



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

June 15, 2020 6:30 p.m.

This meeting will be conducted both at 830 N. Boonville Ave. and electronically. The public may observe, physically attend (the number of people gathered will be limited to fewer than 10 per space with physical distancing requirements applied) or viewed at <https://cityview.springfieldmo.gov/livestream/>.

Speakers must [sign up with the City Clerk](#) no later than 5:00 p.m. the Friday before the meeting to speak to an issue on the agenda. Citizens wishing to submit comments to City Council may do so using the [citizen comments form](#).

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. JUNE 1, 2020 CITY COUNCIL MEETING, JUNE 9, 2020 AND JUNE 10, 2020 SPECIAL CITY COUNCIL MEETINGS.**

Documents:

06-01-20.PDF

06-09-20 SPECIAL CITY COUNCIL MEETING.PDF

06-10-20 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 NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, JUNE 12, 2020.**

4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR 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 2020-113 (McGull)**

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 68 acres of property generally located at 2607 North Mulroy Road from Planned Development 225 and HM, Heavy Manufacturing District with Conditional Overlay District No. 94 to IC, Industrial Commercial District and establishing Conditional Overlay District No. 185; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: SRC Holdings Corp.; 2607 North Mulroy Road; Z-11-2020.)

Documents:

[2020-113.PDF](#)

8. **Council Bill 2020-114 (McGull)**

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.16 acres of property generally located at 2001 East Commercial Street from GM, General Manufacturing District to HM, Heavy Manufacturing District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Superior Solvents and Chemicals, Inc.; 2001 E. Commercial Street; Z-10-2020.)

Documents:

[2020-114.PDF](#)

9. **Council Bill 2020-115 (Simpson)**

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.28 acres generally located at 6320 South Creeksedge Drive from Planned Development No. 318 to Planned Development No. 373; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: DW Daniel Inc.; 6320 Creeksedge Drive; Planned Development 373.)

Documents:

[2020-115.PDF](#)

10. **Council Bill 2020-116 (Ferguson)**

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately one acre of property generally located at 303 North Scenic Avenue and 2711 West Olive Street from HC, Highway Commercial District and R-SF, Single-Family Residential District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Parker Realty and Development, LLC & Michael C. Carlson Properties, LLC; 303 North Scenic Avenue & 2711 West Olive Street; Z-9-2020.)

Documents:

[2020-116.PDF](#)

11. Council Bill 2020-117 (Schilling)

A Special Ordinance granting Conditional Use Permit No. 443 for the purpose of authorizing an automotive service garage to operate within the GR, General Retail, district located at 2851 West Republic Road as a conditional use. (Staff and Planning and Zoning Commission recommend approval.) (By: 2851 W. Republic Rd., LLC; 2851 West Republic Road; Conditional Use Permit 443.)

Documents:

[2020-117.PDF](#)

12. Council Bill 2020-118 (Schilling)

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 approximately 10 acres of private property into the City of Springfield, Missouri, generally located at 851 West Farm Road 182 and referenced as Annexation A-3-2020. (Staff recommends approval.)

Documents:

[2020-118.PDF](#)

13. Council Bill 2020-119 (Schilling)

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and establish Conditional Overlay District No. 183; and adopting an updated Official Zoning Map. (Staff recommends approval and Planning and Zoning Commission recommends denial.) (By: Burning Tree Consulting, LLC; 851 West Farm Road 182; Z-7-2020 W/COD #183.)

Documents:

[2020-119.PDF](#)

14. Council Bill 2020-120 (McClure)

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and establish Conditional Overlay District No. 183; and adopting an updated Official Zoning Map. (Staff recommends approval and Planning and Zoning Commission recommends denial.) (By: Burning Tree Consulting, LLC; 851 West Farm Road 182; Z-7-2020 W/COD #183.)

A Special Ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies for Fiscal Year 2020-2021; and declaring an emergency.

Documents:

[2020-120.PDF](#)

15. Council Bill 2020-121 (McClure)

A Special Ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

Documents:

[2020-121.PDF](#)

16. Council Bill 2020-122 (Ollis)

A General Ordinance amending Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XIII, 'Special Business District,' and Chapter 106, 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 2, 'Violations and Procedure Upon Arrest,' Section 106-96, 'Authority of persons appointed as conservators of the peace,' to delete all references to the now-terminated Downtown Springfield Special Business District.

Documents:

[2020-122.PDF](#)

17. Council Bill 2020-123 (Fisk)

A Special Ordinance adopting an amendment to the City's Comprehensive Housing Assistance Program Rules and Regulations by adding Chapter 12, 'Program Rules During a Declared Emergency,' which authorizes the City Manager to modify loan terms in response to certain federal, state and/or local emergency declarations. (Planning staff recommends approval.)

Documents:

[2020-123.PDF](#)

18. Council Bill 2020-124 (Lear)

A Special Ordinance adopting an addition to the City's Commercial Loan Program Rules and Regulations by adding Chapter 10, 'Program Rules During a Declared Emergency.' (Planning staff recommends approval.)

Documents:

[2020-124.PDF](#)

19. Council Bill 2020-125 (Heimer)

19. Council Bill 2020-125 (Hosmer)

A Special Ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

Documents:

[2020-125.PDF](#)

20. Council Bill 2020-126 (Lear)

A Special Ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with Willard R-II School District regarding law enforcement services on Willard R-II School District properties located within the City of Springfield.

Documents:

[2020-126.PDF](#)

21. Council Bill 2020-132 (Ollis)

Authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Costco Wholesale Corporation, for improvements to South Eastgate Avenue and East Olive Street to facilitate the development of the property for the Costco development.

Documents:

[2020-132.PDF](#)

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

23. Council Bill 2020-134 (Ferguson)

A Resolution authorizing the Mayor to execute a deed transferring title to a small portion of the Park Board's Dickerson Park Zoo real property from the Park Board to City Utilities for expansion of City Utilities' power substation.

Documents:

[2020-134.PDF](#)

24. EMERGENCY BILLS. Citizens May Speak. May Be Voted On.

25. Council Bill 2020-109 S1 (Council)

A Special Ordinance authorizing the City Manager, or his designee, to accept additional Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development from the Coronavirus Aid, Relief, and Economic Security Act emergency funding and to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding; amending the Fiscal Year 2019 Annual

Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program; amending the budget of the City's Department of Planning and Development for Fiscal Year 2019 in the amount of \$916,138.00; directing staff to provide Economic Development Business Assistance as a forgivable loan; directing staff to expedite the provision of services by amending existing City contracts; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (Staff recommend approval.)

Documents:

[2020-109 S1.PDF](#)

26. Council Bill 2020-109 (Hosmer)

A Special Ordinance authorizing the City Manager, or his designee, to accept additional Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development from the Coronavirus Aid, Relief, and Economic Security Act emergency funding and to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding; amending the Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program; amending the budget of the City's Department of Planning and Development for Fiscal Year 2019 in the amount of \$916,138.00; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (Staff recommend approval.)

Documents:

[2020-109.PDF](#)

27. Council Bill 2020-135 (Schilling)

A General Ordinance suspending enforcement of Springfield City Code Section 36-450(4)(b), 'Accessory structures and uses,' Section 36-453, 'Supplemental open space and yard regulations,' and Section 36-482, 'Landscaping and bufferyards,' in order to allow the use of open spaces, yards, and bufferyards as outdoor dining spaces to provide additional dining and service opportunities during the Mayor's declaration of civil emergency; and declaring an emergency pursuant to City Charter Section 2.12.

Documents:

[2020-135.PDF](#)

28. PUBLIC IMPROVEMENTS.

29. GRANTS.

30. AMENDED BILLS.

31. COUNCIL BILLS FOR PUBLIC HEARING.

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

33. Council Bill 2020-136 (Fisk)

A Special Ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of \$43,940.00, for the purpose of promoting the attraction of sporting events to the community.

Documents:

[2020-136.PDF](#)

34. Council Bill 2020-137 (Ollis)

A Special Ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in the amount of \$2,065,730, for the purpose of promoting travel and tourism within the City of Springfield.

Documents:

[2020-137.PDF](#)

35. Council Bill 2020-138 (Lear)

A Special Ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in the amount of \$29,264.00, for the purpose of promoting the visual and performing arts in Springfield, Missouri.

Documents:

[2020-138.PDF](#)

36. Council Bill 2020-139 (Hosmer)

A Special Ordinance authorizing a plan for an industrial development project for Kraft Heinz Foods Company, consisting of the acquisition and installation of new equipment and machinery at the existing plant; and authorizing the City of Springfield, Missouri, to issue its Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), in a principal amount not to exceed \$48,000,000 and authorizing and approving certain documents and actions in connection therewith.

Documents:

[2020-139.PDF](#)

37. Council Bill 2020-140 (Fisk)

A Special Ordinance approving the Annual Maintenance Agreement for Traffic Signals for Fiscal Year 2020-2021; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$162,126.00; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

Documents:

38. **Council Bill 2020-141 (Hosmer)**

A General Ordinance amending the Springfield City Code, Chapter 94, 'Solid Waste Regulations,' to add a requirement that residential trash containers shall not be placed at the curb for more than 24 hours and to update several references and other housekeeping items.

Documents:

[2020-141.PDF](#)

39. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

40. **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.

41. **UNFINISHED BUSINESS.**

42. **MISCELLANEOUS.**

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

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

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

46. **Council Bill 2020-127 (Schilling)**

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of East Sunshine Property Group, generally located at 1750 South Campbell Avenue, 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.) (By: East Sunshine Property Group, LLC; 1750 South Campbell Avenue; Preliminary Plat of East Sunshine Property Group.)

Documents:

[2020-127.PDF](#)

47. **Council Bill 2020-128 (Schilling)**

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Degraffenreid-Wood Subdivision, generally located at 2001 West Walnut Lawn Street, 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.) (By: Wood Holdings, LLC & Glenn Degraffenreid; 2001 West Walnut Lawn Street; Preliminary Platt of Degraffenreid-Woods.)

Documents:

[2020-128.PDF](#)

48. Council Bill 2020-129 (Ferguson)

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Troy Acres 1st Addition, generally located at 500 block of South Troy Avenue, 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.) (By: Crawford-Mace Properties, LLC; 500 Blk South Troy Avenue; Preliminary Platt of Troy Acres 1st Addition.)

Documents:

[2020-129.PDF](#)

49. Board Confirmations

Confirm the following reappointments to the Springfield-Greene County Public Library Board: Cindy Waites and Emily Denniston with terms to expire July 1, 2023.

Confirm the following appointments and reappointments to the Airport Board: Felicia Morgan and Jamie Holstein with terms to expire June 1, 2023; the reappointment of: Jaimie Trussell and Michael Hoppman with terms to expire June 1, 2022; and, the reappointment of: Joe Carmichael and Catherine Moore with terms to expire June 1, 2023.

50. END OF CONSENT AGENDA.

51. ADJOURN.

Persons addressing City Council will be escorted to a monitored computer and address City Council via Zoom. Please 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 three days prior to the scheduled meeting.

June 1, 2020
Springfield, Missouri

The City Council met in regular session June 1, 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. Phyllis Ferguson*, Jan Fisk*, Craig Hosmer*, Richard Ollis*, Andrew Lear*, Abe McGull*, Matthew Simpson*, Mike Schilling* and Ken McClure. Absent. None.

*Members attending via videoconference.

Minutes

The minutes of City Council meeting on May 18, 2020 and Special City Council meeting on May 26, 2020 were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

**City Manager and
Public Health
Director Report**

Jason Gage, City Manager, introduced Clay Goddard, Director of Health. Mr. Goddard provided an update on COVID-19. He noted there are 155 cases of COVID-19, eight cases were added between Friday and Monday. He believes there are several factors at play including easing out of Stay-at-Home orders, better testing and testing contacts. Mr. Goddard noted CVS will now be offering testing at three locations at no out of pocket cost to citizens. He explained this is a new type of test. The test is a self-swab done through the drive through lane at the pharmacy and requires two to four days for results and 50 tests available per site. Mr. Goddard noted the National Guard will be at the Ozark Empire Fairgrounds providing tests on June 4 and 5, 2020 to test any person who would like to be tested. To be tested, a person must sign up on the website, but does not have to present with symptoms. He noted the Health Department is also offering testing in their laboratory and they have conducted 373 tests to date, with 21 people testing positive-this is a higher percentage than the mobile testing sites.

Mayor McClure asked how Mr. Goddard interpreted the higher number of positive results from testing at the Health Department.

Mr. Goddard answered his interpretation is positive and reflects the Health Department is reaching their target group-contacts to positive cases; therefore, the numbers should be higher. He noted by reaching the contacts they can isolate those infected and hopefully break the chain of infection in the community.

Councilman Simpson asked for an update on the exposure from Great Clips.

Mr. Goddard answered another stylist tested positive and 45 individuals accepted the offer for testing, but none of the 45 tested positive. He believes masking from both parties can mitigate the disease.

Councilman McGull asked if there was information pertaining to the mask the stylist was wearing.

Mr. Goddard answered the Health Department is the process of investigating and researching the mask, length of time worn and where the stylist was in the stages of the disease.

Mayor McClure expressed his gratitude to Mr. Goddard, his staff, health care workers and front-line responders.

The following bills appeared on the agenda under Second Reading Bills.

**IDEA Commons
Tax Increment
Financing Plan**

Sponsor: Ferguson. Council Bill 2020-097.

A Special Ordinance approving the Springfield IDEA Commons Tax Increment Financing Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan and directing staff to implement the redevelopment plan.

Mayor McClure noted public hearing was held on May 18, 2020 on the proposed, and that it is now in front of Council for consideration. He asked for questions or comments from members of Council.

Councilman Schilling asked for a recap of the cost benefit analysis.

Sarah Kerner, Director of Economic Development, answered this Tax Increment Financing (TIF) is slightly different than a normal TIF because it is layered with Chapter 100, therefore, the property tax capture is minimal. She noted more sales tax than property tax will be captured, but over the course of 23 years, approximately \$3.3 million. Ms. Kerner noted pay back will be \$6.2 million, with Missouri State being paid back first for the parking garage for \$3 million and the remainder to the City.

Councilman Schilling clarified there would be a property value increase from the current level.

Ms. Kerner answered affirmatively.

Councilman Simpson expressed his excitement over the project and developing this portion of town and noted he will be supporting the proposed.

Councilman Ollis expressed his enthusiasm for the project, projected high paying jobs and the future and noted he will be supporting the proposed.

Mayor Pro Tem Ferguson expressed her excitement for the proposed, new high-tech jobs coming to Springfield and the changes on the North side of the square.

Mayor McClure expressed his opinion the proposed is a perfect fit with the economic vitality council priority. He expressed his hope the revitalization will go all the way to Commercial Street.

Robin Robeson and Matt Morrow submitted a joint letter via email in favor of the proposed. They expressed belief the proposed will impact Springfield positively by adding high wage jobs, remove blight, create a destination in downtown and coincides with the City's visionary Grant Avenue project.

Council Bill 2020-097. Special Ordinance 27320 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: None. Abstain: None.

**Improvement to
the intersection of
Missouri Highway
13 (a/k/a Kansas
Expressway) and
Sunset Street**

Sponsor: Schilling. Council Bill 2020-099.

A Special Ordinance authorizing the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with the improvement to the intersection of Missouri Highway 13 (a/k/a Kansas Expressway) and Sunset Street; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$1,092,743.20.

Mayor McClure noted public hearing was held on May 18, 2020 on the proposed, and that it is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-099. Special Ordinance 27321 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: None. Abstain: None.

**Improvements to
the intersection of
Missouri Highway
13 (a/k/a Kansas
Expressway) and
Walnut Lawn
Street**

Sponsor: Schilling. Council Bill 2020-100.

A Special Ordinance authorizing the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with improvements to the intersection of Missouri Highway 13 (a/k/a Kansas Expressway) and Walnut Lawn Street; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$1,237,858.00.

Mayor McClure noted public hearing was held on May 18, 2020 on the proposed, and that it is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-100. Special Ordinance 27322 was approved by the following roll call vote: Ayes: McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear and McClure. Nays: None. Absent: None. Abstain: None.

**James River Basin
Partnership for
Stormwater
Improvement
Project to
Fassnight Creek**

Sponsor: Schilling. Council Bill 2020-101.

A Special Ordinance authorizing the City Manager, or his designee, to enter into a partnership with the James River Basin Partnership and to receive federal funds through the James River Basin Partnership for the purpose of a Stormwater Improvement Project to Fassnight Creek at the Springfield Art Museum, and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$141,500.00.

Mayor McClure noted public hearing was held on May 18, 2020 on the proposed, and that it is now in front of Council for consideration. He asked for questions or comments from members of Council.

Councilman Schilling noted there was feedback from the neighborhood about the stormwater project and the removal of a bridge on Kings Avenue. He expressed concern regarding the traffic count, as it was conducted in 2008.

Council Bill 2020-101. Special Ordinance 27323 was approved by the following roll call vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: None. Abstain: None.

**Missouri
Foundation for
Health COVID-19
Testing Materials**

Sponsor: Ollis. Council Bill 2020-102.

A Special Ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Foundation for Health for the purchase of COVID-19 testing materials in the amount of \$364,000.00; entering into necessary agreements to carry out the grant; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2019-2020 in the initial amount of \$84,000.00, to appropriate the grant funds.

Mayor McClure noted public hearing was held on May 18, 2020 on the proposed, and that it is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-102. Special Ordinance 27324 was approved by the following roll call vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: None. Abstain: None.

**Addendum to
Interlocal
Governmental
Agreement
City/County Park
Initiative**

Sponsor: Hosmer. Council Bill 2020-105.

A Special Ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into a Third Addendum to Interlocal Governmental Agreement City/County Park Initiative dated August 21, 2001; and authorizing certain other documents and actions in connection therewith. (Park Board recommends approval.)

Mayor McClure noted public hearing was held on May 18, 2020 on the proposed, and that it is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-105. Special Ordinance 27325 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: None. Abstain: None.

**Definition of a
'Short-Term Loan
Establishment'**

Sponsor: Lear. Council Bill 2020-106.

A General Ordinance amending the Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' Section 70-727, 'Definitions' to revise the definition of a 'Short-Term Loan Establishment.'

Mayor McClure noted public hearing was held on May 18, 2020 on the proposed, and that it is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-106. General Ordinance 6594 was approved by the following roll call vote: Ayes: Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson and McClure. Nays: None. Absent: None. Abstain: None.

The following bill appeared on the agenda under Resolutions.

**Commitment to
Our Community**

Sponsor: City Council. Council Bill 2020-133.

City Council's commitment to our community that violent and disrespectful treatment that degrades dignity or disregards human life will not be tolerated.

Jason Gage, City Manager, read the resolution in its entirety.

An opportunity was given for citizens to express their views. There being no speakers, Mayor McClure asked for questions or comments from members of Council.

Councilman Simpson expressed his belief the resolution noted the community's anger at the loss of George Floyd's life and affirms the community's values. He expressed his opinion Springfield should not only be welcoming but inviting to every individual. Councilman Simpson expressed his belief the expression of the values is important, but it is more important to live the values expressed in the resolution and act them. He noted he will be supporting the resolution.

Councilwoman Fisk expressed her gratitude to her colleagues for recognizing the need for the City to publicly proclaim the intention of supporting the country during this time of unrest. She thanked protesters and law enforcement for the peaceful protesting and not allowing the show of solidarity to move to rioting and looting. Councilwoman Fisk noted Police Chief Williams provides extensive training to all officers to de-escalate situations and law enforcement in Springfield shows concern and compassion for all citizens. She noted she will be supporting the resolution.

Councilman Lear noted he is supportive of the resolution and the intent of the resolution. He noted this is the second resolution Council will have passed on issues of race, equity and justice in a year and expressed his opinion the time has passed for making resolutions. He expressed his opinion we need to act as a community and interact with marginalized communities. Councilman Lear urged Council and staff to hold each other accountable, hold the community accountable and hold our organization accountable for turning the resolution into action.

Councilman McGull expressed gratitude for the resolution and his opinion we are now past a time for resolutions and need results. He expressed his opinion African Americans are asking to be treated fairly and to be given the same amount of justice extended to all Americans. Councilman McGull expressed his gratitude for living in Springfield where the police chief is not reactionary, but visionary. He expressed his opinion there is a need for a police and citizen task force to review the issues and move to actionable items.

Mayor Pro Tem Ferguson expressed her opinion the words in the resolution are very strong, but pictures are worth 1,000 words and the picture we need to be going to is action. She expressed her belief previous meaningful conversations are the first step. Mayor Pro Tem Ferguson expressed her opinion we need to communicate with each other and find out what needs to be done on both sides to make Springfield a community that is comfortable to live in, inviting to live in and welcoming. She noted she will be supporting the resolution.

Councilman Ollis noted he supports the resolution. He expressed his anger and sadness of the recent events. Councilman Ollis expressed his opinion as a white male he does not pretend to relate to or understand the pain and disrespect people of color have had to endure for centuries but does commit to educate himself and his business and take action steps.

Mayor McClure thanked Council for their thoughtful comments. He expressed his opinion the comments made by his colleagues demonstrate where they are as a council

and a city. Mayor McClure expressed his belief the resolution has been appropriately labeled as a first step.

Council Bill 2020-133. Resolution 10510 was approved by the following roll call vote:
Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk and McClure.
Nays: None. Absent: None. Abstain: None.

The following bills appeared on the agenda under Emergency Bills.

**Use of Parking
Lots for Outdoor
Dining Spaces
During Civil
Emergency**

Sponsor: Hosmer. Council Bill 2020-130.

Suspending enforcement of the parking ratios for restaurants set forth in Section 36-455(2)(b)18 of the Zoning Ordinance in order to allow the use of restaurant parking lots as outdoor dining spaces to provide additional dining and service opportunities during the Mayor's declaration of civil emergency; and declaring an emergency pursuant to City Charter Section 2.12.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed allows outdoor dining in private parking lots. Ms. Smith noted restaurants will need to maintain social distancing, ADA parking and maintain clear paths for ADA and fire access. She noted there is no fee the and the proposed will be in effect until restaurants are permitted 100% occupancy, the Mayor withdraws the Civil Emergency Order or November 30, 2020 , whichever is earlier.

Councilman McGull expressed his opinion the proposed is a good idea and would like to see Council go further and cited an example of closing the square for a weekend to allow dining in the square. He noted he will be supporting the proposed.

Councilman Schilling asked how many restaurants may be eligible.

Ms. Smith answered the proposed applies to restaurants with their own parking lot but does not know how many restaurants have their own parking lots.

Mayor Pro Tem Ferguson expressed her opinion many restaurants have green space and patron might enjoy dining more on grass versus asphalt and concrete. She asked if dining on green space had been considered.

Ms. Smith answered they had not. She noted one of the reasons they had only reviewed parking lots is to be ADA compliant. Ms. Smith noted they could look at utilizing green space.

Mayor Pro Tem Ferguson expressed her opinion using green space would be appreciated and helpful to people in the restaurant industry. She also noted most free-standing restaurants should have at least 20% green space.

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

**Waive
Encroachment
Application Fees
During Civil
Emergency**

Councilman Ollis echoed Mayor Pro Tem Ferguson and Councilman McGull's comments. He expressed his opinion this is a great opportunity to pilot the proposed and could make a city more desirable. Councilman Ollis noted he fully supports the proposed.

Mayor Pro Tem Ferguson noted she would like to add an amendment and add pervious surfaces in addition to parking lots.

Mayor McClure suggested passing the proposed and review adding pervious surfaces at a later date.

Mayor Pro Tem Ferguson agreed but noted she would like information back from staff by the next council meeting.

Council Bill 2020-130. General Ordinance 6595 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: None. Abstain: None.

Sponsor: Lear. Council Bill 2020-131.

Amending Chapter 98 of the Springfield City Code, Article VII, 'Encroachments on City Property,' Section 98-323, 'Certain encroachments authorized by the director of public works—Procedures related thereto,' to waive application fees for encroachment permits for sidewalk cafés; and Section 98-325, 'Terms and conditions of an encroachment license agreement,' to modify the insurance requirement for sidewalk cafés during the Mayor's declaration of civil emergency; and declaring an emergency pursuant to City Charter Section 2.12.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed waives encroachment license fee, reduces public liability insurance to \$1 million and will be in effect until restaurants are permitted 100% occupancy, the Mayor withdraws the Civil Emergency Order or November 30, 2020 , whichever is earlier.

An opportunity was given for citizens to express their views.

Rob Hoerr spoke in favor of the proposed. He expressed his belief the economic revenue for downtown business would be increased citing increased tax revenue, excitement for people driving through, seeing others outside enjoying themselves, and wages for employees.

Rusty Worley spoke in favor of the proposed. He expressed his opinion small business owners have been resilient and creative during these times. Mr. Worley expressed his gratitude for the support from City Council. He noted he has spoken with several small business owners that are excited at the possibility of expanding their seating.

Mary Kromrey submitted comments via email in favor of the proposed. She expressed her opinion the proposed is good for business and activates spaces for people to use.

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

Council Bill 2020-131. General Ordinance 6596 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: None. Abstain: None.

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

The following bills appeared on the agenda under Council Bills for Public Hearing.

Council Bill 2020-109 and Council Bill 110 were read together.

CARES Act and CDBG and HOME Grants

Sponsor: Hosmer. Council Bill 2020-109.

A Special Ordinance authorizing the City Manager, or his designee, to accept additional Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development from the Coronavirus Aid, Relief, and Economic Security Act emergency funding and to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding; amending the Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program; amending the budget of the City's Department of Planning and Development for Fiscal Year 2019 in the amount of \$916,138.00; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (Staff recommend approval.)

Sponsor: Fisk. Council Bill 2020-110.

A Special Ordinance amending the Citizen Participation Plan as part of the Consolidated Plan for the administration of City programs funded by the U.S. Department of Housing and Urban Development to accommodate certain emergency situations; and declaring an emergency. (Staff recommends approval.)

Brendan Griesemer, Assistant Director of Planning and Development provided a brief overview of the proposed. Mr. Griesemer noted staff were notified they would receive a portion of the CARES Act funds in the amount of \$916,138.00. He further noted results from the community survey demonstrated the highest priority ratings regarded rent/mortgage assistance along with jobs/job training. Fourteen percent of participants were business owners, with forty-one percent having their business closed at the time of the survey. Additionally, the majority of those who applied for Small Business Administration (SBA) loans were denied. Mr. Griesemer highlighted the process of applying and receiving the funds and stressed the short time frame for the distributed use of funds.

Councilman Hosmer asked why \$45,580 is being put into affordable housing assistance when it was listed as a higher rated priority. Mr. Griesemer explained that other sources of funds are available for affordable housing assistance and the proposed allocations are an attempt to stretch funding to cover more areas. Councilman Hosmer noted the relatively high poverty rate in Springfield and suggested making the allocations more equitable by providing additional funding to affordable housing assistance. He further noted without additional assistance, more people are likely to become homeless.

Councilman Lear noted the impact small businesses have on the Springfield community and asked if the loan demand is high enough to rapidly deploy this money. Mr. Griesemer noted the business community has been surveyed and believes there is significant demand. Councilman Lear asked what the average loan amount is. Mr. Griesemer answered between \$10,000 and \$15,000. Councilman Lear asked if there is a loan forgiveness mechanism for grants. Mr. Griesemer noted it is allowed. Councilman Lear asked if additional CARES Act money would be coming that would address homelessness and housing authorities. Mr. Griesemer answered affirmatively. Councilman Lear asked if the proposed allocations were made in a way as to anticipate additional monies coming in for the lower funded priorities. Mr. Griesemer answered affirmatively. Councilman Lear asked if the City can include a preference for minority and women-owned applicants in its commercial loan program guidelines. Mr. Griesemer noted Housing and Urban Development (HUD) does encourage funding for those groups.

Councilman Ollis asked how much time staff has put into creating the proposed. Mr. Griesemer noted the vast majority of his and staffs time has been spent on COVID-19 response. Councilman Ollis noted small businesses have a tremendous effect on our local economy and keeping them open means keeping jobs, wages, and rent paid. He asked if consideration was given to that concept of keeping small businesses alive so that people can keep their homes. Mr. Griesemer noted they looked at making the greatest impact possible and did take this into consideration. Councilman Ollis thanked him and staffs work on the issue.

Councilman Schilling noted he received a communication from a business owner explaining spacing requirements are hindering profitability. Mr. Griesemer noted certain restrictions may be lifted or eased over time.

Councilman Simpson asked if there is a known timeline for disbursement of the proposed funds. Mr. Griesemer noted everyone is trying move as quickly as possible.

Councilman Lear asked for information regarding contingencies in the proposed. Mr. Griesemer highlighted the fluidity of the situation and how the proposed allocations were derived. Councilman Lear thanked him and staff for their work on the proposed and flexibility on allocation numbers.

Councilman McGull asked if money for the Home Grant is for first time home buyers. Mr. Griesemer answered affirmatively. Councilman McGull asked if some of the money is being shifted to affordable housing assistance. Mr. Griesemer noted money being used for housing assistance impacts more families rather than potentially a single home for home grants. The proposed allocations are a means to make a larger impact on the greatest number of people. Councilman McGull echoed Councilman Hosmer's concerns that not enough money is going towards affordable housing assistance.

An opportunity was given for citizens to express their views.

Alice Barber spoke in opposition of the proposed. She expressed her belief that too much of the City's CARES Act funding is being devoted to business assistance and not enough to affordable housing assistance. She further expressed that action is needed to ensure that every Springfield resident is safe and housed during the pandemic.

Rusty Worley spoke in support of the proposed. He noted as a Commissioner of the Public Housing Authority, he understands the needs of housing during the pandemic. He suggested that the situation is not an "either-or" scenario regarding funding. He highlighted the need for small businesses to receive funds to keep people employed and paying rent while other funds may be used to cover affordable housing assistance.

Christopher Smith spoke in opposition of the proposed. He noted his work with Rare Breed Youth Services and his understanding of needed services. He highlighted the work shelters are doing to combat homelessness during the pandemic, but noted many more are without help. He suggested it is more cost effective to keep people in their homes than spending money on services to get them off the streets and back into homes. He encouraged amendments be made to the proposed allocations.

Victoria Altic spoke in opposition of the proposed. She noted she was laid off from her job, doesn't receive child support, and has yet to see money from unemployment insurance. With a child who is medically compromised, it is difficult to find work that limits contact at this time. She expressed rental and utility assistance is imperative.

Councilman Simpson thanked Ms. Altic for coming to speak. He asked if he could share her information with staff in order to help connect her to immediate resources. Ms. Altic answered affirmatively.

Gary Thomas spoke in support of the proposed. He thanked councilmembers for their prior removal of encroachment fees and lowering liability for businesses. He noted his business is one that allows for mass gatherings and was one of the first shut down and likely to be one of the last to fully open. He believes the proposed would help many businesses during this pandemic.

Matt Morrow spoke in support of the proposed. He noted he represents the Springfield Area Chamber of Commerce and its constituent businesses. He noted various federal funds that have been made available to businesses such as the Paycheck Protection Program (PPP), but many funds are drying up with businesses still in need. He expressed funding is critical for many businesses to survive the pandemic. He

further expressed businesses are not an amorphous nebulous entity, but rather, comprised of people who depend on jobs to keep their homes. He thanked staff for their work in crafting the proposed.

Councilman Ollis asked how many businesses are classified as small businesses in our community. Mr. Morrow noted more than eighty-five percent.

Councilman Hosmer asked if the Springfield Area Chamber of Commerce has kept records regarding how many businesses have received PPP funds. Mr. Morrow noted information is lagging since the data is happening in real time. He further noted that nearly half of businesses applied with the majority not receiving funds for various reasons. Councilman Hosmer asked if Mr. Morrow was aware of an additional PPP from the federal government. Mr. Morrow noted there may potentially be a third PPP.

Mayor Pro Tem Ferguson asked who primarily is contacting the Chamber of Commerce for assistance. Mr. Morrow noted generally the smaller the business the greater the economic impact that occurs. With less money in reserve, they tend to burn through their emergency funds quicker.

Allen Kunkel, Vice President for Economic Development at Jordan Valley Innovation Center, submitted comments via email to share feedback of the proposed. He requested funds be used to invest in small businesses. Mr. Kunkel expressed his opinion there is no greater return on investment than investing in the small businesses in our community.

Michael Brown submitted comments via email in opposition of the proposed. He expressed his opinion many citizens were unemployed through no fault of their own and are facing eviction. Mr. Brown expressed his belief a larger portion of the Coronavirus Aid, Relief, and Economic Security Act emergency funding should be provided to renters rather than business owners.

Victoria Altic submitted comments via email in opposition of the proposed. She expressed her belief a larger portion of the Coronavirus Aid, Relief, and Economic Security Act emergency funding should be provided to renters rather than business owners.

Linda Simkins submitted comments via email in opposition of the proposed. She expressed her belief a larger portion of the Coronavirus Aid, Relief, and Economic Security Act emergency funding should be provided to renters rather than business owners. Ms. Simkins also expressed her opinion public service agencies and nonprofits should be included in discussion related to the proposed.

Summer Massey, Senior Vice President, Arvest Bank, submitted comments via email in favor of the proposed. She noted some business adapted to the pandemic, but many were forced to close. Ms. Massey expressed her opinion if small business are forced to close many jobs will be permanently lost.

Collins Chetwin submitted comments via email in opposition of the proposed. Collins expressed opinion it is immoral to allocate only \$45,000 of \$916,138 to housing and urged Council to do the right thing.

Kathleen Woodward submitted comments via email in opposition of the proposed. She expressed her concern over the amount of funding for homeless and affordable housing. Ms. Woodward expressed her opinion business cannot suffer, but people can and urged Council to do the right thing.

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

Councilman Hosmer moved to amend Council Bill 2020-109 to provide \$224,340 toward economic development/business assistance and \$224,340 for affordable housing assistance.

Mayor McClure asked if councilmembers had any comments or questions before voting on the motion.

Councilman Lear asked to what extent the funds allocated to affordable housing assistance could be used for. Mr. Griesemer noted affordable housing can include an array of things such as rental assistance and mortgage assistance. Regarding childcare, it can be provided under a public assistance grant. Councilman Lear asked if the City would oversee dispersing funds. Mr. Griesemer noted most would be overseen by a non-profit.

Councilman Ollis expressed his support for rent and utility assistance, however, he believes the vehicle helping people is better served by keeping small businesses economically viable.

Councilman Simpson asked if the \$200,000 from FY19-20 Home Grants for affordable housing was in addition to what is allocated by the proposed. Mr. Griesemer answered affirmatively. Councilman Simpson asked if the Home Grant allows for flexibility in allocations, such as providing funds for childcare or rental assistance. Mr. Griesemer noted the Home Grant is only for affordable housing and that rental assistance would qualify. Community Development Block Grants (CDBG) are more flexible than Home Grant funds.

Councilman Hosmer asked if the economic business assistance would go in with the \$800,000 already there. Mr. Griesemer answered affirmatively. Councilman Hosmer noted that would amount to over \$1.2 million low interest loans to businesses and money from two other programs would be taken and put into affordable housing. Mr. Griesemer noted that is correct. He noted the number one need as indicated by the public is affordable housing and asked why the funding under the proposed does not reflect that sentiment. Mr. Griesemer highlighted that managing a rental assistance program is a matter of staffing capacity and is labor intensive. While more money would be advantageous to the program, Mr. Griesemer noted the City would need a non-profit partner to assist.

Mayor McClure asked for clarity if a substantive amendment is passed by Council tonight. Rhonda Lewsader, City Attorney, noted under the City Charter, passing a substantive amendment requires the bill be laid over till the next Council meeting. Additional public comment may take place at that time regarding the changes that were made.

Councilman Lear asked what the procedural affect would be if the bill were tabled. Mayor McClure noted a motion could be made to table the proposed, however, when the bill is taken from the table, further amendments could still be considered and would delay the vote.

Councilman Simpson asked if the bill were passed tonight, would it be possible to come back two weeks from now and entertain changes. Mr. Griesemer noted the plan needs to be finalized before sending to HUD. He encouraged action be taken as soon as feasible.

Councilman McGull expressed his support to move funds toward affordable housing. He further expressed that more discussion on the topic may be necessary and supports potentially tabling the proposed.

There being no further questions or comments, Mayor McClure called for a second to Councilman Hosmer's motion to provide \$224,340 toward economic development/business assistance and \$224,340 for affordable housing assistance.

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

Jason Gage, City Manager noted he checked with staff regarding the contingency fund and it is not regarded as "sacred". Contingency funds are unallocated monies. This is to say, that by simple direction, staff could allocate contingency funds without the need to further amend the proposed if so desired.

Councilman Simpson moved to direct City staff to utilize the contingency funds of \$137,420 under the CDBG-CV grant for affordable housing assistance. Councilman McGull seconded the motion.

Rhonda Lewsader, City Attorney, noted the proposed motion would still be construed as a substantive amendment, requiring the bill be laid over for public comment in two weeks.

Councilman Simpson expressed his intent, per guidance from the City Manager's comments, was to direct staff to use unallocated monies, not necessarily amend the proposed bill in a substantive manner.

Mayor McClure asked Ms. Lewsader is there is a legal distinction between Councilman Simpson's intent and the outcome. Ms. Lewsader noted the motion is out of time, as the proposed bill has yet to be adopted by Council.

Councilman Simpson withdrew his motion and Councilman McGull withdrew his second.

Councilman Hosmer asked for clarification from Ms. Lewsader on how to proceed. Ms. Lewsader suggested amending the proposed. The bill would have to be held for at least a week. With a Council Luncheon scheduled for June 9th, councilmembers could at that time have a second reading.

Jason Gage, City Manager, asked Ms. Lewsader if any time, even if one dollar is taken from the contingency fund, would it be required to come before Council for authorization. Ms. Lewsader noted she would need to do further research and get back with councilmembers.

Mayor McClure asked if the proposed passed as-is, could a subsequent emergency bill be come forward in two weeks with direction to use the \$137,420 in contingency funds. Ms. Lewsader answered affirmatively, noting it would still need to meet the requirements to qualify as an emergency bill.

Councilman Hosmer expressed his belief that councilmembers should not pass a bill and then provide staff direction that may run contrary to the bill. He further expressed his desire to receive bills of this nature earlier in session to accommodate further debate or amendments.

Councilman Hosmer moved to table Council Bill 2020-109 until the June 15, 2020 City Council meeting. Mayor Pro Tem Ferguson seconded the motion and was approved by the following vote: Ayes: McGull, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: Simpson, Ollis, and Lear. Absent: None. Abstain: None.

Mayor McClure asked Ms. Lewsader if it were proper to proceed with Council Bill 2020-110 or table the proposed. Ms. Lewsader noted discussion regarding can proceed.

Councilman Simpson expressed his support for Council Bill 2020-110.

There being no further discussion, Mayor McClure asked for a roll call vote.

Council Bill 2020-110. Special Ordinance 27326 was approved by the following roll call vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

Council Bill 2020-111 and Council Bill 2020-112 were read together.

Sponsor: Ollis. Council Bill 2020-111.

A Resolution adopting the Analysis of Impediments to Fair Housing Choice.

Analysis of Fair Housing Choice

**Five Year
Consolidation Plan**

Sponsor: Ollis. Council Bill 2020-112.

A Resolution adopting a new Five-Year Consolidated Plan for Fiscal Years 2020-2024 for the purpose of continuing to receive entitlement funding from the Department of Housing and Urban Development. (Staff recommends approval.)

Bob Jones, Planning and Development, Grants Administrator, provided a brief overview of the proposed. He noted in order to continue to receive HOME and Community Development Block Grant (CDBG), Housing and Urban Development (HUD) requires documents and updates to those documents every five years, therefore tonight there are two plans to review. Mr. Jones noted the first plan is an update to the City's analysis of impediments to fair housing choice and the second is a five-year consolidation plan. He noted the research for these topics began in November 2019. Mr. Jones noted the main impediment identified was a lack of knowledge of fair housing rules and regulations, other impediments included poverty, aging population and housing cost versus income. He noted actions to address the impediments could include landlord and tenant education, prosper Springfield anti-poverty initiatives, promote universal design for accessibility, affordable housing development and vocational training for living wages. Mr. Jones noted the Consolidated Plan 2020-2024 is required to receive the HOME and CDBG grants and includes the spending plans through 2024. He noted the CDBG grant was 11% higher than estimated and the HOME grant was 13% higher than estimated. Mr. Jones discussed the revolving loan program revenue stream and noted the projections are unknown due to the pandemic. He reviewed the City Council priorities and money allocated to each priority. Mr. Jones reviewed discretionary grants as ranked on scoring scale. He reviewed information related to the HOME grants and noted HUD requires at least 15% of money must be set aside for Community Housing Development Organization (CHDO). He noted the citizen participation group also identified vocational training and public infrastructure upgrades and repairs as a priority, but noted both priorities are funded by other means and therefore, they have decided not to use CDBG funds. Mr. Jones reviewed the areas of Springfield the grants would focus revitalization efforts on.

Mayor Pro Tem Ferguson asked what costs are included in administration costs.

Mr. Jones answered for CDBG programs, administrative costs are capped at 20% and are used to manage the \$40 million-dollar loan portfolio.

Mayor Pro Tem Ferguson asked if the administration costs covered the loan program or the entire program.

Mr. Jones answered it covers the entire program. He explained with CDBG grants the money goes to several agencies and requires monitoring oversight, coaching, technical assistance, corrections and other such items.

Mayor Pro Tem Ferguson asked if someone was applying for funds, if there is staff available to help them through the process.

Mr. Jones answered affirmatively.

Ms. Smith, Director of Planning and Development, noted in addition to administration, the funds also cover part of the neighborhood planning activities.

Mayor Pro Tem Ferguson asked if there is a certain dollar amount for neighborhood planning from the \$333, 875.

Ms. Smith noted she did not know but would get the information.

Councilman Hosmer asked if the information on Table 15, Cost of Living of Missouri Cities, was national or state.

Mr. Jones answered national.

Councilman Hosmer noted there are two entries in which Springfield is the lowest of the six cities compared to, utilities and transportation, and he expressed his opinion we need to recognize and appreciate City Utilities.

Councilman Hosmer clarified poverty rates in Springfield and poverty rates for African Americans in Springfield.

Mr. Jones answered affirmatively, 25% for Springfield and 37% for African Americans in Springfield.

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

Council Bill 2020-111. Resolution 10511 was approved by the following roll call vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: None. Abstain: None.

Council Bill 2020-112. Resolution 10512 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: None. Abstain: None.

**Rezoning of 2607
North Mulroy
Road**

Sponsor: McGull. Council Bill 2020-113.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 68 acres of property generally located at 2607 North Mulroy Road from Planned Development 225 and HM, Heavy Manufacturing District with Conditional Overlay District No. 94 to IC, Industrial Commercial District and establishing Conditional Overlay District No. 185; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed is a rezoning case. Ms. Smith noted the proposed is appropriate for light industry, office and office-warehouse; it is the intersection of three primary arterials; and, the impact of rezoning would provide

consistent zoning across ownership and allows industrial operations in combination with commercial uses.

An opportunity was given for citizens to express their views.

Geoffrey Butler from Butler, Rosenberry, and Partners representing the applicant spoke in favor of the proposed. He noted the property is owned by SRC and is being developed to expand their manufacturing operations.

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

**Rezoning of 2001
East Commercial
Street**

Sponsor: McGull. Council Bill 2020-114.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.16 acres of property generally located at 2001 East Commercial Street from GM, General Manufacturing District to HM, Heavy Manufacturing District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed is appropriate for low-density housing, small portion for medium intensity retail and office or housing. Ms. Smith noted past Council actions have resulted in general manufacturing and heavy manufacturing throughout the area; however, rezoning would allow consistent zoning across ownership.

An opportunity was given for citizens to express their views.

Geoffrey Butler from Butler, Rosenberry, and Partners representing the applicant spoke in favor of the proposed. He noted Superior Oil purchased the parcel to expand operations. Mr. Butler noted Superior owns the property on each side and are a heavy manufacturing entity. He noted to continue operations, Superior Oil needs the parcel zoned to heavy manufacturing.

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

**Rezoning of 6320
South Creeksedge
Drive**

Sponsor: Simpson. Council Bill 2020-115.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.28 acres generally located at 6320 South Creeksedge Drive from Planned Development No. 318 to Planned Development No. 373; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the rezoning is appropriate for low-density housing. Ms. Smith explained the proposed was originally part of PD 209 which permits patio

homes, but was rezoned to PD 318 which does not permit patio homes. Ms. Smith explained this home was illegally converted into a patio home, the planned development permits patio homes, and if approved, the applicant will file for administrative subdivision to bring the property into compliance.

An opportunity was given for citizens to express their views.

Jared Davis, developer, was available to answer questions Council may have. No questions were posed.

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

**Rezoning of 303
North Scenic
Avenue and 2711
West Olive Street**

Sponsor: Ferguson. Council Bill 2020-116.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately one acre of property generally located at 303 North Scenic Avenue and 2711 West Olive Street from HC, Highway Commercial District and R-SF, Single-Family Residential District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed is appropriate for low-density housing. Ms. Smith noted residential townhome is consistent with adjacent properties to the west and permits single-family detached, semi-detached, duplex and townhouse dwellings at approximately 11 dwelling units per acre.

An opportunity was given for citizens to express their views.

Brent Parker, developer, was available to answer questions Council may have. No questions were posed.

There being no speakers the public hearing was declared closed.

**Conditional Use
Permit 443**

Sponsor: Schilling. Council Bill 2020-117.

A Special Ordinance granting Conditional Use Permit No. 443 for the purpose of authorizing an automotive service garage to operate within the GR, General Retail, district located at 2851 West Republic Road as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed is appropriate for low-density housing and had been zoned general retail when annexed in 1996. Ms. Smith noted a conditional use permit is required for an automotive service garage in the general retail district, the proposed meets all 21 standards for a conditional use permit and must be in substantial conformance with the site plan.

An opportunity was given for citizens to express their views.

Dane Seiler from CJW appeared before Council to represent the applicant. He noted there was a neighborhood meeting held in January and no one expressed concern about noise. Mr. Seiler noted another question raised at the neighborhood meeting was if the applicant would be performing automotive body work. He noted originally the applicant intended to have a paint booth and do minor repairs, but as those activities are not allowed in a general retail district the applicant will only be providing automotive repairs.

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

Council Bill 2020-118 and Council Bill 2020-119 were read together.

**Annexation of 851
West Farm Road
182**

Sponsor: Schilling. Council Bill 2020-118.

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 approximately 10 acres of private property into the City of Springfield, Missouri, generally located at 851 West Farm Road 182 and referenced as Annexation A-3-2020. (Staff recommends approval.)

**Rezoning of 851
West Farm Road
182**

Sponsor: Schilling. Council Bill 2020-119.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and establish Conditional Overlay District No. 183; and adopting an updated Official Zoning Map. (Staff recommends approval and Planning and Zoning Commission recommends denial.)

Councilman Simpson recused himself.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the annexation was initiated by City Council at the property owner's request and is approximately 10 acres. Ms. Smith reviewed considerations for annexing property and the urban service area. She noted staff recommends approval as the proposed is consistent with the comprehensive plan and the urban area service philosophy, all city services can be provided to the property and fire, police, and public works have identified no operational issues. Ms. Smith reviewed the rezoning of the proposed. She noted the northeast is appropriate for medium or high-density housing and the southeast is appropriate for low-density housing. She noted Farm Road 182 is a secondary arterial and conditional overlay district limits density to 11 dwelling units per acre.

Councilman Schilling asked for the history of the developer approaching Greene County for rezoning and is now approaching the city.

Ms. Smith noted the developer is available for questions, but her understanding is the developer did approach Greene County for rezoning and the application denied by the County was for 20 dwelling units per acre and the proposed is for 11 dwelling units per acre.

Councilman Schilling noted he visited the area and believes there is a dangerous access area off Plainview Road, describing a blind hill just to the west of the driveway going to the existing dwelling. He noted this area has been mentioned by many people who object to the proposed.

Councilman Schilling asked for clarification in the annexation portion of the proposal of timely access to the area by the fire department and what can happen to insurance rates related to timely access.

Ms. Smith answered she would need to defer to David Pennington, Fire Chief, to discuss Insurance Services Office (ISO) ratings but noted overall fire did not see a problem with the annexation.

Councilman Hosmer asked why the proposed was denied by Planning and Zoning.

Ms. Smith noted they were sympathetic to the neighborhood concerns about increased density. She noted currently there is a single structure on a 10-acre lot and changing to 11 dwelling units per acre or 100 housing units is a concern expressed at the public hearing.

An opportunity was given for citizens to express their views.

Jared Davis with Anderson Engineering spoke in favor of the proposed. He noted the proposed is different than what was proposed to Greene County last year regarding density and conceptual layout. After speaking with the neighbors, he noted there are three main concerns, water runoff, buffer yard and traffic. He noted, as a civil engineer, water runoff will be addressed within code and would improve the situation; they will work to preserve green space and trees while adhering to code; and, traffic onto Plainview will be developed with the City of Springfield.

Ken Clarkson spoke in opposition to the proposed. He noted Titus Williams has resolved the health and safety issues, noting the dead animals have been removed and a fence has been installed around the pool. He noted the schematics show the entrance to Plainview coming through his yard, Mr. Clarkson referenced Jared Davis mentioning finding the safest route onto Plainview and that would be through his yard, and he is not interested in that. Mr. Clarkson expressed his opinion that he purchased his property in order to live in a single-family community and paid a lot of money for the privilege and has no interest in living in an apartment community.

Shannon Underwood spoke in opposition to the proposed. She noted her property is adjacent to the west of the proposed rezoning property. Ms. Underwood noted when the developer approached Greene County regarding the rezoning, the community submitted a petition with more than 150 signatures in opposition and Greene County

unanimously voted against the rezoning. She noted there are currently 600 multifamily units within a ¼ mile of the proposed with vacancies and more multifamily units within two miles of the property, also with vacancies. Ms. Underwood expressed her opinion a multifamily unit is not needed in the area and is not being done to help the community, but to bring profit to the developer.

Ron Greenway spoke in opposition to the proposed. He expressed his gratitude to the Council for their hard work and to Councilman Schilling for physically visiting the proposed annexation. Mr. Greenway noted when he purchased his home, he did not believe the area behind his home would ever become high density housing, he expressed concern for traffic in the area and the current difficulty when turning left from Plainview Road and confusion to the density planning. He expressed his struggle to understand how residents of 100 apartments will produce less traffic than if there were single homes on the proposed. Mr. Greenway expressed his gratitude for Council staying well past 10:00p.m. for their civic duty.

Titus Williams, developer, spoke in favor of the proposed. He noted the process started more than a year ago with Greene County with a request of 21 units per acre. Mr. Williams noted the neighbors were not interested in supporting the development. He noted he met with Anderson Engineering and a person from the neighborhood to determine what the issues to the development were. His interpretation (and remedy) of issues included: 1) increase of students to school system (resolved by annexing the property to the City and increasing the tax base); 2) water runoff (resolved by capturing water as required by code); 3) traffic (resolved by reducing the number of units in the development); and, 4) reduction of property values (difficult to defend, but will be able to more money into the finishing of the property).

Councilman Schilling asked for clarification regarding reduced traffic on Plainview Road.

Mr. Williams answered not the traffic count in totality, but a reduction from the original plan of 21 units per acre to 11 units per acre reduced the traffic. He noted the traffic study shows the traffic from a higher density development, such as this, has less traffic during peak times than if the property were to be developed under current zoning of 7 units per acre.

Councilman Schilling asked for clarification about the narrative of the traffic study and proposed trips.

Mr. Williams noted he did not have the information in front of him and the traffic study was conducted by the City.

Councilman Schilling asked about the safety risks of the driveway he physically visited and turning left. He expressed his opinion one way to address the safety concern would be to shave the hill down. He also expressed concern for the speed limit in the area and increased risk if drivers are speeding. Councilman Schilling next asked about the drainage of the property. He noted when he visited the property, he could see the

areas sloping down towards the property and asked if Mr. Williams would be building water retention areas.

Mr. Williams answered affirmatively and noted the curb cut would be evaluated at the time of development with the City and could possibly be moved to the east to mitigate the severity of the hill and the blind spot.

Councilman Schilling noted one of the citizens mentioned the property is land locked and asked if any other safer entrance had been considered.

Mr. Williams noted he met with County Planning and Zoning for a roundtable meeting. His interpretation of information included an entrance at the north would be the easiest relief point to the property, but there is also an area to the east of the property that would allow access, but would require negotiation with that property owner.

Councilman Schilling clarified Mr. Williams noted there would be increased property value and therefore increased property taxes and asked if Mr. Williams knew the proposed generation of increased property taxes.

Mr. Williams answered he did have the figure in front of him.

Shawn Whitney, from Whitney, Spencer and Fane Real Estate group for the applicant, spoke in favor of the proposed. He expressed his approximation of generated property taxes to be \$114,000-\$115,000 in real property tax. He also expressed his opinion the developer will be enriched, but so will the school district and other taxing jurisdictions. He expressed his belief that “somebody’s view” should not be a concern and is anti-renter. Mr. Whitney noted there is a market study to back up the demand for high-density housing and the City land use plan recommends medium to high density-housing for this property. He shared his belief his client has listened to the neighbors by cutting the number of housing units in half. Mr. Whitney expressed his opinion the development is a great transition between the existing homes as it is lower density, it is a high-end development, and the architect and the developer have invested millions of dollars in the Springfield community.

LeeAnne Wallace submitted comments via email in opposition of the proposed. She expressed concerns regarding traffic, eminent domain, overcrowding in the local schools, storm runoff, property value depreciation and “riff raff” associated with rental units.

Jake and Tisha Joplin submitted comments via email in opposition of the proposed. They noted Greene County Planning and Zoning voted unanimously against rezoning the proposed. The Joplins expressed concern for putting further strain on already overcrowded schools, negative impact on property values, water runoff issues and increased traffic and congested road systems. They also expressed their opinion there is not a need for additional multifamily housing in the area, citing well over 650 apartment units within ¼ mile of the property listed.

Missi and BJ Joplin submitted comments via email in opposition of the proposed. They expressed concern for increased traffic, overcrowded schools, water runoff issues and decreased property value.

Andrew Tasset submitted comments via email in opposition of the proposed. He expressed concern for property value, traffic, schools and spot zoning. Mr. Tasset expressed his main concern was for safety noting a blind hill and speeding traffic. He urged Council to drive out to the property to look for themselves.

Ron Greenway submitted comments via email in opposition of the proposed. He expressed concern for public safety, declining property values, trespassing and stormwater runoff. Mr. Greenway specifically noted traffic making left turn exits from the property onto Plainview Road, current traffic congestion and increased congestion if 110 units are added and concern for pedestrians due to narrow roads caused by on-street parking.

Ted and Randee Barlows submitted comments via email in opposition of the proposed. Mr. Barlows expressed concern for traffic and increased congestion. He noted it currently may take three to four traffic signal cycles in order to turn left onto Plainview Road. Mr. Barlows also expressed concern for overcrowding at local schools, storm water runoff, negative impact on property values and possible increased vandalism. Additionally, Mr. Barlows noted the Planning Commission has twice denied the developer's proposal.

David and Stephanie Fessenden submitted comments via email in opposition of the proposed. They expressed concern over decreased property value, increased traffic and overwhelming already overcrowded schools.

Ron and Lori Morgan submitted comments via email in opposition of the proposed. They expressed concern over problems with multifamily dwellings build to the east and the adverse effect on the neighborhood, increased traffic congestion, safety concerns for pedestrians and children walking to school due to increased traffic, decline in property values and a negative impact of their quality of living.

Steve Whisler submitted comments via email in opposition of the proposed. He noted as a former councilman in a neighboring city he has witnessed the negative impact of multifamily housing being developed near pre-existing single-family homes without adequate consideration of impacts upon traffic, infrastructure, watershed, property values and noise levels. Mr. Whisler expressed concern over future impacts to the neighborhood from the development of The Ridge (currently under construction). He also noted the Planning and Zoning Committee voted in opposition of the rezoning and urged Council to do the same.

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

The following bills appeared on the agenda under First Reading Bills.

Council Bill 2020-120 and Council Bill 121 were read together.

**Preliminary Tax
Levy**

Sponsor: McClure. Council Bill 2020-120.

A Special Ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies for Fiscal Year 2020-2021; and declaring an emergency.

**2020-2021 City
Budget**

Sponsor: McClure. Council Bill 2020-121.

A Special Ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

David Holtmann, Director of Finance, provided a brief overview of the proposed. He noted the proposed are used to set annual property tax rates for the City's next fiscal year. Mr. Holtmann noted there is an expected 1% increase in property taxes. He reviewed budget meeting dates and the impact of COVI-19 on the budget. Mr. Holtmann noted requirements for the City budget as provided for by the City Charter. He discussed revenue sources and appropriations, as well as highlights and takeaways.

Jason Gage, City Manager, noted Mr. Holtmann and his staff have worked diligently on the budget during this difficult time and noted a contingency plan will be coming before Council soon. He explained the deficit is close to \$6 million for the upcoming fiscal year and based on the situation(s) existing at the time each quarter will determine how to address the \$1.5 million deficit each quarter.

Councilman Simpson asked if a separate study session for the Parks Department will be conducted for revenue plans.

Mayor McClure answered affirmatively.

Councilman Hosmer expressed his gratitude to Mr. Holtmann for his work on the budget and asked for clarification of pothole funds.

Mr. Holtmann answered it is part of the ¼ cent capital improvement fund and he would get specific amounts to the Council.

Councilman Hosmer asked if there was a specific line item which addressed these funds.

Mr. Holtmann answered in the details, yes, but he does not have the numbers in front of him.

Councilman Hosmer answered he would like that information because he would like to amend the information, as pothole funding is an easy item to eliminate.

Councilman Lear expressed his gratitude to Mr. Holtmann and the City Manager for their hard work. He expressed his interest in viewing the contingency plan and noted creating the budget during these uncertain times is difficult.

Councilman McGull expressed his opinion pothole funds should be used to purchase body cameras for the police department.

Councilman Schilling noted he had been contacted by citizens asking about the purchase of body cameras for police department and he suggested Councilman McGull has a point that Council may need to discuss the purchase of body cameras.

Councilman Simpson expressed his agreement in using pothole funds to purchase body cameras for the police department.

Mayor McClure expressed his gratitude to Mr. Holtmann and his staff for their hard work during these difficult times and noted the budget will have to continue to be monitored and adjusted if necessary.

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

Sponsor: Ollis. Council Bill 2020-122.

**Deletion of
References to
Special Business
District in City
Code**

A General Ordinance amending Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XIII, 'Special Business District,' and Chapter 106, 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 2, 'Violations and Procedure Upon Arrest,' Section 106-96, 'Authority of persons appointed as conservators of the peace,' to delete all references to the now-terminated Downtown Springfield Special Business District.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She reviewed the history of the Springfield Special Business District (SBD) and noted the SBD was dissolved in March 2020. Ms. Smith noted the proposed request is to clean up language referring to SBD in the City code.

Councilman Schilling asked if the proposed was related to more public parking lots becoming private parking lots.

Ms. Smith answered the proposed referred to public parking lots when SBD was originally created. She noted many parking lots have now become private developments and the proposed frees the lots of encumbrances.

Councilman Schilling expressed his concern as he has been contacted by citizens complaining tow posses coming in and taking cars away and then charge high fines for cars to be returned.

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

Council Bill 2020-123 and Council Bill 2020-124 were read together.

**Comprehensive
Housing
Assistance
Program Rules
and Regulations
During a Declared
Emergency**

Sponsor: Fisk. Council Bill 2020-123.

A Special Ordinance adopting an amendment to the City's Comprehensive Housing Assistance Program Rules and Regulations by adding Chapter 12, 'Program Rules During a Declared Emergency,' which authorizes the City Manager to modify loan terms in response to certain federal, state and/or local emergency declarations. (Planning staff recommends approval.)

**Amendment to
City's Commercial
Loan Program
Rules and
Regulations
During a Declared
Emergency**

Sponsor: Lear. Council Bill 2020-124.

A Special Ordinance adopting an addition to the City's Commercial Loan Program Rules and Regulations by adding Chapter 10, 'Program Rules During a Declared Emergency.' (Planning staff recommends approval.)

Brendan Griesemer, Assistant Director of Planning and Development, provided a brief overview of the proposed. He noted the city has operated an emergency loan fund since the 1980's and several disasters have received an emergency declaration. Mr. Griesemer noted COVID-19 is a current example he noted a quick response is required in order to stabilize the economy and augment resources. He noted the proposed bills would allow the City Manager to adjust loan terms and deferments and would only apply during emergency declarations.

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

**Intergovernmental
Agreement with
Missouri State
University and
Springfield Police
Department**

Sponsor: Hosmer. Council Bill 2020-125.

A Special Ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

Paul Williams, Police Chief, provided a brief overview of the proposed. He noted the City has provided police services to Missouri State University (MSU) for 25 years through an annual contract and this is a renewal of the contract. Chief Williams noted the costs are fairly consistent with the previous year. He noted five electric bicycles were added to the fleet of 10 regular bicycles, bringing the total to approximately \$824,00 over the next year. Chief Williams noted an addition to the contract is the option for MSU to add another officer if they choose to do so.

Mayor McClure noted he has had the opportunity of administering this contract from the other side and expressed his opinion of how valuable the service is to MSU and the community.

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

Memorandum of Understanding with Willard R-II School District and Springfield Police Department

Sponsor: Lear. Council Bill 2020-126.

A Special Ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with Willard R-II School District regarding law enforcement services on Willard R-II School District properties located within the City of Springfield.

Paul Williams, Police Chief, provided a brief overview of the proposed. He noted the proposed is something new as Willard now has two buildings within the city of Springfield. Chief Williams noted Willard is working on creating their own Willard School Police Department. He noted this is a Memorandum of Understanding for Springfield to provide policing services in cooperation with Willard and is similar to the services currently provided to the Springfield Public Schools. Chief Williams noted the situation is unique as it incorporates portions of Springfield, Willard and unincorporated areas of Greene County.

Councilman Hosmer asked if the City received the full cost of the officer and if there is an emergency near the Willard school will the officers respond.

Chief Williams answered there is not money involved. He noted the school will handle any minor incidents on campus and any situations requiring investigations or more than a school resource officer can handle the Springfield Police Department will respond.

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

Infrastructure Reimbursement Agreement with Costco

Sponsor: Ollis. Council Bill 2020-132.

Authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Costco Wholesale Corporation, for improvements to South Eastgate Avenue and East Olive Street to facilitate the development of the property for the Costco development.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the Costco Infrastructure Agreement would reimburse Costco for improvements necessary to facilitate development of a 160,000 square foot facility. Ms. Smith noted the following public improvements: Eastgate relocation, Olive Street construction, Chestnut and Eastgate signal modification and turn lane extension, Eastgate and Olive new traffic signal, stormwater improvements and demolition of existing Eastgate. She noted the costs and terms associated with the Infrastructure Agreement. Ms. Smith noted general policies of the Economic Development Incentives adopted by Council applicable to the proposed. She presented a map of the development site and explained demolition, construction and road and traffic conditions.

Mayor McClure expressed his gratitude and congratulations to Ms. Smith and her staff for dedication to the proposed.

An opportunity was given for citizens to express their views.

Mike Stratis, Costco Site Selector, spoke in favor of the proposed. He reviewed the history of Costco, economic standing and number of stores. Mr. Stratis noted Costco has been seeking to build a facility in Springfield for over five years. He then shared information related how Costco determines developments and asks for incentives, wages, number of people employed, benefits and Costco's purposeful involvement in communities.

Mayor McClure expressed his gratitude to Mr. Stratis.

Jim Hutcheson, developer, spoke in favor of the proposed. He expressed his opinion Costco will be coming to a very supportive community and will have an impact on Springfield and moving the city forward. Mr. Hutcheson expressed his belief the types of jobs Costco provides are life changing. He commended Mayor McClure, Council and city staff on the hard work and dedication to bring Costco to our region. He expressed his opinion bringing Costco to our community is a positive and will bring sales tax dollars in.

Councilman Simpson asked how soon will Costco open.

Mr. Stratis answered they are looking to close in September/October, complete construction by March/April and be open by August 2021.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Theresa Bagwell wishes to address Council. Ms. Bagwell did not appear.

Kevin VanStory wishes to address Council. He noted he is a candidate for the U.S. House of Representatives for Seventh District of Southwest Missouri. Mr. VanStory noted he does not live in Springfield or Greene County, but is appearing on behalf of constituents who do reside in Springfield and Greene County area. He noted he is addressing Council regarding COVID-19 and the recent shut down. Mr. VanStory expressed concern for citizens who did not qualify for unemployment benefits and explained forbearance options under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. He then demanded the county and business be reopened and expressed his belief Council does not realize the daily revenue loss.

The following items appeared on the agenda under New Business.

Springfield-Greene County Public Library Board

The Mayor recommends the following reappointment the Springfield-Greene County Public Library Board: Cindy Waites and Emily Denniston with terms to expire July 1, 2023.

Airport Board

The City Manager recommends the following appointment the Airport Board: Felicia Morgan and Jamie Holstein with terms to expire June 1, 2023; the reappointment of: Jaimie Trussell and Michael Hoppman with terms to expire June 1, 2022; and, the reappointment of: Joe Carmichael and Catherine Moore with terms to expire June 1, 2023.

UNFINISHED BUSINESS

MISCELLANEOUS

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

Preliminary Plat of East Sunshine Property Group

Sponsor: Schilling. Council Bill 2020-127.

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of East Sunshine Property Group, generally located at 1750 South Campbell Avenue, 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.)

Preliminary Plat of Degraffenreid-Wood Subdivision

Sponsor: Schilling. Council Bill 2020-128.

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Degraffenreid-Wood Subdivision, generally located at 2001 West Walnut Lawn Street, 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.)

Preliminary Plat of Troy Acres

Sponsor: Ferguson. Council Bill 2020-129.

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Troy Acres 1st Addition, generally located at 500 block of South Troy Avenue, 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.)

CONSENT AGENDA ONE READING BILLS

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

**Cost
Apportionment
Agreement with
MoDOT**

Sponsor: Ferguson. Council Bill 2020-107.

A Special Ordinance authorizing the City Manager or his designee to enter into a First Supplemental Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to modify the payment schedule between the City of Springfield and the Missouri Highways and Transportation Commission.

Council Bill 2020-107. Special Ordinance 27327 was approved by the following roll call vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk and McClure. Nays: None. Absent: None. Abstain: None.

**Springfield-Greene
County Public
Library Board**

Confirm the following appointment the Springfield-Greene County Public Library Board: Michelle Moulder with term to expire July 2, 2021.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman Simpson moved to Adjourn. Councilman Lear seconded the motion, and it was approved by the following vote. Ayes. Simpson, Schilling, Ferguson, Fisk, Ollis, Lear, McGull and McClure. Nays. Hosmer. Absent. None. Abstain. None. The meeting adjourned at 11:45 p.m.

Prepared by
Monica Paxton

Anita J. Cotter, CMC/MRCC
City Clerk

June 9, 2020
Springfield, Missouri

The City Council met in special session June 9, 2020 at Historic City Hall. 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*, Andrew Lear*, Abe McGull and Ken McClure. Absent. None.

*Members attending via videoconference.

Closed Session Councilman McGull 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.; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

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

Anita J. Cotter, CMC/MRCC
City Clerk

June 10, 2020
Springfield, Missouri

The City Council met in special session June 10, 2020 at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

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

*Members attending via videoconference.

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

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

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 33
Filed: 05-26-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 113

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately 68
3 acres of property generally located at 2607 North Mulroy Road from
4 Planned Development 225 and HM, Heavy Manufacturing District with
5 Conditional Overlay District No. 94 to IC, Industrial Commercial District
6 and establishing Conditional Overlay District No. 185; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning
8 Commission both recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 2607 North Mulroy Road, and more fully described in "Exhibit B,"
13 from Planned Development 225 and HM, Heavy Manufacturing District with Conditional
14 Overlay District No. 94 to IC, Industrial Commercial District and establishing Conditional
15 Overlay District No. 185, which is attached hereto as "Exhibit A;" and
16

17 WHEREAS, Conditional Overlay District No. 185 shall modify the requirements of
18 the Springfield Land Development Code Section 36-434, Industrial Commercial District,
19 by requiring that the property described in "Exhibit B" comply with the requirements
20 described in "Exhibit A;" and
21

22 WHEREAS, following proper notice, a public hearing was held before the
23 Planning and Zoning Commission on May 7, 2020, a copy of the Record of Proceedings
24 from said public hearing being attached hereto as "Exhibit C," and said Commission
25 made its recommendation; and
26

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

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

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

35
36 Section 1 – The property described in "Exhibit B," which is attached hereto and
37 incorporated herein by this reference, is hereby rezoned from Planned Development
38 225 and HM, Heavy Manufacturing District with Conditional Overlay District No. 94, or
39 such zoning districts as are designated on the official zoning map adopted by City
40 Council, to IC, Industrial Commercial District. City Council hereby establishes
41 Conditional Overlay District No. 185 and the requirements of said Conditional Overlay
42 District, which are described in "Exhibit A" and are hereby incorporated by this reference
43 as if set out verbatim herein, shall apply to the subject property. Springfield Land
44 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
45 hereby amended, changed and modified consistent with this Ordinance.

46
47 Section 2 – City Council hereby directs the City Manager, or his designee, to
48 update the City's digital zoning map to reflect this rezoning, and City Council adopts the
49 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided
50 for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps
51 and rules of interpretation.'

52
53 Section 3 – The Official Zoning Map herein adopted shall be maintained and
54 archived in the same digital form in which this Council has approved its adoption.

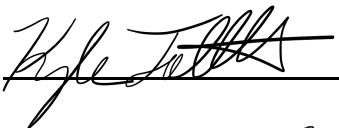
55
56 Section 4 – This Ordinance shall be in full force and effect from and after
57 passage.

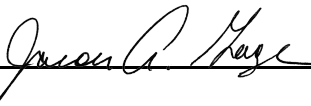
58
59 Passed at meeting: _____

60
61 _____
62 Mayor

63
64 Attest: _____, City Clerk

65
66 Filed as Ordinance: _____

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

69
70
71 Approved for Council action:  _____, City Manager
72

EXPLANATION TO COUNCIL BILL 2020 - 113

FILED: 05-26-20

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 68 acres of property generally located at 2607 North Mulroy Road from Planned Development 225 and HM, Heavy Manufacturing District with Conditional Overlay District No. 94 to IC, Industrial Commercial District and establishing Conditional Overlay District No. 185; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-11-2020/
CONDITIONAL OVERLAY DISTRICT NO. 185

The applicant is proposing to rezone approximately 68 acres of property generally located at 2607 North Mulroy Road from Planned Development 225 and HM, Heavy Manufacturing District with Conditional Overlay District No. 94 to IC, Industrial Commercial District and establishing Conditional Overlay District No. 185. The applicant is wanting to consolidate both areas into one zoning district that allows for commercial development in the northeast corner and continued manufacturing development on the balance of the site. The IC District is an appropriate district since it allows for both commercial and industrial uses and eliminates an older remnant Planned Development in the northeast.

The northeast 10 acres is currently zoned Planned Development No. 225. The main difference between Planned Development 225 and the IC, Industrial Commercial District is that a final development plan does not have to be reviewed and approved by Planning and Zoning Commission (a full comparative table can be found in "Exhibit D - Attachment 4"). The existing PD 225 preliminary development plan shows the specific location of streets and buildings. The applicant's plans have changed, and they want more flexibility in the development of the property. The proposed rezoning will not significantly increase the intensity of uses or development on the site.

The remaining 58 acres is currently zoned HM, Heavy Manufacturing with Conditional Overlay District No. 94. The main difference between this district and the proposed IC, Industrial Commercial District is that many of the required improvements have been completed thus removed from the COD and that intense commercial uses such as retail sales and eating and drinking establishments uses are allowed without restrictions in the proposed IC district (a full comparative table can be found in "Exhibit D - Attachment 4").

REMARKS:

The Planning and Zoning Commission held a public hearing on May 7, 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 D," Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for light industry, office or office-warehouse. This area is also within the emerging Activity Center of I-44 and Mulroy Road as described in the *Plan*. The proposed IC, Industrial Commercial zoning district with COD No. 185 is consistent with the recommendation.
2. The request has similarities to Planned Development 225 requirements and the adjacent zoning along Kearney Street/State Highway OO and Mulroy Road and the intent of the IC district to be located primarily at major intersections in or adjacent to industrial areas. The property is located at the intersection of three primary arterials in Kearney Street/State Highway OO, Mulroy Road and Farm Road 112.
3. The application is consistent with the IC district intent to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans. All industrial operations are permitted provided they are conducted inside a building, although related outdoor storage is permitted.
4. The proposed conditional overlay district will mitigate the potential impact between the industrial and residential uses by requiring improvements to the surrounding public infrastructure and restricting access. The proposed conditional overlay district and the development requirements in the IC District are adequate for mitigating any potential impacts of the proposed development on the adjoining properties.

Submitted by:


Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood Meeting Summary

Attachment 4: Comparative Tables

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-11-2020 & CONDITIONAL OVERLAY DISTRICT NO. 185

The requirements of *Section 36-434* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Access to Mulroy Road shall be provided with a minimum 12 foot wide right turn lane with 50 foot of storage, 170 foot deceleration, 100 foot taper and 4 foot shoulders, consistent with MODOT's standards and as approved by Director of Public Works. (See Exhibit C3 traffic memo dated July 23, 2015 as prepared by Olsson Associates beginning on page 39 of General Ordinance No. 6219).
2. No public access to Mulroy Road shall be permitted from Station Point 107.50 south by this property owner. A secured Fire Department access drive complying with the requirements of the current International Fire Code may be provided in this limited access section of Mulroy Road.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-11-2020 & CONDITIONAL OVERLAY DISTRICT NO. 185

BEGINNING AT THE SOUTHEAST CORNER OF ENTERPRISE PARK, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF SUNSHINE STREET; THENCE N 02°04'53" E, ALONG THE EAST LINE OF SAID ENTERPRISE PARK, 149.82 FEET; THENCE N 14°28'59" E, ALONG THE EAST LINE OF SAID ENTERPRISE PARK, 666.97 FEET; THENCE N 02°01'15" E, ALONG THE EAST LINE OF SAID ENTERPRISE PARK, 278.01 FEET; THENCE N 59°36'03" E, ALONG THE EAST LINE OF SAID ENTERPRISE PARK, 118.42 FEET; THENCE ALONG THE EAST LINE OF SAID ENTERPRISE PARK AND THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET AND HAVING A CENTRAL ANGLE OF 34°28'46", 195.58 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY ONE (21) WEST; THENCE S 87°19'11" E, ALONG THE NORTH LINE OF THE S1/2 OF THE SE¼ OF SAID SECTION 29, 946.22 FEET TO THE WEST RIGHT-OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG SAID WEST RIGHT-OF-WAY LINE AND THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 10693.00 FEET AND A CENTRAL ANGLE OF 07°09'53", 1337.13 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SUNSHINE STREET; THENCE NORTH 87°26'27" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SUNSHINE STREET, 1648.33 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE PROPERTY RECORDED IN BOOK 1523, PAGE 81 AND BOOK 1522, PAGE 1970, RESPECTIVELY, IN GREENE COUNTY, MISSOURI.

Exhibit C

**RECORD OF PROCEEDINGS
ZONING CASE Z-11-2020 & CONDITIONAL OVERLAY DISTRICT NO. 185
Planning and Zoning Commission – May 7, 2020**

Z-11-2020
2607 North Mulroy Road
Applicant: SRC Holdings Corp.

Mr. Hosmer stated that this is a request to rezone approximately 68 acres of property generally located at 2607 N. Mulroy Road from Planned Development 225 and HM, Heavy Manufacturing with COD #94 to IC, Industrial Commercial District and establishing Conditional Overlay District No. 185. The Comprehensive Plan identifies this area as an appropriate area for light industry, office or office-warehouse. This area is also within the emerging Activity Center of I-44 and Mulroy Road as described in the Plan. The Transportation Plan classifies Kearney St./State Highway OO, Mulroy Road and Farm Road 112 as primary arterial roadways. A Traffic Impact Study has been submitted and will require improvements for access to Mulroy Road. A fee in lieu of on-site stormwater detention will not be allowed, and the property is not located in a stream buffer area. The proposed rezoning will not significantly increase the intensity of uses or development on the site. Staff recommends approval.

Mr. King asked why not straight Industrial Commercial and why the overlay.

Mr. Hosmer noted that there are other conditions.

Mr. Doennig opened the public hearing.

Mr. Geoff Butler, 319 N. Main stated that this was rezoned to Planned Development, however the Planned Development does not allow what SRC needs and the Industrial Commercial is a better fit to commerce and this area has several sink holes.

Mr. King asked why a conditional overlay, why not straight Industrial Commercial zoning.

Mr. Butler noted that there are requirements to the Planned Department and Heavy Manufacturing zoning which are the improvements to North Mulroy Road and the right turn lane, and they will be done in a few weeks.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Coltrin motioned to **approve** Z-11-2020 (2607 North Mulroy Road). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Jobe, Ogilvy, Shuler, Thomas, and Rose. Nays: None. Abstain: None. Absent: Broekhoven and Cox.



Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:

MAY 7, 2020

June 1, 2020

CASE: Z-11-2020 w/COD #185

ACRES: Approximately 68 acres

LOCATION: 2607 N. Mulroy Road

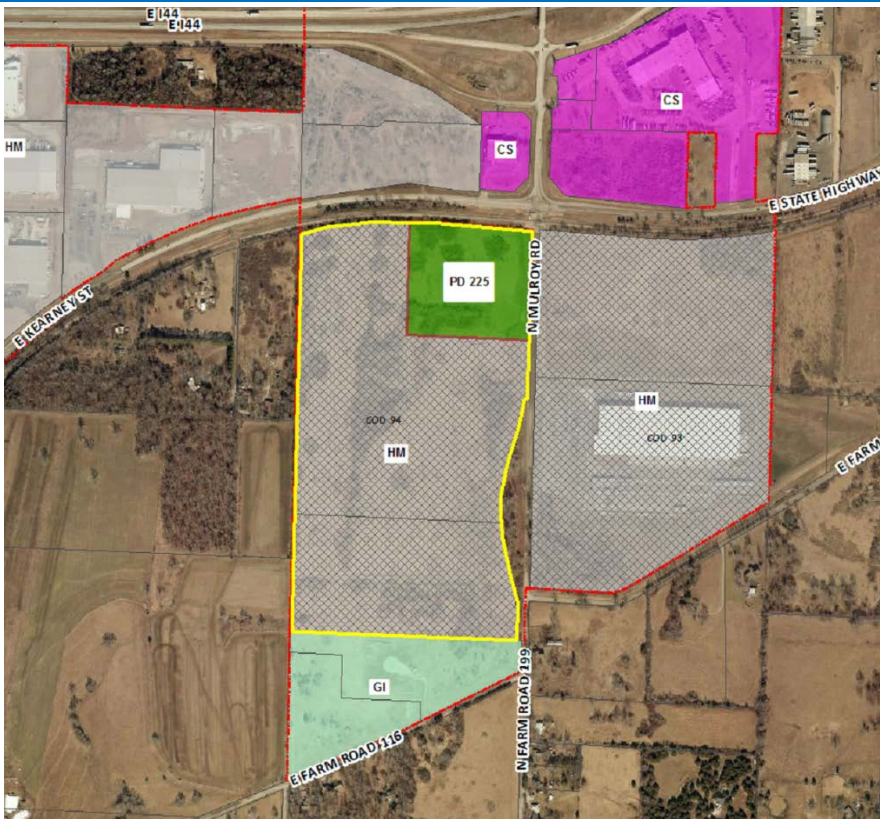
EXISTING LAND USE: Manufacturing and vacant/undeveloped land

APPLICANT: SRC Holdings Corp.

STAFF: Daniel Neal, Senior Planner, 864-1036

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 68 acres of property generally located at 2607 N. Mulroy Road from Planned Development 225 and HM, Heavy Manufacturing with COD #94 to IC, Industrial Commercial District and establishing Conditional Overlay District No. 185.

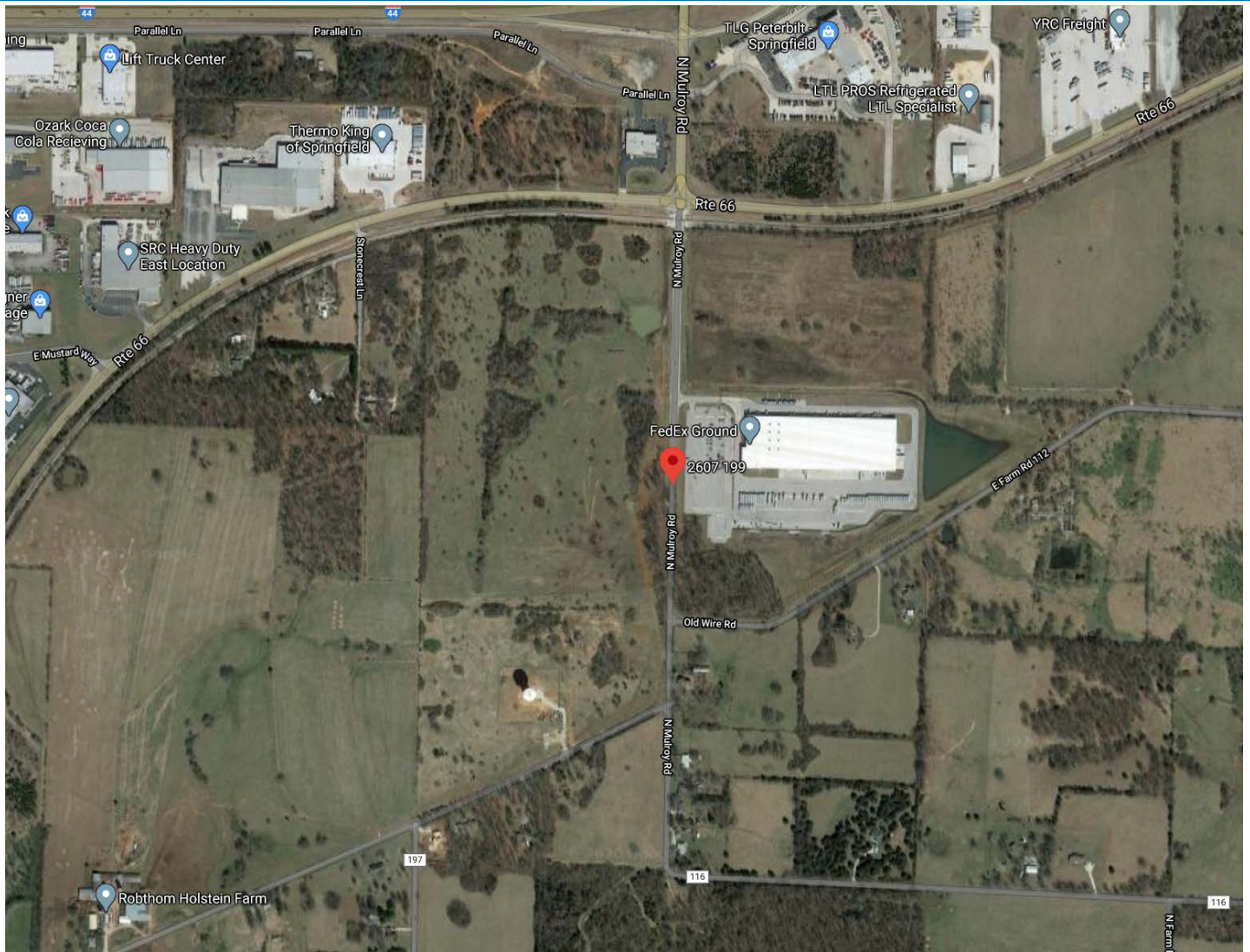
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for light industry, office or office-warehouse. This area is also within the emerging Activity Center of I-44 and Mulroy Road as described in the *Plan*. The proposed IC, Industrial Commercial zoning district with COD #185 is consistent with the recommendation.
2. The request has similarities to Planned Development 225 requirements and the adjacent zoning along Kearney Street/State Highway OO and Mulroy Road and the intent of the IC district to be located primarily at major intersections in or adjacent to industrial areas. The property is located at the intersection of three primary arterials in Kearney St./State Highway OO, Mulroy Road and Farm Road 112.
3. The application is consistent with the IC district intent to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans. All industrial operations are permitted provided they are conducted inside a building, although related outdoor storage is permitted.
4. The proposed conditional overlay district will mitigate the potential impact between the industrial and residential uses by requiring improvements to the surrounding public infrastructure and restricting access. The proposed conditional overlay district and the development requirements in the IC District are adequate for mitigating any potential impacts of the proposed development on the adjoining properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM & CS	GI	HM COD 93	County A-R and A-1
LAND USE	Commercial Service uses	City Utilities uses	Manufacturing and distribution uses	Single-family residential and agricultural uses

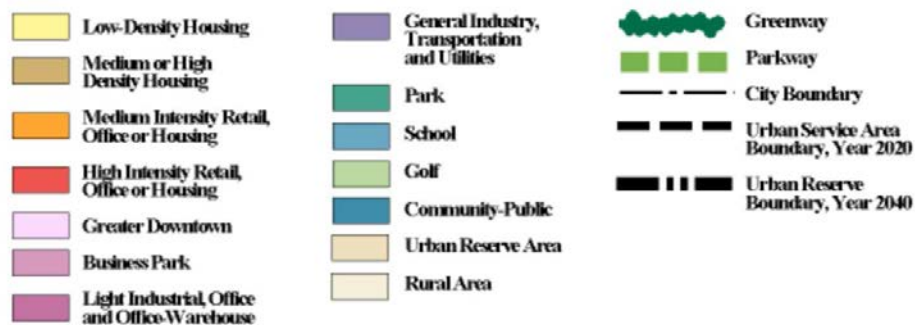
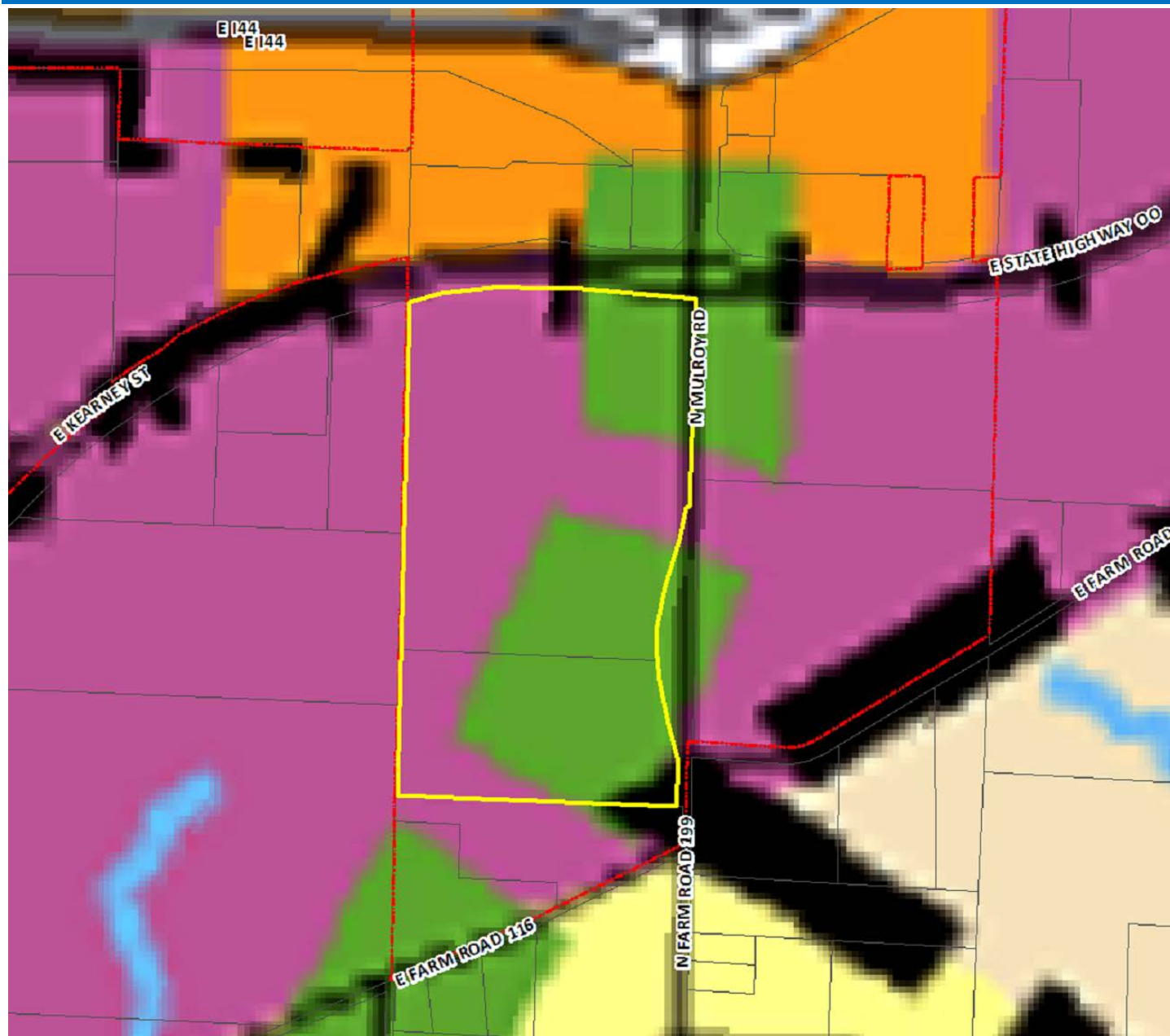
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property is currently split zoned as HM, Heavy Manufacturing and COD #94 which was rezoned in 2015 and Area A of Planned Development 225 which is a remnant of the same property. Planned Development 225 was approved by City Council in 1999. The portion of property zoned Planned Development 225 Area A is currently undeveloped. The HM-zoned property has a new manufacturing building and parking.

PLANNING AND ZONING COMMISSION AUTHORITY:

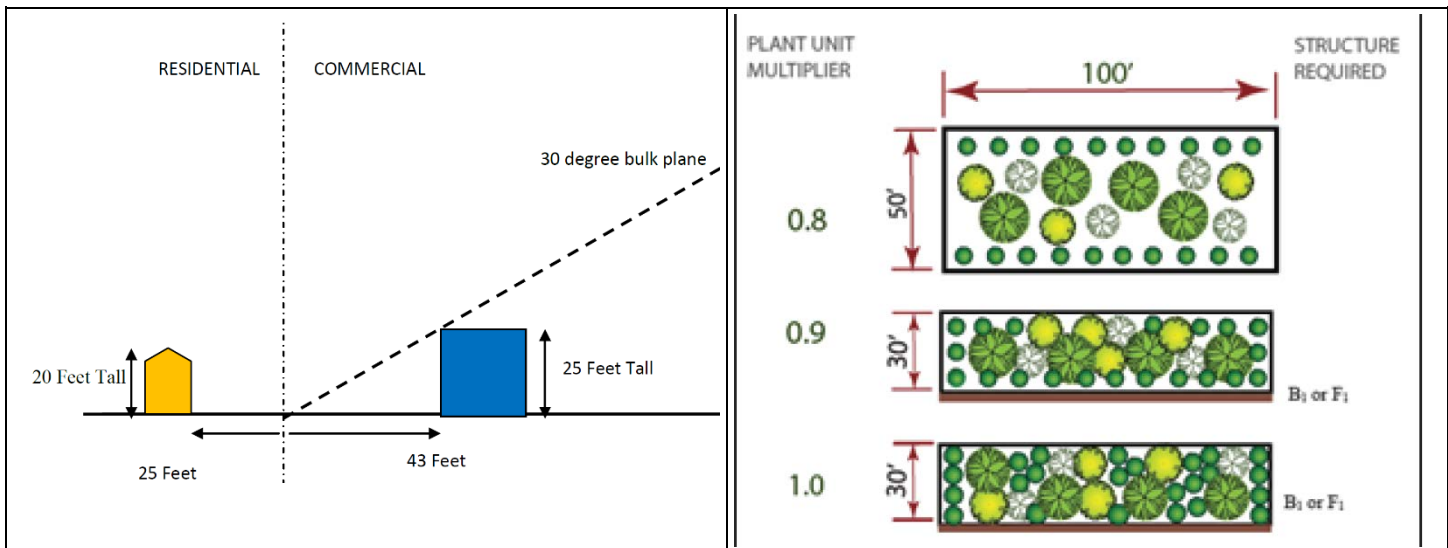
Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR IC
Use Limitations	(a) No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) All industrial operations and activities, except off-street parking and loading facilities and storage, shall be conducted wholly inside a building, or buildings. (d) Storage may be maintained outside a building in side yards or rear yards if such storage area is screened from public streets, designated arterials or greater street classifications, and from other property, except property located in an IC, LI, GM, or HM district. (e) All outdoor storage shall be at least 100 feet from any residential district boundary. (f) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
Maximum structure height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district.
Minimum open space	Not less than 15 percent of the total lot area
Maximum impervious area	Shall not exceed 85 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
45-degree bulk pane is required along the north & west property line adjacent to County R-1 zoning.	A Bufferyard type B is required along the west property line adjacent to County A-R and A-1 zoning.



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* which identifies this as an appropriate area for light industry, office or office-warehouse. This area is also within the emerging Activity Center of I-44 and Mulroy Road as described in the plan. The proposed IC, Industrial Commercial zoning district with COD #185 is consistent with the recommendation.

The intent of the IC district to be located primarily at major intersections in or adjacent to industrial areas. The property is located at the intersection of three primary arterials in Kearney St./State Highway OO, Mulroy Road and Farm Road 112.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 68 acres of property generally located at 2607 N. Mulroy Road from Planned Development 225 and HM, Heavy Manufacturing with COD #94 to IC, Industrial Commercial District and establishing Conditional Overlay District No. 185. The applicant is wanting to consolidate both areas into one zoning district that allows for commercial development in the northeast corner and continued manufacturing development on the balance of the site. The IC District is a good fit because it allows for both commercial and industrial uses and eliminates an older remnant Planned Development in the northeast.
2. The *Growth Management and Land Use Plan* also shows this area as an emerging Activity Center which is immediately adjacent to Partnership Industrial Center. Development in this area could be related to the I-44 - U.S. 65 Activity Center, the Partnership Industrial Center, or could contain characteristics related to both. The I-44 - U.S. 65 Activity Center is a significant regional Activity Center that makes this area a major employment center. This property is located at the intersection of two primary arterials, Kearney Street/State Highway OO and Mulroy Rd. (Farm Road 199) as designated by the Major Thoroughfare Plan. The IC District is intended to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans. All industrial operations are permitted provided they are conducted inside a building, although related outdoor storage is permitted. Staff believes the subject site meets the recommendations of the City's *Comprehensive Plan* and intent of the IC District.
3. Areas zoned IC are intended to be located primarily at major intersections in or adjacent to industrial areas and on land that is designated as a mixed industrial/commercial use area in the *Comprehensive Plan*. Areas zoned IC are intended to be at least five acres in size unless they adjoin a LI, light industrial, GM, general manufacturing, or HM, heavy manufacturing district, or the zoning is based on an adopted plan or comprehensive zoning scheme.
4. The proposed conditional overlay district will mitigate the potential impact between the industrial and residential uses by requiring improvements to the surrounding public infrastructure and restricting access. The proposed conditional overlay district and the development requirements in the IC District are adequate for mitigating any potential impacts of the proposed development on the adjoining properties.

5. The northeast 10 acres is currently zoned Planned Development No. 225. The main difference between Planned Development 225 and the IC, Industrial Commercial District is that a final development plan does not have to be reviewed and approved by Planning and Zoning Commission. The existing PD 225 preliminary development plan shows the specific location of streets and buildings. The applicant's plans have changed, and they want more flexibility in the development of the property. The proposed rezoning will not significantly increase the intensity of uses or development on the site. The other differences are listed below.
- a. The following uses that have potential to be more intense will be permitted in the proposed IC district and COD #185 that were not previously permitted in PD 225:
- 1) Accessory uses, as permitted by section 36-450, accessory structures and uses.
 - 2) Ambulance services.
 - 3) Auction sales, flea markets, and swap meets.
 - 4) Automobile service garages including body and fender repair and paint shops.
 - 5) Awning and canvas sales and rental.
 - 6) Bus stations.
 - 7) Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
 - 8) Commercial off-street parking lots and structures.
 - 9) Commercial outdoor recreation use group.
 - 10) Construction equipment storage yards.
 - 11) Entertainment-oriented use group.
 - 12) Funeral homes, mortuaries, and crematoriums.
 - 13) Household resource recovery collection centers, screened from all residential districts and public rights-of-way in conformance with section 36-480, screening and fencing, (non-household resource recovery collection centers are permitted by (c) above).
 - 14) Manufactured housing (mobile home) and trailer sales, leasing and service with no storage.
 - 15) Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 - 16) Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 - 17) Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 - 18) Medical marijuana testing facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 - 19) Nurseries, greenhouses and garden stores.
 - 20) Personal services use group including massage parlors.
 - 21) Pest control services.
 - 22) Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges.
 - 23) Public or private vehicle and boat storage garages, yards, or lots.
 - 24) Self-service storage facilities.
 - 25) Swimming pool sales and display.
 - 26) Taxi dispatch yards and offices.
 - 27) Temporary uses, as permitted by section 36-452, temporary uses.
 - 28) Upholstery shops.
 - 29) Veterinary clinics, animal hospitals and outdoor kennels provided that at the time the use is established any outdoor activities are clearly accessory to the primary use and provided that no outdoor activities are located closer than a 300-foot radius from a building used for a church, school, hotel, motel, or restaurant, or from a property zoned residential or a building used for residential purposes.
 - 30) Wholesale sales use group

- b. The proposed IC District and COD #185 has a couple of differences in the Use Limitations regarding industrial operations. The current PD 225 requires "All industrial operations will be conducted inside a building with related outdoor storage screened from surrounding properties." The IC District requires:
 - 1) All industrial operations and activities, except off-street parking and loading facilities and storage, shall be conducted wholly inside a building, or buildings.
 - 2) Storage may be maintained outside a building in side yards or rear yards if such storage area is screened from public streets, designated arterials or greater street classifications, and from other property, except property located in an IC, LI, GM, or HM district.
 - 3) All outdoor storage shall be at least 100 feet from any residential district boundary.
 - c. The proposed IC District and COD #185 has a front yard setback of 25 feet from Mulroy Road with no side or rear yard setbacks except for bufferyards. PD 225 has a front yard setback for buildings and vehicular uses area of 40 feet with side and rear yards of 15-30 feet depending on uses.
 - d. The proposed IC District and COD #185 has no maximum structure height requirements except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district. Staff considers County A-1 and County A-R to be most similar to the R-SF district intensity and would apply the bulk plane from the boundary of the closest district. The existing PD 225 has a maximum structure height requirement of 60 feet above the mean grade elevation of the lot and shall not exceed a height greater than its horizontal distance from any right-of-way line. This is identical to a 45-degree bulk plane as required in our more intense commercial districts.
 - e. The proposed IC District and COD #185 has a minimum open space requirement of 15 percent and maximum impervious surface requirement of 85 percent. PD 225 has an open space requirement of 20 percent and maximum impervious surface requirement of 80 percent. The proposed IC District does not have a maximum building coverage or floor area ratio. The existing PD 225 has a maximum building coverage of 60 percent and maximum floor area ratio for permitted structures of 1.0.
 - f. The proposed IC district and COD #185 requires a perimeter landscaping requirement along Mulroy Road of at least 10 feet wide while the existing PD 225 requires a 20 foot wide landscaped bufferyard containing canopy trees spaced 40 foot on center within this strip along Mulroy Road right-of-way.
 - g. Any development along the proposed IC District and COD #185 will need to meet Public Works Design Standards for spacing requirements. The existing PD 225 limits the property along Mulroy Rd. to a maximum of three points of access with at least 200 feet of separation between points of access to the public street system.
 - h. The proposed IC District and COD #185 will need to meet the current sign code requirements based upon street frontage on a primary arterial. PD 225 Area A was permitted one detached development sign at forty feet high and three hundred fifty square feet in area, one detached sign at thirty feet high and two hundred fifty square feet in area for each lot fronting Mulroy Road and one detached monument sign at ten feet high and one hundred square feet in area per vehicular entrance from the internal loop road.
 - i. Public improvements have been made and required based upon the prior Traffic Study.
 - j. The proposed IC District and COD #185 does not have a requirement for final development plan review. The plans will be reviewed by various departments when they are submitted for building permits. The existing PD 225 requires Planning and Zoning Commission to review and approve that the final development plan for this area is in compliance with PD 225 requirements.
6. The remaining 58 acres is currently zoned HM, Heavy Manufacturing with Conditional Overlay District No. 94. The main difference between this district and the proposed IC, Industrial Commercial District is that many of the required improvements have been completed thus removed from the COD and that intense commercial uses such as retail sales and eating and drinking establishments uses are allowed without restrictions in the proposed IC district. The other differences are as follows:

- a. The proposed IC District allows for many additional uses than the HM District with COD #94; however, most of these uses are less intense than what is currently permitted in the HM District. The proposed IC district and COD #185 allows additional commercial uses that are similar to the HC, Highway Commercial District.
 - b. The proposed IC district with COD #185 will have more restrictive Use Limitation requirements on outdoor storage and outdoor activities. The HM District with COD #185 allows for outdoor storage and activities that are associated with the permitted uses.
 - c. The bulk, area and height requirements in the proposed IC District and COD #185 will be more restrictive than the HM District and COD #94. The proposed IC District and COD #185 has no maximum structure height requirements except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district. Staff considers County A-1 and County A-R to be most similar to the R-SF district intensity and would apply the bulk plane from closest boundary of these district.
 - d. The open space and maximum impervious surface requirements are more restrictive in the proposed IC District and COD #185 in comparison to the existing HM and COD #94 requirements. The IC District requires 15 percent open space for all uses while the HM district does not require any open space unless the development is primarily office.
 - e. The proposed IC district will have a perimeter landscaping requirement along Mulroy Road of at least 10 feet wide, a landscaped Bufferyard Type C (15 feet wide) along the south property line between the IC and GI districts and a landscaped Bufferyard Type G (30 feet wide) between the IC and County A-1/A-R districts to the west. The existing HM zoning requires a Bufferyard Type I (40 feet wide) adjacent to a R-SF District.
7. After review of the IC District and COD #185, staff supports eliminating the split zoned property (PD 225 and HM) and the older remnant Planned Development No. 225.
 8. A more detailed comparative table has been provided on Attachment 4.
 9. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due to the Mayor's Proclamation of Civil Emergency. Property owners were mailed a comment card to provide their comments. All received comments are attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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: 8 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

No issues with the proposed rezoning. Sewer is currently being extended to the property.

FIRE DEPARTMENT COMMENTS:

No issues.

PUBLIC WORKS CONSTRUCTION INSPECTION COMMENTS:

Based on comments from others, the right turn lane (2019PW0009) and sewer improvements (2019PW008) had a escrow in place that is good through 7-24-2020. Previous improvements were completed at the intersection of Kearney and Mulroy under job 2015PW0031 in 2016.

These improvements noted suffice for current PLN requirements.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both N. Mulroy Road and E. Kearney Street as Primary Arterial roadways. The standard right-of-way width for N. Mulroy Road and E. Kearney Street is 50 feet from the centerline. It appears no additional right-of-way is needed along N. Mulroy Road or E. Kearney Street. A survey is recommended to determine the exact amount of existing right-of-way. N. Mulroy Road is a city-maintained street and E. Kearney Street is a state maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for N. Mulroy Road or E. Kearney Street. On-street parking is not allowed along N. Mulroy Road or E. Kearney Street.

DRIVEWAY ACCESS

There is no driveway access point onto the property from N. Mulroy Road. Access to this property will be allowed based on existing City of Springfield standards for a Primary Arterial. No access is allowed from E. Kearney Street.

SIDEWALK

There is not existing sidewalk along the property frontage of N. Mulroy Road or E. Kearney Street. The developer has paid a fee in lieu of constructing sidewalks on N. Mulroy Road. MoDOT did not require sidewalks to be constructed along E. Kearney Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Farm Road 182. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was submitted when the entire property was rezoned on the west as well as the east side of Mulroy Road. All improvements have been made except for the following: Access to N. Mulroy Road shall be provided with a minimum 12-foot wide right turn lane with 50-foot of storage, 170-foot deceleration, 100-foot taper and 4-foot shoulders consistent with MoDOT's standards and as approved by the Director of Public Works. Plans are approved and funds have been escrowed for this improvement.

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	N. Mulroy Road	Primary Arterial	No	50	50
Street 2	E. Kearney Street	Primary Arterial	No	50	50
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		476	544	2,652	
*Proposed Trips Generated		1,224	5,304	57,120	
Additional Trips Generated		748	4,760	54,468	

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

PUBLIC WORKS STORMWATER COMMENTS:

The property is in the South Dry Sac 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 will be required. Water quality will be required if adding an additional acre of impervious area. The property is not located in a stream buffer area.

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

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

5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	South Dry Sac 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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASEZ-11-2020 CONDITIONAL OVERLAY DISTRICT NO. 185

The requirements of Section 36-434 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following.

1. Access to Mulroy Road shall be provided with a minimum 12 foot wide right turn lane with 50 foot of storage, 170 foot deceleration, 100 foot taper and 4 foot shoulders, consistent with MoDOT's standards and as approved by Director of Public Works. (See Exhibit C3 traffic memo dated July 23, 2015 as prepared by Olsson Associates).
2. No public access to Mulroy Road shall be permitted from Station Point 107.50 south by this property owner. A secured Fire Department access drive complying with the requirements of the current International Fire Code may be provided in this limited access section of Mulroy Road.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Heavy Manufacturing and PD225 to Industrial Commercial
(existing zoning)
2. Meeting Date & Time: Monday April 13 4:00 PM to 6:30 PM
3. Meeting Location: Construction Job Retailer at SCR Construction Site 2607 N Mulroy
4. Number of invitations that were sent: Twenty three
5. How the mailing list was generated: by City
6. Number of neighbors in attendance (attach a sign-in sheet): _____
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).

Meeting canceled due to Covid 19 stay at home orders.
Neighbors notified by mail by City.

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

I, _____ (print name), attest that the neighborhood meeting was held on _____ (month/date/year), 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

Printed name of person completing affidavit

Neighborhood Notice

Date of Letter:

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all development applications involving an advertised public hearing require that a developer hold a neighborhood meeting and invite the property owners within 500 feet of the property and to invite the officers of any registered neighborhood association on file with the City of Springfield.

However due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time and you can respond via mail or e-mail.

The applicant or representative below has filed an application with the City of Springfield for a change of land use, zoning or street vacation in your neighborhood.

APPLICANT or REPRESENTATIVE CONTACT INFORMATION:

Applicant/Representative Name:

Address:

City, State and Zip:

Phone Number: E-mail:

PROJECT LOCATION:

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

We are proposing to change the current zoning from Heavy Manufacturing and PD 225 to Industrial Commercial. PD 225 on the NE corner of the tract allows commercial development but is a PD which is cumbersome. Industrial Commercial zoning allows all of the same uses without the cumbersome nature of the Planned Development.

Please e-mail your input to: zoning@springfieldmo.gov or mail the "comment card" to:

**Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, MO 65802**

COMPARATIVE TABLES:

ATTACHMENT 4

Proposed IC District	Existing PD 225
1. Permitted Uses. (a) Accessory uses, as permitted by section 36-450, accessory structures and uses. (b) Ambulance services. (c) Any residential dwellings existing at the time the district is mapped. As a conforming use, such a dwelling can be expanded or, if destroyed, replaced with another dwelling of the same type within 18 months of being destroyed. (d) Auction sales, flea markets, and swap meets. (e) Automobile service garages including body and fender repair and paint shops. (f) Awning and canvas sales and rental. (g) Bus stations. (h) Catering businesses. (i) Cemeteries. (j) Churches and other places of worship, including parish houses, Sunday schools, and overnight shelters. (k) Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site. (l) Commercial off-street parking lots and structures. (m) Commercial outdoor recreation use group. (n) Construction equipment storage yards. (o) Entertainment-oriented use group. (p) Funeral homes, mortuaries, and crematoriums. (q) Household resource recovery collection centers, screened from all residential districts and public rights-of-way in conformance with section 36-480, screening and fencing, (non-household resource recovery collection centers are permitted by (c) above). (r) Manufactured housing (mobile home) and trailer sales, leasing and service with no storage. (s) Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities. (t) Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.	Permitted Uses. a) Any establishment that provides supplies and/or services primarily to commercial and industrial customers. b) Any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, good or products and business and sales offices accessory thereto. c) Athletic clubs, fitness centers, and indoor sports facilities. d) Automobile parts and accessory stores, including sales, service, installation and repair. e) Automobile service stations. f) Automobile washing business including automatic, coin-operated, and moving-line facilities. g) Bakeries, retail or wholesale. h) Banks and financial institutions, including automatic teller machines and drive-thru facilities. i) Batter recycling and reprocessing. j) Commercial laundry. k) Commercial amusements. l) Convenience stores with or without gas pumps. m) Day care centers n) Electric and steam power plants. o) Furniture and appliance stores when located as part of a shopping center complex. p) Hardware and home improvement stores. q) Heating and plumbing sales and service. r) Heavy machinery and equipment sales and service. s) Heliports. t) Home and general equipment rental agencies. u) Hotels, motels, and inns. v) Offices, administrative, business, finance, and professional. w) Offices, medical and dental. x) Personal services establishments, excluding massage parlors. y) Pet stores and pet grooming as part of the shopping center complex, no overnight boarding. z) Photo processing. - aa) Police and fire stations. - bb) Public service and public utility uses. - cc) Restaurants, including drive-ins pick-up and drive-thru facilities. - dd) Retail establishments excluding package liquor stores. - ee) Schools, professional commercial, industrial and trade. - ff) Truck stops. - gg) Warehousing, storage and distribution centers.

Proposed IC District	Existing PD 225
(u) Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities. (v) Medical marijuana testing facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities. (w) Nurseries, greenhouses and garden stores. (x) Personal services use group including massage parlors. (y) Pest control services. (z) Private clubs and lodges. (aa) Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges. (bb) Public or private vehicle and boat storage garages, yards, or lots. (cc) Public service and public utility uses, as follows: 1. Tier I wireless facilities in accordance with section 36-466, telecommunication towers. 2. Tier III wireless facilities in accordance with section 36-466, telecommunication towers, provided wireless towers 60 feet or greater in height allow collocation of at least one additional provider's facilities. 3. Tier IV wireless facilities in accordance with section 36-466, telecommunication towers, provided wireless towers are setback from any residential district at least two feet for every one foot of tower height and allow collocation of at least one additional provider's facilities or at least two additional providers' facilities if the tower height is 120 feet or greater. 4. Water reservoirs, water standpipes, and elevated and ground-level water storage tanks. (dd) Schools or development centers for persons with handicaps or development disabilities. (ee) Self-service storage facilities. (ff) Short-term rental type 3 in accordance with section 36-473 and subject to conditions in subsection (2)(d), if applicable. (gg) Swimming pool sales and display. (hh) Taxi dispatch yards and offices. (ii) Taxidermists. (jj) Temporary uses, as permitted by section 36-452, temporary uses.	

Proposed IC District	Existing PD 225
(kk) Towers other than wireless facilities, less than 100 feet in height, and related facilities. (ll) Upholstery shops. (mm) Veterinary clinics, animal hospitals and outdoor kennels provided that at the time the use is established any outdoor activities are clearly accessory to the primary use and provided that no outdoor activities are located closer than a 300-foot radius from a building used for a church, school, hotel, motel, or restaurant, or from a property zoned residential or a building used for residential purposes. (nn) Wholesale sales use group.	
2. Conditional Uses. (a) Overnight shelters and transitional service shelters for 50 or fewer residents, in accordance with subsection 36-363(10)(b)5. (b) Go-cart tracks. (c) Medical marijuana cultivation facility when located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities. (d) Motor freight terminals. (e) Soup kitchens. (f) Tier V wireless facilities in accordance with section 36-466, telecommunication towers. (g) Towers other than wireless facilities, exceeding 100 feet in height, and related facilities, in accordance with subsection 36-363(10)(b)1. (h) Truck stops. (i) Veterinary clinics, animal hospitals and outdoor kennels provided that at the time the use is established any outdoor activities are clearly accessory to the primary use and provided that no outdoor activities are located closer than a 300-foot radius from a building used for a church, school, hotel, or motel, or from a property zoned residential or a building used for residential purposes, or closer than a 100-foot radius from a building used for a restaurant.	Conditional Uses. None.
3. Use Limitations. (a) No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) All industrial operations and activities, except off-street parking and loading facilities and storage,	Use Limitations. (a) All uses shall operate in accordance with the noise standards contained in Section 6-1500, Springfield Zoning Ordinance. (b) No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code. (c) No building shall be used for residential purposes, except that a guard, caretaker, watchman, custodian or other person employed on the premises, and their family, may

Proposed IC District	Existing PD 225
shall be conducted wholly inside a building, or buildings. (d) Storage may be maintained outside a building in side yards or rear yards if such storage area is screened from public streets, designated arterials or greater street classifications, and from other property, except property located in an IC, LI, GM, or HM district. (e) All outdoor storage shall be at least 100 feet from any residential district boundary. (f) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (g) No building shall be used for residential purposes except that a watchman or custodian may reside on the premises. (h) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).	reside on the premises in conformance with Subsection 5-1003.B.6, Springfield Zoning Ordinance. (d) Screening and fencing shall be provided in accordance with Section 6-1000, Springfield Zoning Ordinance. (e) All industrial operations will be conducted inside a building with related outdoor storage screened from surrounding properties.
4. Intensity of Development. None	Intensity of Development. (a) The floor area ratio for permitted structures shall not exceed 1.0 on each buildable lot.
5. Bulk Regulations. (a) Maximum structure height: None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district. (b) Minimum yard requirements (additional bufferyard may be required by subsection (8)). 1. Front yard: a. Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations. b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space and yard regulations. c. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363, conditional use permits, or an approved preliminary plat in accordance with the city's subdivision regulations. 2. Side yards: None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection (8). 3. Rear yards: None, except as required by the bufferyard requirements in subsection (8)). Open space requirements.	Bulk Regulations. The following minimum structure setbacks are required: (b) Front yard: Forty (40) feet. (c) Side yard: Fifteen (15) feet for retail and office uses permitted in Area A, otherwise for all other uses thirty (30) feet or zero (0) feet if buildings are joined by a common wall. (d) Rear yard: Fifteen (15) feet for retail and office uses permitted in Area A, otherwise for all other uses thirty (30) feet or zero (0) feet if buildings are joined by a common wall. (e) There shall be a forty (40) foot wide building and vehicular use area setback along Mulroy Road. (f) No structure shall exceed a height of sixty (60) feet above the mean grade elevation of the lot and shall not exceed a height greater than its horizontal distance from any right-of-way line. (g) The impervious surface ratio for each buildable lot shall not exceed 0.80. (h) The open space ratio for each buildable lot shall be at least 0.20. (i) Building coverage shall not exceed sixty (60) percent of each buildable lot area. (j) All remaining bulk, area and open space requirements from the Springfield Zoning Ordinance at the time of development for the following district shall apply: a. The GR, General Retail District for Area A b. The HM, Heavy Manufacturing District for Area B.

Proposed IC District	Existing PD 225
(a) <i>Minimum open space:</i> Not less than 15 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials. (b) <i>Maximum impervious surface:</i> The combined area occupied by all main and accessory buildings or structures, parking, storage, loading and other paved areas shall not exceed 85 percent of the total lot area unless modified in accordance with subsection 36-482(15).	
6. Access to Public Thoroughfares. Any development must meet current Public Works Design Standards.	Access to Public Thoroughfares. (a) A maximum of three (3) points of access shall be permitted to Mulroy Road. The single access to Area A shall be a private driveway allowing right turn movements only to and from Mulroy. Two (2) points of access are permitted to Mulroy Road. These two points shall be the internal loop street shown on Exhibit A.
7. Signs. New development will need to meet the current sign code requirements based upon street frontage on a primary arterial.	Signs. (a) Area A is permitted one freestanding development sign at forty (40) feet high and three hundred fifty (350) square feet in area. One detached sign at thirty (30) feet high and two hundred fifty (250) square feet in area for each lot fronting Mulroy Road and one detached monument sign at ten (10) feet high and one hundred (100) square feet in area per vehicular entrance from the internal loop road.
8. Perimeter Treatment. New development must meet perimeter landscaping requirements along Mulroy Road of at least 10 feet wide.	Perimeter Treatment. (a) A twenty (20) foot wide landscaping strip along the Mulroy Road right-of-way containing canopy trees spaced forty (40) foot on center within this strip. The landscaping strip shall be planted with a grass lawn.
9. Final Development Plan. None.	Final Development Plan. (a) The final development plan for Area A shall be reviewed and approved by the Planning and Zoning Commission and City Council. The purpose of this review shall be to determine conformance with the provisions of this ordinance and the need for additional right-of-way to construct an overpass for the parkway that would span the rail line and Kearney Street. The City will be responsible for purchasing the additional right-of-way if it is needed.

Proposed IC District COD #185	Existing HM COD #94
1. Permitted Uses. (a) Accessory uses, as permitted by section 36-450, accessory structures and uses. (b) Ambulance services. (c) Any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales offices accessory thereto. (d) Any residential dwellings existing at the time the district is mapped. As a conforming use, such a dwelling can be expanded or, if destroyed, replaced with another dwelling of the same type within 18 months of being destroyed. (e) Auction sales, flea markets, and swap meets. (f) Automobile service garages including body and fender repair and paint shops. (g) Automobile service stations. (h) Automobile washing businesses, including automatic, coin-operated, and moving-line facilities. (i) Awning and canvas sales and rental. (j) Bus stations. (k) Catering businesses. (l) Cemeteries. (m) Churches and other places of worship, including parish houses, Sunday schools, and overnight shelters. (n) Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site. (o) Commercial off-street parking lots and structures. (p) Commercial outdoor recreation use group. (q) Construction equipment storage yards. (r) Day care centers in accordance with chapter 36, article XI, Springfield City Code. (s) Eating and drinking establishments use group. (t) Entertainment-oriented use group. (u) Funeral homes, mortuaries, and crematoriums. (v) General office use group. (w) Household resource recovery collection centers, screened from all residential districts and public rights-of-way in conformance with section 36-480, screening and fencing, (non-	Permitted Uses. (a) Accessory Uses, as permitted by Section 5-1000, Accessory Structures and Uses. (b) Any establishment that provides supplies and/or services primarily to commercial and industrial customers. (c) Any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales office accessory thereto. (d) Battery recycling and reprocessing. (e) Construction equipment storage yards. (f) Commercial laundry. (g) Electric and steam power plants. (h) Heliports. (i) Office, administrative, business, finance, and professional. (j) Motor freight terminals. (k) Police and fire stations. (l) Public services and public utility uses. (m) Retail Sales Use Group provided the sale of products is related to the principal use and provided that the gross amount of floor area devoted to sales and display does not exceed twenty-five (25) percent of the gross floor area of the structure or ten thousand (10,000) square feet, whichever is less. Products related to the principle use include products produced, distributed or sold wholesale on-site by the principle use. (n) Schools, professional commercial, industrial and trade. (o) Warehousing, storage and distribution center. (p) Wholesale Sales.

Proposed IC District COD #185	Existing HM COD #94
household resource recovery collection centers are permitted by (c) above). (x) Manufactured housing (mobile home) and trailer sales, leasing and service with no storage. (y) Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities. (z) Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities. (aa) Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities. (bb) Medical marijuana testing facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities. (cc) Medical office use group. (dd) Nurseries, greenhouses and garden stores. (ee) Upholstery shops. (ff) Personal services use group. (gg) Pest control services. (hh) Police and fire stations. (ii) Private clubs and lodges. (jj) Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges. (kk) Public or private vehicle and boat storage garages, yards, or lots. (ll) Public service and public utility uses, as follows:	

Proposed IC District COD #185	Existing HM COD #94
1. Tier I wireless facilities in accordance with section 36-466, telecommunication towers. 2. Tier III wireless facilities in accordance with section 36-466, telecommunication towers, provided wireless towers 60 feet or greater in height allow collocation of at least one additional provider's facilities. 3. Tier IV wireless facilities in accordance with section 36-466, telecommunication towers, provided wireless towers are setback from any residential district at least two feet for every one foot of tower height and allow collocation of at least one additional provider's facilities or at least two additional providers' facilities if the tower height is 120 feet or greater. 4. Water reservoirs, water standpipes, and elevated and ground-level water storage tanks. (mm) Retail sales use group. (nn) Schools, professional, commercial, industrial and trade. (oo) Schools or development centers for persons with handicaps or development disabilities. (pp) Self-service storage facilities. (qq) Short-term rental type 3 in accordance with section 36-473 and subject to conditions in subsection (2)(d), if applicable. (rr) Swimming pool sales and display. (ss) Taxi dispatch yards and offices. (tt) Taxidermists. (uu) Temporary lodging use group. (vv) Temporary uses, as permitted by section 36-452, temporary uses. (ww) Towers other than wireless facilities, less than 100 feet in height, and related facilities. (xx) Upholstery shops. (yy) Veterinary clinics, animal hospitals and outdoor kennels provided that at the time the use is established any outdoor activities are clearly accessory to the primary use and provided that no outdoor activities are located closer than a 300-foot radius from a building used for a church, school, hotel, motel, or restaurant, or from a property zoned residential or a building used for residential purposes. (zz) Warehouses, storage and distribution centers. (aaa) Wholesale sales use group.	

Proposed IC District COD #185	Existing HM COD #94
Conditional Uses. (a) Overnight shelters and transitional service shelters for 50 or fewer residents, in accordance with subsection 36-363(10)(b)5. (b) Go-cart tracks. (c) Medical marijuana cultivation facility when located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities. (d) Motor freight terminals. (e) Soup kitchens. (f) Tier V wireless facilities in accordance with section 36-466, telecommunication towers. (g) Towers other than wireless facilities, exceeding 100 feet in height, and related facilities, in accordance with subsection 36-363(10)(b)1. (h) Truck stops. (i) Veterinary clinics, animal hospitals and outdoor kennels provided that at the time the use is established any outdoor activities are clearly accessory to the primary use and provided that no outdoor activities are located closer than a 300-foot radius from a building used for a church, school, hotel, or motel, or from a property zoned residential or a building used for residential purposes, or closer than a 100-foot radius from a building used for a restaurant.	Conditional Uses. None.
Use Limitations. (a) No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) All industrial operations and activities, except off-street parking and loading facilities and storage, shall be conducted wholly inside a building, or buildings. (d) Storage may be maintained outside a building in side yards or rear yards if such storage area is screened from public streets, designated arterials or greater street classifications, and from other property, except property located in an IC, LI, GM, or HM district. (e) All outdoor storage shall be at least 100 feet from any residential district boundary.	Use Limitations. (a) No building shall be used for residential purposes, except that a guard, caretaker or other person employed on the premises, and their family, may reside on the premises in conformance with subsection 36-450(3)(b)6. Existing nonconforming residential uses may be expanded up to ten percent of the floor area existing at the time the district is mapped to provide enlarged cooking and sanitary facilities but not bedrooms or other living space. (b) No junk, scrap, salvage, or automobile wrecking yard shall be located within 500 feet of any residential district. (c) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (d) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.

Proposed IC District COD #185	Existing HM COD #94
(f) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (g) No building shall be used for residential purposes except that a watchman or custodian may reside on the premises. (h) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).	(e) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
2. Bulk Regulations. (c) Maximum structure height: None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district. (d) Minimum yard requirements (additional bufferyard may be required by subsection (8)). 1. Front yard: a. Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations. b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space and yard regulations. c. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363, conditional use permits, or an approved preliminary plat in accordance with the city's subdivision regulations. 2. Side yards: None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection (8). 3. Rear yards: None, except as required by the bufferyard requirements in subsection (8)). Open space requirements. (a) <i>Minimum open space:</i> Not less than 15 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials. (b) <i>Maximum impervious surface:</i> The combined area occupied by all main and accessory buildings or structures, parking, storage, loading and other paved areas shall not exceed 85	Bulk Regulations. (a) Maximum height : None. (b) Minimum yard requirements (additional bufferyard may be required by subsection (8)): 1. Front yard: a. Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities and recording, television and radio studios: (i) Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations. (ii) Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space and yard regulations. (iii) The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363, conditional use permits, or an approved preliminary plat in accordance with the city's subdivision regulations. b. All other uses: None. 2. Side yard: a. Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities and recording, television and radio studios: Ten feet or as required by section 36-453, supplemental open space and yard regulations. b. All other uses: None. 3. Rear yard: a. Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios: Ten feet. b. All other uses: None. Open space requirements. (a) Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios. 1. Minimum open space: Not less than 15 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and

Proposed IC District COD #185		Existing HM COD #94
	percent of the total lot area unless modified in accordance with subsection 36-482(15).	other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials. 2. Maximum impervious surface: The combined area occupied by all main and accessory buildings or structures, parking storage, loading and other paved areas shall not exceed 85 percent of the total lot area unless modified in accordance with subsection 36-482(15). (b) All other uses. 1. Minimum open space: None. 2. Maximum impervious surface: None.
3.	Access to Public Thoroughfares. Any development must meet current Public Works Design Standards and no public access to Mulroy Road shall be permitted from Station Point 107.50 south by this property owner. A secured Fire Department access drive complying with the requirements of the current International Fire Code may be provided in this limited access section of Mulroy Road	Access to Public Thoroughfares. (a) No public access to Mulroy Road shall be permitted from Station Point 107.50 south by this property owner. A secured Fire Department access drive complying with the requirements of the current International Fire Code may be provided in this limited access section of Mulroy Road.
4.	Bufferyard and landscaping requirements. New development will have a perimeter landscaping requirement along Mulroy Road of at least 10 feet wide, a landscaped Bufferyard Type C (15 feet wide) along the south property line between the IC and GI districts and a landscaped Bufferyard Type G (30 feet wide) between the IC and County A-1/A-R districts to the west.	Bufferyard and landscaping requirements. (a) The existing HM zoning requires a Bufferyard Type I (40 feet wide) adjacent to a R-SF District.

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 05-26-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-114

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 2.16 acres of
3 property generally located at 2001 East Commercial Street from GM,
4 General Manufacturing District to HM, Heavy Manufacturing District; and
5 adopting an updated Official Zoning Map. (Staff and Planning and Zoning
6 Commission both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 2001 East Commercial Street, and more fully described in "Exhibit
11 A," from GM, General Manufacturing District to HM, Heavy Manufacturing District; and
12

13 WHEREAS, following proper notice, a public hearing was held before the
14 Planning and Zoning Commission on May 7, 2020, a copy of the Record of Proceedings
15 from said public hearing being attached hereto and incorporated herein by this
16 reference as "Exhibit B," and said Commission made its recommendation; and
17

18 WHEREAS, the City has reviewed the applicant's request and prepared a staff
19 report concerning the application which is attached hereto and incorporated herein by
20 this reference as "Exhibit C;" and
21

22 WHEREAS, proper notice was given of a public hearing before City Council and
23 said hearing was held in accordance with law.
24

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

28 Section 1 – The property described in "Exhibit A," which is attached hereto and
29 incorporated herein by this reference, is hereby rezoned from GM, General
30 Manufacturing District to HM, Heavy Manufacturing District. Springfield Land
31 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
32 hereby amended, changed and modified consistent with this Ordinance.
33

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

39
40 Section 3 – The Official Zoning Map herein adopted shall be maintained and
41 archived in the same digital form in which this Council has approved its adoption.

42
43 Section 4 – This Ordinance shall be in full force and effect from and after
44 passage.

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55
56 Approved as to form: Kyle T. [Signature], Assistant City Attorney

57
58
59 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020 - 114

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.16 acres of property generally located at 2001 East Commercial Street from GM, General Manufacturing District to HM, Heavy Manufacturing District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-10-2020

The applicant, Superior Solvents and Chemicals, Inc, is proposing to rezone approximately 2.16 acres of property generally located at 2001 East Commercial Street from GM, General Manufacturing District to HM, Heavy Manufacturing District.

REMARKS:

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

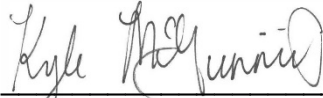
The Planning and Development staff recommends the application be approved (see the attached "Exhibit C," Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is not consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies the majority of the subject property as appropriate for Low-Density Housing, with a small portion of the property's southern half as appropriate for Medium Intensity Retail, Office or Housing. Neither the GM, General Manufacturing District nor the HM, Heavy Manufacturing District are listed as appropriate zoning districts for either Land Use category.
2. Despite the guidance from the *Growth Management and Land Use Plan*, past City Council actions have resulted in all of the adjacent properties being zoned either GM, General Manufacturing District or HM, Heavy Manufacturing District. In addition, the majority of these properties are used for commercial or industrial purposes, with a small number remaining as single-family homes, particularly along E. Thoman Street to the northeast of the subject property. Based on past Council action and the area's existing conditions, the requested map amendment would not constitute a significant change in zoning or land use.

3. This request is consistent with the City's policies to promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



Kyle McGinnis, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, 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-10-2020**

TRACT 1: All of the south 124 feet of lot Five (5) in Hyde Place, a subdivision in the City of Springfield, Greene County, Missouri.

TRACT 2: Beginning at the Northwest corner of Lot Eleven (11) in Hyde Place, a subdivision in the City of Springfield, Greene County, Missouri; Thence East 350 feet; Thence South 102.5 Feet; Thence West 350 feet; Thence 102.5 Feet to the point of Beginning, being a part of Lot Eleven (11) , in Hyde Place, a subdivision in the City of Springfield, Greene County, Missouri.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-10-2020**

Planning and Zoning Commission – May 7, 2020

Z-10-2020

2001 East Commercial Street

Applicant: Superior Solvents and Chemicals, Inc.

Mr. Hosmer stated that this is a request to rezone approximately 2.16 acres of property generally located at 2001 E. Commercial Street from GM, General Manufacturing District to HM, Heavy Manufacturing District. The Comprehensive Plan identifies this area as an appropriate for Low-Density Housing, with a small portion of the property's southern half as appropriate for Medium Intensity Retail, Office or Housing. However, the surrounding property is zoned either GM, General Manufacturing or HM, Heavy Manufacturing District. The Transportation Plan classifies Commercial Street and Nias Avenue as local roadways. A Traffic Impact Study was not required. A fee in lieu of on-site stormwater detention will not be allowed, and the property is not located within a stream buffer area. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Geoff Butler, 319 N. Main noted that the property is in the area of heavy manufacturing and they want to expand their operation and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Coltrin motioned to **approve** Z-10-2020 (2001 East Commercial Street). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Jobe, Ogilvy, Shuler, Thomas, and Rose. Nays: None. Abstain: None. Absent: Broekhoven and Cox.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:

MAY 7, 2020

June 1, 2020

CASE: Z-10-2020

ACRES: 2.16 acres

LOCATION: 2001 E. Commercial Street

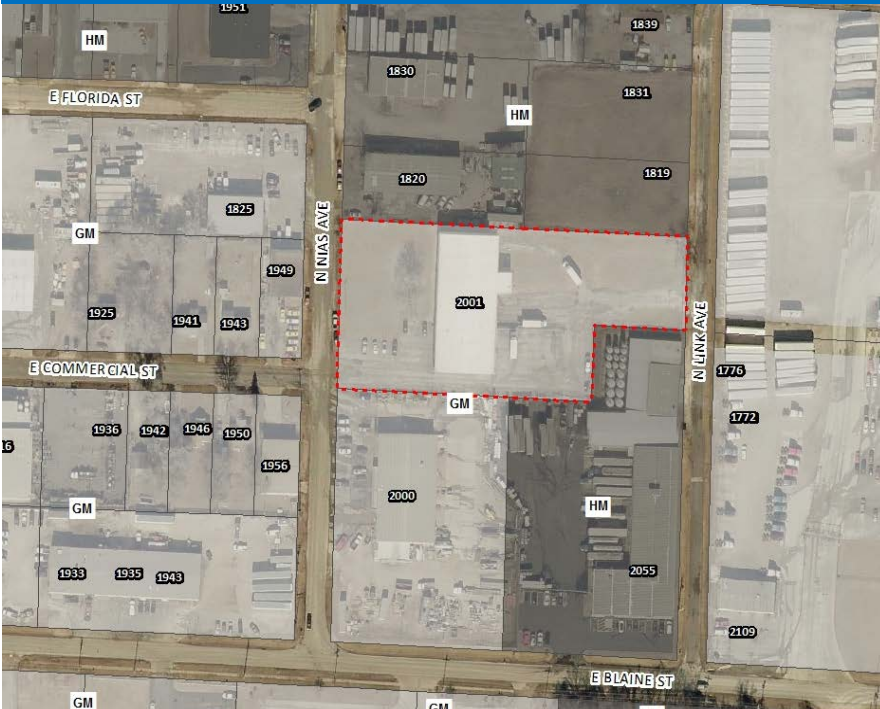
EXISTING LAND USE: Commercial Warehouse

APPLICANT: Superior Solvents and Chemicals, Inc.

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

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 2.16 acres of property generally located at 2001 E. Commercial Street from GM, General Manufacturing District (Section 36-432 of the Land Development Code) to HM, Heavy Manufacturing District (Section 36-433).

FINDINGS FOR STAFF RECOMMENDATIONS:

1. This application is not consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies the majority of the subject property as appropriate for Low-Density Housing, with a small portion of the property's southern half as appropriate for Medium Intensity Retail, Office or Housing. Neither the GM, General Manufacturing District nor the HM, Heavy Manufacturing District are listed as appropriate zoning districts for either Land Use category.
2. Despite the guidance from the *Growth Management and Land Use Plan*, past City Council actions have resulted in all of the adjacent properties being zoned either GM, General Manufacturing District or HM, Heavy Manufacturing District. In addition, the majority of these properties are used for commercial or industrial purposes, with a small number remaining as single-family homes, particularly along E. Thoman Street to the northeast of the subject property. Based on past Council action and the area's existing conditions, the requested map amendment would not constitute a significant change in zoning or land use.
3. This request is consistent with the City's policies to promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	GM/HM	GM	GM
LAND USE	Warehouse/Vacant	Warehouse/Chemical Recycling	Vehicle Storage	Automotive Repair

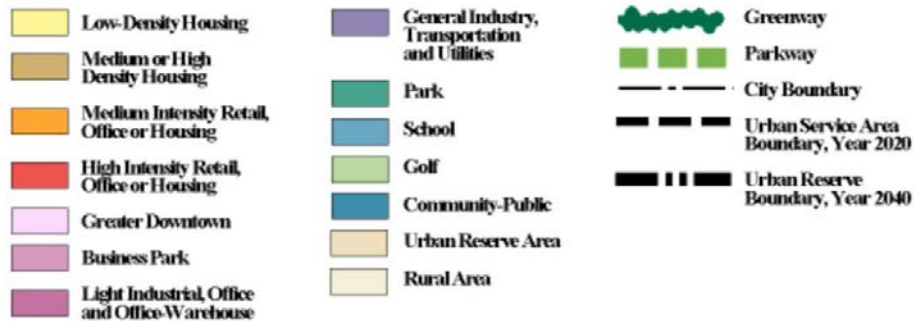
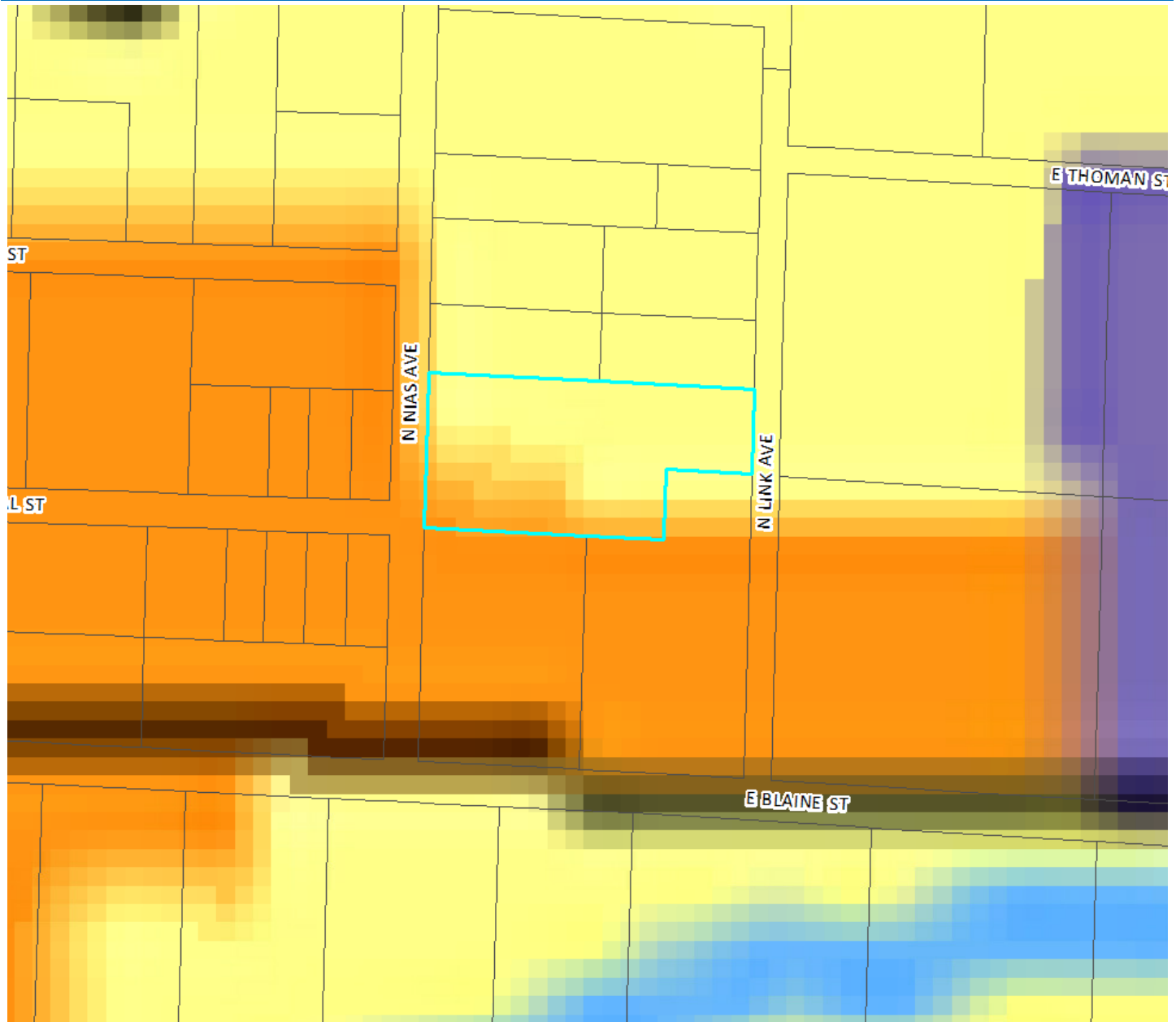
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was originally zoned GM, General Manufacturing District via General Ordinance No. 4494, which rezoned a number of properties in 1995. The site has not been the subject of a map amendment since that time.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
 - 1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 - 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 - 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 - 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 - 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 - 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 - 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 - 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HM
Minimum Yard Requirements (Section 36-433 (5) (b))	<i>Development including offices (as a principal use), athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio stations:</i> 1. <i>Front yard:</i> a. 25 feet along a street classified as a collector or higher classification street or as required by Section 36-453, supplemental open space and yard regulations. b. 15 feet along a street classified as a local street or as required by Section 36-453, supplemental open space and yard regulations. c. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with Section 36-363, conditional use permits, or with an approved preliminary plat in accordance with the City's subdivision regulations. 2. <i>Side yard:</i> Ten feet or as required by Section 36-453, supplemental open space and yard regulations. 3. <i>Rear yard:</i> Ten feet. <i>All other uses:</i> No minimum yard requirements apply.
Maximum Structure Height (Section 36-433 (5) (a))	<i>All uses:</i> No maximum structure height applies.
Minimum Open Space (Section 36-433 (6))	<i>Development including offices (as a principal use), athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio stations:</i> 1. <i>Minimum open space:</i> At least 15% of the total lot area must be devoted to open space, which includes required yards and bufferyard areas containing living ground cover and other landscaping materials. 2. <i>Maximum impervious surface:</i> No more than 85% of the total lot area may be devoted to main and accessory buildings or structures, parking, storage, loading, and other paved areas unless modified by Section 36-482 (15). <i>All other uses:</i> No minimum open space requirements or maximum impervious surface limitations apply.
BULK PLANE	BUFFERYARD AND LANDSCAPING
None for the subject property (Section 36-433 (5)).	No bufferyards will be required on the subject property as part of this map amendment, nor will any bufferyards be required in the event of future development (Section 36-482 (12)). Interior and perimeter landscaping requirements may apply in the event of future development (Section 36-482 (9)).

COMPATIBILITY WITH COMPREHENSIVE PLAN:

This application is not consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies the majority of the subject property as appropriate for Low-Density Housing, with a small portion of the property's southern half as appropriate for Medium Intensity Retail, Office or Housing. Neither the GM, General Manufacturing District nor the HM, Heavy Manufacturing District are listed as appropriate zoning districts for either Land Use category. Despite this, this property and all the adjacent properties are currently zoned either GM, General Manufacturing District or HM, Heavy Manufacturing District.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 2.16 acres of property generally located at 2001 E. Commercial Street from GM, General Manufacturing District (Section 36-432) to HM, Heavy Manufacturing District (Section 36-433).
2. The subject site's neighboring properties are all zoned for industrial uses, including both the GM, General Manufacturing (Section 36-432) and HM, Heavy Manufacturing Districts (Section 36-433). In addition, the majority of these properties are utilized for commercial or industrial purposes. Despite the fact that much of the area is designated as appropriate Low-Density Housing by the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, only a small number of single-family homes remain among the adjacent sites.
3. The subject property was zoned GM, General Manufacturing District in 1995 and has been used for non-residential purposes since that time. The applicant, Superior Solvents & Chemicals, Inc., owns the adjacent property at 2055 E. Blaine Street and has requested to rezone the subject site for their purposes. This adjacent property is currently zoned HM, Heavy Manufacturing District
4. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on Monday, March 16, 2020. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATIONS:

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: 14 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES:

Building Development Services has no objections to the proposed rezoning.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES:

Clean Water Services has no objections to the proposed rezoning. The subject property has access to public sewer.

FIRE:

Fire has no objections to the proposed rezoning.

CITY UTILITIES:

City Utilities has no objections to the proposed rezoning.

PUBLIC WORKS – STORMWATER:

The property is in the Jordan Creek North 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. Water quality will be required if adding an additional acre of impervious area. The property is not located in a stream buffer area.

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

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

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek North
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

PUBLIC WORKS – TRAFFIC:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Commercial Street as a Local roadway and N. Nias Avenue as a Local roadway. The standard right-of-way width for E. Commercial Street and N. Nias Avenue is 25 feet from the centerline. It appears additional right-of-way is not needed along W. Walnut Lawn Avenue. It appears no additional right-of-way is needed along E. Commercial Street or N. Nias Avenue. A survey is recommended to determine the exact amount of existing right-of-way. E. Commercial Street and N. Nias Avenue are both city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on E. Commercial Street or N. Nias Avenue. On-street parking is allowed along E. Commercial Street and N. Nias Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from N. Nias Avenue that will need to be narrowed to meet existing driveway standards. Any new proposed driveway approaches must meet the minimum spacing requirements (150' Approach/100' exit).

SIDEWALK

There is not existing sidewalk along the property frontage of N. Nias Avenue. The existing infrastructure meets current City standards. Sidewalk is required to be constructed along S. Kansas Avenue to current City Standards as 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 no bus stops along E. Commercial Street or N. Nias 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	E. Commercial Street	Local	Yes	25	25
Street 2	N. Nias Avenue	Local	Yes	25	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		15.12	17.28	84.24	-
*Proposed Trips Generated		21.6	21.6	136.08	-
Additional Trips Generated		6.48	4.32	51.84	-

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

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: General Manufacturing to Heavy Manufacturing
(existing zoning) (proposed zoning)
2. Meeting Date & Time: Monday March 16, 2020 4pm - 6:30 pm
3. Meeting Location: 2055 East Blaine
4. Number of invitations that were sent: 51
5. How the mailing list was generated: City
6. Number of neighbors in attendance (attach a sign-in sheet): 1 - Jim Jenkins, owner of Jenkins Diesel
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).

Jim had no concerns with the change. He came by to see if there was something different planned.

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

none

I, Geoffrey Butler (print name), attest that the neighborhood meeting was held on MARCH 16, 2020 (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

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 05-26-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-115

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 0.28 acres
3 generally located at 6320 South Creeksedge Drive from Planned
4 Development No. 318 to Planned Development No. 373; and adopting an
5 updated Official Zoning Map. (Staff and Planning and Zoning Commission
6 both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 6320 South Creeksedge Drive, and more fully described in "Exhibit
11 A," which is attached hereto and incorporated herein by this reference, from Planned
12 Development No. 318 to Planned Development No. 373; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on May 7, 2020, a copy of the Record of Proceedings
16 from said public hearing being attached hereto and incorporated herein by this
17 reference as "Exhibit B," and said Commission made its recommendation; and
18

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

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

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

29 Section 1 – The property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned from Planned Development
31 No. 318, or such other zoning district as is designated on the official zoning map
32 adopted by City Council, to Planned Development No. 373. Springfield Land
33 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is

hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – The property described in “Exhibit A” of this Ordinance shall be subject to the requirements and standards included in “Exhibit 1,” which is attached to and a part of “Exhibit C;” and these requirements and standards shall govern and control the use and development of the land in Planned Development No. 373.

Section 3 – 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 4 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle Tolbert, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020 – 115

FILED: 05-26-20

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 0.28 acres generally located at 6320 South Creeksedge Drive from a Planned Development 318 to Planned Development No. 373; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval).

BACKGROUND INFORMATION: PLANNED DEVELOPMENT DISTRICT NO. 373

The applicant is proposing to rezone the subject property generally located at 6320 South Creeksedge Drive from a Planned Development 318 to Planned Development No. 373.

The property was illegally split down the middle of a single-family constructed house on October 26, 2018. The existing home and property lines are currently not in compliance with the Zoning Ordinance and the Subdivision Regulations. The illegal lot split does not meet subdivision codes and the Zoning Ordinance with the creation of a patio home use and zero lot line configuration which PD 318 does not currently allow. There are existing patio homes to the south of the subject property within Planned Development 209 which the subject property was originally a part of but has since been removed with PD 318. The existing house has been inspected by Building Development Services and can meet the building codes for a patio home/duplex construction. The approval of this application will bring the property into compliance with the Subdivision Regulations with a condominium replat, and the Zoning Ordinance by allowing patio homes in this area, if the zoning is approved.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 7, 2020, and recommended to approve the proposed Planned Development No. 373, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan element of the City's Comprehensive Plan designates this area as appropriate for Low-Density housing.

2. The proposed uses and lots are consistent with the adjacent Planned Development 209 uses and allowed densities along Creeksedge Court and Creeksedge Drive.
3. Approval of this application will bring the property into compliance with the Zoning Ordinance and Subdivision Regulations.

Submitted by:



Bob Hosmer, AICP
Planning Manager

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

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

Attachment 1, Department Comments
Attachment 2, Neighborhood Comments

PLANNED DEVELOPMENT 373 EXHIBITS:

Exhibit 1, Planned Development Ordinance Text
Exhibit 2, Preliminary Development Site Plan

Exhibit A

**LEGAL DESCRIPTION
PLANNED DEVELOPMENT 373**

ALL OF LOT 7 OF ST. ANDREWS ESTATES, ACCORDING TO THE FINAL PLAT
RECORDED IN PLAT BOOK ZZ PAGE 347, GREENE COUNTY RECORDERS
OFFICE, GREENE COUNTY, MISSOURI.

Exhibit B

**RECORD OF PROCEEDINGS
PLANNED DEVELOPMENT 373**

Planned Development 373
6320 South Creeksedge Drive
Applicant: DW Daniel Inc.

(David Shuler recused)

Mr. Hosmer stated that this is a request to approve Planned Development 373 generally located at 6320 South Creeksedge Drive. The Comprehensive Plan identifies this area as appropriate for Low Density Housing uses. The applicant is proposing to rezone the subject property from Planned Development 318, to Planned Development No. 373 to allow for a patio home construction within a condominium subdivision. Planned Development 318 only allows for single family homes. Planed Development 209 located south of the subject property does allow for patio homes. The property was illegally split down the middle of a single-family constructed house on October 26, 2018. The application for a Planned Development and concurrent administrative subdivision will bring the property into compliance with the Zoning Ordinance and the Subdivision Regulations. Staff recommends approval.

Mr. Doennig opened the public hearing.

Jared Davis, applicant representative, here for clean-up and follow with a replat and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Coltrin motioned to **approve** Planned Development 373 (6320 South Creeksedge Drive). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Jobe, Thomas, and Rose. Nays: None. Abstain: None. Absent: Broekhoven and Cox. (David Shuler recused)



Bob Hosmer, AICP
Planning Manager

Exhibit C

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:

MAY 7, 2020

June 1, 2020

CASE: Planned Development 373

ACRES: 0.28 acres

LOCATION: 6320 South Creeksedge Drive

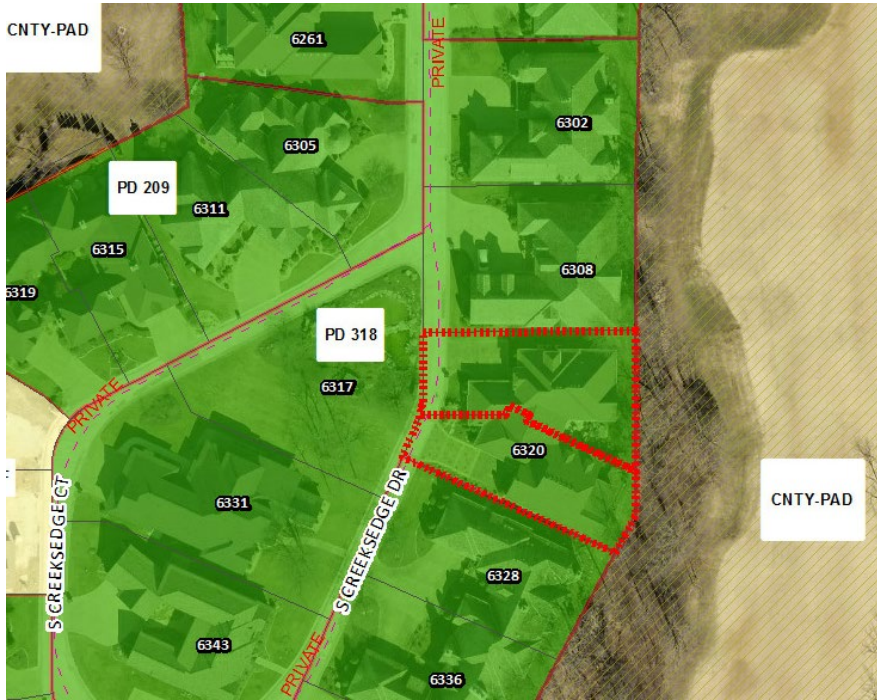
EXISTING LAND USE: Single Family

APPLICANT: Christina Blasi Family Trust
 and Wayne and Susan Moberly

STAFF: Bob Hosmer, Planning Manager
 417-864-1834

STAFF RECOMMENDATIONS:
 Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone 0.28 acres located at 6320 South Creeksedge Drive from a Planned Development 318 to a Planned Development 373.

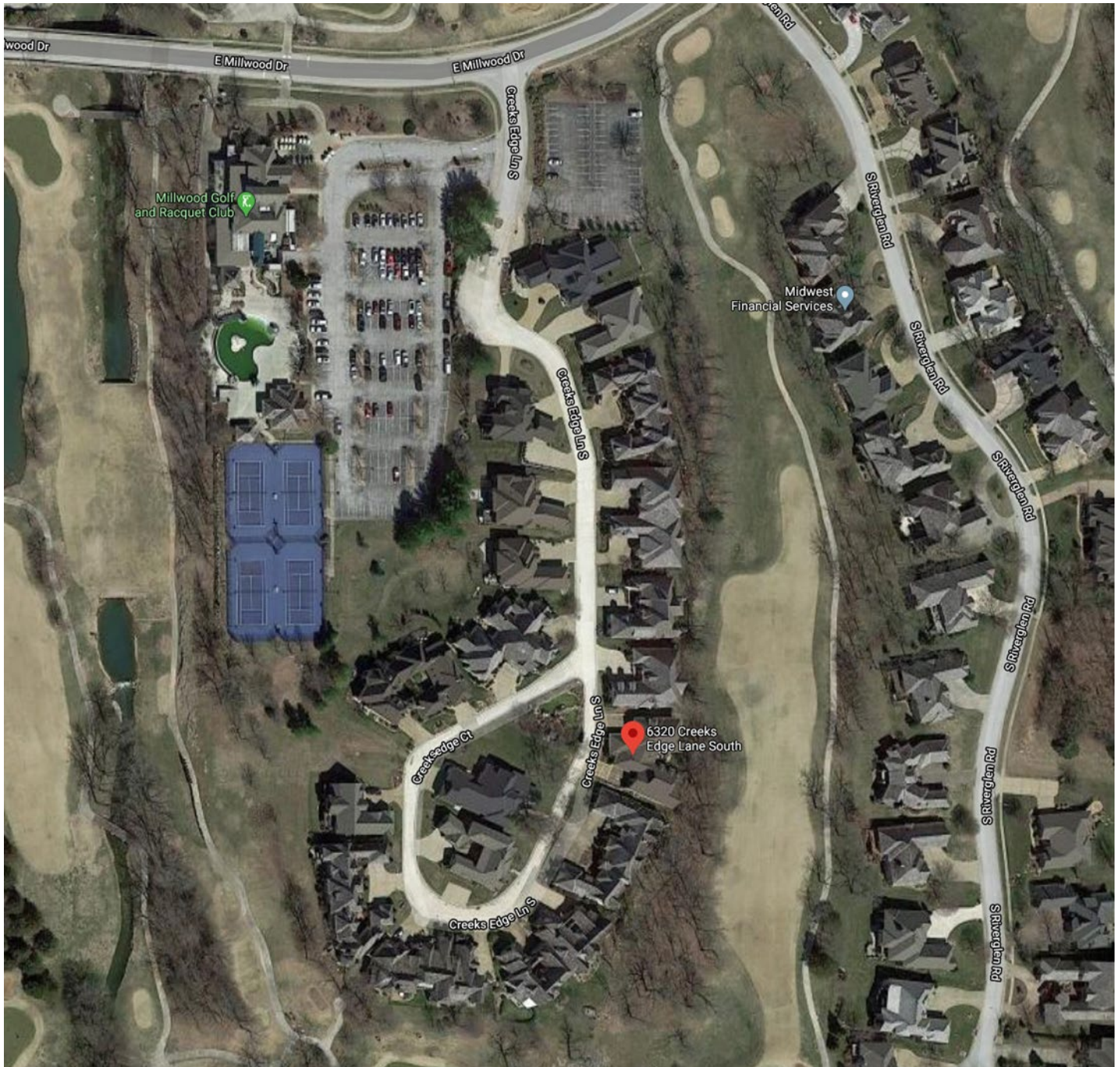
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The application for a Planned Development will bring the property into compliance with the Zoning Ordinance and the Subdivision Regulations. The property owners have created an illegal lot split that crosses through an existing single-family home thus creating a patio home use which is not permitted in PD 318. There are existing patio homes to the south within Planned Development 209 of which the property was originally a part of but has since been removed with PD 318. The house has been inspected by Building Development Services and can meet the building codes for a patio home/duplex construction. This application will also bring the property into compliance with the Subdivision Regulations with an Administrative Replat for a condominium which will follow if the zoning is approved.
2. The *Growth Management and Land Use Plan* element of the City's *Comprehensive Plan* designates this area as appropriate for Low-Density Housing. The applicant's proposed PD has residential densities that are comparable to the R-SF District which is recommended in these areas.
3. The proposed uses are consistent with the adjacent Planned Development 209 uses and allowed densities along Creeksedge Court and Creeksedge Drive.
4. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 318	PD 209	County PAD	PD 318
LAND USE	Single Family Home	Patio Home	Golf course	Vacant lot

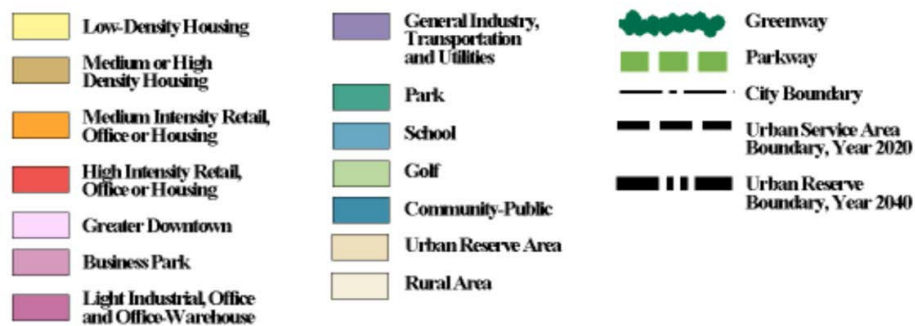
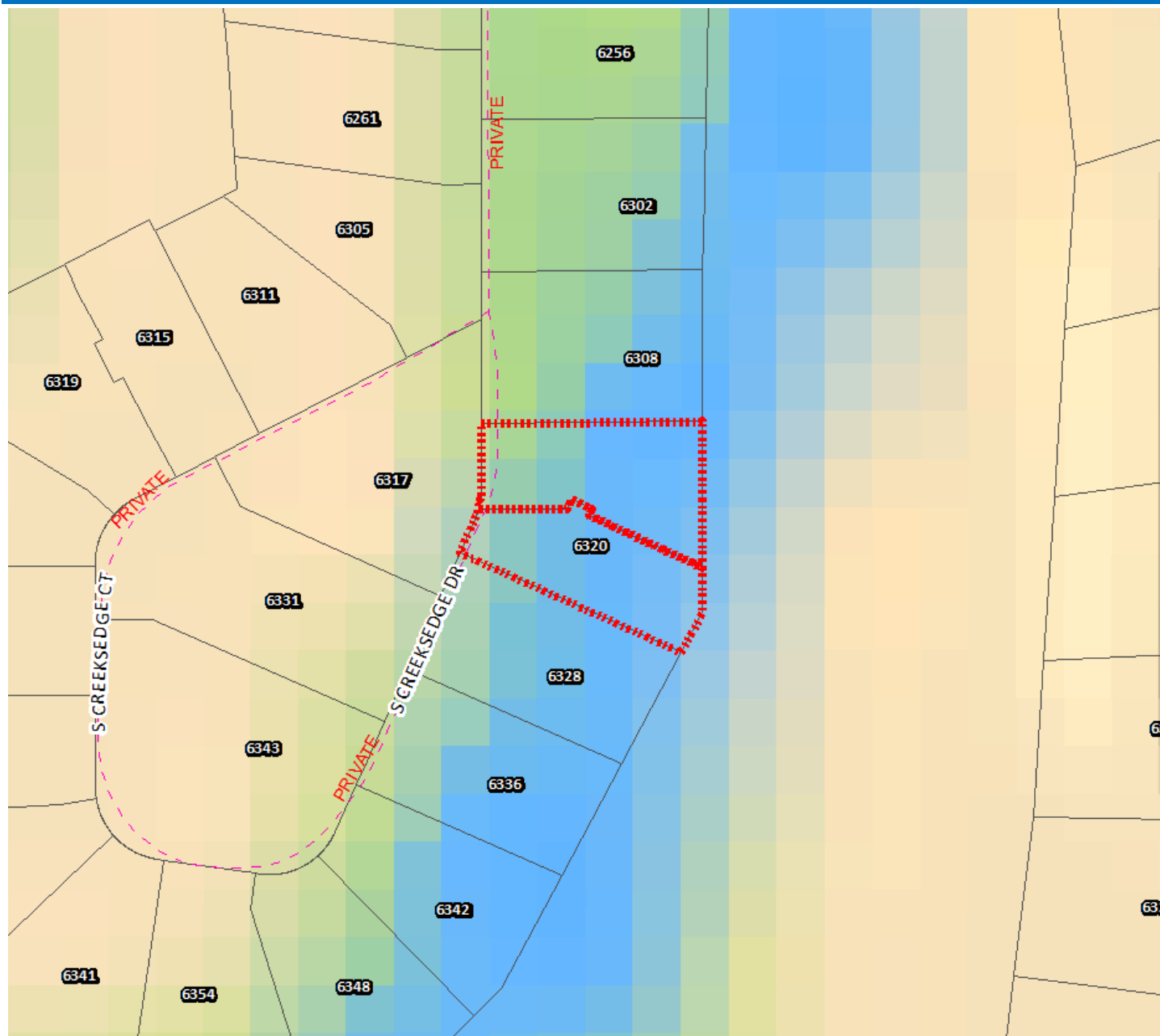
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The property was zoned to Planned Development 209 by City Council on June 9, 1997. This Planned Development permitted patio court homes. On April 23, 2007 the property was rezoned to Planned Development 318 which only permitted single-family dwelling homes.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

PLANNED DEVELOPMENT 373	REQUIREMENTS
Minimum lot size	5,110 square feet
Uses allowed	Residential, Semi-detached, Attached and Condominiums
BULK PLANE	BUFFERYARD AND LANDSCAPING
Per Exhibit 2	Per Exhibit 2

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the City's *Comprehensive Plan* designates this area as appropriate for low-density housing. The Single-Family Residential District is considered an appropriate land use category for this area. It also suggests rezoning to the PD, Planned Development, classification which gives the City special powers to deny or regulate development in exchange for allowing the landowner to submit a more flexible or creative plan than would be permitted under the Zoning Ordinance. The Plan also encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. Appropriate design standards can assure compatibility of different housing types and densities with existing neighborhoods.

The Established Neighborhoods section of the *Plan* encourages focusing less on separating different land uses and more on the size, design or position of buildings and their relationship to the street, to users and to neighbors. It also encourages the continuation of zoning districts that allow and encourage infill or replacement housing that is compatible with neighboring structures in height, setback, lot width, front door orientation and general architecture, particularly in older neighborhoods.

The Growing Neighborhoods section of the *Plan* encourages a variety of development and redevelopment strategies such as the neighborhood unit concept, planned mixed-use developments, rural clustered housing or other innovative concepts to build strong neighborhoods and a sense of community. It also encourages innovative development and redevelopment through the use of incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns that are also environmentally responsible.

The Major Thoroughfare Plan classifies Creeksedge Drive as a private street roadway.

STAFF COMMENTS:

1. The property was illegally split down the middle of a single-family constructed house on October 26, 2018. The application for a Planned Development will bring the property into compliance with the Zoning Ordinance and the Subdivision Regulations. The illegal lot split does not meet subdivision codes and the Zoning Ordinance with the creation of a patio home construction. Since there are patio homes to the south and since the house was originally constructed to meet building codes the application will bring the property into compliance with the Zoning Ordinance and the Administrative Replat that will follow will bring the property into compliance with the Subdivision Regulations if the zoning is approved.
2. The applicant is proposing to rezone the subject property from Planned Development 318, to Planned Development No. 373 to allow for a patio home construction within a condominium subdivision. The existing PD 318 only permits single-family dwelling construction. The proposed PD does not deviate from the overall intent and uses that already exist within the PD to the south of the subject property. The applicant is required to apply for a Planned Development because the current ordinance only allows single-family residential dwellings to be placed on individual lots. A condominium has multiple units on one lot surrounded by common area that is maintained by a condominium/homeowners association. This rezoning request if approved will follow with an application for an administrative replat of the property into two condominium units with a designated common area.
3. The major difference between the existing PD 318 and the proposed Planned Development No. 373 is that single-family residential condominiums will be permitted. The proposed rezoning will not increase the intensity of uses or development on the site from what is currently allowed in the District.
4. A traffic study was not required since the proposed uses will not generate any additional traffic compared to the densities of the existing PD.
5. Approval of this application will facilitate development of this property and promote infill development and increased intensity where investments have already been made in public services and infrastructure.
6. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due to the Mayor’s Proclamation of Civil Emergency. Property owners were mailed a comment card to provide their comments. Comments are attached (Attachment 4).

PUBLIC NOTIFICATIONS:

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: 15 Returned: 0

DEPARTMENT COMMENTS:**ATTACHMENT 1****BUILDING DEVELOPMENT SERVICES COMMENTS:**

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

1. No issues with the proposed rezoning
2. Public sewer is available to each proposed lot. Both proposed lots are served by separate laterals. No additional improvements are required.
3. SWR2008-00502 was issued for two 3/4 inch water meters in 2008. No additional permits required.

FIRE DEPARTMENT COMMENTS:

No issues.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:**STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION**

City's Transportation Plan classifies S. Creeksedge Drive as a Private roadway. There is no public right of way and the road is maintained by the development.

TRAFFIC COUNTS & ON-STREET PARKING

There are no traffic counts on a Private roadway.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Creeksedge Drive. Any new access points will be required to seek a permit from the City since it is a Private Drive.

SIDEWALK

There is existing sidewalk along the property frontage of S. Creeksedge Drive that is maintained by the development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There is not a Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along S. Creeksedge Drive. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required.

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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Creeksedge Drive	Private	No	0	0
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		4	5	48	
*Proposed Trips Generated		4	5	48	

Additional Trips Generated	0	0	0
-----------------------------------	---	---	---

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

PUBLIC WORKS STORWATER DIVISION COMMENTS:

There are no issues with stormwater with planned development as shown. No new stormwater requirements will be required.

NEIGHBORHOOD COMMENTS:

ATTACHMENT 2

From: [Rhonda Kauffman](#)
To: Zoning@springfieldmo.gov
Subject: Rezoning request - project location: 6320 South Creeksedge Drive, Ozark MO 65721
Date: Thursday, April 9, 2020 12:28:59 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Hello Mr. Hosmer,
regarding the zoning change notification we received as neighbors of the above referenced addressed, we are ok with the request to rezone this address to a two unit condominium.

thank you,

Ray and Rhonda Kauffman

From: [Flaxwhit](#)
To: Zoning@springfieldmo.gov
Subject: 6320 S Creeksedge zoning
Date: Wednesday, April 15, 2020 11:10:10 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Regarding: 6320 S. Creeksedge Dr. Unit A
Applicant Name: Christies Blasi

Zoning change from PD 318 to PD 373
This is to allow the structure on Lot 7 to be split into units A & B via a condominium plat to be sold as separate units.

We say Approve. Kelli and Rob - Strang 6311 Creeksedge

From: [janet.walsworth](#)
To: Zoning@springfieldmo.gov
Subject: rezoning application of Christie Blasi, 6320 S Creeksedge Dr., Unit A, Ozark, Mo. 65721
Date: Saturday, April 11, 2020 9:29:37 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am in favor of the rezoning application, it will bring her property in compliance with the HOA bylaws of St Andrews subdivision, in Millwood Golf and Country Club.

Janet Walsworth .
6319 Creeksedge Ct.
Ozark, Mo 65721

REQUIREMENTS FOR APPROVAL:

EXHIBIT 1

Requirements and Standards Applicable to Planned Development District No. 373

No building or other permits may be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

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

APPLICATION

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

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

INTENT

The purpose of this planned development is to allow for a single-family home that meets the com to be divided into separate units through a condominium process. The home shall be divided into units A & B with an HOA formed to provide maintenance of the common areas.

DEFINITIONS

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

Dwelling, semidetached: A one-family dwelling attached to one other one-family dwelling by a common vertical wall and each dwelling located on a separate lot. These units are also referred to as townhouses or patio homes.

Dwelling, Patio Home: A one-family dwelling on a separate lot with open space setbacks on three sides and a court. Patio homes may be attached to similar homes on adjacent lots and still satisfy this definition. Also known as zero lot line homes.

Dwelling, Townhome: A one-family dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common walls.

USES PERMITTED: The following uses shall be permitted on the subject parcel:

Residential Uses:

1. Semi-detached dwellings, such as patio homes

2. Attached dwellings such as townhouses
3. Condominium Units: Property to be reviewed as a Condominium shall meet the following;
 - a. Existing construction to be evaluated with builder and/or architect to determine fire resistance rating of existing floor, wall and ceiling assemblies.
 - b. Structure will be regarded as a duplex for building code purposes for minimum of 1-hour separation between dwelling units.
 - c. Floor structure passing across basement common wall will need to be modified to accommodate a separation between dwelling units. This may possibly be achieved by constructing an independent support wall on either side of the common wall and separating floor joists from passing through. 1 hour rated assembly then shall be provided between the two units terminating at the floor deck.
 - d. All piping and cable penetrations between dwelling units shall be fire-stopped with listed systems
 - e. If upper floor ceiling is or can be certified to be 1-hour rated, rated walls may terminate at ceiling and draft-stopping provided between units in attic.
 - f. All plans and reports shall be prepared and sealed by a Missouri Registered Architect and/or Engineer

USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance.
2. No use shall emit an odor that creates a nuisance as determined by the Springfield City Code.

INTENSITY OF DEVELOPMENT: Development shall adhere to the following:

A maximum of two (2) dwelling units are permitted. Each dwelling unit will be on Lot 7 and platted as Unit A and Unit B.

The minimum size lot shall not be smaller than five thousand one hundred and ten (5,110) square feet.

BULK, AREA AND HEIGHT REQUIREMENTS: Development shall adhere to the following:

All structures shall have a maximum height of 45 feet or three stories above the finished grade.

All structures, drives, parking, open space and pedestrian facilities shall be situated in substantial conformance with Exhibit 2.

Setbacks shall be in substantial conformance with Exhibit 2.

Patios and decks are permitted to extend into the required rear yard setback.

PUBLIC FACILITIES: Development shall adhere to the following:

All required public and private improvements shall be at the expense of the applicant or subsequent owner(s). Assurances satisfactory to the Director of Public Works, such as executed contracts, escrows, guarantees or letters of credit, guaranteeing that all required public improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City prior to building permits being issued to the applicant or subsequent owners. Storm water

drainage management improvements, however, must be constructed prior to the issuance of any building permit. The applicant or subsequent owners shall file with the Director of Public Works a schedule for completion of public improvements and shall provide assurances that improvements will be constructed within the time schedule. No certificate of occupancy shall be issued for any structure within this District unless the required public improvements are completed prior to occupancy of the structures or unless the Director of Public Works has determined that such public improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, i.e. , strikes, weather, etc. . have delayed the completion of the improvements in which case the Director of Building Regulations may permit occupancy under conditions satisfactory to the Director of Public Works that the required public improvements will be completed as required by this ordinance within a reasonable time . Public improvements, as used in this paragraph shall include private, as well as public, improvements required by the planned development ordinance . Such improvements shall include:

1. All streets, drives, parking areas, and pedestrian circulation facilities;
2. Sanitary sewer facilities;
3. Storm water management and drainage improvements.

ACCESS TO PUBLIC THOROUGHFARES: Development shall adhere to the following:

Access to the adjoining public thoroughfares shall be situated in substantial conformance with Exhibit 2.

SIGNS: Development shall adhere to the following:

The City's sign codes for the appropriate development type from Section 36-454 of the Springfield Zoning Ordinance in effect at the time of development shall apply.

PERIMETER TREATMENT :Development shall adhere to the following:

No special buffering is required.

MAINTENANCE OF COMMON AREAS AND FACILITIES: Development shall adhere to the following:

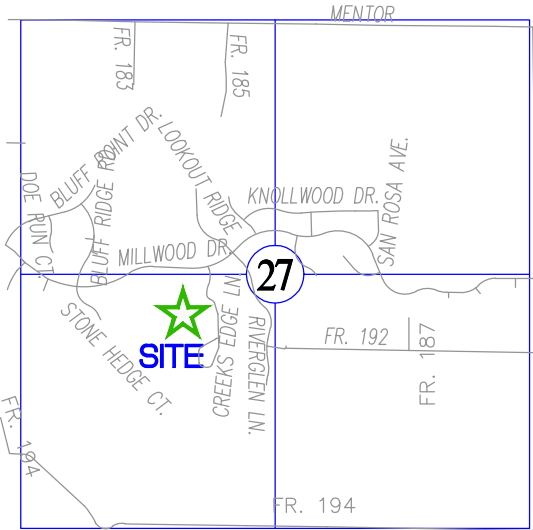
1. The maintenance of common areas and facilities within the District shall remain the responsibility of the 6320 Creeksedge Home Owners Association or shall be assumed by a duly constituted property owners association meeting all legal requirements as prescribed by the City Attorney.

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

1. A Subdivision approval shall constitute the final development plan. A final development plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by *Subsection 36-405.09(c) of the Springfield Zoning Ordinance*.

EXHIBIT 2
RE-PLAT OF LOT 7
ST. ANDREWS ESTATES
A CONDOMINIUM

BEING A PART OF THE SOUTHWEST QUARTER OF
SECTION 27, TOWNSHIP 28 NORTH, RANGE 21 WEST,
GREENE COUNTY, MISSOURI



LOCATION SKETCH

SEC. 27, T28N, R21W
SCALE: 1"=2000'

LEGEND			
● CP	CONTROL POINT	— SS —	SANITARY SEWER
● IP	FOUND IRON PIN	— SW —	STORM SEWER
● IP	SET IRON PIN	— T —	TELEPHONE LINE
△ RWM	RIGHT-OF-WAY MARKER	— UT —	UNDERGROUND TELEPHONE
● GY	POWER POLE W/ GUY	— G —	GAS LINE
● MH	MANHOLE	— W —	WATER LINE
● SCO	SEWER CLEANOUT	— E —	OVERHEAD ELECTRIC LINE
● GM	GAS METER	— UE —	UNDERGROUND ELECTRIC
● LP	LIGHT POLE	— X —	FENCE LINE
—	SIGN		RETAINING WALL
● WM	WATER METER		
● WV	WATER VALVE		
● GV	GAS VALVE		
● FH	FIRE HYDRANT		
● ER	TELEPHONE RISER		
● TR	BUMPER POST		
● IG	GRATE INLET		
● BH	BOREHOLE		

UTILITY NOTE:
THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATE NUMBER 20082949.

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 2007700476, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 17, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.

NOTES

METRIC COORDINATE PAIRS SHOWN FOR THE CORNERS OF THE PERIMETER TRACT ARE MISSOURI STATE PLANE COORDINATES OF 1983 CENTRAL ZONE, OBTAINED THROUGH USE OF RTK GPS AND BASED ON GR STATION "KICKAPOO" GRID FACTOR 0.9999333, DATE OF ADJUSTMENT 2000.

METERS TO U.S. FEET CONVERSION 3.28083333 "GRID".

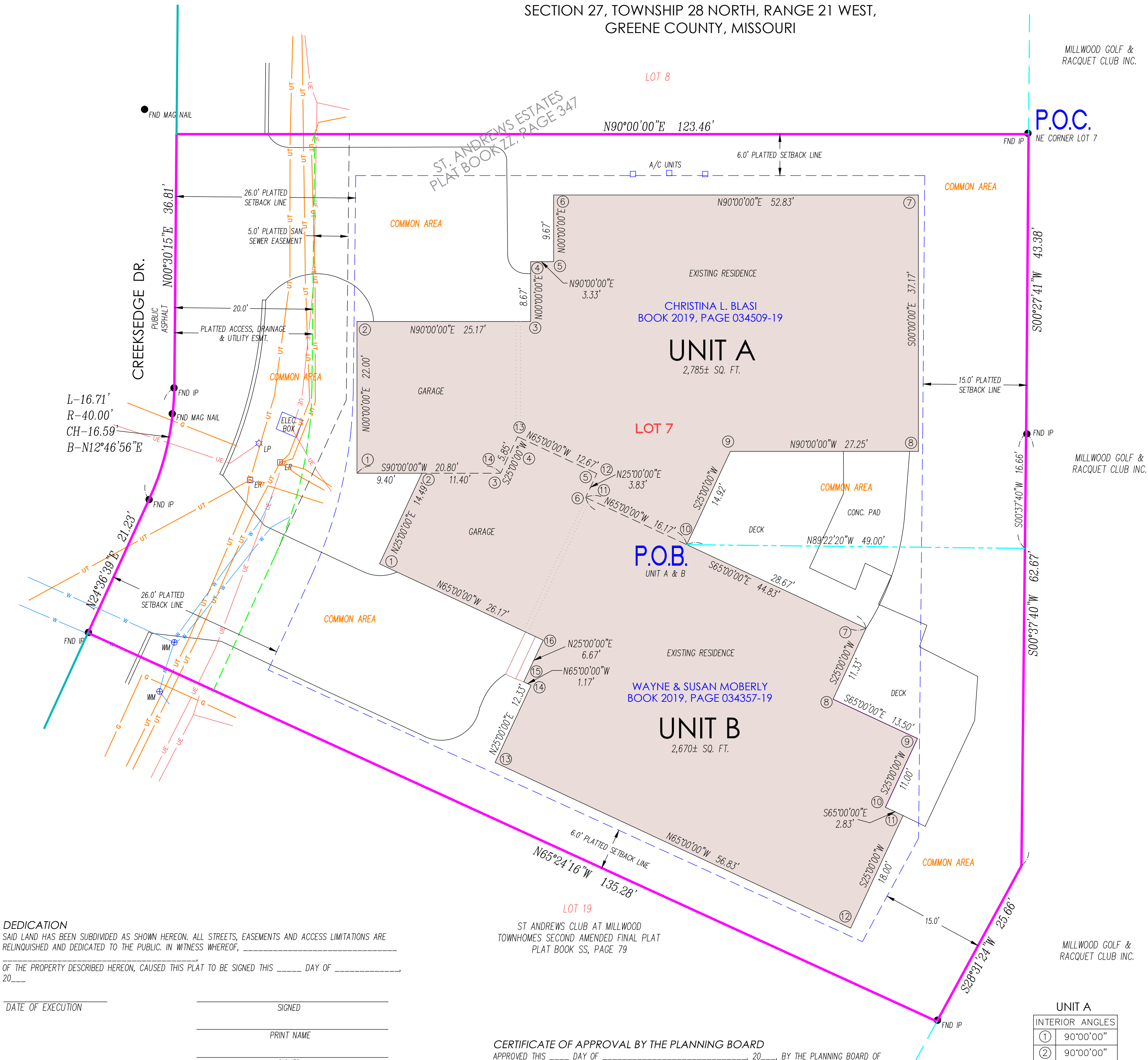
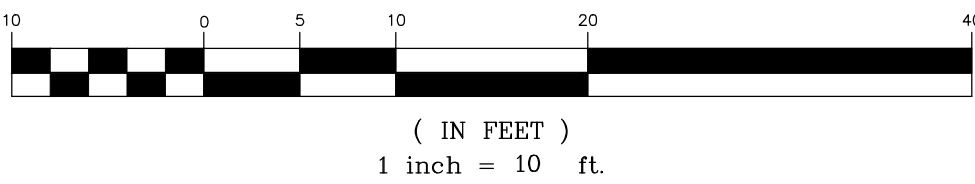
ALL OF THE AREA'S SHOWN ON THIS PLAT ARE COMMON ELEMENTS EXCEPT FOR THE BUILDING PERIMETER DESCRIPTIONS WHICH SHOW THE AIR SPACE ABOVE EACH BUILDING DESCRIPTION.

THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDING IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUN-OFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUN-OFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.

BASIS OF BEARINGS AND BENCHMARK INFORMATION

BEARINGS BASED UPON GRID NORTH
NAVD 1983
MISSOURI COORDINATE SYSTEM
CENTRAL ZONE
MISSOURI GEOGRAPHIC CONTROL SYSTEM MONUMENTS
GR-08 & GR-08A
GRID FACTOR 0.99992786
1 METER = 3.28083333 FEET
(394.4 METERS) NAVD 1988

GRAPHIC SCALE



DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. ALL STREETS, EASEMENTS AND ACCESS LIMITATIONS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. IN WITNESS WHEREOF,
OF THE PROPERTY DESCRIBED HEREON, CAUSED THIS PLAT TO BE SIGNED THIS ____ DAY OF ____ 20____

DATE OF EXECUTION _____ SIGNED _____
PRINT NAME _____
SIGNED _____
PRINT NAME _____

ACKNOWLEDGMENT
STATE OF MISSOURI)
COUNTY OF GREENE) SS

ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, APPEARED _____, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN DID SAY THAT THE FOREGOING DOCUMENT WAS SIGNED AND SEALED IN BEHALF OF THE _____ IN HIS/HER CAPACITY AS TRUSTEE THEREOF AND HE/SHE FURTHER ACKNOWLEDGED SAID DOCUMENT WAS SIGNED AS HIS/HER FREE ACT AND DEED IN SAID CAPACITY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____ THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC: _____

PRINT NAME: _____

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD
APPROVED THIS ____ DAY OF _____ 20____, BY THE PLANNING BOARD OF GREENE COUNTY, MISSOURI.

JOEL BINKLEY, EXECUTIVE SECRETARY

ACKNOWLEDGMENT
STATE OF MISSOURI)
COUNTY OF GREENE) SS

ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ AND _____, HIS WIFE TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DOCUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____ THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC: _____

PRINT NAME: _____

UNIT A	
INTERIOR ANGLES	
①	90°00'00"
②	90°00'00"
③	270°00'00"
④	90°00'00"
⑤	270°00'00"
⑥	90°00'00"
⑦	90°00'00"
⑧	90°00'00"
⑨	245°00'00"
⑩	90°00'00"
⑪	90°00'00"
⑫	270°00'00"
⑬	270°00'00"
⑭	115°00'00"
SUM OF INTERIOR ANGLES 2160°00'00"	

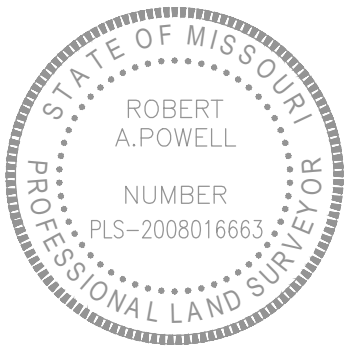
UNIT B	
INTERIOR ANGLES	
①	90°00'00"
②	115°00'00"
③	245°00'00"
④	90°00'00"
⑤	90°00'00"
⑥	270°00'00"
⑦	90°00'00"
⑧	270°00'00"
⑨	90°00'00"
⑩	270°00'00"
⑪	90°00'00"
⑫	90°00'00"
⑬	90°00'00"
⑭	270°00'00"
⑮	90°00'00"
⑯	270°00'00"
SUM OF INTERIOR ANGLES 2520°00'00"	

SURVEYOR'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT A. POWELL, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, PREPARED BY ANDERSON ENGINEERING, INC. DATED MARCH 10, 2020 AND SIGNED BY ROBERT A. POWELL, PLS NO. 2008016663 AND THAT THE MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE SUPERVISION OF ROBERT A. POWELL, PLS NO. 2008016663 IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS THE SUBDIVISION REGULATION OF GREENE COUNTY, MISSOURI. DATE OF LAST REVISION MARCH 12, 2020.

ANDERSON ENGINEERING, INC. LC 62 BY:

Robert A. Powell
ROBERT A. POWELL, PLS NO. 2008016663



3-23-2020
DATE PREPARED

COA #000062



2045 W. WOODLAND
SPRINGFIELD, MISSOURI 65807
PHONE (417) 866-2741
FAX (417) 866-2778

FIELD: JM
DRAWN: JAC
CHECKED: RAP

DATE: 3-04-2020
FIELD BK:
JOB NO: 20SP10027

WB 111-485
SHT. 1 OF 1 REV. ____

PREPARED BY
ROBERT A. POWELL, PLS
ANDERSON ENGINEERING, INC.
3213 S. WEST BYPASS
SPRINGFIELD, MO. 65807

OWNER
CHRISTINA L. BLASI
6320 S. CREEKSEDGE DR. UNIT A
OZARK, MO.
BOOK 2019, PAGE 034509-19

OWNER
WAYNE & SUSAN MOBERLY
6320 S. CREEKSEDGE DR. UNIT B
OZARK, MO.
BOOK 2019, PAGE 034357-19

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 05-26-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020 -116

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately one acre of
3 property generally located at 303 North Scenic Avenue and 2711 West
4 Olive Street from HC, Highway Commercial District and R-SF, Single-
5 Family Residential District to R-TH, Residential Townhouse District; and
6 adopting an updated Official Zoning Map. (Staff and Planning and Zoning
7 Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 303 North Scenic Avenue and 2711 West Olive Street, and more
12 fully described in "Exhibit A," from HC, Highway Commercial District and R-SF, Single-
13 Family Residential District to R-TH, Residential Townhouse District; and
14

15 WHEREAS, following proper notice, a public hearing was held before the
16 Planning and Zoning Commission on May 7, 2020, a copy of the Record of Proceedings
17 from said public hearing being attached hereto and incorporated herein by this
18 reference as "Exhibit B," and said Commission made its recommendation; and
19

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

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

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

30 Section 1 – The property described in "Exhibit A," attached hereto and
31 incorporated herein by this reference, is hereby rezoned from HC, Highway Commercial
32 District and R-SF, Single-Family Residential District to R-TH, Residential Townhouse
33 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 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and rules of interpretation.'

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle Tull, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020 - 116

FILED: 05-26-20

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 one acre of property generally located at 303 North Scenic Avenue and 2711 West Olive Street from HC, Highway Commercial District and R-SF, Single-Family Residential District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-9-2020

The applicant is proposing to rezone approximately one acre of property generally located at 303 North Scenic Avenue and 2711 West Olive Street from HC, Highway Commercial District to R-TH, Residential Townhouse District. The applicant intends to construct new duplexes on the property along Scenic Avenue.

REMARKS:

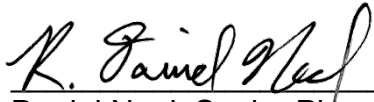
The Planning and Zoning Commission held a public hearing on May 7, 2020, and recommended to approve, by a vote of 7 to 0.

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

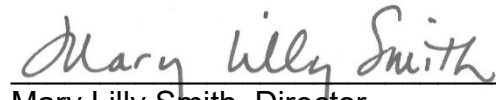
FINDINGS FOR STAFF RECOMMENDATION:

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 Low Density Housing. The R-TH district is listed as an appropriate zoning district for this land use category.
2. The R-TH district is consistent with the other properties located along Scenic and Olive. The properties located to the south and west of the subject property are used residentially.
3. This request is consistent with the City's policies to promote infill development and increased density where investments have already been made in public services and infrastructure.

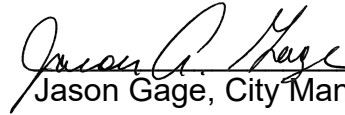
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

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: Neighborhood Correspondence

Exhibit A

LEGAL DESCRIPTION
ZONING CASE Z-9-2020

(303 N. Scenic Avenue): LOTS 11, 12, 13 & 14 IN WESTPORT ADDITION,
SPRINGFIELD, GREENE COUNTY, MISSOURI

AND

(2711 W. Olive Street): LOTS 15 & E1/2 16 BLK 15 WESTPORT ADDITION,
SPRINGFIELD, GREENE COUNTY, MISSOURI

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-9-2020**

Planning and Zoning Commission – May 7, 2020

Z-9-2020

303 North Scenic Avenue & 2711 West Olive Street

Applicant: Parker Realty and Development, LLC & Michael C. Carlson Properties, LLC

Mr. Hosmer stated that this is a request to rezone approximately 1 acre of property generally located at 303 North Scenic Avenue and 2711 West Olive Street from HC, Highway Commercial District and R-SF, Single-Family Residential District to R-TH, Residential Townhouse District. The Comprehensive Plan identifies this area as an appropriate for Low Density Housing. R-TH is consistent with this category. The Transportation Plan classifies Scenic Avenue as a Secondary Arterial and Olive Street and Water Street as a Local roadways. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. The property is located in a stream buffer area. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. The property is located in a stream buffer area. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Brent Parker, applicant/owner, wants to rezone for possible purchase to Residential Townhouse.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

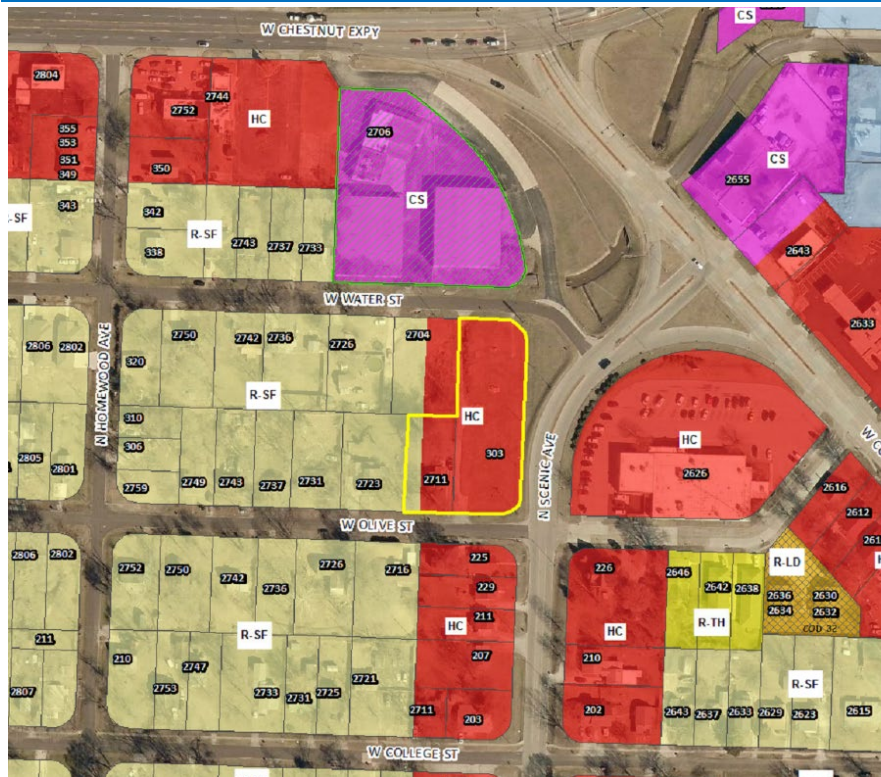
Mr. Jobe motioned to **approve** Z-9-2020 (303 North Scenic Avenue & 2711 West Olive Street). Mr. Coltrin seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Shuler, Jobe, Thomas, and Rose. Nays: None. Abstain: None. Absent: Broekhoven and Cox.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:



MAY 7, 2020

June 1, 2020

CASE: Z-9-2020

ACRES: 303 N. Scenic Avenue and 2711 W. Olive Street

LOCATION: Approximately 1 acre

EXISTING LAND USE: Single-family residential and vacant/undeveloped

APPLICANT: Parker Realty and Development, LLC and Michael C. Carlson Properties, LLC

STAFF: Daniel Neal, Senior Planner
417-864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 1 acre of property generally located at 303 North Scenic Avenue and 2711 West Olive Street from HC, Highway Commercial District and R-SF, Single-Family Residential District to R-TH, Residential Townhouse District

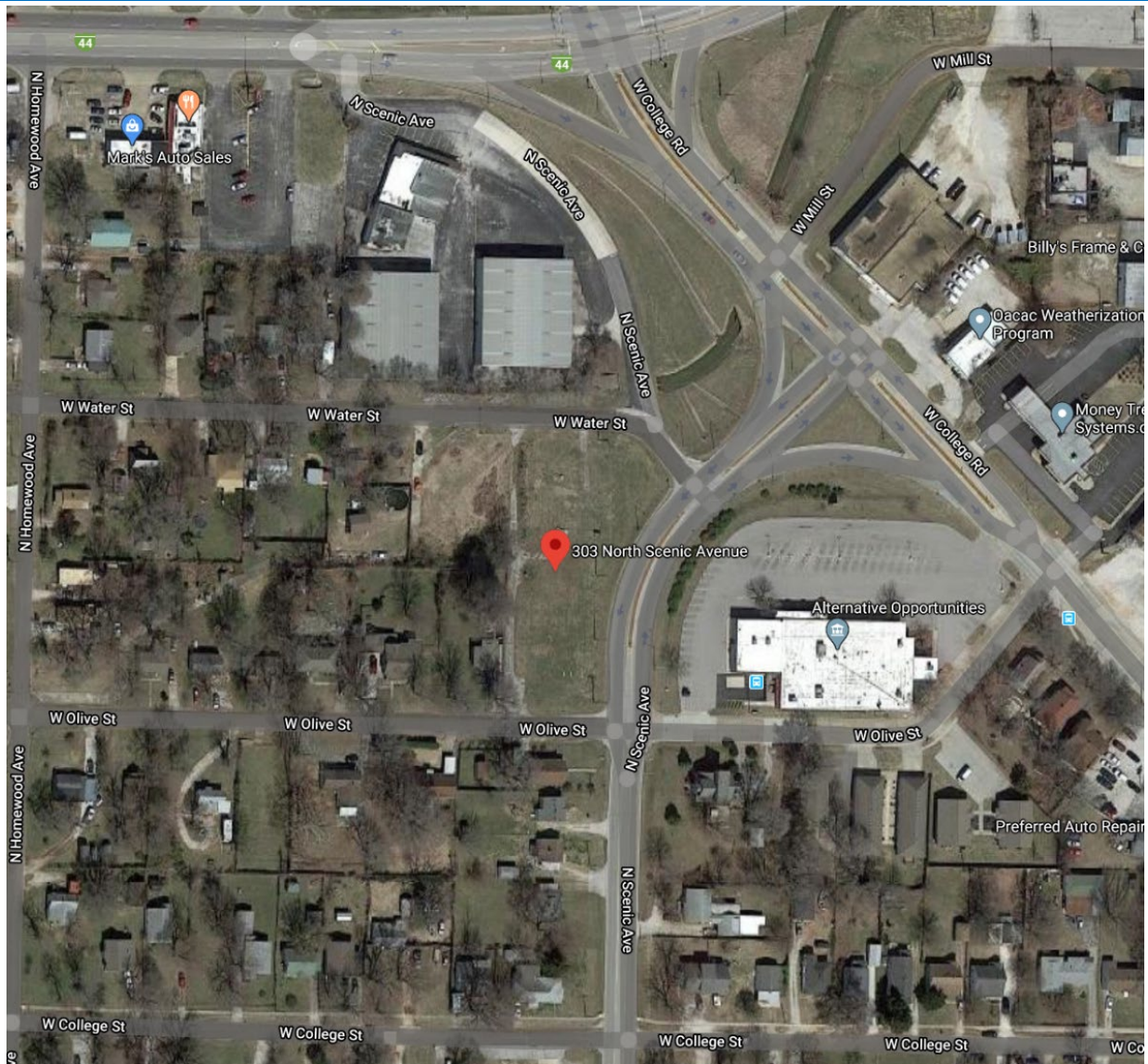
FINDINGS FOR STAFF RECOMMENDATIONS:

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 Low Density Housing. The R-TH district is listed as an appropriate zoning district for this land use category.
2. The R-TH district is consistent with the other properties located along Scenic and Olive. The properties located to the south and west of the subject property are used residentially.
3. This request is consistent with the City's policies to promote infill development and increased density where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	CS	HC	HC	R-SF
LAND USE	Warehousing and storage	Residential uses	Nursing home	Single-family residence

SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



PROPERTY HISTORY:

The subject property was originally zoned HC, Highway Commercial District with the city-wide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-TH
Minimum Yard Requirements	1. <i>Front yard</i>: a. Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453. b. Fifteen feet along a street classified as a local street or as required by section 36-453 (garages shall be set back a minimum of 20 feet). c. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363, conditional use permits, or with an approved preliminary plat in accordance with the city's subdivision regulations. 2. <i>Side yards</i>: a. Townhouses: Six feet or as required by section 36-453, supplemental open space and yard regulations, provided that no side yard is required for a townhouse or attached single-family dwelling when a common wall is located on the lot line. b. All other uses: Five feet. 3. <i>Rear yard</i>: Ten percent of the lot depth but may not be less than ten feet nor will more than 20 feet be required.
Maximum Structure Height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum open space	Not less than 20 percent
BULK PLANE	BUFFERYARD AND LANDSCAPING
None for the subject property unless developed as a non-residential use	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 Low Density Housing.

STAFF COMMENTS:

1. The applicants are proposing to rezone approximately one acre of property generally located at 303 North Scenic Avenue and 2711 West Olive Street from HC, Highway Commercial District to R-TH, Residential Townhouse District. The applicant intends to construct new duplexes on the property along Scenic Avenue.
2. The R-TH district is consistent with the other properties located along Scenic and Olive. The properties located to the south and west of the subject property are used residentially.
3. The R-TH district is consistent with the *Growth Management and Land Use Plan* element which lists it as an appropriate zoning district for the Low Density Housing land use category. The proposed downzoning of the property from the existing HC, Highway Commercial District to a R-TH District will decrease the overall intensity of the land uses on the property.
4. The single-family residence, mobile home and accessory buildings on the property at 303 N. Scenic Avenue were demolished by the owner in 2003. While HC allows existing residential uses to remain and to be considered conforming uses, it is not ideal to leave residential uses zoned commercial. In this case, since the residential structures were demolished and not reconstructed within 18 months, a new residential use is not allowed to be re-established. This property has to be rezoned to R-TH to construct new residential structures on the property. The other property owner at 2711 W. Olive Street intends to keep the existing single-family structure/use at this time but wanted the ability to rebuild as a single-family or duplex residential use in the future.
5. The R-TH District is intended to accommodate a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 units per acre). This district is also intended to function as a transition between the less intense single-family district and more intense multifamily districts.
6. The subject property does not meet the intent of the HC, Highway Commercial District which depends upon high visibility and generates high traffic volumes or caters to the traveling public. Areas zoned HC are intended to be at least 5 acres in size unless the zoning is based on an adopted plan or comprehensive zoning scheme.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on March 6, 2020. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATIONS:

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: 14

Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

Approved.

CITY UTILITIES COMMENTS:

No issues with proposed rezoning. CU Electric/Gas/Water are available to serve the property.

CLEAN WATER SERVICES COMMENTS:

No objections to rezoning. Public sewer is available for all tracts.

FIRE DEPARTMENT COMMENTS:

No comments.

MODOT COMMENTS:

This does not involve MODOT.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Olive Street as a Local roadway, N. Scenic Avenue as a Secondary Arterial roadway and W. Water Street as a Local roadway. The standard right-of-way width for W. Olive Street and W. Water Street is 25 feet from the centerline. The standard right-of-way width for N. Scenic Avenue is 35 feet from the centerline. It appears additional right-of-way is not needed along W. Olive Street, W. Water Street or N. Scenic Avenue. A survey is recommended to determine the exact amount of existing right-of-way. W. Olive Street, W. Water Street and N. Scenic Avenue are all city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on W. Olive Street, W. Water Street or N. Scenic Avenue. On-Street parking is allowed on W. Olive Street and W. Water Street. On-Street parking is not allowed along N. Scenic Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Olive Street and two driveway access points onto the property from W. Water Street. There are no driveway access points onto the property from N. Scenic Avenue and none will be allowed.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Olive Street, W. Water Street or N. Scenic Avenue. Sidewalk is required to be constructed along the property frontage of W. Olive Street, W. Water Street and N. Scenic Avenue at the time of development or a fee in lieu of sidewalk approved by the ARC. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along W. Olive Street and no bus stops along W. Water Street and this portion of N. Scenic 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	W. Olive Street	Local	Yes	25	25
Street 2	W. Water Street	Local	Yes	25	25
Street 3	N. Scenic Avenue	Secondary Arterial	No	40+	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		20.64	86.43	928.8	
*Proposed Trips Generated		6.45	7.74	77.4	
Additional Trips Generated		-14.19	-78.69	-851.4	

*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 Upper Wilsons Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. Water quality will be required if adding an additional acre of impervious area. The property is 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	Upper Wilsons Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

1. Request change to zoning from: H/C to RTH
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 3-6-20 4:00pm 6:30pm
3. Meeting Location: 303 N WESTPORT AVE
4. Number of invitations that were sent: 122
5. How the mailing list was generated: Prepared by City staff
6. Number of neighbors in attendance (attach a sign-in sheet): 6
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).

WANTED TO KNOW WHAT RTH WAS

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

I EXPLAINED WHAT RTH WAS
ALL WERE OK WITH REZONING TO RTH

I, BRENT PARKER (print name), attest that the neighborhood meeting was held on
3-6-2020 (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."

Brent Parker

Signature of person completing affidavit

BRENT PARKER

Printed name of person completing affidavit

RE-ZONING

Meeting Date: 3-6-2020

Location of Meeting: 303 N WESTPORT AVE

15 of 17

April 14, 2020

City Council of Springfield
Planning and Zoning Department, City of Springfield

c/o City Clerk's Office,
City of Springfield
840 Booneville Avenue
Springfield, MO 65802

Re: Z-9-2020

Please accept this letter as a protest to change the zoning at 303 N Scenic Avenue and 2711 W. Oliver. I protest for the following reasons:

- Scenic Avenue is Highway Commercial from Chestnut Expressway to Grand Street. The exceptions are my property, Commercial Service, and two parcels on the 800 block of S. Scenic Avenue. Please keep this district commercial.
- 2704 W. Water Street is zoned Highway Commercial. By changing the zoning at 303 N. Scenic Ave, 2704 W. Water Street becomes a Highway Commercial island and virtually useless.
- College Street on Route 66 empties out onto the corners of Scenic, College and Chestnut Expressway. This corner should remain Highway Commercial in anticipation of further development of Route 66. The City has done a good job of becoming a focal point for Route 66. Keep the focus strong.

My business property is across Water Street from 303 N. Scenic Avenue. We purchased the property knowing we were in a Commercial area, not across the street from homes. Changing the addresses in question is incongruent with the area.

Again, I request this zoning change to be denied.



Respectfully,
Patricia R. Pearson
PearStone LLC
2706 W Chestnut Expressway
Springfield, MO 65803

Incl: Zoning Protest Petition. Unable to Notarize at this time as the bank lobby is closed.

ZONING PROTEST PETITION TO THE CITY COUNCIL OF SPRINGFIELD, MISSOURI

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning

Project Name: Rezone 303 N. Scenic Avenue + 2711 W. OLIVEST or

City Council Bill No., E-9-2020 (if applicable).

This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner	Owner(s) Address	(if different) Property Address	Owner(s) Signature(s)
PEARStone LLC	214 S. Holland Ave SPRINGFIELD MO 65807	3706 W. Chestnut XPRY SPRINGFIELD MO 65803	Patricia R Pearson

PLEASE NOTE:

ALL OWNERS OF RECORD MUST SIGN THE PETITION EXACTLY AS SHOWN ON THE DEED FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).

THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.

STATE OF MISSOURI
COUNTY OF GREENE ss.

On this _____ day of _____, 20____, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Notary Public

My Commission Expires: _____

The bank lobby is closed + the
Notary is unavailable. I can get
one notarized when the bank
Reopens. Patricia R Pearson

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 05-26-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 117

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 443 for the purpose of authorizing an
2 automotive service garage to operate within the GR, General Retail,
3 district located at 2851 West Republic Road as a conditional use.
4 (Staff and Planning and Zoning Commission recommend approval.)
5 _____
6

7 WHEREAS, pursuant to Section 36-363 of the Land Development Code City
8 Council may grant permits authorizing certain enumerated conditional uses as provided
9 in the various zoning districts; and
10

11 WHEREAS, the Planning and Zoning Commission held a public hearing on May
12 7, 2020, and the Commission found that the necessary conditions existed for issuance
13 of Conditional Use Permit No. 443 for the property located at 2851 West Republic Road
14 and zoned GR, General Retail; and
15

16 WHEREAS, City Council finds that sufficient evidence has been presented to
17 satisfy all applicable standards of the Land Development Code for issuance of
18 Conditional Use Permit No. 443; and
19

20 WHEREAS, the granting of such permit is deemed proper and it is not found to
21 harm the community or injure the value, lawful use, and reasonable enjoyment of
22 properties in the vicinity of 2851 West Republic Road.
23

24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 SPRINGFIELD, MISSOURI, as follows, that:
26

27 Section 1 – Conditional Use Permit No. 443 is hereby granted in accordance with
28 and subject to the provisions of Section 36-363 of the Land Development Code.
29 Conditional Use Permit No. 443 is granted for the purpose of authorizing an automotive
30 service garage to operate as a conditional use within the GR, General Retail, district
31 located at the property described in “Exhibit B,” which is attached hereto and
32 incorporated herein by this reference, and which is generally located at 2851 West
33 Republic Road.

34
35 Section 2 – Building permits, certificates of occupancy, and any other required
36 permits or approvals may be issued by the duly authorized officials of the City provided
37 that such issuance is consistent with Section 36-363 of the Land Development Code,
38 any other applicable City regulation or ordinance, and the “Requirements for Conditional
39 Use Permit 443” described in “Exhibit A,” which is attached hereto and incorporated
40 herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit
41 D – Attachment 3” shall govern and control the use and development of the land
42 described in “Exhibit B,” in a manner consistent with the attached site plan depicted on
43 “Exhibit D – Attachment 5.” “Exhibit D” being attached hereto and incorporated herein
44 by this reference in its entirety.
45

46 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
47 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
48

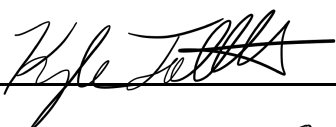
49 Section 4 – This Ordinance shall be in full force and effect from and after
50 passage only so long as the Property and any improvements thereon conform to the
51 conditions and requirements described in Section 36-363 of the Land Development
52 Code, and other applicable City regulation or Ordinance, and this Ordinance.
53

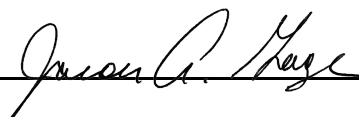
54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

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

66
67 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-117

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Granting Conditional Use Permit No. 443 for the purpose of authorizing an automotive service garage to operate within the GR, General Retail, district located at 2851 West Republic Road as a conditional use. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT 443

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 an automotive service garage that will share the existing building with Planet Fitness.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 3" shall govern and control the use and development of the land in Use Permit Number 443 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5").

FINDINGS FOR STAFF RECOMMENDATION:

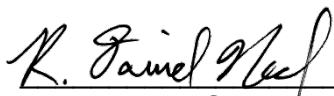
1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 7, 2020, and recommended approval, by a vote of 6 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the proposed conditional use permit be approved (See attached "Exhibit A").

Submitted by:

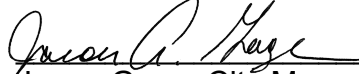

Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit 443

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 443

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 443

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. No automobile body and fender repair or paint shops are permitted.
3. 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.
4. If the property is subdivided, then the requirements contained herein, shall only apply to the particular area as shown on the attached site plan. The subdivision must follow the current Subdivision Regulations.
5. 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.
6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 443

WILSONS CREEK SHOPPING CENTER 1ST ADD (A REPLAT OF WILSONS CREEK SHOPPING CENTER) LOT 25 & W 65 FT LOT 24 IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit A

**RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 443
Planning and Zoning Commission – May 7, 2020**

Conditional Use Permit 443
2851 West Republic Road
Applicant: 2851 W. Republic Rd., LLC

(King Coltrin recused)

Mr. Hosmer stated that this is a request to allow an automotive service garage within a GR, General Retail District generally located at 2851 West Republic 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 automotive service garage at this location. Automotive service garage requires a Conditional Use Permit. The Major Thoroughfare Plan classifies Republic Road as a Primary 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 would allow an automotive service garage in conformance with the site plan and 21 standards in Attachment 3 and 5. No outside activities. It does not permit automobile body and fender repair or paint shops. Between the GR and R-TH to the north there is a required 15 feet landscaped Type S2 bufferyard and a perimeter landscaping along the street, however, the site is already fully developed and would be considered a legal nonconforming use. A 30-degree bulk plane is provided from the R-TH District. The CUP will require:

- Lighting to be significantly reduced during non-operational hours,
- Must meet the Sign standards and,
- Comply with the attached site plan.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Dane Seiler, 5051 S. National, applicant's representative, had a neighborhood meeting in January and mentioned possible noise concerns, but they were addressed, and others had questions regarding an autobody shop, but they will not be allowed to have an autobody parts shop.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Conditional Use Permit 443 (2851 West Republic Road). Ms. Ogilvy seconded the motion. Ayes: Doennig, Jobe, Ogilvy, Shuler, Thomas, and Rose. Nays: None. Abstain: None. Absent: Broekhoven and Cox. (King Coltrin recused)



Bob Hosmer, AICP
Planning Manager

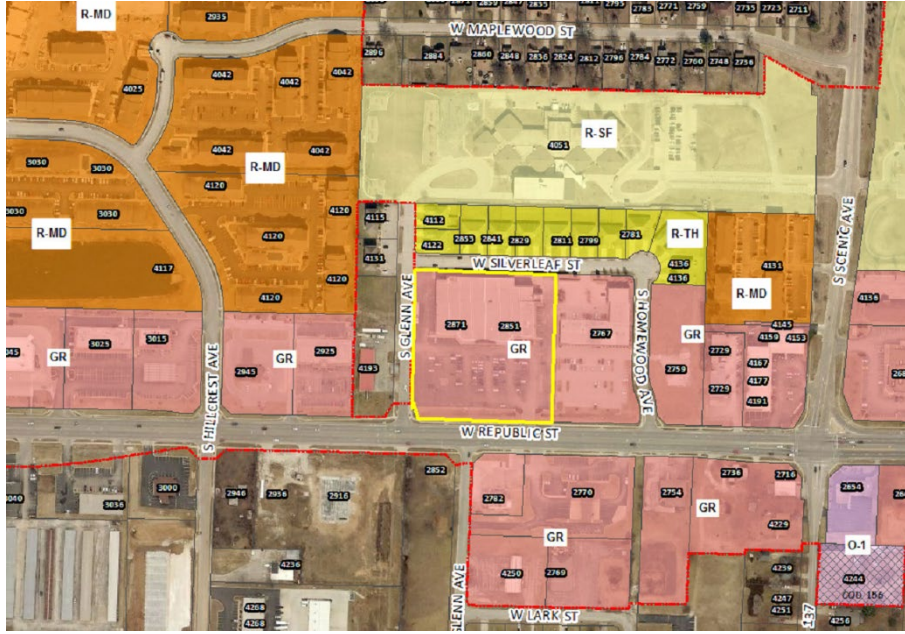
Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MAY 7, 2020

CITY COUNCIL PUBLIC HEARING:

JUNE 1, 2020



CASE NUMBER:

Conditional Use Permit 443

LOCATION: 2851 W. Republic Road

ACRES: Approximately 4 acres

EXISTING LAND USE: Athletic club

APPLICANT: 2851 W. Republic Rd LLC

STAFF: Daniel Neal, Senior Planner

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve Conditional Use Permit 443 as submitted.

SUMMARY OF REQUEST:

This is a request to allow an automotive service garage within a GR, General Retail District generally located at 2851 West Republic Road.

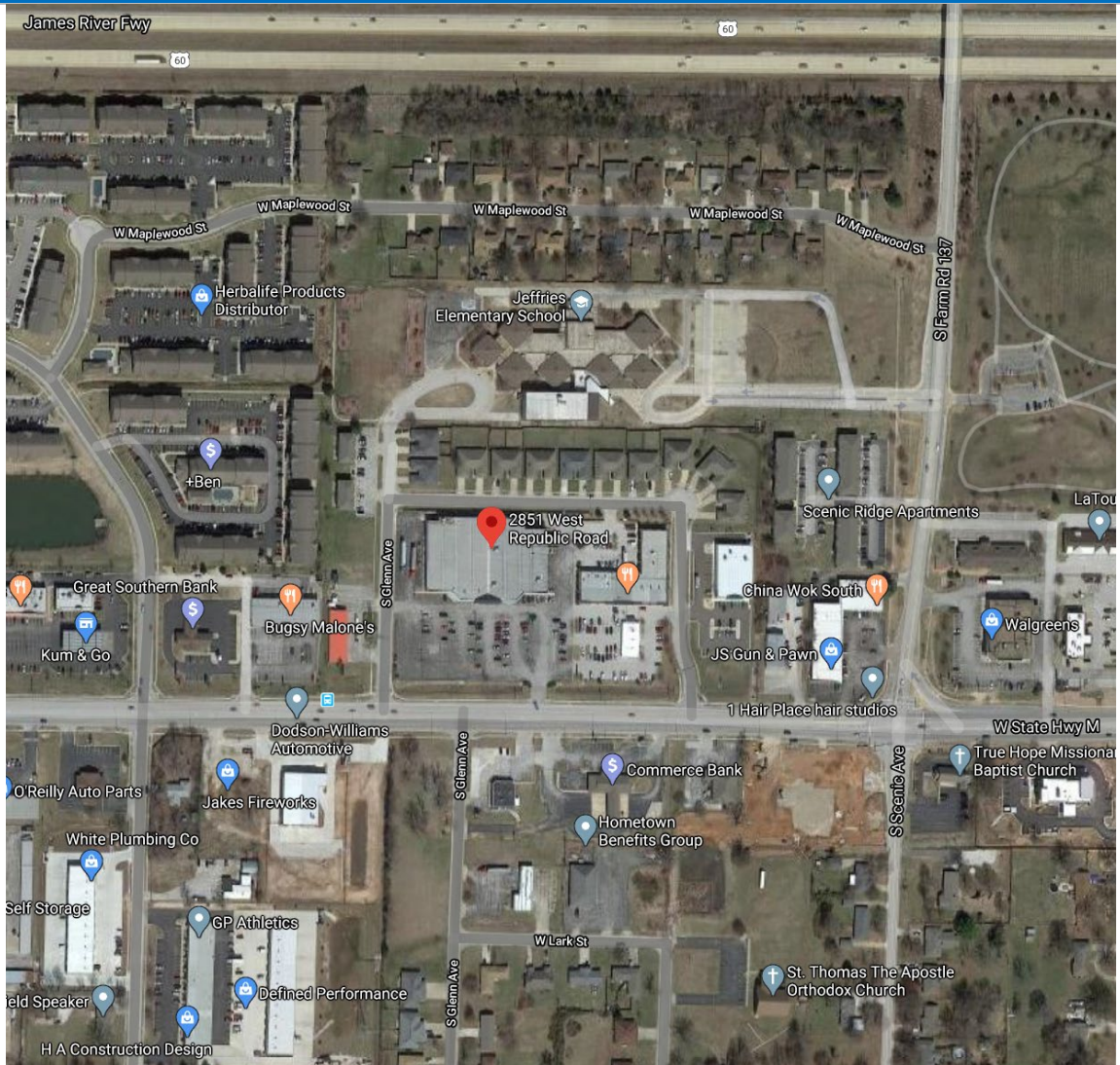
FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. 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.
3. 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	R-TH	GR	GR	GR
LAND USE	Residential uses	Retail and office uses	Retail uses	Seasonal sales

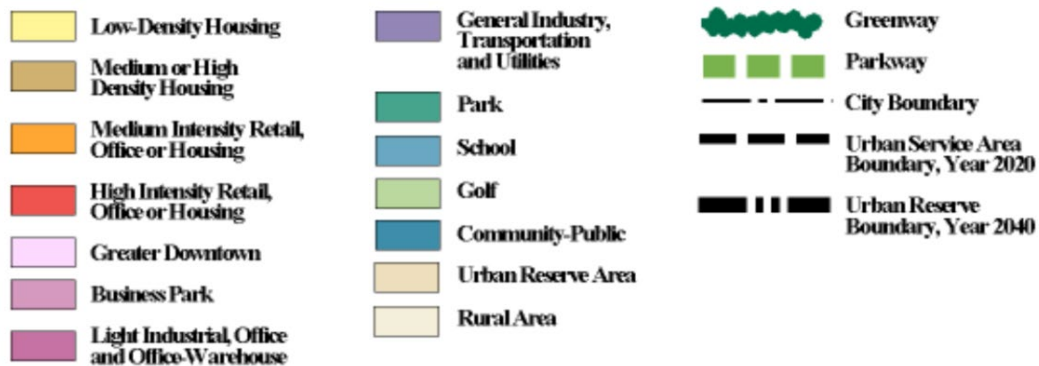
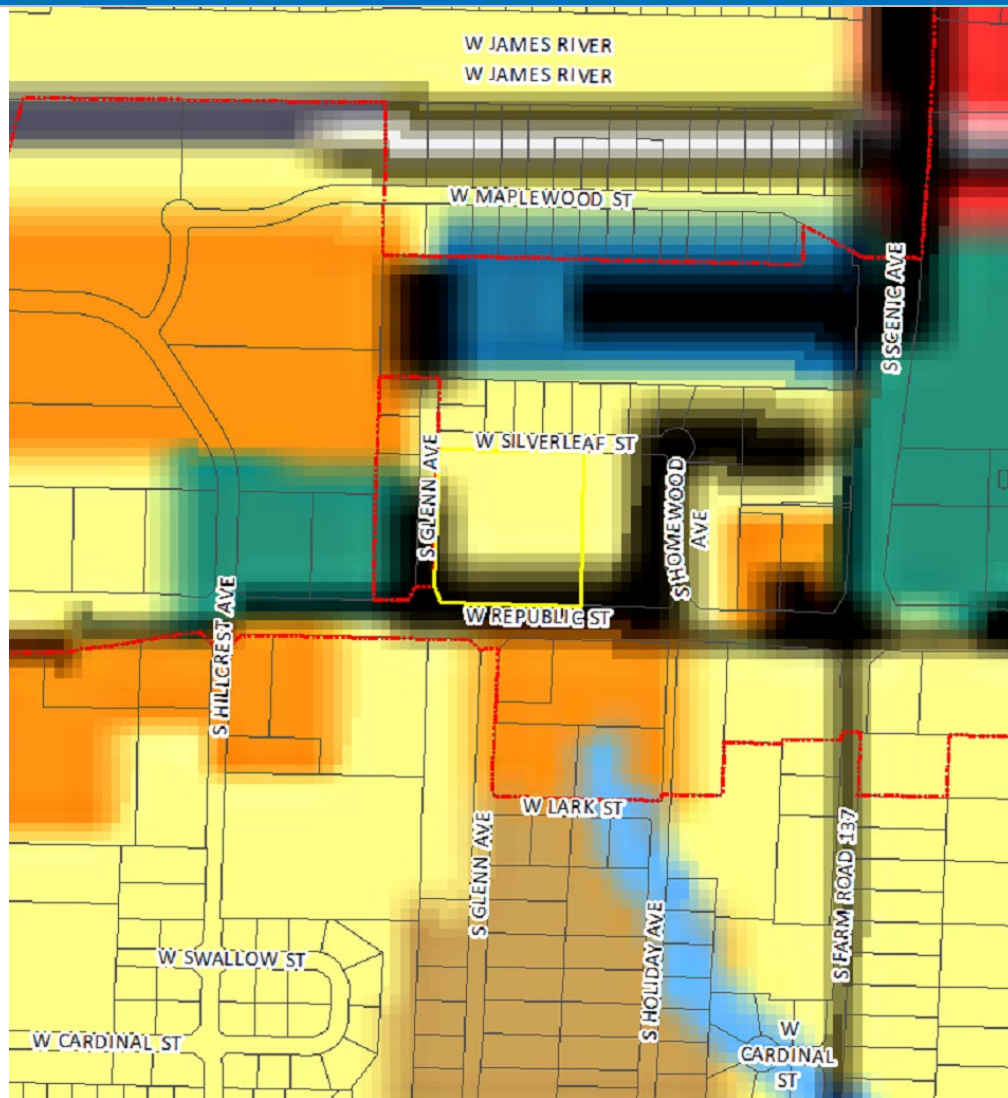
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed in the City and rezoned to GR, General Retail in 1996 for a new Ramey's Pricecutter grocery store.

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 Low Density Housing; however, this property and adjacent properties along Republic Road have been zoned commercially since the 1990's.

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 an automotive service garage that will share the existing building with Planet Fitness.
2. An automotive service garage is defined in the Zoning Ordinance as an establishment primarily engaged in automotive repair and services, including lubrication establishments. It does not permit automobile body and fender repair or paint shops.
3. The bufferyard requirement between GR and R-TH zoning is a bufferyard "Type S2" at least fifteen (15) feet wide with required plantings. A bufferyard is required along the north property line which is across the street from residential uses; however, the site is already fully developed without the bufferyard and is considered a legal nonconforming use due to the lack of bufferyard open space and landscaping. Perimeter landscaping is considered nonconforming and has not been provided as required in Section 36-482 of the Zoning Ordinance.
4. 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. The maximum structure height for the proposed automotive service garage is based upon its proximity to R-TH district to the north; however, the garage is being located in an existing building that is approximately 20 feet in height from the grade of the district boundary and is under the 30-degree bulk plan maximum height requirement of 35 feet. The existing building is 60 feet from the R-TH District boundary and would be considered a conforming use.
5. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the GR, General Retail District requirements.
6. 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 January 23, 2020. 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: 14 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS FOR CONDITIONAL USE PERMIT 443

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with CUP. Complete Building Code compliance will be reviewed upon receipt of Permit Application.

CITY UTILITIES COMMENTS:

No issue with proposed CUP. Existing Primary metered electric service will need to be reconfigured, and other utilities may need to be relocated to provide services to both suites.

CLEAN WATER SERVICES COMMENTS:

No objection to CUP. Refer to the Pre-Development comments regarding required sewer permits for each suite.

FIRE DEPARTMENT COMMENTS:

No issues.

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 is not applicable and detention is also not applicable as the site is already developed. Water quality is not applicable as the site is fully built out. 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

TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City’s Transportation Plan classifies W. Republic Road as a Primary Arterial roadway and S. Glenn Avenue as a Local roadway. The standard right-of-way width for W. Republic Road is 50 feet from the centerline. The standard right-of-way width for S. Glenn Avenue is 25 feet from the centerline. It appears additional right-of-way is not needed along W. Republic Road or S. Glenn Avenue. A survey is recommended to determine the exact amount of existing right-of-way. W. Republic Road is a city-maintained street and S. Glenn Avenue is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The are no recent traffic counts on this section of W. Republic Road or S. Glenn Avenue. On-street parking is not allowed along W. Republic Road or S. Glenn Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Republic Road and one from S. Glenn Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements.

SIDEWALK

There is existing sidewalk along the property frontage of W. Republic Road and along the property frontage on S. Glenn Avenue. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There is not a Greenway Trail in the area surrounding the property pertaining to this zoning. There are two bus stops along W. Republic Road. 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 there is no change in zoning.

SITE PLAN

Detailed site-specific comments.

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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Republic Street	Primary Arterial	No	50	50
Street 2	S. Glenn Avenue	Local	No	25	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated					
*Proposed Trips Generated					
Additional Trips Generated					

*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 443

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. No automobile body and fender repair or paint shops are permitted.
3. 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.
4. If the property is subdivided, then the requirements contained herein, shall only apply to the particular area as shown on the attached site plan. The subdivision must follow the current Subdivision Regulations.
5. 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.
6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 443

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.	We believe so, it will be a general retail use along a major roadway.	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. Areas zoned GR are intended to be at least five acres in size unless the zoning is based on an adopted plan or comprehensive zoning scheme. 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.	Our proposal should not generate more traffic than what was previously on the site.	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 proposed infill will address any fire concerns.	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.	We are not increasing impervious surface on the property.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. A fee in lieu of on-site stormwater detention is not applicable and detention is also not applicable as the site is already developed.
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.	It should not, the work will be conducted inside the building, which will dampen any noise from automotive repair work.	It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards since the use is required to be located within an enclosed building.

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:
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 to shield or direct such lights to eliminate or mitigate such glare are proposed.	We are not adding any parking so we will not have additional light shine.	Off-street parking will shield vehicular and stationary lights from residential uses.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	We believe that it is. There are no new signs planned.	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.	There are no new signs planned.	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.	We believe so, we are next to a Major Street.	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.	We do not believe it will. The use will utilize the existing building envelope.	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 north property line which is across the street from residential uses; however, the site is already fully developed without one and would be considered a legal nonconforming use.
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.	We will be utilizing the existing structure	The standards of the Zoning Ordinance adequately address these issues. A S2 bufferyard is required along the north property line which includes landscaping and a solid wooden privacy fence however, the site is already fully developed without one and would be considered a legal nonconforming use. 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.	We do not intend to make major topography or physical features changes.	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.	We do not intend to do any site work besides some fencing and pavement markings. In addition, we will utilize the existing structure.	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.	We believe so since we are utilizing the existing structure.	The proposed use complies with applicable regulations with regard to lot size, bulk regulations of 30-degree from the R-TH district boundary, 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.	Yes.	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	We believe so since we are utilizing the existing building and site.	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.
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.	It should not since it did not create one when the building was previously occupied.	Public Works Traffic Division has 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.	It should not since it did not create one when the building was previously occupied.	Public Works Traffic Division has 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,	It will not since we are utilizing the existing structure.	The applicant's response adequately addresses this condition.

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:
utilities and public or private rights-of-way.		
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.	We believe it does and the infill work would address any piece that does not.	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.	Yes, since the previous tenant of the building had all of these 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: 2851 W Republic Road
2. Meeting Date & Time: January 23rd from 4 to 6 PM
3. Meeting Location: Building at 2851 W Republic Road
4. Number of invitations that were sent: 61
5. How was the mailing list generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 4
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.)

One neighbor wanted a different use in the building

Another neighbor asked why they were not allowed to do a similar use east of the street, that required them to build their automotive shop in the county across Republic Road

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

None Given

I, Dane Seiler (*print name*), attest that the neighborhood meeting was held on 01/23/2020 (*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

DANE SEILER

Printed name of person completing affidavit

January 23, 2020

Project: Conditional Use on West Republic Road



Attendee Contact Information

Name	Address	Phone
Evelyn Johnston	3234 W. Meadow Park	417-839-0132
David Heideman	502 W Walnut	417-869-7317
David Carson	5050 S. Wanda Gray	417-224-0886
Sustin Lundott	869 E. Dyann	417-840-3662
DANE SECURE	5051 S NATURAL	417-884-3400

NOTICE

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

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

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

The Land Use or Zoning Change Process:

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

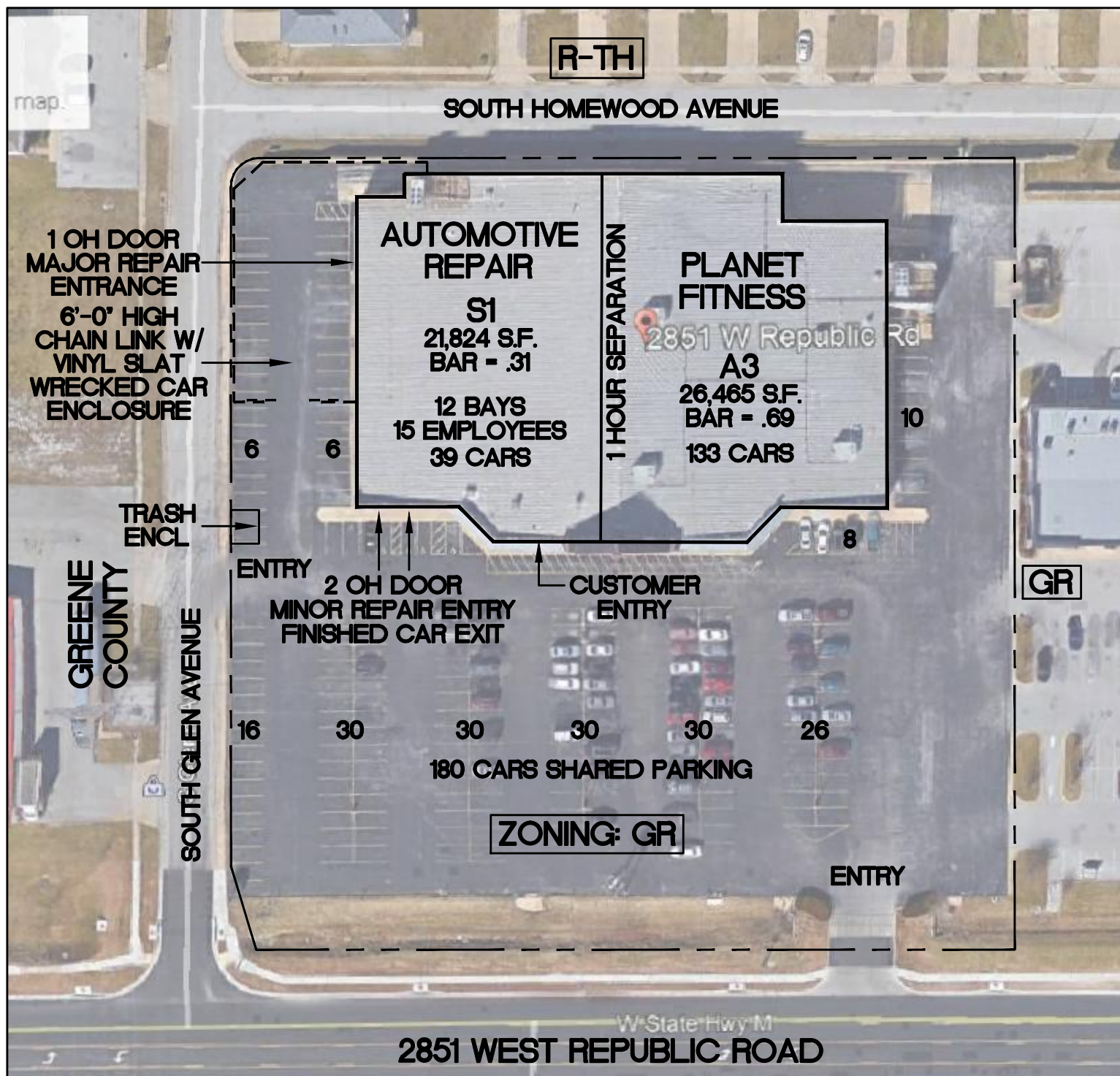
City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

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

Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65802

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

DATE:	1-16-2020	Telephone No.	417 882-9217
YOUR NAME:	Maryanne Burch		
YOUR ADDRESS:	5125 S. Sycamore Spfd, Mo 65810		
PROJECT ADDRESS:	2787 & 2793 W. Silverleaf		
COMMENTS:	I feel zoning should be left as is. I much prefer a fitness center there. I do not want a auto repair shop there.		



PROPOSED CONDITIONAL USE PLAN

NO SCALE



(CONDITIONAL USE REQUEST FOR ALLOWING AUTOMOTIVE REPAIR WITHIN GR ZONING)

LOT SIZE: 4.007 ACRES +/-

EXISTING BUILDING AREA: 48,289 S.F. - EXISTING BUILDING TYPE: 3B FULLY SPRINKLERED

PROPOSED MIXED USE - SEPARATED OCCUPANCY: S1 / A3

SHARED PARKING: 192 SPACES AVAILABLE / 172 CARS REQUIRED

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 05-26-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-118

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,
3 precincts and council zones;' for the purpose of annexing
4 approximately 10 acres of private property into the City of Springfield,
5 Missouri, generally located at 851 West Farm Road 182 and
6 referenced as Annexation A-3-2020. (Staff recommends approval.)
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interests of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 851 West
12 Farm Road 182; and
13

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

17 WHEREAS, proper notice was published at least seven days prior to the public
18 hearing and no written objection was received; and
19

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

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

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

35
36 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
37 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.
38

39 Section 3 – Section 1-9, 'City Limits,' is hereby amended by adding thereto the
40 land described in "Exhibit A."
41

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

47 Section 5 – The City Clerk is directed to: (1) file certified copies of this
48 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
49 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
50 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
51 any other information that the Director of Revenue may require. The City Clerk is further
52 authorized and empowered to perform any other administrative acts consistent with the
53 intent of this Ordinance.
54

55 Section 6 – This Ordinance shall be in full force and effect from and after
56 passage.
57

58 Passed at meeting: _____
59

60
61 _____
62 Mayor

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

67
68 Approved as to form: Kyle Tolbert, Assistant City Attorney
69

70
71 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020-118

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: 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 approximately 10 acres of private property into the City of Springfield, Missouri, generally located at 851 West Farm Road 182 and referenced as Annexation A-3-2020.(Staff recommends approval).

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 851 West Farm Road 182 is requesting annexation into the City of Springfield. The owner of the property has signed a petition to request annexation into the City of Springfield. The property is within the City of Springfield's Urban Service Boundary and is immediately adjacent to the City of Springfield. The applicant intends to develop a multi-family development at a density lower than 11 dwelling units per acre. The existing use is single-family residential.

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

REMARKS:

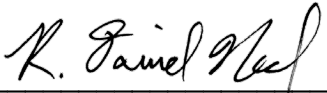
The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.
4. The property owner(s) has petitioned the City for annexation.
5. The City will receive property tax revenue upon annexation of this property.

Staff recommends the annexation of this private property.

Submitted by:



R. Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

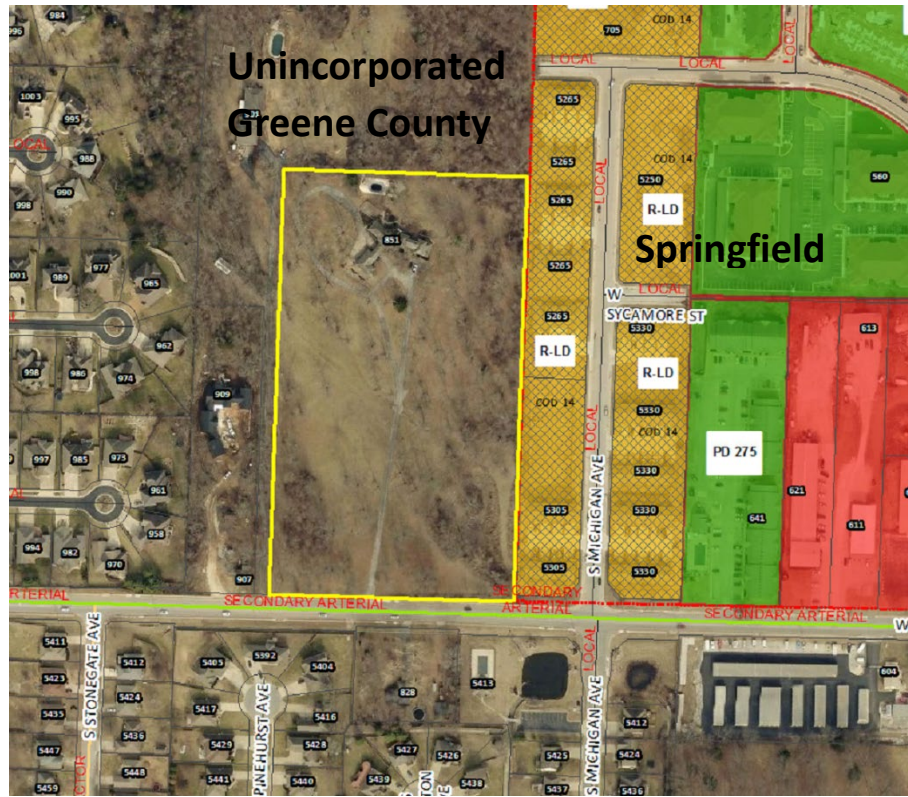
Attachment 1, Department Comments

Attachment 2, Annexation Schedule

Exhibit A

LEGAL DESCRIPTION
ANNEXATION A-3-2020

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST ONE HALF ($W\frac{1}{2}$) OF THE EAST ONE HALF ($E\frac{1}{2}$) OF THE SOUTHWEST QUARTER ($SW\frac{1}{4}$) OF THE NORTHEAST QUARTER ($NE\frac{1}{4}$) OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22); THENCE NORTH 927 FEET; THENCE WEST 170 FEET; THENCE NORTH 15 FEET; THENCE WEST 15 FEET; THENCE SOUTH 15 FEET; THENCE WEST 324.9 FEET; THENCE SOUTH 927 FEET; THENCE EAST 510 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT RIGHT-OF-WAY FOR PLAINVIEW ROAD, CONVEYED IN WARRANTY DEED IN BOOK 2408, AT PAGE 699, GREENE COUNTY, MISSOURI.

**CASE NUMBER:**

Annexation A-3-2020

LOCATION:

851 West Farm Road 182 (Plainview Rd.)

ACRES:

Approximately 10 acres

EXISTING LAND USE:

Single-family residence

APPLICANT:

Burning Tree Consulting, LLC

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

Request to annex approximately 10 acres of private property into the City of Springfield.

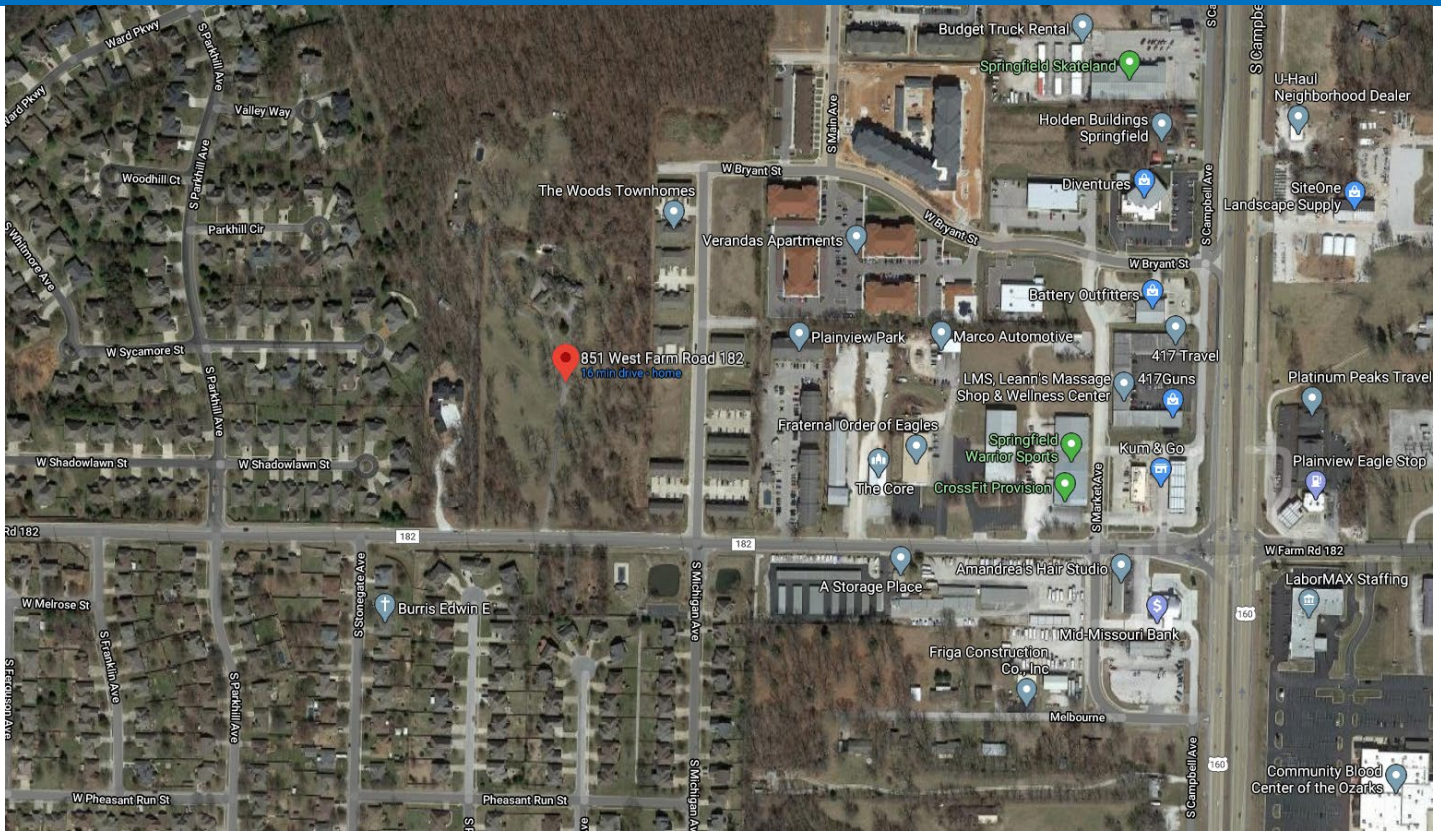
FINDINGS FOR STAFF RECOMMENDATION:

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

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	R-LD	County R-1
LAND USE	Single-family residence	Single-family residence	Multi-family residences	Single-family residences

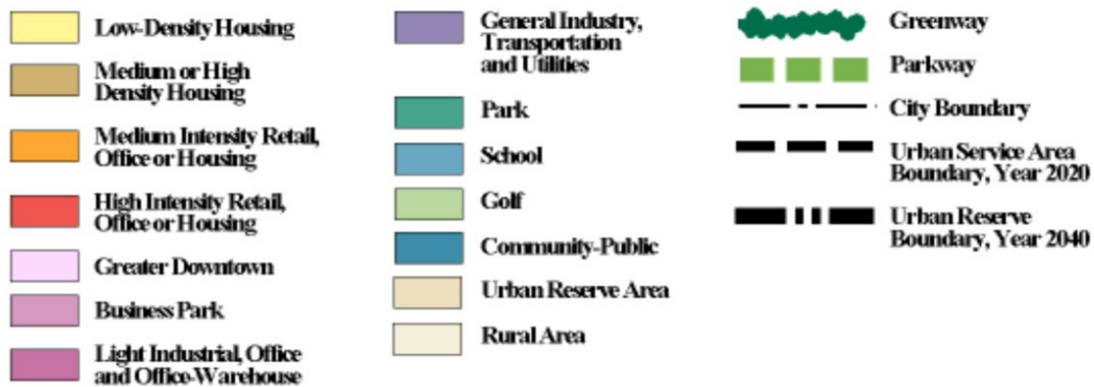
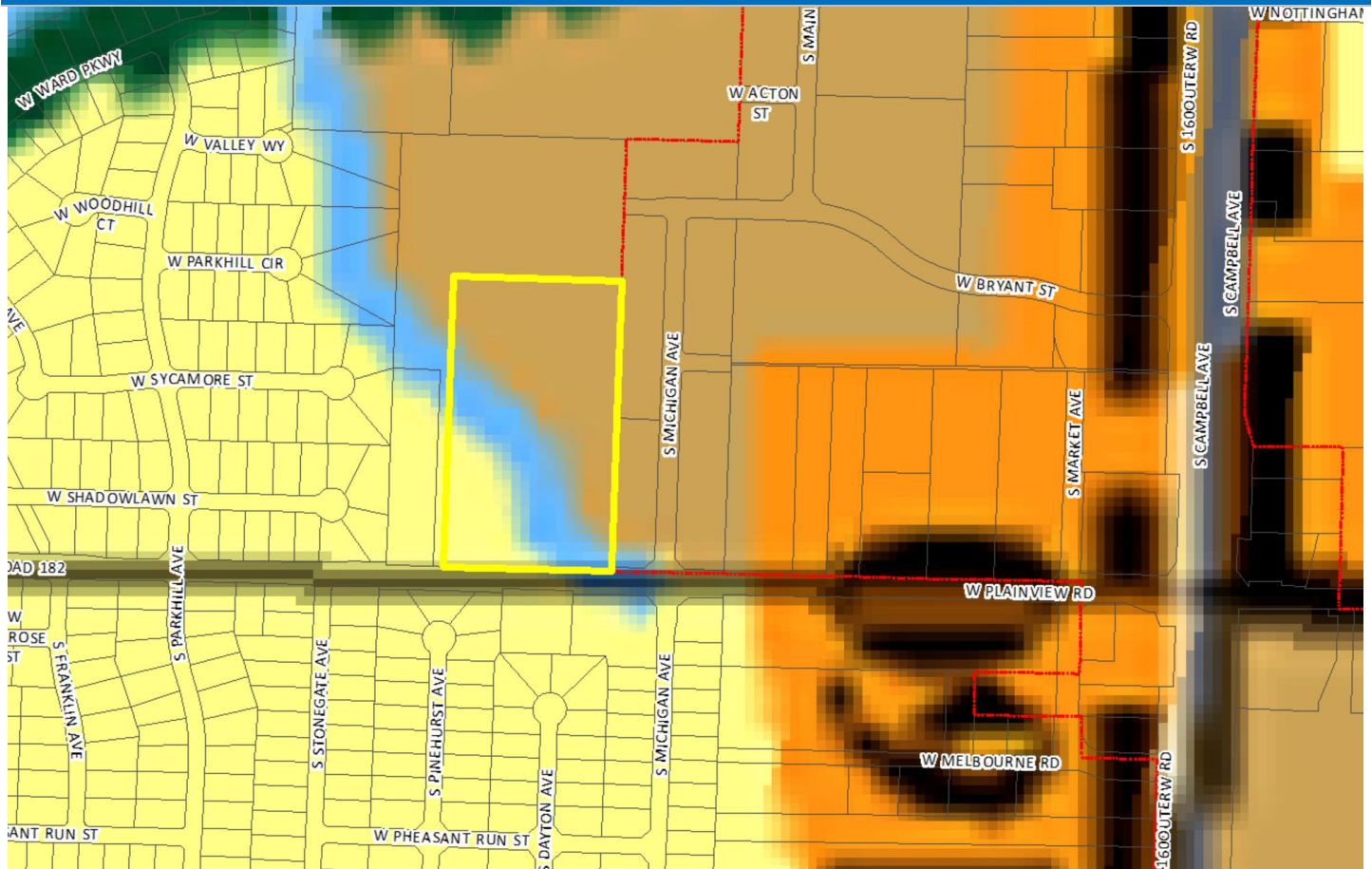
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



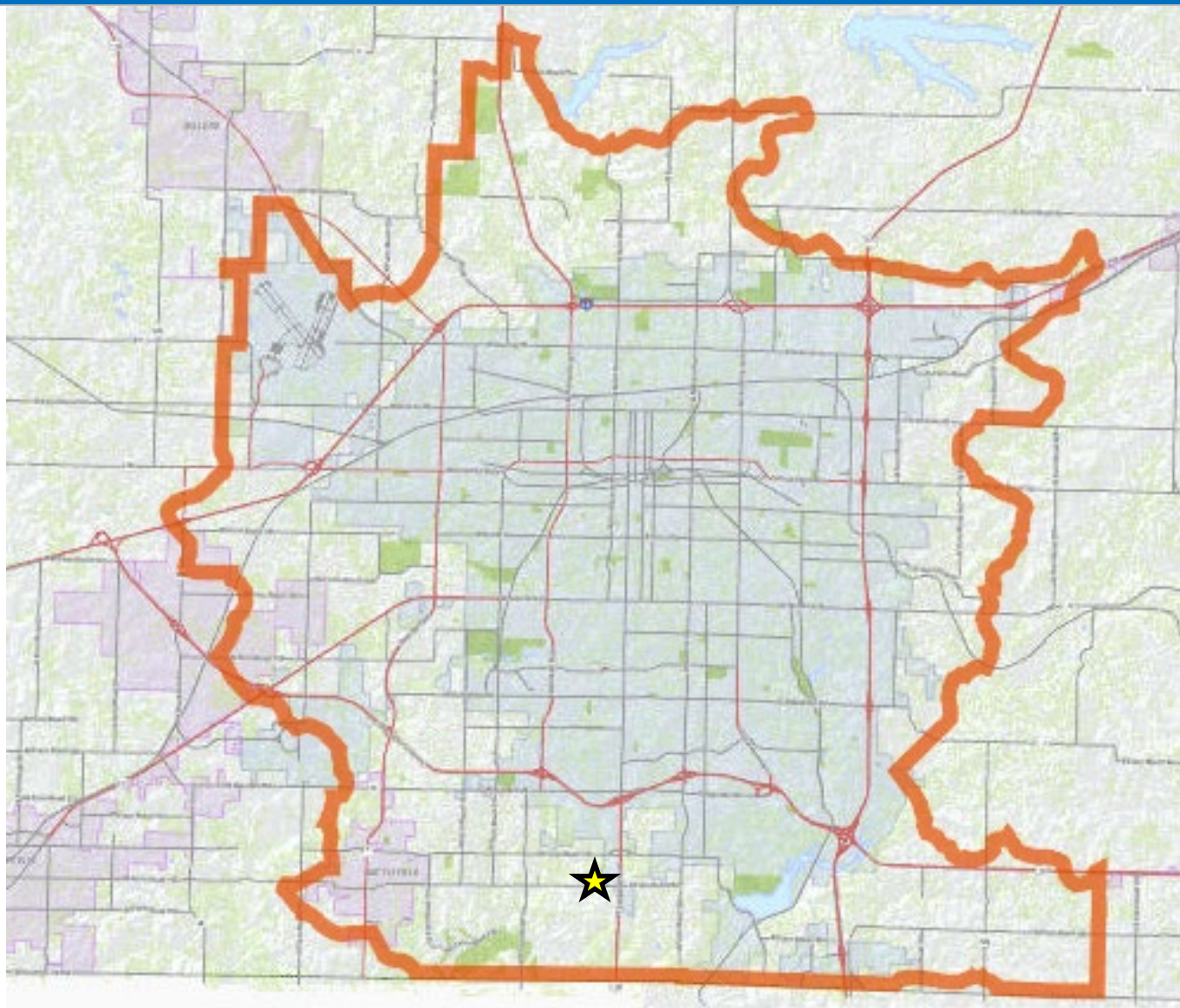
GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County R-1, Suburban Residence District.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and southwest portion of property as appropriate for Low Density Housing. West Farm Road 182 (Plainview Rd.) is classified as a secondary arterial roadway.

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

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 10 acres of unincorporated property generally located at 851 W. Farm Road 182 into the City of Springfield. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting. The applicant is annexing and rezoning so they can connect to city sewer. Once annexed and rezoned, they will submit public improvement plans to connect to the city sewer system. The existing business is a used car sales lot.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.
4. The proposed annexation does not contain a floodplain but does have a stream buffer area.
5. The proposed annexation does not include public right-of-way.
6. The private property is currently served by the Battlefield Fire Protection District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

The public notice for annexation was advertised in the Daily Events at least 15 days prior to the public hearing. For the rezoning, the property was posted by the applicant at least 10 days prior to the public hearing. For the rezoning, public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet: Mailed: 16 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES:

No issues with proposed annexation.

CLEAN WATER SERVICES COMMENTS:

No objection to annexation. Public sewer currently crosses the tract.

E-911 COMMENTS:

No issues.

ECONOMIC DEVELOPMENT COMMENTS:

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

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #11 located at 4940 S Fremont, which is approximately 2.3 miles from the southeast corner of the property. Fire Station #9 located at 450 W Walnut Lawn is the secondary station responding to this location, which is 2.9 miles from the southeast corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by approximately ½ mile for the 1st due unit.
This will not have a significant impact on our ISO rating.
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 5 minutes, 24 seconds. The 2nd due company has an estimated total response time of 6 minutes, 12 seconds. It is likely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within

11 minutes and 24 seconds. *The department expects that it will be able to meet the initial unit baseline and benchmark and will not meet the baseline and benchmark for the effective response force. This could impact our accreditation.*

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 11	3-4 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Stations 11, 9, 10, 7, 6 and 8	12-13 minutes	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is adequate water supply to service the proposed area to be annexed. The closest hydrant is 430 feet away on Michigan Ave. The next closest hydrant is 530 feet away on the opposite side of Plainview Road. New development will likely need additional water hydrants to meet Fire Code requirements. *The Fire Department does not have concerns with the water supply for this proposed annexation.*
5. **Impact** - The Fire Department is unable to estimate the call activity after development occurs because the type of development is unknown but is expected to be low under its current zoning. *The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.*

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

GREENE COUNTY HIGHWAY DEPARTMENT COMMENTS:

Greene County Highway supports the proposed A-3-20 annexation. It should be noted any work done on the right of way requires a permit from the Greene County Highway Dept. No additional private drives access points will be allowed onto Plainview Rd.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with this annexation. West Farm Road 182 is not being annexed.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Farm Road 182 as a Secondary Arterial roadway. The standard right-of-way width for W. Farm Road 182 is 35 feet from the centerline. It appears additional right-of-way is not needed along W. Farm Road 182. A survey is recommended to determine the exact amount of existing right-of-way. W. Farm Road 182 is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is not a recent traffic count on this portion of W. Farm Road 182. On-street parking is not allowed along W. Farm Road 182.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Farm Road 182. Any new proposed driveway approaches must meet the minimum spacing requirements for a secondary arterial.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Farm Road 182. The existing infrastructure meets current City Standards. Sidewalk is required to be constructed along W. Farm Road 182 to current City Standards as a part of this development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Farm Road 182. 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	W. Farm Road 182	Secondary Arterial	No	40	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		39.2	49	470.4	
*Proposed Trips Generated		88.2	107.8	1176	
Additional Trips Generated		49	58.8	705.6	

*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 will not be allowed and detention will be required. Water quality will be required if adding an additional acre of impervious area. The property is 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?	Yes
Is stormwater fee in lieu an option?	No

ANNEXATION SCHEDULE:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	April 20, 2020
City Council public hearing	June 1, 2020
City Council second reading and vote	June 15, 2020

One-rdg. _____
P. Hrngs. X
Pgs. 59
Filed: 05-26-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-119

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 9.84 acres of
3 property generally located at 851 West Farm Road 182 from County R-1,
4 Suburban Residence District to R-LD Low Density Multi-Family
5 Residential District and establish Conditional Overlay District No. 183; and
6 adopting an updated Official Zoning Map. (Staff recommends approval
7 and Planning and Zoning Commission recommends denial.)
8 _____
9

10 WHEREAS, an application has been filed to change the zoning of the property
11 generally located at 851 West Farm Road 182, and more fully described in "Exhibit B,"
12 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family
13 Residential District and to establish Conditional Overlay District No. 183, which is
14 attached hereto as "Exhibit A;" and
15

16 WHEREAS, Conditional Overlay District No. 183 shall modify the requirements of
17 the Springfield Land Development Code Section 36-382, Low Density Multi-Family
18 Residential District, by requiring that the property described in "Exhibit B" comply with
19 the requirements described in "Exhibit A;" and
20

21 WHEREAS, following proper notice, a public hearing was held before the
22 Planning and Zoning Commission on May 7, 2020, a copy of the Record of Proceedings
23 from said public hearing being attached hereto as "Exhibit C," and said Commission
24 made its recommendation; and
25

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

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

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

35
36 Section 1 – The property described in "Exhibit B," which is attached hereto and
37 incorporated herein by this reference, is hereby rezoned from County R-1, Suburban
38 Residence District to R-LD Low Density Multi-Family Residential. City Council hereby
39 establishes Conditional Overlay District No. 183 and the requirements of said
40 Conditional Overlay District, which are described in "Exhibit A" and are hereby
41 incorporated by this reference as if set out verbatim herein, shall apply to the subject
42 property. Springfield Land Development Code, Section 36-306, 'Official zoning map and
43 rules for interpretation,' is hereby amended, changed and modified consistent with this
44 Ordinance.

45
46 Section 2 – City Council hereby directs the City Manager, or his designee, to
47 update the City's digital zoning map to reflect this rezoning, and City Council adopts the
48 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided
49 for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps
50 and rules of interpretation.'

51
52 Section 3 – The Official Zoning Map herein adopted shall be maintained and
53 archived in the same digital form in which this Council has approved its adoption.

54
55 Section 4 – This Ordinance shall be in full force and effect from and after
56 passage.

57
58 Passed at meeting: _____

59
60 _____
61 Mayor

62
63 Attest: _____, City Clerk

64
65 Filed as Ordinance: _____

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

69
70
71 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020 -119

FILED: 05-26-20

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 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and establish Conditional Overlay District No. 183; and adopting an updated Official Zoning Map. (Staff recommends approval and Planning and Zoning Commission recommended denial.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183

The applicant, Burning Tree Consulting, LLC, is proposing to rezone approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and establish Conditional Overlay District No. 183.

The R-LD district and proposed conditional overlay district will mitigate potential impact on the single-family family housing to the north and west by restricting the maximum density to no more than eleven (11) dwelling units per acre. This density limit is the same as what is allowed in the R-TH, Residential Townhouse district. While both the R-TH and R-LD Districts allow townhouses as proposed, the primary difference is that the R-TH District only allows one duplex or townhouse per lot with a street while the R-LD allows for multiple dwelling units on a single lot with a driveway.

The standard development requirements in the R-LD district will also require a bufferyard Type B which is a minimum of fifteen (15) feet with required plantings and a 45-degree bulk plane from the north and west property line.

All neighborhood meetings have been suspended due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. All received comments are attached ("Exhibit D - Attachment 3").

REMARKS:

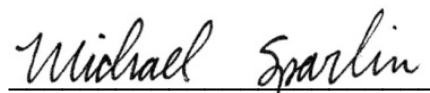
The Planning and Zoning Commission held a public hearing on May 7, 2020, and recommended denial, by a vote of 3 to 4.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. *The Growth Management & Land Use Plan* element of the Comprehensive Plan identifies the northeast portion of the subject property as appropriate for Medium or High-Density Housing and southwest portion of property as appropriate for Low Density Housing.
2. The Plan encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The application is consistent with the R-LD district intent to serve as a transition between lower density and higher density residential districts and areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods.

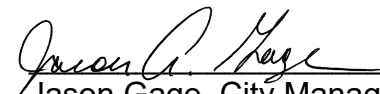
Submitted by:


Michael Sparlin, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

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

ATTACHMENTS:

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

Exhibit A

**CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183**

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

1. The maximum density for the development shall not exceed 11 dwelling units per acre.

Exhibit B

**LEGAL DESCRIPTION
ZONING CASE Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183**

DEED BOOK 2015, PAGE 008121-15 DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF (W $\frac{1}{2}$) OF THE EAST ONE-HALF (E $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22); THENCE NORTH 927 FEET; THENCE WEST 170 FEET; THENCE NORTH 15 FEET; THENCE WEST 15 FEET; THENCE SOUTH 15 FEET; THENCE WEST 324.9 FEET; THENCE SOUTH 927 FEET; THENCE EAST 510 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT RIGHT-OF-WAY FOR PLAINVIEW ROAD, CONVEYED IN WARRANTY DEED IN BOOK 2408, AT PAGE 699, GREENE COUNTY, MISSOURI.

Exhibit C

RECORD OF PROCEEDINGS ZONING CASE Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183 Planning and Zoning Commission – May 7, 2020

Z-7-2020 w/COD #183

851 West Farm Road 182

Applicant: Burning Tree Consulting, LLC

(Britton Jobe recused)

Mr. Hosmer stated that this is a request to rezone approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD, Low Density Multifamily Residential District and establish Conditional Overlay District No. 183. The Comprehensive Plan identifies the northeast part of the property as appropriate for Medium or High-Density Housing and southwest part of property as appropriate for Low Density Housing. The Plan encourages residential developments to provide for a variety of housing types. The Transportation Plan classifies Farm Road 182/Plainview Road as a Secondary Arterial roadway. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. A stream buffer easement will be required. The proposed R-LD district is intended for densities up to 18 dwelling units per acre. However, the applicant has limited the subject property to eleven (11) dwelling units per acre. The standard bufferyards of 15 ft/plantings between property to the north and west and requires a 45-degree bulk plane/height restriction. Staff recommends approval.

Mr. Doennig opened the public hearing.

Jared Davis, applicant representative, here to answer any questions. Traffic study was not required due to not changing the trip generation and with the growth management plan we fall beneath the density and have reduced to low density and lowered density from 18 to 11 du/ac.

Ms. Cox asked about the artist rendering.

Mr. Jared Davis noted that it is from the architect and there to help the neighbors visualize the project.

Mr. Titus Williams, 1414 E. Primrose, developer/owner and went through the process previously through the county and went through the neighborhood concerns. A group of individuals were interested in the property and so we pulled the project from the county, however the negotiations did not proceed and now we are going through the City with a lower density and here to answer any questions.

Mr. Joel Thomas asked if they are 2 story duplexes and about a potential road to the north.

Mr. Titus noted that they are 2 stories duplexes set in a park like setting. The road to the north and looking to make an emergency access to the east, not the north.

Mr. Ronald Greenway, 961 W. Shadowlawn Street is in strong opposition and has concerns regarding traffic, noise pollution, public safety (lack of sidewalk for school kids) and believes that a traffic study is

warranted. He noted the severe backup of traffic during peak hours on Plainview Road, and commented on storm water problems stating damage to the common area.

Mr. Ryan Jones, 988 W. Parkhill Circle stated his concerns regarding the density of the development and wants it to be lower du/ac and commented on issues of trespassers and vandalism from the area apartment complexes. He also noted his concerns of storm water problems and picks up the trash that flows through his property after storms. Sent in a letter asking for amendments to the conditional overlay for lower density with greater setbacks and more bulk plain restrictions.

Ms. Shannon Underwood, 909 West Farm Road 182 and here to speak on behalf of my family and surrounding families. We strongly opposed this project and we opposed the project when presented through the Greene County Planning and Zoning Commission which failed and noted concern on storm water, decreased property values, and traffic issues and would like it to remain Single-Family Residential zoning.

Mr. Ken Clarkston, 901 West Farm Road 182 noted his concerns on the access on the north (his front yard and will not sale), storm water problems, decreased property values, increased traffic, overcrowding of schools, safety of children walking to school on sidewalk next to busy road, potential increase of crime and stated that Single-Family Residential should remain.

Mr. Patrick Platter, 2144 E. Republic Road representing the Underwood family and stated his concerns of a possible 3 story duplexes and 11 du/ac causing traffic concerns (880-day trips), noting that annexation still remains to completed before the property can be rezoned. He noted that there was not a regular neighborhood meeting (Covid-19) per the emergency conditions.

Mr. King asked about what would Mr. Platter would propose for development on this property.

Mr. Platter stated that are several options for development that would fit with step-down zoning, however, would need more information and again noting that a regular neighborhood meeting was not held.

Ms. Anita Cotter read off a list of individuals who submitted written comments/testimony which are reflected with the staff report.

Richard Coder	Jennifer Yanders	Stephen Whisler
Alan Cummins	Stephen Johnson	Brad & Stephanie Brotherton
Kyle & Ashtyn Evans	Andrew Tasset	David & Stephanie Fessenden
Ken & Holly Clarkson	Dr. Andrew Post	LeeAnne Wallace
Derrick & Shannan Underwood	Jake & Tisha Joplin	Jim Roebuck
Ronald & Casey Greenway	Brian & Melissa Gelner	Don Simpson
Darrell Riemann	Ron & Lori Morgan	Ryan & Amanda Jones
Mary Henderson	Victor & Deanne Wilson	Stephanie Hesser

Mr. Doennig closed the public hearing.

Ms. Cox asked about Residential Townhouse development as being appropriate step-down.

Mr. Hosmer noted that the applicant originally wanted Medium-Density Residential, but staff recommended 11 du/ac because Residential Townhouse would require individual lots and streets.

Mr. Thomas asked about a traffic study and noted the traffic problems in that area about lack of regular neighborhood meetings.

Mr. Hosmer stated that the regular neighborhood was waived due to the Covid-19 and noted Public Works would have more information.

Mr. Derek Estell, Public Works noted that Farm Road 182 is still in Greene County and will stay in Greene County after annexation and rezoning and noted existing subpar conditions are not the responsibility of the developer that they only have to address the concerns with their development. This potential development would only generate 49 more trips in the AM peak hours and 59 more trips in the PM peak hours for a total of approximately 705 trips per weekday and do not exceed trips allowed thresholds. The possible extension off of Sycamore and Bryant street requires connection through adjacent land through someone property.

Mr. Coltrin ask for clarification regarding Residential Low-Density with the overlay is to equate it to Residential Townhouse in order forgo the platting process.

Mr. Hosmer noted that it is correct.

Ms. Cox asked for clarification on Residential Townhouse and Residential Low-Density.

Mr. Hosmer noted that Residential Low-Density is not required to build individuals streets.

Ms. Ogilvy noted that she understands about not having a regular neighborhood meeting during Covid-19 but will be voting nay and hopes that the developer will meet with the neighborhood to discuss on what they all can agree upon.

Mr. Doennig asked if north side of Farm Road 182 has a sidewalk and will remain

Mr. Hosmer stated that it has a sidewalk and it will remain.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Z-7-2020 w/COD #183 (851 West Farm Road 182). Ms. Ogilvy seconded the motion. Ayes: Coltrin, Thomas, and Rose. Nays: Doennig, Ogilvy, Cox, and Shuler. Abstain: None. Absent: Broekhoven. (Britton Jobe recused). **(MOTION FAILED)**



Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:

MAY 7, 2020

June 1, 2020

CASE: Z-7-2020 w/COD #183

ACRES: 9.84 acres

LOCATION: 851 West Farm Road 182

EXISTING LAND USE: Single-family Residence

APPLICANT: Burning Tree Consulting LLC

STAFF: Michael Sparlin, Senior Planner
864-1091

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD, Low density Multi-family Residential District and establish Conditional Overlay District No. 183.

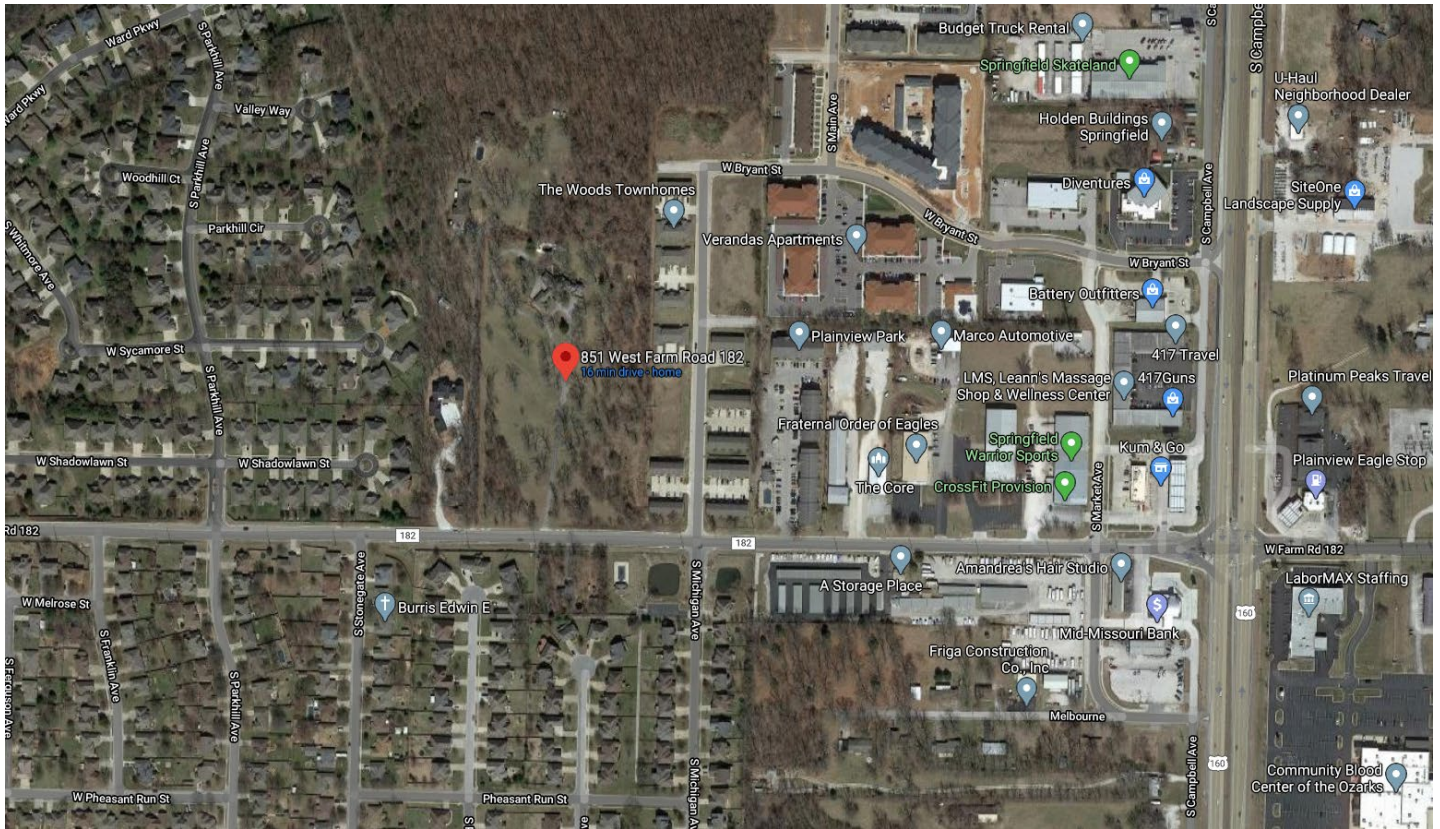
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High-Density Housing and southwest portion of property as appropriate for Low Density Housing.
2. The Plan encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The application is consistent with the R-LD district intent to serve as a transition between lower density and higher density residential districts and areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods.
4. The R-LD district and proposed conditional overlay district will mitigate the potential impact on the single-family housing to the north and west by restricting the maximum density to no more than eleven (11) dwelling units per acre. This density limit is the same density as allowed in the R-TH, Residential Townhouse district. The standard development requirements in the R-LD district will also require a bufferyard Type B which is a minimum of fifteen (15) feet with required plantings and a 45-degree bulk plane from the north and west property line.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	R-LD COD 14	County R-1
LAND USE	Single-family residence	Single-family residence	Townhome Apartments	Single-family residence

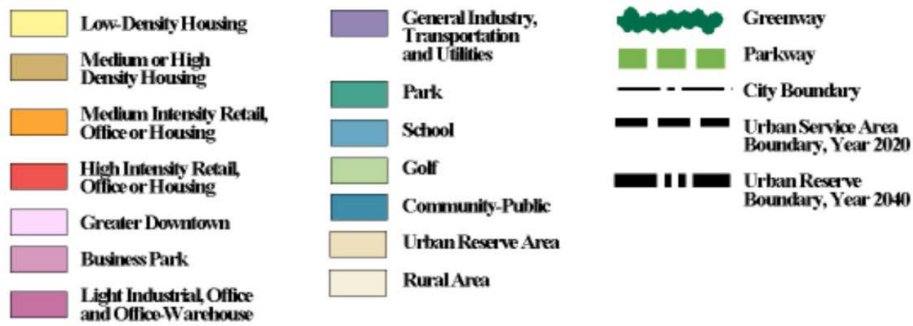
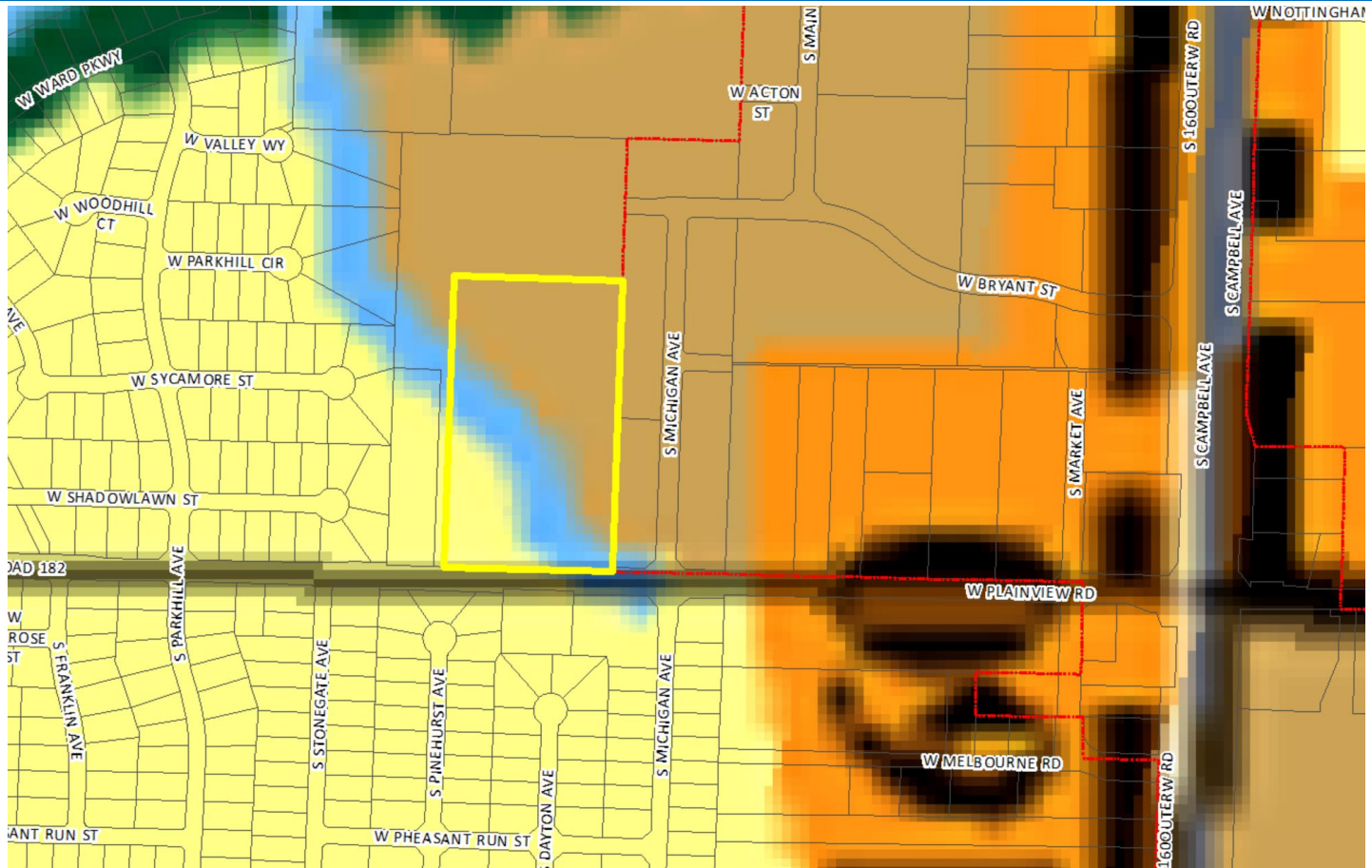
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

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

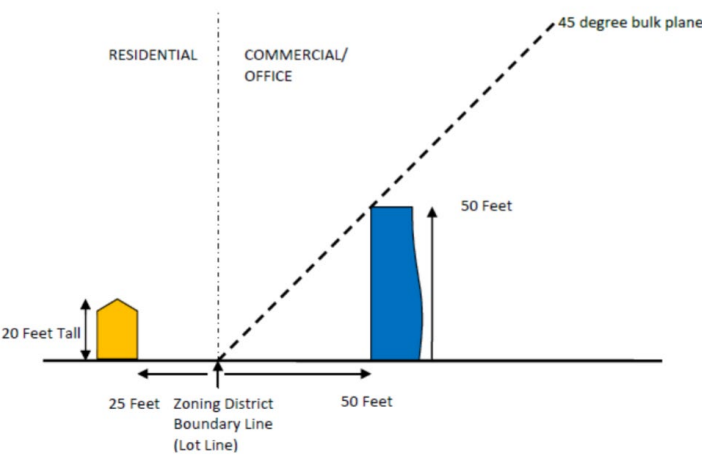
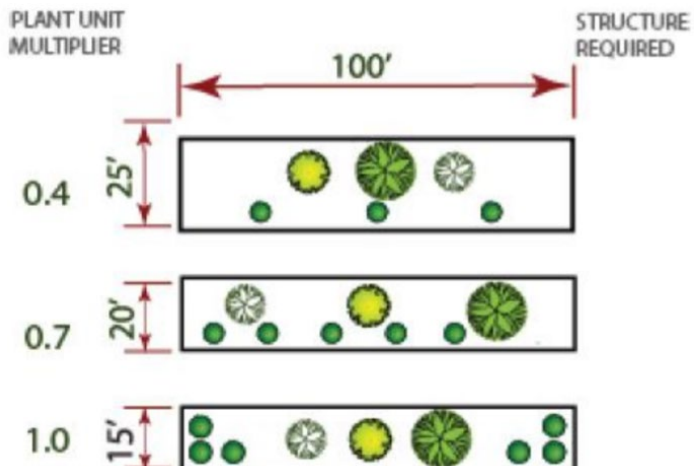
PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-LD
Use Limitations	The COD limits the maximum density to (11) dwelling units per acre.
Maximum structure height	When the side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
45-degree bulk plane is required along the north & west property line adjacent to County R-1 zoning.	A Bufferyard Type B is required along the north & west property line adjacent to County R-1 zoning.
	

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and southwest portion of property as appropriate for Low Density Housing.

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

The Transportation Plan classifies Farm Road 182/Plainview Road as a Secondary Arterial roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD, Low density Multi-family Residential District and establish Conditional Overlay District No. 183. The applicant intends to develop a multi-family development at a density not exceeding 11 dwelling units per acre.
2. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and south portion of property as appropriate for Low Density Housing.
3. The R-LD district is intended to accommodate multifamily developments at densities up to approximately 18 dwelling units per acre. However, the applicant has limited the subject property to eleven (11) dwelling units per acre. The R-LD district is intended to serve as a transition between lower density and higher density residential districts and areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The development is consistent with the intent of the R-LD district as the subject property is located adjacent to single-family housing to the west and multi-family development to the east.
4. The development will take primary vehicular access to Farm Road 182/Plainview Road which is classified as a Secondary Arterial roadway. The R-LD district is intended to serve as a transition between lower density and higher density residential districts and areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods.
5. The R-LD district and proposed conditional overlay district will mitigate potential impact on the single-family housing to the north and west by restricting the maximum density to no more than eleven (11) dwelling units per acres. This density limit is the same as what is allowed in the R-TH, Residential Townhouse district. While both the R-TH and R-LD Districts allow townhouses as proposed, the primary difference is that the R-TH District only allows one duplex or townhouse per lot with a street while the R-LD allows for multiple dwelling units on a single lot with a driveway. The standard development requirements in the R-LD district will also require a bufferyard Type B which is a minimum of fifteen (15) feet with required plantings and a 45-degree bulk plane from the north and west property line.
6. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. All received comments are attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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: 16

Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES COMMENTS:

No issues with rezoning, but please show all utility easements on the subject property.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public sewer currently crosses the tract.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Farm Road 182 as a Secondary Arterial roadway. The standard right-of-way width for W. Farm Road 182 is 35 feet from the centerline. It appears additional right-of-way is not needed along W. Farm Road 182. A survey is recommended to determine the exact amount of existing right-of-way. W. Farm Road 182 is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is not a recent traffic count on this portion of W. Farm Road 182. On-street parking is not allowed along W. Farm Road 182.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Farm Road 182. Any new proposed driveway approaches must meet the minimum spacing requirements for a secondary arterial.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Farm Road 182. The existing infrastructure meets current City Standards. Sidewalk is required to be constructed along W. Farm Road 182 to current City Standards as a part of this development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Farm Road 182. 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.)
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Street 1	W. Farm Road 182	Secondary Arterial	No	40	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		39.2	49	470.4	
*Proposed Trips Generated		88.2	107.8	1176	
Additional Trips Generated		49	58.8	705.6	

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

PUBLIC WORKS 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 will be required. Water quality will be required if adding an additional acre of impervious area. The property is 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?	Yes
Is stormwater fee in lieu an option?	No

FIRE DEPARTMENT COMMENTS:

No issues.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL OVERLAY DISTRICT PROVISIONS

ZONING CASE Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183

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

1. The maximum density for the development shall not exceed 11 dwelling units per acre.

ATTACHMENT 3

From: [Neal, Daniel](#)
To: [Jared Davis](#)
Cc: [Hosmer, Bob](#)
Subject: Fw: Rezoning of 851 W Farm Road 182
Date: Wednesday, April 8, 2020 1:11:04 PM

FYI

From: Richard Coder <ruthecoder@gmail.com>
Sent: Saturday, March 14, 2020 10:28 AM
To: Zoning@springfieldmo.gov
Subject: Rezoning of 851 W Farm Road 182

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I live in Stone Meadow subdivision and I object to the rezoning request for the property at 851 W Farm Road 182.

We currently experience heavy traffic causing conditions to get on plainview road very unsafe as well as getting on campbell street. With a school east and west on plainview buses are numerous in the morning and afternoon. If the number of people in the area is increased as a result of this proposed housing we can only expect a worsening of the traffic/congestion. It is also important to remember that the extension of highway 13 (Kansas) will end at plainview resulting in a greater increase of traffic. The safety of our area is a major concern and it is a real concern. I urge the committee to deny the zoning change. Thank you.

Richard L Coder
994 W Shadowlawn St

From: [alan cummins](#)
To: Zoning@springfieldmo.gov
Subject: project proposed
Date: Monday, April 6, 2020 10:29:18 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

project location: 851 W Farm Road 182 (plainview) Springfield, Mo. 65810

My name is Alan Cummins living at 984 W. Valley Way Springfield, Mo. 65810 Ph# 861-6067
I am opposed to the rezoning of the property above. The neighborhood meeting scheduled was during the Covid 19 stay at home order, and the phone # 576-8889 was non responsive and no messages were available as the message center was full.

It is unclear at this point what the intent of the rezoning will entail. Apartments or something other than single family dwellings would be unacceptable for noise, as well as traffic flow. The traffic line for accessing campbell ave is already overloaded during the morning rush hours, especially when school is in session for Cherokee and Wanda Gray schools, both located on plainview.

The noise from more condensed housing would also encroach on the current level of noise which has already increased in recent years due to rezoning of property just east of the project property above.

Thank you,
Alan Cummins

From: [Kyle Evans](#)
To: Zoning@springfieldmo.gov
Subject: Zoning Case Z-7-2020 w/ COD #183
Date: Tuesday, April 28, 2020 9:34:27 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

To Springfield County Zoning and Planning Commission,

My name is Kyle Evans and my wife Ashtyn Evans and I live at 974 W Sycamore St, Springfield, MO 65810 and we are within 185 feet of the property seeking re-zoning.

I'd like for my comments below to be entered into the record for this case and included in the minutes at the May 7th meeting as I will not attend personally due to my continuing concerns with COVID. Please confirm receipt of this e-mail and its entrance into the minutes for the May 7th meeting at your earliest convenience.

Respectfully, we've been here before. This is not an unfamiliar case and as such my hope as a home owner and citizen of the county is that the zoning and planning commission will remain consistent in their views of this request for re-zoning, relative to the prior attempts to re-zone this property which were denied by zoning and planning. Simple facts remain true, the current request for rezoning seeks to go beyond the boundaries of the existing county R-1 parameters to enable the owner to develop the property under broader, more profitable guidelines. Just as the last failed request for rezoning, this request asks the Z&P commission, and now the city of Springfield, to prioritize one owner's economic desires over the myriad of considerations in opposition for the countless home owners surrounding the property in question. Pertinently, the current request still asks of our city and county to allow him to create higher density housing options on this land than there are on the property immediately adjacent to his eastern boundaries. There exists a very natural and logical flow of density from Campbell street heading west into long-standing single family neighborhoods from higher density to lower density and allowing this request to move forward successfully would be directly at odds with those density parameters and directly at odds with the zoning and planning commission's prior stated reasons for denying the earlier request.

This is not an indictment of Titus Williams or his business. Titus strikes me as a very good man and a very good advocate for the city of Springfield and its residents. However, in this instance it remains very clear that Titus is attempting to circumvent a misguided business transaction in the attempt to save his profit margins on the purchase. He

could have purchased this land conditional on it being re-zoned prior but he chose not to do that. As such, now he remains stuck in an investment that is not worth as much as he originally intended it to be and would ask of Z&P and the city of Springfield to prioritize those concerns over those of the surrounding home owners AND the original considerations that went into zoning this land as county R-1 in the first place.

I speak only for my wife and I but we believe the sentiment to be shared heavily, we don't oppose development of this land. To the contrary it would be great to see it developed within the current R-1 guidelines and the property would be the perfect place for a new, beautiful R-1 single family neighborhood to be developed in a desirable school district and location in Southern Springfield. However that sentiment only exists for development within the current zoning parameters for the land. We all bought homes near this property with its current zoning in mind not city multi-family townhomes in mind abutting our single family properties. If allowed to be re-zoned as requested then there's no doubt our property values will suffer over time and a multitude of logistical challenges will result. There already exists copious multi family units directly east of this property on land zoned for as much and those are lower density per unit than the ones being sought which as mentioned prior stands in direct opposition to the density flow from Campbell westward into the county. We do not think it proper or in our community's best interests to allow rezoning just because the person who bought the land did so without seeking and obtaining rezoning prior.

He bought the land under its current zoning restrictions and we believe its in the best interest of the county and city to keep it zoned as is and to encourage any who owns it to develop it however they see fit within the current zoning guidelines.

One stark and seemingly important question should also be asked and answered; what benefit would the city even have in granting the re-zoning requested? Are there tax benefits to our local governments to do so? What perceived positives are there in your mind so that we can be sure we as surrounding home owners understand the full scope and considerations in your mind? It's our understanding that the city will not benefit from allowing this type of rezoning and it may even cost more to the city to do so than not when considering utilities and infrastructure necessary to be provided by the city.

In its simplest terms, the question before the Z&P and potentially the city is who is going to be penalized here and what is the greatest good which our government commissions are tasked with protecting?

The options for who gets penalized by the commission's ultimate decision are as follows;

(1) If the request is denied, the current owner is penalized for buying land with ideas of commercial activity, profits and rezoning in mind, prior to actually getting approval or rezoning of the land. He may artfully attempt to argue that providing affordable housing for all family types is part and parcel of his interest, however, that would be a convenient and seemingly disingenuous argument considering the sheer volume of already existing multi-family options in existence directly east of this property. He too may argue that this beautiful piece of land deserves to be developed and used and that re-zoning is the only way to do that for the benefit of the county and city, again misguided when considering that exact end can be achieved if developing the land as a single family home or as an R-1 neighborhood of single family homes which fit into the parameters already existing for the development of this land. He is penalized if the land is denied rezoning and restricted for use and development within its existing zoning guidelines and restrictions because necessarily that means the land may not be worth what he thought it was when he paid for it. No one is preventing or able to prevent the land from being developed, used or enjoyed under its current zoning restrictions so he would simply be stuck developing within those guidelines or selling to someone who will develop, use or enjoy the land within the existing zoning regulations.

Or

(2) If the request is approved, all the residents who have built, lived on or made decisions about their nearby homes and futures based on the existing zoning of their surrounding property will now be penalized by having to deal with lower property values and changing circumstances for the benefit of one man and his entity. I said this last summer and I'll say it again, if my wife and I knew the city and county were going to allow rezoning to this high of concentration for multi family dwellings this near our home, on land then and now zoned county R-1 single family, we would not have chosen to buy this home in the spring of 2018. Additionally, if the land is re-zoned we perceive that the city will lose as well. The city does not stand to gain any added tax considerations by re-zoning this land as requested and further, actually stands to have its infrastructure strained further in having to provided amenities to the countless residents who would reside in the proposed development.

Someone is going to lose as a result of your decisions and I respect your role in determining who that will be. I merely ask that the decision be understood and recognized in those terms prior to it being made because there is a great weight to your decisions effecting the lives of many.

Respectfully, my wife and I ask this commission to please deny the request for re-zoning in front of you, allow the private market to determine the price of this land within its current County R-1 zoning parameters and continue to encourage development by whoever owns this property under the current zoning guidelines in effect for County R-1.

From: Ken Clarkson <keclarkson86@gmail.com>
Sent: Tuesday, April 28, 2020 12:10 PM
To: Hosmer, Bob <bhosmer@springfieldmo.gov>
Cc: Shannan Underwood <shannanunderwood@yahoo.com>; Holly Clarkson <h_a_clarkson@yahoo.com>
Subject: Case Z-7-2020 W/COD #183

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Mr. Hosmer,

My wife and I own the property directly north of the property the city is considering annexing. Our address is: 901 W Farm Rd 182.

I have significant concerns/questions about the process going forward and have already signed a protest petition as have numerous neighbors.

The plan I saw showed an exit going through my front yard. I maintain a 'buffer' of trees on the east side of my property to provide the illusion of living in the country. We bought the property because it seems to be in the middle of a remote country setting, yet near Springfield. I am concerned that the neighbors wanting to build apartments/townhouses next door have confidence they can take part of my property (with the City's help) through some process (imminent domain?). After speaking with another neighbor, I understand that you indicated this is possible. She forwarded the email to me (I am the unhappy neighbor).

I am concerned that you said "We do have West Bryant Street --- this may be extended". Does this mean you intend to pursue taking my property through imminent domain to help the apartment/townhouse project? I hope this is not the case. If it is, I need to know.

Regarding the proposed North access, the developer does not have access to the property directly to the North, yet shows an access point. That neighbor is very unhappy, and is fearful of an imminent domain situation, should the City of Springfield approve this project and it moves forward. Can you tell us more about this? I am aware of the City using imminent domain to extend the road. We do have West Bryant Street which if there was a development this may be extended.

Summarizing my questions:

- 1) Have you or anyone representing the City had discussions about using my property (901 W Farm Rd 182) related to the apartment/townhouse project next door (851 W Farm Rd 182)?
- 2) Does anyone representing the City have a bias in favor of the apartment/townhouse project?
- 3) Can the City of Springfield take my property or force me to sell to benefit an entity or business?
- 4) What is your intention related to West Bryant Street?
- 5) How can I prevent the loss of my property against my will?

Thanks for your time in helping address my concerns and questions,

From: [Hosmer, Bob](#)
To: [Ken Clarkson](#)
Cc: [Shannan Underwood](#); [Holly Clarkson](#)
Subject: RE: Case Z-7-2020 W/COD #183
Date: Tuesday, April 28, 2020 4:26:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image005.png](#)

Mr. and Mrs. Clarkston thanks for your comments. I will try to answer your questions as best I can.

- 1) Have you or anyone representing the City had discussions about using my property (901 W Farm Rd 182) related to the apartment/townhouse project next door (851 W Farm Rd 182)? **No, but as you know West Bryant Street is stubbed out for future expansion westward no timeline on this, only if development occurs.**
- 2) Does anyone representing the City have a bias in favor of the apartment/townhouse project? **Not to my knowledge.**
- 3) Can the City of Springfield take my property or force me to sell to benefit an entity or business? **No.**
- 4) What is your intention related to West Bryant Street? **Stubbed out for future expansion westward when development occurs.**
- 5) How can I prevent the loss of my property against my will? **Sign a protest petition and submitted written comments, or attend the tele-conference public meeting at our Planning and Zoning Commission and City Council.**

Let me know if I answered your questions or if you have any additional questions.

Bob Hosmer, AICP

Planning Manager
Development Review Office
840 Boonville Avenue
City of Springfield, Missouri
Department of Planning and Development
417.864.1834 or 417.864.1611
General Information: <http://www.springfieldmo.gov/DevelopmentReview>
Zoning Map: <http://maps.springfieldmo.gov/zoning/>
Zoning Code: <https://library.municode.com/mo/springfield>
eCity: <https://ecity.springfieldmo.gov/>



From: [Shannan Underwood](#)
To: [Neal, Daniel](#); Zoning@springfieldmo.gov
Subject: Fw: Rezoning case: Z-7-2020 w/COD #183
Date: Monday, April 27, 2020 10:30:20 AM

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----- Forwarded Message -----

From: Shannan Underwood <shannanunderwood@yahoo.com>
To: dneal@springfieldmo.gov <dneal@springfieldmo.gov>
Sent: Tuesday, April 21, 2020, 08:01:42 AM CDT
Subject: Fw: Rezoning case: Z-7-2020 w/COD #183

Hello Daniel-

I am reaching out regarding the annexation and rezoning of 851 W. Farm Road 182 (case Z-7-2020 w/COD #183 and A-3-2020). Several in the community have many questions regarding the developer's plans and the process moving forward. There have been attempts by a close-by neighborhood board and an individual home owner to contact the developer with questions, with no response. We are hoping you can help us out!

We did obtain renderings of the proposed project at the site location. We can see there are 11 pods, but do not know how many units are in each pod, as it appears it varies. Can you tell us how many units in total are proposed?

Regarding the proposed North access, the developer does not have access to the property directly to the North, yet shows an access point. That neighbor is very unhappy, and is fearful of an imminent domain situation, should the City of Springfield approve this project and it moves forward. Can you tell us more about this?

Can you tell us how many feet of buffer space is proposed on the West and North side of the proposed development?

Is the developer planning to plant additional evergreen trees to provide a significant, substantial buffer on the West and North sides? If so, what guarantee do we have that he will go through with planting the buffer and sticking with an adequate amount of trees?

This developer attempted to rezone with Greene County in August 2019. He was met with very intense, overwhelming community opposition, and the Planning and Zoning Board voted to not recommend rezoning for numerous reasons. The developer was interviewed and quoted by KY3, saying he would withdraw his application to rezone, because he did not want to upset the community. He also stated that he might revisit the situation if could address the traffic situation on Plainview. Can you tell us if there are plans to address the traffic situation in this area? Has this indeed changed?

The community is aware that the developer's new proposal is significantly less dense than his previous proposal. However, numerous multi-family options already exist in this area, which is why the community is so opposed to losing the current single family, R-1 zoning to another multi-family development. Can you help us understand the City's benefit to annexing and rezoning this property?

I'm not familiar with the City of Springfield's planning process and zoning codes. Does the city typically follow the plan of decreasing density, Commercial>>>High Density Multi-family>>>Less Dense Multi-family>>>Single Family Homes? If this is the typical plan, does this proposed development go in the opposite direction?

So many questions! As neighbors have been made aware of the proposed annexation and rezoning, many have been flooding me with questions I cannot answer. I truly appreciate your time and help providing answers to the community!

Thank you!

Shannan Underwood
417-848-6682

From: [Hosmer, Bob](#)
To: [Shannan Underwood](#)
Subject: RE: Rezoning case: Z-7-2020 w/COD #183
Date: Monday, April 27, 2020 4:39:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Shannan, Thanks for submitting your questions. I will try to address your questions in absence of our staff being out with Covid-19 stay at home order. Please see our responses in red. If you have any questions please give me a call at 417-864-1834.

I am reaching out regarding the annexation and rezoning of 851 W. Farm Road 182 (case Z-7-2020 w/COD #183 and A-3-2020). Several in the community have many questions regarding the developer's plans and the process moving forward. There have been attempts by a close-by neighborhood board and an individual home owner to contact the developer with questions, with no response. We are hoping you can help us out!

We did obtain renderings of the proposed project at the site location. We can see there are 11 pods, but do not know how many units are in each pod, as it appears it varies. **Can you tell us how many units in total are proposed?** Since the development will be under our Conditional Overlay District this development will be limited to 11 dwelling units per acres for a maximum of 108 units. However there are other requirements that would reduce this number i.e. open space requirements of 20% of the total, a required stream buffer, parking and bufferyards etc. This would reduce the number considerably.

Regarding the proposed North access, the developer does not have access to the property directly to the North, yet shows an access point. That neighbor is very unhappy, and is fearful of an imminent domain situation, should the City of Springfield approve this project and it moves forward. **Can you tell us more about this?** I am aware of the City using imminent domain to extend the road. We do have West Bryant Street which if there was a development this may be extended.

Can you tell us how many **feet of buffer space is proposed on the West and North** side of the proposed development? The will be required a Type B bufferyard which is a minimum of fifteen (15) feet with required plantings. There will also be a 45-degree bulk plane from the north and west property line. This is a one to one setback for height.

Is the developer planning to plant additional evergreen trees to provide a significant, **substantial buffer on the West and North sides**? If so, what guarantee do we have that he will go through with planting the buffer and sticking with an adequate amount of trees? **This will have to be added to the conditional overlay district language. I have not heard that they have suggested this. If so we need them to commit to this in the ordinance which will be binding at the time of development.**

This developer attempted to rezone with Greene County in August 2019. He was met with very intense, overwhelming community opposition, and the Planning and Zoning Board voted to not recommend rezoning for numerous reasons. The developer was interviewed and quoted by KY3, saying he would withdraw his application to rezone, because he did not want to upset the community. He also stated that he might revisit the situation if could address the traffic situation on

Plainview. Can you tell us if there are plans to address the traffic situation in this area? Has this indeed changed? I am not aware of any traffic changes. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

The community is aware that the developer's new proposal is significantly less dense than his previous proposal. However, numerous multi-family options already exist in this area, which is why the community is so opposed to losing the current single family, R-1 zoning to another multi-family development. Can you help us understand the City's benefit to annexing and rezoning this property? City services.

I'm not familiar with the City of Springfield's planning process and zoning codes. Does the city typically follow the plan of decreasing density, Commercial>>>High Density Multi-family>>>Less Dense Multi-family>>>Single Family Homes? If this is the typical plan, does this proposed development go in the opposite direction? The City's Growth Management & Land Use Plan element of the Comprehensive Plan identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and south portion of property as appropriate for Low Density Housing. The proposed R-LD District will have the same density of our R-TH 11 dwelling units per acre.

So many questions! As neighbors have been made aware of the proposed annexation and rezoning, many have been flooding me with questions I cannot answer. I truly appreciate your time and help providing answers to the community!

Bob Hosmer, AICP

Planning Manager

Development Review Office

840 Boonville Avenue

City of Springfield, Missouri

Department of Planning and Development

417.864.1834 or 417.864.1611

General Information: <http://www.springfieldmo.gov/DevelopmentReview>

Zoning Map: <http://maps.springfieldmo.gov/zoning/>

Zoning Code: <https://library.municode.com/mo/springfield>

eCity: <https://ecity.springfieldmo.gov/>



From: [Jen](#)
To: Zoning@springfieldmo.gov
Subject: reference to case number is Z-7-2020 w/COD #183
Date: Wednesday, April 29, 2020 3:53:03 PM

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In reference to case number is Z-7-2020 w/COD #183

As a current owner of two homes in stone meadow (our and my in-laws), I am always concerned when short term rental developments want to build next to a home owner community. We already have issues with several apartment and townhome renters next to our subdivision- teenagers trespassing, littering, being obtrusive and in general, disrespectful towards the home owners of our area. Adding more is not ideal. Adding to that, the current Kansas Expressway extension is already taking affect on the value of our homes, this too will add another decrease in value on the other side of the subdivision. The lot purchased is a beautiful area and best served as it is- a single family dwelling. Anything else will continue to add to the increase in traffic on Plainview and Campbell as well as a decrease in value of our homes when we are already getting that from the Kansas Expressway extension. Thank you for your consideration.

Jennifer Yanders

Sent from my iPhone

From: [Hosmer, Bob](#)
To: [Steve Johnson](#); Zoning@springfieldmo.gov
Subject: RE: Case #'s - A-3-2020 & Z-L-2020 W COD #183
Date: Friday, April 3, 2020 4:02:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Mr. Johnson please find our response to your questions below:

1. Is the planned meeting of Thursday, 9 April to proceed as planned?

The meeting on April 9th has been postponed to May 7th tentatively. You will want to keep posted on the May 7th date in case something changes due to any extensions of the stay at home order.

2. Can you provide documentation of the steps and dates submitted, of the development process, to this date?

The applicant submitted for Pre-Development review in February and made formal application for annexation and rezoning in March. For the annexation, they are tentatively going to City Council on April 20th for initiation, June 1st for public hearing and June 15th for final decision. For the rezoning, they will tentatively be going to Planning and Zoning Commission on May 7th, then to City Council for public hearing on June 1st and June 20th for final decision. You will notice that the annexation and rezoning are both at public hearing and final vote at the same time at City Council and that is intentional.

3. What documents have been submitted, to date, for request for annexation?

The applicant has submitted an annexation application, voluntary annexation petition, site sketch/survey, annexation area legal description and warranty deed for the subject property. We can send you copies of these documents if you would like.

4. What are the procedures, for a near by property owner, to protest the annexation?

There are a few different ways to protest an annexation. You can send written comments to City Council by sending a letter or email to the City Clerks Office. You can call your Council Zone member or General Council members by phone through the City Clerks Office to voice your concerns. Or the Missouri Statutes provide for a protest if you get 5% of qualified voters within the City: (3) If a written objection to the proposed annexation is filed with the governing body of the city, town or village not later than fourteen days after the public hearing by at least five percent of the qualified voters of the city, town or village, or two qualified voters of the area sought to be annexed if the same contains two qualified voters, the provisions of sections [71.015](#) and [71.860 to 71.920](#), shall be followed.

5. What are the procedures, for a nearby property owner, to protest the rezoning of said property?

You can find the process of rezoning can be found online at:

<https://www.springfieldmo.gov/836/Rezoning>

A legally binding protest petition is a petition that requires a favorable vote of two-thirds of all the members of the legislative body or six (6) out of the nine (9) City Council members to vote in favor of the rezoning in order for it to be approved. An official zoning protest petition can be submitted to the City Clerk's Office (City Council), but must be signed by the property owners representing at least

thirty percent (30%) of the property (total square footage) within 185 feet of the rezoning. The petition can be found online at:
<https://www.springfieldmo.gov/DocumentCenter/View/4091/Information-on-Rezoning-Protest-Petitions?bidId=>

Let us know if you have any questions.

Bob Hosmer, AICP

Planning Manager
Development Review Office
840 Boonville Avenue
City of Springfield, Missouri
Department of Planning and Development
417.864.1834 or 417.864.1611
General Information: <http://www.springfieldmo.gov/DevelopmentReview>
Zoning Map: <http://maps.springfieldmo.gov/zoning/>
Zoning Code: <https://library.municode.com/mo/springfield>
eCity: <https://ecity.springfieldmo.gov/>



From: Steve Johnson <stevemo43@gmail.com>
Sent: Thursday, April 2, 2020 3:37 PM
To: Zoning@springfieldmo.gov
Subject: Case #'s - A-3-2020 & Z-L-2020 W COD #183

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Questions:

1. Is the planned meeting of Thursday, 9 April to proceed as planned?
2. Can you provide documentation of the steps and dates submitted, of the development process, to this date?

3. What documents have been submitted, to date, for request for annexation?
4. What are the procedures, for a near by property owner, to protest the annexation?
5. What are the procedures, for a nearby property owner, to protest the rezoning of said property?

Thank you.

Stephen S. Johnson

--

Steve Johnson

stevemo43@gmail.com

From: [Tasset, Andrew](#)
To: Zoning@springfieldmo.gov
Cc: [Tasset, Andrew](#)
Subject: Comments-Case Z-7-2020 COD #183
Date: Thursday, April 30, 2020 4:00:39 PM
Attachments: [image003.png](#)

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I would like to submit my comments below ahead of the May 7 meeting on Case Z-7-2020 COD #183 concerning the rezoning on Plainview Road.

Thank you to the commission for giving me a voice in OPPOSITION to this rezoning request.

My name is Andrew Glynn Tasset, and live just outside the 185 foot boundary at 970 W Shadowlawn St. My home is located at 210 feet from the proposed rezoning.

I have several concerns with the rezoning of this property. One is my property value... since the proposed plans are to essentially build an apartment complex. I built my home 20 years ago. At that time, Stone Meadow was about 1/2 the way built out. It was a nice quiet neighborhood, good schools, and good area of town. This is what brought us to build our home here and to start a family. Since then, the south side has definitely been built up over the last 20 years. Rezoning this property just adds to the population density in the area. Now, I certainly don't have a problem with Springfield growing. I'm not here to stand in the way of progress and the development of the South side and providing housing in a desirable part of town. But when it comes to impacting the equity that I've built in my home over the last 20 years... and the equity of my neighbors...equity that I've worked hard for... I'm naturally against it. Especially if my equity is going into the pocket of someone else who is just trying to make a buck off of the backs of hard working Springfieldians who have put down roots here.

Another concern is traffic. Since I've lived in my house, I've seen the speed limit on Plainview go from 30 mph to 40 MPH. More and more traffic adds to congestion issues on Plainview. My house backs up to Plainview, and the noise has just gotten worse and worse over the years. But this isn't the bigger issue here. If you have looked at the entrance to this new proposed development, IT IS VERY DANGEROUS. It is definitely a blind hill to oncoming traffic from the west for the people who would be exiting this proposed property. I can't tell you how many times I witnessed the former owner of this property, Dr. Graves, almost getting hit from people speeding in this area. When the posted speed limit is 40... drivers regularly do 50 MPH. Rezoning this property will actually be a detriment for the people who would be living in the proposed development. I'm not sure as a city we would actually approve of something that would be this dangerous to people.

So, why build an apartment complex next to 400k homes? Why put an additional burden on the traffic in that area. I get it... it's a desirable part of town that the developer would greatly benefit here. But... at the expense of my property value, my home equity...people's lives...all to benefit one individual or business? This certainly doesn't make sense to me. For myself and those who have put down roots in this area of Springfield, I request that this rezoning be denied.

Thank you Chairman and commission for giving me this time to voice my concerns.

Sincerely

Andrew Tasset
Vice President, Marketing Manager
Central Bank / Central Trust
P.O. Box 3397, Springfield, MO 65808
1800 S. Glenstone, Springfield, MO 65804

Office Phone: (417) 841-4293
Cell Phone: (417) 350-6925
Fax: (417) 841-4283
andrew.tasset@centralbank.net
www.centralbank.net
www.centraltrust.net



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From: [Andrew Post](#)
To: Zoning@springfieldmo.gov
Subject: Plainview rezoning
Date: Thursday, April 30, 2020 9:42:09 PM

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To whom it may concern:

I am unable to attend the zoning meeting next week. I would like to voice my opposition to the rezoning proposal: Z-7 2020 w/ COD #183. I live in a cul-de-sac in Stone Meadow subdivision very close to the property of concern. I have two children who are currently in the SPS district and am concerned about their safety and traffic congestion. The traffic is very congested when school is in session and will likely get much worse if property is rezoned to multi family units. I have a teenager who is still learning the finer points of driving and doesn't need more traffic distractions. I have a kindergartner who is not able to take the bus to school due to SPS mileage criteria. This puts him at risk especially in a high traffic zone. He has to be taken by private vehicle, walk or ride a bike. This situation will likely get much worse when he has to go to Cherokee(the school on the other side of busy Campbell). On top of all of the current traffic congestion, there is talk of extending Kansas Expressway. This whole situation will also lower our property values. This has already failed to pass once. Please put this issue to rest once and for all. Thank you.

Sincerely,
Dr. Andrew Post, DO
Sent from my iPhone

From: [Tisha Joplin](#)
To: Zoning@springfieldmo.gov
Subject: Z-7-2020 w/COD #183
Date: Sunday, May 3, 2020 7:30:24 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

To Whom It May Concern,

As residents and home owners within the Stone Meadow Subdivision, I feel it is necessary our voice be heard in regards to our concerns and opposition for the rezoning of the property in the case number above from a single family residence to a low density multi family property.

This rezoning will put further strain/demand on the current already maxed schools including Wanda Gray Elementary, Wilson's Creek, and Cherokee Middle School. All three of these schools are above their intended capacity. This is a huge concern as my children attend these schools and further strain is completely unnecessary.

An apartment complex this close will have a direct negative impact on the many nearby property values. There are also huge water run-off issues with homes on the north side of Plainview and this multi family development would be adding to this issue.

This development will also generate more traffic on an already congested road system, specifically Plainview and Campbell.

Lastly, there is not a need for additional multi-family housing in this area. There are well over 650 apartment units in 1/4 mile of this property listed above.

Sincerely,
Jake and Tisha Joplin

From: [Stephen Whisler](#)
To: Zoning@springfieldmo.gov
Subject: Case # Z-7-2020 w/COD #183
Date: Monday, May 4, 2020 12:42:18 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I oppose the rezoning of 851 W. Farm Road 182. As a former multi-term city councilman in a neighboring city I have seen the negative effects of multi-family housing being developed near pre-existing single-family homes without adequate consideration of traffic, infrastructure, watershed, and noise level impacts.

Respectfully,

Steve Whisler
1032 W. Ward Parkway
Springfield, MO 65810

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From: [Steph and Brad Brotherton](#)
To: Zoning@springfieldmo.gov
Subject: Zoning opposition
Date: Monday, May 4, 2020 2:03:21 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I oppose the rezoning of
851 W. Farm Road 182

Case number: Z-7-2020 w/COD #183

Stephanie Brotherton

From: [Stephanie Fessenden](#)
To: Zoning@springfieldmo.gov
Subject: Case number is: Z-7-2020 w/COD #183
Date: Monday, May 4, 2020 2:36:27 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I oppose the rezoning of 851 W Farm Rd 182. I live in Stone Meadow off of Ward Pkwy and use the Parkhill entrance.

A rezoning of 851 W Farm Rd 182 would decrease property values, increase traffic and overwhelm already crowded schools.

We have purchased several homes in this area over the last ten years due to the good property value, excellent schools and lower crime rates compared to other parts of the city. In my opinion, the rezoning will negatively affect all three of the above mentioned concerns.

Thank you,
Stephanie Fessenden
1097 W Ward Pkwy
Springfield 65810
417-576-2743

From: [Wallace, Lee Anne](#)
To: Zoning@springfieldmo.gov
Subject: Z-7-2020 w/COD#183
Date: Monday, May 4, 2020 2:57:03 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Dear Deciding Members-

I oppose the rezoning of 851 W. Farm Rd 182. Developing this property into multiple family will have many negative effects on this area of town, including but not limited to:

1. Plainview Rd CANNOT handle the extra traffic that this will contribute, morning traffic is already backed up from Campbell to the entrance of Le Chateau, or beyond. I am also aware that eminent domain will also be enacted to gain access to a smaller road to the north of the property to be used as another route into the development. This will also have a negative impact on an already stressed and already busy neighborhood of SEVERAL apartment buildings that use Weaver Rd as access.
2. The school district, elementary and Intermediate, are over filled as it is, this will only add additional students to the already large class sizes at Wanda Gray and Wilson's Creek. How will this issue be addressed and when?
3. As a resident of Le Chateau these two items listed above are VERY concerning. I also worry about storm run off, property value depreciation and "riff raff" that can come with rental units.

I oppose the rezoning of 851 W Farm Rd 182 due to the above listed issues, it is only in the "best interest" of one person, the developer, and **NOT** in the best interest of THOUSANDS of residents of that area.

Thank you-

LeeAnne Wallace BSRT(R)(CT)
Lead Technologist
Department of Radiology
lwallace@selectmedical.com
office 417-885-4726
cell 314-302-9167
Select Specialty Hospital-Springfield, MO

From: [Jim Roebuck](#)
To: Zoning@springfieldmo.gov
Cc: [Jim Roebuck](#)
Subject: Case # Z-7-2020 w/cod #183
Date: Monday, May 4, 2020 3:22:45 PM
Attachments: [image004.png](#)

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

City of Springfield Re zoning Commissioners:

I am writing regards the rezoning request 851 W. Farm Road 182 (Burning Tree Consulting LLC, Titus Williams), case # Z-7-2020 w/cod #183.

My family and I moved to Stone Meadow in 1998 and we continue to live at that same location today. Stone Meadow is a unique neighborhood that allows many amenities in a natural park like setting. Home values continue to increase and those homes For Sale sell very quickly. Stone Meadow is a sought after location/neighborhood to locate. This was developed over the many years by the families of Stone Meadow with an active HOA, updated regulations and proper maintenance of the amenities. Rezoning the ground in question to multifamily pods will change Stone Meadow setting forever. The lot in question provides multifamily pods in multiple locations. There should be a buffer between any multifamily pods and homeowners. This project does not have that. This part of Plainview Road and area of town is already over flowing with multifamily units. Many multifamily units already exist in this immediate area. I have never objected to any of the previous developments on Plainview or Weaver Rd area. Homeowners in Stone Meadow should not have property values drop and amenities lost due to a profit minded only investor. The only purpose of the purposed project is for this individual to make money—it is not to allow the Stone Meadow Neighbor to continue to enjoy benefits and values it has grown and developed over the past 20 years. We should not have to change our quality of life enjoyed for 20+ years over this project. The developer will not suffer property value loss, noise, added traffic, and congestion the homeowners will face if project is approved. There is no benefit to Stone Meadow or any homeowner next to the pods for this development to occur,

none. I find it interesting Greene County Zoning did not recommend this project to go forward and now this matter is coming to the City. Any event having such a negative impact on so many should have community support which this lacks. Traffic in this area continues to grow with all the existing developments and multifamily units. The extreme number of pods and closeness to Campbell Ave will only add to the congestion. This location is not the best choice. I respectfully request the Springfield City Re Zoning Commissioners to deny the re zoning of the above property.



Roebuck Ins and Fin Svcs Inc

Jim Roebuck, Agent

Bus: [417 882 3266](tel:4178823266)

Fax: [417 889 9757](tel:4178899757)

1638 S Enterprise Ave, Springfield, MO 65804-1800

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Roebuck Ins and Fin Svcs Inc

Jim Roebuck, Agent

Walk in, Mail in, Call in, Click in®

From: [Ron Greenway](#)
To: Zoning@springfieldmo.gov
Subject: City of Springfield Planning and Zoning Commission RE Zoning Case: Z-7-2020 w/ COD #183
Date: Monday, May 4, 2020 3:47:15 PM
Attachments: [Scanned from a Xerox Multifunction Printer.pdf](#)

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City of Springfield Planning and Zoning Commission and Springfield City Council:

My name is Ron Greenway and I would like to submit the attached PDF expressing my concerns of Zoning Case Z-7-2020 w/COD #183. In addition, I would like to speak at the Planning and Zoning Meeting scheduled for May 7, 2020. Please confirm receipt of this email and provide instructions that will allow me to participate in the meeting via a call as I understand this meeting will be held as a conference call.

Thanks in advance for your attention to this matter.

Ronald A. Greenway

(417)849-8151

From: Ronald A. Greenway & Casey G. Greenway

961 West Shadowlawn Street

Springfield, MO 65810

To: City of Springfield Planning and Zoning Commission

Springfield City Council

Regarding: Zoning Case Z-7-2020 w/COD #183

My property lies within 185 feet of the above mentioned proposed rezoning and I have the following concerns:

1. Public Safety:

- a. Left turn exits from the property onto Plainview road are hazardous due to the high rate of speed of vehicles on East bound Plainview Road.
- b. Traffic congestion and backup at the intersection of Campbell and Plainview Road from East bound Plainview Road already backs up past Michigan Avenue most mornings during the time period of 7:30 and 8:00 due to the vehicles seeking to get to Cherokee Middle School and North Bound Campbell Avenue. Traffic frequently backs up to Stonegate Avenue during bad weather.
- c. If there were to be 110 units on the property, that would imply over 200 cars leaving this property daily. The property is landlocked meaning all entrances and exits will be done at Plainview Road. This creates a public hazard with so many vehicles only having one entrance and exit should that exit be blocked.
- d. Traffic is further restricted because of "on street" parking that occurs at Weaver Creek Apartments on South Main Street. The residents park on both sides of South Main Street (North of Bryant Street) making it extremely narrow for two lanes of traffic. Pedestrians getting into and out of their cars combined with the traffic on this road is creating a situation where someone could easily be injured.

2. Declining Property Values:

- a. The adjacent properties will suffer a decline in property values as a result of this development. I suspect that no less than a 10% decrease in the property values to the properties within 185 feet of this development. No owner of a single family residence desires a high density development within 185 feet of their property. It is a visible detractor to their property and likely a noise nuisance to the quiet neighborhood that they currently enjoy.

3. Trespassing:

- a. As duplexes and apartments have been placed on properties near Stone Meadow, the neighborhood has seen a substantial increase of nuisance trespassing and damage to the common ground areas.
- b. The Stone Meadow Property Owners Association has spent meaningful amounts of money on security monitoring and patrols to address these trespassing events and the illegal usage of the amenities in the neighborhood.

4. Storm water run-off:

- a. With each development that happens from James River Freeway to the North and Campbell Avenue to the East, the storm water drainage damage to the common areas in Stone Meadow gets worse.

It is my sincere hope that these factors are taken into consideration while reviewing the requested rezoning. Thank you in advance for your time and consideration regarding this matter.

Sincerely,

Ronald A. Greenway

From: Ronald A. Greenway & Casey G. Greenway
961 West Shadowlawn Street
Springfield, MO 65810

To: City of Springfield Planning and Zoning Commission
Springfield City Council

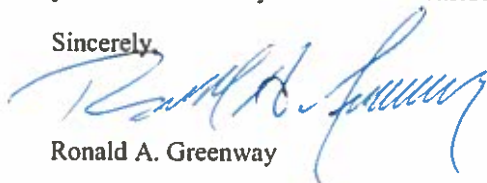
Regarding: Zoning Case Z-7-2020 w/COD #183

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 - a. Left turn exits from the property onto Plainview road are hazardous due to the high rate of speed of vehicles on East bound Plainview Road.
 - b. Traffic congestion and backup at the intersection of Campbell and Plainview Road from East bound Plainview Road already backs up past Michigan Avenue most mornings during the time period of 7:30 and 8:00 due to the vehicles seeking to get to Cherokee Middle School and North Bound Campbell Avenue. Traffic frequently backs up to Stonegate Avenue during bad weather.
 - c. If there were to be 110 units on the property, that would imply over 200 cars leaving this property daily. The property is landlocked meaning all entrances and exits will be done at Plainview Road. This creates a public hazard with so many vehicles only having one entrance and exit should that exit be blocked.
 - d. Traffic is further restricted because of "on street" parking that occurs at Weaver Creek Apartments on South Main Street. The residents park on both sides of South Main Street (North of Bryant Street) making it extremely narrow for two lanes of traffic. Pedestrians getting into and out of their cars combined with the traffic on this road is creating a situation where someone could easily be injured.
2. Declining Property Values:
 - a. The adjacent properties will suffer a decline in property values as a result of this development. I suspect that no less than a 10% decrease in the property values to the properties within 185 feet of this development. No owner of a single family residence desires a high density development within 185 feet of their property. It is a visible detractor to their property and likely a noise nuisance to the quiet neighborhood that they currently enjoy.
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 - a. As duplexes and apartments have been placed on properties near Stone Meadow, the neighborhood has seen a substantial increase of nuisance trespassing and damage to the common ground areas.
 - b. The Stone Meadow Property Owners Association has spent meaningful amounts of money on security monitoring and patrols to address these trespassing events and the illegal usage of the amenities in the neighborhood.
4. Storm water run-off:
 - a. With each development that happens from James River Freeway to the North and Campbell Avenue to the East, the storm water drainage damage to the common areas in Stone Meadow gets worse.

It is my sincere hope that these factors are taken into consideration while reviewing the requested rezoning. Thank you in advance for your time and consideration regarding this matter.

Sincerely,



Ronald A. Greenway

From: [Darrell Riemann](#)
To: Zoning@springfieldmo.gov
Subject: Z- 7-2020 w/COD #183
Date: Monday, May 4, 2020 3:55:34 PM

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I oppose the rezoning of 851 W Farm Road 182. This will lower property values in the area. The traffic is very bad on FR 182 now, additional traffic will only make it worse. Again I oppose the rezoning of this property.

Darrell Riemann
989 W Sycamore
Springfield, Mo. 65810

From: [David Fessenden](#)
To: Zoning@springfieldmo.gov
Subject: Z-7-2020 w/COD #183
Date: Monday, May 4, 2020 4:09:45 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I oppose the rezoning of 851 W Farm Rd 182. I live in Stone Meadow off of Ward Pkwy and use the Parkhill entrance.

A rezoning of 851 W Farm Rd 182 would decrease property values, increase traffic and overwhelm already crowded schools.

We have purchased several homes in this area over the last ten years due to the good property value, excellent schools and lower crime rates compared to other parts of the city. In my opinion, the rezoning will negatively affect all three of the above mentioned concerns.

David Fessenden
1097 W Ward Pkwy
Springfield 65810
417-848-6906

From: [Mary Henderson](#)
To: Zoning@springfieldmo.gov
Subject: Case #Z-7-2020 w/COD #183
Date: Monday, May 4, 2020 4:52:09 PM

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To Whom It May Concern:

I oppose the rezoning of 851 W. Farm Road 182.

Case number is: Z-7-2020 w/COD #183

Sincerely,
Mary Henderson
2664 W Blakey St
Springfield MO 65810
417-597-2870

Get [Outlook for Android](#)

From: [Brian Gelner](#)
To: Zoning@springfieldmo.gov
Cc: [Melissa Gelner](#)
Subject: Case Z-7-2020-wCOD183 - Plainview Rezoning
Date: Monday, May 4, 2020 10:31:21 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

City of Springfield Planning and Zoning Commissioners,

We are writing to oppose the rezoning for the property at 851 W Farm Road 182 (Plainview Rd), Case Z-7-2020-wCOD183, from R-1 to R-LD.

We have lived in the adjacent Stone Meadow neighborhood (5301 S Whitmore Ave) for 15 years and have seen a dramatic increase in the traffic on Plainview Road subsequent to the addition of other Low Density housing projects east of our neighborhood. The LD housing proposed will certainly further increase the traffic congestion on Plainview.

Since many other multi-family developments between Weaver and Plainview Road have commenced, we have noticed a significant increase in the flooding of the Ward Branch (and related run off creeks) to the common area of our neighborhood. Flooding encroaches on residential lots/homes in the neighborhood more every year. The HOA is also strapped with incremental repair fees from damages caused to the common area. The 851 W Farm Road 182 property is one of the last remaining green spaces in this area and critical in the preservation of the natural land and water absorption/flow.

Lastly, we have concerns that additional low density housing will further decrease the individual property value of our home and the Stone Meadow neighborhood value/desirability overall.

In summary and for the reasons stated within, we jointly oppose the proposed rezoning of the 851 W Farm Road 182 property as proposed.

The Commission faces the hard task of balancing individual voices with the louder requests of developers. While your role is difficult, the citizens of the city look to you with trust to protect the value and nature of our land and city with your civic responsibility and thoughtful review.

Brian and Melissa Gelner
Property owners
5301 S Whitmore Ave
417-880 6474 (mobile)

Sent from [Mail](#) for Windows 10

From: [Lori Morgan](#)
To: Zoning@springfieldmo.gov
Subject: Case number is Z-7-2020 w/COD #183
Date: Tuesday, May 05, 2020 9:54:00 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

We are writing today regarding the above-referenced case for rezoning property on Plainview Road close to Stone Meadow Subdivision.

We have lived in Stone Meadow for over 20 years. Since that time, there have been many changes to this area of town: more homes being built, new subdivisions, increase in traffic, new schools, etc. While these changes can be positive, there are many negatives as well. Stone Meadow Subdivision has always been known for being a quiet, peaceful neighborhood, with many trees and wooded areas to the east. This creates a buffer from the noise and congestion on Campbell, which makes it an attractive neighborhood in which to live and raise a family.

However, with all the new developments to the east (apartments, town homes) it has had an adverse affect on our neighborhood. No longer do we have the same security we did prior to those units being constructed. As you are well aware, our common area (which we pay homeowner dues) can be accessed on foot from those areas. We have had several incidents of non-residents intruding into that area.

The area being considered for rezoning is in a place on Plainview that has seen an increase in traffic over the years. With the addition of more homes, even if there is an access road to the north, there WILL be more traffic on Plainview, which we do not need. We have many walkers, runners, and kids walking to and from school. Eventually the Kansas Expressway extension will dump out on Plainview as well. This is going to be horrible for the already increased traffic on Plainview. At times, it is difficult to exit out of Stone Meadow on Plainview...this will just make matters worse.

We are also extremely concerned about property values. Since this proposed rezoning is not for single family homes, we feel it will have a negative impact on our home values. We do not believe that it is right to take another individual's property (Ken and Holly Clarkson) to connect this development to Bryant Street. We do NOT believe you have tax-paying homeowners' best interest in mind when proposing this rezoning.

Many of us in Stone Meadow have been here for years. On our street alone, we have families having lived here for 18, 19, and 20 years. We have a huge investment in our property. Many of us are retired or close to retirement, and we feel this will have a negative impact on our quality of living.

PLEASE DO NOT APPROVE THIS REZONING.

Ron and Lori Morgan

From: [Deanne Wilson](#)
To: Zoning@springfieldmo.gov
Subject: Case number Z-7-2020 w/COD #183
Date: Tuesday, May 05, 2020 10:37:56 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

To the Planning and Zoning Committee,

We oppose the rezoning of 851 W. Farm Road 182. We live within the vicinity of this beautiful property. Our kids go to Wanda Gray Elementary and ride their bikes around the Stone Meadow neighborhood and surrounding area, which is located off of Plainview and directly west of the proposed re-zoning. We have several issues with the re-zoning, as follows:

- 1) Impact on the elementary school - we understand this is a Springfield Public Schools issue. However, wouldn't this be something that you, as a city committee, feel morally obligated to take into account? The school is already busting at the seams due to the many apartments and townhomes that have been built in recent years. We specifically built our home to go to this incredible school and never imagined having the influx of students due to multi-family housing in the area.
- 2) Traffic impact - from reading the staff report, we understand there was no traffic studies performed due to the estimation in trip generation not meeting a certain threshold. We would like someone to try and turn onto Plainview around 7:30 am during the week. Since Kickapoo HS and Cherokee MS both have approximately 8:00 am start times, the intersection at Plainview and Campbell is extremely congested and gets backed up onto Plainview. I cannot imagine adding more traffic to this cluster.
- 3) Overall impact - we believe the overall impact of this proposed development to be profound. When you combine the impact on the school, traffic and property values of surrounding beautiful homes, it quite significant to a large number of citizens. Not to mention the impact it has on the home owner whose property you may be taking in order to connect the streets. This impact..... all to save a developer who possibly made a bad investment decision? I am sure the City has benefits to developing, but not sure the reasons outweigh these consequences. As you are aware, the County already failed to pass a similar re-zoning request. The hearing for that was standing-room only. Unfortunately, due to Covid, your committee will not see all these concerned citizens.

Thank you for your attention,

Victor and Deanne Wilson

From: [Don Simpson](#)
To: Zoning@springfieldmo.gov
Subject: Case Z-7-2020 w/COD #183
Date: Tuesday, May 05, 2020 11:37:26 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am writing to oppose this request for rezoning. The reasons for my opposition are the same as those presented to the county planning and zoning commission last fall that resulted in their **unanimous** denial of the request. While the developer has made some modifications to his plans, the proposed density is still high. This would add over 100 housing units on a property where there is now one. As such, many of the concerns (traffic, overload on the sewer system, additional runoff, decrease in our property values, impact on the school system, and more) all remain.

It is disconcerting that the developer, after being denied by the county, would turn to the city for a different decision with the objective of having the property annexed.

It is also a concern that this decision may be made without a true public (in person) hearing. The passion on this topic is strong among residents, as was evidenced by the huge turnout at the county meeting. Their objective reasons for opposing it are equally strong. Both will be more difficult to address in a videoconference, and many residents will likely not be able to participate in the virtual meeting due to their lack of familiarity or comfort with the technology. At a minimum, is there a reason this decision cannot be delayed until a truly public meeting is possible?

Sincerely,

Don Simpson
989 W. Valley Way
Springfield, MO 65810

From: [Ken Clarkson](#)
To: Zoning@springfieldmo.gov; [Holly Clarkson](#); [Shannan Underwood](#)
Subject: Voicing my concerns at 7May20 meeting Z-7-2020 w/COD#183
Date: Tuesday, May 05, 2020 11:55:07 AM

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I wish to voice my concerns at the meeting this Thursday (7May2020), related to the annexation, rezoning, and ultimately the building of apartments/townhouses at 851 W. Farm Road 182 This is next to my property/house (a single family residential neighborhood). I'm not yet sure how to access the meeting at this time.

The concerns I wish to voice and clarify relate to:

1. Serious storm-water runoff due to increases in asphalt and concrete covering existing soil.
2. Changing the nature of our neighborhood.
3. Decreases in property values.
4. Increase in traffic on a very busy street.
5. Over-crowding of schools which are already at capacity.
6. Safety of children walking to school on sidewalks (at edge of Plainview/Fm Rd 182) with 40+mph traffic.
7. Potential increase in crime due to significant increase in residents.

Please let me know if I will be able to communicate my concerns at the meeting.

Ken Clarkson
901 W Farm Road 182
Springfield, MO 65810

From: [P. Platter](#)
To: Zoning@springfieldmo.gov
Cc: [Evelyn J. Stewart](#); [Shannan Underwood](#)
Subject: Z-7-2020 W/C OD # 183 Burning Tree Consulting, LLC
Date: Tuesday, May 05, 2020 1:23:01 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Dear Sirs:

Mr. and Mrs. Derrick and Shannan Underwood have retained our firm to represent their interests in this application for rezoning and the companion application for annexation.

Please be advised that the undersigned requests the opportunity to address the Planning and Zoning Commission at the hearing scheduled for Thursday, May 7th, 2020.

I expect the presentation will fall within the customary time limitation established by the Commission.

Thank you for your attention and courtesies.



Patrick J. Platter

Attorney

2144 E. Republic Road F-302

Springfield, MO 65804

Telephone: 417-882-9090

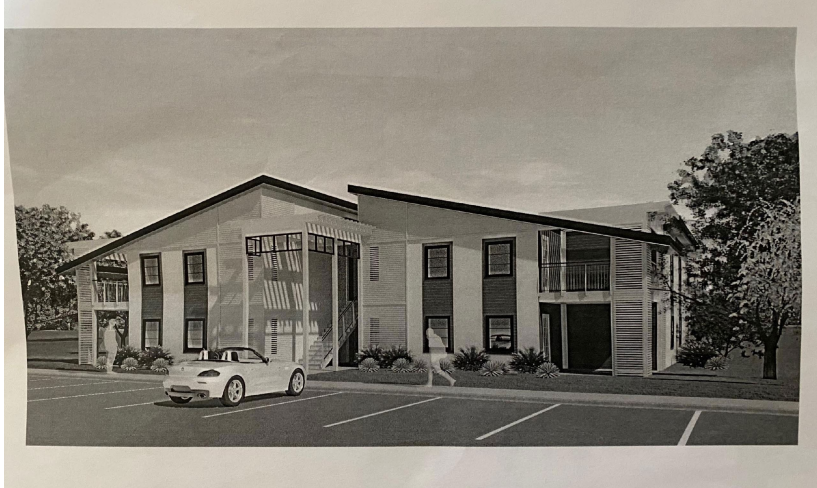
Fax: 417-882-2529

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From: [Ryan Jones](#)
To: Zoning@springfieldmo.gov; [Hosmer, Bob](#)
Subject: Re: Zoning case Z-7-2020 w/COD #183
Date: Tuesday, May 5, 2020 3:59:39 PM
Attachments: [Plainview development site plan.pdf](#)

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Forgot to send the site plan and rendering with the previous email. P



lease see attached.

Thank you,

On Tue, May 5, 2020 at 3:51 PM Ryan Jones <rsjones5@gmail.com> wrote:

Mr. Hosmer and Planning and Zoning Commission members:

My name is Ryan Jones and my wife and I purchased our lot and built a home at 988 W. Parkhill Circle in Stone Meadow subdivision, where we've lived for the past 12+ years. My property is within 185 ft. of the property referenced in zoning case Z-7-2020 w/COD #183. I plan to speak at the May 7, 2020 meeting of the Planning and Zoning Commission but also wanted to present my thoughts in writing to be included with the report.

We, along with all of the other adjacent and nearby single family property owners and the residents of Stone Meadow, are naturally opposed to the rezoning of the subject property from (County) R-1 to (City) R-LD for many reasons. These reasons, which are sure to be discussed at length at the hearing, include reduction of our property values, increased traffic, negative impacts to stormwater management, pedestrian safety, and increased crime such as trespassing and vandalism. While it is logical for us to oppose the rezoning, we also understand that we don't have the right to dictate how the property is developed, as long as the development meets the requirements of the zoning ordinances.

Therefore, we would simply request that some language is added that provides some enforceable protection for our neighborhood and the adjacent property owners. The attached preliminary proposed

site plan and 3D elevation appear to provide some of those protections but we would like to have this added to the Development Review Staff Report packet. We would propose to add provisions similar to the following:

- Along the west property line, developer shall provide a minimum 75 ft. Bufferyard Type H with a 6 ft. privacy fence. Existing grading and natural vegetation shall be maintained within this buffer, and additional vegetation (preferably coniferous trees) shall be added to meet the bufferyard minimum planting unit requirements.
- Along the north property line, developer shall provide a minimum 40 ft. Bufferyard Type H with a 6 ft. privacy fence. Existing grading and natural vegetation shall be maintained within this buffer, and additional vegetation (preferably coniferous trees) shall be added to meet the bufferyard minimum planting unit requirements.
- All proposed buildings shall have a maximum height of two stories and shall be below a 30 degree bulk plane from the west and north property lines.
- The developer shall maintain the property as a gated development with access limited to residents and guests.
- The developer shall substantially conform to the attached site plan and rendering/elevation, which shall be included as exhibits to the Conditional Overlay.

We realize that the above bufferyard requirements and height limitations are more restrictive than what is allowed under the proposed R-LD zoning and COD #183 requirements. However, the developer's submitted preliminary site plan already indicates it as gated community, actually shows a wider bufferyard (approx. 100 ft.) on the west side, and the rendering already represents a two-story structure, so it seems reasonable that these conditions meet the intent of the developer and see no reason for the developer to object to the proposed amendments. Furthermore, the existing townhomes to the east are all two-story structures, so introducing new three-story structures on the subject property would actually *appear* to be an increase in the zoning density requirement, moving westward from Campbell Ave. (even if the 11 DU/acre requirement is met).

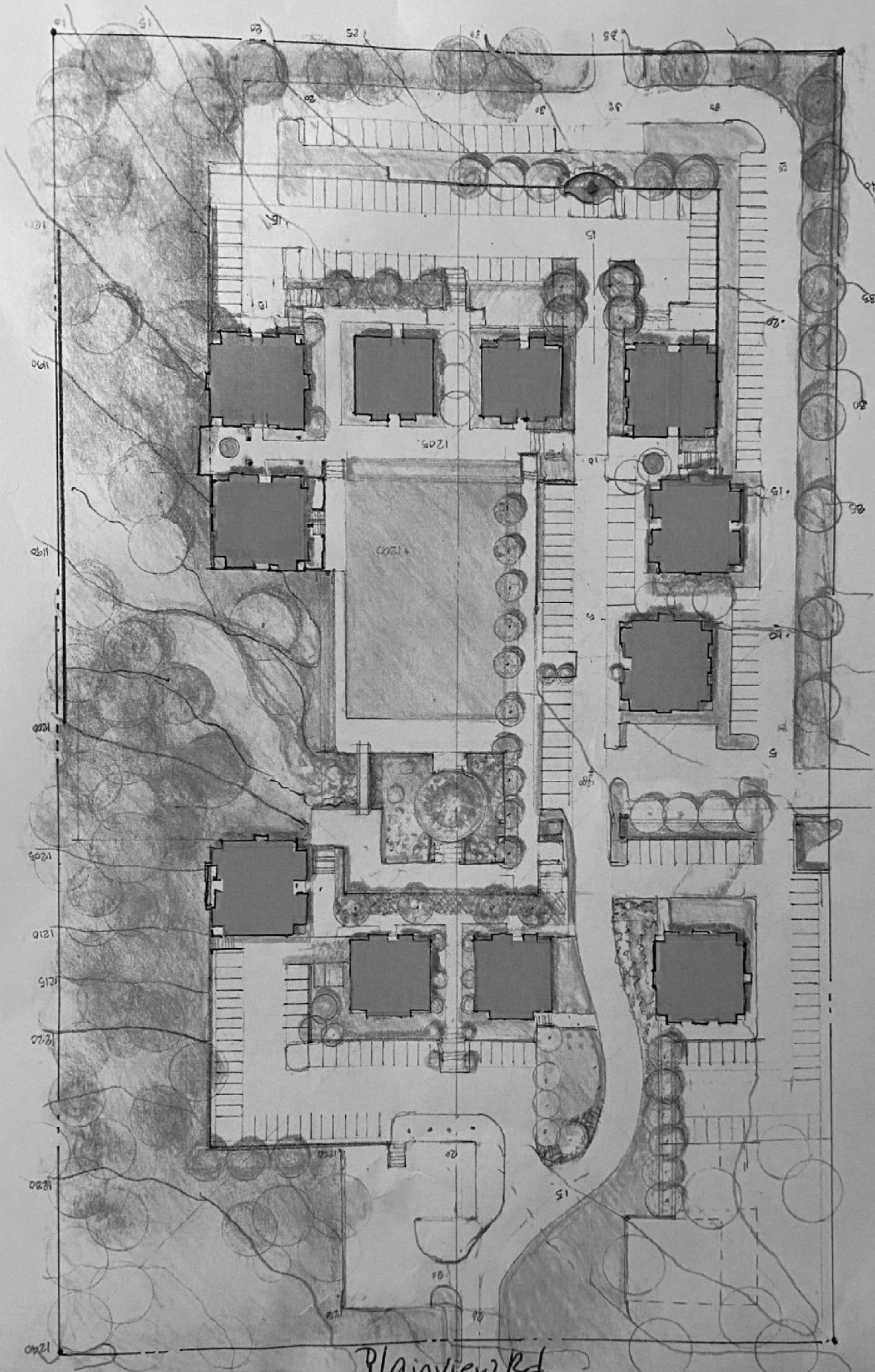
In summary, we object to the proposed rezoning and prefer that the transition from R-LD (City-low density) to R-1 (County-single family) remains where it currently exists (at the east property line of the subject property). However, we would be agreeable to the rezoning request to shift this transition zone to the west if the proposed amendments are adopted/included with the Conditional Overlay and met by the developer.

Thank you for your time and consideration.

Ryan and Amanda Jones
417-838-3553

--

Ryan Jones



Plainview Rd.

PLAINVIEW GATED COMMUNITY
A MULTI FAMILY RESORT DEVELOPMENT

From: [Stephanie Hesser](#)
To: Zoning@springfieldmo.gov
Subject: Case numberis: Z-7-2020 w/COD #183
Date: Tuesday, May 5, 2020 5:00:51 PM
Attachments: [City Zoning Letter - Hesser.pdf](#)

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Dear Planning and Zoning,

Please see the attached letter. We firmly oppose the redevelopment of the parcel of land.

Sincerely,

--

Stephanie Rauch Hesser
(417) 860-9684 cell

Stephanie Hesser
977 W. Sycamore Street
Springfield, MO 65810
(417) 860-9684
hesser.stephanie@gmail.com
5/5/2020

City of Springfield, MO
Planning and Zoning
zoning@springfieldmo.gov
Case number is: Z-7-2020 w/COD #183

Dear City of Springfield, MO:

As a life-long resident of Springfield, including my four years spent at Drury, I am in shock by the possibility of a proposed apartment complex at 851 W. Farm Road 182. I grew up just a mile from this address at 850 W. Rivendale. My first home I purchased was in La Chateau subdivision. My second home was in Woodfield Park. Currently we live in Stone Meadow. I was in the first class that went from start to finish at Wanda Gray Elementary. I hope adding this information helps paint a picture of the growth I have seen in my 38 years of living in this area.

I am **firmly opposing** the redevelopment of the former Birdsong land at 851 W. Farm Road 182. I understand growth but another apartment complex in this area is unacceptable. I would have NEVER purchased a home this expensive if we would have had this information.

This will make our home values plummet. Other subdivisions like Stone Meadow in the city (Emerald Park, Old Ivy, Eaglesgate) have an issue currently like this. The land was not zoned for this when our homes were purchased. The land for the current apartment complexes was expected when we purchased our Stone Meadow home.

We live 300 feet from the proposed development. Already during a heavy rain, we have water issues in our creek. My heart hurts for the families that own homes that look directly onto this land. They built a future that only improves the area, not mass housing. Which our schools are already suffering from.

Also, once this land is changed in zoning, how are you for sure the artist rendering is what will happen? I do not believe this "proposed" development helps this area in any way. The thought of the increased traffic already makes me nervous.

Sincerely,

A handwritten signature in black ink that reads "Stephanie Hesser". The script is cursive and fluid, with the first name and last name clearly legible.

Stephanie Hesser

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-26-20

Sponsored by: McClure

First Reading: _____

Second reading: _____

COUNCIL BILL 2020-120

SPECIAL ORDINANCE _____

AN ORDINANCE

1 SETTING a preliminary tax levy on real and personal property for current expenses
2 and debt retirement of the City of Springfield, Missouri, and its boards and
3 agencies for Fiscal Year 2020-2021; and declaring an emergency.
4 _____
5

6 WHEREAS, with the adoption of the budget for the Fiscal Year beginning July 1,
7 2020 and ending June 30, 2021, generally referred to as "Fiscal Year 2020-2021" it is
8 necessary for City Council to set the preliminary tax levy on real and personal property;
9 and
10

11 WHEREAS, said tax levies are assessed on all real and personal property on the
12 tax rolls as of January 1, 2020; and
13

14 WHEREAS, the projected levy for "Fiscal Year 2020-2021" is anticipated to be
15 \$0.6219 per \$100 of assessed valuation, although this levy may be adjusted by the State
16 Auditor in August of 2020; and
17

18 WHEREAS, the City of Springfield Public Hearing Notice regarding the levies
19 herein has been published, a copy of said notice is attached hereto as "Exhibit A."
20

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

24 Section 1 – There is hereby levied for Fiscal Year 2020-2021, a tax upon the
25 \$100.00 valuation of all real and personal property within, or having its taxable status
26 within, the corporation limits of the City subject to taxation, and upon the \$100.00
27 valuation of all property in the City, subject to taxation and assessed to any railroad,
28 telegraph, telephone, street, railway or bridge company, according to the last assessed
29 valuation of the said properties of such companies fixed by the following purposes:
30

31 (a) For municipal purposes as authorized by Article X Section 1 of the Constitution
32 of the State of Missouri and approved by the voters of the City, a rate of \$0.2636;
33

(b) For the establishment and maintenance of public parks in the City, for the aforesaid fiscal year, a rate of \$0.1847;

(c) For maintenance and operation of public health service in the City, for the aforesaid fiscal year, a rate of \$0.1259;

(d) For the establishment and maintenance of an art museum in the City, for the aforesaid fiscal year, a rate of \$0.0387.

These levies are subject to revision based on the levies certified by the Greene County Clerk.

Section 2 – City Council finds that the Director of Finance of the City has presented to City Council the following information:

(1) The assessed valuations by category of real, personal and other tangible property for the preceding year and this year are as follows:

SOURCE	2019 FINAL VALUATION	2020 ESTIMATED VALUATION
Real Estate	\$2,588,632,261	\$2,614,518,584
State Assessed Utilities	54,565,783	55,111,441
Personal Property	<u>556,980,770</u>	<u>562,550,578</u>
Total	<u>\$3,200,178,814</u>	<u>\$3,232,180,603</u>

(2) The amount of revenue required to be produced from the property tax as set forth in the annual budget is \$21,619,171.

(3) The tax rates proposed to generate this revenue and their estimated yield are as follows:

PURPOSE	PROPOSED TAX LEVY	YIELD
Art Museum	\$ 0.0387	\$ 1,365,198
Public Parks	0.1847	6,515,081
Public Health	0.1259	4,440,860
Municipal Purposes	<u>0.2636</u>	<u>9,298,032</u>
Total	<u>\$ 0.6129</u>	<u>\$ 21,619,171</u>

77 Section 3 – City Council finds that proper notice was published containing the
78 information set forth in Section 2 above, as seen in “Exhibit A,” and a public hearing has
79 been held regarding the proposed rates of taxes.
80

81 Section 4 – Within such time so as to permit the aforesaid taxes to be extended
82 upon the assessment books, the levy so established herewith shall be certified by the
83 City Clerk to the Director of Finance and to the County Collector of Greene County,
84 Missouri, who shall proceed to extend the aforesaid taxes for the year upon the
85 assessment books, in the appropriate columns. Furthermore, City Council expressly
86 authorizes the City Manager and City Clerk to take any and all actions necessary to carry
87 out the intent and purpose of this Ordinance.
88

89 Section 5 – City Council hereby finds and declares that an emergency exists in
90 that this Ordinance relates to the fixing of the preliminary tax rates for the Fiscal Year
91 beginning July 1, 2020. Therefore, this Ordinance shall be in full force and effect from
92 and after passage.
93

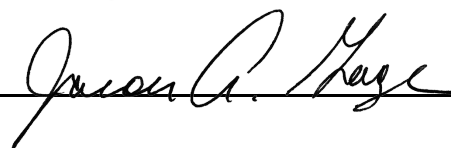
94 Passed at meeting: _____
95

96 _____
97 Mayor
98

99 Attest: _____, City Clerk
100

101 Filed as Ordinance: _____
102

103 _____
104 Approved as to form: , Assistant City Attorney
105

106 _____
107 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 120

FILED: 05-26-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: Setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies for Fiscal Year 2020-2021; and declaring an emergency.

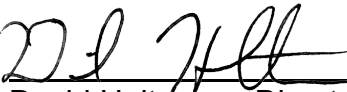
REMARKS: This Ordinance is a companion bill to the adoption of the annual City operating budget and sets the preliminary tax levy on real and personal property. The tax levy is assessed on all property on the tax rolls as of January 1, 2020. Notices have been published calling a public hearing for the purpose of setting the tax levy for the City of Springfield budget for 2020-2021. A copy of the notice is attached hereto setting forth the estimate of the assessed valuations and the tax revenues for 2020.

The tax levies established by this Ordinance are based upon State law. The State Auditor is required to review and approve all levies and determine that they meet the statutory test and the Constitutional Test or Hancock Amendment. These tests factor in growth in assessed value and the Consumer Price Index. After checking all relevant information, the State Auditor provides the City of Springfield with a statement showing the tax rate ceiling, which is an amount that the levies cannot exceed without a vote of the people.

The projected levy for Fiscal Year 2020-2021 will be \$0.6129 per \$100 assessed valuation in the Proposed Budget. The actual levy may be adjusted in August, 2020, based on the tax levies provided by the State Auditor.

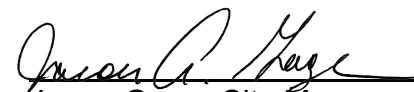
This bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The bill is presented as an emergency to allow changes to the ordinance after the first reading and prior to final approval by City Council.

Recommended by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD PUBLIC HEARING NOTICE

SUBJECT: Setting tax levy for the City of Springfield budget for 2020-2021

DATE AND TIME: June 1, 2020 at 6:30 P.M.

PLACE: City Council Chambers, City Hall, 830 Boonville Avenue, Springfield, Missouri 65802

SUPPLEMENTAL INFORMATION: To provide citizens of the City of Springfield, Missouri, the opportunity to submit written and oral comments on the City's tax levy. Estimated assessed valuations for 2020 are:

<u>SOURCE</u>	<u>VALUATION</u>
Real Property	\$2,614,518,584
State Assessed Utilities	55,111,441
Personal Property	<u>562,550,578</u>
 Total	 <u><u>\$3,232,180,603</u></u>

The proposed City budget for 2020-2021 reflects the following yield on this estimated valuation:

<u>FUND</u>	<u>TAX LEVY</u>	<u>YIELD</u>	<u>SURTAX</u>	<u>TOTAL</u>
Art Museum	\$.0387	\$ 1,250,854	\$ 114,344	\$ 1,365,198
Public Parks	.1847	5,969,838	545,243	6,515,081
Public Health	.1259	4,069,315	371,545	4,440,860
Municipal Purposes	<u>.2636</u>	<u>8,520,028</u>	<u>778,004</u>	<u>9,298,032</u>
 Total	 <u><u>\$.6219</u></u>	 <u><u>\$19,810,035</u></u>	 <u><u>\$1,809,136</u></u>	 <u><u>\$21,619,171</u></u>

The City of Springfield tax levies will be finalized in August 2020 when the Greene County Clerk provides the City with the certified levy amounts.

Address written comments to Anita Cotter, City Clerk, P. O. Box 8368, Springfield, MO 65801-8368. Written comments received before or at the hearing will be in the hearing record.

Anita Cotter, City Clerk
City of Springfield, Missouri

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 05-26-20

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 121

SPECIAL ORDINANCE _____

AN ORDINANCE

ADOPTING a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

WHEREAS, the City Manager has submitted a budget to City Council for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021, generally referred to as "Fiscal Year 2020-2021;" and

WHEREAS, a public hearing was held on the budget on the 1st day of June, 2020.

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

Section 1 – A budget for Fiscal Year 2020-2021 for the City of Springfield, Missouri, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2020–2021," (hereafter "Budget"), providing total revenues of \$368,036,459 and appropriations for all funds of \$368,036,459, a copy of which is on file with the City Clerk, is hereby adopted. Budgeted revenues and appropriations for Fiscal Year 2020-2021 are detailed in "Exhibit A", which is attached hereto and incorporated herein by reference.

Section 2 – The lease obligations under various agreements between the City and the Public Building Corporation of the City of Springfield, Missouri, as well as all other similar lease obligations subject to annual appropriations, are hereby authorized for renewal for Fiscal Year 2020-2021, and the funds for such payments as set forth in the Budget are hereby appropriated.

Section 3 – From July 1, 2020, the effective date of the Budget, the amounts shown the Budget as adopted are hereby appropriated for the various departments, offices, and agencies specified therein. All Fiscal Year 2020-2021 expenditures of the

City shall be limited to the appropriations provided for the departments, offices, and agencies, as detailed in the Budget.

Section 4 – The City Manager is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the revenues and appropriations for Fiscal Year 2020-2021, and he is further directed to file a certified copy of the adopted Budget for said fiscal year with the City Clerk.

Section 5 – City Council hereby finds and declares that an emergency exists in that this Ordinance relates to the adoption of a budget for the City for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021, and providing revenues and appropriations for the various functions and activities of City government. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Ca H, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020- 121

FILED: 05-26-20

ORIGINATING DEPARTMENT: Finance

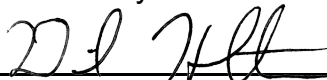
PURPOSE: Adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

REMARKS: The Finance Department recommends the adoption of a Proposed Budget totaling \$368,036,459 as submitted by the City Manager, which is on file with the City Clerk's office, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2020–2021." The proposed budget was reviewed and discussed by City Council on February 25, 2020; May 5, 2020; May 12, 2020 and May 19, 2020. There was opportunity for public input at a public hearing held on June 1, 2020.

The proposed budget revenues and appropriations are detailed in "Exhibit A" of the Ordinance.

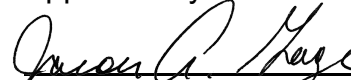
This Ordinance is presented as an emergency as it relates to and meets the requirements of adopting a budget for the City. City Council is not expected to vote on this Ordinance after the first reading. The Ordinance is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council.

Submitted by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

Exhibit A

Revenues

Schedule of Actual and Projected Revenues (All Fund Types):

	General Fund	Special Revenue Funds	Grant Funds	Capital Projects Funds	Debt Service Funds
TAXES					
Sales (General)	\$ 44,319,500	\$ -	\$ -	\$ -	\$ -
Sales (Capital Improvement)	-	-	-	10,725,000	-
Sales (Law Enforcement)	-	7,650,000	-	-	-
Sales (Transportation)	-	-	-	5,375,000	-
Sales (Parks)	-	10,616,512	-	-	-
Sales (911)	-	6,397,774	-	-	-
Sales (Public Safety Pension)	-	32,125,000	-	-	-
Use	4,575,000	4,575,000	-	-	-
Property	-	13,028,261	-	-	9,353,220
Payment In Lieu of Taxes	14,669,000	-	-	-	-
Gross Receipts	4,570,000	512,081	-	-	-
Cigarette	600,000	-	-	-	-
Room	157,000	4,026,500	-	-	-
Tourism	-	1,455,860	-	-	-
	68,890,500	80,386,988	-	16,100,000	9,353,220
LICENSES AND FINES					
Occupational Licenses	4,358,000	-	-	-	-
Permits	1,929,000	490,647	-	-	-
Fines and Forfeitures	705,000	-	-	-	-
Court Costs	227,000	-	-	-	-
	7,219,000	490,647	-	-	-
CHARGES AND FEES					
Charges for Services	397,000	3,493,626	-	-	-
User Fees	-	8,419,210	-	-	230,200
Aviation Fuel Sales	-	-	-	-	-
Sale of Goods	75,000	677,250	-	-	-
Rentals	-	154,750	-	-	-
	472,000	12,744,836	-	-	230,200
INTERGOVERNMENTAL					
Gasoline Taxes	-	4,225,000	-	-	-
State of Missouri	-	2,125,795	-	-	-
Greene County	-	5,457,341	-	1,450,000	-
Grants -	-	-	-	-	-
Airport	-	-	-	-	-
Community Development	-	-	3,637,000	-	-
Workforce Development	-	-	5,220,087	-	-
WIC Program	-	-	1,591,240	-	-
Police	-	-	694,128	-	-
Other	-	304,150	3,834,212	-	-
	-	12,112,286	14,976,667	1,450,000	-
Interest on Investments	200,000	338,304	-	17,500	115,000
Special Assessment Tax Bills	-	-	-	-	1,321,659
Interest on Tax Bills	-	-	-	-	-
Bond and Loan Proceeds	-	-	-	-	-
Reserve	-	2,302,638	29,905	-	1,368,072
Other Miscellaneous Revenues	540,643	4,342,092	-	2,925,000	331,449
	740,644	6,983,034	29,905	2,942,500	3,136,180
REVENUES BEFORE TRANSFERS					
	77,322,144	112,717,791	15,006,572	20,492,500	12,719,600
TRANSFERS	3,618,895	8,342,021	68,000	434,000	9,539,300
LESS ELIMINATIONS	-	(251,320)	-	(210,000)	(4,467,000)
TRANSFERS FROM OTHER FUNDS					
	3,618,895	8,090,701	68,000	224,000	5,072,300
TOTAL REVENUES					
	\$ 80,941,039	\$ 120,808,492	\$ 15,074,572	\$ 20,716,500	\$ 17,791,900

Revenues

Schedule of Actual and Projected Revenues (All Fund Types):

	Enterprise Funds	Internal Service Funds	Proposed 2020-21 Total	Adopted 2019-20 Total	Actual 2018-19 Total
TAXES					
Sales (General)	\$ -	\$ -	\$ 44,319,500	\$ 47,207,000	\$ 46,473,135
Sales (Capital Improvement)	-	-	10,725,000	11,400,000	11,250,203
Sales (Law Enforcement)	-	-	7,650,000	8,255,000	8,018,712
Sales (Transportation)	-	-	5,375,000	5,700,000	5,626,555
Sales (Parks)	-	-	10,616,512	11,250,000	11,053,860
Sales (911)	-	-	6,397,774	6,094,124	5,309,486
Sales (Public Safety Pension)	-	-	32,125,000	34,933,000	33,691,589
Use	-	-	9,150,000	8,986,000	9,296,479
Property	-	-	22,381,481	22,109,747	22,385,497
Payment In Lieu of Taxes	-	-	14,669,000	15,966,000	15,617,426
Gross Receipts	-	-	5,082,081	5,715,000	6,349,589
Cigarette	-	-	600,000	680,000	681,649
Room	-	-	4,183,500	3,281,000	3,610,484
Tourism	-	-	1,455,860	2,963,000	2,911,698
	-	-	174,730,708	184,539,871	182,276,362
LICENSES AND FINES					
Occupational Licenses	-	2,500	4,360,500	4,423,500	4,207,326
Permits	115,000	-	2,534,647	2,177,500	1,986,601
Fines and Forfeitures	-	-	705,000	771,000	769,826
Court Costs	-	-	227,000	236,000	380,561
	115,000	2,500	7,827,147	7,608,000	7,344,314
CHARGES AND FEES					
Charges for Services	60,247,750	4,336,739	68,475,115	67,061,997	65,062,373
User Fees	10,462,150	-	19,111,560	22,251,463	23,572,997
Aviation Fuel Sales	3,815,000	-	3,815,000	4,735,000	4,252,863
Sale of Goods	188,600	40,000	980,850	808,250	1,692,684
Rentals	5,789,000	-	5,943,750	6,467,600	6,184,432
	80,502,500	4,376,739	98,326,276	101,324,310	100,765,349
INTERGOVERNMENTAL					
Gasoline Taxes	-	-	4,225,000	4,450,000	4,276,534
State of Missouri	-	-	2,125,795	2,244,495	2,096,526
Greene County	-	-	6,907,341	5,413,233	2,247,376
Grants -					
Airport	3,200,000	-	3,200,000	3,200,000	3,385,164
Community Development	-	-	3,637,000	3,287,460	3,139,818
Workforce Development	-	-	5,220,087	5,474,518	6,860,994
WIC Program	-	-	1,591,240	1,597,159	1,638,330
Police	-	-	694,128	631,511	965,852
Other	30,000	-	4,168,362	4,375,254	1,870,909
	3,230,000	-	31,768,953	30,673,630	26,481,504
Interest on Investments	1,850,000	-	2,520,804	2,320,650	5,063,042
Special Assessment Tax Bills	-	200,000	1,521,659	1,947,289	658,986
Interest on Tax Bills	-	-	-	-	142,487
Bond and Loan Proceeds	-	-	-	-	-
Reserve	1,226,420	4,062,480	8,989,515	6,306,413	-
Other Miscellaneous Revenues	327,200	8,000	8,474,384	11,684,820	11,569,001
	3,403,620	4,270,480	21,506,363	22,259,172	17,433,517
REVENUES BEFORE TRANSFERS	87,251,120	8,649,719	334,159,446	346,404,982	334,301,046
TRANSFERS	18,223,400	16,760,317	56,985,933	63,564,236	-
LESS ELIMINATIONS	(18,180,600)	-	(23,108,920)	(29,070,108)	-
TRANSFERS FROM OTHER FUNDS	42,800	16,760,317	33,877,013	34,494,128	34,527,254
TOTAL REVENUES	\$ 87,293,920	\$ 25,410,036	\$ 368,036,459	\$ 380,899,110	\$ 368,828,300

Appropriations

Summary of Expenditures and Appropriations (All Fund Types):

	2018-19 <u>Actual</u>	2019-20 <u>Adopted</u>	2020-21 <u>Proposed</u>
<u>GENERAL FUND</u>			
Building Development Services	\$ 3,454,839	\$ 3,231,981	\$ 3,023,780
City Attorney	1,851,462	2,200,366	2,063,378
City Clerk	425,880	534,555	502,327
City Manager	1,813,282	4,615,161	1,992,131
Finance	5,877,697	6,083,907	5,986,035
Fire	21,234,371	20,314,655	20,018,886
Human Resources	1,633,212	1,871,181	1,856,779
Information Systems	4,399,438	3,939,854	3,862,855
Mayor and City Council	232,068	219,528	173,858
Municipal Court	1,706,778	1,724,013	1,433,318
Planning and Development	2,050,270	2,153,128	2,174,862
Police	29,727,263	29,619,068	28,841,292
Public Information Department	803,895	582,869	557,587
Public Works	8,398,516	9,036,664	8,453,951
TOTAL GENERAL FUND	83,608,972	86,126,931	80,941,039
<u>SPECIAL REVENUE FUNDS</u>			
Art Museum	1,739,847	1,651,644	1,769,470
Community Improvement Districts	1,744,427	1,848,750	2,282,800
Convention and Visitors Bureau	3,521,934	3,755,400	3,837,650
Emergency Communications	5,309,157	6,094,124	6,397,774
Hotel/Motel Tax	2,463,779	2,963,000	1,455,860
Law Enforcement Sales Tax	7,816,387	8,315,574	8,049,440
Level Property Tax	2,842,716	4,883,105	6,379,241
Miscellaneous Special Revenue	2,543,357	5,233,500	2,299,876
Police Special Revenue	1,311,180	2,471,509	2,450,426
Public Health Services	6,857,586	10,044,337	10,350,309
Public Parks	12,086,894	11,809,240	11,434,803
Public Parks City/County Wide Sales Tax	15,045,311	17,025,586	15,845,797
Public Safety Pension Sales Tax	33,691,589	34,933,000	32,125,000
Public Works - Transportation	12,225,977	12,900,000	13,375,000
Road and Bridge Maintenance	3,283,898	2,045,000	2,100,000
Video Service Provider	681,389	657,967	655,048
TOTAL SPECIAL REVENUE FUNDS	113,165,428	126,631,736	120,808,492

Appropriations

Summary of Expenditures and Appropriations (All Fund Types):

	2018-19 <u>Actual</u>	2019-20 <u>Adopted</u>	2020-21 <u>Proposed</u>
<u>GRANT REVENUE FUNDS</u>			
Community Development	2,879,178	6,567,893	6,907,751
Fire Grants	363,112	383,524	-
Police Grants	1,169,678	631,511	694,128
Public Health Grants	792,151	665,640	650,088
WIC Program	1,520,561	1,608,507	1,602,519
Workforce Development	7,308,892	5,474,518	5,220,087
TOTAL GRANT REVENUE FUNDS	<u>14,033,573</u>	<u>15,331,593</u>	<u>15,074,572</u>
<u>CAPITAL PROJECTS FUNDS</u>			
Capital Improvements Sales Tax	12,122,016	17,100,000	16,100,000
Public Works/Other Improvements	1,303,172	3,414,990	4,616,500
TOTAL CAPITAL PROJECTS FUNDS	<u>13,425,188</u>	<u>20,514,990</u>	<u>20,716,500</u>
<u>DEBT SERVICE FUNDS</u>			
General Obligation Bonds	1,935,191	1,947,289	1,321,659
Leasehold Revenue Bonds	6,166,617	7,727,880	7,798,741
Special Obligation Bonds	10,213,206	7,088,000	8,671,500
TOTAL DEBT SERVICE FUNDS	<u>18,315,014</u>	<u>16,763,169</u>	<u>17,791,900</u>
<u>ENTERPRISE FUNDS</u>			
Airport	20,023,065	30,851,000	22,340,920
Clean Water Services	38,362,596	50,000,000	52,828,000
Golf	2,999,238	3,075,000	3,225,000
Solid Waste	6,767,098	8,125,000	8,900,000
TOTAL ENTERPRISE FUNDS	<u>68,151,997</u>	<u>92,051,000</u>	<u>87,293,920</u>
<u>INTERNAL SERVICE FUNDS</u>			
Print Shop	206,310	238,088	237,239
Self-Insurance	17,682,337	19,091,602	21,022,797
Service Center	3,312,698	4,150,000	4,150,000
TOTAL INTERNAL SERVICE FUNDS	<u>21,201,345</u>	<u>23,479,690</u>	<u>25,410,036</u>
TOTAL ALL FUND TYPES	<u><u>\$ 331,901,516</u></u>	<u><u>\$ 380,899,110</u></u>	<u><u>\$ 368,036,459</u></u>

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 05-26-20

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 122

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous
2 Business Regulations,' Article XIII, 'Special Business District,' and
3 Chapter 106, 'Traffic and Vehicles,' Article II, 'Administration and
4 Enforcement,' Division 2, 'Violations and Procedure Upon Arrest,'
5 Section 106-96, 'Authority of persons appointed as conservators of the
6 peace,' to delete all references to the now-terminated Downtown
7 Springfield Special Business District.
8
9

10 WHEREAS, in 1981, City Council established the Downtown Springfield Special
11 Business District ("SBD") by General Ordinance 3218; and
12

13 WHEREAS, the primary purpose of the SBD was to operate and maintain free
14 public parking lots in downtown Springfield, and SBD had the power to assess taxes to
15 fund these operations; and
16

17 WHEREAS, in 1999, City Council established the Downtown Springfield
18 Community Improvement District ("CID") by General Ordinance 4924, and the CID
19 assumed responsibility for the operation and maintenance of the parking lots; and
20

21 WHEREAS, the SBD has not collected taxes or been operational since 2000;
22 and
23

24 WHEREAS, in April 2019, City Council by General Ordinance 6523 authorized
25 staff to complete the necessary steps to terminate the SBD, including: initiating a
26 petition to be filed with the City Clerk, obtaining orders from the court to hold an
27 election; assisting the County Clerk with the election; engaging counsel as needed for
28 any court actions; and complying with any further conditions required by state law; and
29

30 WHEREAS, in August 2019, staff filed an action in Circuit Court to terminate the
31 SBD; and
32

33 WHEREAS, in November 2019, the Circuit Court entered an order for the Circuit
34 Clerk to conduct a mail-in election among the registered voters within the SBD on the
35 question of terminating the Special Business District; and
36

37 WHEREAS, in January 2020, the Circuit Clerk sent ballots via first class mail to
38 each qualified voter in appropriate mail ballot secrecy envelopes as required by state
39 law; ballots were due back on January 21 by 7:00 p.m. to be counted by a bipartisan
40 team of four election judges; and
41

42 WHEREAS, in March 2020, the Circuit Clerk declared that the result of the
43 election was the majority of the voters approved the termination of the SBD, and
44

45 WHEREAS, the Greene County Circuit Court entered an order dissolving the
46 Special Business District.
47

48 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
49 SPRINGFIELD, MISSOURI, as follows, that:
50

51 Section 1 – The Springfield City Code, Chapter 70 ‘Licenses, Permits, and
52 Miscellaneous Business Regulations,’ Article XIII – ‘Special Business District,’ is hereby
53 repealed in its entirety.
54

55 Section 2 – The Springfield City Code, Chapter 106, Article II, ‘Administration and
56 Enforcement,’ Division 2, ‘Violations and Procedure Upon Arrest,’ Section 106-96,
57 ‘Authority of persons appointed as conservators of the peace,’ is hereby amended as
58 follows:
59

60 NOTE: Language to be added is underlined. Language to be deleted is ~~stricken~~.
61

62 Sec. 106-96. – Authority of persons appointed as conservators of the peace.
63

- 64 (a) The city manager is hereby authorized to appoint handicapped parking control
65 officers to act as conservators of the peace and may in addition appoint certain
66 other persons as conservators of the peace provided such persons are employed
67 as park rangers for the Springfield-Greene County Parks Department, security
68 guards by or on behalf of a public library, or as public school, college or
69 university security guards, office or office center, retail store or retail shopping
70 center, hotel, motel, hospital or medical clinic, nursing or convalescent home, or
71 industry or industrial center security guards, or security guards employed by or
72 on behalf of a community improvement district, ~~special business~~, urban
73 conservation district or historic district. Park rangers shall have upon appointment
74 the authority to enforce city parking ordinances, enforce rules, regulations and
75 ordinances pertaining to handicapped parking, and enforce all park rules,
76 regulations and ordinances while on park property. Public library, school, college
77 or university security guards shall have upon appointment the authority to issue
78 citations for any parking violation of this Code. Handicapped parking control

79 officers shall have authority to issue citations and enforce rules, regulations and
80 ordinances pertaining to handicapped parking within the corporate limits of the
81 city. ~~Persons employed as security guards by or on behalf of a special business~~
82 ~~district shall, upon appointment, have authority to issue citations for any parking~~
83 ~~violations of this Code that occur within the limits of the special business district.~~
84 Persons employed as security guards by or on behalf of a community
85 improvement district shall, upon appointment, have authority to issue citations for
86 any parking violations of this Code that occur within the limits of the community
87 improvement district. Persons employed as security guards by or on behalf of a
88 historic district or urban conservation district shall upon appointment, have
89 authority to issue citations for any parking violations of this Code that occur within
90 the limits of the historic district or an urban conservation district and parking lots
91 1 and 2. Security guards employed by office or office centers, retail store or
92 shopping centers, hotels, motels, hospitals or medical clinics, industries or
93 industrial clinics, nursing or convalescent homes, industries or industrial centers
94 shall, upon appointment have, the authority to issue citations for any violation of
95 the ordinances of the city pertaining to handicapped parking or parking in a fire
96 lane, provided the fire lane has been previously designated and approved by the
97 fire chief of the city.

- 98
- 99 (b) Upon finding an illegally parked vehicle, the designated conservators of the
100 peace shall take its registration number and may take any other information
101 displayed on the vehicle which may identify its user, and shall conspicuously affix
102 to such vehicle a traffic citation on a form provided by the city for the driver or
103 registered owner to answer the charge against him during the hours and at the
104 place specified in the citation.
- 105
- 106 (c) The city manager shall have the power to place appropriate restrictions upon
107 such persons with respect to enforcement of these laws.
- 108
- 109 (d) Upon the city manager determining that there is a traffic problem caused by
110 employees leaving or entering an industrial facility during a change in work shift,
111 the city manager may appoint and authorize a conservator of the peace
112 employed by the industry or security service employed by such industry to direct
113 traffic at exits and entrances to the facility, provided the industry agrees to
114 indemnify and hold harmless the city from any and all liabilities arising therefrom.
115 The city manager may also authorize such conservators of the peace to enforce
116 section 106-79.
- 117
- 118 (e) College or university security guards shall have authority to enforce section 106-
119 452 when authorized by the city manager.
- 120
- 121 (f) The city manager is hereby authorized to appoint employees of the contract
122 manager of the Jordan Valley Car Park, and persons employed as security
123 guards under contract with the city for patrol of parking facilities in the Jordan
124 Valley Park Parking District, as conservators of the peace who shall have

125 authority to issue citations in accordance with this section for any off-street
126 violations of this Code within the limits of the Jordan Valley Parking District.
127

128 Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to
129 affect any suit or proceeding now pending in any court or any rights acquired or liability
130 incurred nor any cause or causes of action occurred or existing, under any act or
131 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
132 impaired, or affected by this Ordinance.
133

134 Section 4 – Severability Clause. If any section, subsection, sentence, clause, or
135 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
136 affect the validity of the remaining portions of this Ordinance. City Council hereby
137 declares that it would have adopted the Ordinance and each section, subsection,
138 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
139 sections, subsections, sentences, clauses, or phrases be declared invalid.
140

141 Section 5 – This Ordinance shall be in full force and effect from and after
142 passage.
143

144 Passed at meeting: _____
145

146 _____
147 Mayor
148

149 Attest: _____, City Clerk
150

151 Filed as Ordinance: _____
152

153
154 Approved as to form: Kyle T. [Signature], Assistant City Attorney
155

156
157 Approved for Council action: Jason A. [Signature], City Manager

EXPLANATION TO COUNCIL BILL 2020- 122

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: Amending Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XIII, 'Special Business District,' and Chapter 106, 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 2, 'Violations and Procedure Upon Arrest,' Section 106-96, 'Authority of persons appointed as conservators of the peace,' to delete all references to the now-terminated Downtown Springfield Special Business District.

BACKGROUND INFORMATION: In 1981, City Council established the Downtown Springfield Special Business District ("SBD") by General Ordinance 3218, which encompasses a portion of the downtown area as shown on the attached map. See "Exhibit A." The primary purpose of the SBD was to operate and maintain free public parking lots in downtown Springfield. The SBD had the power to assess taxes to fund these operations. The Downtown Springfield Community Improvement District ("CID") assumed responsibility for the parking lots after it was established in 1999. While the SBD hasn't collected taxes or been operational since 2000, it remains a corporate entity.

In April 2019, City Council by General Ordinance 6523 authorized staff to take such steps necessary to comply with state law to terminate the Downtown Springfield SBD, including; initiating a petition to be filed with the Circuit Clerk; obtaining orders from the court to hold an election; assisting the County Clerk with the election; engaging counsel as needed for any court actions; and complying with any further conditions required by the statute.

In August 2019, City staff, working with outside counsel to represent the Petitioners (at least 8% of residents of the SBD), filed an action in Circuit Court to terminate the Special Business District.

In November 2019, the Circuit Court entered an order for the Circuit Clerk to conduct a mail-in election among the registered voters within the SBD on the question of terminating the Special Business District.

In January 2020, the Circuit Clerk sent ballots via first class mail to each qualified voter in appropriate mail ballot secrecy envelopes as required by state law. Ballots were due back on January 21 by 7:00PM to be counted by a bipartisan team of four election judges.

In March 2020, the Circuit Clerk declared the results of the election, that the majority of the voters approved the termination of the SBD. The Greene County Circuit Court entered an order dissolving the Special Business District.

REMARKS: Now that all steps needed to terminate the Special Business District have been completed, references to the Special Business District in City Code need to be removed by Council action.

Submitted by:

A handwritten signature in cursive script that reads "Sarah Kerner".

Sarah Kerner, Economic Development Director

Recommended by:

A handwritten signature in cursive script that reads "Mary Lilly Smith".

Mary Lilly Smith, Director

Approved by:

A handwritten signature in cursive script that reads "Jason Gage".

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-26-20

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 123

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING an amendment to the City's Comprehensive Housing Assistance
2 Program Rules and Regulations by adding Chapter 12, 'Program
3 Rules During a Declared Emergency,' which authorizes the City
4 Manager to modify loan terms in response to certain federal, state
5 and/or local emergency declarations. (Planning staff recommends
6 approval.)
7 _____
8

9 WHEREAS, the City has loan-program regulations in the Comprehensive
10 Housing Assistance Program ("CHAP") as adopted by Ordinance 5810; and
11

12 WHEREAS, the CHAP regulations lack provisions for responding to emergencies
13 like the 2007 ice storm and the current COVID-19 Pandemic; and
14

15 WHEREAS, emergency provisions would establish the framework for providing
16 emergency loans to preserve the viability of existing affordable-housing and economic-
17 development programs in accordance with the U.S. Housing and Urban Development
18 ("HUD") Grant regulations for the HOME Investment Partnerships Program (24 CFR
19 92); and
20

21 WHEREAS, in times of urgent need, HUD may issue waivers to, or suspension
22 of, some HUD regulations to allow prompt use of HUD funds in response; and
23

24 WHEREAS, the City needs flexibility to modify use of HUD funds and, in some
25 cases, employ different loan terms; and
26

27 WHEREAS, HUD has offered several waivers and modifications for the COVID
28 situation nationwide; and
29

30 WHEREAS, the proposed changes to the CHAP regulations will add flexibility for
31 modifying loan terms quickly; and
32

33 WHEREAS, the proposed changes will only be used in the event of an actual
34 emergency declaration by the President of the United States, the Governor of the State

35 of Missouri, the Greene County Commission, and/or the Mayor of Springfield, Missouri,
36 and/or when the Director of the Department of Public Health and Welfare of the City of
37 Springfield, Missouri, exercises the power of quarantine and detention under City
38 Charter Section 9.2(3).

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

42
43 Section 1 – Chapter 12, ‘Program Rules During a Declared Emergency,’ attached
44 hereto and incorporated herein by this reference as "Exhibit 1," to be added to the Rules
45 and Regulations for the Comprehensive Housing Assistance Program, is hereby
46 adopted.

47
48 Section 2 – This Ordinance shall be in full force and effect from and after
49 passage.

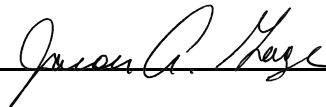
50
51 Passed at meeting: _____

52
53 _____
54 Mayor

55
56 Attest: _____, City Clerk

57
58 Filed as Ordinance: _____

59
60
61 Approved as to form: , Assistant City Attorney

62
63
64 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-123

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the City's Comprehensive Housing Assistance Program Rules and Regulations by adding Chapter 12, 'Program Rules During a Declared Emergency,' which authorizes the City Manager to modify loan terms in response to certain federal, state and/or local emergency declarations. (Planning staff recommends approval.)

BACKGROUND INFORMATION: The Comprehensive Housing Assistance Program ("CHAP") regulations establish the framework for providing affordable housing programs in accordance with the U.S. Housing and Urban Development ("HUD") Grant regulations for the Community Block Grant Program ("CDBG") (24 CFR 570) and the HOME Investment Partnerships Program (24 CFR 92).

Over the years there have been different types of emergencies (e.g., the 2007 Ice Storm and the current COVID-19 Pandemic) that required a quick response and the application of Affordable Housing Loan funds in ways that modify the normal loan process. In situations of urgent need such as these, HUD may issue waivers to, or suspension of, some HUD regulations to allow prompt use of HUD funds in response.

Accordingly, the City needs flexibility to modify use of CHAP loan funds and, in some cases, employ different loan terms. HUD has offered several waivers and modifications for the current COVID19 pandemic. The proposed changes to the CHAP regulations will add flexibility for modifying loan terms quickly.

This bill would establish a new chapter in the Comprehensive Housing Assistance Program Rules and Regulations (Program Rules During a Declared Emergency) and authorize the City Manager to modify loan terms and defer loan payments as may be necessary.

The policy changes proposed will only be used in the event of an emergency declaration by the President of the United States, the Governor of the State of Missouri, the Greene County Commission, and/or the Mayor of Springfield, Missouri, and/or when the Director of the Department of Public Health of the City of Springfield, Missouri, exercises the power of quarantine and detention under City Charter Section 9.2(3).

"Exhibit A" contains the new chapter to be added to the CHAP regulations, which provides the stated flexibility.

REMARKS: Staff recommends approval.

Submitted by:



Brendan K. Griesemer, AICP
Assistant Director

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit A

CHAPTER 12

PROGRAM RULES DURING A DECLARED EMERGENCY

Background

The City of Springfield, Missouri has experienced natural disasters and emergencies. Examples of these include the Ice Storm of 2007, and the COVID-19 pandemic. In these situations, either the Mayor of Springfield, the Greene County Commission, the Missouri State Governor, and/ or the President of the United States declared that emergency conditions existed. These events are not predictable as to when they will occur or what will be their impact on Springfield's residents, businesses, and/ or community resources.

These situations may require immediate reallocation of HUD funds for urgent response to alleviate the dangerous conditions or stabilize the economy and augment local resources using the HUD funding for eligible activities.

Emergency Declarants

An emergency may be declared by the President of the United State, the Missouri State Governor, the Greene County, Missouri Commission and/or the Mayor of Springfield, Missouri. When the Director of the Department of Public Health of the City of Springfield, Missouri exercises the power of quarantine and detention under City Charter Section 9.2(3), such exercise will also be an emergency declaration.

Actions in response to the emergency

When a declaration of an emergency is made that impacts Springfield and subject to HUD grant requirements and any HUD-approved waivers or exceptions, the City Manager, or authorized designee, upon the Loan Committee's recommendation, may approve any of the following actions. These actions will take precedence over or modify some of the processes described in the previous chapters to these rules and regulations:

- Loan Committee may establish and implement revised loan activities that will support the needs of the current borrowers, non-profit agencies, or other community businesses, to the extent the needs are related to the declared emergency and eligible under any of HUD's national objectives, including Urgent Need. This includes establishing different loan terms for loans in support of the City's need to assist in alleviating the impact to the residents, businesses, or non-profit agencies in their response to, and recovery from, the emergency.
- Loan committee may defer loan payments for existing or future borrowers to assist the borrower's ability to sustain viability and recover from the emergency.

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-26-20

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-124

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING an addition to the City's Commercial Loan Program Rules and
2 Regulations by adding Chapter 10, 'Program Rules During a Declared
3 Emergency.' (Planning staff recommends approval.)
4 _____
5

6 WHEREAS, the City has loan-program regulations in the Commercial Loan
7 Program ("CLP") as adopted in Ordinance 26604; and
8

9 WHEREAS, the CLP regulations lack provisions for responding to emergencies
10 like the 2007 ice storm and COVID-19; and
11

12 WHEREAS, emergency provisions would establish the framework for providing
13 emergency loans to preserve the viability of existing affordable-housing and economic-
14 development programs in accordance with the U.S. Housing and Urban Development
15 ("HUD") Grant regulations for the Community Block Grant Program ("CDBG") (24 CFR
16 570); and
17

18 WHEREAS, in times of urgent need, HUD may issue waivers to, or suspension
19 of, some HUD regulations to allow prompt use of HUD funds in response; and
20

21 WHEREAS, the City needs flexibility to modify use of HUD funds and, in some
22 cases, employ different loan terms; and
23

24 WHEREAS, HUD has offered several waivers and modifications for the COVID
25 situation nationwide; and
26

27 WHEREAS, the proposed changes to the CLP regulations will add flexibility for
28 modifying loan terms quickly; and
29

30 WHEREAS, the proposed changes will only be used in the event of an
31 emergency declaration by the President of the United States, the Governor of the State
32 of Missouri, the Greene County Commission, and/or the Mayor of Springfield, Missouri,
33 and/or when the Director of the Department of Public Health and Welfare of the City of

Springfield, Missouri exercises the power of quarantine and detention under City Charter Section 9.2(3).

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

Section 1 – Chapter 10, ‘Program Rules During a Declared Emergency,’ attached hereto and incorporated herein by this reference as "Exhibit A," added to “The Commercial Loan Program Rules and Regulations,” is hereby adopted.

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: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020-124

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Adopting an addition to the City's Commercial Loan Program Rules and Regulations by adding Chapter 10, 'Program Rules During a Declared Emergency.' Staff recommends approval.

BACKGROUND INFORMATION: The Commercial Loan Program ("CLP") regulations establish the framework for providing economic development loan programs to local businesses in accordance with the U.S. Housing and Urban Development ("HUD") grant regulations for the Community Block Grant Program ("CDBG") ("24 CFR 570").

Over the years there have been different types of emergencies (e.g., the 2007 Ice Storm and the current COVID-19 Pandemic) that required a quick response and the application of Commercial Loan funds in ways that modify the normal loan process. In situations of urgent need such as these, HUD may issue waivers to, or suspension of, some HUD regulations to allow prompt use of HUD funds in response. Accordingly, the City needs flexibility to modify use of Commercial Loan funds and, in some cases, employ different loan terms. HUD has offered several waivers and modifications for the current COVID19 pandemic. The proposed changes to the CLP regulations will add flexibility for modifying loan terms quickly.

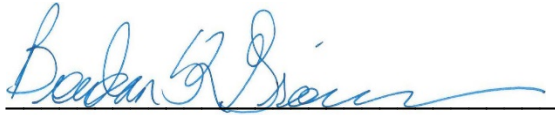
This bill would establish a new chapter in the Commercial Loan Program Rules and Regulations (Program Rules During a Declared Emergency) and authorize the City Manager to modify loan terms and defer loan payments as may be necessary.

The policy changes proposed will only be used in the event of an emergency declaration by the President of the United States, the Governor of the State of Missouri, the Greene County Commission, and/or the Mayor of Springfield, Missouri, and/or when the Director of the Department of Public Health of the City of Springfield, Missouri exercises the power of quarantine and detention under City Charter Section 9.2(3).

"Exhibit A" contains the new chapter to be added to the CLP regulations, which provides the stated flexibility.

REMARKS: Staff recommends approval.

Submitted by:



Brendan K. Griesemer, AICP
Assistant Director

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit 1

CHAPTER 10

PROGRAM RULES DURING A DECLARED EMERGENCY

Background

The City of Springfield, Missouri has experienced natural disasters and emergencies. Examples of these include the Ice Storm of 2007, and the COVID-19 virus. In these situations, either the Mayor of Springfield, the Greene County Commission, the Missouri State Governor, and/ or the President of the United States declared that emergency conditions existed. These events are not predictable as to when they will occur or what will be their impact on Springfield's residents, businesses, and/ or community resources.

These situations may require immediate reallocation of HUD funds for urgent response to alleviate the dangerous conditions or stabilize the economy and augment local resources using the HUD funding for eligible activities.

Emergency Declarants

An emergency may be declared by the President of the United States, the Missouri State Governor, the Greene County, Missouri Commission, and/ or the Mayor of Springfield, Missouri. When the Director of the Department of Public Health of the City of Springfield, Missouri exercises the power of quarantine and detention under City Charter Section 9.2(3), such exercise will also be an emergency declaration.

Actions in response to a declared emergency

When a declaration of an emergency is made that impacts Springfield and subject to HUD grant requirements and any HUD-approved waivers or exceptions, the City Manager, or authorized designee, upon the Loan Committee's recommendation, may approve any of the following actions. These actions will take precedence over or modify some of the processes described in the previous chapters to these rules and regulations:

- Loan Committee may establish and implement revised loan activities that will support the needs of the current borrowers, non-profit agencies, or other community businesses, to the extent the needs are related to the declared emergency and eligible under any of HUD's national objectives, including Urgent Need. This includes establishing different loan terms for loans in support of the City's need to assist in alleviating the impact to the residents, businesses, or non-profit agencies in their response to, and recovery from, the emergency.
- Loan committee may defer loan payments for existing borrowers to assist the borrower's ability to sustain viability and recover from the emergency.

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 05-26-20

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-125

SPECIAL ORDINANCE _____

A SPECIAL ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an
2 Intergovernmental Agreement with the Board of Governors of
3 Missouri State University for the purpose of continuing to provide
4 enhanced law enforcement services within and around the Missouri
5 State University campus.
6 _____
7

8 WHEREAS, the need exists to staff a police substation on the campus of
9 Missouri State University ("MSU") on a continuous basis to promote public safety,
10 prevent crime and enhance the quality of life in and around the expanding MSU
11 campus; and
12

13 WHEREAS, the City of Springfield ("City") and MSU have worked together for
14 over 25 years in a partnership to meet that need by locating a substation of the
15 Springfield Police Department ("SPD") on MSU campus; and
16

17 WHEREAS, the City and MSU wish to continue working together to provide a
18 safe community in and around the MSU campus by renewing the Intergovernmental
19 Agreement Regarding Law Enforcement Services (hereinafter "IGA") for a police
20 substation on the MSU campus; and
21

22 WHEREAS, this IGA outlines the terms for the continued operation of the SPD
23 substation on the MSU campus.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 an Intergovernmental Agreement with the Board of Governors of Missouri State
30 University to continue providing enhanced law enforcement services, said agreement to
31 be substantially in the form and content as that document attached hereto and
32 incorporated herein by reference as "Exhibit A."
33

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

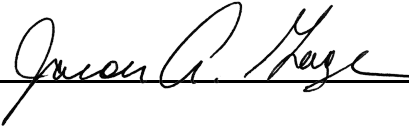
36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form: , Assistant City Attorney

47
48
49 Approved for Council action: , City Manager
50

EXPLANATION TO COUNCIL BILL 2020- 125

FILED: 05-26-20

ORIGINATING DEPARTMENT: Police

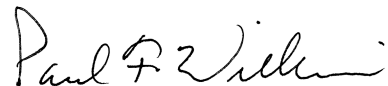
PURPOSE: To authorize the City Manager or his designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

BACKGROUND INFORMATION: For over 25 years the City of Springfield ("City") has partnered with Missouri State University ("MSU") to staff an SPD substation on Missouri State University ("MSU") campus to promote public safety, prevent crime and to foster the coordination of services to enhance quality of life in and around the expanding MSU campus. This agreement is an annual renewal of that partnership, designed to meet the evolving needs of the SPD Substation located at MSU and the area it serves.

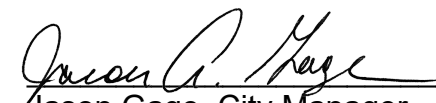
REMARKS: This renewal includes the costs of adding 5 e-Bikes for use by officers at the MSU Substation. It also gives MSU the option to add an additional officer to the Police Academy for the purpose of increasing permanent staffing at the MSU substation to reduce overtime costs. With overtime, the total contract amount is not anticipated to exceed \$824,331.78.

Submitted by:

Approved by:



Paul Williams, Chief of Police



Jason Gage, City Manager

Exhibit A

ROUTING	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
ORDER	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2020	TERMINATION DATE JUNE 30, 2021	CONTRACT NUMBER:	
() NEW CONTRACT		(X) RENEWAL OF CONTRACT No. _____	
CITY		BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. MARK FOOS DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: PRESIDENT	

INTERGOVERNMENTAL AGREEMENT REGARDING LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by the parties identified above.

WHEREAS, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

WHEREAS, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of Missouri State University will be of mutual benefit to the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MISSOURI STATE UNIVERSITY:

A. STAFFING OF THE POLICE SUBSTATION

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 2 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Section B, Paragraph 5 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly on Wednesdays at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the

perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.

3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.

4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.

5. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:

a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.

b. Temporary reassignment. Temporary reassignment shall mean reassignment of any of the ten (10) police officer positions to another location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any temporary reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.

6. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.

7. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.

8. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.

9. The substation will maintain records which are available to the President (or his designee) to include but not limited to:

- a. Substation payroll records.
- b. Time sheet and detailed billing information sufficient for invoice reconciliation.
- c. Work schedule of substation officers.
- d. Calls For Service data within the designated substation area as defined by this contract.
- e. Appropriate crime statistic information sufficient for Federal Clery reporting.
- f. Provide information consistent with legal restrictions from police reports.
- g. Equipment purchase orders.
- h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear

sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.

2. The Board agrees to pay for services provided by the City in a total amount not to exceed Eight Hundred Twenty-Four Thousand, Three Hundred Thirty-One Dollars and Seventy-Eight Cents (\$824,331.78) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.

3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.

4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.

2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.

3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.

4. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.

6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.

7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.

8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2020 through June 30, 2021. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

APPROVED AS TO FORM

The Board of Governors of Missouri State University

By: _____
Attorney for Board of Governors

By: _____
President of the University

APPROVED AS TO FORM

The City of Springfield, Missouri

By: _____
City Attorney or designee

By: _____
City Manager or designee

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or his designee

EXHIBIT A
MSU CAMPUS MAP

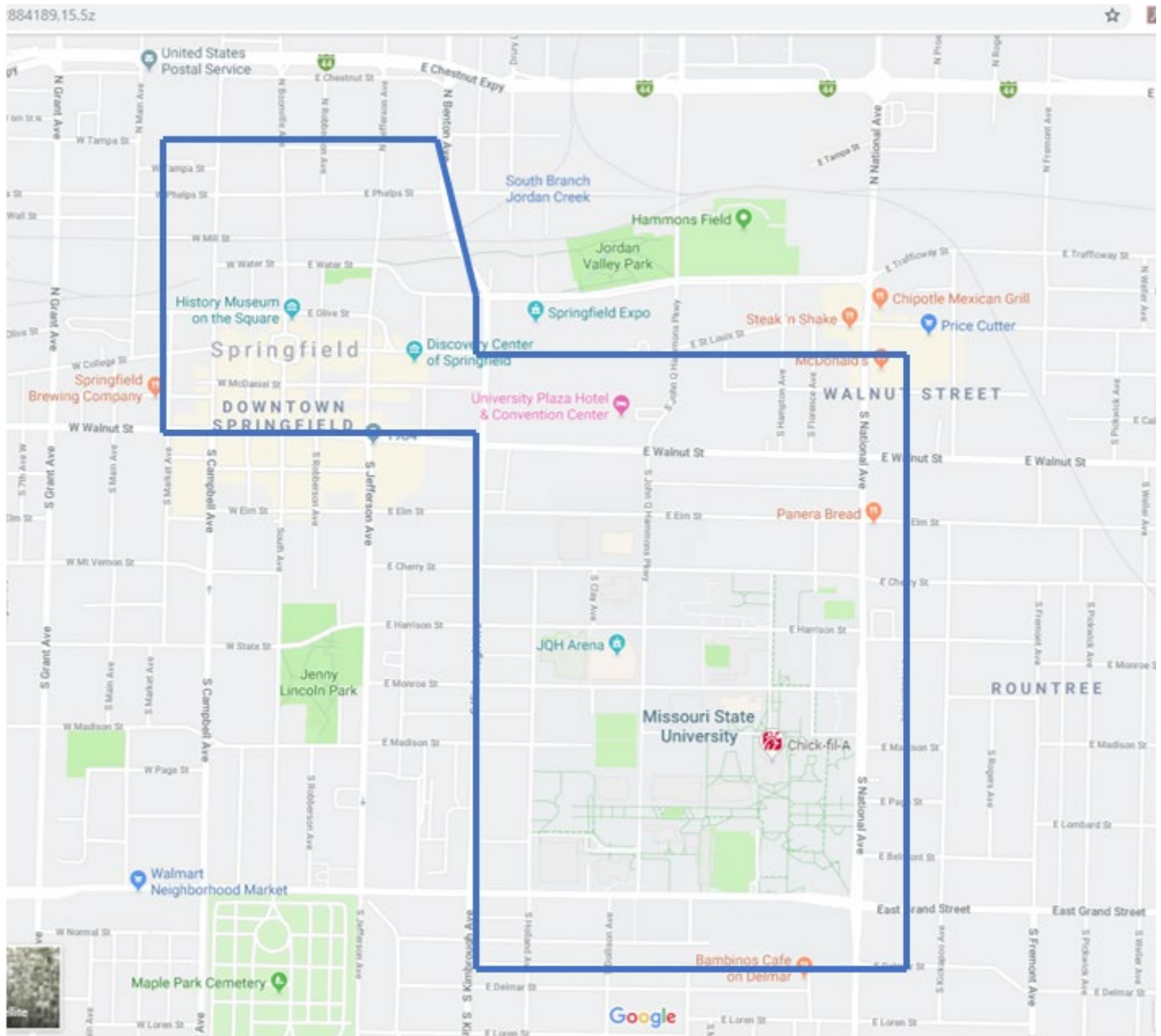


EXHIBIT B
Cost of MSU Substation Account
FY 2020-2021

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$661,720.26
OVERTIME _____	\$106,553.00
Subtotal: _____	\$768,273.26
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$37,158.52
Subtotal: _____	\$56,058.52
Total Contract Amount _____	\$824,331.78

* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc.
Salaries and Benefits above is 80% of cost.

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation and Software Cost
FY 2020-2021

	2017	2016	2013
	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost w/equipment*	\$48,048	\$38,350.00	\$39,274.00
7 Year Depreciation	\$6,864.00	\$5,478.57	\$5,610.57

Annual Depreciation for all three (3) vehicles	\$17,953.14
Fuel Cost **	\$ 3,494.96
Maintenance and Repair Cost **	\$ 1,874.77
Vehicle Subtotal	\$23,322.87

Bicycles

Ten (10) Patrol Bicycles in Fleet and (5) e-Bikes

	10 Patrol Bicycles	5 e-Bikes
Purchase Cost	\$2,116.60	\$2,874.80
3 Year Depreciation	\$ 705.53	\$958.27

Annual Depreciation for ten (10) bicycles and (5) e-Bikes	\$7,055.30+\$4,791.35=\$11,846.65
Bicycle Subtotal	\$11,846.65

Software

Ten (10) Office 365 annual software license fees \$198.90 each
Software Subtotal **\$1,989.00**

Total Annual Transportation and Software Cost \$37,158.52

* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

**Figure based on actual and averages for FY19 (July 2018-June 2019). Figures from Fleet Administrator.

EXHIBIT D
Policies and Protocols Regarding
Sexual Assault, Domestic Violence, Dating Violence, and Stalking

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* ("Title IX"), and the Violence Against Women Act ("VAWA"), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU's attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education's Office for Civil Rights ("OCR"), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* ("FERPA"), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU's campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 05-26-20

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 126

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Memorandum of
2 Understanding with Willard R-II School District regarding law
3 enforcement services on Willard R-II School District properties
4 located within the City of Springfield.
5 _____
6

7 WHEREAS, Willard R-II School District ("School District") is in the process of
8 establishing its own police department pursuant to Missouri Revised Statutes Section
9 162.215; and
10

11 WHEREAS, in order to establish a police department, the School District must
12 enter into a Memorandum of Understanding with each municipal law enforcement
13 agency and county sheriff's office which has law enforcement jurisdiction over the
14 school district's premises and location of school activities; and
15

16 WHEREAS, the School District currently operates two school buildings within the
17 city limits of the City of Springfield ("City"); and
18

19 WHEREAS, to ensure the safety of School District students and staff, as well as
20 the community as a whole, the Springfield Police Department ("SPD") will continue to
21 respond to and investigate issues arising on School District properties in certain
22 situations.
23

24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 SPRINGFIELD, MISSOURI, as follows, that:
26

27 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
28 a Memorandum of Understanding Regarding Law Enforcement Services with the
29 Willard R-II School District, such agreement to be substantially the same as the
30 agreement attached hereto and incorporated herein by reference as "Exhibit A."
31

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

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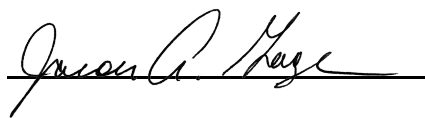
Passed at meeting: _____

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 -126

FILED: 05-26-20

ORIGINATING DEPARTMENT: Police

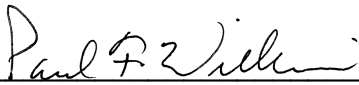
PURPOSE: Authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with Willard R-II School District regarding law enforcement services on Willard R-II School District properties located within the City of Springfield.

BACKGROUND INFORMATION: Willard R-II School District is in the process of establishing its own police force pursuant to Missouri Revised Statutes Section 162.215. In order for a school district to establish a police force, it must enter into a Memorandum of Understanding with each municipal law enforcement agency and county sheriff's office which has law enforcement jurisdiction over the school district's premises and location of school activities. Willard R-II School District currently operates two school buildings inside the city limits of the City of Springfield; therefore, a Memorandum of Understanding with the Springfield Police Department is required as part of this process.

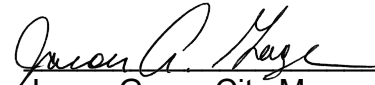
The proposed Memorandum of Understanding defines the services that will be provided on Willard R-II School District properties. In order to ensure the safety of students and the community, the Springfield Police Department will respond to and investigate in situations requiring their training, experience, and investigative equipment, as defined by the Memorandum of Understanding.

Submitted by:

Approved by:



Paul F. Williams, Chief of Police



Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
☐ NEW CONTRACT ☐ RENEWAL OF CONTRACT NO. _____			
WILLARD R-II SCHOOL DISTRICT		CITY OF SPRINGFIELD, MISSOURI	
500 E. KIME WILLARD, Mo 65781		CITY OF SPRINGFIELD, MISSOURI 840 BOONVILLE AVE. SPRINGFIELD, MO 65802	
Attention: Assistant Superintendent of Operations		Attention: Chief of Police	
		Department: Police	
Phone: (417) 742-2584		Phone: (417) 864-1810	

MEMORANDUM OF UNDERSTANDING REGARDING LAW ENFORCEMENT SERVICES

THIS MEMORANDUM OF UNDERSTANDING (the "MOU"), is made and entered into this _____ day of _____, 20____, by the the City of Springfield, Missouri and Willard R-II School District ("School District").

WITNESSETH:

THAT, WHEREAS, the Springfield Police Department (SPD) provides Law Enforcement services for the City of Springfield; and

WHEREAS, the School District School District has, pursuant to Missouri Revised Statutes Section 162.215, commissioned school officers as licensed peace officers,

WHEREAS, Missouri law requires the parties to execute a Memorandum of Understanding because some of the locations at which School District's officers may be required to perform their police functions are located within the jurisdiction of SPD; and

WHEREAS, the parties agree and acknowledge that this MOU is intended to facilitate a clear understanding for the handling of school-related incidents, and serve the purposes contemplated by § 162.215, RSMo.;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the School District and SPD as follows:

1. Law Enforcement in General. In accordance with § 162.215, RSMo., the School District will authorize and commission School Resources Officers ("SROs") whose authority is limited to crimes occurring on School District premises and property, on School District buses, and at School District activities.

- a. SROs shall be licensed peace officers, as defined in §590.010, RSMo. and shall comply with the provisions of Chapter 590. The powers and duties of a peace officer shall continue throughout the SROs' tenure as a commissioned School Resource Officer. The SROs will carry a firearm as part of normal duties while on District property, buses and at school functions within the purview of this MOU.

- b. Subject to paragraph 2 of this MOU SROs shall have the authority to conduct any justified stop on school property and enforce any location violation that occurs on School District grounds. SROs shall have the authority to stop, detain, and arrest for crimes committed on School District property, at School District activities, and on School District's buses.
- c. SROs shall abide by School District's Board Policies, Regulations, and Procedures and all terms and conditions defined within this MOU. SROs shall consult with and coordinate activities through the School District's superintendent or the superintendent's designee.
- d. The parties acknowledge and agree that this MOU does not grant an SRO statewide arrest authority

2. **Special Cases Requiring SPD Support.** SPD agrees to respond to, investigate, and otherwise handle all issues arising from the following types of cases on School District's premises and property, on School District's school buses, and at District's school activities located within SPD jurisdiction:

- a. Felonies involving the threat or use of force;
- b. Sex offenses;
- c. Weapons offenses;
- d. Misdemeanor marijuana possession if the suspect is an adult, and any other misdemeanors that potentially involve non-students;
- e. Investigations that might result in criminal charges being filed against a Willard SRO (including all officer-related shooting or use-of-force incidents resulting in serious injury or death);
- f. Serious injury or fatality motor vehicle accidents;
- g. Missing persons; and
- h. Any matter mutually agreed by Willard School Police and SPD Command Staff (with approval by the SPD Chief) to require SPD involvement.

3. **Request for SPD Services.** When any case involving one of the subject matters listed in Section 2 of this Agreement arises within SPD jurisdiction on School District property, the Willard School Police Officer responding to the case shall secure the scene, ensure the safety of persons involved (call EMT if necessary, etc.), and immediately request SPD's assistance through the E 911 dispatch.

4. **Exchange of Data.** All information, data, and reports in the School District's possession and necessary for the carrying out of the work, shall be furnished to the SPD without charge, and the parties shall cooperate with each other in every way possible in carrying out the work. Nothing in this MOU shall require School District to disclose information protected by the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), or any other information in which the law recognizes a protection or privilege that may subject the School District to liability for unauthorized disclosure.

5. **Personnel.** SPD represents that it will secure, at its own expense, all personnel required to perform the services called for under this contract by SPD. Such personnel shall not be employees of or have any contractual relationship with the School District. All of the services required to be performed by SPD hereunder will be performed by SPD or under SPD's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the School District.

6. **Term.** The term of this Agreement shall be from January 1, 2020 to December 31, 2020. Thereafter the Agreement shall renew annually, unless either party terminates the Agreement by providing written notice to the other party no later than April 30 of the then-current annual term.

7. **Payment.** No payment shall be exchanged for the services described in this Agreement.

8. **Termination of Agreement.** Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 30 days prior to the date of termination. In the event

of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by SPD under this contract shall at the option of the School District become its property; provided, that SPD shall not be relieved of liability to the School District for damages sustained by the School District by virtue of any such breach of the contract by SPD.

9. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.

10. **Discrimination.** SPD agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Liability.** SPD hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of SPD police officers undertaken on School District's premises and property, on School District's school buses, and at District's school activities. The School District hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of School District SROs. Nothing herein shall be constructed to waive any sovereign, official, qualified or governmental immunity applicable to either party, its Board or Council members, officers, agents or employees.

12. **Notices.** All notices required or permitted herein and required to be in writing may be given by first class mail addressed to the Springfield Police Department, 321 E. Chestnut Expressway, Springfield, Missouri 65802, and to the Willard R-II School District, Attn: Assistant Superintendent of Operations, 500 E Kime, Willard, MO 65781. The date of delivery shall be the date falling on the second full day after the date of mailing any such notice.

13. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

14. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

APPROVED AS TO FORM

City of Springfield, Missouri

City Attorney or designee

By: _____

Name & Title: _____

Willard R-II School District

By: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 05-26-20

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 132

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, on behalf of the City of Springfield, to enter into an
2 Infrastructure Reimbursement Agreement with Costco Wholesale
3 Corporation, for improvements to South Eastgate Avenue and East
4 Olive Street to facilitate the development of the property for the Costco
5 development.
6 _____
7

8 WHEREAS, Costco Wholesale Corporation has indicated their desire to
9 construct an approximately 160,000 square foot wholesale and retail general
10 merchandise facility and vehicle fueling facility on property near the southeast corner of
11 U.S. 65 Highway and Chestnut Expressway; and
12

13 WHEREAS, in order to provide a suitable site for development, Eastgate Avenue
14 must be moved east, and Olive Street must be built from Eastgate to Pebble Beach
15 Avenue; and
16

17 WHEREAS, additional public improvements must be constructed, including
18 modifications to the existing traffic signal at Eastgate and Chestnut Expressway and
19 stormwater improvements associated with public right-of-way; and
20

21 WHEREAS, these public improvements are estimated to cost \$4.8 million; and
22

23 WHEREAS, Costco Wholesale Corporation has requested the City reimburse
24 Costco for these improvements using a portion of local sales taxes generated by the
25 facility; and
26

27 WHEREAS, Costco Wholesale Corporation has indicated the requested
28 incentives are necessary to make the project financially feasible; and
29

30 WHEREAS, development of a Costco wholesale and retail facility will strengthen
31 the employment and economic base of the City of Springfield.
32

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

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The City Manager, on behalf of the City of Springfield, Missouri, is
37 hereby authorized to enter into an Infrastructure Reimbursement Agreement with
38 Costco Wholesale Corporation, said agreement to be substantially in form and content
39 as that document attached hereto and incorporated herein by reference as “Exhibit 1.”
40

41 Section 2 – This Ordinance shall be in full force and effect from and after
42 passage.
43

44 Passed at meeting: _____
45

46 _____
47 Mayor
48

49 Attest: _____, City Clerk
50

51 Filed as Ordinance: _____
52

53
54 Approved as to form: , Assistant City Attorney
55

56
57 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-132

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: To authorize the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Costco Wholesale Corporation, for improvements to South Eastgate Avenue and East Olive Street to facilitate the development of the property for the Costco development.

BACKGROUND INFORMATION: Costco Wholesale Corporation has indicated their desire to construct an approximately 160,000 square foot wholesale and retail general merchandise facility and vehicle fueling facility on property near the southeast corner of U.S. 65 Highway and Chestnut Expressway. In order to provide a suitable site, Eastgate Avenue must be moved to the east and Olive Street must be built from Eastgate to Pebble Beach Avenue. Additional required public improvements include modifications to the existing traffic signal at Eastgate and Chestnut Expressway and stormwater improvements associated with public right-of-way.

The required public improvements are estimated to cost \$4.8 million. Costco has requested that the City reimburse Costco for these improvements using a portion of the local sales taxes generated by their facility. This Ordinance authorizes an Access and Infrastructure Agreement ("Exhibit A") that will reimburse Costco using one-half of the 1% general sales tax, 1/4% capital improvements sales tax and 1/8% transportation sales tax. The agreement has a term of 15 years and includes an interest rate on the unpaid balance of 5%.

The City has used Infrastructure Agreements in the past to reimburse the developer for public improvements associated with projects such as the Lowe's on North Highway 13 and the James River Towne Center/Walmart Supercenter on East Independence. The structure of these agreements is a contract between the City and the developer wherein the developer designs, funds and builds certain public improvements and is reimbursed through a portion of the local sales taxes generated by the development. Some communities call these agreements "sales tax rebate agreements." We have not used this tool recently, however, City Council has adopted policies to guide its use.

Economic Development Incentive Policy

City Council adopted policies for the use of economic development incentives in 2011 (Resolution 9855). The *Economic Development Incentives Policy Manual* was subsequently amended in 2014 (Resolution 10127) and 2018 (Resolution 10417). The following policies apply to this project. They are presented in tabular form with responses to each policy.

	General Policies	Response
1	It is the policy of the City of Springfield to consider the judicious use of incentives for projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of development that will, by creating new jobs and retaining existing employment; eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older neighborhoods, facilitate self-sufficiency, and implement the City's Comprehensive Plan and economic development strategy.	This project will construct public improvements necessary for the development of a Costco wholesale and retail facility. The facility will create a minimum of 125 jobs with an average hourly rate of pay of \$25.50. A full-time cashier's annual salary after five years is \$52,944. Since the nearest Costco is 150 miles away, Springfield is experiencing retail sales tax leakage as current local members travel to use their membership. Costco is expected to draw membership from well over 60 miles away, resulting in increased sales tax revenue.
2	All discretionary incentives will be subject to a "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. Discretionary incentives will only be granted to those project that would not otherwise occur if incentives were not provided, unless the City council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City.	Costco has indicated that the requested incentives are necessary to make the project financially feasible.
3	Discretionary incentives will be granted only at the level necessary to make the project financially feasible.	Costco has indicated that the requested incentives are necessary to make the project financially feasible.
4	All projects receiving incentives must be consistent with the City's Comprehensive Plan and must comply with all applicable City zoning and building codes.	The <i>Growth Management and Land Use Plan</i> identifies this as an appropriate area for Medium-Intensity Retail, Office or Housing, except for the far northwest corner which is identified as appropriate for Low-Density Housing. The project site has subsequently been rezoned

		to permit commercial activity. Project is consistent with past Council actions and will comply with all zoning and building codes.
5	Since each project is unique, every proposal will be evaluated under the City's Policies on its individual merit and overall contribution to the local economy and the City's goals.	Costco is considered a quality employer, paying higher than average retail employee salaries and offering a robust benefit package. They also are viewed as a highly desirable retailer and will add to the attractiveness of Springfield as a regional shopping hub.
	Specific Policies	Response
6	Infrastructure Agreements will be used for public works improvements only.	Reimbursement will be for public improvements only.
7	Sales tax reimbursement contracts will typically use 50% of the City's 1% general sales tax to reimburse the developer for the public improvements. Dedicated taxes, such as the capital improvements and transportation sales taxes, will not typically be utilized in the sales tax reimbursement.	This ordinance will authorize reimbursing Costco using 50% of the 1% general sales tax as well as 50% of the ¼% capital improvements sales tax and 50% of the 1/8% transportation sales tax. Capturing a portion of the capital improvements and transportation sales tax streams is consistent with the intended purpose of those sales taxes. Capturing a portion of those streams in addition to a portion of the general sales tax will result in a faster reimbursement and less interest accrual.
8	City reimbursement to the developer will typically occur over a three (3) to five (5) year period and will be explicitly defined in the Infrastructure Agreement. Outstanding developer expenditures not reimbursed at the end of the Agreement term will be the developer's responsibility.	This ordinance will authorize a term not to exceed 15 years, however, it is anticipated that reimbursement will occur earlier. In any event, any expenditures not reimbursed at the end of 15 years will be the developer's responsibility. While the recommended term exceeds that "typically" recommended by the policy, it is the length necessary to fully reimburse the developer for the public improvements which are

		necessary to make the project financially feasible.
9	The City will pay the developer interest on the unpaid balance of the public improvement at a rate of two percent (2%) over the latest City general obligation bond issue.	The proposed 5% interest rate is consistent with the policy. The interest rate on the City's last general obligation bond issue was 3%.

REMARKS: Staff recommends approval.

Submitted by:


 Mary Lilly Smith, Director

Approved by:


 Jason Gage, City Manager

Exhibit 1

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2020 (the “**Effective Date**”), by and between COSTCO WHOLESALE CORPORATION, a Washington corporation (“**Costco**”) and the CITY OF SPRINGFIELD, MISSOURI, a constitutionally chartered home rule city in the state of Missouri (“**City**”).

WHEREAS, Costco intends to purchase the Costco Parcel (as defined below), and to develop, construct, and operate the Costco Development thereon;

WHEREAS, In connection with the construction of the Costco Development, the portion of Eastgate Avenue located within the Tract must be relocated, the portion of Olive Street located within the Tract must be completed, a detention pond serving the Tract, including Eastgate and Olive must be constructed and installed within the Tract and various related utilities and facilities must be installed within the Tract in order to facilitate development of the Tract for the Costco Development; and

WHEREAS, the Costco development would create a public benefit, and entering into this Agreement is necessary for Costco to pursue its proposed development; therefore it is mutually beneficial to both parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are expressly incorporated into this Agreement by this reference thereto as if fully set forth in this Section 1.
2. Definitions. As used in this Agreement, the following terms are defined as follows:
 - a. “**City**” shall mean the City of Springfield, Missouri, a constitutionally chartered home rule city in the state of Missouri and its successors and assigns.
 - b. “**Costco**” shall mean Costco, and its successors and assigns.
 - c. “**Costco Development**” shall mean construction of an approximately 160,000 square foot wholesale and retail general merchandise facility, which facility also may include (without limitation) a pharmacy, tire sales and installation center, liquor sales, a vehicle fueling facility, related office space, related parking, and other improvements.
 - d. “**Costco Parcel**” shall mean Lot 1 depicted on the Preliminary Plat, and legally described on Schedule 2 attached hereto, and generally located in the 200 block of South Eastgate Avenue.
 - e. “**Costco Pre-Closing Agreement**” shall mean that certain Off-Site Improvements Construction and Promise to Convey Property Agreement mutually executed and effective by and between Costco and the owner of the Tract.
 - f. “**Parties**” shall mean, collectively, Costco and the City.

g. **"Party"** shall mean, individually, Costco or the City.

h. **"Preliminary Plat"** shall mean the preliminary plat submitted as Kirkland Commons Subdivision to the City for the Tract, a copy of which is attached hereto as Schedule 1.

i. **"Reimbursable Projects"** shall mean those specific projects set forth in "Exhibits A and B."

j. **"Tract"** shall mean Lots _____ depicted on the Preliminary Plat, and legally described on Schedule 3 attached hereto.

3. Reimbursable Project Costs. Prior to the opening of the Costco Development for business to its members, Costco agrees to perform or cause to be performed those Reimbursable Projects detailed on Exhibits "A" and "B" at Costco's sole cost and expense, subject to reimbursement from the City as provided herein. Costco shall provide all necessary design work for the Reimbursable Projects, and said design work shall be subject to the City's review and approval, which such approval shall not be unreasonably withheld, conditioned, or delayed. Costco agrees to comply with all laws regarding the payment of prevailing wages to contractors and subcontractors of Costco, as applicable, to the extent they are involved with the Reimbursable Projects. Costco agrees to indemnify and hold harmless the City from any damages or claims resulting from any failure of Costco or any contractor or subcontractor to pay prevailing wages pursuant to applicable law.

Upon completion of those Reimbursable Projects, Costco shall provide itemized invoices, receipts or other information to confirm that any cost qualifies as an actual cost of the Reimbursable Projects. If the City determines that the Reimbursable Projects have been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement qualify as actual costs of the Reimbursable Projects (hereinafter called **"Reimbursable Project Costs"**), then the City shall approve the amounts stated therein for reimbursement.

4. Reimbursement of Costco's Costs. City agrees to reimburse Costco for the Reimbursable Project Costs, but in no event shall the City's obligation exceed the amount of Four Million Eight Hundred Thousand Dollars (\$4,800,000.00). Such reimbursement to Costco shall be made as funds become available from one-half of the City's 1% general sales tax, one-half of the City's 1/4 cent capital improvements sales tax, and one-half of the City's 1/8 cent transportation sales tax generated solely by the Costco Development, with interest on the unpaid balance at 5%, from the date of acceptance by the City of the Reimbursable Projects, which interest shall continue to accrue on the unpaid Reimbursable Project Costs on a quarterly basis (i.e., on January 1, April 1, July 1, and October 1) of each calendar year during the term of this Agreement until all of the Reimbursable Project Costs have been paid by the City. Said reimbursement shall be made monthly by the City, with the first reimbursement being made no later than six months from the later of the date of acceptance by the City of the last completed Reimbursable Project or the first date of retail sales at the Costco Development. Payments shall be applied first, to the payment of accrued interest, and second, to the reduction of the unpaid Reimbursable Project Costs. In no event shall the City be required to make more than 180 monthly reimbursement payments.

5. Incorporation of Documents. The following Schedules and Exhibits, attached hereto, are fully incorporated herein as express terms and conditions of this Agreement:

- a. Schedule 1: Preliminary Plat
- b. Schedule 2: Description of the Costco Parcel
- c. Schedule 3: Description of the Tract
- d. Exhibit A: Public Infrastructure Budget
- e. Exhibit B: Public Infrastructure Site Plan

6. Indemnity. Costco hereby agrees to defend, indemnify, and hold the City, its employees, agents, and officers harmless from and against any and all claims arising out of the performance of the Reimbursable Projects, except to the extent attributable to negligence or willful misconduct of the City.

7. Assignment. Costco shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the City thereto.

8. Notice. Any notices, requests, or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed given when received provided that delivery is: (1) by hand delivery, (2) a widely recognized national overnight courier service, or (3) U.S. mail when sent registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to each Party's address set forth below:

To Costco: Costco Wholesale Corporation
 999 Lake Drive
 Issaquah, WA 98027
 Attn.: Property Management

To City: City Attorney's Office
 Fifth Floor
 Busch Municipal Building
 840 North Boonville
 Springfield, MO 65802

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon delivery by U.S. mail as provided above. Rejection or other refusal to accept or inability to deliver by U.S. mail because of change of address, of which no notice is given, shall be deemed to be receipt of the notice, request, or other communication. By giving at least five days prior notice thereof, any Party may change its mailing address herein.

9. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri and any action, breach, enforcement, or interpretation thereof shall be had only in the Circuit Court of Greene County, Missouri.

10. Full Force and Effect. This Agreement shall be in full force and effect following its execution by both Parties. Subject to this Section, this Agreement shall be binding upon and inure to the benefit of Costco and the City.

11. Contingency for Acquisition. Notwithstanding anything to the contrary contained in this Agreement, said Agreement is expressly contingent upon the mutual execution and effectiveness of the Costco Pre-Closing Agreement. In the event that the Costco Pre-Closing Agreement does not become effective within 24 months from the Effective Date of this Agreement, then said Agreement shall automatically terminate. Promptly following the mutual execution and effectiveness of the Costco Pre-Closing Agreement, this Agreement shall be recorded in the real property records for the County of Greene, Missouri, and thereafter this Agreement shall run with the Tract until such time as the Kirkland Commons Subdivision for the Tract has been recorded, at which time this Agreement shall run only with the Costco Parcel. Upon the recordation of the Kirkland Commons Subdivision for the Tract, the Parties agree to execute and record a termination of this Agreement as it pertains to the Tract other than the Costco Parcel. Further, upon satisfaction of all the requirements of this Agreement, the Parties agree to execute and record a termination of this Agreement as it pertains to the Costco Parcel.

12. Term. The term of this Agreement shall end on the first to occur of: (a) the fifteenth (15th) anniversary of the first reimbursement made to Costco by the City; or (b) the date Costco has been paid the entire amount of Reimbursable Project Costs up to a maximum of Four Million Eight Hundred Thousand Dollars (\$4,800,000.00) plus all interest that has accrued thereon.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

APPROVED AS TO FORM

CITY OF SPRINGFIELD, MISSOURI

City Attorney or designee

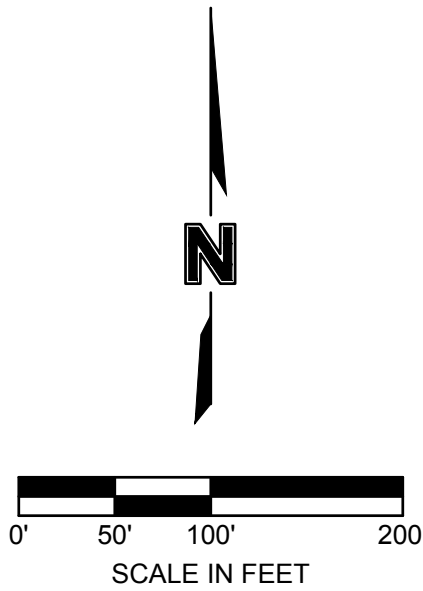
By: _____
Jason Gage, City Manager

COSTCO WHOLESALE CORPORATION,
a Washington corporation.

By: _____
Name:
Title:

PRELIMINARY PLAT
KIRKLAND COMMONS
PART OF THE NORTH HALF (N½), NORTHWEST QUARTER (NW¼)
SECTION 22, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

Schedule 1



BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
Ref: NGS GR-16 (2012 Adjustment)

LINE TABLE		
#	DIRECTION	LENGTH
L1	S88°49'00"E	95.38'
L2	S02°32'31"W	26.70'
L3	S31°21'28"E	69.99'
L4	S01°21'58"W	50.13'
L5	S88°38'02"E	55.00'
L6	S88°38'02"E	6.28'
L7	S87°28'08"E	101.91'
L8	N78°30'16"E	65.91'
L9	N78°29'58"E	115.44'
L10	S87°28'08"E	74.26'
L11	S57°36'04"E	21.70'
L12	S46°20'06"W	35.37'
L13	S01°21'58"W	60.00'
L14	S43°38'02"E	35.38'
L15	N46°21'58"E	35.38'
L16	N43°39'40"W	35.34'
L17	N25°19'35"W	208.06'
L18	N00°57'49"E	128.35'

CURVE TABLE					
#	RADIUS	LENGTH	DELTA	CHORD	CH. BEARING
C1	600.00'	354.99'	33°53'56"	349.83'	S14°24'27"E
C2	469.00'	267.86'	32°43'23"	264.23'	S14°59'44"E
C3	250.00'	413.31'	94°43'22"	367.82'	S48°43'38"W
C4	250.00'	231.11'	52°58'03"	222.97'	S69°36'18"W
C5	335.00'	314.24'	53°44'45"	302.85'	N64°29'35"E
C6	335.00'	313.75'	53°39'43"	302.41'	N64°27'04"E
C7	979.09'	353.46'	20°41'03"	351.54'	N11°42'59"E
C8	80.00'	125.67'	90°00'11"	113.14'	S42°26'10"E
C9	100.00'	145.97'	83°38'03"	133.35'	N50°48'25"E
C10	639.50'	215.01'	19°15'50"	214.00'	S16°40'21"E
C11	628.50'	74.19'	6°45'49"	74.15'	S31°22'37"E
C12	986.50'	63.66'	3°41'51"	63.65'	S32°54'36"E
C13	420.00'	236.87'	32°18'50"	233.75'	S14°54'16"E
C14	480.00'	222.83'	26°35'56"	220.84'	N12°01'37"W
C15	549.50'	105.64'	11°00'54"	105.48'	N19°49'08"W
C16	186.50'	44.29'	13°36'20"	44.18'	N07°30'31"W
C17	313.50'	65.70'	12°00'28"	65.58'	S01°02'12"E

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:
That I, Roddy G. Neff, do hereby certify to Costco Wholesale Corporation that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson Associates, Inc., dated April 24, 2020, and signed by Roddy G. Neff, PLS 2671, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Roddy G. Neff, PLS 2671, in accordance with Section 410.5 of the Subdivision Regulations, Article II, of the City of Springfield, Greene County, Missouri and the current Missouri Standards For Urban Property Boundary Surveys.

Roddy G. Neff, MO PLS 2671
Olsson Associates, MO LC 366
rgneff@olssonassociates.com

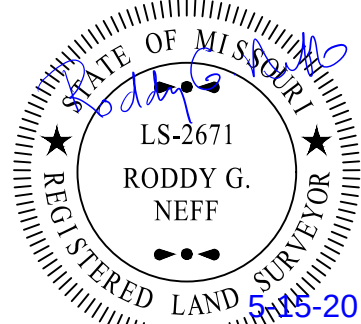
Date

SHEET 2 OF 2
Preliminary Plat of Kirkland Commons

olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805
www.olsson.com

drawn by:	DATE	REVISION	BY
CDA			
surveyed by:	DDD/CO		
checked by:	RGN		
approved by:	RGN		
project no.:	019-2034		
file name:	V_PPLT_0192034		



MISSOURI
ON-GRID SYSTEM
1-800-DIG-RITE or 811
www.mot1call.com

PREPARED FOR
Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

BENCHMARKS

COS 216
SE quadrant of Eastgate @ Chestnut Expressway
N:501722.13 E:1429406.85 Elev=1379.85'

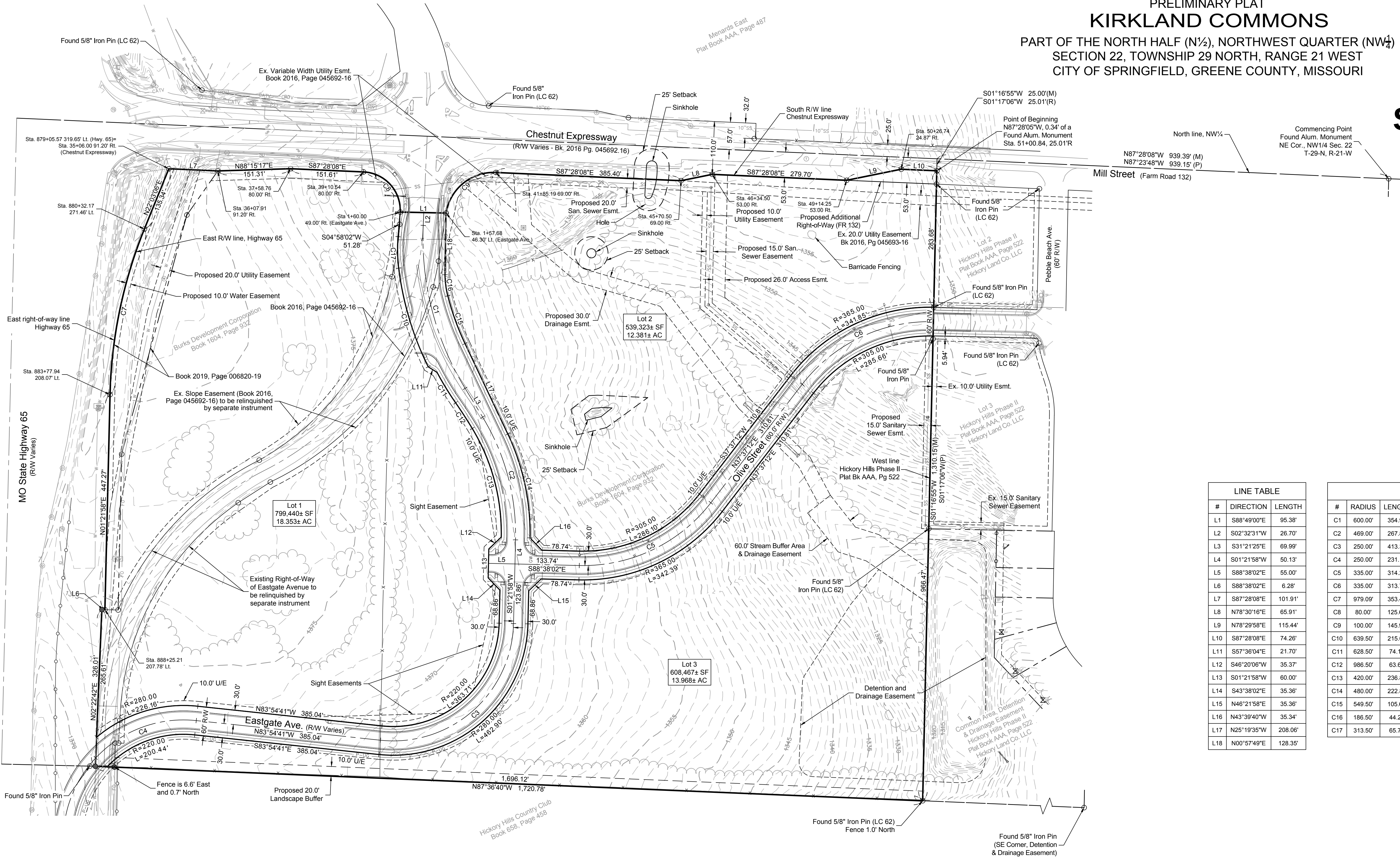
GR-16 (PID AC7156)
DNR aluminum GRS disk set in concrete near the
intersection of Cherry @ Hickory
N:499069.34 E:1431590.66 Elev=1361.92'

DEVELOPMENT NOTES

Total Area: 2,140,060± sf - 49.129± Acres
Total No. of Lots: 3
Smallest Lot: Lot 2 - 539,323± sf (12.381± Acres)
Largest Lot: Lot 1 - 799,440± sf (18.353± Acres)
Source of Title: Book 1604, Page 932
Prel. Plat Submittal: April 24, 2020
Current Zoning: PD 298

MO State Highway 65
(R/W Varies)

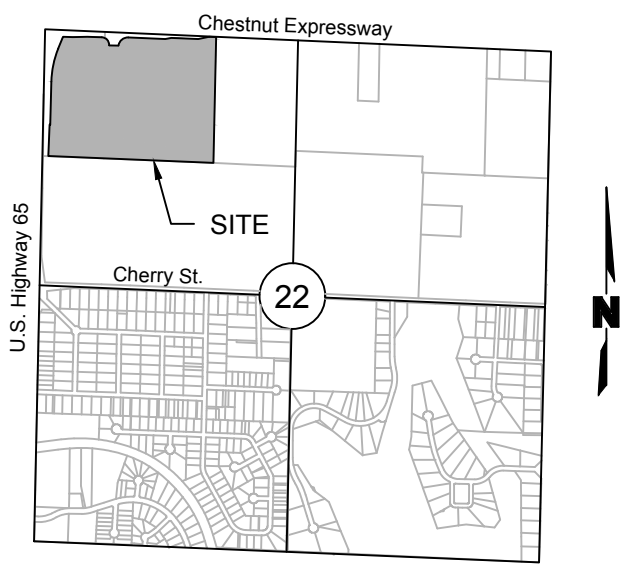
- LEGEND**
- Found MoDOT Alum. Monument (Except as Noted)
 - Set 1/2" Rebar w/Plastic Cap, "LC 366"
 - (M) Measured
 - (P) Platted
 - (R) Record Deed (Book 2016, Page 045692-16)
 - Fire Hydrant
 - Guy Wire
 - Light Pole
 - Power Pole
 - Sanitary Manhole
 - Storm Manhole
 - Telephone Manhole
 - P—OH— Overhead Electric
 - SS— Sanitary Sewer Line
 - SD— Storm Sewer Line
 - x— Barbed Wire Fence
 - Chainlink Fence
 - Tree Line
 - Asphalt Pavement
 - Concrete Sidewalk
 - Concrete Pavement



Schedule 2

Description of the Costco Parcel

Exact metes and bounds to be determined, but generally described as Lot 1 depicted on the Preliminary Plat, and generally located in the 200 block of South Eastgate Avenue.



LOCATION MAP
Sec. 22, T-29-N, R-21-W
Scale: 1"=2000'

PRELIMINARY PLAT
KIRKLAND COMMONS
PART OF THE NORTH HALF (N½)
SECTION 22, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



VICINITY MAP
NOT TO SCALE

Schedule 3

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:
- | | Yes | No | Item |
|------------------------|----------|-------|---|
| a) Deed of Record | <u>X</u> | _____ | Deed Book 1148, at page 281; R/W Deed 2019, at Page 006820-19 |
| b) Filed Maps | <u>X</u> | _____ | Hickory Hills Phase II (AAA-522); Menards East (AAA-487) |
| c) Title Search/Binder | <u>X</u> | _____ | First American Title Insurance Company File no. NCS-971989-WA1, Effective date: 8/21/19; Revised date: 9/5/19 |
2. Certified To: Costco Wholesale Corporation
- This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on August 28, 2019, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
5. Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket number 192170987, 192171110, 192171220, 192171221, and 192171599. The companies listed on the ticket are ATT Distribution, City Utilities Electric/Gas/Water/Fiber, City of Springfield Sewer/Traffic, Level 3 now Centurylink, MoDOT SW District-Springfield, and Mediacom.

NOTES

- Sidewalks are to be constructed on both sides of Olive Street and a portion along the East side of Eastgate Avenue.
- Maintenance of any area referred to as an easement or common area is the responsibility of the property owners associated.
- The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.
- Detention & Drainage Easement has been designed to accommodate storm water detention and water quality for each lot. Connection to the detention is being provided via the proposed storm system for Olive Street. If future development elects to not connect to the proposed storm system, for all or a portion of the Lot(s), then additional detention and water quality facilities may be required.
- Traffic Impact Study will be required prior to development. Traffic Study may be limited to the specific proposed development.
- No structures are to be built between right-of-way and setback lines.
- No fences, plantings or obstructions other than mailboxes are permitted within the limits of any right-of-way or drainage easement.
- Lot corner pins are 1/2" rebar with plastic cap marked "Olsson LC 366".
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0353E, Effective Date December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)

DESCRIPTION

A parcel of land, being all that part of the North One-Half (N1/2) of the Northwest Quarter (NW1/4) of Section Twenty-Two (22), Township Twenty-Nine (29) North, Range Twenty-One (21) West, lying South of Chestnut Expressway (Mill Street), East of Highway 65 and West of Hickory Hills Phase II, a Final Plat recorded in Book AAA, at page 522, and being a part of the tracts of land described in Book 1148, at page 281 and all that part of the land described in Book 2019, at Page 006820-19 in the Greene County, Missouri Recorder's Office, Springfield, Greene County, Missouri, being more particularly described as follows:

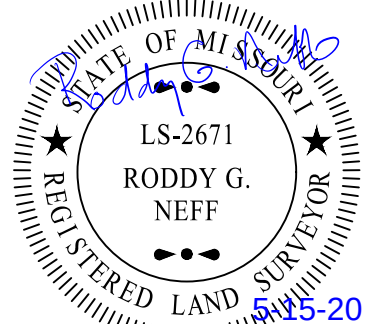
COMMENCING at an existing aluminum monument marking the Northeast Corner of said NW1/4 of said Section 22; Thence N87°28'08"W (N87°23'48"W Plat), along the North line of said NW1/4, a distance of 939.39 feet (939.15 feet Plat); Thence S01°16'55"W (S01°17'06"W Deed and Plat), leaving said North line, a distance of 25.00' (25.01' Deed,) being point on the North right-of-way line of Chestnut Expressway, also known as Mill Street, at Station 51+00.84 per the General Warranty Deed recorded in Book 2016, at Page 045692-16, in said Greene County Recorder's Office, being the POINT OF BEGINNING; Thence leaving said right-of-way line, S01°16'55"W (S01°17'06"W Plat), along the West line of said Hickory Hills Phase II, a distance of 1310.15' to an existing 5/8" iron pin (LC 62), being a point on the South line of said N1/2, NW1/4 of said Section 22; Thence N87°36'40"W leaving said West line of said Hickory Hills Phase II, and along said South line of said N1/2, NW1/4, a distance of 1720.78', to a 1/2" iron pin set (LC366), being a point on the East right-of-way line of said Highway 65; Thence N02°22'42"E, leaving said South line and along said East right-of-way line, a distance of 326.01', to a 1/2" iron pin set (LC366); Thence S88°38'02"E, continuing along said East right-of-way line, a distance of 6.28', to an existing aluminum monument (MODOT) at Station 888+25.21, 207.78' Left, per the Quit Claim Deed recorded in Book 2019, at Page 006820-19 in said Greene County Recorder's Office; Thence N01°21'58"E (N01°22'02"E Deed), continuing along said East right-of-way line, a distance of 447.27' (Measured and Deed), to an existing aluminum monument (MODOT) at Station 883+77.94 203.07' Left; Thence continuing along said East right-of-way line and a non-tangent curve to the right, having a radius of 979.09' (Measured and Deed), a central angle of 20°41'03" and a chord which bears N11°42'59"E (N11°43'03"E Deed), an arc distance of 353.46' (353.45' Deed), to an existing aluminum monument (MODOT) at Station 880+32.17 271.46' Left; Thence N22°03'06"E (N22°03'04"E Deed), a distance of 135.34' (135.35' Deed) to an existing aluminum monument (MODOT), being the point of intersection of the East right-of-way line of said Highway 65 at Station 879+05.57 319.65' Left and the South right-of-way line of said Chestnut Expressway at Station 35+06.00 91.20' Right; Thence S87°28'08"E (S87°28'11"E Deed), leaving said East right-of-way line, and along said South right-of-way line, a distance of 101.91' (Measured and Deed), to an existing aluminum monument (MODOT) at Station 36+07.91 91.20' Right; Thence N68°15'17"E (N68°17'10"E Deed), continuing along said South right-of-way line, a distance of 151.31' (150.89' Deed), to an existing aluminum monument (MODOT) at Station 37+58.76 80.00' Right; Thence S87°28'08"E (S87°28'05"E Deed), continuing along said South right-of-way line, a distance of 151.61' (151.78' Deed), to an existing aluminum monument (MODOT) at Station 39+10.54 80.00' Right; Thence continuing along said South right-of-way line and transitioning to the West right-of-way line of Eastgate Avenue as described in said Book 2016, at Page 045692-16, and along a non-tangent curve to the right, having a radius of 80.00' (Measured and Deed), a central angle of 90°00'11" and a chord which bears S42°28'10"E (S42°28'05"E Deed), an arc distance of 125.67' (125.66' Deed), to an existing aluminum monument (MODOT) at Station 1+60.00 49.00' Right Eastgate Avenue; Thence S88°48'00"E, leaving said West right-of-way line, and crossing said Eastgate Avenue, a distance of 95.38' to an existing aluminum monument (MODOT) at Station 1+57.68 46.39' Left on the East right-of-way line of said Eastgate Avenue; Thence along said East right-of-way line and transitioning to said South right-of-way line of Chestnut Expressway, and along a non-tangent curve to the right, having a radius of 100.00' (Measured and Deed), a central angle of 83°38'03" and a chord which bears N50°48'25"E (N50°46'55"E Deed), an arc distance of 145.97' (145.73' Deed), to an existing aluminum monument (MODOT) being a point on said South right-of-way line of Chestnut Expressway at Station 41+85.19 69.00' Right; Thence S87°28'08"E (S87°28'05"E Deed), along said South right-of-way line, a distance of 385.40' (385.31' Deed), to an existing aluminum monument (MODOT) at Station 45+70.50 69.00' Right; Thence N78°30'16"E (N78°29'45"E Deed), continuing along said South right-of-way line, a distance of 65.91' (65.97' Deed), to an existing aluminum monument (MODOT) at Station 46+34.50 53.00' Right; Thence S87°28'08"E (S87°28'05"E Deed), continuing along said South right-of-way line, a distance of 279.70 feet (279.75' Deed), to an existing aluminum monument (MODOT) at Station 49+14.25 53.00' Right; Thence N78°29'59"E (N78°29'45"E Deed), a distance of 115.44' (Measured and Deed) to an existing aluminum monument (MODOT) at Station 50+26.74 24.87' Right; Thence S87°28'08"E (S87°28'05"E Deed), continuing along said South right-of-way line, a distance of 74.26' (74.60' Deed), to the POINT OF BEGINNING, EXCEPT that part of the public right-of-way of said Eastgate Avenue, as described in aforementioned Book 2016, at Page 045692-16. Said tract containing 2,140,060 square feet, or 49.129 acres, more or less, subject to all rights-of-way, easements and restrictions of record.

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:
That I, Roddy G. Neff, do hereby certify to Costco Wholesale Corporation that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson Associates, Inc., dated May 15, 2020, and signed by Roddy G. Neff, PLS 2671, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Roddy G. Neff, PLS 2671, in accordance with Section 410.5 of the Subdivision Regulations, Article II, of the City of Springfield, Greene County, Missouri and the current Missouri Standards For Urban Property Boundary Surveys.

Roddy G. Neff
Roddy G. Neff, MO PLS 2671
Olsson Associates, MO LC 366
rgneff@olssonassociates.com

Date 5-15-20



PREPARED FOR
Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

BENCHMARKS
COS 216
SE quadrant of Eastgate @ Chestnut Expressway
N:501722.13 E:1429406.85 Elev=1379.85'

GR-16 (PID AC7156)
DNR aluminum GRS disk set in concrete near the intersection of Cherry @ Hickory
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Prel. Plat Submittal: April 24, 2020
Current Zoning: PD 298

1-800-DIG-RITE or 811
www.mo1call.com

drawn by:	CDA	DATE	REVISION	BY
surveyed by:	DDD/CO			
checked by:	RGN			
approved by:	RGN			
project no.:	019-2034	05.12.20	Revised Boundary Description	CDA
file name:	V_PPLT_0192034	04.24.20	Reconfigure Street & Lot Layouts	CDA
		11.04.19	Original Preparation	CDA

SHEET 1 OF 2
Preliminary Plat of Kirkland Commons

olsson

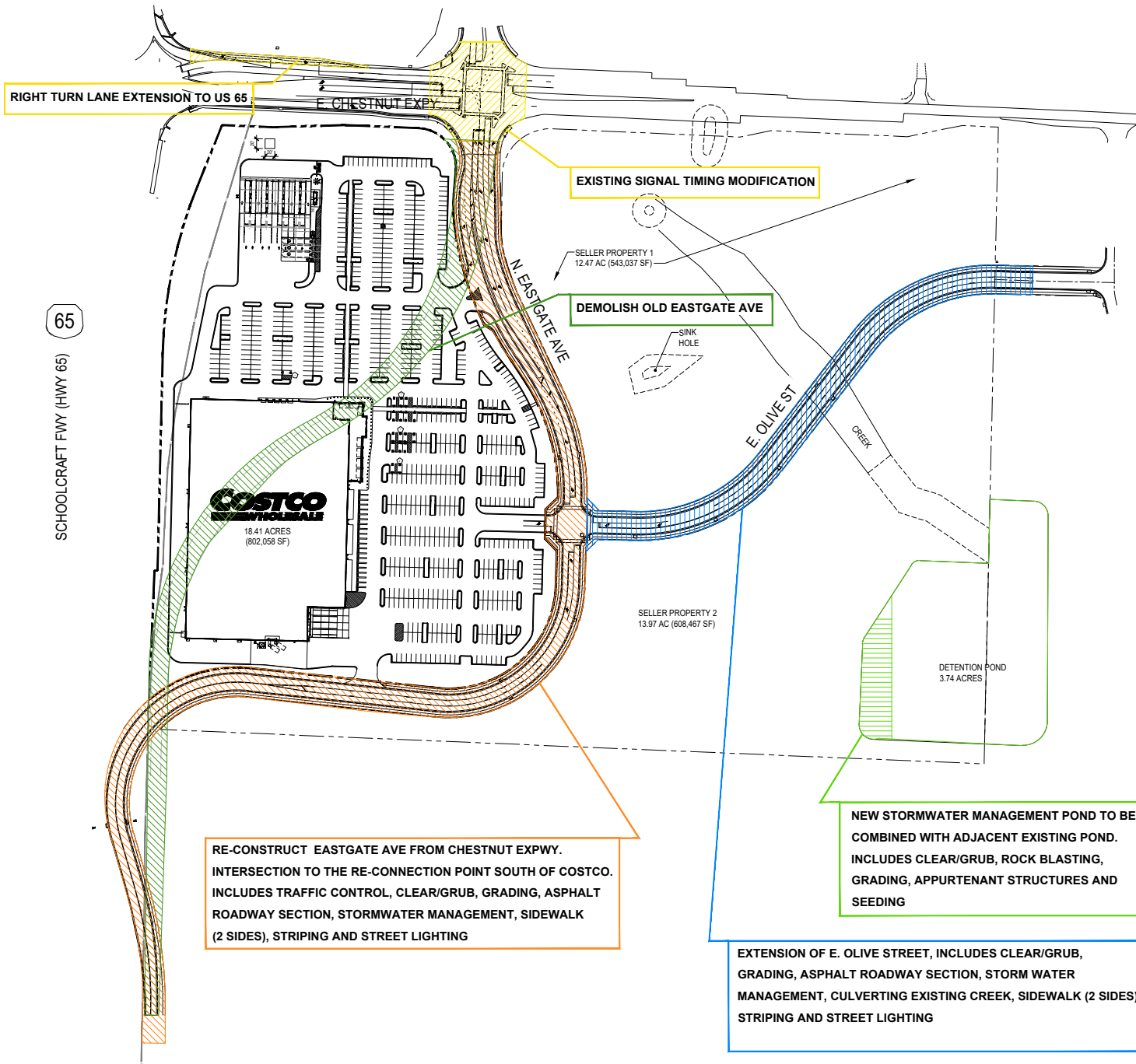
Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

EXHIBIT A
PUBLIC INFRASTRUCTURE BUDGET

Springfield, MO
Costco Wholesale
5.18.2020
Public Infrastructure and Associated Site Development Costs

Chestnut and Eastgate	
Existing signal timing/modification, Right Turn Lane Extension to US 65 (includes associated rock exc)	\$78,832
11% GC,OH&P	Included
Tax	Included
Subtotal	\$78,832
E. Olive Street	
Extension of E. Olive Street, includes clear/grub, grading, asphalt roadway section, gas line, underground power, water line, sanitary sewer, and storm sewer extensions, culverting creek, sidewalk, striping and street lighting.	\$1,632,971
11% GC,OH&P	Included
Tax	Included
Subtotal	\$1,632,971
N. Eastgate Avenue	
Extension of Eastgate from Chestnut/Eastgate intersection to point of connection back to the existing Eastgate Ave. (south of Costco property line), includes clear/grub, grading, asphalt roadway section, gas line, underground power, water line, sanitary sewer, and storm sewer extensions, sidewalk, striping, street lighting, telephone and fiber optic extensions, and traffic control.	\$1,706,598
11% GC,OH&P	Included
Tax	Included
Subtotal	\$1,706,598
Olive and Eastgate - Traffic Signal	
New Traffic Signal	\$250,000
11% GC,OH&P	Included
Tax	Included
Subtotal	\$250,000
Eastgate - Demo	
Demo and haul off of existing Eastgate Ave from Chestnut/Eastgate intersection to point of connection back to the existing Eastgate Ave. (south of Costco property line)	\$41,107
11% GC,OH&P	Included
Tax	Included
Subtotal	\$41,107
Pond	
New stormwater management pond to be combined with adjacent existing pond (includes associated rock excavation). Allocation of stormwater management pond for new public infrastructure, 10% of \$716,440.	\$71,644
11% GC,OH&P	Included
Tax	Included
Subtotal	\$71,644
Total	\$3,781,152
Contingency 10%	\$378,115
Subtotal	\$4,159,267
Soft Costs	
Off-Site Surface Improvement Plans /Profiles	\$250,000
Material Testing/Inspection	\$100,000
Construction Administration	\$10,000
Legal	\$25,000
11% GC,OH&P	N/A
Tax	Included
Subtotal	\$385,000
TOTAL	\$4,544,267

Exhibit B-1



COSTCO WHOLESALE

SPRINGFIELD, MISSOURI

OFF-SITE SCOPE

One-rdg. X
P. Hrngs.
Pgs. 7
Filed: 06-09-20

Sponsored by: Ferguson

COUNCIL BILL 2020- 134 RESOLUTION

A RESOLUTION

1 AUTHORIZING the Mayor to execute a deed transferring title to a small portion of the
2 Park Board's Dickerson Park Zoo real property from the Park Board to
3 City Utilities for expansion of City Utilities' power substation.
4
5

6 WHEREAS, the City of Springfield, Missouri, by and through the Springfield-
7 Greene County Park Board (the "Park Board") desires to support the availability and
8 expansion of electric utilities to the Zoo and areas north of I-44 ("Supply Area") and to
9 support the needs of the City of Springfield for Use by Its Board of Public Utilities
10 conducting its business as "City Utilities" ("City Utilities") in these endeavors by enabling
11 City Utilities to provide necessary utility services to this region; and
12

13 WHEREAS, the City, the Park Board and City Utilities find and determine it is
14 advantageous and in the best interests of the City, the Park Board, City Utilities and all
15 citizens supplied services by City Utilities to transfer the identified 0.478-acre tract of
16 real property; and
17

18 WHEREAS, the Park Board has authorized its transfer of title to the designated
19 real property to City Utilities, subject to Park Board's Right of Reversion, and City
20 Utilities has authorized its acceptance of title to this real property; and
21

22 WHEREAS, the City, the Park Board and City Utilities agree and recommend this
23 transfer of title with Park Board's Right of Reversion.
24

25 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
26 SPRINGFIELD, MISSOURI, as follows, that:
27

28 Section 1 – City Council hereby authorizes the Mayor of the City of Springfield to
29 execute and deliver such documents, deeds and releases as may be required to convey
30 the real property described in the attached Deed, with Right of Reversion, which has
31 been designated as "Exhibit 1" and is incorporated herein as if fully set-forth, and City
32 Council hereby acknowledges the Park Board's approval for its Chair to execute and
33 deliver such documents, deeds and releases as may be required to convey the real
34 property described in the attached Deed, with the form of the final Deed to be signed by
35 all parties to be substantially similar to the attached Deed, with such changes as shall

36 be approved by the City Attorney's Office, the Mayor and the officers of the Park Board
37 executing the Deed, such officers' signatures thereon being conclusive evidence of their
38 approval thereof, and such other documents, certificates and instruments as may be
39 necessary or desirable to carry out and comply with the intent of this Resolution.

40
41 Section 2 – This Resolution shall be in effect immediately upon adoption.

42
43 Passed at meeting: _____

44
45 _____
46 Mayor

47
48 Attest: _____, City Clerk

49
50 Filed as Resolution: _____

51
52 Approved as to form: _____, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020-134

FILED 06-09-20

ORIGINATING DEPARTMENT: PARKS AND CITY UTILITIES

PURPOSE: Authorizing the Mayor to execute a deed transferring title to a small portion of the Park Board's Dickerson Park Zoo real property from the Park Board to City Utilities for expansion of City Utilities' power substation.

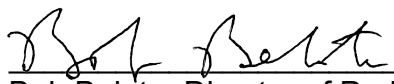
BACKGROUND INFORMATION: City Utilities has approached the Park Board seeking transfer of 0.478 acres of Park Board's real estate at its Dickerson Park Zoo near Hwy 13 and I-44, said property is depicted in the attached "Exhibit 2" and fully described within the legal description included in "Exhibit 1," for expansion and improvement of City Utilities' existing electric substation at this location to meet the future electrical demands and needs of the Zoo and citizens in areas north of I-44.

In 1960 the Park Board transferred a portion of its property at this location to City Utilities for construction of its original substation for this area. The area currently identified by City Utilities was not in use by the Park Board and the Park Board did not have any identifiable future use for this real estate because of its proximity to the already existing utility substation owned and operated by City Utilities. The immediate request from City Utilities is for a 0.478-acre tract of real property adjacent to the previously constructed substation.

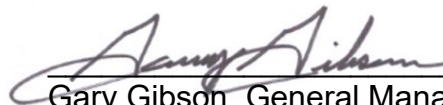
REMARKS: The Park Board and the Board for City Utilities each approved this transfer, and both respectfully request support, acknowledgement and approval of this transfer of title for the 0.478 acres of real property identified herein.

Submitted and Approved by:

Submitted and Approved by:



Bob Belote, Director of Parks



Gary Gibson, General Manager,
City Utilities

Exhibit 1

DEED WITH RIGHT OF REVERSION

GRANTOR: The City of Springfield, Missouri, and the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board ("Park Board"), 1923 North Weller, Springfield, MO 65803.

GRANTEE: City of Springfield, Missouri, for use by its Board of Public Utilities conducting business as "City Utilities" (City Utilities), 301 E. Central Street, Springfield, MO 65802.

THIS DEED, made and entered into this _____ day of _____, 20____, by and between the City and Park Board, as Grantor, and City Utilities, as Grantee, City and Park Board do convey the following described land, subject to Park Board's Right of Reversion, to wit:

A TRACT OF LAND LYING IN THE WEST HALF, LOT 3, NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 680, PAGE 567 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF, LOT 3, NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE ALONG THE SOUTH LINE OF THE WEST HALF, LOT 3, NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, SOUTH 88°12'02" EAST, 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY OF FARM ROAD 143; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT-OF-WAY, NORTH 02°39'39" EAST, 74.25 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY, SOUTH 87°20'21" EAST, 7.35 FEET; THENCE NORTH 50°36'19" EAST, 160.75 FEET; THENCE SOUTH 88°12'02" EAST, 140.56 FEET; THENCE SOUTH 01°47'58" WEST, 10.00 FEET; THENCE NORTH 88°12'02" WEST, 120.00 FEET; THENCE SOUTH 01°47'58" WEST, 170.00 FEET; THENCE NORTH 88°12'02" WEST, 149.99 FEET TO THE POINT OF BEGINNING. CONTAINING 0.478 ACRES, MORE OR LESS. ALL LYING IN THE WEST HALF, LOT 3, NORTHWEST

QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2002.

NOW, THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration, paid by the Grantee, receipt of which is hereby acknowledged, does by these

presents grant, bargain and sell, convey and confirm to Grantee, subject to Grantor's Right of Reversion set-out herein, the property described above.

RIGHT OF REVERSION, Title to the subject property shall revert back to Grantor Park Board if Grantee discontinues its use of this substation or Grantee's mission shall change substantially, at which time Grantee shall thereupon remove its electrical structures and substations and title to this real property shall revert back to Grantor Park Board, unless Grantor declines said transfer.

TO HAVE AND TO HOLD the same with all rights, immunities privileges, and appurtenances thereto belonging unto the Grantee and its successors and assigns forever, subject to the restrictions and reversions set out herein.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this instrument to be executed by its proper officer, duly authorized by its respective Board, the day and year first above written.

THE CITY OF SPRINGFIELD, MISSOURI

**THE CITY OF SPRINGFIELD,
MISSOURI, BY AND THROUGH THE
SPRINGFIELD-GREENE COUNTY
PARK BOARD**

By: _____
Mayor or Acting Mayor

By: _____
Chair or Vice-Chair

STATE OF MISSOURI) ss.
COUNTY OF GREENE)

On this ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, to me personally known, who, being duly sworn did state that they are the Mayor of the City of Springfield, Missouri, and that said document was signed on behalf of said City of Springfield by virtue of and in accordance with authority granted at the City Council Meeting held on or about the ____ day of _____, 20__, and that they acknowledge the foregoing document to be the free act and deed of said City Council, and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri, on the day and year first above written.

Notary Public

Date: _____

STATE OF MISSOURI) ss.
COUNTY OF GREENE)

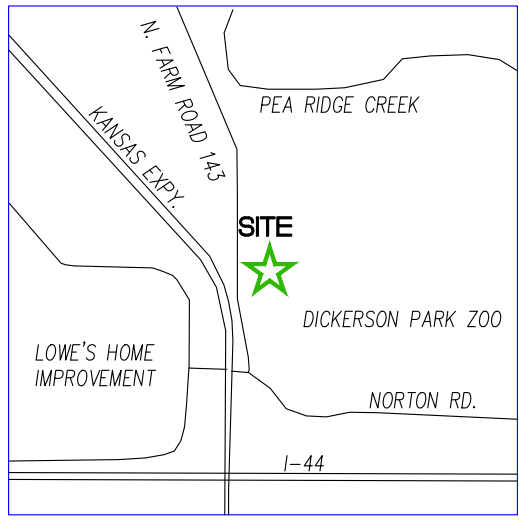
On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, to me personally known, who, being duly sworn did state that they are the Chair/Vice-Chair of the Springfield-Greene County Park Board, and that said document was signed on behalf of said Park Board by virtue of and in accordance with authority granted at the Park Board Meeting held on or about the 12th day of October, 2020, and that they acknowledge the foregoing document to be the free act and deed of said Park Board, and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri, on the day and year first above written.

Notary Public

Date: _____

Exhibit 2

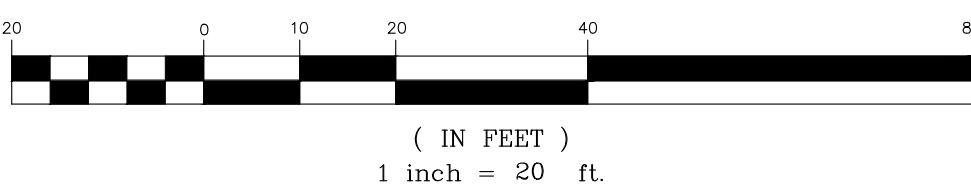


LOCATION SKETCH
SEC. 2, T29N, R22W
NOT TO SCALE

BENCHMARKS

TBM IS A SQUARE CUT ON THE SOUTHEAST CORNER OF THE OF THE CONCRETE TRANSFORMER PAD WITH AN ELEVATION OF 1234.24.

GRAPHIC SCALE



LEGEND

- CP CONTROL POINT
- IP FOUND IRON PIN
- IP SET IRON PIN
- ▲ RWM RIGHT-OF-WAY MARKER
- GY POWER POLE W/ GUY
- MH MANHOLE
- SDO SEWER CLEANOUT
- GM GAS METER
- LP LIGHT POLE
- ▲ SIGN
- WM WATER METER
- WV WATER VALVE
- GV GAS VALVE
- FH FIRE HYDRANT
- ▲ TR TELEPHONE RISER
- BUMPER POST
- GRATE INLET
- TREELINE
- BUSH
- ER ELECTRICAL RISER
- TS TRAFFIC SIGNAL BOX
- MB MAIL BOX
- PROPERTY LINE
- SS SANITARY SEWER
- SW STORM SEWER
- T TELEPHONE LINE
- UT UNDERGROUND TELEPHONE
- G GAS LINE
- W WATER LINE
- E ELECTRIC LINE
- UE UNDERGROUND ELECTRIC
- F FENCE LINE
- RETAINING WALL
- LINE LABELS

SURVEYORS NOTE:

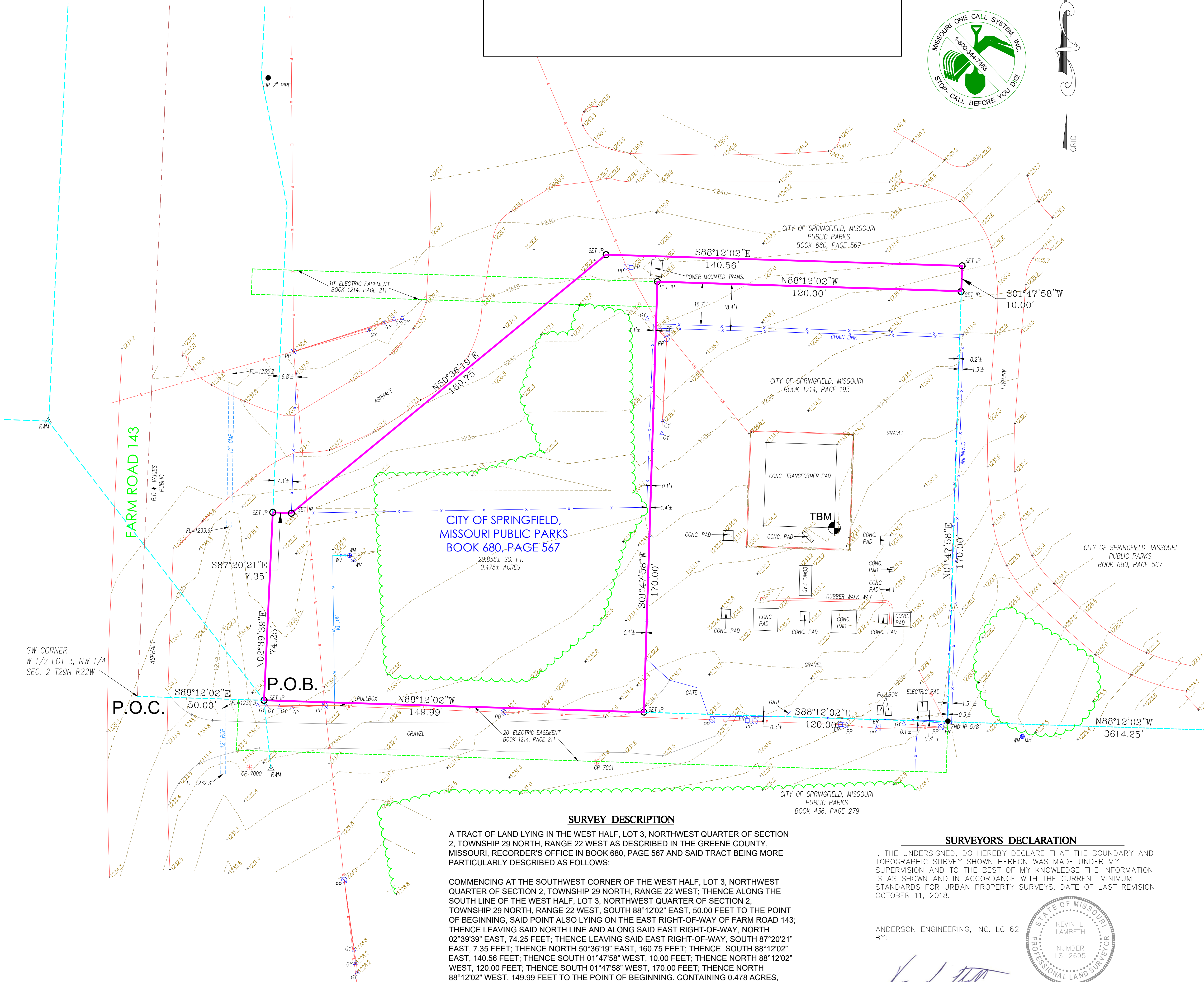
WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NO. 29077G, 0218 E, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 12, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA, NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.

UTILITY NOTE:

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
TICKET:182262205 TICKET:182262231 TICKET:182262238



SURVEY DESCRIPTION

A TRACT OF LAND LYING IN THE WEST HALF, LOT 3, NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 680, PAGE 567 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

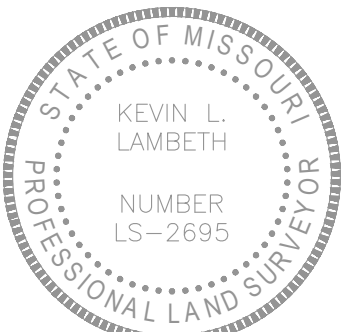
COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF, LOT 3, NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE ALONG THE SOUTH LINE OF THE WEST HALF, LOT 3, NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, SOUTH 88°12'02" EAST, 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY OF FARM ROAD 143; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT-OF-WAY, NORTH 02°39'39" EAST, 74.25 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY, SOUTH 87°20'21" EAST, 7.35 FEET; THENCE NORTH 50°36'19" EAST, 160.75 FEET; THENCE SOUTH 88°12'02" WEST, 120.00 FEET; THENCE SOUTH 01°47'58" WEST, 170.00 FEET; THENCE NORTH 88°12'02" WEST, 149.99 FEET TO THE POINT OF BEGINNING, CONTAINING 0.478 ACRES, MORE OR LESS, ALL LYING IN THE WEST HALF, LOT 3, NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2002.

SURVEYORS DECLARATION

I, THE UNDERSIGNED, DO HEREBY DECLARE THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION IS AS SHOWN AND IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR URBAN PROPERTY SURVEYS, DATE OF LAST REVISION OCTOBER 11, 2018.

ANDERSON ENGINEERING, INC. LC 62 BY:

KEVIN L. LAMBETH, P.L.S. 2695



10-11-18 DATE

CITY UTILITIES

BOUNDARY & TOPOGRAPHIC SURVEY

3204 N. KANSAS AVE. SPRINGFIELD, MISSOURI

DRAWING NO. WB 111-274

SHEET NUMBER 1

OF 1

REVISIONS					DRAWING INFO.			
NO.	DESCRIPTION	BY	DATE	FIELD BY:	KP	TG		
				DRAWN BY:	ACS			
				CHECK BY:	KLL			
				DATE:	10-11-2018			
				FIELD BOOK:	N/A			
				JOB NUMBER:	18SP20094			
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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON COW# 000062 NELL S BRADY PEA E-2000162078

One-rdg. X
P. Hrngs.
Pgs. 7
Filed: 06-09-20

Sponsored by: Council

First Reading:
SUBSTITUTE 1
COUNCIL BILL 2020-109

Second Reading:
SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept additional Community
2 Development Block Grant funds allocated by the U.S. Department
3 of Housing and Urban Development from the Coronavirus Aid,
4 Relief, and Economic Security Act emergency funding and to enter
5 into any necessary agreements and exercise all powers necessary
6 to select and implement any projects for funding; amending the
7 Fiscal Year 2019 Annual Action Plan for the Community
8 Development Block Grant and HOME Investment Partnerships
9 Program; amending the budget of the City's Department of
10 Planning and Development for Fiscal Year 2019 in the amount of
11 \$916,138.00; directing staff to provide Economic Development
12 Business Assistance as a forgivable loan; directing staff to expedite
13 the provision of services by amending existing City contracts; and
14 declaring that this Ordinance qualifies as a one-reading bill
15 pursuant to City Charter Section 2.16(25). (Staff recommend
16 approval.)
17 _____

18
19 WHEREAS, the City of Springfield receives annual grants of funds from the
20 federal Department of Housing and Urban Development ("HUD") Community
21 Development Block Grant ("CDBG") entitlement program to help support affordable
22 housing and other programs to benefit low- and moderate-income persons, as
23 authorized by Special Ordinance 27167; and
24

25 WHEREAS, on March 13, 2020, the President of the United States declared the
26 ongoing Coronavirus Disease 2019 ("COVID-19") pandemic of sufficient severity and
27 magnitude to warrant an emergency declaration for all states; and
28

29 WHEREAS, on March 13, 2020, the Governor of the State of Missouri declared a
30 state of emergency in Missouri in response to the COVID-19 pandemic; and
31

32 WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic
33 Security Act ("CARES Act") was signed into law, making available Community

Development Block Grant Coronavirus (“CDBG-CV”) funds; and

WHEREAS, HUD has allocated \$916,138.00, of CDBG-CV funds to the City; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of the City of Springfield and serves the public purpose of supporting timely response to and recovery from the impacts of the COVID-19 pandemic; and

WHEREAS, public input has been sought via a public hearing of the Citizen’s Advisory Committee for Community Development on May 19, 2020, the distribution of a Housing and Community Needs Survey, and staff assessments of current borrowers, local lenders, business associations, and business owners; and

WHEREAS, City Council conducted a public hearing on Council Bill 2020-109 on June 1, 2020, where it was tabled until June 15, 2020 in order to allow further discussion at the June 9, 2020 City Council luncheon; and

WHEREAS, pursuant to City Charter Section 2.16(25) this Ordinance qualifies as a one-reading bill because it relates to the acceptance of a grant from a federal agency.

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

Section 1 – City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2 – The City Manager, or his designee, is hereby authorized to accept CDBG-CV funds allocated by HUD from the CARES Act as set forth in “Exhibit A,” which is attached hereto and incorporated herein by this reference, and to enter into any necessary agreements and exercise all powers necessary to accept and carry out the grant, including the execution of contracts, provided the form of the contract is approved by the City Attorney, or designee.

Section 3 – The Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program is hereby amended to reflect additional CDBG funds from HUD to supplement existing programs as set forth in “Exhibit A.”

Section 4 – City Council hereby amends the budget of the City’s Department of Planning and Development for Fiscal Year 2019-2020 in the accounts and in the amounts as shown on Budget Adjustment No. 054, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

Section 5 – City Council finds that the budget adjustment made above has been recommended by the City Manager and further finds that the budget adjustment herein is necessary to meet an immediate need for relevant public expenditure that cannot be

80 met by other financial resources.

81
82 Section 6 – City Council directs staff to provide Economic Development Business
83 Assistance, in the amounts provided for in “Exhibit A,” as a forgivable loan.

84
85 Section 7 – City Council directs staff to expedite the provision of both Affordable
86 Housing Assistance and Public Services/Homelessness by amending existing City
87 contracts with service providers in order to deliver assistance to eligible applicants as
88 soon as possible.

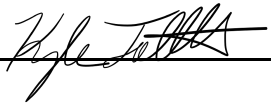
89
90 Section 8 – City Council hereby finds and declares that this Ordinance authorizes
91 the acceptance of grant funds from a state or federal government agency and may be
92 passed as a one-reading ordinance pursuant to City Charter Section 2.16(25). This
93 Ordinance shall be in full force and effect from and after passage.

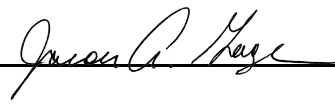
94
95 Passed at meeting: _____

96
97 _____
98 Mayor
99

100 Attest: _____, City Clerk

101
102 Filed as Ordinance: _____
103

104
105 Approved as to form: , Assistant City Attorney
106

107
108 Approved for Council action: , City Manager

EXPLANATION TO SUBSTITUTE 1 COUNCIL BILL 2020-109

FILED: 06-09-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the City Manager, or his designee, to accept additional Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development from the Coronavirus Aid, Relief, and Economic Security Act emergency funding and to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding; amending the Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program; amending the budget of the City's Department of Planning and Development for Fiscal Year 2019 in the amount of \$916,138.00; directing staff to provide Economic Development Business Assistance as a forgivable loan; directing staff to expedite the provision of services by amending existing City contracts; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (Staff recommends approval.)

BACKGROUND: There have been several declarations of emergency by the President of the United States, the Governor of the State of Missouri, the Mayor of Springfield, and the Director of the Springfield-Greene County Health Department regarding the Coronavirus pandemic. Congress enacted the CARES Act to supply emergency funds to prevent, prepare for, and respond to the coronavirus. HUD allocated \$916,138 in CDBG-CV funding for that purpose. HUD also provided emergency guidance along with certain waivers and suspensions of the HOME and CDBG regulations to enable prompt use of the funds.

This amendment will allow the City to implement a rarely used criteria known as Urgent Need National Objective and to direct the funds for the purpose of assisting homeowner, tenant, business and non-profit agency activities. The funds will be applied to activities that meet HUD's eligibility criteria.

City Council conducted a public hearing on this bill June 1, 2020 and tabled it to the June 15, 2020, meeting in order to allow further discussion at the June 9, 2020 City Council luncheon. Based on Council's discussion at the June 9 meeting, this substitute bill incorporates the following changes:

- Allocates \$137,420 in CDBG-CV Contingency to CDBG-CV Affordable Housing Assistance.
- Directs staff to provide Economic Development Business Assistance as a forgivable loan.

- Directs staff to expedite the provision of both Housing Assistance and Public Services/Homelessness by amending existing City contracts with service providers in order to deliver assistance to eligible applicants as soon as possible.

“Exhibit A” identifies the reallocation of funds indicated above.

In addition to the City Council public hearing on June 1, 2020 public input has been sought via a public hearing of the Citizen’s Advisory Committee for Community Development on May 19, 2020, the distribution of a Housing and Community Development Needs Survey and, staff assessments of our current borrowers, local lenders, business associations and business owners.

REMARKS: Staff recommends approval.

Submitted by:



Brendan K. Griesemer, AICP
Assistant Director

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit A

FY-19 Annual Action Plan Amendment

CARES Act Funding

CDBG-CV Projects	HOME Grant*	CDBG-CV Funds	Total Allocation
CDBG-CV Economic Development Business Assistance		403,100	403,100
CDBG-CV Public Services/Homelessness		330,038	330,038
CDBG-CV Affordable Housing Assistance	200,000	183,000	383,000
Total	\$200,000	\$916,138	\$1,116,138

Due to the CARES Act restrictions preventing duplication of payments from different sources, these allocations may be modified by up to 25% of these amounts for purposes of compliance; the total will not be adjusted, only the allocation between projects.

*Funds from FY-19 HOME Grant (\$100,000) and FY-20 HOME Grant (\$100,000)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
054

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21110	17	60110	416010	100152	00000	\$ 916,138	CDBG-CV Stimulus Funds
Net Revenue Adjustment						\$ 916,138	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21110	17	60110	504580	100152	00000	\$ 916,138	CDBG-CV Stimulus Funds
Net Expenditure Adjustment						\$ 916,138	

Fund Balance Appropriation:

Fund	Title	Amount
		-

Explanation: To amend the FY2019-20 budget by appropriating federal grant funding for the Community Development Block Grant CARES act funding in response to the Coronavirus pandemic.

Requested By:

Mary Lily Smith 6/9/20
Department Head Date

Approved By:

DD Hill 6/9/20
Director of Finance Date

Authorization:

Council Bill No. 2020-109 S1
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

34
35 WHEREAS, this appropriation benefits public health, safety and welfare of the
36 citizens of the City of Springfield and serves the public purpose of supporting timely
37 response to and recovery from the impacts of the COVID-19 pandemic; and
38

39 WHEREAS, public input has been sought via a public hearing of the Citizen's
40 Advisory Committee for Community Development on May 19, 2020, the distribution of a
41 Housing and Community Needs Survey, and staff assessments of current borrowers,
42 local lenders, business associations, and business owners; and
43

44 WHEREAS, pursuant to City Charter Section 2.16(25) this Ordinance qualifies as
45 a one-reading bill because it relates to the acceptance of a grant from a federal agency.
46

47 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
48 SPRINGFIELD, MISSOURI, as follows, that:
49

50 Section 1 – City Council hereby makes and adopts the determinations and
51 findings contained in the recitals set forth above.
52

53 Section 2 – The City Manager, or his designee, is hereby authorized to accept
54 CDBG-CV funds allocated by HUD from the CARES Act as set forth in "Exhibit A,"
55 which is attached hereto and incorporated herein by this reference, and to enter into any
56 necessary agreements and exercise all powers necessary to accept and carry out the
57 grant, including the execution of contracts, provided the form of the contract is approved
58 by the City Attorney, or designee.
59

60 Section 3 – The Fiscal Year 2019 Annual Action Plan for the Community
61 Development Block Grant and HOME Investment Partnerships Program is hereby
62 amended to reflect additional CDBG funds from HUD to supplement existing
63 programs as set forth in "Exhibit A."
64

65 Section 4 – City Council hereby amends the budget of the City's Department of
66 Planning and Development for Fiscal Year 2019-2020 in the accounts and in the
67 amounts as shown on Budget Adjustment No. 054, a copy of which is attached hereto
68 and incorporated herein by reference as "Exhibit B."
69

70 Section 5 – City Council finds that the budget adjustment made above has been
71 recommended by the City Manager and further finds that the budget adjustment herein
72 is necessary to meet an immediate need for relevant public expenditure that cannot be
73 met by other financial resources.
74

75 Section 6 – City Council hereby finds and declares that this Ordinance authorizes
76 the acceptance of grant funds from a state or federal government agency and may be
77 passed as a one-reading ordinance pursuant to City Charter Section 2.16(25). This
78 Ordinance shall be in full force and effect from and after passage.
79

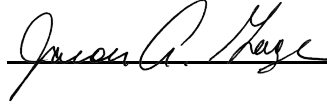
80 Passed at meeting: _____

81
82
83 _____
84 Mayor

85 Attest: _____, City Clerk

86
87 Filed as Ordinance: _____

88
89 Approved as to form:  _____, Assistant City Attorney

90
91
92 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL: 2020- 109

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the City Manager, or his designee, to accept additional Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development from the Coronavirus Aid, Relief, and Economic Security Act emergency funding and to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding; amending the Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program; amending the budget of the City's Department of Planning and Development for Fiscal Year 2019 in the amount of \$916,138.00; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (Staff recommend approval.)

BACKGROUND: There have been several declarations of emergency by the President of the United States, the Governor of the State of Missouri, the Mayor of Springfield, and the Director of the Springfield-Greene County Health Department regarding the Coronavirus pandemic. Congress enacted the CARES Act to supply emergency funds to prevent, prepare for, and respond to the coronavirus. HUD allocated \$916,138 in CDBG-CV funding for that purpose. HUD also provided emergency guidance along with certain waivers and suspensions of the HOME and CDBG regulations to enable prompt use of the funds (see "Exhibits A and B").

This amendment will allow the City to implement a rarely used criteria known as Urgent Need National Objective and to direct the funds for the purpose of assisting with the sustainability of the City's ongoing Loan Program and also support and assist with homeowner, tenant, business and non-profit agency activities. The funds will be applied to activities that meet HUD's eligibility criteria.

Public input has been sought via a public hearing of the Citizen's Advisory Committee for Community Development on May 19, 2020, the distribution of a Housing and Community Development Needs Survey and, staff assessments of our current borrowers, local lenders, business associations and business owners.

REMARKS: Staff recommends approval.

Submitted by:

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

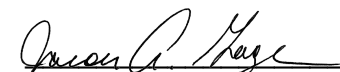
Bob Jones, Grants Administrator

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit A

FY-19 Annual Action Plan Amendment CARES ACT funding

CDBG-CV Projects	CDBG
CDBG-CV Economic Development Business Assistance	\$ 403,100.00
CDBG-CV Public Service/ Homelessness	\$ 330,038.00
CDBG-CV Affordable Housing Assistance	\$ 45,580.00 **
CDBG-CV Contingency	\$ 137,420.00
TOTAL	\$ 916,138.00

Due to the CARES ACT restrictions preventing duplication of payments from different sources, these allocations may be modified by up to 25% of these amounts for purposes of compliance; the total will not be adjusted only the allocation between projects.

**There will be an additional \$200,000 allocated to Affordable Housing Assistance from the FY-19 HOME Grant (\$100,000) and the FY-20 HOME Grant (\$100,000).

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
054

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21110	17	60110	416010	100152	00000	\$ 916,138	CDBG-CV Stimulus Funds
Net Revenue Adjustment						\$ 916,138	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21110	17	60110	504580	100152	00000	\$ 916,138	CDBG-CV Stimulus Funds
Net Expenditure Adjustment						\$ 916,138	

Fund Balance Appropriation:

Fund	Title	Amount
		-

Explanation: To amend the FY2019-20 budget by appropriating federal grant funding for the Community Development Block Grant CARES act funding in response to the Coronavirus pandemic.

Requested By:

Mary Lill Smith 05/26/20
Department Head Date

Approved By:

DD Holt 05/26/20
Director of Finance Date

Authorization:

Council Bill No. 2020-109
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. X
P. Hrngs.
Pgs. 6
Filed: 06-09-20

Sponsored by: Schilling

First Reading:

Second Reading:

COUNCIL BILL 2020- 135

GENERAL ORDINANCE

AN ORDINANCE

SUSPENDING enforcement of Springfield City Code Section 36-450(4)(b), 'Accessory structures and uses,' Section 36-453, 'Supplemental open space and yard regulations,' and Section 36-482, 'Landscaping and bufferyards,' in order to allow the use of open spaces, yards, and bufferyards as outdoor dining spaces to provide additional dining and service opportunities during the Mayor's declaration of civil emergency; and declaring an emergency pursuant to City Charter Section 2.12.

WHEREAS, on March 16, 2020, the Mayor of the City of Springfield, declared a civil emergency in response to the ongoing coronavirus disease 2019 ("COVID-19") pandemic; and

WHEREAS, on March 16, 2020, Springfield City Council, by its passage of Special Ordinance 27293, prohibited certain public gatherings of 50 or more persons; and

WHEREAS, Special Ordinance 27293 authorized the Mayor, during the duration of the declaration of civil emergency, to issue additional orders amending which public gatherings are prohibited; and

WHEREAS, the Mayor has issued subsequent "Stay at Home" and "Road to Recovery" Orders since March 2020; and

WHEREAS, the current "Road to Recovery" Order limits customer occupancy of restaurants and of lawfully approved patio seating to twenty-five percent of the result of the total square footage of the restaurant divided by thirty, and is expected to be in effect until June 15, 2020; and

WHEREAS, on June 15, 2020, occupancy restrictions of restaurants and of lawfully approved patio seating will be restricted to fifty percent of the result of the total square footage of the restaurant divided by thirty, provided state orders allow such level of occupancy and the measures tracked on the Springfield-Greene County Health

Department's COVID-19 Recovery Dashboard indicate reopening further is prudent; and

WHEREAS, City Council, recognizing the impact of these restrictions on the ability of restaurants to effectively and efficiently operate, desires to suspend the enforcement of land use restrictions within all open spaces; and

WHEREAS, City Council finds that suspending this requirement for the duration of the Mayor's declaration of civil emergency, or any amendment thereto, reduces the negative impact of occupancy restrictions on restaurants and eases compliance with said restrictions, and therefore furthers the important public health goal of limiting person to person contact; and

WHEREAS, City Council finds that the enactment of this Ordinance constitutes an emergency pursuant to City Charter section 2.12 in that occupancy restrictions remain necessary to preserve public health, and aiding compliance with these occupancy restrictions relates to an immediate need to preserve public health and safety.

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

Section 1 – City Council hereby suspends, and directs the City Manager to suspend, enforcement of Springfield City Code Section 36-450(4)(b), 'Accessory structures and uses,' Section 36-453, 'Supplemental open space and yard regulations,' and Section 36-482, 'Landscaping and bufferyards,' against applicants who comply with the following:

- (a) Any person seeking to establish outdoor dining facilities in an open space, yard, or bufferyard shall not modify, alter, or remove any existing landscaping materials or screening devices, including, but not limited to, lawns, trees, shrubs, hedges, plants, fences, and walls.
- (b) Any person seeking to establish outdoor dining facilities in an open space, yard, or bufferyard shall make application to the Director of Planning and Development, or the Director's designee, provided that the requested outdoor dining facilities shall abut real property owned or leased by the applicant. Applications shall be submitted on forms approved by the Director of Planning and Development and shall include the following:
 1. A dimensioned site plan that includes the layout of the dining area, distance to restaurant, location of existing trees, flowers and shrubs in proximity to the proposed outdoor dining area, and location of tables and chairs in compliance with the Centers of Disease Control and Prevention social distancing requirements;

- 80 2. The applicant must identify indoor and outdoor dining occupancy and
81 the number of off-street parking spaces available;
82
- 83 (c) The Director of Planning and Development may approve an application to
84 establish outdoor dining facilities in an open space, yard, or bufferyard upon
85 the Director's or Director's designee's determination that the proposed
86 outdoor dining facilities:
87
- 88 1. Are not likely to create a dangerous condition upon public or private
89 property;
90
- 91 2. Will not materially interfere with the use of public or adjacent private
92 property;
93
- 94 3. Meet all applicable codes and ordinances of the city;
95
- 96 4. Do not create a nuisance or endanger the public health, safety and
97 welfare of the community;
98
- 99 5. The placement or use does not violate any other provision of city, state
100 or federal law or regulation;
101
- 102 6. Conform with all applicable city plans and policies of the city;
103
- 104 7. The Director of Planning and Development does not object to the
105 proposed encroachment.
106
- 107 (d) Any use of open spaces, yards, or bufferyards, other than as outdoor dining
108 facilities pursuant to this Ordinance or any other use otherwise permitted by
109 Zoning Ordinance, is prohibited, included, but not limited to, the use of open
110 spaces, yards, or bufferyards for yard games or other activities that
111 encourage people to congregate or share equipment.
112
- 113 (e) The City shall not impose any application or permit fee for outdoor dining
114 facilities that comply with the requirements of this Ordinance.
115
- 116 (f) Any outdoor dining facilities in an open space, yard, or bufferyard, shall be
117 removed no later than seven days after the suspension of enforcement of
118 Section 36-450(4)(b), Section 36-453, and Section 36-482 ceases.
119
- 120 (g) Upon removal of any outdoor dining facilities, open spaces, yards, and
121 bufferyards shall be restored to their condition as existed prior to their use for
122 outdoor dining.
123
- 124 All other provisions of City Code shall remain in effect provided they are not inconsistent
125 with this Ordinance.

Section 2 – The suspension authorized by this Ordinance shall remain in effect until restaurants are permitted one hundred percent occupancy under the Mayor's declaration of civil emergency and any amendment or extension thereto, until the Mayor's declaration of civil emergency is withdrawn, or until November 30, 2020, whichever is earlier.

Section 3 – All other local and state regulations shall remain in full force and effect with exception of Section 36-455(2)(b)(18), 'Off-street parking requirements,' the enforcement of which has been temporarily suspended by General Ordinance No. 6595.

Section 3 – City Council hereby finds and declares that an emergency exists in that temporarily suspending enforcement of land use restrictions for open spaces, yards, or bufferyards for restaurants will aid in compliance with occupancy restrictions during the COVID-19 pandemic and therefore this Ordinance relates to the preservation of public health and safety pursuant to section 2.12 of the City Charter and may be passed in one reading. 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: Kyle Tollett, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020-135

FILED: 06-09-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Suspending enforcement of Springfield City Code Section 36-450(4)(b), 'Accessory structures and uses,' Section 36-453, 'Supplemental open space and yard regulations,' and Section 36-482, 'Landscaping and bufferyards,' in order to allow the use of open spaces, yards, and bufferyards as outdoor dining spaces to provide additional dining and service opportunities during the Mayor's declaration of civil emergency; and declaring an emergency pursuant to City Charter Section 2.12.

BACKGROUND INFORMATION: On March 16, 2020, the Mayor declared a civil emergency in response to the ongoing coronavirus disease 2019 ("COVID-19") pandemic. In addition, City Council adopted Special Ordinance No. 27293 on that same day. Special Ordinance 27293 prohibited certain public gatherings and authorized the Mayor to issue additional orders amending which public gatherings are prohibited during the pendency of the civil emergency declaration.

The Mayor has issued subsequent Stay at Home and Road to Recovery Orders over the past two months. The current Road to Recovery Order limits customer occupancy in restaurants to the result of the total square footage of the restaurant divided by 30 times 25%. Customer occupancy of lawfully approved patio seating is similarly restricted. This restriction is expected to be in effect until June 15, 2020, at which time occupancy will be restricted to the result of the total square footage of the restaurant divided by 30 times 50% provided state orders allow such level of occupancy and the measures tracked on the Springfield-Greene County Health Department's COVID-19 Recovery Dashboard indicate reopening further is prudent.

Recognizing the impact that these restrictions have had on the ability of restaurants to effectively and efficiently operate, this ordinance temporarily suspends enforcement of land use restrictions within all open spaces, including bufferyards and required yard setbacks, in order to allow restaurants to use said open spaces as outdoor dining space. All other local and state regulations shall remain in full force and effect with the exception of off-street parking ratios, the enforcement of which has been temporarily suspended per General Ordinance No. 6595. Additionally, all existing landscape plantings and screening devices, including trees, shrubs, fences, and walls shall be left undisturbed.

Prior to establishing outdoor seating in open space, the applicant must register with the City and provide a dimensioned site plan that includes the layout of the dining area, distance to restaurant and location of tables and chairs in compliance with the Centers for Disease Control social distancing requirements. The applicant must also identify the indoor and outdoor dining occupancy and the number of off-street parking spaces provided. The City will not charge for the review of the proposed temporary outdoor

dining area.

This Ordinance suspends enforcement of land use restrictions within all open spaces for the sole purpose of allowing outdoor dining in open spaces. The suspension does not apply to the use of open spaces for yard games or other similar activities that would encourage people to congregate or share equipment.

This Ordinance will terminate when occupancy restrictions for restaurants are lifted or November 30, 2020, whichever is earlier. Upon termination, restaurants will have 7 days to remove outdoor dining facilities and restore the open spaces to their original condition.

REMARKS: Staff recommends approval.

Submitted by:



Matt D. Schaefer, AICP
Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 06-09-20

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 136

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of \$43,940.00, for the purpose of promoting the attraction of sporting events to the community.

WHEREAS, the Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation, organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area by promoting the City as a host city for quality national and regional sporting events and other ancillary activities; and

WHEREAS, a portion of the Commission's budget comes from the City's fee for collecting the hotel/motel gross receipts tax, with \$91,500 budgeted for Fiscal Year 2019-2020 and \$43,940 budgeted for Fiscal Year 2020-2021.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A", and approved as to form by the City Attorney or her designee.

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

Passed at meeting: _____

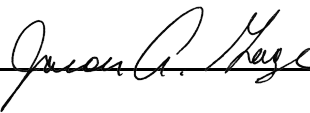
Mayor

Attest: _____, City Clerk

35
36
37
38
39
40
41
42

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-136

FILED 06-09-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of \$43,940.00, to promote the attraction of sporting events to the community.

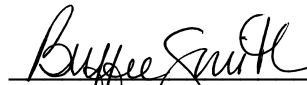
BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities. A portion of the Commission's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for the Commission in Fiscal Year 2019-2020 was \$91,500, and the amount budgeted for Fiscal Year 2020-2021 is \$43,940.

Entering into this Agreement will continue the funding of the Commission from a share of the City's collection fee from the hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of ten perpetual members representing the City, Park Board, City Utilities, Convention & Visitors Bureau, Chamber of Commerce, Springfield R-12 School District, Missouri State University, Drury University, Evangel University and the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), and other directors as elected.

No significant revisions have been made in this year's contract which is similar to the current agreement. The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Submitted by:


Buffee Smith, Contract Administrator

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2020	TERMINATION DATE June 30, 2021	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Greater Springfield Area Sports Commission, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tracy Kimberlin	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be from July 1, 2020, to June 30, 2021, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform services which are more particularly described in *Exhibit 1* and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in *Exhibit 1*.

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. **Annual Reports:** The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. **Other Reports:** The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2020 and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Half of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and One-Twelfth of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004, said collection fees as set forth in Section 70-287 of the Springfield City Code.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. RIGHT OF AUDIT.

A. **Contractor's Books and Records:** The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. **Subcontractor's Books and Records:** The Contractor agrees to include the substance of this section in all subcontracts to

be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. **DISCRIMINATION.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

B. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.S(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. **INDEMNIFICATION AND LIABILITY.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. **ATTORNEY FEES.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. **APPLICABLE LAWS.** The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. **JURISDICTION.** The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. **NOTICES.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. **ENTIRE AGREEMENT.** This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the

attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. **CONTINGENCIES.** This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

GREATER SPRINGFIELD AREA SPORTS COMMISSION, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Exhibit 1

Scope of Services Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2020-2021 Marketing Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff national and regional sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.

One-rdg. _____
P. Hrngs. _____
Pgs. 44
Filed: 06-09-20

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 137

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Springfield Convention and Visitors Bureau, Inc., in the amount of
3 \$2,065,730, for the purpose of promoting travel and tourism within the
4 City of Springfield.
5 _____
6

7 WHEREAS, the Springfield Convention and Visitors Bureau, Inc., ("SCVB")
8 contracts annually with the City to promote economic growth by generating incremental
9 overnight travel; and
10

11 WHEREAS, SCVB receives half of the five percent hotel/motel gross receipts
12 tax, said tax being authorized by Article V of Chapter 70 of the Springfield City Code,
13 less a six percent collection fee retained by the City; and
14

15 WHEREAS, SCVB's total Fiscal Year 2020-2021 budget is \$3,168,488, of which
16 \$2,065,730 is budgeted to come from the hotel/motel gross receipts tax; and
17

18 WHEREAS, these funds are dispersed to SCVB in exchange for their marketing
19 of the City as a desirable destination for travel and tourism.
20

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

24 Section 1 – The City Manager, or his designee, on behalf of the City of
25 Springfield, Missouri, is hereby authorized to enter into an agreement with the
26 Springfield Convention and Visitors Bureau, Inc., said agreement to be substantially in
27 the same form and content as that document attached hereto and incorporated herein
28 by this reference as "Exhibit A", and approved as to form by the City Attorney, or her
29 designee.
30

31 Section 2 – This Ordinance shall be in full force and effect from and after
32 passage.
33

34 Passed at meeting: _____

35
36 _____
37 Mayor
38

39 Attest: _____, City Clerk
40

41 Filed as Ordinance: _____
42

43 Approved as to form: , Assistant City Attorney
44
45

46 Approved for Council action: , City Manager
47

EXPLANATION TO COUNCIL BILL 2020-137

FILED 06-09-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in the amount of \$3,168,488 for the purpose of promoting travel and tourism within the City of Springfield.

BACKGROUND INFORMATION: The Springfield Convention & Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to this Ordinance include the Marketing Plan ("Exhibit B") and SCVB's Proposed Budget ("Exhibit C") for Fiscal Year 2020-2021.

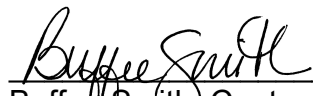
SCVB will receive half of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City, in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Marketing Plan.

SCVB's total Fiscal Year 2020-2021 budget is \$3,168,488, of which \$2,065,730 is budgeted to come from the hotel/motel gross receipts tax; \$150,750, from the Division of Tourism through a Cooperative Marketing Program; and \$555,090, from the private sector, primarily for advertising partnerships and advertising purchases; and \$396,918 from the bureau's fund balance.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council. The Board has approved both the Fiscal Year 2020-2021 Budget and Marketing Plan.

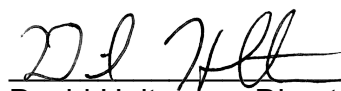
No significant revisions have been made in this year's contract which is similar to the current agreement.

Submitted by:



Buffy Smith, Contract Administrator

Recommended by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2020	TERMINATION DATE June 30, 2021	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, 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) 881-5300 Attn: Tracy Kimberlin	

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2020-2021 and budget recommendations at a cost not to exceed the amount generated and collected by the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2020, to June 30, 2021, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as **Exhibit 1** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in **Exhibit 1**.

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2020; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. 1) A payroll bank account will be maintained containing approximately \$55,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. 2) An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed \$10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget (**Exhibit 2**).

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed the amount generated and collected by the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of the funds derived from the gross receipts tax received by the City, and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the Proposed Budget attached hereto as **Exhibit 2**. Revisions to this budget shall be handled as follows: (1) Budget changes within budget categories may be authorized by the Contractor's designated representative; (2) Budget changes between budget categories require

the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

B. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.S(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or

claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. AFFIDAVIT FOR CONTRACTS OVER \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

c. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay 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

2020/2021 Marketing Plan

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About the Convention & Visitors Bureau

The Bureau Is...

- A non-profit 501 (c) 6 organization
- Committed to promoting and elevating Springfield's status for conventions, meetings, tour groups, sporting events and leisure travel
- Directed by a volunteer board comprised of 14 civic and business leaders
- Supported by a full-time staff of 17, part-time staff of three and nearly 25 volunteers

History

The Springfield Convention & Visitors Bureau was formed in 1979 as the hospitality arm of the Chamber of Commerce. The Bureau was incorporated independently as a not-for-profit corporation under the laws of the State of Missouri in 1989. The CVB is a marketing and service organization that contracts annually with the City of Springfield to promote economic development through travel and tourism.

Mission Statement

The Springfield Convention & Visitors Bureau is dedicated to improving the economic vitality and livability of our community by encouraging the development and growth of the region's visitor and hospitality industry through marketing and advocacy.

Vision Statement

Springfield will be a universally recognized destination, welcoming people to visit, explore, and experience the quality of life we enjoy every day.

Brand Promise

As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of life's simple pleasures.

Core Values

The CVB promotes being collaborative, visionary, loyal, and inclusive in all we do. We uphold integrity as we operate with a sense of trust and accountability.

CVB Contact Information

www.SpringfieldMO.org
(800) 678-8767; (417) 881-5300
(417) 881-2231 – fax

Route 66 Springfield Visitor Center - 815 E. St. Louis Street Springfield, Missouri 65806
Airport Information Center - Springfield-Branson National Airport, Springfield, Missouri

CVB Staff Members

Administration

Tracy Kimberlin, CDME, President/CEO
Tonia Castaneda, Director of Finance/Human Resources
Pamela Girardot, Administrative Marketing Assistant
Shelly Grauberger, Visitor Services Manager
Jennifer Holt, Executive Assistant
Ronn Crandall, Visitor Center Associate
Barbara Bartels, Visitor Center Associate

Marketing

Sean Dixon, Director of Marketing
Steve Ross, Assistant Director of Marketing
Susan Wade, Public Relations Manager
Madison Russell, Content Coordinator
Jane Rips, Partner Development Manager

Group Sales

Dana Maugans, CDME, Director of Sales
Melissa Evans, CHSE, Sales Manager
Lisa Perez, CMP, Sales Manager
Lance Kettering, CSEE, Sports Sales Manager & Executive Director, Springfield Sports Commission
Carrie Chavez, Event Services Manager
Lori Casey, CTIS, Sales and Group Tour Coordinator
Katie Johnson, Assistant Director/Membership Development, Springfield Sports Commission

CVB Board of Directors

Executive Committee

Amy Austin, Chair - SVN/Rankin Company
Dan Reiter, Vice-Chair - Springfield Cardinals
Stephanie Hein, Past Chair - Missouri State University
Joe Wadkins, Treasurer - DoubleTree by Hilton Springfield
Martina Sally, Assistant Treasurer - MSRG Real Estate Group

Board Members

Logan Aguire - 417 Magazine
Bob Belote - Springfield-Greene County Park Board
Todd Brage - Marketing Consultant
Bob Dixon - Greene County Commission
Laura Head Elliott - Bass Pro Hospitality
Bill Hobbs - Elliott Lodging
Matt Morrow - Springfield Area Chamber of Commerce
Zackary Oxley - Hotel Vandivort
Brent Parker - Atrium Hospitality
Collin Quigley - City of Springfield

Executive Summary

The objectives and action plans that follow illustrate planned marketing activities for the 2020/2021 fiscal year. This is by no means a complete list of CVB activities and does not address administrative or many day-to-day responsibilities of CVB staff.

Although not included in this document, various marketing plan statistics and other information used to help determine marketing efforts are updated continuously and are available upon request.

New and/or major projects included or planned for the 2020/2021 fiscal year are listed below.

- The staff will work closely with industry partners to develop significant marketing programs for group business and leisure travel to stimulate room demand as much as possible following the coronavirus pandemic.
- Eligibility for stimulus programs through the CARES Act will be determined and if eligible, the CVB board will determine whether to apply.
- Depending on whether the CVB is eligible for and receives funds through the CARES Act, the board will investigate a low-interest loan to finance marketing efforts for group business and leisure travel.
- Staff will continue pursuing advertising sales and sponsorships to increase private revenue to fund marketing programs. Advertising opportunities will include print publications, website, and displays at the Route 66 Springfield Visitor Center, Springfield Expo Center, and other area attractions.
- Advertising efforts will again encourage partnerships with the local travel industry and the Missouri Division of Tourism to leverage the CVB's advertising dollars. Because of recent decreases in the Missouri Division of Tourism Cooperative Marketing Program budget, the amount available to the Springfield CVB is now at \$330,000.
- As funding opportunities become available, the CVB will partner with the airport to conduct marketing campaigns in cities where the Springfield-Branson National Airport has non-stop flights.
- The CVB will continue to invest financial and staff resources into the production of branded marketing campaigns for the leisure, convention, and sports markets in partnership with advertising agencies Madden Media and Osborn Barr. In addition, an internal brand audit will be conducted to ensure brand standards are met across the CVB's marketing mix.
- Continued efforts will be made to include more diversity in CVB marketing materials and within the staff and board. This includes recruiting diverse applicants, hiring more diverse models for photo/video shoots, and conducting ongoing staff sensitivity and diversity training.
- Consumer advertising partnerships with Bass Pro Shops® Outdoor World®, Wonders of Wildlife, Springfield Cardinals and the Missouri Division of Tourism will be continued and expanded.

- With the anticipated expansion of the Bass Pro Shops “Granddaddy” complex, staff will work with Bass Pro Shops, Wonders of Wildlife and other hospitality representatives to develop a series of public relations, marketing and promotional opportunities to target interest in the facility from media, tour operators, meeting planners and leisure visitors. Additionally, the sales department will solicit outdoor writer groups and invite other meeting planners on familiarization tours in conjunction with the opening of new facilities.
- The use of online advertising, streaming video content, social networking sites (Twitter, Facebook, Instagram, LinkedIn, etc.) and other websites, such as TripAdvisor, will be utilized to enhance the CVB’s online presence and increase awareness of Springfield as a travel destination.
- Local, regional, and national public relations will continue as a high priority to supplement the CVB’s advertising efforts. Deskside visits with regional and national media outlets will become a priority. These efforts will be supplemented with FAM tours with travel writers, bloggers, and other media as needed.
- Other public relations efforts will include conducting press conferences to announce the booking of major conventions and events and using CISION software to the fullest extent by providing press release distribution, maintaining media contacts, and monitoring clippings.
- The CVB will build on the local popularity of the recent branding efforts through the use of logos and other creative assets on apparel and other items internally and in partnership with third-party outlets.
- CVB staff will inform the local legislative delegation of tourism issues and work with them, the Missouri Association of Convention & Visitor Bureaus and the Missouri Travel Alliance to increase the budget of the Missouri Division of Tourism, protect funding for the Cooperative Marketing Program and lobby for other travel and tourism initiatives.
- Tourism attractions and businesses in Greene, Christian, and Polk counties will continue to be included in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.
- The CVB’s Annual Salute to Travel & Tourism Awards Banquet will be continued in 2021 with a focus on the travel industry and CVB marketing efforts.
- Market research efforts have increased over the past several years and will continue to guide the CVB’s marketing efforts. Most research is conducted online by obtaining email addresses of visitors or through focus groups. An annual Advertising Effectiveness Study will be completed.
- The CVB will subscribe to the STR Reports from Smith Travel Research and AirDNA reports to assess overnight travel performance in Springfield.
- Other convention sales efforts include providing financial incentives for major groups to influence their decisions to convene in Springfield, continuing an incentive plan for new convention and sports bookings, increasing trade journal advertising to promote Springfield, subscribing to

online meeting and sporting event planner databases and attending and sponsoring meeting and convention industry trade shows.

- The CVB will work with hotel partners to develop and execute another local convention cooperative marketing campaign targeting meeting planners.
- Continued emphasis will be placed on attracting amateur sporting events to the city. The CVB will manage and work closely with the Greater Springfield Area Sports Commission to attract events to Springfield and develop “owned” events to attract out-of-town teams. The CVB’s sports sales manager also serves as executive director for the Sports Commission.
- The CVB and Sports Commission will partner with the Springfield-Greene County Park Board to make recommendations for a new tournament-grade sports facility, which may include converting the Expo Center into a multi-purpose, indoor sports facility.
- The CVB will continue to advocate for the development of a convention complex. The preferred location is on the lot adjacent to the Expo Center and Jordan Valley Car Park, but other locations are being considered, including the Bass Pro complex.
- If efforts to pass state enabling legislation that would allow Springfield to ask voters to increase the hotel tax from 5.0 percent to up to 7.5 percent are not successful in FY20, efforts will continue in FY21.
- Staff will continue the implementation process for the strategic plan through workgroups made up of staff and board participants and will update the plan in June, 2021.
- Staff will work with city staff and City Council to change the definition of who must collect the hotel tax in order to require short-term rentals to collect and pay the existing sales and hotel taxes.
- The CVB will work in partnership with the board of directors to develop a system for managing advocacy-related issues such as major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.
- The CVB will continue to operate a visitor information kiosk at the Springfield-Branson National Airport and the Route 66 Springfield Visitor Center in the Jordan Valley Car Park. The center will continue to be themed “Route 66” and will be updated to include interactive displays and other improvements.
- The CVB will maintain accreditation through Destinations International’s Accreditation Program. In addition, all staff will be encouraged or even required to obtain certification in their field of expertise.
- The CVB will continue to invest in technology by continuing to use the Simpleview CRM and encouraging the use of the extranet by CVB partners. The CVB’s website will also be converted to the Simpleview CMS platform.

- Other marketing programs and projects may also be developed during the course of the year as opportunities arise. These programs and projects will be addressed in Quarterly Reports.

Marketing

Branding

In FY15, the CVB conducted a comprehensive branding effort. The purpose of that effort was to craft a compelling new identity for the city of Springfield that establishes a distinctive and relevant brand personality, articulates a compelling and sustainable value proposition for visitors, and serves as a powerful filter for all investment, operational and marketing decisions for the CVB for years to come.

As a result of the branding development process, a positioning statement was created to act as a differentiator between Springfield and other travel destinations.

Positioning Statement:

For those who embrace the virtues of a life well-lived, Springfield, Missouri is the pulse of the Ozarks; a thriving, regional hub for commerce and culture that celebrates hard work, freedom, and homegrown values.

Brand Architecture:

Brand Essence	Brand Values	Brand Promise	Brand Experience	Brand Voice
Life's Simple Pleasures	Genuine	As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of Life's Simple Pleasures.	Pulse of the Ozarks	Honest
	Hardworking		Gateway to the Great Outdoors	Thoughtful
	Traditional		Classic Americana	Casual
	Family-Friendly		Homegrown Innovation	Warm
	Natural			Virtuous



The logo that was developed in 2015 and released in 2016 will continue to be used in all CVB marketing efforts. All marketing pieces, including all advertisements, have been transitioned to the new brand messaging, logo, and color palette.

Public Relations

Objective A:

Generate at least 225 regional, national and international media placements featuring Springfield as a travel destination with an ad value equivalency of at least \$400,000 and 40,000,000 impressions.

- Maintain an online media center that includes information for local, regional, and national media.
- Organize and expand the photo and video library for use on the website, by journalists, and in collateral materials.
- Maintain a press pass to allow free access and discounts to local attractions and events to be given to media for press visits and familiarization tours.
- Distribute news releases and calendar of events and pitch stories to keep media informed of developments and events in the area.
- Host site visits for at least 15 qualified journalists to generate articles and awareness of the Springfield area as a travel and convention destination.
- Conduct travel writer familiarization tours with organizations such as Association of Great Lakes Outdoor Writers, North American Travel Writers Association, etc.
- Increase the Missouri Division of Tourism and its advertising/public relations agency's knowledge of the Springfield area by hosting a familiarization tour for key staff. CVB staff will also be encouraged to become more involved with the division by serving on committees, engaging their peers on the division staff, and participating in division functions.
- Partner with the Branson Convention & Visitors Bureau to identify opportunities to collaborate, including story pitches, hosting a familiarization tour for travel media, etc.
- Participate in appropriate travel journalist associations and attend conferences to establish relationships with journalists with the intent of generating regional and national articles about Springfield.

Objective B:

Work with the public relations staff at Bass Pro Shops and Wonders of Wildlife to develop a series of campaigns to generate interest in the facility from media.

- Identify media and related associations that would be interested in Springfield's outdoor destination assets and become members of the associations, as appropriate.
- Work with the convention sales department to identify outdoor and travel media conferences that could meet in Springfield and assist with the proposal by offering pre/post familiarization tours, story ideas, etc.
- Attend media trade shows to pitch stories about the complex.

Objective C:

Maintain a local advocacy plan to increase awareness of the CVB and its impact on the community.

- Host the Annual Salute to Travel & Tourism Awards Banquet with travel and tourism as the primary focus of the event. The event will highlight tourism statistics, key events booked/hosted, CVB major projects, etc.
- Produce and edit content for Issues & Info, a monthly newsletter-style blog distributed to local media, the travel industry, and other interested parties via email.
- Seek opportunities to speak to local media to promote awareness of the CVB and tourism in Springfield.
- Continue promoting a speakers' bureau and provide at least ten public speaking appearances by CVB staff.

- Increase efforts to inform the area travel industry, media, and state/local officials and their staffs, on the CVB's role in developing travel and tourism in Springfield and about planned marketing efforts.
- Meet with local public relations professionals to collaborate on local positive messaging strategies.
- Work closely with CVB sales staff to provide support and services for conventions and events by assisting with press releases, media lists, and other public relations needs.
- Conduct press conferences when select conventions and sporting events are booked or major advertising campaigns are initiated.
- Increase local promotion of the CVB and travel industry during National Travel & Tourism Week and Meetings Industry Day.
- Work with local colleges and universities to promote the CVB website, coupons, and Visitors Guide.
- Partner with third-party outlets to build on the local popularity of the recent branding efforts through the licensing of logos and other creative assets for use on apparel and other items internally and in a retail outlet.

Objective D:

Support travel industry efforts to increase the budget of the Missouri Division of Tourism in order to provide more promotion of Missouri and to protect the Cooperative Marketing Program.

- Maintain a legislative plan to educate new and existing legislators of the impact of tourism and other key industry issues and assist constituents in contacting legislators to inform them of pertinent issues.
- Increase communication with legislators while they are in Springfield.
- Monitor changes in the state legislature that could affect issues impacting tourism, including the Missouri Division of Tourism funding, and respond appropriately.
- Work with the Missouri Association of Convention & Visitor Bureaus, Missouri Travel Council and the Missouri Hotel Lodging Association to develop a strategy for increasing the FY21 budget.
- Arrange a meeting in early December and prior to the start of the legislative session with the area legislative delegation to communicate the legislative strategy.
- Communicate the strategy to the Salute to Missouri Legislators coalition and incorporate it into legislative priorities.
- Participate in the planning and execution of the Salute to Missouri Legislators.
- Participate in legislative activities offered by other organizations such as the Chamber's Legislative Breakfasts and Capitol Day for Tourism with Missouri Travel Alliance and strongly encourage board members and other constituents to attend.
- Conduct legislative visits in Jefferson City as appropriate to the legislative strategy and the current legislative climate.

Objective E:

Continue efforts to increase city and county government understanding of what the CVB is, what the CVB does, and why it is important.

- Conduct CVB orientations for new city council members, county commissioners, and appropriate city and county leadership.
- Develop a printed leave-behind piece explaining what the CVB does and why it is important.
- Conduct regular meetings with appropriate city and county staff on CVB activities and priorities.
- Encourage the use of CVB staff as an expert resource in all matters pertaining to the travel industry.

- Present an annual “State of the Industry” press event to inform the community about key priorities of the travel industry, recent successes, and how they can assist in the future development of tourism resources. This should happen during National Travel & Tourism Week.

Objective F:

Build awareness of the CVB mission and activities and advocate for tourism developments through increased involvement and membership in appropriate organizations and on local boards or committees.

- Continue to advocate for the development of a convention complex and an indoor sports facility.
- Continue participating in discussions regarding the reallocation of the hotel tax previously provided to Wonders of Wildlife.
- Attend meetings with the city, county, Chamber of Commerce, Minorities in Business, and other local organizations to seek partnership opportunities and advocate for tourism-related developments and policies.

Objective G:

Manage major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.

- Work with the board of directors to determine how aggressive the CVB should be in managing major local news stories or local issues and the CVB position on each issue.
- Where appropriate, encourage the city, chamber, and county public information/public relations offices to assist.
- Measure negative publicity in terms of ad value and adjust paid advertising as needed.
- Review the Crisis Communications plan annually with staff.

Collateral Production/Advertising Sales

The Marketing Department is responsible for the production of all CVB collateral materials for the purpose of informing potential visitors about Springfield and creating revenue to be used to generate inquiries and visitors.

Objective A:

Produce collateral materials for the purposes of informing potential visitors about Springfield and generate at least \$180,000 in revenue. Produce the following collateral pieces:

- 2021 Springfield Visitors Guide (80k - 96k quantity) by November 1, 2020, to promote the leisure travel market. The 2021 guide will continue to be designed as an 8.5" x 11" magazine-style book. The guide will include listing grids, display ads, editorial, and coupons for attractions, restaurants, retail, and lodging facilities. The guide will be distributed by mail to visitor inquiries, in local and state information centers, local businesses, and convention/event attendees.
- The bi-annual Springfield Event Guide in spring/summer and fall/winter editions. This publication features 12 pages of event listings and display advertisements. The majority of the guides will be mailed directly to consumers based on previous Visitors Guide inquiries. An additional 5,000 copies of each edition will be available for distribution at local businesses and tourist information centers.
- The 2021 Ozarks Tap & Pour Craft Beverage Tour promoting the region's breweries, wineries, and distilleries. This program is available online.

Objective B:

Generate at least \$60,000 in revenue through the CVB website and other advertising sales.

- Obtain advertising commitments for website enhanced listings, links, and banners.

- Obtain commitments for advertising displays in the Route 66 Springfield Visitor Center and partner attractions such as the Springfield Expo Center, Jordan Valley Ice Park, Ozark Empire Fairgrounds, and other locations as needed.
- Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

Objective C:

Produce promotional materials for the purposes of informing local residents, business owners, and government agencies about what the Springfield CVB is and does for the Springfield community.

Produce the following promotional pieces in-house:

- Produce the “2020 Tourism by the Numbers” (400 quantity) by February 1, 2021. This piece is designed to highlight results from the previous year’s marketing and sales efforts and is produced for distribution at the CVB’s annual banquet in February 2021.
- Produce the 2021 Annual Banquet Invitations (750 quantity) by January 2021.
- Produce a “What Is the CVB?” (digital download) by June 30, 2021. This piece is designed to inform local residents, business owners, and government agencies about what the CVB does and its impact on the local economy.
- Develop a digital campaign to reach local constituents and keep them informed of advertising opportunities, groups coming to the city, and other pertinent information.

Objective D:

Conduct an annual internal Brand Audit to ensure brand standards are met across the CVB’s marketing mix.

- Review all print, digital, and broadcast marketing materials to ensure logo usage, color palette, and font treatments are consistent.
- Review marketing content to ensure alignment with the organization’s mission, vision, and standards of diversity and inclusion.
- Update the Brand Style Guide document as appropriate to meet changing demands for new promotional materials.

Regionalism & Partnership

Objective A:

Encourage attraction and destination marketing organization partnerships.

- Meet regularly with staff from the Branson/Lakes Area Convention & Visitors Bureau and other area chambers of commerce and convention and visitor bureaus to investigate research, marketing, and other partnership opportunities and implement as appropriate.
- Attend the Governor’s Conference on Tourism and Missouri Association of Convention & Visitors Bureau’s annual conference and other industry events, as appropriate, to network with and learn from industry peers.

Objective B:

Work with state and local destination marketing organizations to create a campaign promoting “The Ozarks” as a destination.

- Craft and create a branded campaign promoting tourism in the Ozarks, including destinations in southwest Missouri and northwest Arkansas.
- Work with key stakeholders to help fund and develop marketing initiatives using the branded campaign.

Market Research

Market Research is developed through ongoing programs, including zip code analysis generated from direct inquiries. The CVB also contracts with research firms to conduct specific market research projects. In addition, research conducted by the Missouri Division of Tourism and others is used in the development of the CVB's marketing strategy.

Objective A:

Continue to refine and improve all research efforts.

- Continue to contract with a market research consultant to review existing primary and secondary research and recommend additions and revisions.
- Conduct a Marketing & Media Effectiveness Study for the 2019/2020 advertising campaign.
- Conduct a HALO effect study exploring the effect of tourism marketing on economic development initiatives including business development, education, and retirement.
- Utilize travel research libraries available through Destinations International, Travel & Tourism Research Association, Missouri Division of Tourism, Missouri Association of CVBs, and others to supplement CVB research.
- Utilize the Event Impact Calculator from Destinations International to track and determine the estimated economic impact of groups meeting in Springfield.
- Partner with the Branson/Lakes Area Convention & Visitors Bureau, Springfield Area Chamber of Commerce, and other local partners on research projects, as appropriate.

Objective B:

Obtain the Springfield hotel market mix information from a representative sample of Springfield hotels on a monthly basis to help determine the primary reason for visiting Springfield.

- Identify at least a 40% sample of rooms (as representative and consistent as possible) who will track and report market mix statistics.
- Collect and report monthly and year-to-date statistics.

Objective C:

Obtain Springfield hotel performance statistics through subscription to appropriate Smith Travel Research STR Reports.

- Subscribe to appropriate reports showing daily, weekly, monthly, and year-to-date hotel demand, supply occupancy, ADR, RevPAR, and revenue.
- Maintain membership in the Missouri Hotel Lodging Association to obtain comparative statistics from other Missouri destinations.
- Obtain quarterly "pipeline" reports showing prospective new hotels.

Objective D:

Obtain appropriate AirDNA reports and assess the impact of short-term rentals on Springfield's travel industry.

- Subscribe to appropriate reports showing the number of local listings on short-term rental websites.
- Report statistics as appropriate.

Objective E:

Obtain website statistics for niche markets and advertising effectiveness utilizing Google Analytics.

- Place tracking codes on each CVB URL used to track specific campaigns.
- Measure total website traffic, time on site, bounce rates, geographic origin of traffic, and other website statistics.

- Using information gathered in the Marketing & Media Effectiveness Study, assign a potential visitor spend for each inquiry received through the website and digital marketing efforts.
- Generate monthly reports to guide the development of new marketing campaigns.

Objective F:

Conduct research in FY21 and every two years thereafter of CVB constituents to assess perceptions of the CVB, its current marketing efforts, and overall performance and utilize this information in conjunction with the CVB's Strategic Plan update.

- Based on information obtained in the update of the Strategic Plan, design the research instrument, and place it on the CVB's website.
- Email a link to the survey to all CVB constituents.
- Compile and evaluate survey results.
- Incorporate appropriate results and/or recommended action from the survey into the CVB's marketing efforts, operations, and Strategic Plan.

Objective G:

Continue to update and use the Simpleview Dashboard to create and distribute real-time reporting for the board, senior staff, stakeholders, and other constituents.

- Work with Simpleview to revise the Dashboard as appropriate.
- Monitor the accuracy of the dashboard monthly to ensure data is being pulled and reported correctly.
- Post links to the dashboards in board reports and quarterly reports.

Intercept Marketing

The Route 66 Springfield Visitor Center continues serving visitors to Springfield, many of which are specifically interested in Route 66 travel. In addition, the CVB continues operating the information kiosk at the Springfield-Branson National Airport in the baggage claim area of the terminal and maintains an interactive kiosk at the airport to assist visitors with travel planning. These centers allow the CVB to intercept visitors traveling in Springfield and those headed to other destinations, or those traveling Route 66, to encourage incremental travel to Springfield. Volunteers assist with visitor information packet fulfillment, staffing hospitality tables for convention and sports groups, and greeting visitors at the information centers.

Objective A:

Assist and provide Springfield area information to travelers at both CVB information centers.

- Integrate new technology and displays in the Route 66 Visitor Center to enhance visitor awareness and experience.
- Maintain an interactive kiosk at the Springfield-Branson National Airport to assist visitors when the center is not staffed by CVB part-time workers or volunteers.
- Maintain Missouri Welcome Center Affiliate status through the Missouri Division of Tourism.
- Distribute a regional brochure with a detailed map highlighting Route 66 destinations in southwest Missouri.
- Hire two additional part-time workers to oversee the Airport Information Center during peak times and for expanded weekend hours at the Route 66 Visitor Center. Utilize volunteers to support paid staff at both centers.
- Work with the Missouri Division of Tourism and Missouri Life Magazine to produce a statewide Route 66 map and publication for distribution at points along the Missouri route and in other states along Route 66.
- Continue selling souvenirs with CVB and Route 66 branding.

Objective B:

Implement marketing efforts designed to intercept travelers visiting Missouri.

- Distribute at least 30,000 visitor guides for rack display to advertisers, partners, and visitor centers throughout Springfield, southwest Missouri, state visitor centers, and key cities in bordering states.
- Subject to available budget, utilize CTM Brochure Distribution to distribute visitors guides in Kansas City, St. Louis, and Lake of the Ozarks at various hotels and attractions.
- Promote the Route 66 Springfield Visitor Center and Springfield's other assets at information centers throughout Missouri and bordering states.
- Encourage the Springfield travel industry to increase listing submissions for the Missouri Vacation Planner and advertise in the publication.

Digital Marketing

Marketing efforts to attract the consumer travel market include digital programs through search engine marketing, online banner and rich media advertising, content creation, and the CVB's website, blog, and social media channels. Active participation in social media sites makes Springfield more visible when people search the internet for things to do and places to travel. Enhancements to the site will also be continued in an effort to better reach potential visitors.

Objective A:

Maintain the CVB's websites utilizing updated technology and online marketing to generate more than 1,300,000 visitor sessions and attract visitors to Springfield.

- Continue a mobile-first approach (design for mobile and tablet before designing for desktop applications) when designing CVB websites and other digital assets.
- Maintain a fully-responsive design for the CVB website, including utilizing the new brand standards.
- Stay engaged in emerging website trends and apply them to the site, when appropriate.
- Continue to support the Springfield Area Sports Commission website and partner with a third-party vendor to make aesthetic and functional changes as necessary.
- Maintain the online calendar of events while ensuring the calendar is accurate, up-to-date, and thorough with all partner events.
- Utilize Google Analytics to track website traffic and advertising effectiveness by campaign.
- Increase participation in the Missouri Division of Tourism Search Engine Marketing (SEO) Campaign utilizing Google Adwords.
- Register new website addresses and renew current ones to use in advertising campaigns to track individual advertising response to the website.
- Continue providing an opportunity for meeting/event planners to submit RFPs online directly to group sales staff.
- Send e-blasts promoting activities and attractions to convention/sports attendees via the Meetingmax email platform.
- Enhance website advertiser listings with photo galleries, interactive maps, and/or video options.
- Continue to discuss and recommend additional changes and improvements to the website and other technology issues during staff meetings and meetings with the local travel industry.
- Create category-specific content for all areas of the site, focusing particular attention on coupons, itineraries, partner listings, and calendar of events.
- Develop new sections of the site for local advocacy, international visitors, minority-owned businesses, and volunteer recruitment.

- Utilize third-party website developers to assist in the implementation of website projects and ideas throughout the year.

Objective B:

Create an email marketing campaign targeting potential and return visitors to Springfield and maintain an open rate average of at least 15%.

- Encourage subscription to email promotions and execute at least 52 seasonal email campaigns.
- Distribute events and niche market promotions as appropriate.

Objective C:

Develop a comprehensive content strategy, utilizing research from an outside vendor, in an effort to obtain large amounts of multipurpose content (ie. articles, photos, videos, podcasts, etc.) that can be used across a variety of channels.

- Continue to improve the online photo gallery to be more user-friendly and easier for staff to maintain.
- Update professional videos for the leisure, sports, and convention markets with new branding. The videos will be used in sales presentations, online advertising pre-roll, on the CVB website, and YouTube.
- Create video b-roll reels for media and develop an online video library to organize video content.
- Create a photo/video asset co-op program with CVB advertisers/partners to obtain new quality images featuring diverse people enjoying Springfield's tourism assets.
- Create campaign materials emphasizing meeting options near major attractions or other activities appealing to meeting delegates and attendees.

Objective D:

Utilize a variety of social media services to maintain relationships with constituents, encourage overnight travel, increase repeat visits to Springfield, and drive traffic to the CVB's main website. Social efforts should generate at least 3 million engagements and 25% organic reach.

- A social media plan will be developed to integrate all social messaging and provide a framework for outlining goals to provide a clear return on investment (ROI).
- Rebrand the CVB industry blog and social channels (currently Issues & Info) and continue using the platform to share tourism-related issues important to the community, CVB projects, and upcoming conventions and events and encourage constituents to read and/or subscribe to the blog.
- Work with guest bloggers to provide unique niche content to the CVB blog and social media efforts.
- Refer at least 8% of traffic to SpringfieldMO.org from social media postings.
- Merge all leisure social channels under a unified brand. Increase following to over 120,000 for Facebook, 20,000 for Twitter, and 25,000 for Instagram.
- Achieve a 10% engagement rate across all social channels.
- Work with the Springfield Area Chamber of Commerce and other partners to develop an integrated social strategy highlighting interesting local stories and photos.
- Monitor mentions of Springfield on various social media and reply as appropriate to questions or comments from visitors.
- Utilize TripAdvisor and other user-generated content websites to monitor Springfield's position and respond to negative comments and questions.
- The CVB will monitor and share news stories and blog posts about local attractions, events, and tourism-related issues on all social channels.

- Continue utilizing the CVB's digital channels to reach incoming meeting/event social media channels to promote attendance, welcome the groups to Springfield, and inform them about all that Springfield has to offer while they are in the city.

Objective E:

Continue working with Simpleview to design and develop a new website for SpringfieldMO.org.

- The existing website has been live since 2014 and is currently maintained by CVB staff.
- A new website would address the needs outlined in Objective A and any additional needs as identified by CVB staff and the potential developer who would be retained for maintenance.

Advertising Campaigns & Cooperative Marketing

CVB advertising efforts are significantly focused on the consumer travel market segment. A small campaign targeting meeting, convention, and sports planners is used primarily for branding purposes and to keep Springfield in the minds of planners, while the majority of resources targeting these markets are focused on trade show participation and direct sales.

With the outbreak of the COVID-19 virus in early 2020, travel will remain a difficult target well into FY21. All plans outlined in the following sections are subject to change and adjustment based on federal, state and local guidelines along with other consumer data and considerations.

Each year the CVB applies for matching funds for marketing projects through the Missouri Division of Tourism. The Promote Missouri Fund provides cooperative marketing opportunities for destination marketing organizations in Missouri. For FY21, the CVB has applied for \$330,000 from the Marketing Matching Grant program that provides funds for up to 50% of the total cost of the approved project. Each submitted project is graded by evaluators and projects assigned a pass/fail grade.

If awarded the funds, the CVB will conduct a more than \$1 million multi-channel media advertising campaign with partners MDT, Bass Pro Shops/Wonders of Wildlife, and the Springfield Cardinals. These partners allow the CVB to stretch its advertising dollars for both the CVB and its partners, providing Springfield a stronger impact on tourism advertising than the CVB could make by acting alone. Project implementation is contingent upon approval and subsequent state funding.

The CVB has retained Madden Media as its digital agency of record. Madden Media is responsible for media planning, placement, and strategy for all digital advertising for the CVB.

The CVB will continue putting an increased effort on recruiting diverse talent to showcase in its marketing materials. Staff will work with the marketing committee of the board and the Division of Diversity and Inclusion at Missouri State University to periodically review marketing materials to ensure they are featuring diverse talent and showcasing Springfield as a welcoming community to visitors from diverse backgrounds.

The branding initiative that launched in FY15 will guide the development of future advertising campaigns featuring "Life's Simple Pleasures." The following campaign statement identifies the emotional core for which the campaign will be based.

*Of all of life's simple pleasures, being true to yourself is the greatest.
It's knowing who you are and doing the things you love with the people you love. And while this sounds simple, it's actually quite difficult. It doesn't necessarily come easy. It takes effort, thought, and*

dedication. Springfield has figured this out. A metropolitan city that still feels like a small town. A place where you can make a difference. Progressive, but rooted in something wonderfully comfortable and familiar. A place that hasn't forgotten it's the small things that make life big and full.

Leisure Advertising

Objective A:

Develop and execute a special consumer-focused campaign designed to kickstart regional leisure travel as a recovery to the outbreak of COVID-19.

- Work with area hotels to offer booking specials for multi-day visitors.
- Incentivize visitors with offers, specials, reimbursements, and rebates for area attractions, retailers, and restaurants.
- Work with state and local officials to create a set of safety guidelines for the hospitality industry and clearly explain them to potential visitors.
- Coordinate execution of the plan with other marketing efforts described in Group Sales, Objective B.

Objective B:

Generate at least 40,000 tourist inquiries and more than 1,300,000 website visitor sessions through consumer market advertising efforts.

- Develop a magazine and digital schedule and a broadcast flight plan.
- Work with partners to develop and implement a promotional campaign in select target cities.
- Continue targeting St. Louis Cardinals baseball fans on the Cardinals Radio Network.
- Continue the rapid growth of digital marketing programs with an emphasis on social media content.
- Utilize a targeted email marketing campaign to support the consumer market advertising campaign.
- Make a concerted effort to include more diverse photos and videos in all marketing materials.
- Track inquiry responses utilizing the Simpleview database.
- Incorporate tourism attractions and businesses in Greene, Christian, and Polk counties in CVB marketing efforts and fulfillment materials as required by the Missouri Division of Tourism's Promote Missouri Fund countywide designation.
- Measure the results of the project quarterly and annually as required by the Missouri Division of Tourism.

Objective C:

Develop partnerships to assist with CVB advertising efforts, generating at least \$872,300 from partners.

- Generate \$165,000 in cooperative advertising partnerships with local hotels and attractions.
- Generate \$383,800 in advertising sales and partnerships with local attractions, restaurants, hotels, and retail shops.
- Apply for \$330,000 in the Missouri Division of Tourism Promote Missouri Fund Marketing Matching Grant program.

Objective D:

Develop a marketing campaign in partnership with the Springfield-Branson National Airport to reach potential visitors in cities where Springfield has non-stop flights.

- Obtain funding for the program through airport grants.
- Work with the airport, advertising agency, and other partners, as appropriate, to create an advertising campaign.

- Implement the program and track results.

Objective E:

Partner with Brand USA and the Missouri Division of Tourism to develop targeted international marketing campaigns.

- Work with Brand USA to identify Springfield points of interest to international visitors.
- Identify other available international marketing opportunities available through partnerships and participate, where appropriate.

Convention/Sports Advertising

Objective A:

Build awareness of Springfield as a convention and sporting event destination by placing at least \$60,000 in advertising.

- Develop a media plan targeting the meeting/convention and sports market.
- Create new print and digital advertisements utilizing new CVB branding and featuring Springfield meeting facilities.
- Submit advertising creative to publications and websites for the meeting/convention and sports market, including a mechanism for tracking responses.

Objective B:

Develop an advertising/marketing campaign with a budget of \$50,000 to support the pandemic recovery promotion described in Group Sales, Objective B.

- With Group Sales and participating hotel representatives, determine appropriate collateral and marketing materials.
- Develop a media plan targeting state association planners and other segments identified by Group Sales and participating hotel representatives.
- Create new print and digital advertisements for the campaign.
- Coordinate execution of the plan with other marketing efforts described in Group Sales, Objective B.

Group Sales

Market Segments

The 2020/2021 group room night booking goal is 64,000 room nights (individual market segment goals are listed below). In order for a group to count toward the group room night goal, the Sales Department must be responsible for generating the sales lead. The goal is based on business booked but not necessarily consumed during the fiscal year.

State Association Market

This market includes Missouri-based associations and focuses on maintaining relationships and involvement with key industry-related organizations such as Missouri Society of Association Executives, Society of Government Meeting Planners, Missouri Travel Council, Missouri Division of Tourism, and assisting with legislative activities as directed.

Regional/National Association Market

This market includes all associations that are not Missouri-based. Segments include agriculture, cultural, fine arts, conservation, environmental, medical, technical, trade, commercial, and business.

Religious Market

Because of Springfield's central location, affordability, community atmosphere, and close proximity to Branson, this is a niche market for Springfield. The Assemblies of God National Headquarters in Springfield continues to provide the community with numerous meetings and overnight travel.

Sports Market

Springfield has proven to be a top location for many amateur sporting events due to its central location, affordability, and abundance of sporting venues.

The CVB sports sales manager serves as executive director for the Springfield Area Sports Commission and supervises an assistant director employed by the Sports Commission. Both organizations work together to develop and secure amateur sporting events. The Sports Commission began hosting an awards event in 2013 to increase the visibility of the Sports Commission within the sports community, raise money for the association and acknowledge area high school athletes and teams and will continue to do so in 2021.

Social/Fraternal/Hobby/Avocational Market

This market continues to be strong for Springfield because of the city's location and area attractions.

Group Tour/F.I.T. Market

Branson continues to rank as one of the top group tour destinations according to the National Tour Association and the American Bus Association. Efforts have increased in this market due to the opening of Wonders of Wildlife and Bass Pro developments.

Government Market

This market includes group business generated by the state or federal government. Many state government events occur at the Lake of the Ozarks during shoulder seasons and receive heavily discounted hotel rates, making it difficult for Springfield to compete effectively in this market.

Corporate Market

Most corporate meetings are booked directly with local hotels, however, many local corporations are booking meetings and conventions in cities other than Springfield. In response to this trend, the CVB will increase emphasis on this market segment.

Education Market

Increased emphasis on the education market will be made because of the number of colleges and universities in Springfield.

Conservation, Wildlife, Outdoor and Similar Groups

The CVB has focused on this market for the past several years but will place more emphasis on conservation-related groups because of Wonders of Wildlife, Bass Pro, and future developments.

Group Sales Efforts

Objective A:

Through efforts initiated by the CVB group sales staff, book 45,000 room nights from the meetings and conventions market during FY21.

Action Plans:

- Research and solicit meetings, conventions, and sporting events targeting key market segments.
- Maintain membership in industry-related organizations such as PCMA, ASAE, MSAE, SGMP, and RCMA.
- Attend industry trade shows (depending on budget) as outlined in the Proposed Trade Show & Sales Projects Schedule (see page 24 for a list of trade shows and projects).
- Work with convention hotel partners and key venues to create a solid action plan for a Top-25 Hit List of key prospecting accounts and determine action steps needed for each account on what it will take to bring these groups to Springfield. Create a seven-steps action list with a completion date.
- Host quarterly Sales Awareness Committee meetings with hotel and venue sales representatives.
- Develop a meeting planners advisory group to seek input on sales activities conducted by the sales department. Invite local and non-local planners to participate in group discussions.
- Conduct two annual familiarization tours to showcase Springfield.
- Refresh meeting planner email templates every six months to showcase what is new in Springfield.
- Update the meetings section of the website as needed.
- Continue to use SendSites electronic bid proposal services.
- Solicit outdoor writer and conservation groups in conjunction with Bass Pro Shops and Wonders of Wildlife.
- Work with attractions on hosting complimentary site visits for convention planners and package deals for convention attendees.
- Solicit groups that meet during shoulder period months - November, December, January, and February. Offer additional incentives to these groups.

- Host a meeting planner/industry workshop, networking event, or other activity on Global Meetings Industry Day. Utilize social media to showcase the importance of the meetings and convention sector of the tourism industry.
- Utilize LinkedIn as a solicitation tool by updating content weekly, posting industry articles, and staying active on the social media platform.

Objective B:

Develop enhanced promotions to generate bookings during the reopening phases of the COVID-19 pandemic.

- Partner with convention hotels on COVID-19 recovery promotional ideas.
- Conduct a follow-up meeting planner survey after the COVID-19 recovery and reopening phase has been in place for two months.
- Work with hotel partners to offer a “No Attrition” promotion.
- Offer additional financial incentives to qualified groups.
- Research and offer ways to conduct virtual/hybrid meetings and events.
- Offer a “Show Your Badge” program for leisure attraction discounts for conference attendees.
- Work with hotels and venues to ensure meeting planners are comfortable with new COVID-19 mitigation cleaning and sanitation practices and include this information with bid proposals.
- Promote the new digital version of the Meeting Planners Guide, postcards, and recovery phase Simpleview templates.
- Conduct a local sales blitz utilizing the Chamber of Commerce, 417 Magazine, Springfield Business Journal, local universities, and influencers to encourage booking meetings in Springfield.
- Create a virtual site visit and conduct in-person site visits for qualified convention and event planners.
- Conduct a telemarketing sales blitz utilizing Knowland and MINT subscription database services and other lead sources.

Objective C:

Through CVB sports sales efforts, book 17,000 room nights in the sports market.

- Research and solicit sporting events that can utilize Springfield and area sports venues.
- Maintain membership in industry-related organizations, such as Sports ETA.
- Attend industry trade shows (based on the budget) as outlined in the Proposed Trade Show & Sales Projects Schedule.
- Work in partnership with the Springfield Sports Commission to secure new amateur sporting events.
- Continue a local organizing committee and procedures for MSHSAA Basketball Championships and other events to ensure the event a success and future bookings.
- Continue soliciting emerging sports (ie. pickleball) and target sports (ie. archery and rifle).
- Enlist the assistance of convention sales staff to identify and solicit sporting events.
- Continue providing exceptional service to existing sporting events to ensure rebooking.
- Assist the Sports Commission in developing booking incentives.
- Assist the Sports Commission in developing a comprehensive advertising/cooperative marketing plan.

Objective D:

Increase the number of group rooms as a percentage of total rooms in Springfield hotel properties during FY21.

- Review CVB hotel statistics for trends and ensure participation in market segment statistics from designated hotels.
- Utilize STR's Destination Report Day Trend Report to help assess group room demand.
- Educate planners on the importance of encouraging delegates to book inside the block; offer financial incentives as appropriate.
- Consider the ROI when offering a group incentive based on time of year, existing booked groups during that time, budget, etc.
- Work with hotel and facility partners to offer financial incentives to single-property pieces of business as necessary.
- Partner with the Springfield Hotel Lodging Association to identify annual events that produce a large number of overnight rooms.
- Utilize the new "Meet in Missouri" legislation (if funds become available) to attract out-of-state conventions and work with the Missouri Association of Convention & Visitor Bureaus to develop additional state incentives.

Objective E:

Pursue the group tour market to book overnight stops and attraction visits within the city.

- Attend tour- and travel-related events (when budget allows) as outlined on the Proposed Trade Show & Sales Projects Schedule (see page 24 for a list of trade shows and projects).
- Consider hosting the Missouri Bank Travel Exchange or another tour-related event, such as Travel South, to promote Wonders of Wildlife and increase overnight group tour travel.
- Develop new and unique group travel itineraries and escort notes as new attractions open.
- Promote virtual site visits.
- Utilize new marketing templates when needed.
- Partner with Branson on group travel events and familiarization tours.
- Add a Group Travel section to the website.
- Identify and retain existing group tours.
- Work with tour operators on new COVID-19 mitigation practices and keep them abreast of existing orders in Springfield.
- Work with local attractions to encourage group tour travel.

Trade Shows and Special Projects

Event	Location	Date
Local Sales Blitz	Springfield	June/July 2020
MU Conference Planning Office - Presentation	Columbia	June 10, 2020
Missouri Society of Association Executives - Sponsor education session/Sales Blitz	Jefferson City	July 14, 2020
Missouri Event Summit	Jefferson City	August 2020
Telemarketing Sales Blitz	Springfield	August 2020
Sports ETA (<i>Rescheduled from FY20</i>)	Kansas City, MO	August 2-5, 2020
Connect Marketplace	New Orleans, LA	August 17 - 20, 2020
Connect Sports	New Orleans, LA	Aug 17-20, 2020
Connect Faith	Sandusky, OH	Sept 30-Oct 1, 2020
Missouri Connect FAM Tour	Springfield	October 2020
Missouri Connect	Lake of the Ozarks	October 2020
USSSA National Conference	Daytona Beach, FL	November 2020
Society of Government Meeting Planners Extravaganza	Jefferson City	November 2020
Travel South USA International Showcase	New Orleans, LA	December 6-9, 2020
Missouri Society of Association Executives - CEO Leadership Summit AND annual meeting and Holiday Party	Jefferson City	Dec 10-11, 2020
American Bus Association	Baltimore, MD	January 29-February 2, 2021
Religious Conference Management Association	Charlotte	February 2021
Missouri Natural Resources Conference	Lake of the Ozarks	February 4, 2021
Travel South Domestic	Huntsville, AL	February 8-11, 2021
Military Reunion Network	TBD	Spring 2021
Christian Meetings & Conventions Association	TBD	Spring 2021
Missouri Bank Travel	TBD	March 2021
Kansas City Chapter of Meeting Planner's Intl.	Kansas City	April 2021
Sports ETA	Birmingham, AL	April 2021
Convention Planner Familiarization Tour	Springfield	May 2021
Client Night at Hammons Field	Springfield	June 2021
Sports Commission Awards	Springfield	June 2021

Event Services

The CVB provides support services for groups meeting in Springfield, including pre-convention planning and providing area information, registration assistance, promotional materials, news releases, convention alerts, website access, city dignitary welcomes, name badges, shuttle service, centralized housing, and other services as outlined in the bid proposal package. These services are designed to assist and promote a positive experience for the meeting planner when conducting meetings, conventions, and events in the city, thus generating repeat bookings. Services are offered to groups booked by the CVB and groups booked by hotels.

Objective A:

Provide exceptional service and exceed the expectations of meeting planners by providing event services tailored to groups working with the CVB.

- Send convention alerts to media, hotels, attractions, and restaurants to notify partners of upcoming large conventions and events so they can properly staff their facilities. Encourage businesses to welcome groups on marquees, offer discounts, etc.
- Assist groups with resources when requesting virtual/hybrid meetings
- Utilize the CVB's social media channels (ie. Twitter, LinkedIn, Facebook, etc.) to welcome groups to the city.
- Provide attendance-building and publicity assistance for groups meeting in Springfield by sending out email messages with the CVB's website video link, posting welcome messages on Facebook and other social media pages, and encouraging convention and sports groups to post about the city and events.
- Offer the Springfield promotional video and/or other promotional tools in advance to groups that will meet in Springfield.
- Continue utilizing the online meeting planning toolkit and update and/or add resources as they become available, such as green initiatives, corporate social responsibility, and a speakers' bureau.
- Promote attraction group packages to convention and event attendees.
- Promote advertisers and partners at hospitality tables and for business referrals.
- Provide a training session for hospitality booth workers prior to peak convention/event months.
- Offer a local professional speakers' bureau to groups and create a promotional piece highlighting this service in bid proposals.
- Promote the CVB's responsive website at hospitality tables and encourage attendees to use it to locate local restaurants, attractions, and other businesses.
- When appropriate, attend events booked in Springfield one year in advance to promote Springfield and build attendance for the conference.
- Maintain membership in the Event Services Professional Association.

Objective B:

Provide exceptional housing bureau services to qualified groups.

- Utilize Meetingmax for all housing groups, providing training to CVB staff and meeting planners as needed.
- Host informational meetings about Meetingmax for frontdesk employees, reservation managers, and sales managers for upcoming groups as needed.
- Utilize Meetingmax's pre- and post-activity email capabilities to provide welcome emails to event attendees and encourage extended stays to enjoy all of Springfield's amenities.

Objective C:

To assess the satisfaction of meeting planners hosting events in Springfield, the CVB will utilize a new survey through Survey Monkey to all meeting planners and obtain at least a 75 percent return rate on questionnaires.

- Utilize Survey Monkey to create and distribute surveys to all meeting planners one day following the conclusion of the event.
- Review surveys annually and adjust to increase the response rate.
- Track responses and report results to appropriate facilities.



Training

Staff & Volunteers

In addition to normal and ongoing staff training, the CVB encourages staff members to expand their knowledge throughout their careers. Where appropriate, the staff is encouraged, and may eventually be required, to become certified by professional organizations in their specific area of responsibility. All department heads have received or are currently pursuing the Certified Destination Management Executive designation through Destinations International.

Objective A:

Continue increasing staff and volunteer knowledge by making available learning opportunities.

- Identify software training needs for staff members and utilize classes offered at area colleges and universities and the Springfield-Greene County Library District.
- Continue participation in the City of Springfield's Life Save program to ensure that a minimum of 75% of the staff is CPR certified and trained on the use of the AED.
- Participate in appropriate group webinars offered by Destinations International, Simpleview, Missouri Division of Tourism, and other industry organizations.
- Provide sales training for the group sales staff, partner development manager, and marketing sales coordinator.
- Continue training on diversity and inclusion through the Missouri State University Office of Diversity and Inclusion and/or utilizing other diversity experts.
 - Meet with community leaders to improve efforts to highlight the diverse communities of the Ozarks.
 - Assist MSU's Office of Diversity and Inclusion, Chamber of Commerce, and the city in developing diversity and inclusion training for management and frontline staff in the hospitality and retail industries.
- Conduct a CVB orientation for new staff, board, City Council, County Commission, and key city and county staff.
- Send staff to appropriate training conferences and sessions throughout the year.
 - Send four staff members to the Governor's Conference on Tourism.
 - Send two people to the Destinations International annual convention.
 - Send four staff members to the Missouri Association of Convention & Visitor Bureaus Annual Educational Conference.
 - Send one person to the Simpleview Users Conference.
 - Send one person to the PRSA Travel and Tourism Conference.
 - Send one person to the Destinations International Convention Sales Summit.
 - Staff will enroll in various educational sessions while at conventions and trade shows.
- Staff is encouraged to obtain or maintain industry certifications.
 - The president/CEO and sales director will maintain requirements to continue Certified Destination Management Executive (CDME) status from Destinations International.
 - The marketing director will complete requirements and the director of finance/human resources will begin classes to obtain Certified Destination Management Executive status from Destinations International.
 - Sales Managers will continue coursework to maintain Hospitality Sales and Marketing Association International (HSMAI) Hospitality Sales Executive Certification, Certified Travel Industry Specialist, and Convention Industry Council Certified Meeting Planner designation.

- Sports Sales Manager will maintain the Sports ETA Certified Sports Event Executive Certification.
- Determine and address training needs for other staff members as needed.

Objective B:

Identify and provide appropriate management and skills training for management.

- Determine training needs and address as appropriate (Excel training, Simpleview, etc.)
- Identify and provide personnel management and human resources training for all management through People Centric Consulting Group as needed.
- Provide appropriate required reading (books, articles, etc.) for personnel management.
- All department heads will identify other CVBs that have developed considerable expertise in various areas of CVB operations and marketing and after approval by the president, utilize them as mentors.

Objective C:

Develop a training program specifically for part-time employees to ensure they have the necessary information and resources to be effective in their positions.

- Part-time employees will visit with each staff member to gain a better understanding of what each person does for the CVB and how to direct phone inquiries.
- Develop manuals for the information center desks with a staff directory, phone instructions, standard operating procedures, and other relevant information.
- Conduct refresher training for employees as needed.
- Require employees to enroll in and complete the Discover SGF training program.
- Part-time Airport Center staff will crosstrain at the Route 66 Visitor Center.

Objective D:

Continue to increase staff and partner knowledge and use of Simpleview CRM.

- Work closely with the account team at Simpleview to ensure staff and partners are utilizing the capabilities of the system to the fullest and most efficient extent.
- Fully utilize the Connect SGF extranet to distribute and respond to sales and leisure tourism leads, update partner business information updates, update the online calendar of events, sign up for advertising/sponsorship packages, and RSVP for CVB events.
- Conduct bi-annual member/partner training sessions to ensure partners are fully utilizing Connect SGF (extranet).
- Assign staff key areas of responsibilities for optimal use of the Simpleview CRM and develop a core staff team of experts on all sections of the system.
- Be involved in the Simpleview user group and attend meetings as appropriate.
- Conduct follow-up training with CVB staff as appropriate.

Objective E:

Secure and train an adequate number of volunteers to assist at information centers, convention, and event hospitality booths and with other tasks as necessary.

- Assess volunteer needs at information centers and align schedules with flight arrivals and as needed.
- Secure an appropriate pool of qualified and capable volunteers through sources such as referrals and local volunteer sites.
- Provide appropriate training for volunteers.
- Obtain coordinated and appropriate logoed clothing for all volunteers to wear while on duty.
- Keep volunteers updated on CVB activities via a monthly volunteer newsletter.

Hospitality Industry & Advertisers

The CVB encourages frontline employees in the travel industry to become familiar with area attractions and other things to see and do while in the Springfield area. We will encourage them to utilize CVB resources such as our Visitor Center, social media, and Issues and Info. A video-based training program will also be developed for CVB advertisers to encourage them to take advantage of all member benefits and better promote their business to the traveling public through CVB marketing efforts.

Objective A:

Develop a plan for educating CVB partners about the benefits of membership.

- Send a welcome email to all new partners to introduce the CVB staff, explain partner benefits, and the directions for logging in to Connect SGF (extranet).
- Conduct regular Connect SGF training sessions for advertisers/partners to encourage full usage of that system.
- Record a series of training videos for partners explaining how to take full advantage of partnership benefits.

Objective B:

Offer free or inexpensive training opportunities for Springfield's travel industry employees to help increase knowledge and professionalism.

- Invite appropriate travel industry personnel to webinars hosted at CVB offices.
- Utilize CVB partners and vendors as guest speakers for industry training sessions throughout the year.
- Utilize Connect SGF to share educational articles and other training resources with partners.

Administrative

Objective A:

Maintain accreditation through Destinations International by submitting the required annual reports in December 2020.

- Update processes to comply with other standards as required by the Destinations International Accreditation Program.
- Update the Standard Operating Procedures Manual for key functions of each CVB position as necessary.

Objective B:

Assess new and existing CRM system enhancements and improvements and incorporate those that are appropriate.

- Review improvements and enhancements presented at the 2020 Simpleview Users Conference.
- Continue using the Gmail integration, Destination Dashboard, and Event Impact Calculator.
- Investigate the use of other vendors integrated with the Simpleview CRM to improve officewide efficiency.
- Determine the appropriate enhancements and improvements to incorporate into the CRM system.
- If necessary, add funds to cover the costs of enhancements and improvements to a mid-year budget revision.
- Continue to upgrade the CRM as appropriate and attend the 2021 Simpleview Conference.

Objective C:

Work with the city, Bass Pro, Atrium Hotels and other appropriate developers to assess the possibility of a convention center and/or tournament-grade sports facility at the Bass Pro complex or adjacent to the Expo Center.

- Investigate and identify incentives that may be offered to developers.
- Determine the public cost associated with the project.
- Identify public funding sources that could be used for the public portion of both projects.
- Consider the development of a Tourism Business Improvement District (TBID) as one alternative.
- If not secured in FY20, continue efforts to obtain enabling state legislation to increase the hotel tax up to 7.5 percent with the proceeds of any increase used for “capital improvements that can be demonstrated to increase overnight travel.”
- Work with the Springfield Hotel Lodging Association to obtain their support for both projects.
- Determine if Atrium Hotels will continue the management of the Expo Center in its current configuration or as an indoor sports facility.
 - If so, revise the contract as appropriate.
 - If not, determine future management.
- Identify competing cities with convention centers and/or indoor sports complexes and consider hosting appropriate Springfield community leaders on site visits to those cities.

Objective D:

The CVB and Sports Commission will work with the city, Springfield-Greene County Park Board and other organizations to implement the recommendations contained in the Huddle Up Group report on long-term goals for sports facility construction, sports marketing, sporting event development and funding for the Sports Commission.

- Assign Sports Commission committees to address operational issues addressed in the report such as bylaws, membership, staffing, and funding.
- The CVB and the Sports Commission will work with the Springfield-Greene County Park Board and other appropriate entities to identify needed sporting venues identified in the report.
- Once identified, the CVB and the Sports Commission will work with the city and others to determine how to finance improving existing facilities and developing new facilities.
- If possible, include funding for the Sports Commission in the financing mechanism to fund improving existing facilities and developing new facilities.

Objective E:

Advance the need for a convention center and/or tournament-grade, indoor sports facility through participation in the city's long-range planning process (Forward SGF).

- Encourage board members to be involved in the process.
- Actively participate in appropriate focus groups.
- Ensure the development of a convention center and/or tournament-grade, indoor sports facility is included in recommendations.

Objective F:

Revise the 2019-2021 Strategic Plan.

- Review the strategic plan with the CVB management team and executive committee to identify possible changes in the existing plan.
- Contract with an experienced facilitator qualified to facilitate a CVB board retreat in June 2021.
- Conduct research with constituents regarding CVB performance.
- Modify the Strategic Plan as appropriate after the board retreat.

Objective G:

Work with city staff to identify a referendum date to ask voters to change the definition of who must collect the hotel tax in order to require short-term rentals in Springfield to collect and pay the existing hotel tax.

- Monitor, and attempt to influence as necessary, state legislation legalizing and/or regulating short-term rentals.
- Obtain the support of the Springfield Hotel Lodging Association and encourage City Council to ask Springfield voters to change the definition of who must collect and pay the existing hotel tax to include short-term rentals.

Objective H:

Consider whether to hold or sell the property at U.S. 65 and Chestnut Expressway.

- The Discover Springfield board will continue meeting and will monitor the property.
- Consider using the property as collateral for a loan to fund COVID-19 recovery efforts.
- Assess current and future developments near the property and the impact they may have on property value.

Objective I:

With board approval and assistance, investigate and apply for loans and other financial assistance through the CARES Act to fund major promotional campaigns for the leisure, convention, and sports markets.

- Determine CVB eligibility for the different programs in the CARES Act.
- Determine the amount of funding needed for each promotion.
- Determine the amount that cannot be funded from the existing budget.
- Develop staff recommendations to present to the Executive Committee.
- Proceed as appropriate according to the Executive Committee's decision.

Future Marketing Efforts

Financial and human resources will not allow the implementation of all marketing efforts the bureau would like to undertake during the 2020/2021 fiscal year. The following is an overview of long-range marketing efforts that will be implemented when resources are available. Some of these projects will be implemented during the fiscal year if possible. Due to the long-range nature of many of these projects and rapidly changing technology, they are subject to change.

Public Relations

- A name change for the CVB will be considered in an effort to create a new identity for the organization that is more easily understood by constituents.
- Encourage and support qualified Springfield representatives to apply for a position on the Missouri Tourism Commission.
- Develop a comprehensive public relations and marketing plan to educate local officials and the public on the need for public funding for facilities recommended in the Convention Competitive Assessment and continue to work with the city and other organizations to identify needed convention and sports facilities.
- The CVB will advocate for the development of a convention complex, tournament-grade indoor and outdoor sports facilities, and other facilities that would increase room demand.
- If not passed in FY19, enabling state legislation will be passed to allow the hotel tax in Springfield to be increased from 5 percent to up to 7.5 percent.
- Enabling state legislation will be passed to allow Tourism Business Improvement Districts (TBID) as a tool for tourism marketing and capital improvement projects.
- The city's definition of who must collect the lodging tax will be revised to include short-term rentals.

Collateral Production/Advertising Sales

- Continue to seek advertising partnerships and innovative revenue streams to increase private funding and supplement the public hotel/motel tax funding.
- Explore the production, promotion, and distribution of additional publications, including a dining guide, a coffee guide, and others.

Market Research

- The use of focus groups and other market research will be increased and conducted to measure advertising effectiveness, consumer insights, meeting planner satisfaction, brand awareness, etc.
- Additional surveys, such as creative focus groups, a PR effectiveness study, social media influence, and convention/sports satisfaction surveys, will be included in annual CVB research plans.

Advertising

- Advertising partnerships will be expanded to include secondary attractions in niche marketing campaigns.
- Advertising production will be expanded to include the use of professional, diverse talent for all photo/video shoots.
- A new advertising campaign will be created using new photo/video assets and tested with consumer groups prior to launching.

Intercept, Digital, and Miscellaneous Marketing

- Develop and produce branded video content for digital distribution (YouTube, podcast, etc.) and create third-party agreements for syndication (local media, SGF CityView, Mediacom, etc.).
- Utilize virtual reality or other emerging technology to communicate to media, tour operators, meeting planners, and leisure visitors about new attractions and facilities in Springfield.
- Remodel the downtown information center and install digital displays to promote area attractions and events.
- Conduct a local public relations and marketing campaign to increase awareness of the CVB and increase traffic to the Route 66 Springfield Visitor Center by promoting the center as a ticket pick-up location for local events, advertising on local TV, radio and print outlets using trade, when applicable, purchasing billboard advertising and promoting the visitor center as a resource on the CVB website and collateral materials.
- Develop partnerships with local media outlets such as the “The News-Leader,” “417 Magazine” and others to promote local deals and attractions.
- Expand international marketing through opportunities offered by Brand USA.
- Investigate opportunities to partner with local medical facilities to support medical tourism.
- Offer online attraction ticketing options and aggressively promote this on the website and through email marketing campaigns.
- Develop an online chat feature to enhance the visitor experience on the site.
- Develop a “Local Favorites” media campaign utilizing TV and social media outlets with online video to conduct short testimonial-type spots with people talking about why they love calling Springfield home. Partner with the chamber, city, universities, and other local organizations with an interest in highlighting why residents call Springfield home.
- A mobile information center will be purchased for use at large, outdoor events and indoor events where appropriate.
- Virtual Information Centers will be placed at key area locations to allow visitors to speak with a live staff person utilizing Webcams and touch-screen technology.
- Work with the City of Springfield to design and develop a sidewalk kiosk near the Route 66 Springfield Visitor Center to distribute Visitors Guides, maps, and other printed materials when the center is closed. The kiosk will include space to promote downtown events.
- The use of new billboards will be investigated as a method of promoting Springfield to travelers in the area, increasing counts to the Route 66 Springfield Visitor Center.
- A “Staycation” program will be developed to encourage visitation from within a 100-mile radius of the city.
- Investigate digital and social attribution platforms to assess the impact of these marketing efforts on overnight travel and visitor spending.
- Investigate opportunities to market to niche and more diverse groups, including LGBT, African-American, Hispanic, and other groups for leisure and group sales.

Group Sales

- Work with the Springfield Hotel Lodging Association to develop a pool of funds to use as an incentive to attract events.
- Expand partnership opportunities with the Branson/Lakes Area Convention & Visitors Bureau and identify areas to partner with their sales department to combine efforts of bringing convention groups and sporting events to southwest Missouri.
- Pursue regional partnerships with other CVBs to promote bringing new meetings, conventions, and sporting events to the area.
- Sports marketing efforts will be expanded in cooperation with the Springfield Sports Commission to make Springfield a recognized destination for quality amateur sporting events. Sporting events owned by the Sports Commission will be created and conducted annually.
- A virtual site visit (tour) will be developed for distribution to meeting and event planners considering Springfield as the host city for meetings or events and will be added to the CVB website.
- Develop a video-based sports promotion for use in sports sales efforts of the CVB and Sports Commission.
- Conduct sales blitzes in designated cities with a targeted client list including cities where the CVB is advertising.
- Host an industry trade show or marketplaces such as Connect Missouri, Travel South, or SPORTS.
- Host the Midwest Travel Writers Association Conference.
- Attend additional trade shows such as IMEX, ASAE and others not currently in the budget.
- Investigate eSports as a potential market segment.
- Encourage sales managers to serve on boards for industry trade associations such as PCMA and RCMA.

Event Services

- The ability for convention delegates to register for their convention and arrange all other details of their trip will be added to the website, providing a potential revenue source while eliminating the need to re-key information into the CVB's housing software.

Training

- The CVB will maintain accreditation through Destinations International's Destination Marketing Accreditation Program.
- Implement a new version of the "Discover SGF" hospitality training course, which is outlined in previous years' marketing plans. This program will be designed for partners, staff, volunteers, and frontline industry workers.
- Staff diversity training will continue annually.
- Staff training will focus on rapidly changing technology and its impact on marketing.
- All staff will be encouraged or required to obtain appropriate certification in their field of expertise.

Administrative

- Continue to upgrade and maintain all equipment, hardware, and software to the most current versions and standards by following a technology plan.
- Video conferencing for CVB board and committee meetings will allow attendees to actively participate in all CVB meetings remotely.

Exhibit C

SPRINGFIELD CONVENTION & VISITORS BUREAU OPERATING BUDGET		
2020/2021 REVENUE		
Room Tax	\$	2,065,730
Interest		10,000
Advertising Revenues		310,740
Co-op Advertising Revenues		330,750
Miscellaneous Revenue		54,350
From Fund Balance		396,918
TOTAL REVENUE	\$	3,168,488
2020/2021 EXPENSES		
Payroll Expenses	\$	1,301,703
Administrative & General Expenses		283,730
Advertising Expenses		1,137,050
Travel Expenses		23,075
Other Marketing Expenses		388,260
Convention Services Expenses		14,670
Capital purchases		20,000
TOTAL EXPENSES	\$	3,168,488

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 06-09-20

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-138

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Springfield Regional Arts Council, Inc., in the amount of \$29,264.00,
3 for the purpose of promoting the visual and performing arts in
4 Springfield, Missouri.
5 _____
6

7 WHEREAS, the Springfield Regional Arts Council, Inc. ("Arts Council") is a
8 nonprofit corporation organized to promote the visual and performing arts in Springfield,
9 Missouri, by providing facilities and serving as a coordinating agency for various groups,
10 such as Springfield Little Theatre, Springfield Regional Opera, Springfield Ballet,
11 Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday
12 Art Walk, Springfield Visual Arts Alliance, Springfield Contemporary Theatre, Sculpture
13 Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others; and
14

15 WHEREAS, a portion of the Arts Council's budget comes from the City's fee for
16 collection of the hotel/motel gross receipts tax, of which \$29,264 has been budgeted for
17 Fiscal Year 2020-2021.
18

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

22 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
23 an agreement with the Springfield Regional Arts Council, Inc., said agreement to be
24 substantially in form and content as that document attached hereto and incorporated
25 herein by this reference as "Exhibit A" and approved as to form by the City Attorney or
26 her designee.
27

28 Section 2 – This Ordinance shall be in full force and effect from and after
29 passage.
30

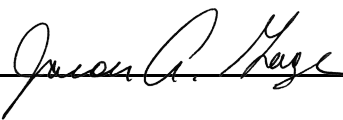
31 Passed at meeting: _____
32
33
34

Mayor

35
36 Attest: _____, City Clerk
37

38 Filed as Ordinance: _____
39

40 Approved as to form: , Assistant City Attorney
41
42

43 Approved for Council action: , City Manager
44

EXPLANATION TO COUNCIL BILL 2020-138

FILED 06-09-20

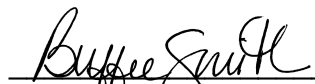
ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in the amount of \$29,264.00, for the purpose of promoting the visual and performing arts in Springfield, Missouri.

BACKGROUND INFORMATION: The Springfield Regional Arts Council ("SRAC") is a nonprofit corporation located in the Old Creamery Building in Jordan Valley Park and is organized to promote the visual and performing arts in Springfield, Missouri, by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Springfield Regional Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Visual Arts Alliance, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others. A portion of the Arts Council's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for Fiscal Year 2020-2021 is \$29,264.

REMARKS: The SRAC has a 21-member board and has a full-time Executive Director, Programs/Exhibition Director, Marketing/Development Director, Office and Facility Manager, and a part-time Bookkeeper and Corporate Art Coordinator. In addition, there are several active volunteers who help with major events and projects. The SRAC has developed a solid internship program with local universities. In addition to the Hotel/Motel tax contribution outlined herein, the Arts Council's operations are funded through memberships, festival/event proceeds, grants, and donations.

Submitted by:


Buffee Smith, Contract Administrator

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2020	TERMINATION DATE JUNE 30, 2020	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Fax: (417) 864-1030 Attn: David Holtmann, Director of Finance		Springfield Regional Arts Council, Inc. 411 N. Sherman Parkway Springfield, MO 65802 Phone: (417) 862-2787 Fax: (417) 888-2322 Attn: Leslie Forrester	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Regional Arts Council, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote the visual and performing arts within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote the visual and performing arts in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be from July 1, 2020, to June 30, 2021, subject to any changes to which both parties may subsequently assent in writing.
2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform the services described in Exhibit 1, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in Exhibit 1.
3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the Executive Director of Contractor (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. Personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor shall perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence upon contract execution and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Third of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and Eleven-Twelfths of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. CONFLICTS. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been

worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. **This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

b. **This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail

(if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status as defined by the Internal Revenue Code in Section 501 (c) (6).

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Agreement by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD REGIONAL ARTS COUNCIL, INC.

By: _____

Name & Title: _____

Electronic mail address for notice purpose:

Attest:

Corporate Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

EXHIBIT 1

The Springfield Regional Arts Council's mission is to transform lives and enrich our Community through the Arts.

Responsibilities include:

- A. Working with the local art agencies, serving as the focal communications point for community relations and providing collaborative opportunities.
- B. Developing and operating the City-owned Creamery Arts Center.
- C. Promoting and supporting the visual and performing arts for local organizations.
- D. Sponsoring festivals as a community and tourism outreach.

One-rdg. _____
P. Hrngs. _____
Pgs. 134
Filed: 06-09-20

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 139

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING a plan for an industrial development project for Kraft Heinz Foods
2 Company, consisting of the acquisition and installation of new
3 equipment and machinery at the existing plant; and authorizing the City
4 of Springfield, Missouri, to issue its Taxable Industrial Development
5 Revenue Bonds (Kraft Heinz Foods Company Project), in a principal
6 amount not to exceed \$48,000,000 and authorizing and approving
7 certain documents and actions in connection therewith.
8
9

10 WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home
11 rule charter city and political subdivision of the State of Missouri, duly created,
12 organized and existing under and by virtue of the Constitution and laws of the State of
13 Missouri and the City's Charter; and
14

15 WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of
16 the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of
17 the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase,
18 construct, extend and improve certain projects (as defined in the Act) for the purposes
19 set forth in the Act and to issue industrial development revenue bonds for the purpose of
20 providing funds to pay the costs of such projects and to lease or otherwise dispose of
21 such projects to private persons or corporations for manufacturing, commercial,
22 warehousing and industrial development purposes upon such terms and conditions as
23 the City shall deem advisable; and
24

25 WHEREAS, the City, in accordance with Section 100.050 of the Act, has
26 prepared a plan for industrial development (the "Plan") for Kraft Heinz Foods Company,
27 a Pennsylvania corporation (together with any successors or assigns, the "Company"),
28 with respect to a project consisting of the acquisition and installation of new equipment
29 and machinery at the Company's existing plant (the "Project"); notice of the Project was
30 given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the
31 City now desires to approve the Plan; and
32

33 WHEREAS, the in April 2020, City Council passed Resolution 10500, signaling

34 its desire to finance the costs of the Project out of the proceeds of industrial
35 development revenue bonds to be issued under the Act (the "Bonds"); and
36

37 WHEREAS, the City has and does hereby find and determine that it is desirable
38 for the economic development of the City and within the public purposes of the Act that
39 the City proceed with the issuance of the Bonds for the purpose described above; and
40

41 WHEREAS, because the Bonds will be payable solely out of payments, revenues
42 and receipts received by the City from the lease of the Project to the Company and from
43 no other source, the City has determined that it is appropriate that the Bonds be sold to
44 the Company pursuant to Section 108.170 of Revised Statutes of Missouri, as amended,
45 which provides that notwithstanding any other provisions of any law or any City Charter
46 provision to the contrary, industrial development revenue bonds may be sold at private
47 sale; and
48

49 WHEREAS, the City further finds and determines that it is necessary and desirable
50 in connection with approval of the Plan and the issuance of the Bonds that the City enter
51 into certain documents, and that the City take certain other actions and approve the
52 execution of certain other documents as herein provided;
53

54 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
55 SPRINGFIELD, MISSOURI, as follows, that:
56

57 Section 1 – Promotion of Economic Development. City Council hereby finds and
58 determines that the Project will promote economic welfare and development of the City,
59 and the issuance of the Bonds by the City to pay the costs of the Project will be in
60 furtherance of the public purposes set forth in the Act.
61

62 Section 2 – Approval of Plan. City Council hereby approves the Plan for
63 Industrial Development Project attached hereto and incorporated herein by this
64 reference as "Exhibit A," in accordance with Section 100.050 of the Act.
65

66 Section 3 – Authorization and Sale of the Bonds. The City is hereby authorized to
67 issue and sell its Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods
68 Company Project), in an aggregate principal amount not to exceed \$48,000,000, for the
69 purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and
70 secured pursuant to the herein authorized Trust Indenture and shall bear such date,
71 shall mature at such time, shall be in such denominations, shall bear interest at such
72 rate (not to exceed 5.00 percent), shall be in such form, shall be subject to redemption,
73 shall have such other terms and provisions, shall be issued, executed and delivered in
74 such manner and shall be subject to such provisions, covenants and agreements as are
75 specified in the Trust Indenture upon the execution thereof, and the signatures of the
76 officers of the City executing the Trust Indenture shall constitute conclusive evidence of
77 their approval and the City's approval thereof. The sale of the Bonds to the Company is
78 hereby approved.
79

80 Section 4 – Limited Obligations. The Bonds and the interest thereon shall be
81 limited obligations of the City payable solely out of the payments, revenues and receipts
82 derived by the City from the herein authorized Lease Agreement, and such payments,
83 revenues and receipts shall be pledged and assigned to the Trustee as security for the
84 payment of the Bonds as provided in the Trust Indenture. The Bonds and interest
85 thereon shall not be deemed to constitute a debt or liability of the City within the
86 meaning of any constitutional provision, statutory limitation or City Charter provision and
87 shall not constitute a pledge of the full faith and credit of the City. The issuance of the
88 Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of
89 taxation therefore or to make any appropriation for their payment.
90

91 Section 5 – Approval and Authorization of Documents. The following documents
92 (the “City Documents”) are hereby approved in substantially the forms presented to the
93 Council at this meeting (copies of which documents shall be filed in the records of the
94 City), and the City is hereby authorized to execute and deliver the City Documents with
95 such changes therein as shall be approved by the officials of the City executing such
96 documents, such officials’ signatures thereon being conclusive evidence of their
97 approval thereof:
98

99 (a) Trust Indenture, which is attached hereto and incorporated herein
100 by this reference as “Exhibit B,” dated as of the date set forth therein (the “Trust
101 Indenture”), between the City and the bond trustee named therein (the “Trustee”),
102 pursuant to which the Bonds shall be issued and the City shall pledge and assign
103 the payments, revenues and receipts received pursuant to the Lease Agreement
104 to the Trustee for the benefit and security of the owners of the Bonds upon the
105 terms and conditions as set forth in the Trust Indenture;
106

107 (b) Lease Agreement, which is attached hereto and incorporated
108 herein by this reference as “Exhibit C,” dated as of the date set forth therein (the
109 “Lease Agreement”), between the City and the Company, under which the City
110 will provide funds for the purchase and installation of the Project and lease the
111 Project to the Company pursuant to the terms and conditions in the Lease
112 Agreement, in consideration of rental payments by the Company which will be
113 sufficient to pay the principal of, premium, if any, and interest on the Bonds;
114

115 (c) Bond Purchase Agreement, which is attached hereto and
116 incorporated herein by this reference as “Exhibit D,” dated as of the date set forth
117 therein, between the City and the Company, pursuant to which the Company
118 agrees to purchase the Bonds; and
119

120 (d) Performance Agreement, which is attached hereto and
121 incorporated herein by this reference as “Exhibit E,” dated as of the date set forth
122 therein, between the City and the Company, pursuant to which the City has
123 granted the Company certain rights with respect to the abatement of ad valorem
124 personal property taxes on the Project in consideration for the Company’s

125 agreement to maintain a certain level of employment at the Project site.

126
127 Section 6 – Execution of Documents. The City is hereby authorized to enter into
128 and the Mayor, City Manager, Director of Finance and City Clerk are hereby authorized
129 and directed to execute and deliver, for and on behalf of and as the act and deed of the
130 City, the City Documents and the Bonds and such other documents, certificates and
131 instruments as may be necessary or desirable to carry out and comply with the intent of
132 this Ordinance.

133
134 Section 7 – Severability. The sections, paragraphs, sentences, clauses and
135 phrases of this Ordinance shall be severable. In the event that any such section,
136 paragraph, sentence, clause or phrase of this Ordinance is found by a court of
137 competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid,
138 unless the court finds the valid portions of the Ordinance are so essential to and
139 inseparably connected with and dependent upon the void portion that it cannot be
140 presumed that City Council has enacted the valid portions without the void ones, or
141 unless the court finds that the valid portions, standing alone, are incomplete and are
142 incapable of being executed in accordance with the legislative intent.

143
144 Section 8 – Further Authority. The officers of the City, including the Mayor, the
145 City Manager, the Director of Finance and the City Clerk, are hereby authorized and
146 directed to execute all documents and take such actions as they may deem necessary
147 or advisable in order to carry out and perform the purposes of this Ordinance and to
148 make ministerial alterations, changes or additions in the foregoing agreements,
149 statements, instruments and other documents herein approved, authorized and
150 confirmed which they may approve, and the execution or taking of such action shall be
151 conclusive evidence of such necessity or advisability.

152
153 Section 9 – Governing Law. This Ordinance shall be governed exclusively by and
154 construed in accordance with the applicable laws of the State of Missouri.

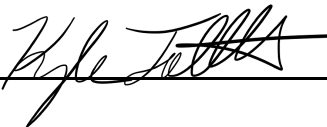
155
156 Section 10 – Effective Date. This Ordinance shall take effect and be in full force
157 from and after the date of its passage by the City Council.

158
159
160 Passed at meeting: _____

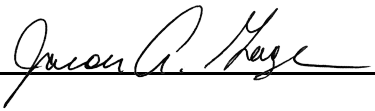
161
162 _____
163 Mayor

164
165 Attest: _____, City Clerk

166
167 Filed as Ordinance: _____

168
169 Approved as to form:  _____, Assistant City Attorney
170

171
172
173

Approved for Council Action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-139

FILED: 06-09-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing a plan for an industrial development project for Kraft Heinz Foods Company, consisting of the acquisition and installation of new equipment and machinery at the existing plant; and authorizing the City of Springfield, Missouri, to issue its Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), in a principal amount not to exceed \$48,000,000 and authorizing and approving certain documents and actions in connection therewith.

BACKGROUND INFORMATION: The Kraft Heinz Foods Company (the "Company") has been a part of the Springfield community for over 75 years. They began producing processed cheese in 1939 on the second floor of a building on West Mill Street before moving to their current location in 1954. They have expanded their physical plant and production lines several times and now have 780,000 square feet of production and distribution space in Springfield with over 30 production lines.

The Springfield plant produces several hundred million pounds of product annually, including such popular food items as Kraft Macaroni and Cheese, Velveeta and Kraft and Cracker Barrel Shreds and Chunks. The Springfield Kraft Heinz plant employs approximately 950 employees with an average salary of over \$45,000 plus benefits. The total annual salaries and wages for the Springfield Kraft Heinz plant are approximately \$68 million. Annual turnover is less than four percent and the average term of service is 14 years. Kraft Heinz is active in the community, donating to nonprofit organizations focused on fighting hunger and promoting healthy lifestyles.

The Company has requested that the City of Springfield issue up to \$48 million in industrial revenue bonds pursuant to Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act") to provide personal property tax abatement related to the installation of new manufacturing lines, new processing equipment for product innovation, and improvements to existing lines and processes (the "Project"). The investment would result in the retention of the existing jobs and payroll at the manufacturing facility.

Chapter 100 RSMo allows local governments to issue bonds to finance industrial development projects and certain types of commercial development for private corporations, partnerships and individuals. Upon issuance of the bonds, the company transfers ownership of the financed equipment to the local government. The bond proceeds are then used to fund the design, purchase, and installation of the project equipment. The company buys the bonds and repays them over a set time period. Once the bonds are completely repaid, the local government conveys title of the site back to the company. Since the equipment property is owned by the local government during the time the bonds are outstanding, the property is exempt from personal property taxes. The bonds are not an obligation of the local government.

In April 2020, City Council passed Resolution 10500, signaling its official intent to issue bonds for the project. City Council also approved an ordinance to enter into a funding agreement with the Company to cover the City's legal expenses related to the bond issue.

REMARKS: An Industrial Development Plan (the "Plan") has been prepared for the Project pursuant to Sections 100.010 to 100.200, inclusive of the Revised Statutes of Missouri, as amended "Attachment 1." Notice of the consideration of the Plan was given to the taxing jurisdictions in accordance with the Act.

The Project will be owned by the City and leased to the Company. The Project (which consists of design, acquisition, and installation expenses) is expected to cost approximately (but not exceed) \$48,000,000 and the Bonds will be issued in the not to exceed amount of \$48,000,000 to fund the Project.

The Company will purchase the Bonds. Principal and interest on the bonds will be paid solely with revenue derived from rent payments under an equipment lease agreement between the City and the Company. As a result of the City's ownership of the Project, the Project will be exempt from payment of personal property taxes during the entire term of the Lease (which term will end not later than December 31, 2026). The Company will be required to make annual payments in lieu of taxes ("PILOTS") for five years in an amount equal to 25% of the exempted personal property taxes. These PILOTS will be distributed in accordance with local levies. The Company agrees that it will make a PILOT Payment to the City on or before December 31 of each year.

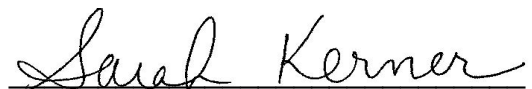
This Ordinance grants a personal property tax exemption that is consistent with adopted City policy as specified in the *Economic Development Incentives Policy Manual*. There are several performance measures included in the project documents, including maintaining at least 950 full-time employees at the Springfield plant and a minimum investment of \$25,700,000.

Attached to this Explanation Sheet are the following documents:

- "Exhibit A" - Plan for Industrial Development Project
- "Exhibit B" - Trust Indenture
- "Exhibit C" - Lease Agreement
- "Exhibit D" - Bond Purchase Agreement, and
- "Exhibit E" - Performance Agreement

REMARKS: Staff recommends approval.

Submitted by:



Sarah Kerner, Economic Development
Director

Recommended by:



Mary Lilly Smith, Planning Director

Approved by:



Jason Gage, City Manager

Exhibit A

You have previously received notice of a meeting on June 1, 2020, together with the Plan contained in this notice. The Plan has not been changed. This notice is being provided to inform you that consideration of the Plan has been moved to June 15, 2020.

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Springfield, Missouri (the “City”), please find enclosed a copy of a proposed plan for an industrial development project (the “Plan”), which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering an Ordinance to approve the Plan following a public hearing on the Plan at a meeting on June 15, 2020 at 6:30 P.M. at Historic City Hall located at 830 Boonville, Springfield, Missouri, and by electronic means, as described below.

The City invites all affected taxing districts to attend the meeting (whether in person or by electronic means, as described below) and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed project is enclosed and also will be on file in the office of the City Clerk and will be available for public inspection during normal business hours, to the extent that such offices are open to the public in light of the measures taken by the City to combat the threat of coronavirus infection.

At this point, the City cannot determine whether continued coronavirus concerns will require the meeting to be held partially or completely by electronic means. All taxing districts will be given the opportunity to attend and participate in the meeting and/or to submit comments to the City prior to the date of the meeting. The City will post updates on the method of holding the meeting on its website on the “City Calendar” page, which may be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the “Government” tab and then the “City Calendar” link. Such updates will appear as an entry for June 15, 2020.

If the City is operating under coronavirus safety restrictions at the time of the meeting, the following procedures will apply:

You may provide written testimony regarding the Plan. When the information is received it is compiled into a packet of information and sent to all members of City Council. At the meeting when the item is addressed, the City Clerk will state that testimony was received from the following individuals and will be reflected in the minutes. When the minutes are created, the information provided in the written documents will be summarized just as if they were presented at the meeting. Additionally, the original written communication will be maintained with the City Council Meeting documents for the meeting. Comments must be sent to the City Clerk by the Sunday before the meeting (by mail or emailed to acotter@springfieldmo.gov), no later than 5:00 pm to ensure they are incorporated into the packet to be provided to City Council.

If you would like to address City Council in person at the meeting, you must report to the Health Department building located just to the east of Historic City Hall for a brief medical screening, i.e. having your temperature taken and being asked a short series of question, after which you will be directed to the first floor of Historic City Hall. When it is your turn to speak you will address City Council via a computer set up in a conference room signed into the meeting via Zoom. If you decide to come in person, you must sign up with the City Clerk by email at acotter@springfieldmo.gov, no later than 5:00 pm on the Friday before the meeting. City Council adopted this new rule to guarantee our ability to plan for citizens that will be in attendance and ensure safety for citizens, staff, and City Council members.

Any questions should be directed to the office of the City Clerk at (417) 864-1651.

Dated: May 26, 2020

CITY OF SPRINGFIELD, MISSOURI
Busch Municipal Building
840 Boonville Ave., 4th Floor
Springfield, MO 65802

MAILING LIST

City of Springfield Anita Cotter, City Clerk Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802	City of Springfield David Holtmann, Finance Director Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802
Springfield R-12 School District Dr. John Jungmann, Superintendent 1359 E St Louis St. Springfield, MO 65802	Springfield R-12 School District Tim Rosenbury, President 1359 E St Louis St. Springfield, MO 65802
Ozarks Technical Community College Hal Higdon, Chancellor and President 1001 E. Chestnut Expressway Springfield, MO 65802	Ozarks Technical Community College Jennifer Kennally, Board Chair 1001 E. Chestnut Expressway Springfield, MO 65802
Springfield-Greene County Library District Regina Greer Cooper, Executive Director 4653 S. Campbell Ave. Springfield, MO 65810	Greene County, Missouri Harold Bengsch, Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802
Greene County, Missouri Bob Dixon, Presiding Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802	Greene County, Missouri John C Russell, Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802
Greene County Highway Department Rick Artman, Administrator 2065 N Clifton Ave Springfield, MO 65803	Abilities First (County Disability Program) Jan Kraft, Executive Director 3216 S. National Ave. Springfield, MO 65807
Greene County, Missouri Rick Kessinger, Assessor 940 Boonville, Room 37 Springfield, MO 65802	Greene County, Missouri Leah Betts, Collector 940 Boonville, Room 107 Springfield, MO 65802
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High St. Jefferson City, MO 65101	Missouri Director of Revenue, County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street P.O. Box 453 Jefferson City, MO 65102-0453
Missouri Department of Economic Development Rob Dixon, Director P.O. Box 1157 Jefferson City, MO 65101	Missouri Department of Revenue Blind Pension Fund 221 West High Street Jefferson City, MO 65102
State Tax Commission of Missouri 301 West High Street, Room 840 P.O. Box 146 Jefferson City, MO 65102	Greene County Senior Citizens' Services Fund P.O. Box 9766 Springfield, MO 65801

Chapter 100 Plan for Industrial Development

Kraft Heinz Foods Company

Kraft Heinz Foods Company, a Pennsylvania corporation (“KHFC”), which is a wholly owned subsidiary of The Kraft Heinz Company, is proposing a plan for an industrial development project as described herein to the City of Springfield, Missouri (the “City”), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (the “Act”), as follows:

I. Project Description

KHFC has been a part of the Springfield, Missouri community for nearly 80 years. They began producing processed cheese in 1939 on the second floor of a building on West Mill Street before moving to their current location in 1954. The physical plant and operations capacity have expanded several times. KHFC currently operates a 780,000 square foot production and distribution plant in the City with over 30 production lines (the “Manufacturing Facility”). The Manufacturing Facility produces several hundred million pounds of product annually, including such popular food items as Kraft Macaroni and Cheese, Velveeta and Kraft and Cracker Barrel Shreds and Chunks. The Manufacturing Facility employs approximately 950 employees with an average salary, including benefits, of over \$68,000, which is approximately 159% of the Greene County average wage. The total annual salaries and wages, including benefits for the Springfield Kraft Heinz plant are approximately \$68 million. Annual turnover is less than 4 percent and the average term of service is 14 years. Kraft Heinz is active in the community, donating to nonprofit organizations focused on fighting hunger and promoting healthy lifestyles.

KHFC is proposing to invest up to \$48,000,000 into the Manufacturing Facility over the next 5 years to expand manufacturing capacity. This investment is comprised of the acquisition of certain manufacturing equipment and machinery, and related soft costs (collectively, the “Project”). KHFC is requesting that the City provide personal property tax abatement of 75% for 5 years on said new equipment and machinery, which is to be installed at the Manufacturing Facility. This is consistent with the City’s adopted policy. The Project positions the Manufacturing Facility to modernize, improve existing manufacturing lines, and expand capacity, to meet the growing consumer demand for existing and new products, and maintain a strong presence in the Springfield community. The Project will not result in the addition of new jobs, but the capital investment will support the retention of the existing jobs at the facility and help protect the long-term viability and competitiveness of the Manufacturing Facility.

KHFC agrees to employ at least 950 full-time employees at the Manufacturing Facility and maintain this employment level throughout the term of the Lease (defined below). If total employment falls below this threshold, an additional payment in lieu of tax will be required (see Section VIII below). The amount of this additional payment will be calculated in

accordance with the Performance Agreement (the “Performance Agreement”), between the City and KHFC.

II. Proposed Investment

KHFC estimates that the investment in the proposed Project will be up to \$48,000,000 over a 5-year investment period, with a minimum investment of \$24,000,000 over 5 years. The cost-benefit analysis attached as **Exhibit 1**, as prepared by Incentis Group, LLC, is based on the estimated value of the personal property to be installed as part of the Project.

III. Source of Funds to be Expended for the Project

The source of funds to be expended for the Project will be proceeds of the sale of taxable industrial development revenue bonds to be issued by the City (the “Bonds”). The Bonds shall be issued upon such terms, in such amounts, and at such time as shall be satisfactory to the City and KHFC. Pursuant to Ordinance No. 10259 adopted by the City on April 20, 2020, the City set forth its intent, subject to the satisfaction of certain conditions, to issue the Bonds in an amount not to exceed \$48,000,000. This investment amount was used to estimate the PILOT Payment schedule (see **Exhibit 1**) for the purpose of this Plan. The actual PILOT Payments will be calculated based on the actual taxable cost of the investment. This ensures that the PILOT Payments reflect the actual value of the personal property acquired and installed and avoids the need for amendments to the Plan and Performance Agreement should the actual investment vary from the estimated figures set forth in this Plan. It is agreed that the maximum value of taxable personal property to be financed with the proceeds of the Bonds is \$48,000,000. KHFC will submit draw requests to the named trustee for the Bonds (the “Trustee”), complete with proof of purchase and total equipment cost for up to 5 years. Upon receipt of the draw documents, the Trustee will notate that the Bonds have been funded in the amount equal to the total cost of the personal property acquired and installed in the Project (as set forth in the draw documents), and the City will take title to said personal property. The year following the year in which the first investment occurs will begin the five-year period of tax abatement. The City and KHFC will enter into the Performance Agreement which contractually obligates KHFC to calculate the PILOT Payments as described in this section (and Section VIII below) and obligates KHFC to pay the PILOT Payments for each year the personal property tax abatement is provided. It is expected that the personal property will be placed in service from 2020 through 2024 (although delays may cause this to be 2021 through 2025) and that the abatement period for said personal property will run from 2021 through 2025 (or from 2022 through 2026 if the first personal property acquired is not placed into service until 2021).

IV. Terms Upon Which the Facilities to be Provided by the Project are to be Leased or Otherwise Disposed of by the Municipality

The personal property purchased with the Bond proceeds will be owned by the City (upon acquisition by KHFC) and leased back to KHFC under a Lease Agreement (the “Lease”). The Bonds will be repaid solely by KHFC pursuant to the terms of the Lease which will provide that the rental payments will be equal to the principal and interest payments payable on the Bonds in order that the Bonds will be repaid in full. KHFC will have the option to purchase the Project

at any time and will have the obligation to purchase the Project at the termination of the Lease. The term of the Lease will end in the final year of the tax abatement provided (either December 31, 2025 or December 31, 2026).

V. Taxing Districts Affected by the Project

The proposed Project impacts the following taxing districts:

- City of Springfield
- Springfield-Greene County Library District
- Ozarks Technical College
- Greene County General
- Greene County Road and Bridge
- State of Missouri
- Sheltered Workshop
- Senior Services
- Springfield R-12 School District

The Surtax is not assessed on personal property; therefore, it is not impacted by the requested abatement. There is no ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 that is affected by this Project.

VI. Assessed Valuation

The proposed Project includes new personal property that will be purchased upon issuance of the Bonds. As such, the most recent assessed valuation associated with the Project is \$0.00. Because there is no existing assessed evaluation of the Project, all of the taxes shown in the tables attached hereto are new, incremental taxes to be generated by the Project. The assessed valuation of the Project after all personal property is installed is estimated to be \$4,838,011.

VII. Cost/Benefit Analysis on Taxing Districts

The analysis of the costs and benefits of the Project on each taxing district can be found in **Exhibit 1**. The information contained in this document summarizes the preliminary estimate of personal property taxes that the proposed Project may generate in the City. The tax abatement and PILOT Payment estimates used in this Plan are based upon our understanding of the proposed Project parameters, information provided by KHFC, and the reasonable assumptions as outlined in **Exhibit 1**. The actual outcomes may vary from the estimates set forth in **Exhibit 1**. Incentis Group does not guarantee that actual outcomes resulting from the proposed Project being undertaken will equal or be similar to the estimates provided by this Plan.

VIII. Payments in Lieu of Taxes (“PILOT Payments”)

KHFC will be required to make annual PILOT Payments on the Project for each of the 5 years that the tax abatement is in effect (2021 or 2022 through 2025 or 2026, depending on Project implementation). The PILOT Payments will equal 25% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project were not owned by the City. The attached

tables include an estimate of the annual PILOT Payments. Actual PILOT Payments will be calculated as described in Section III above. PILOT payments will be made by KHFC to the City and then remitted by the City to taxing districts as described in Section 100.050 of the Act.

Exhibit 1 - Cost-Benefit Analysis on Taxing Districts
Industrial Development Plan for Kraft Heinz Foods Company

Exhibit Assumptions

MODEL ASSUMPTIONS

The information contained in this document summarizes preliminary estimates of PILOT Payments that the proposed project may generate in Springfield, Missouri. The tax, abatement, and PILOT estimates used in this Analysis are based upon our understanding of the proposed project parameters, information provided by KHFC, and reasonable assumptions as outlined below.

Incentis Group does not guarantee that actual outcomes resulting from the proposed project being undertaken will equal or be similar to the estimates provided by this Analysis.

This Analysis should not be used to replace tax planning regarding the proposed project and future operations nor be relied upon for tax planning purposes.

Requested Industrial Development Bonds: amount not to exceed \$48,000,000

Year	Total Cost of Equipment	Intangible (Non-Taxable)	Taxable Cost of Equipment
2021	\$13,000,000	\$3,510,000	\$9,490,000
2022	\$8,750,000	\$2,362,500	\$6,387,500
2023	\$8,750,000	\$2,362,500	\$6,387,500
2024	\$8,750,000	\$2,362,500	\$6,387,500
2025	\$8,750,000	\$2,362,500	\$6,387,500
Total	\$48,000,000	\$12,960,000	\$35,040,000

This exhibits assumes an abatement of 75% for 5 years on taxes generated by the proposed investment in personal property

The estimated personal property taxes generated by the proposed project were generated using the following methodology.

Value of Investment in Taxable Equipment*Depreciation* Assessment Ratio = Assessed Value

2019 Tax Rates as provided by Greene County(<https://greenecountymo.gov/collector/levies.php>)

Assessed Value * Tax Rate = Incremental Tax

Investment in Equipment: \$48,000,000

Our model uses the 7-year recovery period depreciation schedule based on the 2019 Greene County Business/Personal Property Assessment Form Instructions provided by the Greene County Assessor's Office.

The assessment ratio and the tax rates from 2019 were used in our calculations, and held constant (in our calculations) through the 2025 tax year. Note, the actual rate will likely change during the 5-year term and the PILOT Payments will be calculated using the actual tax rates annually.

Tax Millage by Jurisdiction	Tax Rate	
City of Springfield	0.6129	0.6129%
Springfield-Greene County Library	0.2413	0.2413%
Ozarks Technical College/Vocational	0.199	0.1990%
Green County General	0.1177	0.1177%
Green County Road & Bridge	0.1177	0.1177%
State of Missouri	0.03	0.0300%
County Developmental Disability Programs/Sheltered Workshop	0.0463	0.0463%
Senior Services	0.0489	0.0489%
Springfield R-12	4.1361	4.1361%
Surtax*	N/A	0.0000%
Total Tax Rate	5.5499	5.5499%

*Surtax is not assessed on personal property

Assessment Ratio (Enterprise Zone)

25%

Table 1

Kraft Heinz Foods Company
Proposed Springfield Expansion Project

TABLE 1: Estimated Tax Impact of the Proposed Project (Personal Property)

<i>Taxing District</i>	<i>Tax Levy</i>	<i>% of Total Levy</i>	<i>Incremental Tax Revenue Generated by Proposed Project (Before Abatement)</i>	<i>% of Abatement</i>	<i>Incremental Taxes Abated on Proposed Project</i>	<i>Incremental PILOT Payment from Proposed Project (NET GAIN to Jurisdictions)</i>
City of Springfield	0.6129	11.04%	\$112,436	75%	\$84,327	\$28,109
Springfield-Green County Library	0.2413	4.35%	\$44,266	75%	\$33,200	\$11,067
Ozarks Technical College/Vocational	0.199	3.59%	\$36,506	75%	\$27,380	\$9,127
Green County General	0.1177	2.12%	\$21,592	75%	\$16,194	\$5,398
Green County Road & Bridge	0.1177	2.12%	\$21,592	75%	\$16,194	\$5,398
State of Missouri	0.03	0.54%	\$5,503	75%	\$4,128	\$1,376
County Developmental Disability Programs/Sheltered	0.0463	0.83%	\$8,494	75%	\$6,370	\$2,123
Senior Services	0.0489	0.88%	\$8,971	75%	\$6,728	\$2,243
Springfield R-12	4.1361	74.53%	\$758,763	75%	\$569,072	\$189,691
Surtax	0	0.00%	\$0	0%	\$0	\$0
Total	5.5499	100.00%	\$1,018,123		\$763,592	\$254,531

Table 2

Kraft Heinz Foods Company
Proposed Springfield Expansion Project

TABLE 2: Estimated Property Tax Increment

Total Annual Taxes without Abatement	Tax Levy	% of Total Levy	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Depreciated Value			\$8,473,621	\$12,361,583	\$15,416,706	\$17,775,610	\$19,352,045	
Assessment %			25%	25%	25%	25%	25%	
Assessed Property Value			\$2,118,405	\$3,090,396	\$3,854,176	\$4,443,902	\$4,838,011	
City of Springfield	0.6129	11.04%	\$ 12,984	\$ 18,941	\$ 23,622	\$ 27,237	\$ 29,652	\$ 112,436
Springfield-Green County Library	0.2413	4.35%	\$ 5,112	\$ 7,457	\$ 9,300	\$ 10,723	\$ 11,674	\$ 44,266
Ozarks Technical College/Vocational	0.199	3.59%	\$ 4,216	\$ 6,150	\$ 7,670	\$ 8,843	\$ 9,628	\$ 36,506
Green County General	0.1177	2.12%	\$ 2,493	\$ 3,637	\$ 4,536	\$ 5,230	\$ 5,694	\$ 21,592
Green County Road & Bridge	0.1177	2.12%	\$ 2,493	\$ 3,637	\$ 4,536	\$ 5,230	\$ 5,694	\$ 21,592
State of Missouri	0.03	0.54%	\$ 636	\$ 927	\$ 1,156	\$ 1,333	\$ 1,451	\$ 5,503
County Developmental Disability Programs/S	0.0463	0.83%	\$ 981	\$ 1,431	\$ 1,784	\$ 2,058	\$ 2,240	\$ 8,494
Senior Services	0.0489	0.88%	\$ 1,036	\$ 1,511	\$ 1,885	\$ 2,173	\$ 2,366	\$ 8,971
Springfield R-12	4.1361	74.53%	\$ 87,619	\$ 127,822	\$ 159,413	\$ 183,804	\$ 200,105	\$ 758,763
Surtax	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Taxes without Abatement	5.5499	100%	\$117,569	\$171,514	\$213,903	\$246,632	\$268,505	\$1,018,123

PILOT Payments	Tax Levy	% of Total Levy	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Depreciated Value			\$8,473,621	\$12,361,583	\$15,416,706	\$17,775,610	\$19,352,045	
Assessment %			25%	25%	25%	25%	25%	
Assessed Property Value			\$2,118,405	\$3,090,396	\$3,854,176	\$4,443,902	\$4,838,011	
City of Springfield	0.6129	11.04%	\$ 3,246	\$ 4,735	\$ 5,906	\$ 6,809	\$ 7,413	\$ 28,109
Springfield-Green County Library	0.2413	4.35%	\$ 1,278	\$ 1,864	\$ 2,325	\$ 2,681	\$ 2,919	\$ 11,067
Ozarks Technical College/Vocational	0.199	3.59%	\$ 1,054	\$ 1,537	\$ 1,917	\$ 2,211	\$ 2,407	\$ 9,127
Green County General	0.1177	2.12%	\$ 623	\$ 909	\$ 1,134	\$ 1,308	\$ 1,424	\$ 5,398
Green County Road & Bridge	0.1177	2.12%	\$ 623	\$ 909	\$ 1,134	\$ 1,308	\$ 1,424	\$ 5,398
State of Missouri	0.03	0.54%	\$ 159	\$ 232	\$ 289	\$ 333	\$ 363	\$ 1,376
County Developmental Disability Programs/S	0.0463	0.83%	\$ 245	\$ 358	\$ 446	\$ 514	\$ 560	\$ 2,123
Senior Services	0.0489	0.88%	\$ 259	\$ 378	\$ 471	\$ 543	\$ 591	\$ 2,243
Springfield R-12	4.1361	74.53%	\$ 21,905	\$ 31,955	\$ 39,853	\$ 45,951	\$ 50,026	\$ 189,691
Surtax	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total PILOT Payments	5.5499	100%	\$29,392	\$42,878	\$53,476	\$61,658	\$67,126	\$254,531

Taxes Abated	Tax Levy	% of Total Levy	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Depreciated Value			\$8,473,621	\$12,361,583	\$15,416,706	\$17,775,610	\$19,352,045	
Assessment %			25%	25%	25%	25%	25%	
Assessed Property Value			\$2,118,405	\$3,090,396	\$3,854,176	\$4,443,902	\$4,838,011	
City of Springfield	0.6129	11.04%	\$ 9,738	\$ 14,206	\$ 17,717	\$ 20,428	\$ 22,239	\$ 84,327
Springfield-Green County Library	0.2413	4.35%	\$ 3,834	\$ 5,593	\$ 6,975	\$ 8,042	\$ 8,756	\$ 33,200
Ozarks Technical College/Vocational	0.199	3.59%	\$ 3,162	\$ 4,612	\$ 5,752	\$ 6,633	\$ 7,221	\$ 27,380
Green County General	0.1177	2.12%	\$ 1,870	\$ 2,728	\$ 3,402	\$ 3,923	\$ 4,271	\$ 16,194
Green County Road & Bridge	0.1177	2.12%	\$ 1,870	\$ 2,728	\$ 3,402	\$ 3,923	\$ 4,271	\$ 16,194
State of Missouri	0.03	0.54%	\$ 477	\$ 695	\$ 867	\$ 1,000	\$ 1,089	\$ 4,128
County Developmental Disability Programs/S	0.0463	0.83%	\$ 736	\$ 1,073	\$ 1,338	\$ 1,543	\$ 1,680	\$ 6,370
Senior Services	0.0489	0.88%	\$ 777	\$ 1,133	\$ 1,414	\$ 1,630	\$ 1,774	\$ 6,728
Springfield R-12	4.1361	74.53%	\$ 65,715	\$ 95,866	\$ 119,559	\$ 137,853	\$ 150,079	\$ 569,072
Surtax	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Taxes Abated	5.5499	100%	\$88,177	\$128,635	\$160,427	\$184,974	\$201,379	\$763,592

Taxable Valuation Calculation	Year 1	Year 2	Year 3	Year 4	Year 5
Year 1 Investment (Taxable Cost)	\$ 9,490,000	\$ 9,490,000	\$ 9,490,000	\$ 9,490,000	\$ 9,490,000
Depreciation	89.29%	70.16%	55.13%	42.88%	30.63%
Year 1 Investment Depreciated Value	\$ 8,473,621	\$ 6,658,184	\$ 5,231,837	\$ 4,069,312	\$ 2,906,787
Year 2 Investment (Taxable Cost)		\$ 6,387,500	\$ 6,387,500	\$ 6,387,500	\$ 6,387,500
Depreciation		89.29%	70.16%	55.13%	42.88%
Year 2 Investment Depreciated Value		\$ 5,703,399	\$ 4,481,470	\$ 3,521,429	\$ 2,738,960
Year 3 Investment (Taxable Cost)			\$ 6,387,500	\$ 6,387,500	\$ 6,387,500
Depreciation			89.29%	70.16%	55.13%
Year 3 Investment Depreciated Value			\$ 5,703,399	\$ 4,481,470	\$ 3,521,429
Year 4 Investment (Taxable Cost)				\$ 6,387,500	\$ 6,387,500
Depreciation				89.29%	70.16%
Year 4 Investment Depreciated Value				\$ 5,703,399	\$ 4,481,470
Year 5 Investment (Taxable Cost)					\$ 6,387,500
Depreciation					89.29%
Year 5 Investment Depreciated Value					\$ 5,703,399
Total Taxable Value	\$ 8,473,621	\$ 12,361,583	\$ 15,416,706	\$ 17,775,610	\$ 19,352,045

Exhibit B

**CITY OF SPRINGFIELD, MISSOURI,
the City,**

AND

**BOKF, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of July 1, 2020

Relating to:

**\$48,000,000
(Aggregate Maximum Principal Amount)
City of Springfield, Missouri
Taxable Industrial Development Revenue Bonds
(Kraft Heinz Foods Company Project)
Series 2020**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of July 1, 2020, is between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and municipal corporation organized and existing under the 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 forth under the laws of the United States of America, with a corporate trust office located in the City of Kansas City, Missouri, as Trustee (the “**Trustee**”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act regarding the financing of the costs of a project for Kraft Heinz Foods Company, a Pennsylvania limited liability company (the “**Company**”), consisting of the acquisition and installation of new equipment and machinery (collectively, the “**Project**,” as more fully described on **Exhibit B** hereto) at the Company’s existing manufacturing facility located on certain real property in the City (the “**Project Site**,” as more fully described on **Exhibit A** hereto), out of the proceeds of industrial development revenue bonds to be issued under the Act.

3. Following such notice to affected taxing jurisdictions and a public hearing, the City Council of the City passed Special Ordinance No. _____ (the “**Ordinance**”) on June __, 2020, approving a plan for the Company’s economic development project to be financed through the issuance of \$48,000,000 maximum aggregate principal amount of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020 (the “**Series 2020 Bonds**”).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Trust Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement with the Company, as lessee, under which the City, as lessor, will acquire and equip the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from *ad valorem* personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the “**Trust Estate**”), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the City’s right to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided therein or herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as

hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the Lease and in the Performance Agreement, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

“Additional Bonds” means any additional parity bonds issued pursuant to **Section 209** of this Indenture.

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

“Authorized City Representative” means the Mayor, the City Manager, the City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor or City Manager. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Company Representative” means the person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Company by authorized officers. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), issued, authenticated and delivered under and pursuant to this Indenture, including an initial series of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020, in the maximum aggregate principal amount of \$48,000,000 and, upon the issuance of any Additional Bonds pursuant to **Section 209** of this Indenture, the term “Bonds” shall include such Additional Bonds.

“Bond Fund” means the “City of Springfield, Missouri, Bond Fund -- Kraft Heinz Foods Company” created in **Section 601** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of Springfield, Missouri, a constitutional home rule charter city and a municipal corporation organized and existing under the laws of the State of Missouri, and its successors and assigns.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

“Company” means Kraft Heinz Foods Company, a Pennsylvania limited liability company, and its successors or assigns.

“Costs of Issuance Fund” means the “City of Springfield, Missouri, Costs of Issuance Fund -- Kraft Heinz Foods Company” created in **Section 501** of this Indenture.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Series 2020 Bonds outstanding under the provisions of this Indenture, not to exceed \$48,000,000, and any Additional Bonds issued hereunder, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Government Securities” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks and the Farmers Home Administration;
- (c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;
- (d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a

custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by Standard & Poor's and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of July 1, 2020, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lease Term" means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

"Outstanding," when used with reference to Bonds, means, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for, or in lieu of other Bonds, which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which principal of or interest on any Bond is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Performance Agreement" means the Performance Agreement dated as of July 1, 2020, between the City and the Company, as amended and supplemented from time to time.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Project” means all items of equipment or other personal property acquired or installed on the Project Site pursuant to **Article IV** of the Lease and paid for, or reimbursed, in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor which, pursuant to **Section 8.2** of the Lease, constitute part of the Project.

“Project Costs” means all costs of acquisition and installation of the Project including the following:

- (a) all costs and expenses necessary or incident to the acquisition and installation of the Project on the Project Site, which the Company conveys to the City;
- (b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of installation, preparation of plans, drawings and specifications and supervision of installation, as well as for the performance of all other duties of professionals and consultants in relation to the acquisition and installation of the Project or the issuance of the Bonds;
- (c) all costs and expenses of every nature incurred in purchasing and installing the Project, including the actual cost of labor and materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the acquisition and installation of the Project, but excluding any real property improvements;
- (d) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the acquisition and installation of the Project;
- (e) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the acquisition and installation of the Project; and (3) the financing thereof; and
- (f) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Fund” means the “City of Springfield, Missouri, Project Fund -- Kraft Heinz Foods Company” created in **Section 501** of this Indenture.

“Project Site” means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds, and its successors or assigns.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means BOKF, N.A., in the City of Kansas City, Missouri, a national banking association organized and existing under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Springfield, Missouri, Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$48,000,000 in one or more series of Bonds (except that such maximum total principal amount may be increased in connection with the issuance of Additional Bonds).

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political

subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

In accordance with **Section 5.1** of the Lease, provided that the Purchaser, or any other affiliate of the Company, is the sole holder(s) of the Bonds, the Company shall set-off the then-current Basic Rent payment against the City's obligation to the Company as Bondholder(s) under this Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon. Notwithstanding anything contained in this Indenture, the Lease, the Bond Purchase Agreement or the Performance Agreement to the contrary, if the Purchaser, or any other affiliate of the Company, is the Owner of all of the Bonds Outstanding, payments of principal and interest on the Bonds may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys to such Owner.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the

continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor or City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Series 2020 Bonds.

(a) The Series 2020 Bonds are authorized for the purpose of providing funds to pay a portion of the costs of the Project. The Series 2020 Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2026** (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Series 2020 Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the Ordinance passed by the City Council authorizing the issuance of the Series 2020 Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) Copies of original executed counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Series 2020 Bonds and deliver the same to the Purchaser upon payment, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Series 2020 Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

(6) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2020 Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Series 2020 Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Series 2020 Bonds in an amount equal to the Closing Price and then pursuant to **Section 204(c)** hereof either hold the Series 2020 Bonds in trust or if so directed in writing deliver the Series 2020 Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Series 2020 Bonds in an amount equal to the Closing Price and then pursuant to **Section 204(c)** hereof either hold the Series 2020 Bonds in trust for the Owners or if so directed in writing deliver the Series 2020 Bonds to the Owners (or another purchaser or assignee designated by the Owners).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal or up to the Closing Price.

(e) Following the initial issuance and delivery of the Series 2020 Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Series 2020 Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Series 2020 Bonds shall bear interest at the rate of 5.00% per annum on the Cumulative Outstanding Principal Amount of the Series 2020 Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2020, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed \$48,000,000 (except as such amount may be increased in connection with the issuance of Additional Bonds) and further provided that the Bonds shall be paid in full no later than **December 1, 2026**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited into the Project Fund and/or Costs of Issuance Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis until the Project is completed. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity (except as otherwise provided in this Section) with the Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in this Section for any of the following purposes: (1) to provide funds to pay the costs of completing the Project, the total of such costs to be evidenced by a certificate signed by an Authorized Company Representative, (2) to provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof, (3) to provide funds to pay all or any part of the costs of the acquisition, construction or installation of such additions to the Project (buildings or equipment) as the Company may deem necessary or desirable and as will not impair the nature of the Project as a “project” within the meaning and purposes of the Act, and (4) to provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding.

(b) Before any Additional Bonds are issued under the provisions of this Section, the City shall pass an ordinance (a) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (b) authorizing the City to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the bonds of such series, (c) authorizing the City to enter into a Supplemental Lease Agreement with the Company to provide for lease payments at least sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds and Additional Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, and to extend the term of the Lease if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the term of the Lease, (d) authorizing the City to enter into a supplemental performance agreement with the Company to provide for payments in lieu of taxes with respect to the property being financed by the Additional Bonds, and (e) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the City, are not prejudicial to the City or the owners of the Bonds previously issued.

(c) Such Additional Bonds shall have the same general title as the Bonds, except for an identifying series letter or date, shall be dated, shall mature on such dates, shall be in such denominations, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III** of this Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, denominations, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Bonds and any other Additional Bonds.

(d) Such Additional Bonds shall be executed in the manner set forth in **Section 205** hereof and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the City Council authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture, Supplemental Lease, a supplement to the Performance Agreement and supplements to any other documents as may be necessary;

(2) Copies of original executed counterparts of the Supplemental Indenture, the Supplemental Lease Agreement and a supplement to the Performance Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Additional Bonds and deliver the same to the Purchaser upon payment, for the account of the City, of the purchase price thereof specified in the bond purchase agreement executed in connection with the purchase of the Additional Bonds. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Additional Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Additional Bonds.

When the documents specified in this subsection have been filed with the Trustee, and when the Additional Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the purchase price to the Trustee, and the Trustee shall endorse the Additional Bonds in an amount equal to the purchase price and then either hold the Additional Bonds in trust or if so directed in writing deliver the Additional Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the purchase price of the Additional Bonds, and the Trustee shall authenticate and endorse the Additional Bonds in an amount equal to the purchase price and pursuant to **Section 204(c)** hereof either hold the Additional Bonds in trust for the Purchaser or if so directed in writing deliver the Bonds to the Purchaser (or another purchaser or assignee designated by the Purchaser).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited an amount equal or up to the purchase price of any Additional Bonds.

(e) When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the Purchaser thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article IV** hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds of all Additional Bonds issued to refund Outstanding Bonds (excluding accrued interest and premium, if any, which shall be deposited in a separate account in the Bond Fund) shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, premium, if any, and interest on the Bonds to be refunded, as

provided in **Section 1101** hereof and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 211. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the Company, on behalf of the City, and upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Any redemption and payment of the Bonds shall account for any permitted set-off as set forth in **Section 5.1** of the Lease.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(a)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds

pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Company, in its capacity as Owner of the Bonds, may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company, in its capacity as lessee under the Lease, shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following separate special trust funds in the name of the City:

(a) “City of Springfield, Missouri, Project Fund -- Kraft Heinz Foods Company” (herein called the “Project Fund”); and

(b) “City of Springfield, Missouri, Costs of Issuance Fund -- Kraft Heinz Foods Company” (herein called the “Costs of Issuance Fund”).

Upon the issuance of a series of Additional Bonds, if any, the Trustee shall create separate special trust funds similar to those set forth above for said series of Additional Bonds.

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)** and **(e)** or **Section 209(d)** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing and installing the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative and the Trustee will not be required to make any independent inspection or investigation in connection therewith. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the Project and all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable any balance remaining in the Project Fund shall without further authorization be transferred to and deposited in the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing

memorandum. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the Closing Date for the applicable series of Bonds shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Creation of the Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the City to be designated the “City of Springfield, Missouri, Bond Fund -- Kraft Heinz Foods Company, Series 2020” (herein called the “Bond Fund”).

Section 602. Deposits Into the Bond Fund. The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the Purchaser; (b) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (c) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (d) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (e) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (f) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(a)** or **(d)** and **9.2(c)** of the Lease; (g) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (h) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

Unless the Company is exercising its right of offset pursuant to **Section 5.1** of the Lease, the Trustee shall notify the Company in writing, at least 15 days prior to each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 603. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 605** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) Notwithstanding anything contained herein or in the Lease to the contrary, if the Purchaser, or any other affiliate of the Company, is the Owner of all of the Bonds Outstanding, payments of principal and interest on the Bonds may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys to such Owner.

Section 604. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 605. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 606. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner prior to the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article V** and **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other

than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City may file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements, if any, related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed, as may be applicable, in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall cause to be filed continuation statements to the financing statements under the Uniform Commercial Code of the State, with the appropriate filing office of the State, in such manner as may be required by the Uniform Commercial Code of the State. The Company shall be responsible for the reasonable fees and costs, including fees and costs of counsel or other experts, incurred by the Trustee in the preparation and filing of all continuation statements hereunder. Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial, amendment, or other filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings or any amendments or other changes to Article 9 of the Uniform Commercial Code of the State. The Trustee shall be fully protected in relying on information with respect to such initial filing delivered to it by or on behalf of the City or the Company, as applicable, and descriptions in filing any continuation statements required.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Performance Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof; or
- (c) Default as specified in **Section 12.1** of the Lease shall have occurred.

No default specified above shall constitute an Event of Default until actual notice of such default by registered or certified mail has been given by the City, the Company, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company or the City (as the case may be), and the Company or the City (as the case may be) has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money

due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all Events of Default or defaults, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges prior to the lien of this Indenture, (d) all expenses of such repairs and improvements, and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(b), (c), (d)** or **(e)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article

as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(i)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of 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 the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(i)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b), (c), (d), (e) or (f)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of

the reasonable fees, expenses, liabilities and advances incurred or made by the Trustee (including any reasonable attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereof of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all reasonable fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 603** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or

to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b), (c), (d), (e) or (f)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay

such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in **Section 805** hereof and the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(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 or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of

such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any

Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment 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 reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City, but in any event not before a successor Trustee has been appointed and accepted its duties hereunder.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Owners and signed by the Company.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company (so long as no Event of Default has occurred and is continuing) may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall

be a trust company or bank in good standing and qualified to accept such trust having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided within 30 days of any resignation or removal, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, and upon approval by the City of the records and accounts of the predecessor Trustee, a release of the predecessor Trustee by the City, and payment of the reasonable fees and expenses of the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State of Missouri) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either on default or in case 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 additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee. Such co-trustee or separate trustee must be approved by the Company so long as the Company is not in default under the Lease.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall, so long as no Event of Default has occurred and is continuing hereunder,

be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and to any Owner requesting the same and, upon the request of the Company or the Owner, a semi-annual accounting to the Company and the Owner, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners;

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company;

- (e) To subject to this Indenture additional revenues, properties or collateral; or
- (f) To issue Additional Bonds as provided in Section 209 hereof.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto, (d) in connection with the issuance of Additional Bonds under **Section 209** hereof, or (e) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the designated corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by this Indenture and the Lease and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon

cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 603** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the

writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(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 registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service or sent by facsimile:

(a) To the City:

City of Springfield, Missouri
Busch Municipal Building, 4th Floor
840 Boonville Avenue
Springfield, Missouri 65802
Attention: City Manager

(b) To the Trustee:

BOKF, N.A.
2405 Grand Blvd, Ste. 840
Kansas City, MO 64108
Attention: Corporate Trust Department

(c) To the Company:

Kraft Heinz Foods Company
200 E. Randolph Street
Chicago, Illinois 60601
Attention: Greg Hay, Director, US Government Affairs

With a copy to:

Kraft Heinz Foods Company

200 E. Randolph Street
Chicago, Illinois 60601
Attention: Legal Department

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed; provided, however, that notice to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when receipted. All notices given by facsimile shall be deemed fully given as of the date when receipted. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City has caused this Indenture to be signed in its name and behalf by its City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by its duly authorized officer, all as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

BOKF, N.A.,
as Trustee

By _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF PROJECT SITE

1951 E Meadowmere Street, Springfield, MO 65804, legally described as follows:

Tract I:

The East One-half ($E\frac{1}{2}$) of the following: Beginning at the Southeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-nine (29) Range Twenty-one (21), thence West along said Quarter Section Line 298 feet; thence North 1138.7 feet to a point on the South and West side of the county road, said road being immediately South and West of the right of way of the railroad; thence in a Southeasterly course 380 feet to the line dividing the Northwest Quarter ($NW\frac{1}{4}$) and the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of said Section; thence South 1015 feet to the place of beginning, all in the City of Springfield, Greene County, Missouri, except that part deeded from said East One-half ($E\frac{1}{2}$) to Johnson in Book 1035 at Page 125, and also except any part thereof taken, deeded or used for road or highway purposes.

Tract II:

The East Fifty (50) feet of Lots One (1), Two (2), and Three (3) and the East 5 feet of the West 150 feet of Lots One (1) and Two (2) in Crutcher's Country Club District, a subdivision in Greene County, Missouri, according to the recorded plat thereof.

Tract III:

Beginning at a point 160.1 feet West of the Southeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-nine (29), Range Twenty-one (21), and running thence West 139.9 feet; thence North 1301.5 feet to the right of way of the St. Louis and San Francisco Railway; thence Southeasterly along said right of way 190.9 feet; thence South 1146.46 feet to the place of beginning, in Greene County, Missouri, except any part thereof deeded.

EXHIBIT B

PROJECT

All equipment and personal property items designated by the Company now or hereafter procured, assembled, manufactured or installed at the Project Site by the Company paid for, or reimbursed, with Bond proceeds and all additions, replacements, alterations, substitutions thereto now or hereafter effected and specifically designated by the Company. A replacement item may be included by the Company as a part of the Project under the conditions set forth in the Lease.

EXHIBIT C
FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$48,000,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(KRAFT HEINZ FOODS COMPANY PROJECT)
SERIES 2020**

Interest Rate

5.00%

Maturity Date

December 1, 2026

Dated Date

July __, 2020

OWNER: KRAFT HEINZ FOODS COMPANY

MAXIMUM PRINCIPAL AMOUNT: FORTY-EIGHT MILLION DOLLARS

THE CITY OF SPRINGFIELD, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, is payable in arrears on each December 1, commencing on December 1, 2020, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Springfield, Missouri, Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020,” in the maximum aggregate principal amount of \$48,000,000 (the “Bonds”), to be issued for the purpose of acquiring and installing new equipment and machinery (the “Project”) at the Company’s existing plant located on certain real property in Springfield, Missouri (the “Project Site”). The City will lease the Project to Kraft Heinz Foods Company, a limited liability company organized and existing under the laws of the State of Pennsylvania and authorized to do business in Missouri (the “Company”), under the terms of a Lease Agreement dated as of July 1, 2020 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of July 1, 2020 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Subject to the terms and conditions set forth therein, the Indenture permits the City to issue Additional Bonds (as defined in the Indenture) secured by the Indenture on a parity with the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption as described in the Indenture. If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and is secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of Springfield, Missouri, Bond Fund -- Kraft Heinz Foods Company”

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect

set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond up to the maximum principal amount of \$48,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, City of Springfield, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor or City Manager, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

CITY OF SPRINGFIELD, MISSOURI

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

By: _____
City Manager

Registration Date: _____

BOKF, N.A.,
as Trustee

ATTEST: (Seal)

By _____
Authorized Signatory

City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(KRAFT HEINZ FOODS COMPANY PROJECT)
SERIES 2020**

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the books kept by the Trustee for
the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Bond in every particular.

Place Signature Medallion below:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Springfield, Missouri
Busch Municipal Building, 4th Floor
840 Boonville Avenue
Springfield, Missouri 65802
Attention: City Manager

BOKF, N.A.
2405 Grand Blvd, Ste. 840
Kansas City, MO 64108
Attention: Corporate Trust Department

Re: \$48,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020, of City of Springfield, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the “Bonds”), the undersigned purchaser of the Bonds (the “Purchaser”) hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of July 1, 2020 (the “Indenture”), between the City of Springfield, Missouri (the “City”) and BOKF, N.A., as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Kraft Heinz Foods Company, a limited liability company organized and existing under the laws of the State of Pennsylvania and authorized to do business in Missouri (the “Company”), under a Lease Agreement dated as of July 1, 2020 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company, the Trustee and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20____

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

Exhibit C

**CITY OF SPRINGFIELD, MISSOURI,
As Lessor,**

AND

**KRAFT HEINZ FOODS COMPANY,
As Lessee**

LEASE AGREEMENT

Dated as of July 1, 2020

Relating to:

**\$48,000,000
(Aggregate Maximum Principal Amount)
City of Springfield, Missouri
Taxable Industrial Development Revenue Bonds
(Kraft Heinz Foods Company Project)
Series 2020**

The interest of the City of Springfield, Missouri (the “City”), in this Lease Agreement has been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of July 1, 2020, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of July 1, 2020 (the “Lease”), is between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **KRAFT HEINZ FOODS COMPANY**, a Pennsylvania limited liability company, as lessee (the “Company”);

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), to purchase, construct, extend and improve certain “projects” (as defined in Section 100.010 of the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act regarding the financing of the costs of a project for the Company, consisting of the acquisition and installation of new equipment and machinery (collectively, the “Project,” as more fully described on **Exhibit B** hereto) at the Company’s existing manufacturing facility located on certain real property in Springfield, Missouri (the “Project Site,” as more fully described on **Exhibit A** hereto), out of the proceeds of industrial development revenue bonds to be issued under the Act.

3. Following such notice to affected taxing jurisdictions and a public hearing, the Council of the City passed Special Ordinance No. _____ on June __, 2020 (the “Ordinance”), approving a plan for the Company’s economic development project to be financed through the issuance of \$48,000,000 maximum aggregate principal amount of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020 (the “Bonds”).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) the Trust Indenture dated as of even date herewith (the “Indenture”), between the City and BOKF, N.A., as bond trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, (b) this Lease with the Company, as lessee, under which the City, as lessor, will purchase and equip the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from *ad valorem* personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Environmental Law” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

“Equipment Financing” means any financings which the Company may undertake with an Equipment Lender with respect to the Project or any portion thereof.

“Equipment Financing Documents” means all loan agreements, notes, security documents, UCC financing statements, acknowledgements, assignments and other documents securing, evidencing or otherwise pertaining to any Equipment Financing.

“Equipment Lender” means all third parties entering into any Equipment Financing Documents or receiving delivery of or the benefit from any Equipment Financing Documents, including the Equipment Lender’s designee, nominee, assignee, transferee, purchaser in foreclosure or receiver.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined in accordance with **Section 7.2(a)** hereof.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** of this Lease.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, the Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic’s liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e)

liens or security interests granted pursuant to any Equipment Financing Documents, and (f) any other lien, encumbrance, lease, easements, restrictions or covenants consented to in writing by the Company and the Owners of 100% of the principal amount of the Bonds. Nothing in this definition shall authorize or permit any party other than the Company to create or consent to the creation of any Permitted Encumbrance.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time, the same being duly certified by the Company, and on file with the Company in Springfield, Missouri, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act and its Charter, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) The City proposes to purchase and install the Project or cause the Project to be purchased and installed. The City will lease the Project to the Company and sell the Project or any portion thereof to the Company if the Company exercises its option to purchase the Project or any portion thereof as provided herein, all for the purpose of furthering the public purposes of the Act;

(c) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds;

(e) The City will not permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative;

(f) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof;

(g) The purchase and installation of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act; and

(h) No member of the governing body of the City or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Pennsylvania and is authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper corporate action of its governing body, the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other corporate restrictions or any agreement or instrument to which the Company is a party or by which it or any of its

property is bound, or the Company's organizational documents or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of purchasing and installing the Project supplied by the Company are in accordance with sound accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Springfield, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on December 1, 2026.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act, this Lease and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The

Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay or cause to be paid all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term.

ARTICLE IV

PURCHASING AND INSTALLING THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that it will issue, sell and cause to be delivered the Bonds to the Company, as purchaser thereof, in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Purchase and Installation of the Project. The City and the Company agree that the City will and the Company as the agent of the City shall, but solely from the Project Fund, or an endorsement of the Bond balance pursuant to **Section 4.1** above and **Section 208(d)** or **Section 209(d)** of the Indenture, purchase and install the Project as follows:

(a) Concurrently with the execution of this Lease, the City will acquire that portion of the Project currently complete, if any, and a bill of sale with respect thereto will be delivered to the City (which may come in the form of a requisition certificate);

(b) The Company will, on behalf of the City, purchase and install the Project at the Project Site in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that all personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.3**;

(c) Except as provided in the next sentence, title to the Project shall be evidenced by bills of sale or other instruments of transfer, including purchase orders or other instruments pursuant (which may come in the form of a requisition certificate) to which the City acquires title to personal property directly from the vendor thereof or from the Company. Subject to **Section 8.2**, all portions

of the Project placed in service at the Project Site by the Company or substituted by the Company shall automatically become part of the Project subject to this Lease, and full title and ownership of such Project shall be automatically vested in the City, without the requirement of a bill of sale or other instrument of conveyance unless otherwise requested by the City. In any event, on or before March 1 of each year, the Company shall furnish to the City (addressed to the City Clerk) and the Trustee a list of items (based on the Company's internal record keeping) comprising the Project as of January 1 of such year (the City and the Company agree that the Trustee has no duty or obligation to review any such lists and is merely holding them as a repository). The improper inclusion or exclusion of any item in the Project pursuant to such list may be rectified by the Company within 30 days' of the discovery by the Company of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Project for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the Trustee as may be requested in order to ensure that such list corresponds to the list of items comprising the Project maintained by the Trustee; and

(d) The Company agrees that it will use reasonable efforts to cause the purchase and installation of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such purchase and installation commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose; provided, however, that the Company may be reimbursed from Bond proceeds for any such advance.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, or an endorsement of the Bond balance pursuant to **Section 4.1** above and **Section 208(d)** or **Section 209(d)** of the Indenture, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a requisition certificate pursuant to **Section 4.4** hereof.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, or an endorsement of the Bond balance pursuant to **Section 4.1** above and **Section 208(d)** or **Section 209(d)** of the Indenture. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, or endorse the Bond balance pursuant to **Section 4.1** above and **Section 208(d)** or **Section 209(d)** of the Indenture, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. [Reserved.]

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of and interest on the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If no Additional Bonds are issued as provided in **Section 209** of the Indenture, and the balance, if any, in the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project and all additions thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when acquired and/or installed become the absolute property of the City, subject only to this Lease, the Indenture and any other Permitted Encumbrances. Nothing herein shall limit the Company's right to own personal property which is not a part of the Project as described in **Section 4.8** hereof.

Section 4.8. Personal Property Purchased by the Company. Any item of personal property the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for, or reimbursed, from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the sole and absolute property of the Company, shall not be subject to the terms of this Lease or the Performance Agreement and shall not constitute a part of the Project for purposes of **Section 6.4** and therefore is subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project and the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2020 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On December 1, 2026 (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Purchaser, or any other affiliate of the Company, is the sole holder of the Bonds, the Company shall set-off the then-current Basic Rent payment against the City's obligation to the Purchaser, or any other affiliate of the Company, as Owner under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, if the Trustee is not holding the Bonds pursuant to the provisions of the Indenture, the Purchaser shall, on or before the final Payment Date, deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Notwithstanding anything contained in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, if the Purchaser, or any other affiliate of the Company, is the Owner of all of the Bonds Outstanding, payments of Basic Rent may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys to such Owner or the Trustee.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

- (a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee or any Paying Agent incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;
- (b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;
- (c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;

- (d) all amounts payable under the Performance Agreement; and
- (e) all other payments of whatever nature which the Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease. At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon (principal to be credited against principal and interest to be credited against interest).

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, or cause to be paid and discharged, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company shall have the right, in its own name or in the City's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Section by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention so to do, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project and paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its Affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company agree that while the Project is owned by the City and is subject to this Lease, the Project and the leasehold interest of the Company in the Project will be exempt from all *ad valorem* personal property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as **Appendix I**. Notwithstanding the foregoing, the Company will annually pay to the City the payments in lieu of taxes with respect to the Project set forth in the Performance Agreement.

ARTICLE VII

INSURANCE

Section 7.1. Insurance Generally. The Company agrees to maintain the insurance required by this **Article VII**. The Trustee shall have no obligation to purchase insurance if the Company fails to maintain the insurance required by this **Article VII**.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2020 with a certificate of an Authorized Company Representative certifying compliance with this Section. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (subject to reasonable loss deductible amounts not to exceed the amounts normally or generally carried by the Company or its affiliates). The policies of

said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2020 with a certificate of an Authorized Company Representative certifying compliance with this Section, together with certificates of insurance evidencing such coverage. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage as may be required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of \$100,000,000, as determined by generally accepted accounting principles. If the Company self-insures as permitted by this Section, the Company shall so notify the City and the Trustee in writing and shall be deemed to have complied with the requirements of this Article.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Removal and Replacement of Portions of the Project.

(a) The Company may, if it is not in default in making payments of Basic Rent or Additional Rent hereunder, remove from the Project and sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the

Company, are otherwise no longer useful to the Company in its operations. Prior to any such removal, the Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description, including the make, model and serial numbers, if any, of any machinery or equipment constituting a part of the Project that the Company proposes to remove. The Trustee shall amend the list of machinery or equipment comprising the Project maintained by it pursuant to **Section 4.2(b)** hereof upon receipt of such certificate. Upon request, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of such portion of the Project removed. Notwithstanding anything contained herein to the contrary, title to any item of the Project removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Upon any removal of portions of the Project, the portions of the Project so removed shall no longer be entitled to the benefits of the Performance Agreement.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Company's rights under this Section to remove machinery and equipment constituting a part of the Project is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment which is no longer suitable for any of the reasons set forth in this Section, and such right is not to be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Company to make a wholesale removal of the Project.

Section 8.3. [Reserved].

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.5. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics', vendors' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics', vendors' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics', vendors' or other similar lien if the Company (i) within 60 days notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such

contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project shall be damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, may elect to do any of the following:

(i) repair, restore, replace or improve the Project as nearly as may be practicable to the condition and character of the Project immediately prior to such damage or destruction.

(ii) if the Company shall determine that repairing, restoring, replacing or improving the Project or any portion thereof is not practicable and desirable, any Net Proceeds of property insurance required by **Article VII** hereof received with respect to such damage or loss shall be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due.

(b) If the Company shall elect to replace any equipment, for all purposes of this Lease, any reference to the word "Project" shall be deemed to also include any such new equipment and all additions thereto and all replacements and alterations thereof.

(c) The Net Proceeds of property insurance required by **Article VII** hereof received with respect to any damage or loss to the Project shall be paid to the Company. The insurance monies, if any, paid to the Company as provided under this Article, on account of any loss or destruction to the Project, shall be held by it in trust and applied only as provided in subsection (a) above.

(d) If any of the insurance monies paid by the insurance company to the Company as hereinabove provided, shall remain after the completion of such repairs, restoration or replacement, and this Lease shall not have terminated, the excess shall be deposited in the Bond Fund. If the Net Proceeds shall be insufficient to pay the entire cost of such repairs, restoration or replacement, the Company shall pay the deficiency.

(e) In the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(f) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(g) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project which damage a material portion of the Project.

(h) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project shall be condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City and the Trustee in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire substitute equipment.

(b) If the Company shall determine that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition and installation of such substitute equipment, so as to place the Project in substantially the same condition as existed prior to the exercise of the said power of eminent domain, including the acquisition of other equipment suitable for the Company's operations (which equipment will be deemed a part of the Project and available for use by the Company without the payment of any rent other than herein provided, to the same extent as if such other equipment were specifically described herein and demised hereby); provided, that such equipment will be acquired by the City subject to no liens, security interests or encumbrances prior to the lien and/or security interest afforded by the Indenture other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of property insurance proceeds).

(c) If the Company determines that it is not practicable and desirable to acquire replacement equipment, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of any Equipment Lender under the Equipment Financing Documents.

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any

abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed in writing by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any Person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof; unless such loss is the result of the City's or the Trustee's respective negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company shall have the right within 90 days (or such later date as the City may agree to) after the termination of this Lease to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee, and their duly authorized agents, shall have the right at reasonable times during business hours, subject to 5 Business Days' advance written notice and the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the

purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees, following an uncured Event of Default in the case of purchasers or lessees.

Section 10.4. Permitted Encumbrances; Equipment Financing Documents.

(a) If no Event of Default under this Lease shall have happened and be continuing, the Company may at any time or times incur Permitted Encumbrances.

(b) The Company may request the City to (i) pledge, assign or otherwise hypothecate all or a portion of its interest in and to the Project in connection with any Equipment Financing, and/or (ii) acknowledge any Equipment Financing and the rights and remedies of any Equipment Lender thereunder. Subject to the terms and conditions of this Section, the City promptly will execute and deliver or authorize the filing of, at the Company's request and expense, all Equipment Financing Documents. The City and the Trustee will not be liable for any of the indebtedness evidencing the Equipment Financing or for any other obligations of the Company, as borrower under the Equipment Financing Documents in the Company's own name or as the authorized agent for the City even if such agency relationship is not specified. No separate signature or authorization from the City will be required for the execution and delivery of any Equipment Financing Documents. Each Equipment Lender will be entitled to rely upon the Equipment Financing Documents as having been executed by the Company as the agent for the City unless the Equipment Lender has actual notice that the agency granted in this Lease has been terminated because of an uncured Event of Default under this Lease. The City appoints the Company as its irrevocable attorney-in-fact, coupled with an interest, to execute and deliver on behalf of the City each Equipment Financing Document, subject to the limitations of liability set forth above.

(c) In the event of an Equipment Financing by which all or a portion of the Project is pledged as collateral under the Equipment Financing Documents, each of the following provisions will apply in addition to, but not excluding, provisions of the Equipment Financing Documents:

(1) This Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of each Equipment Lender of which the City and the Trustee have received written notice.

(2) There will be no merger of title between the leasehold estate created by this Lease and the ownership interest of the City in the Project, notwithstanding that this Lease or the leasehold estate and ownership interest will be owned by the same person or persons, without the prior written consent of each Equipment Lender.

(3) If the mailing address of the Equipment Lender is provided to the City and the Trustee in writing, the City will send each Equipment Lender a copy of each notice of default and each notice of termination given to the Company under this Lease, at the same time such notice is sent to the Company. No notice to the Company will be effective unless a copy thereof is served upon each Equipment Lender of which the City and the Trustee has received written notice.

(4) Each Equipment Lender will have the same time period after receipt of notice within which to remedy or cause to be remedied any payment default under this Lease plus thirty (30) days, and the City will accept performance by the Equipment Lender as timely performance by the Company.

(5) The Equipment Lender will not be required to continue possession or continue legal proceedings under this Section if the particular default has been cured.

(6) The City may exercise any of its rights or remedies with respect to any other default by the Company, subject to the rights of the Equipment Lender under this Section as to such other defaults.

(7) In case of default by the Company under this Lease or the Performance Agreement, other than a default in the payment of money, the City will take no action to effect a termination of this Lease or the Performance Agreement by service of a notice or otherwise without first giving notice to the Equipment Lender and allowing the Equipment Lender a reasonable time within which either to (i) obtain possession of the Project and to remedy such default, or (ii) institute and, with reasonable diligence, complete legal proceedings or otherwise acquire the Company's leasehold estate under this Lease. The City's right to terminate this Lease and the Performance Agreement by reason of a default that is not susceptible of being remedied by the Equipment Lender will end with respect to such default when the Equipment Lender obtains possession of the Project or portion thereof financed by an Equipment Financing. The Equipment Lender will pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default.

(8) If this Lease terminates prior to the expiration of the Lease Term, the City will enter into a new lease for the Project with the Equipment Lender for the remainder of the term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the Equipment Lender as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, turns over to the new lessee all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) the Equipment Lender will make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the new tenant cures all defaults of the Company under this Lease (susceptible of being cured by the Equipment Lender) which remain uncured on that date, and pays or causes to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and pays or causes to be paid to the City and the Trustee on that date all expenses, including reasonable counsel fees, court costs and disbursements, incurred by the City and the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease.

If more than one Equipment Lender requests a new lease, a new lease will be made with and delivered to the Equipment Lender whose security interest is prior in lien to those of any other Equipment Lender.

(9) If the Equipment Lender becomes the owner of this Lease and the Equipment Lender assigns this Lease, the Equipment Lender assigning this Lease shall be released from all liability accruing from and after the date of such assignment with the express written consent of the City.

(d) In the event the City or the Trustee engages counsel to review Equipment Financing Documents in connection with any request for the City to execute any Equipment Financing Documents or otherwise pledge the Project as collateral, the Company will reimburse the City and the Trustee for their reasonable counsel fees and expenses incurred in connection with such review.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the “Indemnified Parties”) from and against all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys’ fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys’ fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, (g) failure to maintain and provide evidence of the policies of insurance as required by **Article VII**, and (h) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not (i) extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City, or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of the negligence or willful misconduct of the Trustee or (iii) extend to the City or the Trustee, as the case may be, if such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be

at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company in writing, which shall not be unreasonably withheld or delayed. The Company shall not be liable for any settlement of any such action effected without its prior written consent by any of the Indemnified Parties, but if settled with the prior written consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation or company incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (b) \$100,000,000. The term “net worth”, as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 10.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. The Trustee shall, pursuant to Section 805 of the Indenture, continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such

option, the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all of the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus
- (d) the sum of \$100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

- (a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and
- (b) Documents conveying to the Company legal title to the Project (by Bill of Sale), as it then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (2) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (3) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease; and (5) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due by the Company under the Performance Agreement. The amount of the purchase price under this Section shall be \$100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

- (a) Default in the due and punctual payment of Basic Rent; or
- (b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee; or
- (c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 30 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion); or
- (d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) makes an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is

not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncured for or abandoned for a period of 90 days; or

(f) The occurrence and continuance of an “Event of Default” by the Company under the Performance Agreement following any applicable notice and grace period provided therein.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City’s election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, subject, however, at all times to the Company’s rights under **Article XI**:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City’s intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof, the Company’s rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may take possession of the Project or, if the Company has paid all obligations due and owing under the Indenture, this Lease and the Performance Agreement, convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company’s Obligations by the City. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City’s name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company’s part for 30 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys’ fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions.

The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease any interests in this Lease without the prior written consent of the City shall only apply to assignments made (A) to any

entity whose long-term debt, or the long-term debt of an entity controlled by, under common control with or controlling such entity has at least a rating in any of the top three long term debt rating categories by any nationally recognized rating agency; (B) so long as the Company shall remain secondarily liable, to any such entity; or (C) to an entity controlled by or under common control with or controlling the Company, so long as such entity has a net worth of at least \$5,000,000 at the time of such assignment or sublease. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor-beneficiary of this Lease.

Section 13.3. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the

Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.9. Execution in Counterparts. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.10 Complete Agreement. The Company and the City understand that oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Lease, the Bond Purchase Agreement and in the Performance Agreement, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Lease and the Performance Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania limited liability company

By: _____
Name: Julie Groetsch
Title: Vice President, Tax

EXHIBIT A

DESCRIPTION OF PROJECT SITE

1951 E Meadowmere Street, Springfield, MO 65804, legally described as follows:

Tract I:

The East One-half ($E\frac{1}{2}$) of the following: Beginning at the Southeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-nine (29) Range Twenty-one (21), thence West along said Quarter Section Line 298 feet; thence North 1138.7 feet to a point on the South and West side of the county road, said road being immediately South and West of the right of way of the railroad; thence in a Southeasterly course 380 feet to the line dividing the Northwest Quarter ($NW\frac{1}{4}$) and the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of said Section; thence South 1015 feet to the place of beginning, all in the City of Springfield, Greene County, Missouri, except that part deeded from said East One-half ($E\frac{1}{2}$) to Johnson in Book 1035 at Page 125, and also except any part thereof taken, deeded or used for road or highway purposes.

Tract II:

The East Fifty (50) feet of Lots One (1), Two (2), and Three (3) and the East 5 feet of the West 150 feet of Lots One (1) and Two (2) in Crutcher's Country Club District, a subdivision in Greene County, Missouri, according to the recorded plat thereof.

Tract III:

Beginning at a point 160.1 feet West of the Southeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-nine (29), Range Twenty-one (21), and running thence West 139.9 feet; thence North 1301.5 feet to the right of way of the St. Louis and San Francisco Railway; thence Southeasterly along said right of way 190.9 feet; thence South 1146.46 feet to the place of beginning, in Greene County, Missouri, except any part thereof deeded.

EXHIBIT B

PROJECT

All machinery, equipment and other personal property located or to be located on the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds (either directly or by reimbursement of the Company), and all replacements thereof and substitutions therefor made pursuant to this Lease.

EXHIBIT C

[FORM OF REQUISITION CERTIFICATE]

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JULY 1, 2020, BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF JULY 1, 2020, BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND KRAFT HEINZ FOODS COMPANY

The undersigned hereby requests that the total shown on **Schedule 1** be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

We hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, installation and equipping of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of our knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, installation and equipping of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease.

KRAFT HEINZ FOODS COMPANY

By: _____

Name: _____

Title: _____

SCHEDULE 1 TO REQUISITION CERTIFICATE

<u>Amount</u>	<u>Payee and Address</u>	<u>Description</u>
---------------	--------------------------	--------------------

With respect to any personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF SPRINGFIELD, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project" as defined under the Lease Agreement dated as of July 1, 2020, between the Company and the City. The property is being conveyed "as is," "where is" and "with all faults" as of the date placed in service at the Project Site, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

APPENDIX I

Form of Performance Agreement

See Document No. ____

Exhibit D

\$48,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(KRAFT HEINZ FOODS COMPANY PROJECT)
SERIES 2020

BOND PURCHASE AGREEMENT

DATED AS OF JULY 1, 2020

City of Springfield, Missouri
Busch Municipal Building, 4th Floor
840 Boonville Avenue
Springfield, Missouri 65802

Ladies and Gentlemen:

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Kraft Heinz Foods Company, a Pennsylvania limited liability company (the “Purchaser”), offers to purchase from the City of Springfield, Missouri (the “City”), the above-referenced series of Taxable Industrial Development Revenue Bonds (the “Bonds”), to be issued by the City under and pursuant to Special Ordinance No. _____ passed by the governing body of the City on June ___, 2020 (the “Ordinance”) and a Trust Indenture dated as of July 1, 2020 (the “Indenture”), by and between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional home rule charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement (the “City Documents”) and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of financing the Project for the benefit of Kraft Heinz Foods Company, a Pennsylvania limited liability company (the “Company”), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or the City Documents; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Pennsylvania and is authorized to do business in and is in good standing under the laws of the State of Missouri;

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, insofar as it has knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) *Documents Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in the Lease, which deposit and payment shall be recorded via a transaction entry on the trust records held by the Trustee and Paying Agent. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs, which deposit(s) and payment(s) shall be recorded via a transaction entry on the trust records held by the Trustee and Paying Agent; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed \$48,000,000.

As used herein, the term "Closing Date" shall mean July __, 2020, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City as the amount

required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to \$_____.

The Bonds shall be issued under and secured as provided in the Ordinance and in the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$48,000,000; provided, that the principal amount of the Bonds Outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the Outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the City Documents and any other instrument contemplated thereby and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Purchaser, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Bonds are the following: (1) the legal fees of Gilmore & Bell, P.C., as Bond Counsel in the amount of \$50,000, (2) the Trustee's initial acceptance fee and first year's administrative fee, and (3) the economic development fee to the City in the amount of \$48,000.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given in the same form and manner as notices under Section 1403 of the Indenture, with any notices to the Purchaser being given to the notice address for the Company under such section of the Indenture.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[Remainder of this page intentionally left blank]

Very truly yours,

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania limited liability company,
as Purchaser

By: _____
Name: Julie Groetsch
Title: Vice President, Tax

Accepted and agreed to as of the Closing Date.

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania limited liability company,
as Company

By: _____
Name: Julie Groetsch
Title: Vice President, Tax

Accepted and Agreed to as of the Closing Date.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

Exhibit E

PERFORMANCE AGREEMENT

Dated as of July 1, 2020

BETWEEN

CITY OF SPRINGFIELD, MISSOURI

AND

KRAFT HEINZ FOODS COMPANY

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of July 1, 2020 (the “**Agreement**”), is between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri (the “**City**”), and **KRAFT HEINZ FOODS COMPANY**, a Pennsylvania limited liability company authorized to conduct business in the State of Missouri (the “**Company**”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act regarding the financing of the costs of a project (the “**Project**”) for the Company consisting of the acquisition and installation of equipment and machinery at the Company’s existing manufacturing facility located on certain real property in the City (the “**Project Site**”), which costs are to be paid out of the proceeds of industrial development revenue bonds to be issued by the City under the Act.

3. Following such notice to the affected taxing jurisdictions, the Council of the City adopted Special Ordinance No. _____ (the “**Ordinance**”) passed by the City Council on June __, 2020, the City approved a plan for the Project and is authorized to execute and deliver (a) a Trust Indenture of even date herewith (the “**Indenture**”), between the City and BOKF, N.A., Kansas City, Missouri, as bond trustee (the “**Trustee**”), for the purpose of issuing and securing the City’s Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020, in the maximum aggregate principal amount of \$48,000,000 (the “**Bonds**”), (b) a Lease Agreement of even date herewith (the “**Lease**”) with the Company, as lessee, under which the City, as lessor, will purchase and equip the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from *ad valorem* personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to purchase and install the Project upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals and the words and terms defined in Section 101 of the Indenture, which definitions are hereby incorporated herein by reference, the following words and terms as used herein shall have the following meanings:

“Abatement Period” means five calendar years, starting with the Initial Abatement year, provided that the final year of the Abatement Period shall not be later than 2026.

“Agreement” means this Performance Agreement dated as of July 1, 2020, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Annual Compliance Report” means the Annual Compliance Report required to be filed by the Company by **Section 3.3** hereof, a copy of which is attached hereto as **Exhibit A**.

“Company” means Kraft Heinz Foods Company, a Pennsylvania limited liability company authorized to conduct business in Missouri, and its successors and assigns.

“Event of Default” means any Event of Default as described in **Section 6.1** hereof.

“Indenture” means the Trust Indenture dated as of July 1, 2020, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“Initial Abatement Year” shall mean the calendar year after the first portion of the Project is placed in service at the Project Site, as reported by the Company pursuant to **Section 4.2(c)** of the Lease.

“Job” means a full-time position with the Company of not less than 37.5 hours per week at the Project Site, which shall include normal full-time employee benefits offered by the Company. Positions filled by workers who are not directly employed by the Company do not qualify as “Jobs” for purposes of this definition.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article III** hereof.

“Project” means all items of equipment or other personal property acquired or installed on the Project Site pursuant to **Article IV** of the Lease and paid for, or reimbursed, in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached to the Indenture, and all replacements thereof and substitutions therefor which, pursuant to **Section 8.2** of the Lease, constitute part of the Project.

“Project Site” means all of the real estate described in **Exhibit A** attached to the Lease and by this reference made a part hereof.

“Test Date” means October 31 of each year, beginning on October 31, 2020 and ending on October 31, 2026.

ARTICLE II

REPRESENTATIONS

Section 2.1. City's Representations. The City hereby represents as follows:

(a) The Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State through the retention of permanent jobs; and (ii) increasing local and state tax revenues; and

(b) The Project would not proceed without the assistance provided by the City.

Section 2.2. Company's Representations. The Company hereby represents as follows:

(a) The Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State through the retention of permanent jobs; and (ii) increasing local and state tax revenues; and

(b) Continued capital investment in the Springfield manufacturing facility is needed to enable the facility to remain competitive and to maintain the 950 existing jobs. Annual investment amounts and special projects sought by the facility are approved or disapproved each year by the Company's corporate management. As such, the assistance provided by the City will improve investment and project returns and will be a vital factor in corporate management's annual decision-making process with respect to the acquisition of the Project.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Personal Property Tax Exemption.

(a) So long as the City owns title to the Project, the Project and the leasehold interest of the Company in the Project is expected to be exempt from *ad valorem* taxes on personal property. The first year of the exemption period shall begin with the Initial Abatement Year. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be 2026.

(b) The Company covenants and agrees that, during each year the Project is exempt from *ad valorem* personal property taxes by reason thereof, the Company will make annual payments in lieu of taxes to the City (the "**PILOT Payments**" and each such payment, a "**PILOT Payment**") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with proceeds of the Bonds (*i.e.*, personal property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 3.2. Payments In Lieu of Taxes.

(a) The Company and the City agree that each item of personal property financed with the proceeds of the Bonds and constituting a part of the Project shall be exempt from *ad valorem* taxes during the Abatement Period. The Company agrees that it shall make a PILOT Payment to the City (to be delivered to the City Clerk) on or before December 31 of each year, commencing December 31 of the Initial Abatement Year, in an amount equal to the applicable percentage shown below times the amount of the *ad*

valorem personal property taxes which would otherwise be due with respect to the Project (calculated as set forth below):

Abatement Period	PILOT Percentage
Years 1-5	25%

The PILOT Payments shall be calculated by the Company as follows:

The amount of Bond proceeds drawn under the Indenture by the Company during each of the calendar years in which a portion of the Project is placed in service at the Project Site during the term of this Agreement shall equal the actual cost of the Project incurred by the Company for said years. For purposes of calculating the PILOT Payments, however, the Company shall start with the cost of the personal property that becomes part of the Project and is placed in service at the Project Site in each year, excluding any costs of freight, installation, or sales or use tax (the “**20__ Original Cost**”), and a depreciation factor shall be applied at the beginning of each year of the Abatement Period, as applicable, according to the seven-year depreciation schedule, as set out below:

Year	Depreciation Factor
1	89.29%
2	70.16%
3	55.13%
4	42.88%
5	30.63%
6	18.38%
7	10.00%

Beginning in with the Initial Abatement Year, and annually thereafter through the Abatement Period, the Company shall separately calculate the PILOT Payment for the Project components acquired in each calendar year using the following formula:

PILOT Payment = Tax * applicable “PILOT Percentage” in the above table

$Tax = (Assessed\ Value * Tax\ Rate^1) / 100$

$Assessed\ Value = (20_ Original\ Cost * applicable\ “Depreciation\ Factor” in\ the\ above\ table) * 25\% \text{ assessment ratio}$

¹ Shall be calculated using the then current combined personal property tax rate for Greene County, Missouri (5.5499 for 2019)

(b) The Company will, in accordance with the above table and formula, prepare (i) a detailed summary of the Project expenditures for each year, and (ii) a calculation of the corresponding PILOT Payments, and notify the City by sending such report to the City for its review and approval on or before October 15 of each year, commencing on the first October 15 of the Abatement Period and continuing on each October 15 thereafter while this Agreement remains in effect.

Unless the City notifies the Company of its disapproval on or before October 31, the City shall be deemed to have approved of the Company’s PILOT Payment calculations as set forth in the report. If the

City disapproves, the City shall notify the Company in writing setting forth in detail the basis for such disapproval (notice to be provided in accordance with **Section 8.7** of this Agreement).

The approved PILOT Payments shall be payable to the City on or before December 31 of each such calendar year.

(c) The Company shall exercise its option pursuant to **Section 11.4** of the Lease to purchase the Project no later than December 31 of the last year of the Abatement Period. If title to the Project has not been transferred by the City to the Company on or before such date, then not later than December 31 of the year following the Abatement Period, and not later than December 31 of each year thereafter until title to the Project is transferred to the Company, the Company shall pay to the City a PILOT Payment equal to 100% of the amount that would otherwise be payable to each taxing jurisdiction but for the City's ownership thereof.

Section 3.3. Adjustment of Payments In Lieu of Taxes for Failure to Create and Maintain Jobs.

(a) The Company covenants and agrees that it currently maintains 950 Jobs at the Project Site. The City and the Company understand and agree that the property tax abatement set forth in **Section 3.1** above is conditioned upon the Company's maintaining the Jobs as stated in subsection (b) below for so long as the abatement described herein is in effect.

(b) If the Company fails to maintain a total of at least 950 Jobs at the Project Site for a specific calendar year during the Abatement Period, as certified by the Company in writing to the City Clerk (measured by determining the actual number of Jobs on the last day of each month on each of the immediately preceding 12 months ending on each Test Date and then calculating the 12-month average), the Company shall pay an additional PILOT Payment to the City on or before December 31 of each such calendar year in an amount equal to the formula percentage calculated below times the amount of *ad valorem* taxes which would otherwise be due with respect to the Project:

$$.75 - \left(.75 \times \frac{\text{Actual Number of Jobs}}{950} \right) = \text{PILOT \%}$$

(c) The Company shall file with the City annually, commencing on the first November 10 of the Abatement Period, and continuing on each November 10 thereafter while this Agreement remains in effect, an Annual Compliance Report in the form attached hereto as **Exhibit A**. The Company also agrees to provide reasonable access to the Company's records for purposes of verifying the number of Jobs, in accordance with **Section 4.1** below.

(d) The calculations set forth in this **Section 3.3** shall be performed as of each Test Date, with any resulting PILOT Payment due as a result of such calculation to be applicable for the year in which such Test Date occurs. Notwithstanding anything contained herein to the contrary, in no event shall the Company's PILOT Payments calculated pursuant to this section and **Section 3.2** hereof exceed 100% of the actual property taxes that would have otherwise been payable on the Project, but for the City's ownership thereof, for the given year.

Section 3.4 Failure to Make Minimum Investment in Project. In the event the Company fails to make an investment in the Project equal to or greater than \$32,000,000 on or before October 15 of the final year of the Abatement Period, then the percentage of PILOT Payments set forth in **Section 3.2** shall be increased to 100% on all property for the final year of the Abatement Period.

Section 3.5. No Abatement on Real Property or Special Assessments. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to real property taxes or any special assessments imposed thereon.

Section 3.6. Distribution of PILOT Payments. Within 30 days of the date of receipt of each PILOT Payment, the City Clerk, or other designated billing/collection agent, shall distribute each PILOT Payment, after reduction for the administrative costs of the City as provided by **Section 3.8** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from personal property taxation pursuant to this Agreement.

Section 3.7. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Greene County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 3.8. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan, including costs associated with administering this Agreement. In addition to the PILOT Payments, the Company agrees to make an annual payment of \$5,000 to the City for administrative costs connected with this Agreement. Said payments will be made at the time PILOT Payments are made.

Section 3.9. Other Property Taxes In Connection with the Project. The City and the Company covenant and agree that the property tax abatement provided by this Agreement and the issuance of the Bonds shall only apply to the City's interest in the Project, and only to that portion financed with proceeds of the Bonds. Any property taxes levied against the Company's interest in the Project by any taxing authority shall be solely the responsibility of the Company. In the event such a levy or assessment should occur, the City shall, at the Company's request, fully cooperate with the Company in all reasonable ways to prevent and/or challenge such levy or assessment.

Section 3.10. No Sales Tax Exemption. The purchase and installation of the Project shall not be exempt from any sales taxes imposed by any governmental authority by virtue of the City's ownership of the Project, and neither the City nor the Company shall request any such exemption. Nothing herein shall limit the Company's right to any exemption of sales taxes not resulting from the City's ownership of title to the Project.

Section 3.11. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for *ad valorem* property taxes on the Project to Greene County, Missouri.

Section 3.12. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

Section 3.13. Cessation of Operations at the Project Site. If for any reason the Company completely vacates, abandons or ceases operations at the Project Site during the term of this Agreement,

and fails to exercise its option to purchase the Project within 90 days after such vacancy, abandonment or cessation of operations, the Company shall make a PILOT Payment to the City (addressed to the City Clerk and to be distributed as provided in **Section 3.3**) equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project was not owned by the City. Such payment shall be made on or before December 31 in the year in which the Company ceases operations (in a *pro rata* amount assuming the Project was placed on the tax rolls effective on the date of cessation through December 31) and on each December 31 thereafter for each year in which the Project is, on January 1 of such year, still titled in the name of the City, and the Company has ceased operations.

Section 3.14. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project as if such Project was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five Business Days' advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.

Section 4.2. Compliance with Laws. To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

Section 4.3. Purchase, Installation and Operation. The Project will be purchased, installed and operated in a manner that is consistent with the description of the Project herein and in the Lease. In the event the Project purchased and installed is materially inconsistent with the description of the Project contained herein and in the presentation to the City Council of the City, the City reserves the right to declare an Event of Default in accordance with **Section 6.1(c)** hereof.

Section 4.4. Indemnification. The Company shall indemnify and save and hold harmless the City from and against all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein provided, however, the indemnification contained in this **Section 4.4** shall not extend to the City if such claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, are the result of the negligence or willful misconduct by the City, or the performance or failure to perform by the City of its obligations under the Lease.

Section 4.5. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith, provided that a closing

memorandum detailing all costs of issuance is provided to the Company for review at least five Business Days prior to the initial issuance of the Bonds.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City, except that the Company shall have the right to assign or transfer its interest hereunder, including the benefits hereunder, in connection with any assignment or transfer of its interest in the Project that is permitted pursuant to the Lease; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payments required to be paid hereunder within 10 days after written notice and demand by the City;

(b) the Company shall fail to perform any of its obligations hereunder for a period of 60 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure which notice shall include a specific description of the Company's failure hereunder); provided, however, that if such failure is not subject to cure within such 60 days, such failure shall not constitute an Event of Default hereunder if the Company initiates action to cure such default and pursues such action diligently; or

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, however, that if such matter is not subject to cure within such 60 days after such notice, it shall not constitute an Event of Default hereunder if the Company initiates action to cure the default within such 60 days after such notice and pursues such action diligently.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Upon such termination the Company shall make a PILOT Payment to the City equal to (i) the *pro rata* amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the *pro rata* amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of operations shall be governed by **Section 3.12**; and provided further, the Company shall receive a credit for all PILOT Payments made pursuant to **Section 3.2** herein and such credit shall reduce the amount of any payments due under this Section.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder that are late to the same extent as if such payments were late tax payments under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts payable hereunder in lieu of *ad valorem* personal property taxes which are not paid when due shall be subject to penalties imposed by Missouri law on overdue *ad valorem* real estate taxes.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly the following sentence and **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on December 31, 2026 (the "**Stated Expiration Date**"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the

Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof, except as may be set forth in the Indenture or the Lease.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Indenture.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City Clerk on or before November 15 of each year during the term of this Agreement, beginning November 15, 2021, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Performance Agreement and in the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Performance Agreement and the Lease.

Section 8.10 Personally Identifiable Information. To the extent that the Company provides the City directly, or through its agents, any personally identifiable information relating to the Company's employees, the City will make all reasonable efforts to ensure that such information is kept strictly confidential.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania limited liability company

By: _____
Name: Julie Groetsch
Title: Vice President, Tax

EXHIBIT A

ANNUAL COMPLIANCE REPORT

Date: November ____, 20__

A. COMPANY INFORMATION.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact: _____ Telephone: _____

Title: _____ Fax: _____

B. EMPLOYMENT INFORMATION.

Average Annual Number of "Jobs" at the Project
as of October 31, 20__ (the October 31st prior to this Report): _____

Attached is a copy of a report verifying the above calculation containing at a minimum the following information for each Job:

1. Employee Identification Number or other agreed upon designation.
2. Hire Date.
3. Termination Date.

C. CERTIFICATION.

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Annual Compliance Report contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect in any material respect.

Dated this ____ day of _____, _____.

Signature: _____

Name: _____

Title: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-09-20

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 140

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Annual Maintenance Agreement for Traffic Signals for Fiscal Year
2 2020-2021; accepting the bid of Ewing Signal Construction, LLC, in the
3 amount of \$162,126.00; and authorizing the City Manager to enter into
4 a contract with such bidder for the purpose of maintaining the City's
5 traffic signal infrastructure.
6 _____
7

8 WHEREAS, the City annually bids for the maintenance of traffic signal
9 infrastructure to supplement the City's maintenance responsibilities; and
10

11 WHEREAS, Ewing Signal Construction, LLC, is the lowest responsive and
12 responsible bidder for the proposed Annual Maintenance Contract; and
13

14 WHEREAS, bids for said Contract were solicited by advertisement in *The Daily*
15 *Events* from May 1, through May 5, 2020, and bids were opened on May 19, 2020.
16

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

20 Section 1 – City Council hereby approves and accepts the bid of Ewing Signal
21 Construction, LLC, at the price and sum of \$162,126.00, except as said sum may be
22 lawfully increased or decreased by the actual quantities of work units involved.
23

24 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
25 the Annual Maintenance Agreement for Traffic Signals for Fiscal Year 2020-2021 with
26 said bidder, in substantially similar form to the document attached hereto and
27 incorporated herein by this reference as "Exhibit 1," or in a form approved by the City
28 Attorney or her designee, in accordance with the terms of the bid, the plans, and the
29 specifications.
30

31 Section 3 – All workers performing work under the contract attached hereto as
32 "Exhibit 1," shall be paid a wage of no less than the prevailing hourly rate of wages for
33 work of a similar character in this locality or the public works contracting minimum wage,

34 whichever is applicable. Contractor shall fully comply with the provisions and
35 requirements of the Missouri State Prevailing Wage Law. Contractors and any
36 subcontractor performing work under this contract must provide a 10-hour OSHA
37 construction safety training program, or similar program approved by the Department of
38 Labor, for on-site employees, unless employees demonstrate they previously completed
39 the program.

40
41 Section 4 – This Ordinance shall be in full force and effect from and after
42 passage.

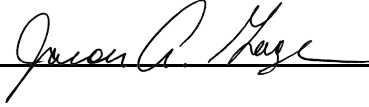
43
44 Passed at meeting: _____

45
46
47 _____
48 Mayor

49 Attest: _____, City Clerk

50
51
52 Filed as Ordinance: _____

53
54
55 Approved as to form: , Assistant City Attorney

56
57
58 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-140

FILED: 06-09-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the Annual Maintenance Agreement for Traffic Signals for Fiscal Year 2020-2021; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$162,126; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

BACKGROUND INFORMATION: The City annually bids this work for construction of traffic signal infrastructure including, but not limited to, removal, repair, and installation of cabinets, poles and mast arms, signal heads, detectors, etc., which supplements the Transportation Management Division's maintenance responsibilities. The Agreement ("Exhibit 1"), continues the City's practice since 1999 of securing on-call contractor support for completing timely repairs and installation of traffic signal infrastructure as needed to maintain the traffic signal system in a safe and effective manner.

Bids were solicited by advertising in *The Daily Events* from May 1 through May 5, 2020. Bids were opened May 19, 2020, at 10:30 a.m., with one bid received. The bid and Engineer's Estimate amounts are listed below:

<u>Contractor</u>	<u>Bid Amount</u>
Ewing Signal Construction, LLC	\$162,126.00
Engineer's Estimate	\$168,422.50

Total contract expenses will be based on unit prices for actual work orders completed on an on-call basis. The bid, if accepted, will be funded from the 1/4-cent Capital Improvement Sales Tax Traffic Signal/Traffic Calming Program and is already budgeted.

Supports the following 2020 City Council Priorities:

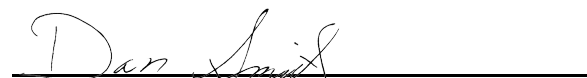
- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: Public Works recommends acceptance of the bid of Ewing Signal Construction, LLC, as the lowest responsible bid and passage of this Ordinance.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1167 FAX: (417) 864-1176 ATTN: TOM DANCEY, P.E., PTOE DEPT.: PUBLIC WORKS-TRANSPORTATION MANAGEMENT		NAME: EWING SIGNAL CONSTRUCTION, LLC ADDRESS: 1730 N. GREGORY NIXA, MO 65714 PHONE: (417) 724-9405 FAX: (417) 724-9929 ATTN: DAVID EWING	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Annual Maintenance Contract for Traffic Signals FY 2021

WHEREAS, the City of Springfield desires to engage the Contractor to construct certain improvements to City property hereinafter described in Invitation For Bid #2713 which Invitation For Bid is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor submitted a bid dated May 19, 2020 which bid is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Contractor has become the lowest and best Bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the City improvements listed in the Notice of Award which Notice of Award is attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the mutual benefits to be derived here from, it is hereby agreed and understood by and between the parties hereto as follows:

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, and to achieve Substantial Completion within the time schedule established in "Attachment A" in the form of Proposal from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract. This contract will remain in effect through June 30, 2021.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Terms and Conditions: The City of Springfield, Missouri Standard General Conditions for Building Projects, as revised April 2009, with Supplementary Conditions, contained in the Contract Documents per item 18 below.

4. Sales Tax Exemption: The contract price does not include and the City shall not pay any sales or use taxes on the materials used in the project. Pursuant to the provisions of RSMo Section 144.062, the City will provide the Contractor with a Project Exemption Certificate and a Missouri Tax Exemption letter from the City of Springfield to use in purchasing materials on a tax-free basis. It will be the Contractor's responsibility to provide the documentation to any subcontractor. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract.

5. Payment Shall Not Exceed: The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the contract Documents upon acceptance of said work by the City and in accordance with the rates and/or amounts stated in the proposal of Contractor dated May 19, 2020, which by reference made a part hereof. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of One Hundred Sixty-Two Thousand One Hundred Twenty-Six and no/100 Dollars (\$162,126.00) unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder.

6. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimunity.php>)

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... \$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Two Million Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

e. **Subcontracts.** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. **Notice.** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

g. **Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. **Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$162,126.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

8. **Contractor's responsibility for subcontractors.** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and

the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. Liquidated Damages. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of **Two Hundred Dollars (\$200) per day** for each and every calendar day, or **One Hundred Dollars (\$100) per hour** in the case of Emergency Call Out, that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

11. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

12. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 11, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

13. Termination for Convenience of City. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

14. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

15. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

16. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

17. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

18. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

19. Contract Documents. The contract documents shall consist of the following:

- a. This Contract with Exhibits
- b. All Change Orders
- c. Notice to Proceed
- d. Addenda to the Bid Documents
- e. General Instructions to Bidders and Special Instructions to Bidders
- f. Special Provisions & Supplementary Conditions
- g. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition) and General Conditions for Building Projects
- h. Bid Documents (Plans and Specifications)
- i. Proposal (including subcontractor list, anti-collusion affidavit, and all other required attachments)
- j. Statement of Bidder's Qualifications
- k. Acknowledgment
- l. Performance Bond
- m. Payment and Material Bond
- n. Instructions to Bidders
- o. Notice to Contractors

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

20. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

21. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

22. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

23. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

24. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

25. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

26. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

27. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors.

28. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

30. Waiver. No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

31. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

32. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

Director of Public Works or Acting Director

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

Attachment "A"

- A. Time allowed for signal maintenance items under this contract shall be computed in the following manner:

When the Engineer determines that a condition exists for work within the scope of this contract, the Engineer shall notify the Contractor in writing of such condition. Said Notice to Proceed may be delivered in person to the Contractor or through the mails. Each item, or group of items, shall be assigned a particular number of calendar days for completion. Days shall begin on the date designated in the Notice to Proceed. The Engineer shall determine the number of days necessary to complete work not specifically addressed in this exhibit, or in combination with items listed below, with the Engineer's decision being final.

- B. "DAY" is herein defined to be any weekday, Monday through Friday.
- C. Liquidated damages, if necessary, shall be computed as designated in Special Provision No. 5.

COMPETITION DAYS FOR SIGNAL MAINTENANCE

REMOVALS

Items 1 – 6, Pull Boxes	5 Days
Items 7 – 13, Bases (includes installation of new base)	7 Days
Items 14 – 16, Concrete Work	Incidental in combination with other work
Items 17 – 18	To be determined by the ENGINEER

INSTALLATION

Item 1, Concrete for Bases	7 Days
Items 2 – 4, Pull Boxes	5 Days
Items 5 – 14, Conduit	To be determined by the ENGINEER
Items 15 – 18, Power	To be determined by the ENGINEER
Item 19, Battery Backup System	Mutually agreed upon by the CONTRACTOR and ENGINEER

Items 20 – 21,	1-6 Loops 7-12 Loops 13 or more loops	5 Days 12 Days 5 additional days for each group of six loops
Items 22 – 33, Cable		To be determined by the ENGINEER
Items 34 – 36, Concrete Work		Incidental in combination with other work
Item 37, Install CU Provided Materials		Incidental in combination with other work
Item 38, Supply / Install Other Specified Items not Listed		To be determined by the ENGINEER
Item 39, Emergency Call-Out Response		Mutually agreed upon by the CONTRACTOR and ENGINEER
All other Items		To be determined by the ENGINEER

One-rdg. _____
P. Hrngs. _____
Pgs. 24
Filed: 06-09-20

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 141

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 94, 'Solid Waste Regulations,' to add
2 a requirement that residential trash containers shall not be placed at the
3 curb for more than 24 hours and to update several references and other
4 housekeeping items.
5 _____
6

7 WHEREAS, Chapter 94 of the Springfield City Code relates to Solid Waste and
8 includes the rules, regulations, and standards for management of Solid Waste in
9 Springfield; and
10

11 WHEREAS, management of solid waste is an essential governmental function
12 and is governed by the City's voter-approved Integrated Solid Waste Management
13 System ("ISWMS"); and
14

15 WHEREAS, many sections of Chapter 94 have not been updated for several
16 decades and contain references that no longer apply and/or concepts that are no longer
17 relevant; and
18

19 WHEREAS, other housekeeping revisions to Chapter 94 are needed to provide
20 clarity; and
21

22 WHEREAS, residential trash containers that are left at the curb for extended
23 periods of time can have a negative impact on the aesthetics of a neighborhood and
24 help contribute to litter.
25

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

29 Section 1 – The Springfield City Code Chapter 94, 'Solid Waste,' is hereby
30 amended as follows:
31

32 NOTE: Language to be added is underlined. Language to be deleted is ~~stricken~~.
33

ARTICLE I. - IN GENERAL

Sec. 94-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved solid waste means a type of solid waste that has been approved by the ~~director~~Director of environmental services~~Environmental Services~~ for disposal at the ~~city's~~City's sanitary landfill, except for unacceptable waste; provided, however, the ~~director~~Director of environmental services~~Environmental Services~~ shall designate the type of solid waste that cannot be delivered to the ~~city's~~ City's sanitary landfill in accordance with section 94-13.

Bulky rubbish means ~~nonputrescible~~non-putrescible solid wastes consisting of combustible and/or noncombustible waste materials from dwelling units and commercial, industrial, institutional or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors with the equipment available therefor.

Commercial solid waste means solid waste resulting from the operation of any ~~facility, residential or commercial, industrial, institutional or agricultural establishment, and multiple housing facilities~~ when such ~~housing~~ facilities use commercial solid waste containers.

Commercial Solid Waste Container means a container (other than the type of ~~container~~ a Residential Solid Waste Container) typically used for ~~residential solid waste~~ collection and/or transportation of Commercial Solid Waste. Containers shall be constructed of durable materials and shall be free of holes or leaks. Commercial Solid Waste Containers shall have lids that are leak proof, wind resistant, and/or be able to be properly tarped while in transport for disposal.

Compostable material means organic material recovered, collected, or otherwise diverted from the non-hazardous solid waste stream, a substantial portion of which will decompose in a managed compost operation.

Compost facility means a solid waste processing facility holding all required local, state, and federal authorizations where the organic component of municipal solid waste is managed using a controlled process of microbial degradation of organic material producing a stable, nuisance-free humus-like product for purposes of beneficial reuse.

Demolition and construction waste means waste materials from the construction or destruction of residential, industrial or commercial structures.

79 ~~Director shall be determined based upon the context, and shall be either the~~
80 ~~director of the department of public health and welfare of the city or the director of~~
81 ~~environmental services~~ the Director of Environmental Services, or their authorized
82 representative.

83
84 *Disposable solid waste container* means disposable plastic or paper sacks, with
85 a capacity not to exceed ~~35~~55 gallons, specifically designed for storage of solid waste.

86
87 *Dwelling unit* means any room or group of rooms located within a structure and
88 forming a single habitable unit, with facilities which are used or are intended to be used
89 for living, sleeping, cooking and eating.

90
91 *Fill material* means any clean, source-separated material used to fill or reclaim
92 land.

93
94 ~~*Garbage* means putrescible animal or vegetable wastes resulting from the~~
95 ~~handling, preparation, cooking, serving or consumption of food.~~

96
97 *Garbage and/or putrescible waste* means solid waste which contains organic
98 matter capable of being decomposed by microorganisms so as to cause a nuisance or
99 other offensive conditions or which is capable of providing food for vectors. These
100 wastes include, but are not limited to, garbage, offal, dead animals, food waste, pet
101 waste, and general household waste.

102
103 *Hazardous waste* means any waste or combination of wastes as determined to
104 be hazardous by RSMo 260.350—260.430 and the rules promulgated thereunder,
105 including but not limited to:

- 106
107 (1) Any waste which, by reason of its quality, concentration, composition or
108 physical, chemical or infectious characteristics, may do either of the following:
109 cause, or significantly contribute to, an increase in mortality or an increase in
110 serious irreversible or incapacitating reversible illness, or pose a substantial
111 threat or potential hazard to human health or the environment when
112 improperly treated, stored, transported or disposed of or otherwise
113 mismanaged;
- 114
115 (2) Any waste which is defined or regulated as a hazardous waste, toxic
116 substance, or hazardous chemical substance or mixture under applicable law,
117 as amended from time to time, including but not limited to the Resource
118 Conservation and Recovery Act and the regulations contained in 40 CFR
119 260—281, the Toxic Substances Control Act (14 USC 2601 et seq.) and the
120 regulations contained in 40 CFR 761—766, and future additional or substitute
121 federal, state or local laws pertaining to the identification, treatment, storage
122 or disposal of toxic substances or hazardous wastes; or

- (3) Radioactive materials which are source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC 3011 et seq.) and the regulations contained in 10 CFR 40.

Household hazardous waste means any waste produced by a household that contains an ingredient listed in 40 CFR 261.33(e) or 261.33(f), or exhibits characteristics of ignitability, corrosivity, reactivity (e.g., an oxidizer), toxicity or infectiousness. Empty containers retaining residues of hazardous materials also are considered hazardous waste. Household hazardous waste could include, but is not limited to, cleaners, pesticides, batteries, wood preservatives, auto and furniture polish, fertilizers, automotive products, adhesives and sealants, paints and coatings, photographic chemicals and used oil.

Multiple housing facility means a housing facility containing more than one dwelling unit under one roof.

Municipal Waste means household waste, commercial, agricultural, governmental, industrial and institutional waste which have chemical and physical characteristics similar to those of household waste.

Occupant means any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant.

Person means any individual, partnership, ~~copartnership~~ co-partnership, firm, company, corporation, association, joint stock company, trust, estate, institution, city, county or other political subdivision, authority, state or federal agency or institution, or organization of any kind, or their legal representatives, agents or assigns.

Recovered materials means those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not they require subsequent separation and processing.

Recycled content means the proportion of fiber or content in a product which is derived from post-consumer waste.

Recycling means the separation and reuse or remanufacture of materials which might otherwise be disposed of as solid waste.

Recycling center means any collection (not manufacturing) facility or system that accepts source-separated recyclable or comingled recyclable materials for processing and resale to markets for resource recovery.

Refuse means solid waste.

Residential solid waste means solid waste generally resulting from the ~~maintenance and operation of residential dwelling units, excluding multiple housing and~~

170 facilities which use residential solid waste containers ~~required for commercial solid~~
171 ~~waste.~~

172
173 Residential Solid Waste Container typically means a 96 gallon container (other
174 than a Commercial Solid Waste Container) typically used for collection and/or
175 transportation of Residential Solid Waste. Containers shall be constructed of durable
176 materials and shall be free of holes or leaks. Residential Solid Waste Containers shall
177 have lids that are leak proof and wind resistant.

178
179 *Solid waste* means unwanted or discarded waste materials in a solid or semisolid
180 state resulting from industrial, commercial, agricultural, governmental and domestic
181 activities, including but not limited to garbage, ashes, street refuse, rubbish, small
182 quantities of small-dead animals, animal and agricultural wastes, cut tires, discarded
183 appliances, special wastes, industrial wastes, and demolition and construction wastes,
184 but does not include overburden, rock, tailings, matte, slag or other waste material
185 resulting from mining, milling or smelting.

186
187 ~~*Solid waste container* means a receptacle used by any person to store solid~~
188 ~~waste during the interval between solid waste collections.~~

189
190 *Solid waste disposal area* means any area used for the disposal of solid waste
191 from more than one residential premises, or one or more commercial, industrial,
192 manufacturing, recreational or governmental operations.

193
194 *Solid waste management system* means the entire process of storage, collection,
195 transportation, processing and disposal of solid wastes by any person engaging in such
196 process as a business or any city, authority or county or any combination thereof.

197
198 *Solid waste processing facility* means an incinerator, recyclable materials
199 processors, compost plant, ~~[facility,~~ transfer station] or any facility where solid wastes
200 are salvaged, processed or treated, ~~excluding a solid waste transfer station.~~

201
202 *Solid waste transfer station* means a site or facility that is licensed by the ~~city~~City
203 and permitted by the state department of natural resources, which accepts solid waste
204 for temporary storage, or consolidation and further transfer of solid waste to a landfill.

205
206 *Special waste* means any waste that, at its source of generation, has physical,
207 chemical or biological characteristics that may require special handling or disposal
208 considerations that are different from acceptable waste. Special waste includes but is
209 not limited to asbestos, ash, auto bodies, shredder waste, alkaline batteries,
210 construction and demolition debris, sewage sludge, industrial sludge, fly and bottom ash
211 and foundry sand.

212
213 *Topsoil* consists of a fertile, friable soil of loamy character, free of subsoil,
214 stumps, stones, refuse and other foreign material.

216 *Unacceptable waste* means hazardous waste, yard waste, prohibited medical
217 waste, major appliances, explosives ordnance, highly flammable substances, toxic
218 materials and batteries, drums and closed containers (unless washed, ends removed
219 and crushed), liquid waste, oil and sludge, unprocessed commercial and industrial
220 waste, including but not limited to large items of machinery and equipment from
221 commercial or industrial sources such as hardened gears, shafts, motor vehicles or
222 major components thereof, agricultural equipment, trailers, ~~marine vessels and steel~~
223 ~~eable~~, hot loads, ~~cut tires~~, other waste which the ~~director~~ Director of environmental
224 ~~services~~ Environmental Services determines as unacceptable, and any other waste
225 which the city is prohibited from receiving under applicable law.

226
227 *Yard waste* means grass clippings, leaves, tree trimmings, yard and garden
228 vegetation, Christmas trees and other solid waste which is defined by state law as yard
229 waste. This term does not include stumps, roots or shrubs with intact rootballs.

230
231 Sec. 94-2. - Applicability of chapter to disposal facilities outside city limits.

232
233 The provisions of this chapter shall apply to solid waste processing areas and
234 solid waste processing facilities permitted, licensed, owned, operated or maintained by
235 the ~~city~~ City, whether they are inside or outside the city limits. The ~~city~~ City ~~Manager~~ shall
236 have authority to appoint a person to serve a summons for a violation of the provisions
237 of this chapter and to establish procedures relating thereto.

238
239 Sec. 94-3. - Search and seizure warrants; injunctive relief.

240
241 (a) *Search and seizure warrants*. The judge of the municipal court, upon application of
242 the ~~city attorney or assistant city attorney~~ City Attorney, or designee, and upon a
243 showing that there is probable cause to believe that a violation of this chapter
244 exists and that there is probable cause to believe that evidence of such violation
245 may be found at a specified location, may issue a search and seizure warrant. The
246 warrant shall specify what, if anything, may be seized on the property.

247
248 (b) *Injunctive relief*. In addition to the penalties set forth in this chapter, the ~~city~~
249 ~~attorney~~ City Attorney, or designee, is hereby authorized to file and obtain
250 injunctions on behalf of the ~~city~~ City against persons who are violating provisions of
251 this chapter. If the ~~city~~ City seeks injunctive relief from the circuit court for violations
252 of this chapter, penalty provisions set forth in this chapter shall not apply. The city
253 council finds and declares that the remedies set forth in this chapter may be
254 inadequate to protect the public health, safety and welfare from violations which
255 are continuous or violations that are repeated.

256
257 Sec. 94-4. - Weight limitations for vehicles using ~~city~~ City disposal facilities.

258
259 Because of structural limitations upon and in order to preserve the usefulness
260 and condition of roads, bridges and other structures within a solid waste disposal area
261 or solid waste processing facility owned, operated or maintained by the ~~city~~ City, and to

protect property and the safety of persons operating vehicles within the confines of such area or facility, the ~~director of environmental services for the city is~~ Director hereby authorized to promulgate and adopt from time to time rules and regulations limiting the gross vehicle weight of vehicles as he shall find to be reasonably necessary to effectuate the needs and purposes mentioned in this section. Any person violating any such rule or regulation, after it shall have been prominently set forth by an appropriate sign where it may be readily observed by persons to be regulated thereby, shall be, upon conviction, punished in municipal court for such violation as provided by section 1-7.

Sec. 94-5. - Speed limits and traffic regulations in ~~city~~ City disposal facilities.

(a) After the appropriate signs have been erected, no person shall operate any motor vehicle within any solid waste disposal area or solid waste processing facility owned, operated or maintained by the ~~city~~ City at a speed in excess of ~~ten~~ fifteen miles per hour; but nothing in this section shall prevent the ~~director of environmental services~~ Director from adopting a lesser speed limitation under the provisions of subsection (b) of this section.

(b) The ~~director of environmental services~~ Director shall have authority to promulgate and adopt, from time to time, rules and other traffic regulations (including but not limited to signals, signs, and staff directives) relating to speed limits upon and operation of motor vehicles within a solid waste disposal area or a solid waste processing facility owned, operated or maintained by the ~~city~~ City whenever he shall find such rules and regulations are reasonably necessary to preserve property or to protect persons from unreasonable risk or harm. Any person violating any such rule or regulation, after signs giving notice thereof shall have been erected where they may be readily observed by persons regulated thereby, shall be, upon conviction, punished in municipal court as provided by section 1-7.

Sec. 94-6. - Covering or securing of loads on vehicles.

All motor vehicles, and every trailer and semitrailer, carrying any waste as defined by this article shall comply with section 106-29.

Sec. 94-7. - License required for haulers and collectors; application; standards for issuance.

(a) *License required.* In addition to any and all other licenses and permits required by the ~~city~~ City, no person shall engage in the business of hauling or collecting solid waste to or from residential, commercial or industrial establishments or any solid waste disposal area or solid waste processing facility in the ~~city~~ City ~~or owned by the city~~ unless such person shall first have secured a license for the hauling or collecting of solid waste or for the operation of a solid waste disposal area or a solid waste processing facility from the ~~director of public health and welfare~~ Director under the provisions of this article. The license issued under this article shall be

issued on an annual basis.

- (b) *Application for license.* Any person desiring to haul solid waste shall make application therefor to the ~~director of public health and welfare of the city, upon~~ Director upon forms to be provided by him ~~the Director~~, setting forth such information as the ~~director of public health and welfare~~ Director may find reasonably necessary to determine compliance with this article.
- (c) *Issuance; term.* No license to haul or collect solid waste shall be issued to any applicant unless, upon reasonable investigation of the facts contained in the application, the ~~director of public health and welfare~~ Director finds that the applicant has or will comply with conditions set forth in subsections (c)(1) through (7) of this section and the ~~director of environmental services has certified to the director of public health and welfare that he has determined~~ Director, or designee, has certified that the applicant can or will comply with conditions set forth in subsections (c)(8) through (18) of this section.
- (1) The vehicles proposed to be used by the applicant to haul or collect solid waste shall bear a current state safety check certificate if applicable according to state laws.
 - (2) Such vehicles shall be otherwise in good repair and when operated under normal conditions shall not emit unreasonably loud or disturbing noises.
 - (3) Such vehicles shall be clean and sanitary and so constructed as to reasonably prevent spillage of the load therefrom. The exterior body of such vehicles shall be washed free of grime, dirt, and residue on a regular basis.
 - (4) Such vehicles shall be constructed with watertight bodies and with covers which are an integral part of the vehicle, or, in the alternative, with a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle, or, in the alternative, the entire body of the vehicle shall be enclosed with only loading hoppers exposed to prevent the escape of loose material or effluvia.
 - (5) The portion of the vehicle in which the solid waste will be contained shall be constructed of metal or other nonporous material that is free of cracks or breaks and capable of being readily cleaned and kept sanitary.
 - (6) The person to be licensed shall not conduct the business or any part thereof on property that is zoned residential as defined by article I of the land development code, and except for the collection of solid waste there will be no transportation of solid waste that has been collected to the solid waste hauler's residence. There shall be no overnight storage of vehicles used for collection of solid waste except in an area that is properly zoned.

- (7) The applicant shall comply with the provisions of section 74-381 pertaining to the conduct of nuisances by certain businesses.
- (8) If the applicant is providing residential waste collection services the applicant shall presently provide and shall continue to provide a voluntary curbside recycling service to its customers which permits the collection of at least the following materials from each customer: tin cans, aluminum cans, mixed paper and newspapers, cardboard, clear plastic high density polyethylene (HDPE) milk containers, clear and green plastic polyethylene terephthalate (PETE) drink containers and glass containers. If the curbside service is a comingled or single stream recycling service, the applicant shall not include glass containers in this service. The applicant may (at their discretion) offer curbside glass collection as a stand-alone service separate from comingled service. The service available shall be provided at a frequency of not less than twice per month and on the same day of the week each time. Items collected by the trash hauler pursuant to this service may not be taken to the eCity's sanitary landfill or placed in any container provided by the eCity for the deposit of recyclable materials for residential home users unless the recyclable materials are determined to be contaminated or the ~~director of environmental services~~ Director otherwise authorizes the disposal of the materials in writing. Disposal shall be in accordance with state and federal law and all applicable ordinances.
- (9) The applicant shall deliver only approved solid waste to the ~~city's~~ City's sanitary landfill and shall not deliver any unacceptable waste to such area or facility.
- (10) The applicant shall agree to, at least annually, provide each of its customers with a listing, provided by the ~~city~~ City, of what constitutes unacceptable waste, and such other waste reduction, recycling and disposal information as the ~~city~~ City shall deem appropriate. The ~~city~~ City shall provide each hauler with written information which the hauler can use to inform customers.
- (11) The applicant shall include a condition in every waste hauling/disposal agreement, whether written or oral, that unacceptable waste shall not be included with approved waste for delivery to any ~~city~~ City solid waste disposal area or facility.
- (12) The applicant shall agree to assist the ~~city~~ City or other legally constituted regulatory or enforcement agencies in efforts to identify the origin of unacceptable waste delivered to any ~~city~~ City solid waste disposal area or facility.
- (13) In addition to an annual inspection, if the ~~city~~ City has reason to believe a vehicle is in violation of a provision of this article, the ~~city~~ City may, at any time, inspect the vehicle and solid waste contained therein.

- (14) The applicant shall agree that every employee will acknowledge in writing that the employee will not knowingly deliver unacceptable waste to any solid waste disposal area or solid waste disposal facility owned or operated by the cityCity.
- (15) ~~The applicant shall agree, as a condition of maintaining its license, to require each waste handling and/or transporting employee attend a waste training program approved by the city for no less than two hours' duration held not less than two times per year.~~
- (16) The applicant shall agree to maintain all vehicles entering cityCity facilities or areas in a manner that allows the vehicle be operated in a safe manner and minimizes noise, odor, litter, debris or liquid spillage and the cityCity shall have the right to refuse entry to any vehicle that is not, in the reasonable judgment of the cityCity maintained and/or operated in a manner that minimizes noise, odor, litter, debris or liquid spillage.
- (17) The applicant shall agree to instruct each of its drivers to remain at the facility, if directed to do so by a cityCity representative, until directed to leave, and to obey the directions and instructions of cityCity representatives while at a cityCity solid waste disposal area or facility, provided such directions or instructions are reasonable.
- (18) No such license shall be issued unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the city evidence of satisfactory liability insurance policies covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof. All applicants and their contractors shall be required to furnish the cityCity certification of insurance covering public liability, auto liability and workers' compensation. The minimum limit of insurance for public liability shall be \$100,000.00 for each occurrence with a \$300,000.00 aggregate. Auto liability coverage shall provide for a minimum of \$100,000.00 for bodily injury per person with \$300,000.00 for bodily injury per accident, and \$50,000.00 for property damage. The minimum limits for workers' compensation shall be statutory, whatever is required by law. Should any policy be canceled, the cityCity shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of cancellation, which date shall be incorporated in such policy. Cancellation provisions shall be incorporated in such policy which shall also place upon the company writing the policy the duty to give such notice.
- (d) Any licensed business under this chapter~~that is designated as a core customer in a put or pay agreement between the city and a solid waste transfer station, a copy of which is on file with the city clerk,~~ may be required by the directorDirector to provide information concerning the amount and the date ~~when the~~of any solid waste ~~was delivered to a solid waste transfer station or a disposal facility~~ on a form

established by the ~~director~~Director.

Sec. 94-7.1. - License required for solid waste transfer station.

- (a) License required. In addition to all other licenses and permits required by the ~~city~~City, no person shall engage in the business of operating a solid waste transfer station within the ~~city~~City unless such person shall first secure a license from the ~~director of environmental services (director)~~Director or his or her designee under the provisions of this section.
- (b) Application for license. An application to operate a solid waste transfer station shall be made to the ~~director~~Director upon forms provided by the ~~director~~Director, setting forth such information as the ~~director~~Director may find reasonably necessary to determine compliance with this article.
- (c) An applicant shall be entitled to a license to operate a solid waste transfer station upon the ~~director~~Director determining that:
 - (1) The solid waste transfer station ~~was lawfully in operation at the time~~has secured all appropriate environmental permits, and copies of these permits have been submitted to the Director with the license is issued and six months prior to the effective date of this sectionapplication, or
 - (2) The area where the solid waste transfer station is located complies with the zoning ordinance of the ~~city~~City, and the applicant has agreed to enter into ana waste disposal agreement with the city ~~on the same terms and conditions as set forth in existing put or pay agreements between the city and operators of licensed transfer stations~~City for the delivery of solid waste to the ~~city~~City landfill, ~~which agreements are on file with the city clerk, and to share proportionally in the delivery of solid waste with each company that has an agreement with the city for the delivery of solid waste to the city landfill, or the city council, and the Director~~ has found that the new transfer station is otherwise consistent with the ISWMS plan of the city.
- ~~(d) In the event there are no agreements with any transfer station on file with the city clerk for the delivery of solid waste to the city landfill, or such agreements have expired or have been terminated, provisions of this section shall not apply.~~

Sec. 94-8. - Identification on vehicles of haulers and collectors.

No licensee under this article shall use any vehicle to collect or haul solid waste unless the vehicle shall have prominently displayed thereon, in a size and location to be determined by the ~~director of public health and welfare~~Director, the nameand, address and phone number of the business as licensed by the ~~city~~City, the tare weight of the vehicle, and a current license or other identifying sticker or tag which shall be issued by

the ~~director of public health and welfare~~Director upon a finding that the vehicle is in compliance with this article.

Sec. 94-9. - Duties of haulers and collectors.

No person hauling or collecting solid waste shall:

- (1) Transport solid waste in a vehicle which does not meet the requirements for vehicles set forth in section 94-7(c).
- (2) Allow spillage or leakage of liquids from vehicle or otherwise release of solid waste.
- (23) Transport solid waste in a vehicle having a separate cover unless the cover shall at such times be secured on all sides.
- (34) Transport solid waste in the loading hopper of any vehicle.
- (45) Conduct a solid waste business or any part thereof on property that is zoned residential as defined by article I of the land development code, except for the removal of solid waste. Transportation of solid waste that has been collected in the business to the solid waste hauler's or collector's place of residence is prohibited.
- (56) Park a vehicle containing solid waste on any street or alley except temporarily for the purpose of collecting solid waste.
- (67) Violate any condition upon which the license is issued as set forth in section 94-7(c).

Sec. 94-10. - Suspension or revocation of hauler's or collector's license; authority to order vehicles out of service.

In addition to the penalties set forth in section 1-7, whenever the ~~director of public health and welfare~~Director, after a reasonable notice and hearing, shall find that any licensee under this article has violated any of the terms or conditions of this article, he may suspend the license for a period not to exceed six months. If the licensee shall have repeatedly suffered suspension under the terms of this article, the ~~director of public health and welfare~~Director shall have the power to revoke the license and the licensee shall not thereafter be qualified or eligible to hold such a license in the ~~city~~City for a period of two years from the revocation thereof. Nothing in this section shall prohibit prosecution in the municipal court of the ~~city~~City for violation of any of the terms of this article, and proceedings under this section and in the municipal court may proceed simultaneously. The ~~director~~Director shall not suspend a person for the first violation of this chapter unless the violation is willful. Whenever the ~~director of public health and welfare~~Director or his designee has determined that a vehicle has been operated in violation of this chapter, he may order the vehicle out of service. If the ~~director~~Director determines there is an immediate threat to the public health and safety,

the ~~director~~Director may order that the vehicle shall not be used until a hearing is held under the provisions of this chapter or until the violation has been corrected. It shall be unlawful to use the vehicle in violation of the ~~director's~~Director's order, and any such use of the vehicle shall be an additional violation. Any vehicle that is ordered out of service shall be subject to the conditions set forth in the order and shall be secured during such time as directed by the ~~director of public health and welfare~~Director.

~~Sec. 94-11. Filing of rates by haulers and collectors.~~

~~Every licensee under this article shall file and maintain with the director of public health and welfare a current listing of the prevailing charges established by the licensee for the various services usually offered by the licensee~~

~~Sec. 94-12. - Licensing~~Permitting of out-of-city haulers and collectors dumping at city disposal facilities.

Any person engaged in the business of hauling or collecting solid waste outside the ~~city~~City for residential, commercial or industrial establishments not required to be licensed under section 94-7(a) but proposing or desiring to dispose of solid waste in a solid waste disposal area or processing facility operated by the ~~city~~City shall obtain a ~~license from the city, shall meet and comply with all of the provisions of sections 94-7 through 94-9 and shall pay to the city as a fee for the cost of such license inspection and procedures \$50.00 per vehicle so licensed and inspected, and any person required to be licensed under this section disposing of or attempting to dispose of waste at such solid waste disposal area or facility without such license shall be guilty of a misdemeanor and shall be punished as provided by section 1-7. A person licensed~~permit from the City on forms provided by the Director. A person permitted under this section shall be required to comply with all solid waste disposal and collection laws of the local governmental agency having jurisdiction over the area where the solid waste was collected. A person permitted under this section shall comply with all rules and regulations imposed by the City and the Director or the person may be subject to refusal of service and/or other penalties established by the City Charter and the City Code.

~~Sec. 94-13. - Authority to restrict or reject waste delivered to city disposal facilities.~~

~~The director of environmental services~~The Director or Director's designee shall have the authority to designate the type of solid waste that cannot be delivered to the ~~e~~City's sanitary landfill; provided that, except for emergencies, such designations shall not be effective until they are filed with the ~~city clerk~~City Clerk. ~~The director of environmental services~~The Director or his designee may reject solid waste brought for disposal to the ~~e~~City's sanitary landfill when, in the opinion of the ~~director~~Director or his designee, such material cannot be handled efficiently, effectively or economically. The ~~director~~Director may, if necessary, contract for the use of another solid waste disposal area.

Secs. 94-14—94-39. - Reserved.

ARTICLE II. - DISPOSAL AREAS

Sec. 94-40. - Legislative intent.

The storage of materials in violation of this article is hereby declared to be a nuisance due to the potential for fire, health and environmental hazards. The city council hereby finds that the outside storage of certain types of materials and the accumulation of these materials can pose the following environmental hazards: (1) Used shingles, rubber tires and other similar materials can, if ignited, create dangerous and toxic fumes; (2) If a recycling site or disposal area is abandoned it can create brown fields thereby blighting the property and the surrounding area; and (3) The outside storage of these materials can provide breeding grounds for mosquitoes and vermin.

Sec. 94-41. - Penalty for violation of article.

The penalties or remedies for violation of this article shall be cumulative allowing the cityCity to proceed under one or more of the following provisions. Each and every day in which materials are stored in violation of this article shall be a separate violation:

- (1) *Penalties.* Any person violating any of the provisions of this article, site specification conditions which are a condition of the license, or any of the rules and regulations promulgated by the ~~department of public health and welfare under~~ Department of Environmental Services under the provisions of section 94-47, shall be deemed guilty of a misdemeanor; and upon conviction thereof shall be punished as provided by section 1-7.
- (2) *Injunction.* In addition to other penalties in this article, the cityCity may seek injunctive relief for such violations.
- (3) *Forfeiture of security for cleanup.* Upon giving the licensee notice of a violation of this article and upon the failure of the licensee to abate the violation within the time given, the cityCity may forfeit the security and use the proceeds therefrom to abate the violation~~by entering the proceeds unto the property,~~ provided the licensee shall be entitled to any funds from the security which are not used to pay for the cost of abatement.
- (4) *Abatement of nuisance.* In addition to proceeding against the security to abate a violation, the cityCity may institute abatement proceedings pursuant to chapter 74.
- (5) *Civil penalties.* Any person who continues to violate the provisions of this article after notice of the violation and failure to correct the violation within the time specified in the notice shall be subject to a civil penalty in the amount of up to \$1,000.00 per day for each and every day that the violation continues

thereafter which penalty may be imposed by the municipal court as part of prosecution or by a hearing officer as part of an administrative proceeding to abate a violation of this article.

Sec. 94-42. - Unlawful to operate without license.

No person, without first securing a license from the ~~city~~City, shall operate, use or set aside any area as a disposal area for the disposal of solid waste or fill material except as the ordinances of this ~~city~~City may allow such things accumulating from the occupancy of a residential property to be disposed of thereon by the occupant thereof, or operate, use or set aside any outside area in excess of one-quarter acre to store or deposit used rubber tires, shingles or other similar petroleum product materials that are combustible, which area is hereafter referred to as a recycling area. Provisions of this section shall not apply to the filling of land if the fill material is topsoil and the topsoil is placed on the land so that weeds, brush and rank vegetation in excess of 12 inches in height can be mowed with normal and customary mechanical equipment used on large tracts of land.

Sec. 94-43. - Application for license to operate disposal area or recycling area—
Generally.

Any person desiring to operate an area for which a license is required by section 94-42 shall make application for a license to do so to the ~~director~~Director of ~~finance~~Finance on forms ~~to be prepared by the Director of Finance or designee~~him. The application shall contain the name and address of the applicant, the location of the proposed area and such other information as may be required by the ~~department~~Department of ~~finance~~Finance or the ~~department~~Department of ~~public health and welfare~~Environmental Services. Each application shall be accompanied by an application fee of \$200.00 plus a yearly license fee as provided in section 70-84(72.5).

Sec. 94-44. - Same—Processing, bond required.

- (a) *License to operate.* Upon receipt of an application for a license to operate such area, the ~~director~~Director of ~~finance~~Finance shall notify the ~~department~~Department of ~~public health and welfare~~Environmental Services which shall inspect the proposed site and determine if the proposed operation can be conducted in a sanitary and safe manner and in compliance with rules and regulations adopted by the ~~department~~Department of ~~public health and welfare~~Environmental Services, ordinances of the ~~city~~City and any site specific conditions which the ~~director~~Director of ~~Environmental Services~~ determines are necessary for the safe and sanitary operation of the area.
- (b) *Disposal area.* If the ~~department~~Department of ~~public health and welfare~~Environmental Services shall find that the application for the disposal area is in order, and can reasonably meet all provisions of this article, then the ~~director~~Director of ~~finance~~Finance may issue a license to the applicant to operate a disposal area upon receipt from the applicant of a letter of credit, escrow

agreement or a corporate surety bond in the sum of \$5,000.00 conditioned that upon the completion or abandonment of the disposal area, it shall be restored to a sanitary, nonnuisance-forming condition and that the property will be maintained in compliance with this section. During the growing season, all disposal areas shall be maintained by leveling the fill material so that weeds, brush and rank vegetation in excess of 12 inches in height can be mowed with normal and customary mechanical equipment used on large tracts of land or in accordance with a plan approved by the ~~department of public health and welfare~~Department of Environmental Services. Boulders and other large inorganic slabs of fill material shall be covered by soil or fill material so that the area can be mowed with normal and customary mechanical equipment used on large tracts of land. All disposal areas shall be fenced in accordance with a plan approved by the ~~director of public health and welfare~~Director of Environmental Services so that the fill area is secure from unauthorized dumping. The plan for security shall include information required by the ~~director of public health and welfare~~Director of Environmental Services and shall be approved by the ~~director of public health and welfare~~Director of Environmental Services, or designee, prior to the issuance of a license.

(c) *Recycling area.* A license or a renewal for a recycling area shall not be issued unless the ~~director of public health and welfare~~Director of Environmental Services has determined that:

- (1) The area and use will meet the requirements of chapter 54, all other applicable city ordinances, regulations established by the ~~public health and welfare department~~Department of Environmental Services for such areas, and specific site conditions necessary for the safe and sanitary operation of the area;
- (2) The applicant has posted a bond, letter of credit, escrow agreement or other financial security in an acceptable form and amount sufficient to pay for the costs of the removal of any materials deposited or stored on the property. The ~~city attorney~~City Attorney, or designee, shall have the authority to determine if the form of the security is acceptable. The ~~director~~Director of ~~environmental services~~Environmental Services shall determine on an annual basis when the license is issued or renewed, the costs to remove the material from the site based upon the acreage licensed and the maximum height the area can be filled, which costs shall be the amount of the required security;
- (3) The licensee is actively engaged or will be actively engaged in the recycling of the materials stored in the licensed area and has made reasonable progress toward the recycling of such materials by meeting standards established by the ~~solid waste~~Solid Waste division of ~~city~~City for the disposal of materials stored for recycling, which standards shall be included in the conditions of the license;
- (4) The owner of the property and all persons having an interest in the property shall give consent to use the property for this purpose and grant to the

~~city~~City an irrevocable easement to enter the property for the purpose of inspecting the property under reasonable circumstances; to remove from the property any material stored thereon which has not been recycled; to correct any violation of this article; to abate any nuisance created by the use of the property; and

(5) The licensed area is located within 500 feet of a ~~city~~City fire hydrant.

Upon the deposit of the security with the ~~city~~City and a determination by the ~~director of public health and welfare~~Director that the site and the proposed operation can meet all Code provisions, applicable regulations and specific conditions established for the site, a license may be issued on the condition that the licensee complies at all times with the requirements of this article and any site specific conditions which are part of the license. It shall be unlawful for the licensee or any other person to store materials or operate the area in violation of this article or any condition included in the license.

Sec. 94-45. - Term of license; renewal.

All licenses issued shall be on a calendar year and shall be renewed thereafter annually only upon the receipt of required documentation, inspection, and payment of a fee as provided in section 70-84(72.5), provided the finance department may prorate the license fee for any license that is issued for part of a year.

Sec. 94-46. - Revocation of license.

The ~~city manager~~City Manager or his designee may revoke a license to operate a disposal or recycling area, after reasonable notice and hearing, if he shall find that the disposal or the recycling area is not being operated in a sanitary or safe manner as required by this article, or is in violation of the rules and regulations promulgated by the ~~department of public health and welfare~~Department of Environmental Services or any site specific conditions authorized under the provisions of section 94-47.

Sec. 94-47. - Department of ~~public health and welfare~~Environmental Services to prepare rules and regulations, inspect disposal and recycling areas, establish site specific conditions, enforce article.

(a) The ~~department~~Department of ~~public health and welfare~~Environmental Services shall prepare rules and regulations containing reasonable sanitary and safety standards for the operation of licensed disposal areas and recycling areas. The ~~department~~Department of ~~public health and welfare~~Environmental Services shall inspect all licensed areas as often as it deems necessary and shall enforce all provisions of this article.

(b) All rules and regulations promulgated by the ~~department~~Department of ~~public health and welfare~~Environmental Services shall be certified approved by the ~~director of the department of public health and welfare~~Director and shall take force

and effect five days after the rules and regulations shall be filed in the office of the City Clerk~~city clerk~~.

- (c) ~~The director of public health and welfare~~Director shall have the authority to require site specific conditions for the area to be licensed which are necessary to protect the public health, safety and environment, and that these requirements be met as a condition of the granting of the license or its renewal.

Sec. 94-48. - Disposal of unacceptable waste.

- (a) *Unlawful to dump unacceptable waste in disposal areas.* No person shall dump or dispose of unacceptable waste or permit such waste to be dumped or disposed of in any area or facility licensed under the provisions of this article or the ~~city~~City sanitary landfill. It shall be unlawful for any person, including a generator or transporter of solid waste to place unacceptable waste with other solid waste for disposal at the ~~city~~City sanitary landfill.

- ~~(b) *Time to secure license.* Any person who is using or operating a recycling area at the time this article is passed shall apply within 15 days after passage of this article and secure a license for the area within 45 days after passage of this article. It shall be unlawful for any person who is operating or using a recycling area at the time of the passage of this article to continue to operate or use the area unless the person has applied for a license to use or operate the area within 15 days after the passage of this article. Any person who is using or operating a recycling area who has applied for such license within 15 days after the passage of this article shall not continue to use or operate such area unless a license has been issued within 45 days after the passage of this article. Any person who is using or operating a recycling area at the time of the passage of this article who does not secure a license for the operation or use of the area shall remove all of the used shingles, rubber tires or other materials within six months after the passage of this article provided the city manager may extend the time for removal of materials by an additional 18 months to persons who are making a good faith effort to remove the materials.~~

Secs. 94-49—94-70. - Reserved.

ARTICLE III. - STORAGE AND DISPOSAL

Sec. 94-71. - Penalty; additional remedies.

Any person violating any of the provisions of this article or any of the rules or regulations promulgated by the ~~department~~Department of ~~public health and welfare~~Environmental Services of the ~~city~~City under the provisions of section 94-47 shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided by section 1-7. In addition to such penalty, the ~~city~~City may, through its law department, seek mandatory injunctive relief to enjoin persons who violate the

provisions of this article. Violations of this article are hereby declared by the ~~city council~~City Council to be public nuisances. Failure of a person to comply with provisions of this article in the disposal of solid waste also shall constitute cause for the ~~city~~City to suspend or revoke the business license. Revocation or suspension of a business license shall be in accordance with the procedures set forth in section 94-46.

Sec. 94-72. - Storage generally; containers.

- (a) The occupant of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the corporate limits of the ~~city~~City shall provide sufficient and adequate containers for the storage of all solid waste, except bulky rubbish, yard waste, and demolition and construction waste, to serve each such dwelling unit and/or establishment, and shall maintain such solid waste containers at all times in good repair.
- (b) The occupant of every dwelling unit and of every institutional, commercial, industrial, agricultural or business establishment shall place all solid waste to be collected in proper solid waste containers, except as otherwise provided in this chapter, and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times.
- (c) Residential solid waste shall be stored in containers of not more than ~~35~~96 gallons. Containers shall be leakproof, waterproof and fitted with a flytight lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails or other suitable lifting devices or features. Containers shall be of a type originally manufactured for residential solid waste, with tapered sides for easy emptying. They shall be of light weight and sturdy construction. The weight of any individual container and contents to be manually lifted shall not exceed ~~60~~150 pounds. Galvanized metal containers, or rubber, fiberglass or plastic containers which do not become brittle in cold weather, may be used. Disposable solid waste containers with suitable frames or containers also may be used for storage of residential solid waste, provided such containers are kept, used, and maintained in such a way that they do not become ruptured, punctured or torn, or the contents contained therein exposed to the air. Residential Solid waste containers shall not be stored on sidewalks, public streets, or in public right(s) of way except for the 24 hour period when the container is to be placed for collection a minimum of once every 14 days in accordance with Chapter 38 Section 308.2.1. An occupant shall not place or store solid waste containers on the property of another person or establishment.
- (d) Commercial solid waste containers shall protect the contents from the weather, shall prevent scattering, shall provide for complete enclosure of the contents, shall exclude rodents and other animals, shall reasonably prevent access to the contents by flies, mosquitoes and other vectors which are considered to be of public health concern, and shall be covered at all times except when depositing

waste therein or removing the contents thereof. If the container is required to be picked up by hand for purposes of unloading the contents of the container, then the container shall comply with the requirements for residential solid waste containers set forth in subsection (c) of this section.

- (e) Nothing in this section shall be construed to prohibit composting of materials generated onsite so long as it does not create a public nuisance as defined in section 74-382(2).
- (f) Notwithstanding the provisions of subsection (c) of this section, residential solid waste may be stored in containers exceeding ~~3596~~ gallons in capacity and ~~60150~~ pounds in weight when such containers are designed, constructed, used and maintained so that they are mechanically emptied. Such containers shall comply with all other provisions of subsection (c) of this section.
- (g) Plastic bags may be used to store solid waste temporarily for collection, provided the plastic bag is not ripped, does not leak and is sealed to prevent the contents from being dispersed. Such bags shall not be ~~placed at~~ stored on sidewalks, public streets, or in public right(s) of way except for the curb earlier than 24 hour period when the evening preceding container plastic bag is to be placed for collection and shall be removed within 24 hours after being placed at the curb. a minimum of once every 14 days in accordance with Chapter 38 Section 308.2.1. An occupant shall not place or store such bag(s) on the property of another person or establishment. The person placing the bag and/or the owner of the property where the contents have been generated shall be responsible for any violation of this subsection.

Sec. 94-73. - Responsibility for proper storage at rental properties and multiple housing facilities.

The owner of a rental property or multi-housing facility, as well as the occupants of such property or facility, shall be jointly and severally responsible for requiring solid waste which is generated from activities and uses of such property or facility to be stored in containers as required by section 94-72.

Sec. 94-74. - Waste to be disposed of only at authorized sites.

- (a) The licensee will dispose of all solid waste collected, transported or generated from within the ~~city~~ City at a site which complies with all federal, state or local laws and regulations. All persons who take out permits, under the provisions of the building code BOCA National Building Code as adopted by the ~~city~~ City, to demolish buildings shall be required, as a condition of their permit, to dispose of solid waste at an approved area or facility which shall be listed on their application for a demolition ~~permit~~ grant. All persons licensed under article I of this chapter and persons who take out permits ~~for demolition under the BOCA National Building~~

~~Code as adopted by the city~~ to demolish buildings pursuant to the City's adopted building code shall be responsible for their servants, agents and employees in the collection and shall require such servants, agents and employees to dispose of solid waste at an approved area or facility.

- (b) The use of a vehicle by the licensee in the disposal of solid waste except at an approved area or facility shall constitute a violation of this article.
- (c) It shall be unlawful for any person so licensed, or his agents, servants or employees, to dispose of solid waste at a location other than the location designated in the license or permit, except upon written approval of the ~~director of public health and welfare of the city~~ Director.

Sec. 94-75. - Posting of disposal sites.

An approved solid waste disposal area or facility shall be posted by the owner to designate the location as an approved area or facility, which posting shall state what type of material may be disposed of at the approved area or facility. No person shall dispose of solid waste collected, generated or transported from within the ~~city~~ City except at an approved solid waste disposal area or facility that has been so designated and posted in accordance with this section. The ~~city~~ City shall have the authority to post private property that is being used to dispose of solid waste, when such disposal is not in accordance with provisions of this article, by placing signs on such property that disposal of solid waste is prohibited. It shall be unlawful to remove signs posted by the city City.

Sec. 94-76. - Disposal at unapproved site.

- (a) *Unlawful disposal declared nuisance.* The city council finds that the disposal of solid waste within the city at a site that has not been approved by the ~~city~~ City is a public nuisance.
- (b) *Presumption of illegal disposal.* The owner or lessee of a vehicle shall be presumed to be responsible for the operation of the vehicle when it can be shown the vehicle was used in the disposal of solid waste at an area or facility that has not been approved in accordance with provisions set forth in this article for the disposal of solid waste. This presumption shall remain in the case and may be considered by the trier of fact as evidence along with all other evidence in reaching a verdict.

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.

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

958
959 Section 4 – This Ordinance shall be in full force and effect from and after
960 passage.

961
962 Passed at meeting: _____

963
964 _____
965 Mayor

966
967 Attest: _____, City Clerk

968
969 Filed as Ordinance: _____

970
971
972 Approved as to form: John Millington, Assistant City Attorney

973
974 Approved for Council action: Juan A. Paez, City Manager
975

EXPLANATION TO COUNCIL BILL 2020-141

FILED: 06-09-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Amending the Springfield City Code, Chapter 94, 'Solid Waste Regulations,' to add a requirement that residential trash containers shall not be placed at the curb for more than 24 hours and to update several references and other housekeeping items.

BACKGROUND INFORMATION: City Code Chapter 94 deals with Solid Waste regulations. Councilman Hosmer has requested that City Code Section 94-72 be amended to add a requirement that residential trash containers shall not be placed at the curb for more than 24 hours. In addition, many sections of Chapter 94 have not been updated for several decades and contain references that no longer apply and/or concepts that are no longer relevant.

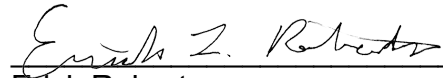
The entire chapter has been reviewed for general housekeeping modifications and/or additions that are appropriate to clarify certain sections of the code and to address special procedural items which have been encountered since the last significant revision to the chapter. The most significant changes include:

- Definitions- Many of the definitions have been updated, deleted, or added to be reflective of current industry standards, Integrated Solid Waste Management System (ISWMS) practices and policy, and the Missouri Code of State Regulations.
- Section 94.11- This section has been removed because it was ineffective at generating an accurate or current list of hauler rate information.
- Section 94-7.(d)- This section has been updated to allow the Director of Environmental Services to request minimal waste records from businesses licensed under this chapter.
- Section 94-7.1.(c)- This section has been updated to reflect the current waste disposal agreements on file with the City.
- Section 94-72.(c)- This section has been updated to reflect the specific language requested by Councilman Hosmer which designates the 24-hour period that a residential trash container may be placed at the curb for collection and further requires that containers may not block the sidewalk. Additional changes better align Chapter 94 with recent changes to City Code Chapter 36, Article VII – International Property Maintenance Code.

REMARKS: Due to the extensive nature of the code modifications proposed by this Ordinance and the housekeeping nature of most of the changes, additional remarks are

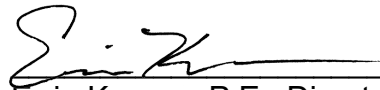
believed to be of little material value in evaluation of the proposed modifications.

Submitted by:



Erick Roberts
Superintendent of Solid Waste
Environmental Services

Recommended by:



Errin Kemper P.E., Director
Environmental Services

Approved by:



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 05-26-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 127

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on the
3 Preliminary Plat of East Sunshine Property Group, generally located at
4 1750 South Campbell Avenue, upon the applicant filing and recording a
5 final plat that substantially conforms to the preliminary plat; and
6 authorizing the City Clerk to sign the final plat upon compliance with all
7 the terms of this Ordinance. (Staff recommends that City Council accept
8 the public streets and easements.)
9 _____

10
11 WHEREAS, an original preliminary plat of East Sunshine Property Group, dated
12 January 10, 2020, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, a public hearing was held before the Planning and Zoning Commission
15 on May 7, 2020, a copy of the Record of Proceedings from said public hearing being
16 attached hereto and incorporated herein by this reference as "Exhibit A," and said
17 Commission approved the Preliminary Plat of East Sunshine Property Group, generally
18 located at 1750 South Campbell Avenue, subject to conditions described in "Exhibit B –
19 Attachment 2".
20

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

24 Section 1 – City Council hereby authorizes the Director of Planning and
25 Development, on behalf of the City of Springfield, to accept the land, easements, and
26 improvements dedicated to the City, as shown on the Preliminary Plat of East Sunshine
27 Property Group, generally located at 1750 South Campbell Avenue, as approved by the
28 Planning and Zoning Commission. The original plat of East Sunshine Property Group is on
29 file in the Department of Planning and Development ("Approved Preliminary Plat"), a
30 reduced version of which is attached hereto for general reference as "Exhibit B - Attachment
31 3," and all of "Exhibit B" including attachments, is incorporated herein by this reference.
32

33 Section 2 – The Director of Planning and Development shall be authorized to accept
34 the land, easements, and improvements dedicated to the City, as shown on said plat, upon
35 the applicant filing and recording a final plat in accordance with this Ordinance and the
36 Subdivision Regulations of the City, which final plat shall substantially conform to the

37 Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment
38 2," and upon the Director of Public Works certifying to the Director of Planning and
39 Development and the City Clerk that the public improvements have been made in
40 accordance with City standards and specifications. Said public improvements shall not be
41 accepted until the occurrence of the above written conditions.

42
43 Section 3 – The final plat shall not be recorded until: (1) the public improvements
44 relating to the Approved Preliminary Plat have been constructed according to the
45 specifications of the City of Springfield, Missouri, and are approved by the Director of Public
46 Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in
47 connection with the construction of said improvements have been paid to the City; or (2) in
48 lieu of the construction of the improvements, that the Applicant has filed with the City
49 Manager, according to the terms of the Subdivision Regulations of the City, the prescribed
50 financial assurances in a form acceptable to the City to ensure the construction of the
51 improvements and the payment to the City of all engineering fees, permit fees, licenses,
52 and other fees occasioned by, or which will be occasioned by, the construction of the
53 improvements.

54
55 Section 4 – Upon compliance with all the requirements of this Ordinance, including
56 the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to
57 endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo.,
58 and such endorsement shall constitute the acceptance of the Public Improvements
59 contained therein.

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

63
64 Passed at meeting: _____

65
66
67 _____
68 Mayor

69 Attest: _____, City Clerk

70
71 Filed as Ordinance: _____

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

75
76
77 Approved for Council action: James A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020 - 127

FILED: 05-26-20

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 East Sunshine Property Group, generally located at 1750 South Campbell Avenue, 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 East Sunshine Property Group dated January 10th, 2020, 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 May 7, 2020, and approved the preliminary plat by a vote of 5 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

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.

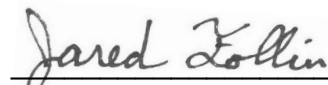
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat ("Exhibit B – Attachment 3"), and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission ("Exhibit B").

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for High Intensity Retail, Office or Housing. The subdivision divides the property in such a way that will facilitate commercial development. The Major Thoroughfare Plan classifies Sunshine Street and Campbell Avenue as Primary Arterials which support the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:

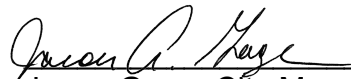


Jared Follin, Associate Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – EAST SUNSHINE PROPERTY GROUP
Planning and Zoning Commission – May 7, 2020

Preliminary Plat of East Sunshine Property Group
1750 South Campbell Avenue

Applicant: East Sunshine Property Group, LLC

(King Coltrin and Joel Thomas recused)

Mr. Hosmer stated that this is a request to approve a 1.53 acre 2-lot commercial subdivision located at 1750 South Campbell Avenue. The Comprehensive Plan identifies this area as appropriate for High Intensity Retail, Office or Housing. The Transportation Plan classifies Sunshine Street and Campbell Avenue as Primary Arterials which support the proposed land use. Current zoning district is General Retail. A Traffic Impact Study was not required. Proposed lots meet all zoning and subdivision requirements. Mr. Doennig opened the public hearing. Public improvement plans are required for the street and sidewalks improvements. The final plat cannot be approved until public improvement plans have been submitted, approved, and the improvements constructed or escrowed. 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. Dane Seiler, 5051 S. National, applicant’s representative cleaned up the area is looking into dividing into lots and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Conditional Use Permit 443 (2851 West Republic Road). Ms. Ogilvy seconded the motion. Ayes: Doennig, Jobe, Ogilvy, Shuler, and Rose. Nays: None. Abstain: None. Absent: Broekhoven and Cox.

(King Coltrin and Joel Thomas recused)



Bob Hosmer, AICP
Planning Manager

Exhibit B

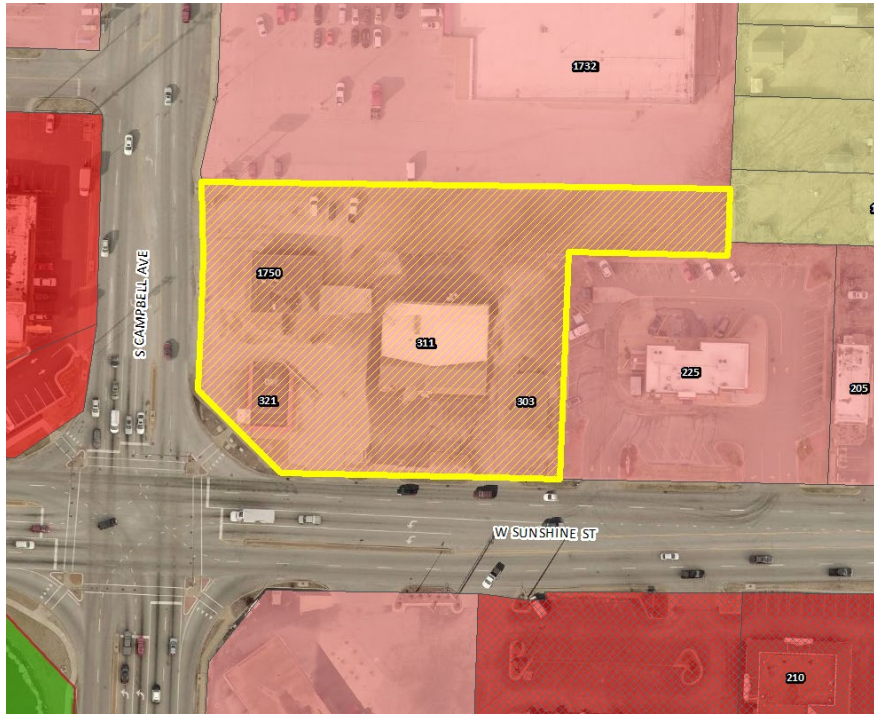
Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

April 9, 2020

CITY COUNCIL PUBLIC HEARING:

May 4, 2020



CASE NO.: Preliminary Plat of East Sunshine Property Group

ACRES: 1.53

LOCATION: 1750 South Campbell Avenue

EXISTING LAND USE: Commercial

APPLICANT: East Sunshine Property Group, LLC

STAFF: Jared Follin, 864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

The applicant is proposing to subdivide approximately 1.53 acres of property generally located at the northeast corner of Sunshine and Campbell.

FINDINGS FOR STAFF RECOMMENDATIONS:

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	GR	GR/HC	GR	HC
LAND USE	Retail Sales	Retail Sales	Eating and Drinking Establishment	Retail Sales/Eating and Drinking Establishment

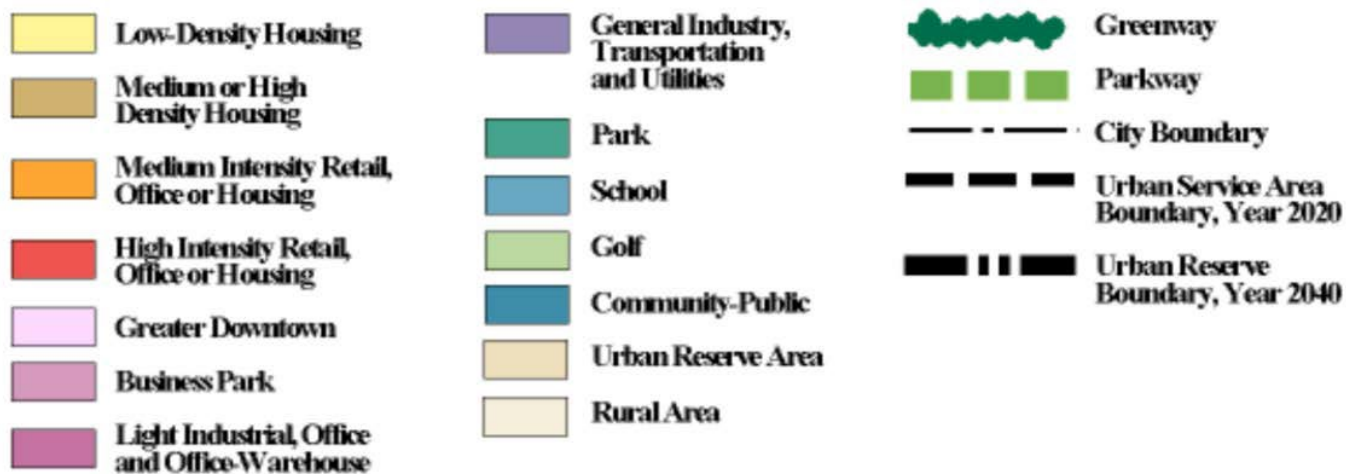
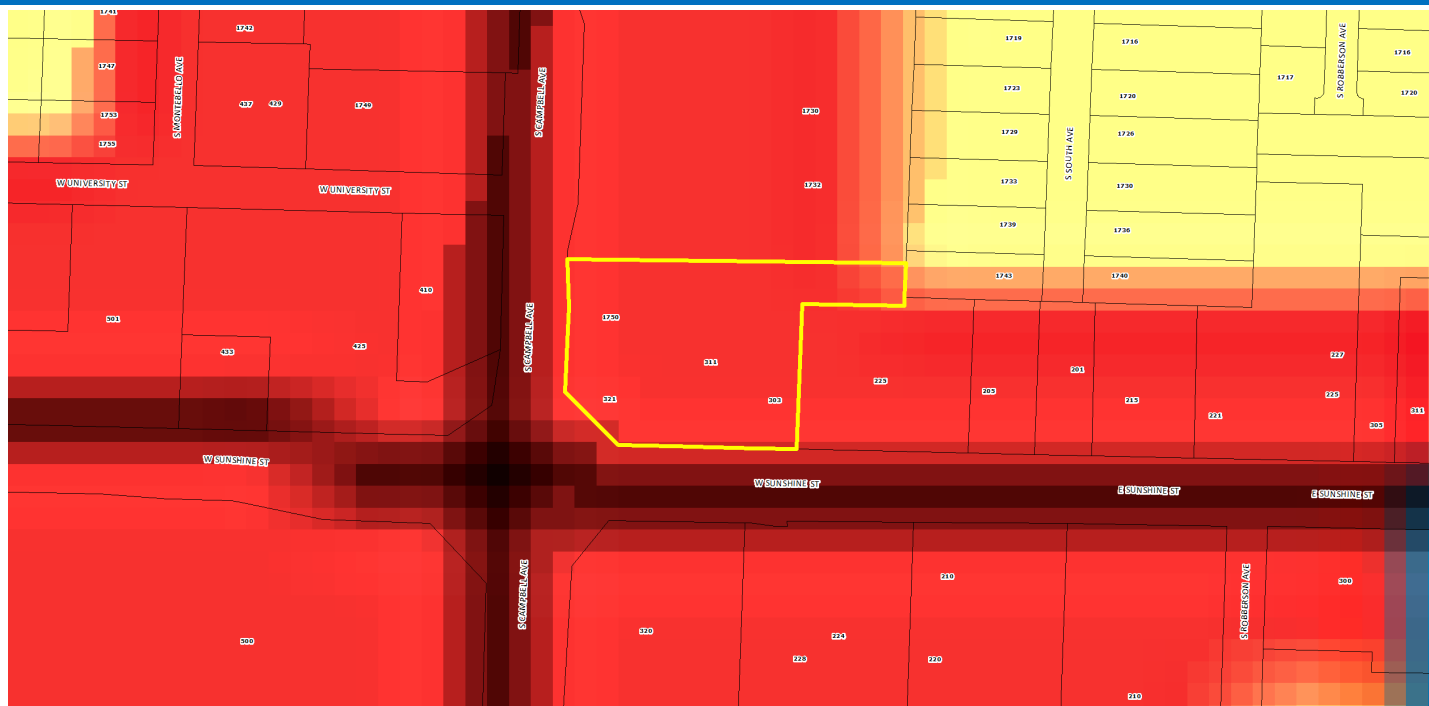
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

Subject property was annexed in 1926.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements 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.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR GR
Minimum Lot Size	None
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
Side and Rear Setbacks	None, except as required by section 36-453, supplemental open space and yard regulations, and the buffer yard requirements in subsection 36-421(8)
Street Classification	Sunshine Street – Primary Arterial Campbell Avenue – Primary Arterial
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage of S. Campbell Avenue and along the property frontage of E. Sunshine Street. The existing infrastructure meets current City Standards.
Open Space Requirement	Not less than 20 percent of the gross floor site area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for High Intensity Retail, Office or Housing. The subdivision divides the property in such a way that will facilitate commercial development. The Major Thoroughfare Plan classifies Sunshine Street and Campbell Avenue as Primary Arterials which support the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 1.53 acres into a 2-lot subdivision named “East Sunshine Property Group.”
2. Proposed lots meet all zoning and subdivision requirements. Current zoning district is General Retail.
3. 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 but may be extended one-time for another two years by applying for a Preliminary Plat Renewal.
4. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

Building Development Services

There are no issues with the proposed major subdivision as shown.

City Utilities

No issues with proposed subdivision.

Environmental Services – Clean Water Services

No issues with the proposed plat. Both lots have access to public sewer.

Public Works – Stormwater

No issues with stormwater

Public Works – Traffic

Traffic has no issues with the preliminary plat.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Campbell Avenue as a Primary Arterial roadway and E. Sunshine Street as a Primary Arterial roadway. The standard right-of-way width for S. Campbell Avenue is 50 feet from the centerline. The standard right-of-way width for E. Sunshine Street is 50 feet from the centerline. It appears additional right-of-way is not needed along S. Campbell Avenue or E. Sunshine Street. A survey is recommended to determine the exact amount of existing right-of-way. S. Campbell Avenue and E. Sunshine Street are both city-maintained streets.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Campbell Avenue and one onto the property from E. Sunshine Street. All other existing drives have been closed.

SIDEWALK

There is existing sidewalk along the property frontage of S. Campbell Avenue and along the property frontage of E. Sunshine Street. The existing infrastructure meets current City Standards.

IMPROVEMENTS

None required. A Traffic Impact Study was not required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Campbell Avenue	Primary Arterial	No	50	50
Street 2	E. Sunshine Avenue	Primary Arterial	No	50	50

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

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

PRELIMINARY PLAT
OF
EAST SUNSHINE PROPERTY GROUP
NORTHEAST CORNER OF SUNSHINE STREET AND CAMPBELL AVENUE
PROPERTY ADDRESS: 321 W. SUNSHINE STREET, SPRINGFIELD, MO 65807

POINT OF COMMENCING
SOUTHEAST CORNER OF PARCEL A
OF THE AMENDED PLAT OF
WEDGEWOOD SQUARE

OWNER/DEVELOPER

JP COMPANIES
C/O JASON PULLMAN
707-2 SW CAPRINGTON ST
BENTONVILLE, AR 72712
479-640-8440
JPCOMPANIES@GMAIL.COM

UTILITY PROVIDERS

SANITARY SEWER - CITY OF SPRINGFIELD
WATER - CITY OF UTILITIES
ELECTRIC - CITY UTILITIES
GAS - CITY UTILITIES

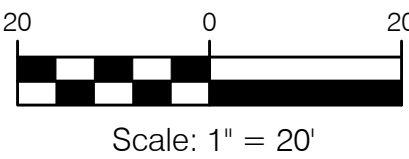


LOCATION MAP
SEC. 25, TWP. 29N, RING. 22W
1" = 2,000'

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING A PART OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 'A' OF THE AMENDED PLAT FOR WEDGEWOOD SQUARE, A SUBDIVISION IN SPRINGFIELD, MISSOURI, RECORDED IN PLAT BOOK II PAGE 65, GREENE COUNTY RECORDERS OFFICE; THENCE SOUTH 02°20'00" WEST, ALONG THE EAST LINE OF A TRACT OF LAND RECORDED IN BOOK 2015 PAGE 3691-15, GREENE COUNTY RECORDERS OFFICE, A DISTANCE OF 344.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°47'46" EAST, LEAVING SAID EAST LINE A DISTANCE OF 2.91 FEET; THENCE SOUTH 02°03'08" WEST, A DISTANCE OF 48.29 FEET; THENCE NORTH 88°56'12" WEST, A DISTANCE OF 131.15 FEET; THENCE SOUTH 02°05'55" WEST, A DISTANCE OF 173.46 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SUNSHINE STREET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 87°52'18" WEST, A DISTANCE OF 45.16 FEET; (2) A DISTANCE OF 152.13 FEET ALONG A 5684.65 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 88°02'19" WEST, 152.13 FEET; (3) NORTH 81°49'17" WEST, A DISTANCE OF 26.32 FEET; (4) NORTH 45°18'59" WEST, A DISTANCE OF 74.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CAMPBELL AVENUE; THENCE NORTHERLY, LEAVING SAID NORTH RIGHT OF WAY LINE OF SUNSHINE STREET AND ALONG SAID EAST RIGHT OF WAY LINE OF CAMPBELL AVENUE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 00°25'15" EAST, A DISTANCE OF 65.56 FEET; (2) NORTH 88°48'17" WEST, A DISTANCE OF 0.79 FEET; (3) NORTH 00°25'15" WEST, A DISTANCE OF 74.85 FEET; (4) NORTH 03°40'58" WEST, A DISTANCE OF 24.58 FEET; THENCE SOUTH 88°47'46" EAST, LEAVING SAID EAST RIGHT OF WAY LINE OF CAMPBELL AVENUE, A DISTANCE OF 415.17 FEET TO THE POINT OF BEGINNING. CONTAINING 1.53 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.



GRID NORTH MISSOURI STATE PLAN COORDINATE
SYSTEM 1983: CENTRAL ZONE
MISSOURI GRS MONUMENT GR-91
ELEVATION 1287.40

NOTES:

- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS FOR URBAN CLASS PROPERTY.
- BEARINGS FOR SURVEY ARE BASED ON GRID NORTH MISSOURI STATE PLANE COORDINATE SYSTEM 1983: CENTRAL ZONE.
- NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE OF, OR THE LOCATION OF, FLOODWAYS AND SINKHOLES. THE LOCATION OF UNDERGROUND UTILITIES, AS SHOWN, IS BASED ON INFORMATION PROVIDED BY OTHERS. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING DEPTH, CONDITION, OR CAPACITY OF ANY UNDERGROUND UTILITY.
- PROPERTY ZONED GR - GENERAL RETAIL
- AREA - 1.53 ACRES OR 66,664 SQ. FT.
- SMALLEST LOT - LOT 1 (29,715 SQ. FT.)
- THIS SURVEY MEETS OR EXCEEDS THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0341E, DATED DECEMBER 17, 2010 THE PROPERTY IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- BOTH LOTS IN SUBDIVISION ARE IN APPROVED SANITARY SEWER DISTRICTS.

LEGEND

	TELEPHONE PEDESTAL		IRON PIN SET CAPPED "LC 2007008003"
	FIRE HYDRANT		EXISTING IRON PIN
	WATER VALVE		EXISTING RIGHT-OF-WAY MARKER
	GAS VALVE		PERMANENT MONUMENT SET, 5/8"x24" REBAR WITH 1 AND 3/4 INCH PLASTIC CAP STAMPED "LC 2007008003"
	GAS METER		MEASURED
	POWER POLE		PLATTED
	ELECTRIC METER		DEEDED
	GUY ANCHOR		SANITARY SEWER
	PULL BOX		OVERHEAD ELECTRIC LINE
	2 PED		UNDERGROUND ELECTRIC LINE
	WATER METER		UNDERGROUND COMMUNICATION LINE
	GAS METER		FIBER-OPTIC CABLE
	AIR CONDITIONER		CHAIN LINK FENCE
	SIGN		WOOD PRIVACY FENCE
	LIGHT POLE		BARBED WIRE FENCE
	POST		ELECTRIC TRANSFORMER
	MAIL BOX		SANITARY SEWER MANHOLE
	TREE DECIDUOUS		STORM SEWER MANHOLE
	TREE EVERGREEN		WATER MANHOLE

CAMPBELL AVENUE
RIGHT OF WAY WIDTH VARIES

N02°02'14"E 167.2'M&D

50.0'M&D

49.3'M&D

CONCRETE DRIVE

SIDWALK EASEMENT
BOOK 2019
PAGE 021247-19

TRAFFIC CONTROL
DEVICE EASEMENT
BOOK 2019
PAGE 021246-19

N03° 40' 58"W
24.58'

N00° 25' 15"W
74.85'

N88° 48' 17"W
0.79'

S00° 16' 25"W
65.56'

SW CORNER
SEC. 25, TWP. 29N, RING. 22W

180.1'M&D

LEGEND

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LEGEND

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WV	WATER VALVE	△	EXISTING RIGHT-OF-WAY MARKER
GV	GAS VALVE	□	PERMANENT MONUMENT SET, 5/8"x24" REBAR WITH 1 AND 3/4 INCH PLASTIC CAP STAMPED "LC 2007008003"
GM	GAS METER	M	MEASURED
PP	POWER POLE	P	PLATTED
EM	ELECTRIC METER	D	DEEDED
GA	GUY ANCHOR	— SAN	SANITARY SEWER
PB	PULL BOX	— OHE	OVERHEAD ELECTRIC LINE
2P	2 PED	— UGE	UNDERGROUND ELECTRIC LINE
WM	WATER METER	— COMM	UNDERGROUND COMMUNICATION LINE
GM	GAS METER	— FO	FIBER-OPTIC CABLE
AC	AIR CONDITIONER		CHAIN LINK FENCE
S	SIGN	— □ — □ —	WOOD PRIVACY FENCE
LP	LIGHT POLE	— × —	BARBED WIRE FENCE
P	POST	▽	ELECTRIC TRANSFORMER
MB	MAIL BOX	Ⓢ	SANITARY SEWER MANHOLE
TD	TREE DECIDUOUS	Ⓢ	STORM SEWER MANHOLE
TE	TREE EVERGREEN	Ⓢ	WATER MANHOLE

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 05-26-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-128

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, as shown on the Preliminary Plat of Degraffenreid-Wood Subdivision, generally located at 2001 West Walnut Lawn Street, 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.)

WHEREAS, an original preliminary plat of Degraffenreid-Wood Subdivision, dated March 2, 2013, is on file with the City's Department of Planning and Development; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on May 7, 2020, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit A," and said Commission approved the Preliminary Plat of East Sunshine Property Group, generally located at 2001 West Walnut Lawn Street, subject to conditions described in "Exhibit B – Attachment 2".

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 land, easements, and improvements dedicated to the City, as shown on the Preliminary Plat of Degraffenreid-Wood Subdivision, generally located at 2001 West Walnut Lawn Street, as approved by the Planning and Zoning Commission. The original plat of Degraffenreid-Wood Subdivision 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 3," and all of "Exhibit B" including 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 said plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the

37 Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment
38 2," and upon the Director of Public Works certifying to the Director of Planning and
39 Development and the City Clerk that the public improvements have been made in
40 accordance with City standards and specifications. Said public improvements shall not be
41 accepted until the occurrence of the above written conditions.

42
43 Section 3 – The final plat shall not be recorded until: (1) the public improvements
44 relating to the Approved Preliminary Plat have been constructed according to the
45 specifications of the City of Springfield, Missouri, and are approved by the Director of Public
46 Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in
47 connection with the construction of said improvements have been paid to the City; or (2) in
48 lieu of the construction of the improvements, that the Applicant has filed with the City
49 Manager, according to the terms of the Subdivision Regulations of the City, the prescribed
50 financial assurances in a form acceptable to the City to ensure the construction of the
51 improvements and the payment to the City of all engineering fees, permit fees, licenses,
52 and other fees occasioned by, or which will be occasioned by, the construction of the
53 improvements.

54
55 Section 4 – Upon compliance with all the requirements of this Ordinance, including
56 the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to
57 endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo.,
58 and such endorsement shall constitute the acceptance of the Public Improvements
59 contained therein.

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

63
64 Passed at meeting: _____

65
66
67 _____
68 Mayor

69 Attest: _____, City Clerk

70
71
72 Filed as Ordinance: _____

73
74
75 Approved as to form: Kyle T. [Signature], Assistant City Attorney

76
77
78 Approved for Council action: James C. [Signature], City Manager

EXPLANATION TO COUNCIL BILL 2020 - 128

FILED: 05-26-20

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 Degraffenreid-Wood Subdivision, generally located at 2001 West Walnut Lawn Street, 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 Degraffenreid-Wood Subdivision dated March 2, 2013, 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, May 7, 2020, and approved the preliminary plat by a vote of 6 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, including;
 - a. The width of the sidewalk along Cox Road should be 5 feet.
 - b. The plat needs a note stating that the driveway approach on lot 1 will need to be moved west to meet current city spacing requirements which is 150 feet from the intersection of Kansas Expressway at the time of redevelopment of lot 1.
 - c. Cox Avenue is a classified as a collector and requires 30 feet of right of way from the centerline. It appears an additional 10 feet is needed.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

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.

REMARKS:

Staff recommends approval.

Submitted by:



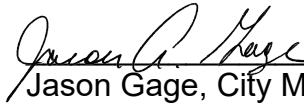
Michael Sparlin, Senior Planner

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, Conditions of Plat Approval

Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – DEGRAFFENREID-WOOD SUBDIVISION
Planning and Zoning Commission – May 7, 2020

Preliminary Plat of Degraffenreid-Woods
2001 West Walnut Lawn Street

Applicant: Wood Holdings, LLC & Glenn Degraffenreid

(Britton Jobe recused)

Mr. Hosmer stated that this is a request to approve a 11.62 acre 2-lot commercial and residential subdivision located at 2001 West Walnut Lawn Street. The Comprehensive Plan identifies this area as appropriate for Medium or High-Density Housing. However, the current zoning allows commercial (GR) uses and PD (MF and SF) uses. The Transportation Plan classifies Kansas Expressway, Walnut Lawn Street as a Secondary Arterial and Cox Road as a Collector roadway. A stream buffer easement is required (90 feet on each side measured from the top of bank) and a sinkhole report will be required with final plat. The property owners have created an illegal lot split with the sale of the property to the west prior to the recording of the final plat. The preliminary plat and final plat will bring the property into compliance. The width of the sidewalk along Cox Road should be 5 feet. The plat needs a note stating that the driveway approach on lot 1 will need to be moved west to meet current city spacing requirements which is 150 feet from the intersection of Kansas Expressway at the time of redevelopment of lot 1. Cox Avenue is a classified as a collector and requires 30 feet of right of way from the centerline. It appears an additional 10 feet is needed. Public improvement plans are required for the street and sidewalks improvements. The final plat cannot be approved until public improvement plans have been submitted, approved, and the improvements constructed or escrowed. 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.

Ms. Teresa Davison, applicant representative stated that this is a point of clarification from 1993 and reinstated the staff recommendations and here to answer any questions.

Mr. Patrick Platter, 2144 E. Republic Road, representing the owners and the only issue here is the right-of-way that has been worked out and they will dedicate 10' on Cox Road and the right-of-way on Walnut Lawn is not an issue and will work out the final plat with staff.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. King motioned to **approve** Preliminary Plat of Degraffenreid-Woods (2001 West Walnut Lawn Street).

Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Shuler, Thomas, and Rose. Nays:

None. Abstain: None. Absent: Broekhoven and Cox. (Britton Jobe recused)

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

Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MAY 7, 2020

CITY COUNCIL PUBLIC HEARING:

June 1, 2020

CASE: Preliminary Plat of Degraffenreid Wood Subdivision

ACRES: 11.62 acres

LOCATION: 2001 West Walnut Lawn Street

EXISTING LAND USE: Funeral Home and undeveloped land

APPLICANT: Wood Holdings LLC, Glenn Degraffenreid

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

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a 2-lot commercial subdivision named "Degraffenreid-Wood Subdivision".

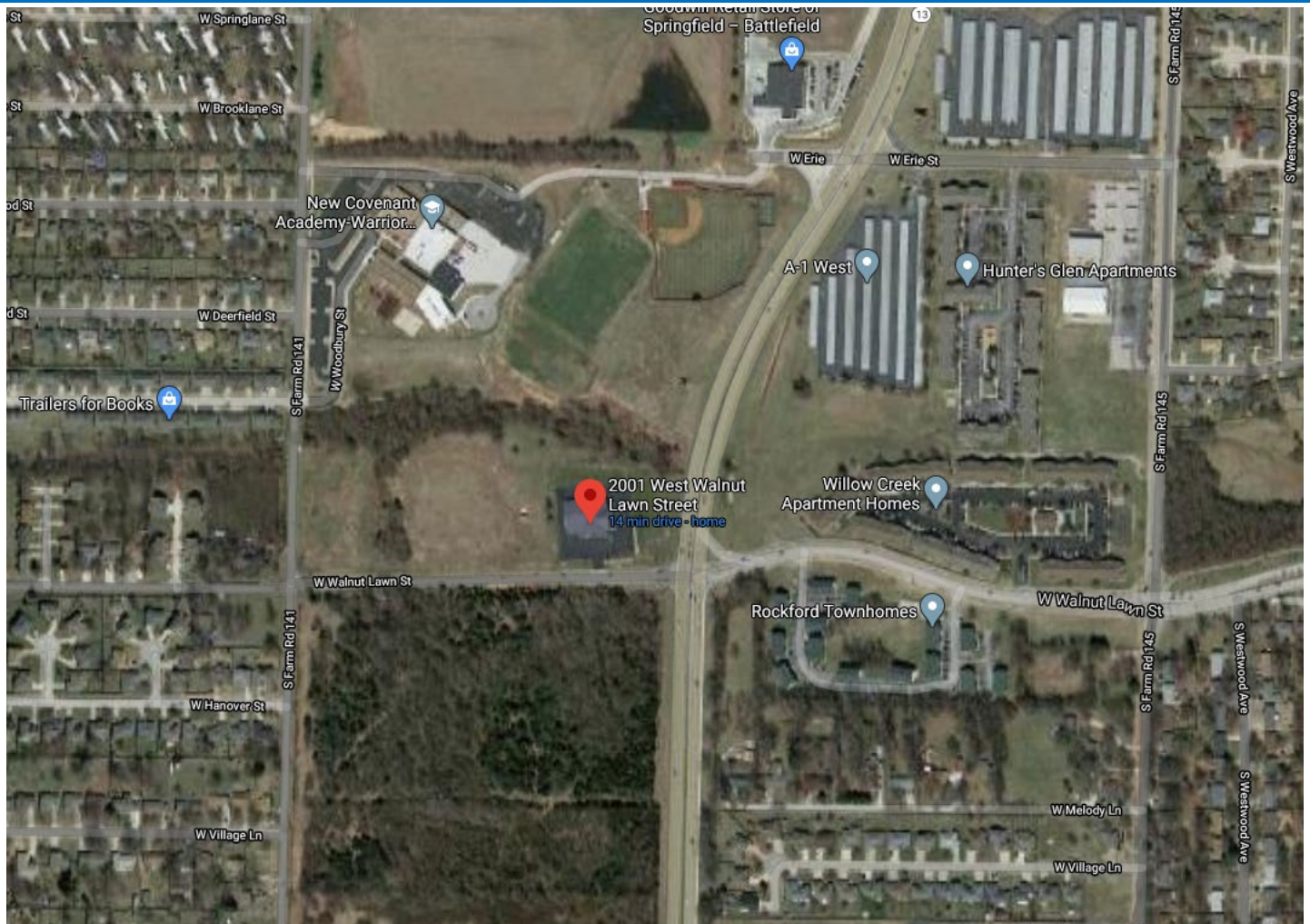
FINDINGS FOR STAFF RECOMMENDATIONS:

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	O-1, R-SF	PD 342	R-MD, PD 157	County R-1
LAND USE	New Covenant Academy	Undeveloped Land	Multi-family apartments	Single-family residences

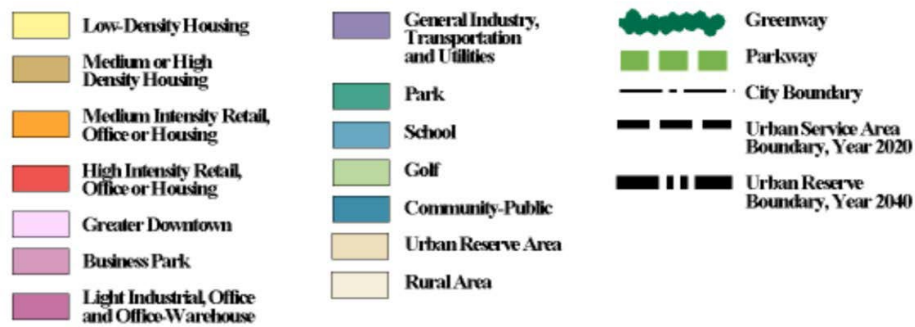
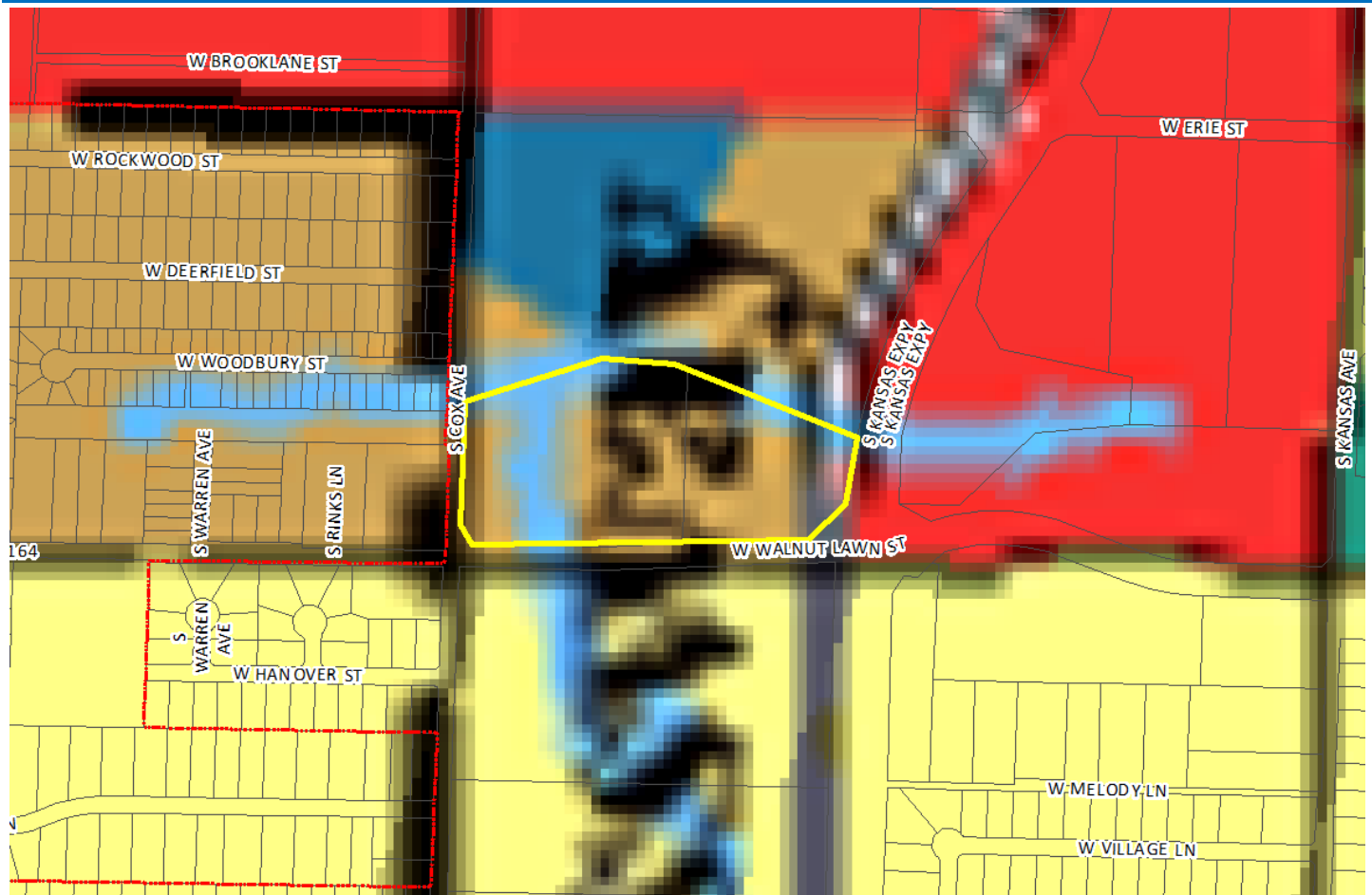
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

City Council approved the same Preliminary Plat in May 2013. The Preliminary Plat expired after two (2) years when the applicant did not submit an application for the Final Plat.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements 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.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR GR
Minimum Lot Size	None
Maximum Structure Height	None, except 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	Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space and yard regulations. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363, conditional use permits, or an approved preliminary plat in accordance with the city's subdivision regulations.
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).
Street Classification	Kansas Expressway – Expressway Walnut Lawn Street – Secondary Arterial Cox Road - Collector
Sidewalks (Per Sec.36-471)	
Open Space Requirement	Not less than 20 percent of the gross site area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482 (15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets or areas containing plants for display and sale. Open space shall contain living ground cover and other landscaping materials.

CODE ITEM	REQUIREMENTS FOR PD 103
Permitted uses	High Density Residential and Single Family uses (attached and detached) 18 du/ac
Minimum Lot Size	None
Maximum Structure Height	No structure shall exceed a height greater than its horizontal distance from any district boundary
Front Yard Setback	Fifty (50) feet for both building and parking lot purposes along Kansas Expressway. Twenty-five (25) feet for both building and parking lot purposes along both Cox Road and Walnut Lawn Street
Side and Rear Setbacks	Fifty (50) feet for both building and parking lot purposes along Kansas Expressway. Twenty-five (25) feet for both building and parking lot purposes along both Cox Road and Walnut Lawn Street
Street Classification	Kansas Expressway – Expressway Walnut Lawn Street – Secondary Arterial Cox Road - Collector
Sidewalks	Per Section 36-471 sidewalk standards
Open Space Requirement	The impervious surface ratio shall not exceed 0.80.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. However, the current zoning allows commercial uses.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 4.78 acres into a 2-lot subdivision named "Degraffenreid-Wood Subdivision."
2. The property owners have created an illegal lot split with the sale of the property prior to the submission of a final plat. An application for a preliminary and final plat will bring the property into compliance with the Subdivision Regulations. The final plat will need to have all existing property owners sign the final plat once submitted.
3. 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 but may be extended one-time for another two years by applying for a Preliminary Plat Renewal.
4. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS

No issues with preliminary plat.

CLEAN WATER SERVICES COMMENTS

No objection. Both tracts are served by public sewer.

CITY UTILITIES COMMENTS

No issues with preliminary plat.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS

1. The width of the sidewalk along Cox Road should be 5 feet.
2. The plat needs a note stating that the driveway approach on lot 1 will need to be moved west to meet current city spacing requirements which is 150 feet from the intersection of Kansas Expressway at the time of redevelopment of lot 1.
3. Cox Avenue is classified as a collector and requires 30 feet of right of way from the centerline. It appears an additional 10 feet is needed. Please show the existing and dedicated right of way on the plat.

PUBLIC WORKS STORMWATER DIVISION COMMENTS

1. In the final plat, designate the drainage easement indicated as a stream buffer easement. It needs to be 90 feet on each side measured from the top of bank and you show 60 ft - make sure this is still meeting our requirement.
2. There is a sinkhole indicated on our GIS and a sinkhole report will be required with final plat.

MODOT COMMENTS

No comments

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. 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.

PRELIMINARY PLAT
DEGRAFFENREID - WOOD SUBDIVISION

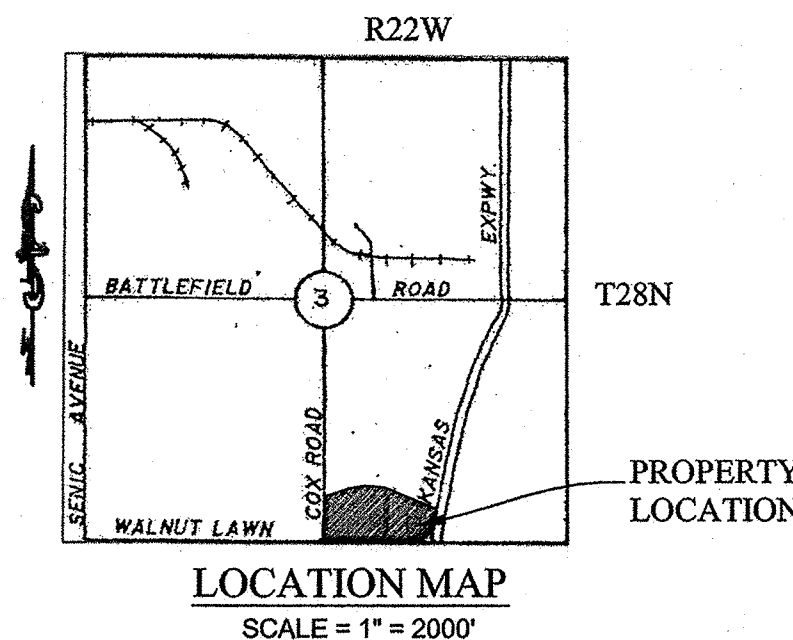
2001 W. WALNUT LAWN STREET
BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 28 NORTH, RANGE 22 WEST
OF THE 5TH PRINCIPAL MERIDIAN
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

DESCRIPTION
A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) SECTION 3, TOWNSHIP 28 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SW1/4, SE1/4, BEING THE SOUTH QUARTER CORNER OF SAID SECTION 3,
THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 3 S 89° 31' 53" E A DISTANCE OF 30.89';
THENCE N 00° 28' 22" E A DISTANCE OF 35.00' TO THE POINT OF BEGINNING SAID POINT BEING ON THE EASTERLY RIGHT OF WAY OF COX ROAD,
THENCE N 01° 54' 36" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 428.78' TO A POINT FOR CORNER;
THENCE N 73° 01' 06" E A DISTANCE OF 77.76' TO AN EXISTING IRON PIN (J. DAY);
THENCE N 68° 42' 21" E A DISTANCE OF 175.29' TO A POINT FOR CORNER;
THENCE N 79° 24' 00" E A DISTANCE OF 149.24' TO AN EXISTING IRON PIN (J. DAY);
THENCE S 89° 59' 08" E A DISTANCE OF 222.32' TO AN EXISTING IRON PIN (J. DAY);
THENCE S 68° 52' 53" E A DISTANCE OF 588.54' TO A POINT ON THE WESTERLY RIGHT OF WAY OF KANSAS EXPRESSWAY;
THENCE ALONG SAID WESTERLY RIGHT OF WAY WITH A NON TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 303.59', WITH A RADIUS OF 1974.86', WITH A CHORD BEARING OF S 07° 43' 11" W, WITH A CHORD LENGTH OF 303.29' TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WALNUT LAWN STREET;
THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES:
1.) S 87° 36' 49" W A DISTANCE OF 470.88';
2.) S 87° 36' 51" W A DISTANCE OF 231.79';
3.) N 89° 31' 53" W A DISTANCE OF 427.19' TO SAID POINT OF BEGINNING,
CONTAINING 534,272 SQUARE FEET, 12.27 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY.

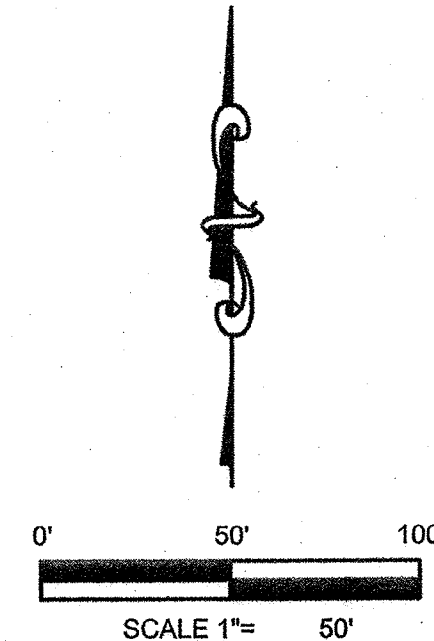
OWNER/DEVELOPER:

LOT 1:
BOOK 2822 PAGE 052046;
PHYLLIS RUTH WOOD TRUSTEE OF THE PHYLLIS RUTH WOOD REVOCABLE LIVING TRUST ESTATE & BOBBY DEAN WOOD REVOCABLE LIVING TRUST ESTATE
2001 W WALNUT LAWN ST.
SPRINGFIELD, MO 65807

LOT 2:
BOOK 2022 PAGE 1191
BOBBY DEAN WOOD AND RUTH WOOD & GLEN F. DEGRAFFENREID AND BEVERLY R. DEGRAFFENREID
2001 W. WALNUT LAWN ST
SPRINGFIELD, MO 65807



- NOTES**
1. CURRENT ZONING: PD 103.
 2. GENERAL ORDINANCE NO. 3985 DATED 1/16/89
 3. ACREAGE: 12.27 ACRES
 4. WATER SERVICE SUPPLIED BY CITY UTILITIES OF SPRINGFIELD
 5. ELECTRIC SERVICE SUPPLIED BY CITY UTILITIES OF SPRINGFIELD
 6. GAS SERVICE SUPPLIED BY CITY UTILITIES OF SPRINGFIELD
 7. SANITARY SEWER SERVICE SUPPLIED BY PUBLIC WORKS OF SPRINGFIELD
 8. SIDEWALKS CONSTRUCTED ON ONE SIDE OF COX AVENUE SUBJECT TO SUBDIVISION VARIANCE REQUEST.



BASIS OF BEARINGS
GRID NORTH AS ESTABLISHED BY THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

CONVERSION FROM DEED TO STATE PLANE BASIS OF BEARINGS: SOUTHERLY LINE OF LOT 2
DEED: N 88° 59' 32" W
STATE PLANE COORDINATES: N 89° 31' 53" W

BENCHMARKS

DNR GR-92
SOUTHEAST CORNER OF BATTLEFIELD ROAD AND SOUTH KANSAS AVENUE, 27.5 FT. EAST OF THE CENTER OF SOUTH KANSAS AVENUE; 13.8 FT. NORTHEAST OF A CUT CROSS ON THE CURB; 8.0 FT. SOUTHEAST OF A CUT CROSS ON THE CURB AND 8.3 FT. SOUTH OF A CARSONITE WITNESS POST.
ELEVATION 1283.79

AZIMUTH MARK: 0.7 MILES SOUTH OF THE STATION AND NEAR SOUTH KANSAS AVENUE AND WINKLER STREET AT THE SE CORNER OF A CHURCH PARKING LOT, 20 FT. WEST OF THE CENTER OF SOUTH KANSAS AVENUE, 22 FT. SOUTH OF THE DRIVE INTO THE PARKING LOT; 38.5 FT. SOUTHEAST OF A NAIL AND SHINER IN A POWER POLE; AND 12.1 FT. NORTHEAST OF A CARSONITE WITNESS POST AT A FENCE CORNER.

FLOODPLAIN NOTE:

According to FEMA Flood Insurance Rate Map for the City of Springfield, Greene County, Missouri (Community-Panel Number 29077C0339E, Dated: December 17, 2010), the property lies within Zone "X" (other areas) and is determined to be outside the 0.2% annual chance floodplain.

STANDARD LEGEND

- | | |
|---------------------|-----------------------|
| ■ MONUMENT | WM WATER VALVE |
| ○ EXISTING IRON PIN | WM WATER METER |
| ● SET IRON PIN | FH FIRE HYDRANT |
| (M) MEASURED | PP POWER POLE |
| (D) DEED | LP LIGHTPOLE |
| | ● MANHOLE |
| | ● GAS |
| — WATER | — WATER LINE |
| — GAS | — GAS LINE |
| — SAN | — SANITARY SEWER LINE |
| — OHL | — OVERHEAD ELECTRIC |
| — ROW | — RIGHT OF WAY LINE |
| — FENCE | — FENCE |
| — BUILDING | — BUILDING |
| — EASEMENT | — EASEMENT |
| — EXISTING PAVING | — EXISTING PAVING |
| — BUILDING SETBACKS | — BUILDING SETBACKS |

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT I, KENNETH M. HEITHAUS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY KENNETH M. HEITHAUS, DATED FEBRUARY 20, 2013 AND SIGNED BY KENNETH M. HEITHAUS L.S. NO. 1918 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF KENNETH M. HEITHAUS L.S. NO. 1918 IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, CHAPTER 36, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND IN ACCORDANCE WITH THE MINIMUM STANDARDS OF THE STATE OF MISSOURI.

3/2/2013
KENNETH M. HEITHAUS L.S. NO. 1918
DATE PREPARED: 3/22/13

535 W. Battlefield St.
Springfield, MO 65807
(417) 887-2328
FAX: (417) 887-1940
http://www.heithaus.com
HE@heithaus.com

Heithaus Engineering & Assoc., Inc.
MO COA #2010021970 (E), #2010018087 (LS)

DEGRAFFENREID - WOOD SUBDIVISION
2001 W. WALNUT LAWN ST.
BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 3,
TOWNSHIP 28 NORTH, RANGE 22 WEST
OF THE 5TH PRINCIPAL MERIDIAN
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI
PRELIMINARY PLAT

Design: HEI
Drawn: ANB
Checked: KMH/TAD
Date: 3/22/13
Job No. 89046p
Dwg# Prel Plat
Scale: 1" = 50'

SHEET
1
OF 1 SHEETS

One-rdg. _____
P. Hrngs. _____
Pgs. 24 _____
Filed: 05-26-20 _____

Sponsored by: _____ Ferguson _____

First Reading: _____

Second Reading: _____

COUNCIL BILL _____ 2020-129 _____

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on the
3 Preliminary Plat of Troy Acres 1st Addition, generally located at 500 block
4 of South Troy Avenue, upon the applicant filing and recording a final plat
5 that substantially conforms to the preliminary plat; and authorizing the
6 City Clerk to sign the final plat upon compliance with all the terms of this
7 Ordinance. (Staff recommends that City Council accept the public streets
8 and easements.)
9 _____

10
11 WHEREAS, an original preliminary plat of Troy Acres 1st Addition, dated March 2,
12 2020, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, a public hearing was held before the Planning and Zoning Commission
15 on May 7, 2020, a copy of the Record of Proceedings from said public hearing being
16 attached hereto and incorporated herein by this reference as "Exhibit A," and said
17 Commission approved the Preliminary Plat of Troy Acres 1st Addition, generally located at
18 500 block of South Troy Avenue, subject to conditions described in "Exhibit B – Attachment
19 2".
20

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

24 Section 1 – City Council hereby authorizes the Director of Planning and
25 Development, on behalf of the City of Springfield, to accept the land, easements, and
26 improvements dedicated to the City, as shown on the Preliminary Plat of Troy Acres 1st
27 Addition, generally located at 500 block of South Troy Avenue, as approved by the Planning
28 and Zoning Commission. The original plat of Troy Acres 1st Addition is on file in the
29 Department of Planning and Development ("Approved Preliminary Plat"), a reduced version
30 of which is attached hereto for general reference as "Exhibit B - Attachment 3," and all of
31 "Exhibit B" including attachments, is incorporated herein by this reference.
32

33 Section 2 – The Director of Planning and Development shall be authorized to accept
34 the land, easements, and improvements dedicated to the City, as shown on said plat, upon
35 the applicant filing and recording a final plat in accordance with this Ordinance and the
36 Subdivision Regulations of the City, which final plat shall substantially conform to the

37 Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment
38 2," and upon the Director of Public Works certifying to the Director of Planning and
39 Development and the City Clerk that the public improvements have been made in
40 accordance with City standards and specifications. Said public improvements shall not be
41 accepted until the occurrence of the above written conditions.

42
43 Section 3 – The final plat shall not be recorded until: (1) the public improvements
44 relating to the Approved Preliminary Plat have been constructed according to the
45 specifications of the City of Springfield, Missouri, and are approved by the Director of Public
46 Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in
47 connection with the construction of said improvements have been paid to the City; or (2) in
48 lieu of the construction of the improvements, that the Applicant has filed with the City
49 Manager, according to the terms of the Subdivision Regulations of the City, the prescribed
50 financial assurances in a form acceptable to the City to ensure the construction of the
51 improvements and the payment to the City of all engineering fees, permit fees, licenses,
52 and other fees occasioned by, or which will be occasioned by, the construction of the
53 improvements.

54
55 Section 4 – Upon compliance with all the requirements of this Ordinance, including
56 the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to
57 endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo.,
58 and such endorsement shall constitute the acceptance of the Public Improvements
59 contained therein.

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

63
64 Passed at meeting: _____

65
66
67 _____
68 Mayor

69 Attest: _____, City Clerk

70
71 Filed as Ordinance: _____

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

75
76
77 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020 - 129

FILED: 05-26-20

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 Troy Acres 1st Addition, generally located at 500 block of South Troy Avenue, 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 Troy Acres 1st Addition dated March 2, 2020, 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 May 7, 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. 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.

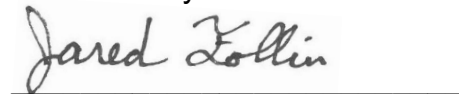
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report ("Exhibit B") to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. Single-Family residential developments are an appropriate land use for this designation. The Major Thoroughfare Plan classifies Troy Avenue as a Local Street which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – TROY ACRES 1ST ADDITION
Planning and Zoning Commission – May 7, 2020

Preliminary Plat of Troy Acres 1st Addition
500 blk South Troy Avenue

Applicant: Crawford-Mace Properties, LLC

Mr. Hosmer stated that this is a request to approve a 1.13 acre six-lot residential subdivision located in the 600 Block of South Troy Avenue. The Comprehensive Plan identifies this area as appropriate for Low-Density Housing. Single-Family residential developments are an appropriate land use for this designation. The Major Thoroughfare Plan classifies Troy Avenue as a Local Street which supports the proposed land use. The property is zoned R-SF. The minimum lot size for the R-SF District is 6,000 square feet. The proposed subdivision will have lot sizes between 7,895 to 8,477 sf. Public improvement plans are required for the street and sidewalks improvements. The final plat cannot be approved until public improvement plans have been submitted, approved, and the improvements constructed or escrowed. 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. Jerry Crawford, developer, here to answer any questions.

Mr. John Shinpoch, 505 South Troy and is in opposition to the proposed preliminary plat. He voiced his concern for the number of homes proposed (6), however would not object to the normal amount of homes (3) for that size and noted that Troy Avenue width reduces in size and there are no drains along the street so all the storm water goes right into the proposed development and does cause problems. He also noted that his neighborhood is a stabilized area and that starter houses are not a good fit for this area.

Ms. Anita Cotter read off a list of individuals who submitted written comments/testimony which are reflected with the staff report.

Chris Scott	Dennis Whiteside	James Gilmore	Randall Willoughby
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Mr. Doennig closed the public hearing.

Mr. Thomas asked about minimum square foot per lot per Residential Single-Family

Mr. Hosmer noted that the zoning code does not legislate the size of the home itself, but the lot. The minimum lot is 6000' and those lots average 7000' to 8000'.

Mr. Coltrin asked confirming lots that exist.

Mr. Hosmer stated that the subdivision codes meet the standards, and if some neighbors do not want those type of people in the neighborhood, we would not get involved

COMMISSION ACTION:

Mr. King motioned to **approve** Preliminary Plat of Troy Acres 1st Addition (500 blk South Troy Avenue).

Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Shuler, Jobe, Thomas, and Rose.

Nays: None. Abstain: None. Absent: Broekhoven and Cox.

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

Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

May 7, 2020

CITY COUNCIL PUBLIC HEARING:

June 1, 2020



CASE NO.: Preliminary Plat of Troy Acres 1st Addition

ACRES: 1.13

LOCATION: 500 blk South Troy Avenue

EXISTING LAND USE: Vacant

APPLICANT: Crawford-Mace Properties, LLC

STAFF: Jared Follin, 864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

The applicant is proposing to subdivide approximately 1.13 acres of property into six residential lots generally located at 500 blk South Troy Avenue.

FINDINGS FOR STAFF RECOMMENDATIONS:

The applicant's proposal, with the conditions listed below, is consistent with the City's Subdivision Regulations.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Single-Family residential	Single-Family residential	Single-Family residential	Single-Family residential

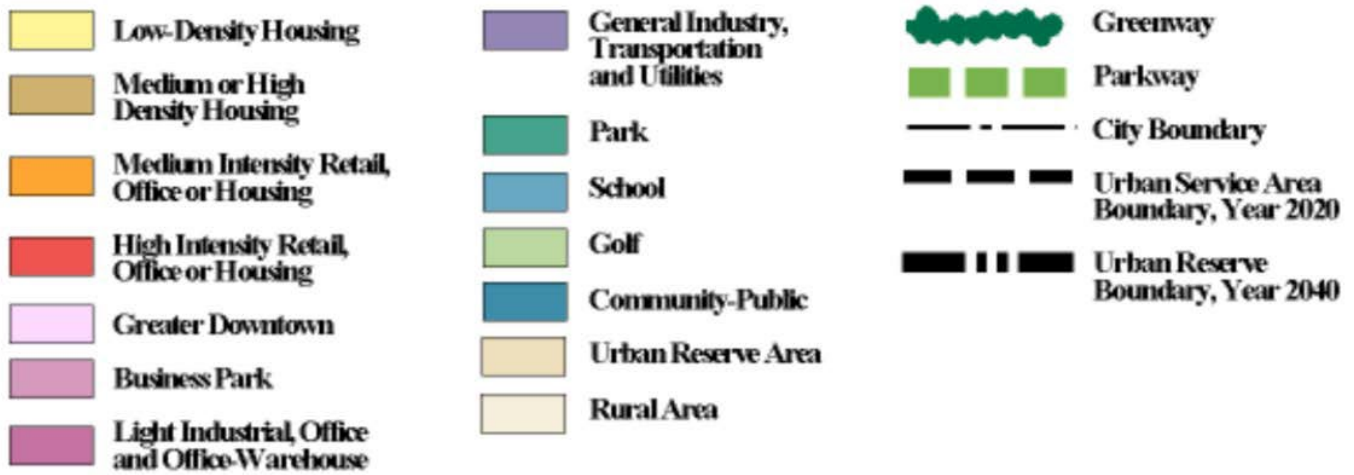
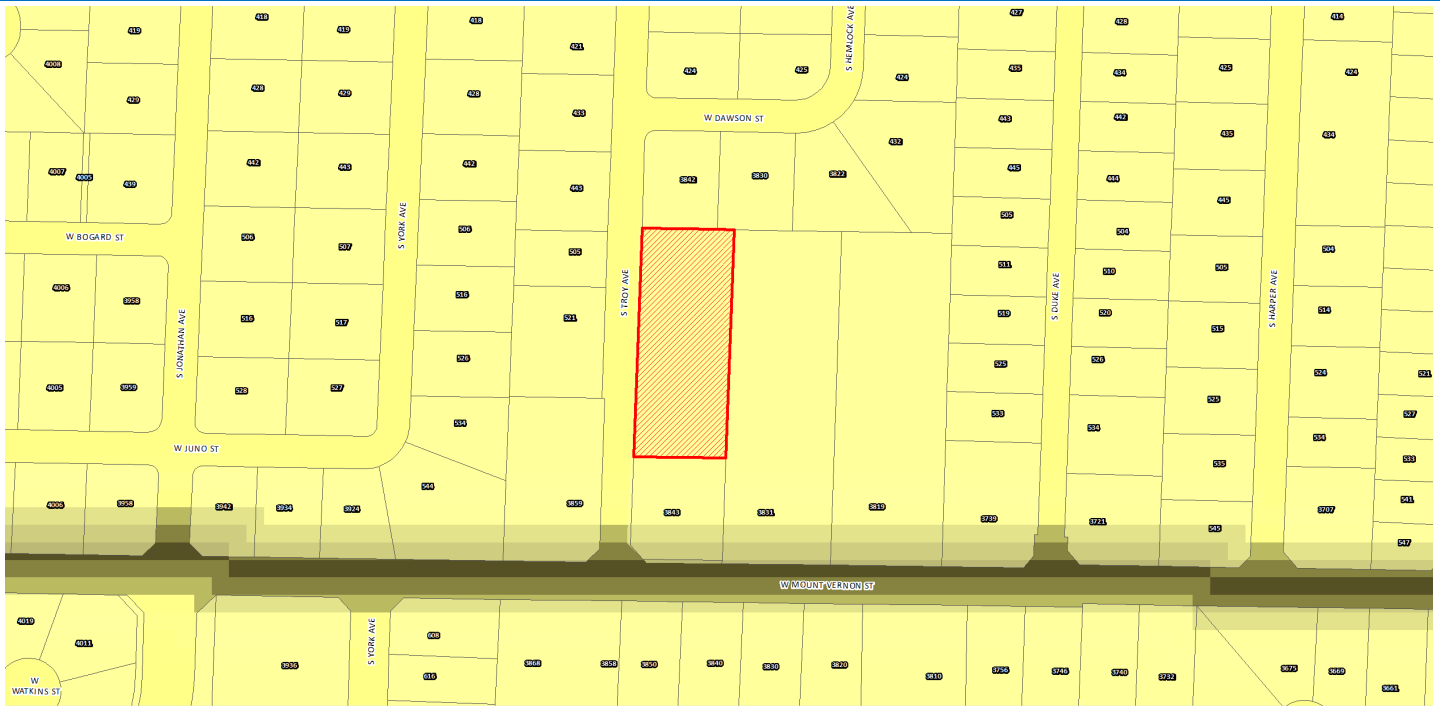
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

Subject property was annexed into the City of Springfield in 1968 and was first subdivided in 2019 as "Lot 1" under Troy Acres subdivision.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements 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.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR R-SF
Minimum Lot Size	Minimum lot area: 6,000 square feet Minimum lot width: 50 feet Minimum lot depth: 80 feet
Maximum Structure Height	When side yards are less than 15 feet in width: 35 feet or two and one-half stories When side yards are 15 feet in width or greater: 45 feet or three stories
Front Yard Setback	15 feet
Side and Rear Setbacks	Side yard: 5 feet Rear yard: 10% of lot depth
Street Classification	Troy Avenue: Local Street
Sidewalks (Per Sec.36-471)	Sidewalk is required to be constructed along the west side of S. Troy Avenue as a portion of sidewalk already exists along the west side.
Open Space Requirement	Not less than 30 percent of the gross floor site area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. Single-Family residential developments are an appropriate land use for this designation. The Major Thoroughfare Plan classifies Troy Avenue as a Local Street which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 1.13 acres into a six-lot subdivision named "Troy Acres, 1st Addition" for the purpose of constructing single-family residential dwellings.
2. In 2019, the property was processed as a Major Subdivision as Troy Acres subdivision with two lots. Since the new plat will create six new lots, the applicant is required to submit a new Major Subdivision application.
3. Proposed lots meet all zoning and subdivision requirements. Current zoning district is Single-family residential.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years but may be extended one-time for another two years by applying for a Preliminary Plat Renewal.
5. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

City Utilities

Electric and gas (if needed main extensions will be required to serve all proposed lots. Additional easements will be required. Water can be served as shown, and the cost would be \$700.00 per lot.

Environmental Services – Clean Water Services

Preliminary Plat is approvable. The laterals for lots 2 and 5 will need to be constructed before the final plat can be approved. These can be shown on the public improvement plans. Cleanouts and tracer wire will be required for each new lateral according to city detail SAN24 & 25. Checking with the street department to determine if the street can be open cut or if boring is required.

Fire Department

Fire hydrant(s) must be installed per 2018 IFC Section 507 & Appendix C.

Public Works – Construction Inspection

If required, PW plans must be constructed and accepted prior to approval of final plat. If allowed, a security (escrow) could be placed in lieu of construction prior to approval of final plat.

Public Works – Stormwater

There are no issues with storm water

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

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 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	Upper Wilsons Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	Yes

Public Works – Traffic

Since there will be public improvement plans, sidewalk should be on the public improvement plans and constructed with the public improvements.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Troy Avenue as a Local roadway and W. Mt. Vernon Street as a Secondary Arterial roadway. The standard right-of-way width for S. Troy Avenue is 25 feet from the centerline. The standard right-of-way width for W. Mt Vernon Street is 35 feet from the centerline. It appears additional right-of-way is not needed along S. Troy Avenue or W. Mt Vernon Street. A survey is recommended to determine the exact amount of existing right-of-way. S. Troy Avenue and W. Mt. Vernon Street are both city-maintained streets.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Troy Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements for a Local roadway.

SIDEWALK

There is not existing sidewalk along the property frontage of S. Troy Avenue. The existing infrastructure meets current City Standards. There is currently sidewalk along the property frontage of W. Mt Vernon Avenue. Sidewalk is required to be constructed along the west side of S. Troy Avenue as a portion of sidewalk already exists along the west side.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Troy Avenue	Local	Yes	25	25
Street 2	W. Mt Vernon Street	Secondary Arterial	No	35	35

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

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.

Follin, Jared

From: cscott@cslcnw.com
Sent: Thursday, May 7, 2020 1:17 PM
To: Zoning@springfieldmo.gov
Subject: Troy Acres 1st Addition

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am Chris Scott and reside at 306 S Troy Avenue. I am responding to the notice posted in the 500 block of S Troy which is in reference to a public hearing on adding 6 homes on a lot where 1 or 2 would mirror the surrounding homes/neighborhood. Traffic flow will be an issue and there is no room for on-street parking in that stretch of roadway, where it's already narrow! I read the plans included on your site and someone seems to think there will be but they are not the ones that drive this road every day and sounds like they need to retake measurements.

I would agree in other comments in that the Public hearing process for this was not communicated well with signage which you still have to look for. At one time it wasn't even posted. The mere thought of this project being proposed as an idea is not acceptable to the Orchard Crest residents and would hope that the council exhibits the same sound judgement they have for decades now in this same area. Our home values will be negatively affected causing many to move away from the area in which we have raised our children and have grown to love our neighbors over the years.

I would ask that this proposal be denied as it would only place a cloud over our beautiful neighborhood. Please send a message to developers like this that are only thinking of profit & feel they can buy and build anything and anywhere they want. Lastly, I would like to know of any appeal process that exists if this does get approved.

Respectfully,

Chris Scott
417-894-2350

From: [Dennis Whiteside](#)
To: [Follin, Jared](#)
Cc: [Randall Willoughby](#)
Subject: Troy Acres Addition 1
Date: Thursday, April 30, 2020 9:10:10 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I'm Dennis Whiteside and I live at 425 S. Hemlock Ave., Springfield, Missouri. I am opposed to the current proposal to subdivide the existing 1 acre lot into 6 tiny lots. This proposal should be denied completely as presented.

A public meeting on May 7 I can not attend but I request my comments be included in the May 7 meeting minutes and that my concerns be addressed.

Number 1: this "Troy Acres Addition number 1" proposal appears to have been an attempt to sneak in additional housing without our neighborhood's awareness. Essentially there was no opposition from us as at the time it was first proposed to be a single lot. The proposal quickly changed and in a sloppy manner. Now, it is 6 lots with NO answers to obvious questions! The residents of the neighborhood and I did not notice the newest postings as it was subdued and, again, sloppily handled. This caught the residents off guard. New public notice signage was requested to be posted once it was determined how the meetings would proceed. This was not done and only upon continued inquiry did we discover the May 7 meeting was still moving forward. The current public notice posting (as of 4/29/20) still shows April 9 as the commission meeting and May 4th as council. Can "sloppy" be explained more clearly?? It is unfair to the residents that we were not made aware of the scheduling changes. There has never been a public posting to include a May 7th meeting. I request that the proposed zoning be denied as the public participation was unfairly conducted. The City has failed in this process. Expecting our neighborhood to dutifully submit and to pay the price of your neglect is completely unacceptable.

Number 2: the proposed lots do not fit within the existing settings of the neighborhood. The surrounding homes are on larger lots and any new residential structures should support existing settings. Putting 6 homes within the spacing of what should only be 2-3 in keeping with current surroundings is not acceptable. The proposed zoning needs to be denied as to not negatively impact the setting of the surrounding neighbors. Financial incentive to a developer and sloppy zoning/planning by the city of Springfield should not come at a cost to existing residents.

Number 3: Troy road at this location is narrow and confining compared to the street's entire length down to Dover ave. Potential crowding on this narrow section and the inclusion of more street parking is opposed. Any future development must consider this and establish the roadway as a posted with no parking zone and proper drainage from additional housing in the area.

I request that the zoning for this property be denied as proposed. I am not opposed to housing on that lot but the housing needs to fit within the existing setting. The development needs to be redrafted and the new proposal properly posted again. The plan needs to fit within the surrounding neighborhood, both in lot and house size, and consider roadway usage and parking. Consideration to driveway length needs to be given to account for setback to roadway.

Please acknowledge receipt of this email and assurance all of my comments will be addressed by commission/council at the meeting.

Thank you,
Dennis Whiteside
479-692-3372

Proposed Troy Acres Addition 1

Dennis Whiteside <streamguide@gmail.com>

Sat 3/28/2020 12:24 PM

To: Zoning@springfieldmo.gov <Zoning@springfieldmo.gov>

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

My name is Dennis Whiteside. My wife Lynn and I live at 425 S. Hemlock Ave here in Springfield. I have so many concerns and issues with the proposed "Addition 1" just down the street from our house that I don't have enough words to even start to list them.

First: one acre plus subdivided into six residential lots? Your immediate thoughts on that being proposed in your backyard??

Second: Of course we don't really know the plan, do we? Your meetings are planned in the middle of this COVID-19 virus and that should help everyone understand it even better, correct? Who in the world is in charge of this planning circus, anyway? "The planning commission" is in charge. Wow!!

Third: I'm opposed to your zoning as proposed and I've not even started on all the reasons yet.

Fourth: I will be visiting every neighbor in the neighborhood to make my thoughts clear.

Waiting on your response to my concerns and in getting the name of the person that's in charge here of this fiasco.

Troy Acres 1st Addition

James Gilmore <gilmore493@yahoo.com>

Tue 3/31/2020 9:27 PM

To: Zoning@springfieldmo.gov <Zoning@springfieldmo.gov>

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am responding to the notice posted on S Troy St just north of Mt. Vernon St. regarding a zoning hearing for an area known as Troy Acres 1st Addition. I as well as many other residents object to a low income settlement so close to homes valued at much more than buildings being considered for Troy Acres. Appearance as well as reduced property values are our concerns. Buildings in other areas of similar construction as those being planned do not belong in our Orchard Crest area.

These buildings go downhill both in appearance and value, taking our property values down also.

Please reconsider this project as now planned and place in another area. Hopefully other residents will be in contact with you regarding this. I understand why the developer of Troy Acres would like to be located as planned. Really nice homes some of which are directly across Troy St. make a beautiful setting for a home, but not for the type planned. Not compatible is a good way to put it.

Thanks for your consideration.

James Gilmore
305 S Hemlock St.
Springfield, Mo. 65802

TroyAcres 1st Addition

James Gilmore <gilmore493@yahoo.com>

Tue 3/31/2020 9:11 PM

To: Zoning@springfieldmo.gov <Zoning@springfieldmo.gov>

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am responding to the notice posted on S Troy St. just north of Mt. Vernon regarding a hearing. This concerns Troy Acres 1st Addition consisting of a few low income houses in an otherwise higher quality homes. Lotsof folks in this area which is in the Orchard Crest area are objecting to this change, which would reduce property values of such homes so close to other more desirable.

The hearing is scheduled first week of April. It may not happen now because of the stay at home order due to the Coronavirus scare, however.

Please know we are not in favor of this project in our neighborhood. You should be receiving more responses in addition to mine. Thank You.

Jim Gilmore
305 S Hemlock
Springfield,Mo. 65802

From: [RANDALL WILLOUGHBY](#)
To: [Follin, Jared](#); Zoning@springfieldmo.gov; [Werland, Amy](#)
Cc: [Randall Willoughby](#)
Subject: Opposition to Troy Acres Addition 1
Date: Wednesday, April 29, 2020 3:44:21 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

My name is Randall Willoughby and I live at 3830 W Dawson. My property adjoins a portion of the land being proposed as Troy Acres Addition 1. I am opposed to the current proposal to subdivide the existing 1 acre lot into 6 and request the proposal be denied.

I will be unable to attend the public meeting but I request my comments included in the May 7 meeting minutes and my concerns addressed.

Firstly, this appears to have been an attempt to sneak in additional housing. This lot was just recently divided from the adjoining house to the south. There was no opposition from us as at that time it was only proposed to be the single lot. Within a very short time it is now being sought to divide into 6. The residents of the neighborhood and I did not notice the newest posted signage and had believed them to be the previous postings that weren't removed. This had caught the residents off guard. I had previously requested that new public notice signage be posted once it was determine how the meetings would proceed. This was not done and only upon my continued inquiry did I discover the May 7 meeting was still moving forward. The current public notice posting (as of 4/29/20) still shows April 9 as the commission meeting and May 4th as council. It is unfair to the residents that we were not made aware of the scheduling changes. There has never been a public posting to include a May 7th meeting. I request that the proposed zoning be denied as the public participation was unfairly conducted. The City has failed in this process for this development and the residents should not have to pay the price.

Second, the proposed lots do not fit within the existing settings of the neighborhood. The surrounding homes are on larger lots and any new residential structures should support existing settings. Putting 6 homes within the spacing of what should only be 2-3 in keeping with current surroundings is not acceptable. The proposed zoning needs to be denied as to not negatively impact the setting of the surrounding neighbors. Financial incentive to a developer should not come at a cost of existing residents.

Third, Troy road at this location is narrower than the rest of Troy just north of the proposed site. I am concerned about crowding on the road and definitely would oppose any street parking at these sites. Any future development must consider this and establish the roadway as a posted no parking zone.

I request that the zoning for this property be denied as proposed. I am not opposed to housing on that lot but the housing needs to fit within the existing setting. The development needs to be redrafted and the new proposal properly posted again. The plan needs to fit within the surrounding neighborhood, both in lot and house size, and consider roadway usage and parking. Consideration to driveway length needs to be given to account for setback to roadway.

Please acknowledge receipt of this email and assurance all of my comments will be addressed by commission/council at the meeting.

Randall Willoughby
417-818-2630

Public Notice - Proposed Troy Acres Addition 1 - Concerns

RANDALL WILLOUGHBY <rhs6605@sbcglobal.net>

Fri 3/27/2020 7:59 PM

To: Zoning@springfieldmo.gov <Zoning@springfieldmo.gov>

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

My name is Randall Willoughby and I live at 3830 W. Dawson Springfield Missouri. My property partly adjoins to the proposed Troy acres first edition. I just observed the public notice signs that were posted on the lot. I originally thought these postings were from the previous proposal creating said lot that just had not been taken down.

I am concerned with the new proposal of taking this lot from the single 1.13 acres and subdividing that into six residential lots. That will make each lot less than 2/10 of an acre.

I am concerned given that the recent zoning indicated a single residential lot was to be made and that within just a few months this new proposal taking one lot into six.

I am equally concerned that the current commission meeting schedule for April 9 may not be available for attendance given the COVID-19 epidemic. As well as the council meeting on May 4.

I oppose this zoning as proposed and request my concerns to be addressed.

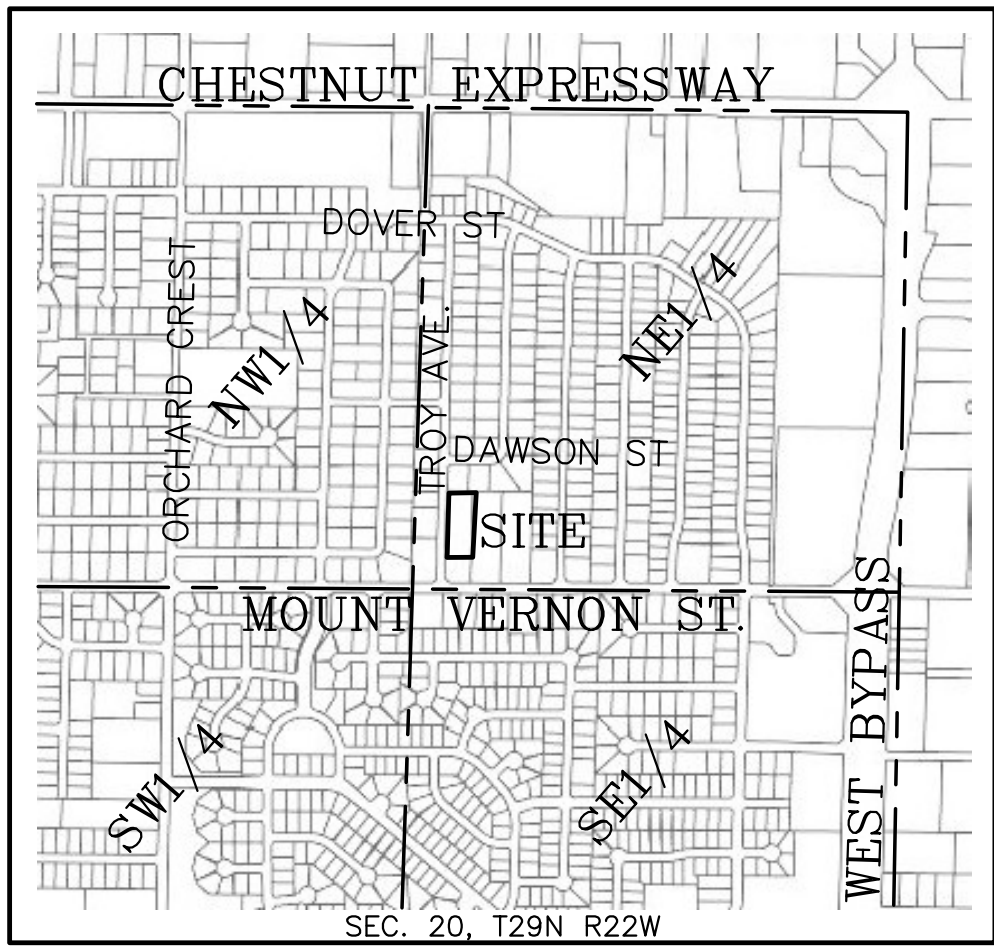
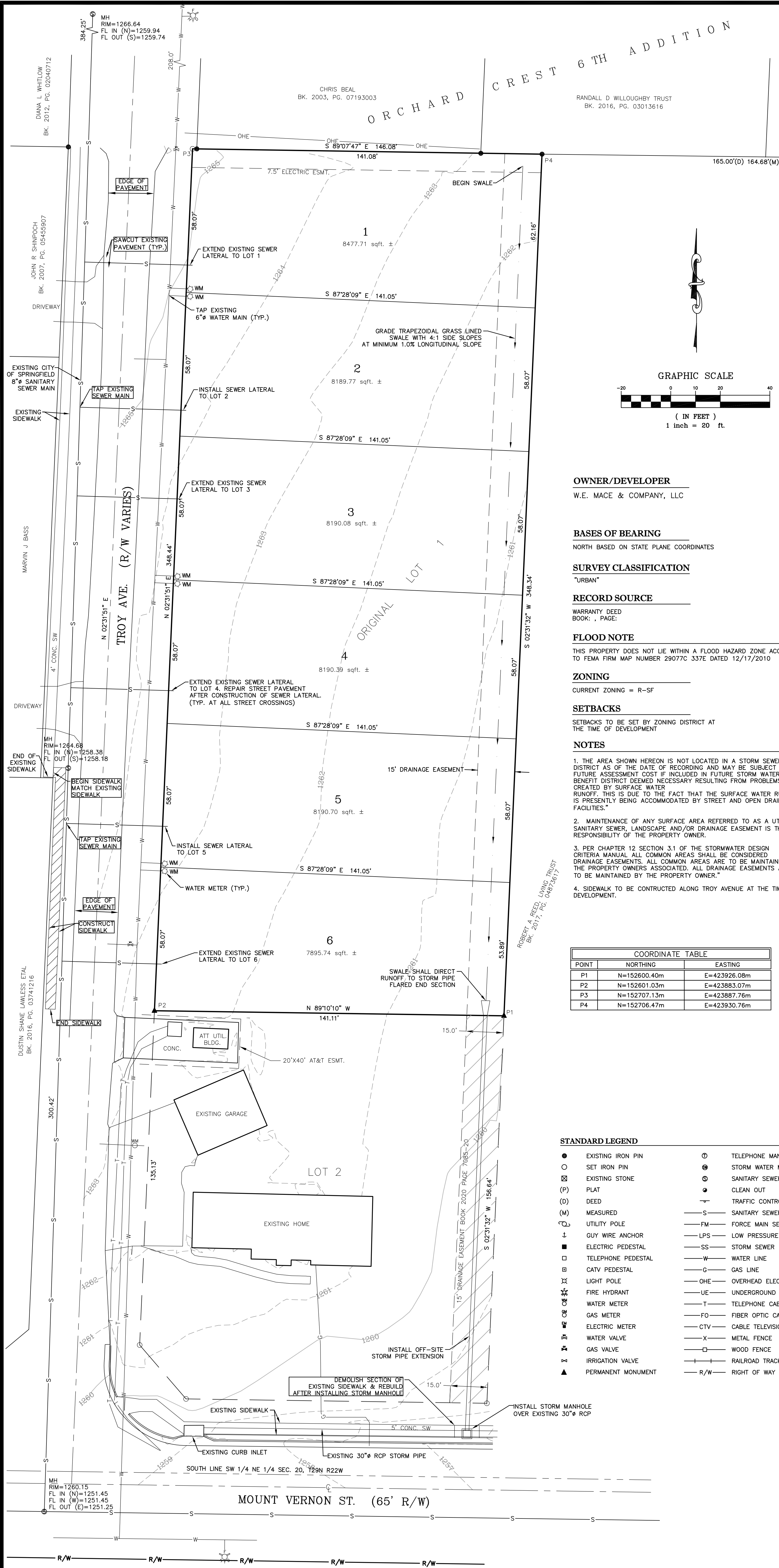
I request that a copy of the proposed plat showing the six residential lots be provided. I request clarification on the type of residential zoning/building that will be allowed on the proposed six lots.

Given the current COVID-19 situation I request these be provided to my email prior to the currently proposed commission meeting.

Thank you and I look forward to your response.

Randall Willoughby
417-818-2630
Sent from my iPhone

ATTACHMENT 3



OWNER/DEVELOPER
W.E. MACE & COMPANY, LLC

BASES OF BEARING
NORTH BASED ON STATE PLANE COORDINATES

SURVEY CLASSIFICATION
"URBAN"

RECORD SOURCE
WARRANTY DEED
BOOK: , PAGE:

FLOOD NOTE
THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD ZONE ACCORDING TO FEMA FIRM MAP NUMBER 29077C 337E DATED 12/17/2010

ZONING
CURRENT ZONING = R-SF

SETBACKS
SETBACKS TO BE SET BY ZONING DISTRICT AT THE TIME OF DEVELOPMENT

- NOTES
1. THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUNOFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUNOFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES."
 2. MAINTENANCE OF ANY SURFACE AREA REFERRED TO AS A UTILITY, SANITARY SEWER, LANDSCAPE AND/OR DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
 3. PER CHAPTER 12 SECTION 3.1 OF THE STORMWATER DESIGN CRITERIA MANUAL ALL COMMON AREAS SHALL BE CONSIDERED DRAINAGE EASEMENTS. ALL COMMON AREAS ARE TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATED. ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER."
 4. SIDEWALK TO BE CONSTRUCTED ALONG TROY AVENUE AT THE TIME OF DEVELOPMENT.

COORDINATE TABLE		
POINT	NORTHING	EASTING
P1	N=152600.40m	E=423926.08m
P2	N=152601.03m	E=423883.07m
P3	N=152707.13m	E=423887.76m
P4	N=152706.47m	E=423930.76m

STANDARD LEGEND	
●	EXISTING IRON PIN
○	SET IRON PIN
⊗	EXISTING STONE
(P)	PLAT
(D)	DEED
(M)	MEASURED
⊙	UTILITY POLE
⌵	GUY WIRE ANCHOR
■	ELECTRIC PEDESTAL
▣	TELEPHONE PEDESTAL
▢	CATV PEDESTAL
✱	LIGHT POLE
⚡	FIRE HYDRANT
⛶	WATER METER
⛶	GAS METER
⛶	ELECTRIC METER
⛶	WATER VALVE
⛶	GAS VALVE
⛶	IRRIGATION VALVE
▲	PERMANENT MONUMENT
⊙	TELEPHONE MANHOLE
⊙	STORM WATER MANHOLE
⊙	SANITARY SEWER MANHOLE
●	CLEAN OUT
⊥	TRAFFIC CONTROL SIGN
—S—	SANITARY SEWER
—FM—	FORCE MAIN SEWER
—LPS—	LOW PRESSURE SEWER
—SS—	STORM SEWER
—W—	WATER LINE
—G—	GAS LINE
—OHE—	OVERHEAD ELECTRIC
—UE—	UNDERGROUND ELECTRIC
—T—	TELEPHONE CABLE
—FO—	FIBER OPTIC CABLE
—CTV—	CABLE TELEVISION
—X—	METAL FENCE
—□—	WOOD FENCE
—+—	RAILROAD TRACKS
—R/W—	RIGHT OF WAY

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF GREENE
ON THIS _____ DAY OF _____, 2020, BEFORE ME
PERSONALLY APPEARED WILLIAM MACE, TO ME KNOWN, WHO BEING
BY ME DULY SWORN, DID SAY THAT SHE IS THE OWNER, AND THAT
SAID INSTRUMENT WAS SIGNED BY HER AND ACKNOWLEDGES SAID
INSTRUMENT TO BE THE FREE ACT AND DEED OF WILLIAM MACE.
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN _____
THE DAY AND YEAR FIRST ABOVE
WRITTEN.

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____
PRINTED NAME: _____

APPROVAL PLANNING AND DEVELOPMENT

APPROVED THE _____ DAY OF _____, 2020, BY THE
PLANNING AND ZONING COMMISSION OF SPRINGFIELD, MISSOURI.

MARY LILLY SMITH
DIRECTOR OF PLANNING AND DEVELOPMENT

APPROVAL CITY COUNCIL

I, ANITA COTTER, CITY CLERK OF SPRINGFIELD, GREENE
COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF
TROY ACRES FIRST ADDITION SUBDIVISION WAS PRESENTED TO,
ACCEPTED AND APPROVED BY THE COUNCIL OF SAID CITY OF
SPRINGFIELD, AND APPROVED BY SPECIAL ORDINANCE NO.
ON THIS _____ DAY OF _____, 2020.

ANITA J. COTTER
CITY CLERK

RECORD DESCRIPTION (PARENT TRACT)

ALL OF LOT 1 TROY ACRES, ACCORDING TO THE RECORDED PLAT THEREOF, IN
THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

DESCRIPTION AND EXECUTION OF PLAT:

I, THE UNDERSIGNED, WILLIAM MACE, IS THE OWNER IN FEE SIMPLE OF THE
PROPERTY DESCRIBED BELOW:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 22 WEST
IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 1 TROY ACRES SUBDIVISION, ACCORDING TO THE RECORDED
PLAT THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SAID LAND HAS BEEN SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN
HEREON AND SAID SUBDIVISION SHALL HEREAFTER BE KNOWN AS TROY
ACRES FIRST ADDITION SUBDIVISION, ALL EASEMENTS, ADDITIONAL
RIGHTS-OF-WAY SHOWN ON PLAT AND NOT HERETOFORE DEDICATED TO THE
PUBLIC USE ARE HEREBY SO DEDICATED.

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF
SPRINGFIELD, MISSOURI TO LOCATE AND MAINTAIN, AND TO AUTHORIZE THE
LOCATION, CONSTRUCTION, MAINTENANCE, OR USE OF CONDUITS, FOR ALL
AND ANY PURPOSE, WATER, GAS, AND SEWER MAINS, POLES, WIRES,
ANCHORS AN APPURTENANCES THERETO, OR ANY OR ALL OF THEM OPEN,
UNDER AND ALONG THE STRIP OF LAND OUTLINED ON THIS PLAT AND
DESIGNATED "UTILITY EASEMENT" OR "UTIL. ESMT."

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN
ON THIS PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR
OTHERWISE LOCATED BETWEEN THIS LINE AND THE LOT OR STREET LINE,
DESIGNATED "BUILDING SETBACK", "BLDG. SETBACK", OR "BL."

ALL STREETS ARE HEREBY DEDICATED TO THE PUBLIC.

IN TESTIMONY WHEREOF, THE UNDERSIGNED TRUSTEE HAS HEREUNTO SET
THEIR HAND THIS _____ DAY OF _____, 2020.

WILLIAM MACE

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DIANE KAY DIEBOLD, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED
UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN
DESCRIBED PREPARED BY DIANE KAY DIEBOLD DATED MARCH 21, 2017 AND SIGNED
BY DIANE KAY DIEBOLD L.S. NO. 2424 AND THAT THE CORNER MONUMENTS AND LOT
CORNER PINS SHOWN HEREIN WERE PLACE UNDER THE PERSONAL SUPERVISION OF
DIANE KAY DIEBOLD L.S. NO. 2424 IN ACCORDANCE WITH SECTION 410.5 OF THE
SUBDIVISION REGULATIONS, ARTICLE II, OF THE CITY OF SPRINGFIELD, GREENE
COUNTY, MISSOURI.

DATE PREPARED
DATE REVISED

SIGNATURE *Diane Kay Diebold*
DIANE KAY DIEBOLD MISSOURI L.S. NO. 2424



ALL PLATS THAT DO NOT SHOW
A SEAL IMPRINT IN RED INK
MAY HAVE BEEN FRAUDULENTLY
ALTERED. ALL INFORMATION
SHOULD BE DISREGARDED UNLESS
VERIFIED BY THE PROFESSIONAL
LAND SURVEYOR WHOSE SIGNATURE
APPEARS ON THIS DOCUMENT.

TROY ACRES FIRST ADDITION
3843 W. MT VERNON STREET

CITY OF SPRINGFIELD
GREENE COUNTY, MISSOURI

REVISIONS

ROZELL SURVEY CO.
4270 S. HILLCREST STE 211
SPRINGFIELD, MISSOURI 65810
PHONE: (417) 881-0505
FAX: (417) 881-0564



DIANE KAY DIEBOLD
MISSOURI L.S. NO. 2424