



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

July 27, 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. JULY 13, 2020 CITY COUNCIL MEETING AND JULY 13, 2020 SPECIAL CITY COUNCIL MEETINGS.**

Documents:

[07-13-2020.PDF](#)

[07-13-20 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, July 24, 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 2020-161 (McGull)**

A Special Ordinance approving a Petition to Establish the Glenstone and Kearney Community Improvement District; declaring the 4.54 acres in said District to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing the City Manager to execute a Cooperative Agreement between the City, the Glenstone and Kearney Community Improvement District, and Missouri Commercial Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

Documents:

[2020-161.PDF](#)

8. **Council Bill 2020-162 (Ferguson)**

A Special Ordinance approving a Petition to Establish the Kay Pointe Place Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City and the Kay Pointe Place Community Improvement District, and Carleton Resources, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

Documents:

[2020-162.PDF](#)

9. **Council Bill 2020-163 (Schilling)**

A Special Ordinance approving a Petition to Establish the Ridge at Ward Farm Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City, the Ridge at Ward Farm Community Improvement District, and RW Developments, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

Documents:

[2020-163.PDF](#)

10. **Council Bill 2020-164 (Ferguson)**

A Special Ordinance approving the plans and specifications for the Commercial Street Parking Lot and Pedestrian Alleyway Improvement

Commercial Street Parking Lot and Pedestrian/Bikeway Improvement Project; accepting the bid of Hunter Chase & Associates, Inc., in the amount of \$522,660.40, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2020-164.PDF](#)

11. Council Bill 2020-165 (Ferguson)

A Special Ordinance authorizing the City Manager, or his designee, to accept a donation of mosaic artwork valued at \$15,000.00 from the Commercial Club of Springfield, Missouri, for inclusion in sidewalk construction and enhancement in the Commercial Street area.

Documents:

[2020-165.PDF](#)

12. Council Bill 2020-166 (Ferguson)

A Special Ordinance authorizing expenditures from the Commercial Street Tax Increment Financing Special Allocation Fund for public improvement projects within the Commercial Street Tax Increment Financing District in the amount of \$66,000, which had previously been allocated for the Commercial Street TIF Façade Loan Program. (Staff recommends approval.)

Documents:

[2020-166.PDF](#)

13. Council Bill 2020-167 (Ollis)

A Special Ordinance amending the Fiscal Year 2019-2020 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$368,028.00, in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expenses.

Documents:

[2020-167.PDF](#)

14. Council Bill 2020-168 (Hosmer)

A Special Ordinance amending the Fiscal Year 2019-2020 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$146,511.00, for the purpose of adjusting for certain reimbursements and associated offsetting expenses as well as adjusting the salary budget for retirement payouts.

Documents:

15. Council Bill 2020-169 (McClure)

A Special Ordinance authorizing the General Manager of City Utilities of Springfield, Missouri ("City Utilities"), or his designee, on behalf of City Utilities to enter into an agreement with BKD, LLP, to provide professional auditing services to City Utilities for Fiscal Years 2020-2024. If City Utilities is unsuccessful at negotiating the terms and conditions of such a contract with BKD, LLP, then City Utilities will move to do so with RSM US, LLP.

Documents:

[2020-169.PDF](#)

16. Council Bill 2020-171 (Simpson)

A Special Ordinance authorizing the City Manager, or his designee, to accept a donation of 700 railroad ties, valued at \$17,780.00, from BSB Tie Company to be used by the Springfield Police Department to improve safety in their training shoot house.

Documents:

[2020-171.PDF](#)

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

18. Council Bill 2020-174 (Schilling)

A resolution delaying the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning for a period of one hundred eighty (180) days from the date of passage of this Resolution for those properties which abut the Grant Avenue Parkway Area, to allow time to seek input from area residents, property owners, design professionals and interested citizens regarding the Grant Avenue Parkway concept design and for staff to present a report to City Council regarding the Parkway concept, development constraints and opportunities in this area.

Documents:

[2020-174.PDF](#)

19. EMERGENCY BILLS.

20. PUBLIC IMPROVEMENTS.

21. GRANTS.

22. AMENDED BILLS.

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

24. Council Bill 2020-175 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 5 acres of property generally located at 3146 South Golden Avenue from GM, General Manufacturing to O-1, Office District; establishing Conditional Overlay District No. 188; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: OIP Golden, LLC; 3146 South Golden Avenue; Z-16-2020 w/COD #188.)

Documents:

[2020-175.PDF](#)

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

26. Council Bill 2020-176 (Council)

A general ordinance amending the Springfield City Code Chapter 74, 'Nuisance and Housing Code,' Article I, 'In General,' Section 74-1, to redefine 'Lead-bearing substance' and 'Lead hazard' to cross-reference definitions in state law, and Article IV, 'Lead Poisoning,' Section 74-171, to replace "elevated blood lead toxicity" with "lead poisoning," and Section 74-178, to delete "lead toxicity" as redundant to "lead poisoning."

Documents:

[2020-176.PDF](#)

27. Council Bill 2020-177 (Lear)

A special ordinance declaring the necessity of condemning rights-of-way over, under, and through the properties herein described for the purpose of constructing and maintaining sanitary sewers in the Hunt Branch Trunk Sewer Project, #5PW5716; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

Documents:

[2020-177.PDF](#)

28. Council Bill 2020-178 (Ferguson)

A special ordinance approving the plans and specifications for the West Meadows Trail and Parking Lot Improvements, Plan No. 2018PW0077; accepting the bid of Emery Sapp & Sons, Inc., in the amount of \$405,508.60 for construction of said project and authorizing the City

\$100,000.00, for construction of said project, and authorizing the City Manager, or his designee, to enter into an agreement with such bidder.

Documents:

[2020-178.PDF](#)

- 29. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**
- 30. **NEW BUSINESS.**
- 31. **UNFINISHED BUSINESS.**
- 32. **MISCELLANEOUS.**
- 33. **CONSENT AGENDA – FIRST READING BILLS. See Item #3.**
- 34. **CONSENT AGENDA – ONE READING BILLS. See Item #3.**
- 35. **CONSENT AGENDA – SECOND READING BILLS. See Item #3.**
- 36. **Council Bill 2020-170 (Ferguson)**

A Special Ordinance authorizing the City Manager, or his designee, to enter into a Cost Share Agreement with Springfield Public Schools to share the costs associated with sidewalk construction along Smith Street, near Hillcrest High School, with the City's expected contribution to be \$21,335; and amending the budget of the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$21,335 to appropriate Springfield Public Schools' contribution to the costs.

Documents:

[2020-170.PDF](#)

- 37. **END OF CONSENT AGENDA.**
- 38. **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.

July 13, 2020
Springfield, Missouri

The City Council met in regular session July 13, 2020 in the City 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. Richard Ollis*, Andrew Lear*, Abe McGull, Matthew Simpson*, Mike Schilling*, Phyllis Ferguson*, Jan Fisk*, Craig Hosmer and Ken McClure. Absent. None.

*Members attending via videoconference.

Minutes The minutes of June 29, 2020 City Council meeting and June 30, 2020 Special City Council Meeting were approved as presented.

Consent Agenda Tim Havens requested that City Council Bill 2020-171 be removed from the Consent Agenda. The item was removed from the Consent Agenda and became item number 31.5 on the Agenda. The Consent Agenda was approved as amended.

CEREMONIAL MATTERS

City Manager Report Mayor McClure asked Jason Gage, City Manager, to present the City Manager's Report at the City Council Study Session on Tuesday, July 14, 2020 in the interest of time.

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

Landfill Facility Improvement Sponsor: Ollis. City Council Bill 2020-147.

A Special Ordinance approving the plans and specifications for the construction of Landfill Facility Improvement, Phases 1, 2, and 3, at the Noble Hill Sanitary Landfill; accepting the bid of Carson-Mitchell, Inc., in the amount of \$5,016,632.00 for the project; authorizing the City Manager, or his designee, to enter into contracts necessary for completion of said Landfill Facility Improvements; and approving a budget adjustment for the amount of the bid, plus a contingency, to amend the budget for the Department of Environmental Services Solid Waste Fund for Fiscal Year 2020-2021 by appropriating reserves of said fund in the amount of \$6,250,000.00.

Mayor McClure noted public hearing was held on June 29, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

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

City Council Bill 2020-147. Special Ordinance 27349 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.

**Construction
Manager at Risk
Contracting
Processes**

Sponsor: McGull. City Council Bill 2020-148.

A General Ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by adding Section 13-3.104(5)(C) for the purpose of allowing the use of the "Construction Manager at Risk " contracting processes.

Mayor McClure noted public hearing was held on June 29, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

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

City Council Bill 2020-148. General Ordinance 6605 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.

**Battlefield Road
and Delaware
Avenue Signal
Replacement
Project**

Sponsor: Simpson. City Council Bill 2020-149.

A Special Ordinance approving the plans and specifications for the Battlefield Road and Delaware Avenue Signal Replacement Project; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$125,773.33 for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Mayor McClure noted public hearing was held on June 29, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

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

City Council Bill 2020-149. Special Ordinance 27350 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.

**Amendments to
Section 320 of the
2018 International
Fire Code**

Sponsor: Hosmer. City Council Bill 2020-150.

A General Ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' by adding specific local amendments to Section 320 of the 2018 International Fire Code, relating to Landscaping Materials.

Mayor McClure noted public hearing was held on June 29, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

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

City Council Bill 2020-150. General Ordinance 6606 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.

**Planned
Development
District No. 298 at
3414 East Chestnut
Expressway**

Sponsor: McGull. City Council Bill 2020-153.

A Special Ordinance approving the final development plan of Planned Development District No. 298, on 44.70 acres generally located at 3414 East Chestnut Expressway. (Planning and Zoning Commission and Staff recommend approval.)

Mayor McClure noted public hearing was held on June 29, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

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

City Council Bill 2020-153. Special Ordinance 27351 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 bill appeared on the agenda under Resolutions.

**Liquor license for
SKT, LLC**

Sponsor: Lear. City Council Bill 2020-157.

A Resolution granting a new liquor license to sell retail liquor in the original package, including Sunday sales, to SKT, LLC, d/b/a AM PM Food Mart, for their location at 529-531 South Grant Avenue, Springfield, Missouri.

David Holtmann, Director of Finance, provided a brief overview of the proposed. He noted the proposed is a new liquor license request located in close proximity to schools and residential areas. Mr. Holtmann noted no objections were received from the school district; however, there were objections from 50% of the property owners in the eligible area.

Councilman Hosmer asked how far the applicant is from school property.

Mr. Holtmann answered within 200 feet.

Councilman Hosmer expressed his opinion when laws and ordinances have been passed, they need to be adhered to and City Council should not continually grant exceptions. He also encouraged City Council members to vote to reject the application.

Councilman McGull asked if there had been complaints of vagrants in the area when the previous business was in operation.

Mr. Holtmann answered he did not have that information.

Councilman McGull confirmed the applicant is within 200 feet of the school and expressed his opinion the ordinance should either be enforced or repealed.

Councilman Ollis clarified the applicant's location is at the corner of Mount Vernon and Grant.

Mr. Holtmann answered affirmatively.

An opportunity was given for citizens to express their views.

Michelle Ciesielski spoke in opposition of the proposed. She expressed her concern of the proximity of alcohol sales to a school and cited examples of crimes, safety concerns for children, and extra custodial and security needed when Kum and Go was operational.

Chadd Harkrider spoke in opposition of the proposed. He noted he is the pastor of Southside Baptist Church and the church falls just outside the 200-foot eligible property owner code to protest. Mr. Harkrider expressed his concern if a liquor license is approved there will be an increase in crime, drunken individuals in the area, and vagrants and squatters.

Caren Parnell spoke in opposition of the proposed. She noted she is the President of the West Central Neighborhood Alliance. Ms. Parnell explained the West Central Neighborhood Alliance is opposed to granting the liquor license because of the proximity to disadvantaged residential areas and Campbell Early Childhood Education Center, increased crime in an area that already has a high crime rate, and the possible negative effects on the Grant Avenue project for walk ability and tourism.

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

Vanessa Brinkman submitted comments via email in opposition of the proposed. She expressed her opinion granting a liquor license would be irresponsible and the levels of crime associated with another store selling liquor are unacceptable. Ms. Brinkman noted the applicant location is across the street from a preschool and there are numerous children playing in the neighborhood who would be endangered by additional liquor sales.

Shirley Turner submitted comments via email in favor of the proposed. She noted her son and daughter-in-law live in the neighborhood. She expressed her opinion she did not worry much about their safety and police response time, as well as protection, in this area is outstanding.

Mayor McClure noted the proposed is a one reading bill and is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

Councilman McGull clarified the business would still be able to sell other items, just not alcohol.

Mr. Holtmann answered affirmatively.

Councilman Schilling noted he lives in the area and shared his personal experiences he has had at the applicant's location. He noted he concurs with the opposed.

Councilman Simpson clarified this portion of Grant is in the BUILD Corridor Grant.

Mary Lilly Smith, Director of Planning and Development, answered affirmatively.

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

Mayor Pro Tem Ferguson noted she will be voting no on the proposed. She cited personal experiences she has had at the applicant's location.

City Council Bill 2020-157. City Council Bill 2020-157 failed by the following roll call vote: Ayes: None. Nays: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer and McClure. Absent: None. Abstain: None.

The following bills appeared on the agenda under Emergency Bills.

**Budget
Amendment for
Springfield-Greene
County Health
Department**

Sponsor: McGull. City Council Bill 2020-158.

A Special Ordinance amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2020-2021 in the amount of \$2,184,000.00 to appropriate funds from the Public Health Fund balance to provide additional staff to respond to COVID-19; and declaring an emergency pursuant to City Charter Section 2.12.

Clay Goddard, Director of Public Health and Welfare, provided a brief overview of the proposed. He noted when COVID-19 was considered a pandemic, he re-assigned two-thirds of his staff to COVID-19 duties. Mr. Goddard noted the pandemic has continued for four months and he believes he needs to return those staff to their primary positions and is therefore asking for access to his fund balance dollars to hire 37 contract employees to address needs created by COVID-19.

Councilman Lear asked if Mr. Goddard believes the request is sufficient for his needs for the foreseeable future as bringing ordinances forward takes some time.

Mr. Goddard answered he believes this is the appropriate amount of money to request based on the amount of morbidity they are currently witnessing.

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

Mayor McClure noted the proposed is a one reading bill and is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

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

City Council Bill 2020-158. Special Ordinance 27352 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: Schilling. Abstain: None.

Face Covering Ordinance

Sponsor: Council. City Council Bill 2020-159.

A General Ordinance amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by adding a new Article XIII, 'COVID-19 pandemic,' to add regulations related to Face Coverings, occupancy limits, and physical distancing to respond to the COVID-19 pandemic; and declaring an emergency pursuant to City Charter Section 2.12.

Clay Goddard, Director of Public Health and Welfare, provided a brief overview of the proposed. Mr. Goddard noted there are 553 confirmed cases of COVID-19, staff has monitored slightly more than 2,000 people in quarantine, and staff is currently monitoring 594 people who are heightened risk because they had contact with a positive case. Mr. Goddard noted in the past 14 days, 21% of positive cases were due to community spread and 16% from attending family gatherings or sporting events. He noted masking along with social distancing and hand washing are effective tools to suppress the disease. Mr. Goddard noted the CDC cites 19 studies pointing to the effectiveness of masking to prevent the spread of COVID-19. He expressed his belief the proposed is another tool that should be utilized in the fight against COVID-19 and the community must come together to suppress this disease. Mr. Goddard noted he asked Dr. Robin Trotman, Chief Infectious Disease Doctor at Cox Health, and Craig McCoy, President of Mercy Springfield, to speak to City Council regarding the proposed.

Dr. Robin Trotman noted the healthcare systems are currently stable. He noted the hospitals to the west of Springfield are overwhelmed and the patients are coming to Springfield and this will stretch local capacity. Dr. Trotman noted treatment is better now than it was four months ago, but resources are limited. He expressed his opinion if the disease continues to spread at the current rate, it will outpace testing capacity. Dr. Trotman noted there is no evidence to support the herd immunity theory and there is not a vaccine, nor is one in the foreseeable future. He noted there is empirical evidence when people wear a mask, they do not get sick as often. Dr. Trotman explained the disease is not airborne, it is spread through droplets from spitting or coughing. He noted an article will be published in the *Morbidity and Mortality Weekly Report*, which is a journal for the CDC, based on the Great Clips exposure and will not use the term masking, but rather correct and consistent facial coverings when appropriate. Dr. Trotman also noted the science around COVID-19 is constantly evolving.

Councilman McGull asked about carbon dioxide and masks.

Dr. Trotman answered no additional carbon dioxide is ingested when wearing a mask.

Councilman Hosmer why a symptomatic person is capable of transmitting the disease because of the expulsion of cough, sneeze, etc.

Dr. Trotman answered COVID-19 resides from the inside of the nose to the lungs, whereas SARS was only in the lungs; therefore, when a person speaks, droplets are expelled, and the virus is now on the surrounding surfaces. He explained the mask serves two functions, it prevents expelling droplets and protects the other person from the droplets.

Councilman Hosmer clarified individuals who seem healthy and are asymptomatic could still be contagious.

Dr. Trotman answered that is the fear and noted asymptomatic people can spread the virus based on contact tracings.

Councilman Hosmer asked for a recap of the Great Clips exposure.

Dr. Trotman explained a contagious person typically transmits to two to three people; therefore, if you have two infected hairdressers you might expect five cases, but there were zero.

Councilman Hosmer asked for clarification on the low mortality rate due to better treatment, therapies, and unlimited resources.

Dr. Trotman noted the death rate, or infection fatality rate, is currently low. He noted the death rate of the disease is determined by the bug and the host. Dr. Trotman expressed his belief the reason the death rate is currently low is because of the age of the people getting the disease. He explained they would not expect a healthy 18-year-old person to succumb to this disease, but when the young person attends a family gathering or goes home, that person may infect a grandparent and that is who comes to the ICU.

Councilman Hosmer clarified if there were a surge in the disease, the treatment would become limited or non-existent.

Dr. Trotman answered the treatments will end. He noted they will run out of plasma and Remdesivir.

Councilman Simpson clarified the primary mitigation efforts is to reduce the reproductive rate of the disease and asked what the reproductive rate is for the region.

Dr. Trotman answered one to 2.4, meaning the infection spreads from one person to 2.5 people.

Councilman Simpson clarified the number of positive cases has doubled in the last two weeks and asked Dr. Trotman if he thinks exponential growth in cases can be projected.

Dr. Trotman answered affirmatively.

Councilman Simpson asked if the projections added urgency to the steps in the proposed.

Dr. Trotman answered affirmatively.

Craig McCoy noted on June 24th the positive rate for COVID-19 tests at Mercy was less than 1% and as of today, it is a little over 2.5%. Mr. McCoy noted the number of people getting tested does not indicate the number that will need hospitalization. He expressed his belief everyone wants to return to a normal life and the best way to do that is for everyone to wear face coverings now. Mr. McCoy implored City Council to vote in favor of the proposed.

Mayor McClure moved to amend City Council Bill 2020-159 by inserting the following text at Line 133 after (12): Speakers and performers while addressing and performing for a group of persons, provided the speakers and performers can maintain a distance of at least six feet from any other person.

Councilman Hosmer seconded the motion and it 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.

Councilman Hosmer motioned to amend City Council Bill 2020 by inserting the following text at Line 270 after (3): All providers of weddings shall require Face Coverings as set out in Section 58-1102. If this motion is approved, Subsection (3) shall read: (3) All providers of weddings shall require Face Coverings as set out in Section 58-1102. Notwithstanding any other provision in this Article, the wedding party shall not be required to wear a Face Covering during a wedding ceremony or while photographs of the wedding and reception are taken.

Councilman McGull 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.

An opportunity was given for citizens to express their views.

Anita Cotter, City Clerk, noted there are 61 speakers and therefore, as is City Council's policy, speakers will be limited to three minutes.

Ryan Baker spoke in opposition of the proposed. Mr. Baker cited economic statistics pre and post COVID-19. He shared research findings in opposition of masking.

James Blaine spoke in favor of the proposed. Mr. Blaine noted he is a medical doctor and independent. He expressed his belief the shutdown was necessary and shared research findings in favor of masking, specifically citing the Great Clips exposure.

Marina Belonozhko spoke in opposition of the proposed. Ms. Belonozhko expressed her opinion the proposed is unconstitutional. She cited COVID-19 statistics from the CDC and the WHO. Ms. Belonozhko expressed her opinion people need to take personal responsibility for their health, doing what makes them feel comfortable and safe, without imposing on the rights of others.

Brandon Bates spoke in opposition of the proposed. Mr. Bates expressed his opinion we are at a crossroads. He expressed his belief people are living in fear and people want to control others because of a virus with a 99% survival rate. Mr. Bates noted he is former military and was exposed to more serious illnesses while stationed overseas at a detainee camp. He relayed his negative experience with masking and MTI.

Tiffany Boff spoke in opposition of the proposed. Ms. Boff expressed her opinion it is not the government's job to make sure she stays healthy; it is her job. She posed the question of enforcing masking and if a person has a medical exception to masking how will that be noted as ADA does not allow a person to inquire about the medical condition. Ms. Boff noted she is the survivor of a sexual abuse crime and shared her opinion many people with PTSD will not be able to wear a mask.

Joey Borovicka spoke in favor of the proposed. Mr. Borovicka noted he is a supervisor of 22 people who work in an environment where many citizens come for services and often stay for an extended period, he noted his organization served 6500 people over the past week. He expressed his belief he is responsible for the safety of the people he supervises, and mandated masking would help keep everyone healthy.

Dave Choate spoke in opposition of the proposed. Mr. Choate expressed his opinion boxing people in physically and or financially promotes an atmosphere of hopelessness. He cited statistics of deaths and population of other countries and urged City Council to learn more about what these countries are doing. Mr. Choate asked City Council to place the proposed on hold and research other options and not be driven by fear.

Charles Church spoke in opposition of the proposed. Mr. Church noted the Surgeon General, the CDC, the WHO, and the New England Journal of Medicine have stated masks are useless to stop the spread of a virus. He expressed his opinion many of the aforementioned have recanted and have done so after political pressure was applied because of an agenda.

Ashlee Colliver spoke in opposition of the proposed. Ms. Colliver noted statistics from the CDC website on surgical masks calling out masks do not offer protection from inhaling smaller airborne particles or provide respiratory protection. She cited a study on cloth masks from Oxford Academic. Ms. Colliver expressed her opinion there are not statistics to support wearing a mask.

Dennis Cox spoke in opposition of the proposed. Mr. Cox noted he is not completely opposed to the proposed, but is concerned with other items included in the proposed. He expressed his concern for occupancy limits. Mr. Cox noted he owns four small businesses in Springfield and is dependent upon venues and establishments. He

expressed his opinion the occupancy limits alienates an entire industry and forces them out of work.

Ashley Clair spoke in favor of the proposed. Ms. Clair expressed her opinion the proposed may not be popular, but should be passed in order to get the community back on track by reducing the spread of COVID-19. She expressed her opinion she does not understand how mandatory masking violates a person's liberties and wished people who are not masked and do not adhere to social distancing could understand they are risking the health of others.

Glen Cunningham spoke in opposition of the proposed. Mr. Cunningham expressed his belief the virus is going to affect certain individuals in the community no matter what precautions are taken. He posed the question to City Council if the City is going to provide masks to all citizens. Mr. Cunningham expressed his concern for the availability of masks, the prohibitive costs of disposable masks, and the correct laundering of cloth masks.

Josh Delaughder spoke in opposition of the proposed. Mr. Delaughder expressed his opinion the proposed is an overreach of government. He expressed his frustration of restrictions and the shutdown of businesses and churches. Mr. Delaughder noted unemployment was not available to people who were self-employed. He expressed his opinion City Council has reacted with fearful encroachment on people's lives.

Dean Cuebas spoke in favor of the proposed. Mr. Cuebas noted he is a retired MSU professor and has extensive mathematical and forecasting experience. He displayed a trajectory of COVID-19 cases for 30 and 60 days. Mr. Cuebas expressed his opinion the behavior of people have put us in this situation and unless the behavior changes, the virus will continue.

Neal DeWoody spoke in favor of the proposed. Mr. DeWoody noted he is a nurse. He reviewed the growth in the number of COVID-19 cases since June 14th. Mr. DeWoody expressed his opinion people trust doctors and healthcare workers regarding their health, diagnoses, and treatment; but, when it comes to masking, people are suddenly not trusting the medical community.

Kim Doll spoke in opposition of the proposed. Ms. Doll expressed her opinion choosing to mask or not to mask is a freedom of choice for our own body. She expressed her belief power, control, and greed motivate much of what is going on with COVID-19. Ms. Doll expressed her opinion she sees fear, despair, and hopelessness in people in the community and these are tools of the devil. She likened masks to the stars Jewish people were forced to wear.

Dr. Doug Duncan spoke in favor of the proposed. Dr. Duncan expressed his belief wearing masks to stop the spread of COVID-19 is based on science. He noted wearing masks was previously a recommendation from the CDC and relied on individuals to accept personal responsibility. Dr. Duncan expressed his opinion expecting people to take personal responsibility is not working and it is time to act.

Cindy Edwards spoke in favor of the proposed. Ms. Edwards noted she specializes in infection prevention for a local facility. She expressed her opinion COVID-19 is a disaster we could not be prepared for. Ms. Edwards discussed personal protective equipment (PPE) and expressed her belief if the virus is not stopped there will not be enough PPE for other medical conditions requiring PPE. She noted there are 19 reproduceable studies proving cloth masks work and expressed her opinion we cannot convince people to wear a mask, therefore pass the proposed based on knowledge we have.

Anna Winer spoke in favor of the proposed. Ms. Winer expressed her belief masking has brought about a debate between personal liberty and personal responsibility.

Emily Evan Sanders spoke in favor of the proposed. Ms. Evan Sanders noted she is a biology student. She expressed her opinion many people have the wrong idea about face masks and noted face masks are meant to protect others from what you could transmit. Ms. Evan Sanders expressed her opinion wearing a mask is not new and cited when a person goes to the doctor's office there is a sign stating if you do not feel well or have a cough to please wear a mask. She expressed her opinion the only difference is now everyone is being asked to wear a mask. Ms. Evan Sanders cited the Great Clips exposure as proof masks work.

Daniel Finney spoke in opposition of the proposed. Mr. Finney posed the question if masks work, and you are wearing a mask, what does it matter if he is not wearing a mask. He expressed his opinion there are experts on both sides of the masking debate. Mr. Finney cited circumstances that reduce the effectiveness of masks. He expressed his opinion COVID-19 is all about politics.

Chris Gates spoke in opposition of the proposed. Mr. Gates cited a letter by Steve Edwards, President and CEO of Cox Health, in which Mr. Edwards had stated there was an emergency because of the need for personal protection equipment (PPE), physical capacity, and treatment options. Mr. Gates noted Mr. Edwards has now said they have plenty of physical capacity, have tripled the supply of treatment options, and have plenty PPE. Mr. Gates expressed his opinion, if this is the case, then an emergency no longer exists. He expressed his opinion there is too much discrepancy and City Council should not be contemplating a 90-day ordinance.

Dr. Steve Gibbons spoke in opposition of the proposed. Dr. Gibbons noted he is a member of the Everybody Wins Coalition. He suggested reframing the state of emergency Springfield is in. Dr. Gibbons expressed his concern acting on the proposed too quickly could lead to other problems not yet considered. He expressed his opinion measures should be taken to protect those at risk, but not the general population. Dr. Gibbons expressed his opinion 90-days is inappropriately lengthy, especially when the state of emergency is unclear and treatments for the virus are rapidly changing. He requested if City Council is committed to passing the proposed to shorten the time to 30-days and review the status monthly.

Ron Joecks spoke in opposition of the proposed. Mr. Joecks noted he is a member of the Everybody Wins Coalition. He expressed concern the proposed will lead to a

divide in the community. Mr. Joecks expressed his belief some people value liberty over physical life. He expressed his opinion if something is mandated to protect physical life, liberty is threatened and those who ascribe to liberty over life will resist the mandate. Mr. Joecks expressed his belief leading by example, education, and invitation, those who value liberty are more likely to support the effort.

Jim Lambeth spoke in opposition of the proposed. Mr. Lambeth requested lines 98, 122, 128, and 329 be clearly communicated to the public. He noted he is a healthcare worker and encourages City Council to vote no to the proposed. Mr. Lambeth noted he has been monitoring the statistics. He shared his experience that many people who have tested positive did not know they had the disease. Mr. Lambeth expressed his opinion the virus is very mild and survivable. He urged City Council to vote the proposed down because of the cost of masks, the cost and time to enforce ordinance, and the loss of sales to businesses. He noted there is an increase in cases, but deaths remain low. Mr. Lambeth noted the top five causes of death account for 1.7 million deaths and noted the number of deaths from COVID-19 is nowhere near that high.

Dr. Minh-Thu Le spoke in favor of the proposed. Dr. Le noted she is an allergist and immunologist. She expressed her concern for her family members living and working in Springfield and wants them to be protected. Dr. Le explained as people get older their immune system become more dormant.

Lisa Meeks spoke in opposition of the proposed. Ms. Meeks noted she emailed each City Council member a list of 18 studies proving masks do not prevent the spread of viruses. She cited a 2020 study by the CDC in which a search was conducted from 1946-2018 for research proving masking prevents the spread of viruses and no studies were found. Ms. Meeks cited a study of cloth masks noting proper use included changing masks every few hours. She expressed her opinion there is no scientific evidence to support the proposed and therefore, there is not a foundation to take away a person's freedom and could possibly risk a person's health.

Dr. Jennifer Lynch spoke in favor of the proposed. Dr. Lynch noted she is a neurologist at Cox Health. She expressed her opinion it is vital to flatten the curve. Dr. Lynch expressed her belief time matters and makes a difference in the overall number of cases. She explained at the onset of the disease, masking was not an early recommendation because there was a fear there would be a shortage and then there would not be enough personal protective equipment (PPE) for healthcare workers and because the majority of masks were made in China. Dr. Lynch noted masks are not a 100% guarantee, but it is a preventative measure. She noted there are many modeling studies indicating masking lowers the death rate. Dr. Lynch expressed her opinion the proposed is not an economic burden as it allows the city to be open and avoid a second lockdown.

Calvin Morrow spoke in opposition of the proposed. Mr. Morrow noted he is a member of the Everybody Wins Coalition. He noted the coalition is not necessarily against masking, but are concerned there may be many unintended consequences due to the speed of the drafting of the proposed. Mr. Morrow expressed his belief at risk populations could be protected without applying a masking mandate. He stated the

coalition believes there is a better path forward than the proposed. Mr. Morrow requested delaying the ordinance for one week in order to review information submitted to each City Council member and noted the coalition wants to work with City Council to determine the best path forward.

Marti Miller spoke in favor of the proposed. She noted she is a nurse and worked at a hospital in New York for three weeks when the virus first started. Ms. Miller explained she wore a mask the entire time and when she returned to Springfield, she was tested for COVID-19. She noted she was negative for the virus even though she was repeatedly exposed, as were all the nurses from Springfield that helped in New York. Ms. Miller expressed her belief the consistent mask wearing protected her and proves masks work.

Reverend Christopher Miller spoke in favor of the proposed. Reverend Miller noted he is the pastor at Trinity Presbyterian Church. He expressed his belief by listening to health officials, lives have been saved in Springfield. Reverend Miller expressed his opinion the pandemic in not done with Springfield as demonstrated by the rise in cases. He expressed his opinion scientific evidence supports masking. Reverend Miller expressed his belief adopting the proposed would free businesses, community, and faith leaders from the responsibility of balancing the desire to keep people safe and the desire not to offend anyone. He stated masking is a divisive issue and causes tension. Reverend Miller expressed his opinion a mandate would reduce this tension as everyone would be required to wear a mask.

Dr. James Peterson spoke in opposition of the proposed. Dr. Peterson noted he is a member of the Everybody Wins Coalition and is a practicing chiropractor. He expressed concern for the divisive impact on the city. Dr. Peterson expressed concern for citizens against leaders and neighbors against neighbors. He expressed his opinion operating by force rarely creates unity and usually creates civil unrest. Dr. Peterson expressed his opinion unity should be prioritized over speed. He expressed his opinion an unmasked face, a handshake, or a hug will be a symbol of not caring for others, rather than a conscious decision. Dr. Peterson expressed his opinion community trust will be damaged and neighbors will be turning neighbors in to the police.

Emily Popa spoke in opposition of the proposed. Ms. Popa noted she is a member of the Everybody Wins Coalition. Ms. Popa expressed concern for how the Springfield Police Department (SPD) will enforce the proposed. Ms. Popa cited examples of police departments in other states not enforcing masking mandates. Ms. Popa expressed her opinion if police enforce the mandate it will create ill will with citizens and if they do not enforce the mandate, they will be insubordinate, so it is a no-win situation for SPD. Ms. Popa also expressed concern for the time SPD will use for ticketing non-masked citizens when there are more pressing criminal issues and emergencies to attend to.

Seven Nelson spoke in favor of the proposed. Ms. Nelson noted she will be a senior at Kickapoo High School this fall. She expressed her belief COVID-19 is oppressing people in low income areas and people of color. Ms. Nelson cited over 60% of cases are people of color. She expressed her opinion people in low income areas do not have

the same access to good healthcare. Ms. Nelson expressed her belief the health of all of us depends on the health of each of us. She expressed her opinion wearing face masks will protect everyone and she encouraged City Council to vote yes.

Dr. Christina Moellering spoke in favor of the proposed. Dr. Moellering noted she is a pediatrician. She expressed her opinion science supports masking as a way of preventing the spread of COVID-19. Dr. Moellering expressed her belief in a perfect world people would do the right thing, but that is not the situation here. She relayed a story of a patient concerned about contracting COVID-19 due to continuous exposure. She expressed her opinion it is unfair for this person to be continuously exposed by others who could be infectious and refuse to wear a mask. Dr. Moellering encouraged City Council to pass the proposed.

Megan Rallis spoke in opposition of the proposed. Ms. Rallis noted she was speaking on behalf of the wedding industry. She expressed her desire for the occupancy limit to be increased to half while wearing masks and expressed concern for the 90-day timeframe. Ms. Rallis noted due to COVID-19 many couples have already had to change their wedding plans up to four times. She expressed her opinion the changes have put a financial hardship on the wedding community and couples. Ms. Rallis expressed merchants in the wedding industry are small businesses and are facing loss of income, lawsuits, stress, and loss of deposits. She made suggestions to City Council for changes to the proposed that would allow the wedding industry to move forward.

Lennon Rauhoff spoke in opposition of the proposed. Mr. Rauhoff noted he is a member of the Everybody Wins Coalition. He expressed his gratitude to City Council, law enforcement, and the Health Department for working diligently to devise a solution. Mr. Rauhoff spoke to the information provided by Dr. Trotman and expressed his opinion the information given is assumptive and based on perfect compliance, correct usage, and the hypothetical situation of a perfect mask that protects both the wearer of the mask and the public around them. Mr. Rauhoff expressed his opinion if a shutdown is considered the most effective solution, then there should be another shutdown. He expressed his opinion when protective measures were first taken it was to flatten the curve and measure now seem to be to try to stop the spread. Mr. Rauhoff cited the hospital at home program and noted it has proven effective in foreign nations and reduce the cost of care by 32% compared to hospitalization.

Johnny Recla spoke in opposition of the proposed. Mr. Recla responded to a comment made by Dr. Trotman regarding the number of patients hospitalized due to COVID-19. He cited a news story from KY3 noting there are 37 people hospitalized between Cox and Mercy, but only four of the patients are Greene County residents. He expressed his frustration over mandating masks for 200,000 people over four hospitalizations from Greene County under threat of fines and businesses losing their licenses. Mr. Recla noted he is a local business owner and weekdays he is a behavioral supervisor for adults with developmental and psychological disabilities. He expressed his concern for City Council's stake in their response to COVID-19. Mr. Recla noted an instance where prominent politicians and law enforcement stood shoulder to

shoulder for a photo and no one was wearing a mask. He expressed his frustration of forcing customers or losing customers to follow a mandate he does not support.

Christopher Roberds spoke in favor of the proposed. Mr. Roberds cited Goldman Sachs report that an economic shutdown is inevitable if people don't wear masks. He also cited a report from Dallas Federal Reserve president who explained implementing mask wearing right now is a better economic policy than any other monetary or fiscal policy that we can engage in. Mr. Roberds expressed his opinion moving back to a shutdown is the other alternative. He expressed his opinion he believes doctors, scientists, and immunologists and encouraged City Council to pass the proposed.

Adam Williams spoke in opposition of the proposed. Mr. Williams spoke on behalf of the wedding industry. He expressed his personal experience with weddings and the need to be spontaneous to adapt to any situation that may arise no matter what the scenario. Mr. Williams expressed his opinion other businesses are able to open, while the wedding industry is being forced backward with no indication of what the future may be. He posed questions to City Council noting COVID-19 is here and bets are being hedged on a possible vaccine, changing the virus course through masking, allowing or not allowing events; therefore, what is the plan? Mr. Williams noted the amount of income lost to the wedding industry is insurmountable. He requested City Council amend the proposed to only have masks in public spaces and not limit the number of people at weddings.

Kody Simpson spoke in opposition of the proposed. Mr. Simpson noted he is a member of the Everybody Wins Coalition. He expressed concern the proposed presses business owners into a position of service as law enforcement under possibility of punishment or losing their business license. Mr. Simpson expressed his belief the proposed will cause divisiveness between business owners and their employees and customers. He expressed his opinion the penalty for noncompliance of the proposed is much higher for businesses than individual citizens, demonstrating a purposeful act of putting business owners as the new policing unit of Springfield.

Larry Dean Taylor spoke in opposition of the proposed. Mr. Taylor expressed his opinion there is a lot of bias surrounding the proposed. He noted his belief City Council is only listening to the medical community and not considering the other side of the story. Mr. Taylor expressed his opinion City Council needs to consider if the proposed is best for Americans, people Springfield, and if the things citizens are being asked to do correspond to the oath of office. He expressed his belief the efficacy of masking varies widely and there should not be an assumption one side is telling the truth. Mr. Taylor shared his personal experience of traveling to nine different states in the last four month and he has not witnessed the pandemic anywhere or encountered a sick or dead person. He expressed his opinion there is not a pandemic, it is fear mongering and urged City Council to take this into consideration.

Melanie Taylor spoke in opposition of the proposed. Ms. Taylor expressed her opinion the community is currently in a better position now then since the start of COVID-19. She also brought charts depicting this information. Ms. Taylor noted statics show an increase in COVID-19 cases, but not in COVID-19 deaths. She also noted Missouri

has one of the lowest COVID-19 death rates in the country, especially in Greene County. Ms. Taylor expressed her opinion City Council's response to COVID-19 on the local economy are not warranted for nine deaths. She expressed her concern there is bias from the health department because the Health Departments was given \$2 million for COVID-19 related work; therefore, creating an incentive for the Health Department to continue to raise concerns in order to attain more funding. Ms. Taylor encouraged City Council to listen to the citizens.

Kurt Theobald spoke in opposition of the proposed. Mr. Theobald noted he is a member of the Everybody Wins Coalition. He noted the Coalition is advocating for a delay in proposed. Mr. Theobald noted the Coalition is requesting a new approach requiring a scaled solution with thresholds for predefined responses, designed by a group of community leaders which represent every major segment of the community. He expressed his opinion data needs to be gathered on demographics, hospitalizations, the number of local patients versus imported patients and the data needs to be kept locally versus regionally. Mr. Theobald expressed his opinion rather than responding with the most extreme measures immediately while the virus is developing, we need to address it to the degree that it is progressing. He further expressed his belief the curve needs to be flattened, but not extinguished as the virus needs to move through the healthy population at a reasonable rate to develop herd immunity. He implored City Council to table the proposed for one week in order to consider other plans and review unintended consequences.

Kyle Theobald spoke in opposition of the proposed. Mr. Theobald noted he is a member of the Everybody Wins Coalition. He noted he is a local business owner. Mr. Theobald noted the Coalition promotes diverse dialogue and ideology surrounding the COVID-19 response. Mr. Theobald expressed his opinion there should be a pause in order to determine how the proposed will affect the economy. He expressed his belief the proposed will only bring harm to the local economy. Mr. Theobald expressed his belief people will circumvent the proposed by shopping outside of Springfield and by going outside of the city to shop and actually increase the possibility of bringing the virus back to Springfield. He expressed his opinion the virus is a real threat, but we cannot let confirmed case numbers obstruct our ability to come together as a community to develop a solution that flattens the curve, while protecting the local economic growth, health, and our liberty. Mr. Theobald expressed his opinion there are better solutions than the proposed.

Nathan Toombs spoke in opposition of the proposed. Mr. Toombs noted he is a member of the Everybody Wins Coalition. He expressed his opinion the needs of the religious community have been forgotten. Mr. Toombs noted the constitution guarantees freedom to practice religion. He expressed his opinion the proposed comes at the expense of religious liberty. Mr. Toombs expressed his opinion government mandates become a slippery slope. He noted the constitution also guarantees the freedom to assemble. Mr. Toombs expressed his opinion those who wish to gather in a religious setting should have the freedom to do so, but the proposed will result in penalties for doing so. He expressed his opinion we as a community do not have the right, constitutionally or morally, to tell religions what they can or cannot do if they are doing so at the free will of everyone involved.

Brendan Tull spoke in opposition of the proposed. Mr. Tull noted he is a member of the Everybody Wins Coalition. He expressed his opinion the proposed is about much more than the virus and there is an entire economy to consider. Mr. Tull noted since lockdown orders have come out there has been an increase in domestic violence, domestic abuse, and suicide. He expressed his opinion there seems to be a rushed sense among governments that laws and ordinances need to be passed and expressed concern there is an entire economy that needs to be considered. Mr. Tull noted when it comes to the risk of spreading viral diseases infection count is a secondary metric compared to the primary metric of hospitalization. He noted the CDC cites health care capacity to support the need that the spread imposes and whether the vulnerable segments of the community are being protected. Mr. Tull reiterated only four people currently hospitalized are from Greene County and asked data be made available for where the remaining patients are from in order to have a clear picture of local health care coverage area. He cited a letter from Steven Edwards, President at Mercy Health, noting there is not a database triggering plan. Mr. Tull expressed his opinion without a triggering plan, we are being reactive and that creates risks for error. He encouraged City Council to pause the proposed in order to create a cohesive plan with input from all major segments of the community.

Rob Tull spoke in opposition of the proposed. Mr. Tull noted he is a member of the Everybody Wins Coalition. He noted he is a Chief Information Officer at a local software development company. Mr. Tull noted he has spent his career helping organizations identify objectives and work through a process that produces solutions that will predictably, and independently, achieve those objectives. He expressed his opinion the proposed does not appear to have gone through such a process. Mr. Tull shared his personal experience when he meets with clients, they often come to him with a solution in mind, but as they work through the process, they come to realize there are aspects that have not been considered. He expressed his opinion the proposed contains a number of items that reflect a lack of consideration for many community stakeholders and often without buy in from stakeholders, there will be resistance. Mr. Tull expressed concern for the method and speed the proposed was developed. He noted he and his organization would be happy to work with City Council to pull stakeholders together, discuss the risks, and create an opportunity for feedback and balance. Mr. Tull encouraged City Council to reject the proposed or at least delay the proposed.

Sarah Waddell spoke in opposition of the proposed. Ms. Waddell expressed her opinion people seeking a masking mandate are seeking a managed state and are looking for something to fix the problem. She expressed her opinion the fix is not going to come from City Council. Ms. Waddell expressed her opinion a fix to the virus will probably not come from the Health Department or the hospitals, as they may not know how to fix the problem. She noted she is not here to argue science or medicine with City Council, but encouraged them to review Dr. Richard Bartlett's work. Ms. Waddell expressed her opinion masking is dehumanizing, separates people, and silences people. She expressed her opinion mandating face masks does not increase unity, but polarizes people.

Mark Struckhoff spoke in favor of the proposed. Mr. Struckhoff noted he is a member of the Have Faith Initiative. He noted he is speaking on behalf of himself and expressed his gratitude to City Council for listening. Mr. Struckhoff expressed his opinion the proposed is a social justice issue and social justice is born from compassion and love. He encouraged City Council to vote yes.

Mona Wagner spoke in opposition of the proposed. Ms. Wagner noted she is a local business owner. She noted she researched the CDC and WHO website and noted there is no scientific evidence that masking will end the virus. Ms. Wagner noted the CDC and WHO websites listed both potential benefits and harms. She expressed her opinion once City Council started to consider mandatory masking, more people started wearing masks, yet the infection rate is increasing. Ms. Wagner expressed her personal experience of witnessing people mandated to wear masks by their employers not wearing masks appropriately. She cited two of the five potential benefits listed from the websites of making people feel safe and reducing the stigma of wearing a mask. Ms. Wagner noted the website listed 11 disadvantages. She expressed her opinion she is bleeding financial and City Council is her doctor. Ms. Wagner expressed her belief the proposed will encourage people to go outside the city to shop and her business will be destroyed, and no one is coming to her rescue.

Jamie Ward spoke in opposition of the proposed. Ms. Ward noted she is a member of the Everybody Wins Coalition. She noted the CDC and WHO early on noted promoting masking would provide a false sense of security. She expressed her opinion this may still be the case and would thus reduce other transmission activities. Ms. Ward noted hand-washing and social distancing have documented support and have stronger negative effects on transmission velocity. She noted according to CDC, masking may prevent larger particle virus transmission, but frequent hand-washing and social distancing are the most effective steps to slow the spread of the virus. Ms. Ward expressed her opinion any steps to deter these activities is a direct threat to keeping the virus at treatable levels and protecting the most vulnerable. She expressed her belief if the proposed passes many people will believe masking is a primary solution as it is a physically felt barrier despite masking offering less protection than other activities. Ms. Ward cited studies from other cities with mandatory masking noting people were less likely to social distance and felt it was more acceptable to visit public places. She expressed her opinion mandatory masking is counterproductive to the objective.

Amy Sutton spoke in favor of the proposed. Ms. Sutton noted she wanted to address schools opening. She expressed her opinion not being able to send her children to school in the fall will be a tremendous financial stress and will be difficult mentally and socially on herself and her children. Ms. Sutton expressed her concern for sending her children to school based on the projections of increased cases of COVID-19. She expressed her opinion decisive and swift action needs to be taken to inhibit the virus. Ms. Sutton expressed her opinion because of the preventative measures at the onset of the virus is why we are not seeing the same number of cases as other areas and therefore we should not lessen our resolve.

Tyler Willhite spoke in opposition of the proposed. Mr. Willhite expressed his opinion a mandate enforced by fines is an overreach of government power and the decision to

wear a face mask should be left to the individual. He noted a press conference where Governor Parson stated wearing a face mask is up to the individual. Mr. Willhite expressed his opinion it is not the role of government to implement mandatory masking, which only act as a peer pressure fueled signal that encourages conformity to the new normal. He noted there has been numerous inconsistencies in empirical data related to the efficacy of masking to mitigate the spread of COVID-19. Mr. Willhite expressed his opinion due to the lack of consistency in data and the contentious debate between those for masking and those opposed, a mask mandate would serve as another inconsistent decision made by City Council that affect citizen's liberties. He urged City Council to vote no on the proposed.

Dawn Williams spoke in opposition of the proposed. Ms. Williams noted she is co-owner of Metropolitan Weddings. She noted she is speaking on behalf of many small businesses and wanted to address how the wedding industry is being impacted. Ms. Williams expressed her belief mandatory masking will be detrimental to the wedding industry and to the weddings currently planned. She noted due to COVID-19 and previous mandates, many couples have had to change their wedding dates two or three times, taking up scheduling dates needed in order to garner income. Ms. Williams expressed her belief couples do not want the guests wearing masks, as weddings are meant to be filled with smiles, laughs, and tearful moments as family, friends, and co-workers share one of the most important moments in their life. She begged City Council to reconsider requiring masks at weddings, as weddings are a private event held by a citizen that is by invitation only and people can make a conscious choice as to whether to attend. Ms. Williams expressed her opinion a 90-day mandate is unreasonable and will result in mom and pop business going out of business.

Kyle Wyatt spoke in opposition of the proposed. Mr. Wyatt expressed his opinion City Council had already made up their minds. He noted he is an attorney and former military. Mr. Wyatt noted he is originally from Kansas City, but moved to Springfield as he appreciates the conservative values. He noted the models provided by the experts keep being proven wrong. Mr. Wyatt expressed concern City Council is debating whether to take some civil liberties away from citizens. He expressed his opinion if City Council passes the proposed they are not showing leadership, but rather the opposite. Mr. Wyatt noted his personal experience as an attorney drives him to review facts. He noted Broward County and Miami-Dade County in Florida had a mandatory masking ordinance in April and their case numbers are still increasing. Mr. Wyatt expressed his frustration for the City Council wanting to mandate masking over eight deaths and 47 hospitalizations for over 200,000 people. He expressed his opinion the facts do not support the masking mandate or taking away a civil liberty. Mr. Wyatt noted wearing a seatbelt is a mandate, but driving is a privilege; however, owning a business or choosing to shop at a business is a civil liberty.

Zeke Beltran spoke in opposition of the proposed. Mr. Beltran expressed his opinion City Council is elected to represent the people and therefore should go with the popular vote. He read an email he received from a medical professional at Greene County Medical Society asking for volunteers to speak at the City Council meeting on July 13, 2020 in favor of mandatory masking emergency bill 2020-159 and noting how to sign up to speak and how many citizens were speaking in favor (2) and how many in

opposition (15). Mr. Beltran expressed his opinion the number of speakers signed up in opposition clearly demonstrated people are not in favor of the proposed.

Wendy Rodriguez-Gall spoke in opposition of the proposed. Ms. Rodriguez-Gall spoke about her personal experience during the last four months. She noted her immediate family consists of eight members, ages eight months to 57 years, in two households. Ms. Rodriguez-Gall noted she is a small business owner and her business was shutdown during the Stay-At-Home Order as a non-essential business. She noted her family has traveled to Florida and made multiple trips to Texas, as well as visited casinos, Wal-Mart, Menards, and so on. Ms. Rodriguez-Gall noted none of her family wear a mask, unless mandated by their employer, and no one has been sick. She noted they sanitize when they travel, they are smart and vigilant. Ms. Rodriguez-Gall explained two family members had fevers, were tested for COVID-19, and both tests came back negative. She expressed her opinion mandating masks will increase division in the community, there is no way to police the proposed, and the emergency system will be inundated with calls of citizens tattling thus hindering the safety of the community. Ms. Rodriguez-Gall expressed her belief there needs to be less restrictions and more freedoms, to be smart, to choose where you want to go, choose if you want to wear a mask, sanitize, and live our lives.

Joy Young spoke in opposition of the proposed. Ms. Young expressed her opinion doctors are not the people she voted for to represent her. She expressed her opinion the proposed will hinder her constitutional rights. Ms. Young noted she has a carry-conceal permit and you cannot wear a mask while armed. She expressed her belief City Council is hindering her and God's people. Ms. Young pleaded with City Council to not make citizens enforce the proposed. She expressed her opinion fear is increasing, children cannot recognize their parents or friends when masked, and a mask hides a smile which is a form of greeting. Ms. Young encouraged City Council to do the right thing and to consider when they come to the end of their life to recall what it was like to give the people freedom.

Councilman Hosmer asked what constitutional right is being violated.

Ms. Young clarified she did not say a constitutional right was violated, she replied she has a carry-conceal permit.

Councilman Hosmer asked again what constitutional right is being violated.

Ms. Young responded her freedom of religion. She noted she practices by laying hands and this hinders her. Ms. Young noted she is prohibited from touching people.

Councilman Hosmer clarified Ms. Young noted we should not listen to doctors.

Ms. Young replied doctors should not influence City Council. She expressed her opinion people are expressing their opinion of the proposed.

Councilman Hosmer clarified this is a public health crisis and Ms. Young does not want City Council to listen to doctors.

Ms. Young responded City Council can listen to medical advice, but it appears to her City Council is not listening to the people who voted for you. She expressed her opinion the majority should speak.

Mayor McClure asked City Clerk, Anita Cotter, to review the multiple methods and outcomes citizens had available to express their opinions to City Council.

Anita Cotter, City Clerk, noted there were multiple avenues for citizens to express their opinion regarding the proposed including, comments submitted via an online form, a phone tree which allowed voice mails to be left in support or opposition, email, and phone calls to the City Clerk's office. Ms. Cotter noted there were 8,592 forms submitted with 5,749 responses or 66.9% in support of the proposed and 2,851 responses or 33.1% in opposition to the proposed. She also noted there were 3,287 calls submitted through the phone tree, with 1,423 or 44% in-support and received 1,864 or 56% in opposition.

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

Dr. Doug Duncan submitted comments via email in favor of the proposed. He expressed his opinion the proposed is based on the science of medicine and numerous evidence based scientific research articles. He expressed his opinion wearing face masks was a recommendation relying on personal responsibility and it has not worked in controlling the spread of the disease. Dr. Duncan expressed his opinion the argument wearing masks is harmful is not valid argument. He also noted surgeons are not required to wear a mask while performing surgery, but they do so because they care about their patients.

Mayor McClure noted the proposed is a one reading bill and is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

Councilman Simpson expressed his opinion the proposed is based on science and narrowly tailored. Councilman Simpson expressed his opinion to compare the atrocities of the Holocaust or slavery to masking is deeply offensive. He expressed his opinion people are ready for the pandemic to be over, but we do not get to pretend the pandemic is over by pretending the pandemic is not happening or by ignoring the needs of our neighbors. Councilman Simpson cited Dr. Trotman noting we are in the early stages of exponential case growth. He noted preventing the spread is better for every aspect of our community. Councilman Simpson expressed his opinion scientific facts indicate masking will slow the spread of COVID-19. He noted the local community health professionals have been very vocal in support of the proposed. Councilman Simpson noted he will be supporting the proposed.

Councilman Ollis asked for clarification about wearing masks in private offices.

Clay Goddard, Director of Public Health and Welfare, noted the proposed is for places of public accommodation; therefore, a private office is not a place of public accommodation. He noted private offices would be subject to the employer's policies.

Councilman Ollis expressed his opinion the proposed is very controversial, but noted if wearing masks in public may be able to keep people healthy and keep the economy open, he will be supporting the proposed.

Councilman Hosmer noted he will be supporting the proposed. He echoed Councilman Simpson's comments about Nazi Germany and slavery and expressed his opinion they were not well thought out comments. Councilman Hosmer noted many people felt the proposed is unconstitutional and cited the United States Supreme Court in 1905 stating states can regulate public health upon the principal of self defense of paramount necessity a community has the right to protect itself against an epidemic or disease which threatens the safety of its members. He expressed his opinion this is the current state of Springfield. Councilman Hosmer expressed his belief during a public health crisis if City Council does not listen to doctors, then they should be out of office, because doctors are exactly who they should be listening to. He expressed his opinion there either needed to be a masking ordinance or there would need to be another shutdown. Councilman Hosmer expressed his opinion masking is not a solution to the pandemic, but it is a step in the right direction, and noted he will be supporting the proposed.

Councilman Lear expressed his gratitude to Councilman Simpson and expressed his opinion Councilman Simpson articulated well what he is also feeling. He noted one of the concerns expressed by citizens was the proposed was developed in a vacuum and he noted there was an opportunity for citizens to express comments, they spoke with the business community, and they spoke the Faith Initiative and the Faith Group. Councilman Lear expressed his belief the proposed is the compassionate solution and noted he will be voting in favor of the proposed.

Councilman McGull expressed his gratitude to the Mayor, his fellow City Council members, and to the citizens. He expressed his opinion the situation was a brilliant display of democracy. Councilman McGull expressed his belief there were no winners or losers tonight and the first amendment was clearly represented. He shared a personal experience from his Naval experience in searching for missing Americans in Iraq. Councilman McGull expressed his opinion if one life can be saved, wearing a face covering is worthwhile. He noted he will be supporting the proposed.

Councilwoman Fisk expressed her opinion citizen responses are in favor of the proposed, but more importantly from the medical community who are entrenched in this hideous pandemic. She expressed her opinion wearing a mask and wearing it properly will make a difference. Councilman Fisk demonstrated how to properly wear a mask. She expressed her opinion if we are not able to slow the spread, we may have to shutdown again. Councilwoman Fisk expressed her opinion we are entering a critical time as many people travel in and out of Springfield for work, people may be coming to the city for the Empire State Fair, students will be arriving to attend college; therefore, we need to do all we can to keep all people safe. She noted she supports the proposed in order to protect the economy and slow the spread of COVID-19.

Councilman Schilling noted he is in agreement with all of the recommendations of the healthcare industry on a national and local basis. He expressed his opinion our two

City Council priorities, economic vitality and quality of place, can be upheld by supporting the proposed.

Mayor Pro Tem Ferguson expressed her gratitude to Mayor McClure for being a strong leader. She expressed her opinion the current meeting has been the longest during her tenure and also the most scientific, emotional, and political, but noted she cannot ignore the central aspect, the health of the community. Mayor Pro Tem Ferguson noted she conferred with City Legal staff last week and will not be able to vote and is abstaining due to a potential conflict of interest.

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

City Council Bill 2020-159. General Ordinance 6607 was approved by the following roll call vote: Ayes: Simpson, Schilling, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: None. Abstain: Ferguson.

Mayor McClure spoke on a point of personal privilege. He noted a united City Council spoke unanimously on this topic and no one wanted to have the situation come to this point, however the data and the lived experience over the past four months indicate this is exactly the right step at the right time to take in the fight against the fight against the coronavirus. The Mayor noted this is truly the best bad option to take at this time. He noted this is a time to pull together and not a time of civil disobedience. He challenged every member of the community to assume personal responsibility, wear a mask, wash your hands, stay at home if you have the slightest bit of illness as there is much at stake here, but the community needs to step up and help reduce the numbers, or at least not make them worse. The Mayor noted the only option is to go backwards and reinstate more drastic measures and that is a step no one wants to make. He expressed his belief the community can control its own destiny, and this is a time we must rely on the expertise of local healthcare professionals and doctors, and healthcare facilities. The Mayor expressed his belief as a community this can be accomplished because we are all our brother's and sister's keepers.

PUBLIC IMPROVEMENTS

The following bill appeared on the agenda under Grants.

Brownfields Revolving Loan Fund Program Grant

Sponsor: Simpson. City Council Bill 2020-160.

A Special Ordinance authorizing the City Manager, or his designee, to apply for and accept a grant in the amount of \$300,000, from the Environmental Protection Agency for the purpose of providing supplemental funds to the City's Brownfields Revolving Loan Fund Program and to enter into contracts to carry out the grant objectives; and amending the budget provided for the Planning and Development Department for Fiscal Year 2020-2021 in the amount of \$300,000.

Olivia Hough, Senior City Planner, provided a brief overview of the proposed. She noted the program provides for environmental assessments, clean-up planning,

technical assistance and loans and subgrants for city wide clean-ups. Ms. Hough noted the purpose of the proposed is seek approval for submitting final grant application documents to the EPA including the work plan, budget and then to amend the budget in the amount of \$300,000.

Mayor Pro Tem Ferguson expressed her gratitude to Ms. Hough for the work she has done in the Brownfields and the help she has provided to the City.

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

Mayor McClure noted the proposed is a one reading bill and is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

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

City Council Bill 2020-160. Special Ordinance 27353 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: Schilling. Abstain: None.

AMENDED BILLS

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

Glenstone and Kearney Community Improvement District

Sponsor: McGull. City Council Bill 2020-161.

A Special Ordinance approving a Petition to Establish the Glenstone and Kearney Community Improvement District; declaring the 4.54 acres in said District to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing the City Manager to execute a Cooperative Agreement between the City, the Glenstone and Kearney Community Improvement District, and Missouri Commercial Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

Sarah Kerner, Director of Economic Development, provided a brief overview of the proposed. She noted it would create a separate governmental entity; the petition dictates specifics of the district such as boundaries, funding source, activities, and lifespan; and, City Council must conduct a public hearing to determine if the Petition to Establish is valid. Ms. Kerner reviewed the location, noted it is a blighted Community Improvement District (CID) project, and noted the proposed would impose a 1% sales and use tax. She reviewed the financial impact of the CID and concluded with a summary of the CID proposal.

Councilman Lear noted there is a proposed bill regarding CIDs at the state level requiring a vote of municipality and asked if it impacts the three CIDs City Council is reviewing this evening.

Mayor McClure answered the governor must act by July 14, 2020.

Ms. Kerner answered if the proposed does become a law, then increases in sales tax would have to be approved by voters in municipalities. She noted there is much discussion regarding what that vote looks like and the logistics of the vote.

Mayor McClure noted if the governor does sign the bill, it will not take effect until August 28, 2020.

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

**Kay Pointe Place
Community
Improvement
District**

Sponsor: Ferguson. City Council Bill 2020-162.

A Special Ordinance approving a Petition to Establish the Kay Pointe Place Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City and the Kay Pointe Place Community Improvement District, and Carleton Resources, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

Sarah Kerner, Director of Economic Development, provided a brief overview of the proposed. Ms. Kerner reviewed the Community Improvement District (CID) location, noted the estimated cost is \$1.5 million, and would include public improvements to roadways, street lighting, sidewalks, sewer improvements and trails. She noted the proposed would impose a 1% sales and use tax and have a 50-year lifespan. Ms. Kerner reviewed the financial impact of the CID and concluded with a summary of the CID proposal.

Councilman Schilling clarified this project would allow the Greenway Trail to connect across the road east to west.

Ms. Kerner answered affirmatively. She noted there is a trail easement, but did not know the plan for Greenway Trail to cross West Bypass.

Councilman Hosmer asked what the normal lifespan of a CID.

Ms. Kerner answered there is not a defined term, the policy states perpetual CIDs are not allowed. She noted the City wants developers to be reimbursed for the public improvements made and the CID terminates when the developer is reimbursed or when the CID reaches the end of the lifespan, whichever comes first.

Councilman Hosmer clarified the 1% sales tax is not taking away from current sales tax in that area.

Ms. Kerner answered affirmatively. She noted the 1% is above what is currently charged and noted this area has not previously been developed.

Councilman Hosmer asked how this works within the parameters of the Hancock amendment.

Mary Lilly Smith, Director of Planning and Development, answered a new governmental jurisdiction is created and they have the right to levy a sales tax. She noted she did not believe Hancock was affected, but they would need to consult an attorney.

Mayor McClure noted he does not believe it does either, but noted it is a good question.

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

**The Ridge at Ward
Farm Community
Improvement
District**

Sponsor: Schilling. City Council Bill 2020-163.

A Special Ordinance approving a Petition to Establish the Ridge at Ward Farm Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City, the Ridge at Ward Farm Community Improvement District, and RW Developments, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

Sarah Kerner, Director of Economic Development, provided a brief overview of the proposed. Ms. Kerner reviewed the Community Improvement District (CID) location, noted the estimated cost is \$13.6 million, and would include public improvements to streets and sidewalks, utilities, sewer, storm water managements, community gathering spaces, public open space and trails, landscaping, and professional services such as engineering, surveying, architectural, and legal. She noted the proposed would impose a 1% sales and use tax and have a 40-year lifespan. Ms. Kerner reviewed the financial impact of the CID and concluded with a summary of the CID proposal.

Councilman McGull asked how much oversight the City Council had with the CIDs.

Ms. Kerner answered some, as there is a cooperative agreement with the district giving the City half a percent of sales, staff approve submitted receipts for projects (locking in the reimbursable amount), annual budget review by City Council, and filing requirements by the state (public documents).

An opportunity was given for citizens to express their views.

Ms. Cotter noted the developer was available to answer any questions City Council may have.

Mayor McClure asked if there were questions for the developer.

There were no questions.

There being no speakers the public hearing was declared closed.

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

City Council Bills 2020-164 and 2020-165 were read together.

**Commercial Street
Parking Lot and
Pedestrian
Alleyway
Improvement
Project**

Sponsor: Ferguson. City Council Bill 2020-164.

A Special Ordinance approving the plans and specifications for the Commercial Street Parking Lot and Pedestrian Alleyway Improvement Project; accepting the bid of Hunter Chase & Associates, Inc., in the amount of \$522,660.40, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

**Mosaic Artwork
from the
Commercial Club**

Sponsor: Ferguson. City Council Bill 2020-165.

A Special Ordinance authorizing the City Manager, or his designee, to accept a donation of mosaic artwork valued at \$15,000.00 from the Commercial Club of Springfield, Missouri, for inclusion in sidewalk construction and enhancement in the Commercial Street area.

Dan Smith, Director of Planning and Development, provided a brief overview of the proposed. He noted the proposed is a project improving two alleyways and a parking lot adding new pavement, lighting, and landscaping. Mr. Smith noted City Utilities donated the pedestrian lighting. He noted this is one of the first projects related to Quality of Place. Mr. Smith displayed a photo of sidewalk mosaic artwork as a representation of the mosaic artwork donation that will be constructed in the alleyways.

Mayor Pro Tem Ferguson expressed her gratitude to Mr. Smith and his staff for their work on Commercial Street.

An opportunity was given for citizens to express their views.

Written comments were submitted in support of City Council Bill 2020-164, 2020-165 and 2020-166 from Christine Schilling, Connie Rhoades Hinds, Irene Schaefer, Joe Gidman, Christine Guice and Mark Baylor, Anne Walls, Mary Collette, Andy Walls, Karen Schaefer, Lyle Foster, and Leslie Padilla.

Christine Schilling submitted comments via email in favor of the proposed. Ms. Schilling noted the project represents a collaborative effort of Commercial Club, the Merchants Group, and the City.

Connie Rhoades Hinds submitted comments via email in favor of the proposed. Ms. Hinds expressed her belief the projects to improve C Street have been widely embraced and have made C Street a local destination.

Irene Schaefer submitted comments via email in favor of the proposed. Ms. Schaefer expressed her opinion the project will benefit all the businesses on the street and will add to the C Street public art collection.

Joe Gidman submitted comments via email in favor of the proposed. Mr. Gidman noted he owns several businesses in the area and supports the project.

Christine Guice and Mark Baylor (husband and wife) submitted comments via email in favor of the proposed. The couple expressed the belief every enhancement to the district increases the overall aesthetic and popularity, thereby helping the district and the city of Springfield become a more popular destination.

Anne Walls submitted comments via email in favor of the proposed. Ms. Walls noted she owns a business in the area and supports the project.

Mary Collette submitted comments via email in favor of the proposed. Ms. Collette expressed her opinion the proposals have resulted from years of public input and those on Commercial Street are poised to take advantage of the momentum a project like this can bring.

Andy Walls submitted comments via email in favor of the proposed. Mr. Walls noted he owns a business in the area and supports the project.

Karen Schaefer submitted comments via email in favor of the proposed. Ms. Schaefer expressed her opinion the project will create an inviting atmosphere and help the businesses on the street, as well as add an artistic flair the street is known for.

Lyle Foster submitted comments via email in favor of the proposed. Mr. Foster expressed his belief the project is important for customers, residents, and businesses. He expressed his opinion the project will establish the alleys and parking lot as safe and welcoming.

Leslie Padilla submitted comments via email in favor of the proposed. Ms. Padilla expressed her gratitude to City Council for their support of the proposed.

There being no speakers the public hearing was declared closed.

**Expenditures from
the Commercial
Street Tax
Increment
Financing Special
Allocation Fund**

Sponsor: Ferguson. City Council Bill 2020-166.

A Special Ordinance authorizing expenditures from the Commercial Street Tax Increment Financing Special Allocation Fund for public improvement projects within the Commercial Street Tax Increment Financing District in the amount of \$66,000, which had previously been allocated for the Commercial Street TIF Façade Loan Program. (Staff recommends approval.)

Sarah Kerner, Director of Economic Development, provided a brief overview of the proposed. She noted the bids for the project were higher than anticipated and therefore to accomplish the project staff is requesting to reallocate funds from the Commercial Street TIF Façade Loan Program to the Commercial Street Parking Lot and Pedestrian Alleyway Improvement Project.

Councilman McGull asked if the alleyway project was a total resurfacing.

Ms. Kerner answered affirmatively.

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

City Council Bills 2020-167 and 2020-168 were read together.

**Amending the
Operating Budget
of the City of
Springfield in
various Special
Revenue and
Capital Project
Funds**

Sponsor: Ollis. City Council Bill 2020-167.

A Special Ordinance amending the Fiscal Year 2019-2020 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$368,028.00, in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expenses.

**Amending the
Operating Budget
of the City of
Springfield in
General Fund**

Sponsor: Hosmer. City Council Bill 2020-168.

A Special Ordinance amending the Fiscal Year 2019-2020 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$146,511.00, for the purpose of adjusting for certain reimbursements and associated offsetting expenses as well as adjusting the salary budget for retirement payouts.

David Holtmann, Director of Finance, provided a brief overview of the proposed. He noted the two bills are the City's annual year end budget adjustments to account for items that occur throughout the fiscal year that were not anticipated or known.

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

**City Utilities
Agreement with
BKD, LLP, for
Professional
Auditing Services**

Sponsor: McClure. City Council Bill 2020-169.

A Special Ordinance authorizing the General Manager of City Utilities of Springfield, Missouri ("City Utilities"), or his designee, on behalf of City Utilities to enter into an agreement with BKD, LLP, to provide professional auditing services to City Utilities for Fiscal Years 2020-2024. If City Utilities is unsuccessful at negotiating the terms and conditions of such a contract with BKD, LLP, then City Utilities will move to do so with RSM US, LLP.

Pam Elsaesser, City Utilities, provided a brief overview of the proposed. She noted the city charter requires a yearly audit of City Utilities (CU) and the current contract with BKD, LLP expires in July. Ms. Elsaesser noted the contract was put out for bid and they received four proposals. She noted the CU board recommends retaining the current auditors BKD and requests City Council's authorization to enter into a contract for professional auditing services for fiscal years 2020-2024 with BKD.

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

**Donation from
BSB Tie Company
to SPD**

Sponsor: Simpson. City Council Bill 2020-171.

A Special Ordinance authorizing the City Manager, or his designee, to accept a donation of 700 railroad ties, valued at \$17,780.00, from BSB Tie Company to be used by the Springfield Police Department to improve safety in their training shoot house.

Mayor McClure noted City Council received information last week noting the railroad ties will be used at the police shoot house for training purposes.

An opportunity was given for citizens to express their views.

Tim Havens noted he had questions regarding the proposed, but those questions have been answered.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

John Holt wishes to address City Council. Mr. Holt did not appear.

Daryl Baker wishes to address City Council. Mr. Baker did not appear.

Renee Goodwin wishes to address City Council. Ms. Goodwin did not appear.

Holly Acharya wishes to address City Council. She expressed her opinion transparency is not guaranteed by police using body worn cameras. Ms. Acharya encouraged City Council to include the public and civil rights advocacy groups to create policies for body cameras and to set strong policies addressing body cameras.

Adrienne Ewell wishes to address City Council. Ms. Ewell noted she is the Vice-President of the local chapter of the NAACP. She expressed her gratitude for the information and transparency on the “Where We Stand” site on the Springfield Police Department (SPD) website. Ms. Ewell expressed her opinion SPD is not in compliance with standard operating guidelines related to traffic stops report. She cited statistics and expressed concern for the racial disparity in police actions related to traffic stops.

Toni Robinson wishes to address City Council. Ms. Robinson noted she is the President of the local chapter of the NAACP. She expressed her opinion Springfield is not exempt from racism. Ms. Robinson expressed her opinion City Council is responsible for hiring the Police Chief, the City Manager, and the Deputy City Manager and therefore are accountable for the injustice happening and the justice they are demanding. She listed numerous demands from the NAACP and called for action.

Cheryl Clay wishes to address City Council regarding the police/civilian appeal board. Ms. Clay expressed her opinion there is no confidence in the review board. She reviewed how members of the board are selected and expressed her opinion candidates are hand-picked by the Police Chief and thus violating the foundation of an independent review board.

Mayor McClure asked Ms. Clay if she had taken her concerns to Chief Williams.

Ms. Clay noted Chief Williams is on their list, but expressed her opinion he is not the one to make changes, it is the City Council.

Mayor McClure suggested she start with Chief Williams and noted Chief Williams would be happy to meet with her and address some of her concerns and questions.

Thomas Haines wishes to address City Council. Mr. Haines shared a personal experience from 2014 which he believes demonstrates racism within the Springfield Police Department, as well as harassment of blacks.

Mia Jones wishes to address City Council. Ms. Jones noted she is the founder of United Community for Change. She explained she is fighting to desegregate the power, race and financial gaps and unite the area for complete community reform. Ms. Jones listed numerous demands of police of the Springfield Police Department.

Kimberly Woodman wishes to address City Council. Ms. Woodman noted she is a member of United Community for Change. She relayed a story of a friend’s experience of protesting in Kansas City. Ms. Woodman expressed her opinion abuse of power can happen easily and go unchecked. She expressed her support for body camera for the police department and encouraged City Council to consider the demands made by Mia Jones.

Tim Havens wishes to address City Council. Mr. Havens noted he was appearing before City Council on behalf of the United Community for Change. He reminded City Council he has appeared before City Council at the last two meetings and expressed his belief City Council has abdicated responsibility to effectively monitor the

police department. Mr. Havens referenced the Milgram experiment and expressed his belief the outcome of the experiment can be applied to the Springfield Police Department (SPD). He expressed his opinion City Council needs to use policies and ordinances to protect the weaker from the police and keep the police in line as subordinates.

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

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

Cost Share Agreement with Springfield Public Schools

Sponsor: Ferguson. City Council Bill 2020-170.

A Special Ordinance authorizing the City Manager, or his designee, to enter into a Cost Share Agreement with Springfield Public Schools to share the costs associated with sidewalk construction along Smith Street, near Hillcrest High School, with the City's expected contribution to be \$21,335; and amending the budget of the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$21,335 to appropriate Springfield Public Schools' contribution to the costs.

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

Matt Pearce to the Tax Increment Finance Advisory Commission

Sponsor: Fisk. City Council Bill 2020-172.

A Resolution acknowledging the appointment of Matt Pearce by the Republic School District to the Tax Increment Finance Advisory Commission.

Reappointments to the Kansas and Kearney Community Improvement District

Sponsor: Ferguson. City Council Bill 2020-173 (Ferguson)

A Resolution approving the reappointment of John L. Hulston and John P. Hulston to the Kansas and Kearney Community Improvement District Board of Directors. (Staff recommends approval.)

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

Encroachment License with Three-D Development at 401 South Avenue

Sponsor: Schilling. City Council Bill 2020-151.

A Special Ordinance authorizing the City Manager, or his designee, to enter into an Agreement for Encroachment License with Three-D Development, LLC, for the purpose of allowing an encroachment onto City rights-of-way for the placement of a ramp and landing that meets Americans with Disabilities Act guidelines on property

located at 401 South Avenue, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

**Grant from the
Lennie Cloud
Fund**

Sponsor: Simpson. City Council Bill 2020-152.

A Special Ordinance authorizing the City Manager, or his designee, to accept a grant for \$500.00 from the Lennie Cloud Fund for the Hearing Impaired, administered through the Community Foundation of the Ozarks, to provide free smoke alarms for the deaf and hard of hearing.

**Preliminary Plat of
Kirkland
Commons at 3502
East Chestnut
Expressway**

Sponsor: McGull. City Council Bill 2020-154.

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Kirkland Commons, generally located at 3502 East Chestnut Expressway, 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
IDEA Commons
at 405 North
Jefferson Avenue
and 410 North
Boonville Avenue**

Sponsor: Ferguson. City Council Bill 2020-155.

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of IDEA Commons, generally located at 405 North Jefferson Avenue and 410 North Boonville 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
Renewal of
Catalpa Cottages
at the 2300 block
of East Catalpa
Street**

Sponsor: McGull. City Council Bill 2020-156.

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat Renewal of Catalpa Cottages, generally located at the 2300 block of East Catalpa 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.)

END OF CONSENT AGENDA.

Motion to Adjourn Councilman McGull moved to Adjourn. Councilman Hosmer seconded the motion, and it was approved by the following vote. Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk and McClure. Nays: Hosmer. Absent: None. Abstain: None. The meeting adjourned at 1:25 a.m.

**Prepared by
Monica Paxton**

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

July 13, 2020
Springfield, Missouri

The City Council met in special session July 13, 2020 in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

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

Closed Session Councilman Smpson 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 vote: Lear, McGull, Simpson, Schilling, Ollis, and McClure. Nays: None. Absent: Ferguson, Fisk, and Hosmer. Abstain: None.

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrings. X
Pgs. 47
Filed: 07-07-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-161

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Petition to Establish the Glenstone and Kearney Community
2 Improvement District; declaring the 4.54 acres in said District to be a
3 blighted area and its redevelopment necessary for the preservation of
4 the public peace, prosperity, health, safety, morals, and welfare;
5 authorizing the City Manager to execute a Cooperative Agreement
6 between the City, the Glenstone and Kearney Community
7 Improvement District, and Missouri Commercial Development, LLC;
8 and directing the City Clerk to notify the Missouri Department of
9 Economic Development of the creation of the District. (Staff
10 recommends approval.)
11 _____
12

13 WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorize the
14 governing body of any municipality, as defined in the CID Act, upon a proper petition
15 requesting the formation and after a public hearing, to adopt an ordinance establishing a
16 community improvement district; and
17

18 WHEREAS, on June 25, 2020, a Petition to Establish the Glenstone and Kearney
19 Community Improvement District (the "District") was filed with the City Clerk; and
20

21 WHEREAS, the District is located inside the Kearney Street Corridor
22 Redevelopment Area, which was declared a blighted area pursuant to Sections 99.300
23 to 99.715, RSMo on July 16, 2018, by Special Ordinance 27080; and
24

25 WHEREAS, the City Clerk has verified that the petition complied with the CID Act
26 and a public hearing was set with all proper notice being given in accordance with the
27 CID Act or other applicable law; and
28

29 WHEREAS, City Council held a public hearing on July 13, 2020, at which all
30 persons interested in the formation of the District, were allowed an opportunity to speak
31 and at which time City Council heard all protests and received all endorsements.
32

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

36 Section 1 – There is hereby created the Glenstone and Kearney Community
37 Improvement District within the City of Springfield, Missouri, as a political subdivision of
38 the State of Missouri, having the powers and purposes set forth in the petition, the
39 original of which is on file with the City Clerk and a copy of which is attached hereto and
40 incorporated herein by this reference as “Exhibit 1.”
41

42 Section 2 – Pursuant to the Petition, the existence of the District shall
43 automatically terminate if the District has not, within six months of passage of this
44 Ordinance, duly approved and executed a binding cooperative agreement with the City,
45 in substantial conformance with the agreement attached hereto as “Exhibit 2.”
46

47 Section 3 – The City Manager, or his designee, is hereby authorized to enter into
48 the Cooperative Agreement, in substantially the same form presented as “Exhibit 2,”
49 and to do all things reasonable and convenient to comply with the terms and intent of
50 this Ordinance.
51

52 Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri
53 Department of Economic Development the report specified in Subsection 6 of Section
54 67.1421 of the Community Improvement District Act, and to further notify the Office of
55 the Greene County Clerk of the District’s petition and establishment.
56

57 Section 5 – It is found, determined, and declared that the area inside the District,
58 as described in the Blight Report and Blight Report Addendum attached the petition in
59 “Exhibit 1,” contains and has a predominance of insanitary or unsafe conditions,
60 deterioration of site improvements, obsolete platting, the existence of unsafe conditions
61 which endanger life or public health including the danger of fire, and generally
62 insanitary, blighted, deteriorated real estate as described in the Act for the reasons set
63 forth in said Blight Report, and that the area is therefore blighted and appropriate for the
64 funding of improvements reasonably anticipated to remediate the blight and serve a
65 public purpose as provided in 67.1461, RSMo.
66

67 Section 6 – The officers of the City are hereby authorized and directed to execute
68 all documents and take such actions as they may deem necessary or advisable in order
69 to carry out and perform the purposes of this Ordinance and to make ministerial
70 alterations, changes, or additions to the foregoing documents herein approved,
71 authorized, and confirmed which they may approve and the execution of such action
72 shall be conclusive evidence of such necessity or advisability.
73

74 Section 7 – This Ordinance shall be in full force and effect from and after its
75 passage.
76

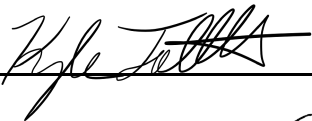
77 Passed at meeting: _____
78

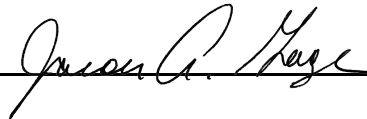
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 160

FILED: 07-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving a Petition to Establish the Glenstone and Kearney Community Improvement District; declaring the 4.54 acres in said District to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing the City Manager to execute a Cooperative Agreement between the City, the Glenstone and Kearney Community Improvement District, and Missouri Commercial Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

BACKGROUND INFORMATION: A petition has been filed with the Springfield City Clerk, in accordance with Sections 67.1401 to 67.1571, RSMo, the Community Improvement District Act ("CID Act"), to establish the Glenstone and Kearney Community Improvement District. The District consists of two contiguous parcels of land located at the southwest corner of the intersection of North Glenstone Avenue and East Kearney Street and along the 1700 block of East Turner Street, which together comprise approximately 4.54 acres. More specifically, it includes the site of the Springfield Inn (the "Hotel Site"), which is situated near the intersection, and an adjoining vacant lot that has frontage on East Turner Street. The District will be a political subdivision of the State of Missouri and have a life of 30 years. It will be governed by a five-member board of directors that will initially consist of Kevin Guffey, Bryan Pendleton, Brett Roubal, Brad Thessing, and LeAnna Thessing. All successor directors will be appointed by the Mayor with the consent of the City Council.

Determination of Blight

Community improvement districts are typically restricted to funding only public improvements and services. However, the CID Act allows districts to use revenues to demolish and remove, renovate, reconstruct, or rehabilitate privately-owned buildings or structures, provided the City Council determines the district or a portion thereof, is a blighted area and that such actions are reasonably anticipated to remediate the blighting conditions and serve a public purpose. Section 67.1401.2(3), RSMo defines a "Blighted Area" as:

An area which (a) by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present

condition and use; or (b) has been declared blighted or found to be a blighted area pursuant to Missouri law including, but not limited to, chapter 353, sections 99.800 to 99.865, or sections 99.300 to 99.715.

The District is located inside the Kearney Street Corridor Redevelopment Area, which was declared a blighted area pursuant to Sections 99.300 to 99.715, RSMo on July 16, 2018 by Special Ordinance 27080. The blight study for the Redevelopment Area, which is attached to the Ordinance, shows blighting conditions were present inside the proposed Community Improvement District. Such conditions continue to remain in the District.

Use of CID Revenues

The Glenstone and Kearney Community Improvement District will have the power to impose a sales and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such tax will be subject to the approval of the qualified voters within the District by a mail-in ballot election. If approved, the District will use the sales and use tax revenues to fund the demolition of the Hotel Site, a private improvement that is estimated to cost approximately \$550,000. Said demolition will remediate blight and facilitate new commercial and retail development in the District, as well as in the Redevelopment Area.

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

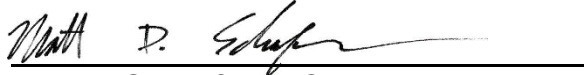
In order to reimburse the City for costs incurred to establish the District, review reimbursable project costs and annual budgets, and participate in certain district functions, the District will pay the City an administrative fee equal to one and one-half percent (1.5%) of the sales and use taxes it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

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

REMARKS: The Petition has been certified by the Springfield City Clerk as a proper

petition in accordance with the CID Act. Staff recommends approval.

Submitted by:

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

Matt D. Schaefer, AICP
Senior Planner

Recommended by:

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

Mary Lilly Smith, Director

Approved by:

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

Jason Gage, City Manager

Exhibit 1

**PETITION TO ESTABLISH THE
GLENSTONE AND KEARNEY
COMMUNITY IMPROVEMENT DISTRICT**

Springfield, Greene County, Missouri

Submitted June ~~25~~²⁵, 2020

By

Gajanan Investments, Inc. (Owner) and Missouri Commercial Development, LLC (Developer)

**PETITION TO ESTABLISH THE
GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT**

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

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

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

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

2. Name of District.

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

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

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

4. Five-Year Plan.

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

5. Type of District.

The District will be a political subdivision.

6. Board of Directors.

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

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

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

Except for the initial Directors which are named, approved and appointed by way of the City's written acceptance of this Petition, each Director shall be appointed by the Mayor with the advice and consent of the City Council according to a slate submitted by the Board to the City Clerk.

The Petitioner hereby proposes the following slate of Directors:

NAME	TYPE	TERM
Kevin Guffey	Owner Legal Rep	4 Years
Brad Thessing	Owner Legal Rep	4 Years
Brett Roubal	Owner Legal Rep	2 Years
Bryan Pendleton	Owner Legal Rep	2 Years
LeAnna Thessing	Owner Legal Rep	2 Years

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

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

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

7. Successor Directors.

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

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

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

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

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

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

8. Total Assessed Value.

As of the date of submittal, the total assessed value of all real property located within the District is \$516,100.

9. Determination of Blight.

The Petitioners are seeking a determination of blight. The District is located inside the Kearney Street Corridor Redevelopment Area, which the Springfield City Council declared blighted pursuant Sections 99.300 to 99.715, RSMo on July 16, 2018 by Special Ordinance No. 27080.

10. Life of District.

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

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

A. License and Real Estate Taxes.

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

B. Sales and Use Taxes.

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

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

The District may not impose special assessments.

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

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

14. Limitations on Borrowing Capacity.

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

15. Limitations on Revenue Generation.

The District will have no limitations on the revenue it may generate.

16. Other Limitations on District Powers.

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

17. Annual Reports and Meetings.

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

18. Request for Ordinance Establishing District.

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

19. Severability.

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

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

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

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

Name of Owner: Gajanan Investments, Inc.
Owner's Telephone Number: 417-894-6086
Owner's Mailing Address: 3711 E. Dartmoor Ct.
Springfield, MO 65802
Name, Title of Signer: Harish Patel
Basis of Signer's Legal Authority to Sign: President
Signer's Telephone Number: 417-894-6086
Signer's Mailing Address: 3711 E. Dartmoor Ct.
Springfield, Mo 65802
Owner's Type of Entity: Corporation

Owner's Property within District

Address	Parcel Number	Assessed Value
2355 N. Glenstone Ave	1207101058	\$463,970
1715 E. Turner St.	1207101059	\$52,130
Total Assessed Value:		\$516,100

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

Gajanan Investments, Inc.

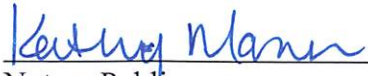
By:  6-25-2020
Harish Patel, President Date

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

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

WITNESS my hand and official seal this 25 day of June, 2020.

My commission expires: 12/20/2021


Notary Public

KATHY MANN
Notary Public – Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Dec. 20, 2021
Commission #03455733

CLERK'S RECEIPT OF PETITION

This Petition to establish the Glenstone and Kearney Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 25th day of June 2020.

[SEAL]





Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT A

District Legal Description

AN OUTER BUNDARY LEGAL DESCRIPTION OF THE CID DISTRICT.

TRACT 1:

A TRACT OF LAND LOCATED IN SECTION SEVEN (7), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), ALL BEING IN GREENE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION SEVEN (7); THENCE SOUTH 00°26'49" WEST A DISTANCE OF 463.47 FEET TO A POINT FOR CORNER; THENCE NORTH 89°26'32" WEST A DISTANCE OF 264.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°16'43" WEST A DISTANCE OF 129.84 FEET TO A POINT FOR CORNER; THENCE NORTH 89°15'41" WEST A DISTANCE OF 83.44 FEET TO POINT FOR CORNER; THENCE SOUTH 00°10'02" EAST A DISTANCE OF 185.08 FEET TO A POINT FOR CORNER; THENCE SOUTH 89°15'58" WEST A DISTANCE OF 111.36 FEET TO A POINT FOR CORNER; THENCE SOUTH 89°54'06" WEST A DISTANCE OF 117.37 FEET TO A POINT FOR CORNER; THENCE NORTH 00°10'02" WEST A DISTANCE OF 320.46 FEET TO A POINT FOR CORNER; THENCE SOUTH 89°11'01" EAST A DISTANCE OF 235.13 FEET TO A POINT FOR CORNER; THENCE SOUTH 89°25'32" EAST A DISTANCE OF 78.09 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT 2:

A TRACT OF LAND LOCATED IN SECTION SEVEN (7), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); ALL BEING IN GREENE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION SEVEN (7); THENCE SOUTH 00°26'49" WEST A DISTANCE OF 463.47 FEET TO POINT FOR CORNER; THENCE NORTH 89°26'32" WEST A DISTANCE OF 40.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF BUSINESS LOOP 44 (GLENSTONE AVENUE) WHICH IS THE POINT OF BEGINNING; THENCE NORTH 89°26'32" WEST A DISTANCE OF 302.18 FEET TO A POINT FOR A CORNER; THENCE NORTH 00°21'58" EAST A DISTANCE OF 400.25 FEET TO A POINT FOR CORNER; THENCE SOUTH 89°54'20" EAST A DISTANCE OF 143.80 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.33 FEET, A DELTA OF 43°40'33", AN ARC LENGTH OF 206.07 FEET AND A CHORD WHICH BEARS SOUTH 45°42'47" EAST HAVING A CHORD DISTANCE OF 201.12 FEET TO A POINT FOR CORNER; THENCE SOUTH 10°42'05" EAST A DISTANCE OF 73.41 FEET TO A POINT FOR CORNER; THENCE SOUTH 00°32'22" WEST A DISTANCE OF 190.40 FEET TO THE POINT OF BEGINNING; ALL IN GREENE COUNTY, MISSOURI.

EXHIBIT B

Map of Glenstone and Kearney CID District Boundaries



EXHIBIT C

List of Owners of Real Property within District

1. DISTRICT PARCEL # 1

Gajanan Investments, Inc.
3711 E. Dartmoor Ct.
Springfield, MO 65802

2. DISTRICT PARCEL # 2

Gajanan Investments, Inc.
3711 E. Dartmoor Ct.
Springfield, MO 65802

EXHIBIT D

Five-Year Plan

- A. Purpose of the District.** The purposes of the District are to:
- 1) Provide or cause to be provided for the benefit of the District, certain improvements and services described in Paragraphs B and C of this Exhibit;
 - 2) To levy and collect the CID Sales Tax in order to provide a source of repayment for public improvements as proposed within this Petition, and related expenses; and
 - 3) Such other purposes as authorized by the Act.
- B. Services.** The services to be performed by the District shall include, but not be limited to, the following:
- 1) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the Act and the revised statutes of the State of Missouri;
 - 2) Developing funding sources, including the levying of the CID Sales Tax, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for public improvements as proposed within this Petition, all in a manner authorized by the Act; and
 - 3) Providing such accountings, reports and communications as are required by the Act and the Agreement.
- C. Improvements.** The District shall construct or cause to be constructed the following improvements (the "CID Project"):
- 1) Building Demolition. Located within the District are various improvements that were operated as a three-building hotel center. The improvements are over 40 years old and are beyond modernization and factors into the blight in this area. To alleviate this blighted condition, all hotel improvements will be demolished, and any asbestos or other hazardous materials identified will be appropriately removed. Rough grading necessitated by the above work, limited to the area of the improvements demolished, will also be reimbursed under this category of reimbursement
- The estimated costs of these improvements are set forth on the attached Exhibit D-1. The party or parties completing the CID Project may only be reimbursed by the CID Sales Tax for the amounts identified as Reimbursable Project Costs on this Exhibit D-1 and only for the line items described therein (the "Reimbursable Project Costs").
- D. Budget.** The estimated five-year budget for the District is attached to and made a part of this Petition as Exhibit D-2.

EXHIBIT D-1

Estimated Improvement Costs of Glenstone and Kearney CID

Demolition of improvements including any required hazardous material remediation; rough grading relating to the above:	\$500,000
--	-----------

Total Estimated Hard Cost:	\$500,000
Professional Fees/Engineering Fees/Legal Fees/Consulting Fees:	\$50,000
Total Estimated Cost:	\$550,000

EXHIBIT D-2

Five-Year Budget Glenstone and Kearney CID

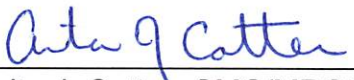
	1st Year	2nd Year	3rd Year	4th Year	5th Year
<u>Income</u>					
Loan	\$550,000				
Sales Tax		\$50,000	\$52,500	\$55,125	\$57,881
Gross Income	\$550,000	\$50,000	\$52,500	\$55,125	\$57,881
<i>less</i>					
MO Collection Fee		(\$500)	(\$525)	(\$551)	(\$579)
City Admin Fee		(\$750)	(\$788)	(\$827)	(\$868)
Net Income	\$550,000	\$48,750	\$51,188	\$53,747	\$56,434
<u>Expenses</u>					
Reimbursement to Developer/Loan		\$48,750	\$51,188	\$53,747	\$56,434
<u>Loan</u>					
Capitalized Interest	\$30,250	\$31,914	\$30,988	\$29,877	\$28,564
Loan Payment		-\$48,750	-\$51,188	-\$53,747	-\$56,434
Balance	\$580,250	\$563,414	\$543,214	\$519,344	\$491,474

City Clerk Verification

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

1. A petition to establish the Glenstone and Kearney Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 25th day of June 2020.
2. I have reviewed the petition and have determined on June 30, 2020, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: June 30, 2020



Anita J. Cotter, CMC/MRCC
City Clerk

Exhibit 2

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

and

**GLENSTONE AND KEARNEY
COMMUNITY IMPROVEMENT DISTRICT**

and

MISSOURI COMMERCIAL DEVELOPMENT, LLC

dated as of

_____, 2020

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EXHIBIT E.....	24

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ____ day of _____ 2020, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), and **MISSOURI COMMERCIAL DEVELOPMENT, LLC** (the “**Developer**”) (the City, District and Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, on June 25, 2020, Gajanan Investments, Inc., owners of the real property, filed the “Petition to Establish the Glenstone and Kearney Community Improvement District” (the “**Petition**”), which proposed formation of the District to reimburse the Developer for certain costs associated with design and construction of the development (the “**Development**”); and

WHEREAS, the City Council of Springfield, Missouri (the “**City Council**”), did on _____, pass Special Ordinance No. _____, which approved the Petition and formed the District; and

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

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

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

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

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

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

Section 1.2 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) All Operating Costs of the District; and

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

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

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

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

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

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

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

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

Section 2.2 Representations by the City.

The City represents that:

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

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

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

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

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

Section 2.3 Representations by the Developer.

The Developer represents that:

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

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

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

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

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

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

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

Section 3.2 Administration and Collection of the CID Sales Tax.

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

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

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

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

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

Section 3.4 Operating Costs.

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

Section 3.5 Enforcement of the CID Sales Tax.

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

Section 3.6 Distribution of the CID Sales Tax Revenue.

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

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

Section 3.7 Records of the CID Sales Tax.

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

Section 3.8 Repeal of the CID Sales Tax.

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

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

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

ARTICLE 4: FINANCING CID PROJECT

Section 4.1 Design and Construction of CID Project.

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

Section 4.2 Financing the CID Project.

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

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

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

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

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

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

Section 4.5 Annual Budget.

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

Section 4.6 New CID Projects.

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

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

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the Districts.

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

Section 5.2 Records of the City.

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

Section 5.3 Consent by Tenants and Transferees.

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

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

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

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

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

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

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

The Parties agree that:

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

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

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

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

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

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

Section 6.2 Remedies on Default.

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

Section 6.3 Rights and Remedies Cumulative.

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

Section 6.4 Waiver of Breach.

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

Section 6.5 Excusable Delays.

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

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

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

Section 7.2 Immunities.

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

Section 7.3 Modification.

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

Section 7.4 Applicable Law.

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

Section 7.5 Validity and Severability.

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

Section 7.6 Execution of Counterparts.

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

Section 7.7 City Approvals.

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

Section 7.8 District Approvals.

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

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

ATTEST:

**THE CITY OF SPRINGFIELD,
MISSOURI**

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

**GLENSTONE AND KEARNEY
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
Name:
Title: Chairman

ATTEST

By: _____
Secretary

**MISSOURI COMMERCIAL
DEVELOPMENTT, LLC [*DEVELOPER*]**

By: _____
Name:
Title: Managing Member

EXHIBIT A
DISTRICT LEGAL DESCRIPTION

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11;

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B
MAP OF THE DISTRICT



EXHIBIT C
CID Projects

Public Improvements:

Road/ Access Improvements:

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

Utility Work:

Move Electric and Telephone Utilities \$ 50,000

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

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

**CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 20____.

[DEVELOPER]

By: _____

Name: _____

Title: _____

Approved:

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

By: _____

Name: _____

Title: _____

Date: _____

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

Itemization of Reimbursable Project Costs

EXHIBIT "E"

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

To: City of Springfield, Missouri

Re: Glenstone and Kearney Community Improvement District Administrative Fee

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

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

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

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

Dated this ____ day of _____, 20__.

**GLENSTONE AND KEARNEY
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____

Name: _____

Title: _____

Payment accepted this ____ day of _____, 20____:

CITY OF SPRINGFIELD, MISSOURI,

By: _____

Name: _____

Title: _____

One-rdg. _____
P. Hrngs. X
Pgs. 51
Filed: 07-07-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-162

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Petition to Establish the Kay Pointe Place Community Improvement
2 District; authorizing the City Manager to execute a Cooperative
3 Agreement between the City and the Kay Pointe Place Community
4 Improvement District, and Carleton Resources, LLC; and directing the
5 City Clerk to notify the Missouri Department of Economic
6 Development of the creation of the District. (Staff recommends
7 approval.)
8 _____
9

10 WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorize the
11 governing body of any municipality, as defined in the CID Act, upon a proper petition
12 requesting the formation and after a public hearing, to adopt an ordinance establishing a
13 community improvement district; and
14

15 WHEREAS, on June 25, 2020, a Petition to Establish the Kay Pointe Place
16 Community Improvement District (the "District") was filed with the City Clerk; and
17

18 WHEREAS, the City Clerk has verified that the petition complied with the CID Act
19 and a public hearing was set with all proper notice being given in accordance with the
20 CID Act or other applicable law; and
21

22 WHEREAS, City Council held a public hearing on July 13, 2020, at which all
23 persons interested in the formation of the District, were allowed an opportunity to speak
24 and at which time City Council heard all protests and received all endorsements.
25

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

29 Section 1 – There is hereby created the Kay Pointe Place Community
30 Improvement District within the City of Springfield, Missouri, as a political subdivision of
31 the State of Missouri, having the powers and purposes set forth in the petition, the
32 original of which is on file with the City Clerk and a copy of which is attached hereto and
33 incorporated herein by this reference as "Exhibit 1."

34
35 Section 2 – Pursuant to the Petition, the existence of the District shall
36 automatically terminate if the District has not, within six months of passage of this
37 Ordinance, duly approved and executed a binding cooperative agreement with the City,
38 in substantial conformance with the agreement attached hereto as “Exhibit 2.”
39

40 Section 3 – The City Manager, or his designee, is hereby authorized to enter into
41 the Cooperative Agreement, in substantially the same form presented as “Exhibit 2,”
42 and to do all things reasonable and convenient to comply with the terms and intent of
43 this Ordinance.
44

45 Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri
46 Department of Economic Development the report specified in Subsection 6 of Section
47 67.1421 of the Community Improvement District Act, and to further notify the Office of
48 the Greene County Clerk of the District’s petition and establishment.
49

50 Section 5 – The officers of the City are hereby authorized and directed to execute
51 all documents and take such actions as they may deem necessary or advisable in order
52 to carry out and perform the purposes of this Ordinance and to make ministerial
53 alterations, changes, or additions to the foregoing documents herein approved,
54 authorized, and confirmed which they may approve and the execution of such action
55 shall be conclusive evidence of such necessity or advisability.
56

57 Section 6 – This Ordinance shall be in full force and effect from and after its
58 passage.
59

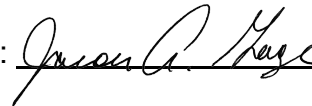
60 Passed at meeting: _____
61

62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66

67 Filed as Ordinance: _____
68

69
70 Approved as to form: , Assistant City Attorney
71

72
73 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 161

FILED: 07-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving a Petition to Establish the Kay Pointe Place Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City and the Kay Pointe Place Community Improvement District, and Carleton Resources, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

BACKGROUND INFORMATION: A petition has been filed with the Springfield City Clerk, in accordance with Sections 67.1401 to 67.1571, RSMo, the Community Improvement District Act ("CID Act"), to establish the Kay Pointe Place Community Improvement District. The District comprises approximately 38.3 acres generally located along the west side of the 900 block of South West Bypass and includes an adjoining portion of South West Bypass as well as an 1,800 ft section of South Suburban Avenue that extends north to West Mount Vernon Street. The District will be a political subdivision of the State of Missouri and have a life of 50 years. It will be governed by a five-member board of directors that will initially consist of Kevin Carleton, Tom Cedarbloom, Sonya Haworth, Caleb Moreno, and Justin Sturdefant. All successor directors will be appointed by the Mayor with the consent of the City Council.

The Kay Pointe Place Community Improvement District will have the power to impose a sale and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such tax shall be subject to the approval of the qualified voters within the District by a mail-in ballot election. If approved, the District will use the sales and use tax revenues to fund certain public improvements necessary to facilitate construction of a proposed multi-family residential and commercial development. The public improvements are estimated to cost approximately \$1,475,000. They include the following:

- Turn lanes and median revisions along South West Bypass;
- A traffic signal system at intersection of South West Bypass and West Grand Street;
- Street lighting, sidewalks, landscaping, and other streetscape enhancements along South West Bypass and South Suburban Avenue;
- Sanitary sewer;
- Storm water management facilities;

- Trails, including a connection to the nearby Wilson's Creek Greenway (subject to public use easements); and
- Professional services, including engineering, surveying, architectural, and legal services related to the creation of the District and project implementation

As stated in the Petition, the District and its authority to impose sales and use taxes shall expire after 50 years or upon repayment of reimbursable project costs, whichever occurs first.

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

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

REMARKS: The Petition has been certified by the Springfield City Clerk as a proper petition in accordance with the CID Act. Staff recommends approval.

Submitted by:


 Matt D. Schaefer, AICP
 Senior Planner

Recommended by:


 Mary Lilly Smith, Director

Approved by:

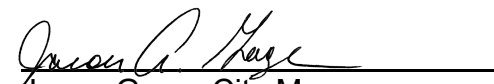

 Jason Gage, City Manager

Exhibit 1

**PETITION TO ESTABLISH THE
KAY POINTE PLACE
COMMUNITY IMPROVEMENT DISTRICT**

Springfield, Greene County, Missouri

Submitted June 25, 2020

By

Carleton Resources, LLC (Owner and Developer)

**PETITION TO ESTABLISH THE
KAY POINTE PLACE COMMUNITY IMPROVEMENT DISTRICT**

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

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

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

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

2. Name of District.

The name of the District is the “Kay Pointe Place Community Improvement District.”

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

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

4. Five-Year Plan.

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

5. Type of District.

The District will be a political subdivision.

6. Board of Directors.

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

- a. Be at least 18 years of age; and
- b. Be and must declare to be either (i) an owner of real property within the District ("Owner") or the authorized representative of an owner of real property within the District ("Owner Representative"). All Owner Representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

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

The Petitioner hereby proposes the following slate of Directors:

NAME	TYPE	TERM
Kevin Carleton	Owner Legal Rep	4 Years
Sonya Haworth	Owner Legal Rep	4 Years
Caleb Moreno	Owner Legal Rep	2 Years
Justin Sturdefant	Owner Legal Rep	2 Years
Tom Cedarbloom	Owner Legal Rep	2 Years

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

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

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

7. Successor Directors.

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

B. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council may consent by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.

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

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

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

8. Total Assessed Value.

As of the date of submittal, the total assessed value of all real property located within the District is \$3,560.

9. Determination of Blight.

The Petitioners are not seeking a determination of blight.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will continue to exist and function until the earlier of: (i) fifty (50) years; or (ii) until the entire cost of the CID Projects, as such term is defined on Exhibit D attached hereto (including Exhibits D-1 and D-2), is reimbursed by the CID Sales Tax Revenue, as hereinafter defined; or (iii) until any bond, notes or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have expired or have been fully repaid

(however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

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

A. License and Real Estate Taxes.

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

B. Sales and Use Taxes.

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

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

The District may not impose special assessments.

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

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

14. Limitations on Borrowing Capacity.

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

15. Limitations on Revenue Generation.

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

16. Other Limitations on District Powers.

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

17. Annual Reports and Meetings.

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

18. Request for Ordinance Establishing District.

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

19. Severability.

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

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

**Signature Page to Petition to Establish the
Kay Pointe Place Community Improvement District**

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Kay Pointe Place Community Improvement District according to the preceding Petition.

Name of Owner: Carleton Resources, LLC
Owner's Telephone Number: 417-827-8589
Owner's Mailing Address: 6303 South Kissick Avenue
Ozark Missouri 65721

Name, Title of Signer: Kevin Carleton
Basis of Signer's Legal Authority to Sign: Managing Member
Signer's Telephone Number: 417-827-8589
Signer's Mailing Address: 6303 South Kissick Avenue
Ozark Missouri 65721

Owner's Type of Entity: Limited liability company

Owner's Property within District

Address	Parcel Number	Assessed Value
900 Block of S. West Bypass	#1 1320401382	\$ 850
Springfield, Missouri	#2 881329102001	\$ 2,710

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

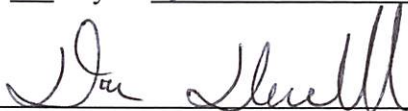
By: 
Name: Kevin Carleton
Title: Managing Member

6.25.20
Date

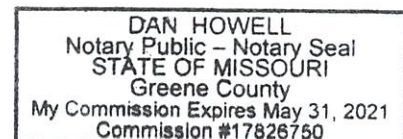
STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

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

WITNESS my hand and official seal this 25th day of June, 2020.


Notary Public

My commission expires: 5/31/2021

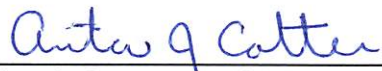


CLERK'S RECEIPT OF PETITION

This Petition to establish the Kay Pointe Place Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 25th day of June 2020.

[SEAL]





Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT A

District Legal Description AN OUTER BOUNDARY LEGAL DESCRIPTION OF THE CID DISTRICT

A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST (1/4) OF SECTION 20, TOWNSHIP 29, RANGE 22, AND A PORTION OF THE EAST 264 FEET OF THE SOUTH 660 FEET OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 20, TOWNSHIP 29, RANGE 22, AND THE EAST 264 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 29, RANGE 22, SITUATED IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROAD PURPOSES.

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 29, RANGE 22, GREENE COUNTY, MISSOURI; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, N89°37'03"W, 216.22 FEET TO AN EXISTING SURVEY MONUMENT ON THE WEST RIGHT-OF-WAY LINE OF WEST BYPASS AND POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, N89°37'03"W, A DISTANCE OF 1117.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29, RANGE 22; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, S02°37'48"W, A DISTANCE OF 666.08 FEET TO AN EXISTING SURVEY MONUMENT; THENCE N89°53'27"W, A DISTANCE OF 263.92 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG THE EXTENSION OF THE EAST LINE OF TIMBERCREEK 6TH ADDITION, N02°00'40"E, A DISTANCE OF 667.10 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE ALONG SAID EAST LINE OF TIMBERCREEK 6TH ADDITION, N02°56'09"E, A DISTANCE OF 627.08 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG THE SOUTH AND EAST LINES OF WESTWOOD HILLS SECOND ADDITION, THE FOLLOWING 5 COURSES: S89°27'01"E, A DISTANCE OF 298.09 FEET TO AN EXISTING SURVEY MONUMENT; N11°24'42"E, A DISTANCE OF 190.76 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KAY POINTE BOULEVARD; THENCE ON A CURVE TO THE LEFT, 26.13 FEET, SAID CURVE HAVING A RADIUS OF 424.34 FEET, A CENTRAL ANGLE OF 3°31'39", WITH A LONG CHORD OF 26.12 FEET WHICH BEARS N80°21'07"W TO AN EXISTING SURVEY MONUMENT; N02°56'06"E, A DISTANCE OF 229.19 FEET; S89°16'20"E, A DISTANCE OF 293.66 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG THE SOUTH LINES OF WESTWOOD HILLS FIRST ADDITION, THE FOLLOWING 6 COURSES: S00°38'44"W, A DISTANCE OF 135.97 FEET TO AN EXISTING SURVEY MONUMENT; S62°33'00"E, A DISTANCE OF 150.20 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ON A CURVE TO THE LEFT, 39.46 FEET, SAID CURVE HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 8°22'25", WITH A LONG CHORD OF 39.42 FEET WHICH BEARS N31°03'08"E; THENCE S63°15'01"E, A DISTANCE OF 299.90 FEET TO AN EXISTING SURVEY MONUMENT; N62°56'38"E, A DISTANCE OF 109.90 FEET TO AN EXISTING SURVEY MONUMENT; S89°14'06"E, A DISTANCE OF 255.58 FEET TO THE WEST RIGHT-OF-WAY LINE OF WEST BYPASS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING 5 COURSES: S02°19'04"W, A DISTANCE OF 106.80 FEET; S08°16'57"W, A DISTANCE OF 100.54 FEET TO AN EXISTING SURVEY MONUMENT; S02°25'00"W, A DISTANCE OF 50.02 FEET TO AN EXISTING SURVEY MONUMENT; S03°41'49"E, A DISTANCE OF 100.53 FEET TO AN EXISTING SURVEY MONUMENT; S02°19'04"W, A DISTANCE OF 433.20 FEET TO THE POINT OF BEGINNING, CONTAINING 1,310,213 SQ. FT. (30.1 ACRES).

BEARINGS LISTED ARE BASED ON MISSOURI STATE PLANE, CENTRAL ZONE, NAD83 (2011).

SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

WEST BY-PASS RIGHT-OF-WAY

ALL OF THE RIGHT-OF-WAY FOR WEST BY-PASS, OF VARIABLE WIDTH, AND EXTENDING FROM THE EAST RIGHT-OF-WAY LINE TO THE WEST RIGHT-OF-WAY LINE, BEGINNING 800 FEET NORTH OF THE LINE BETWEEN SECTION 20 AND 29, TOWNSHIP 29, RANGE 22, AND CONTINUING IN A SOUTHERLY DIRECTION TO A POINT 680 FEET SOUTH OF SAID SECTION LINE.

SUBURBAN AVENUE

APPROXIMATELY 1800 LINEAL FEET OF THE RIGHT-OF-WAY FOR SUBURBAN AVENUE, RUNNING FROM THE SOUTH RIGHT-OF-WAY LINE OF MT VERNON STREET TO THE TERMINAL END AT LOT 10 IN WESTWOOD HILLS FIRST ADDITION, AS SHOWN ON THE SUBDIVISION PLATS OF WEST BY-PASS PROPERTIES SUBDIVISION ADMINISTRATIVE REPLAT, WEST BY-PASS PROPERTIES SUBDIVISION PLAT 2, WESTGATE, WESTGATE REPLAT OF LOTS 70-90, AND WESTWOOD HILLS FIRST ADDITION

EXHIBIT B

Map of Kay Pointe Place CID District Boundaries



EXHIBIT C

List of Owners of Real Property within District

1. DISTRICT PARCEL #1 & #2

Carleton Resources, LLC
900 Block of S. West Bypass
Springfield, Missouri

EXHIBIT D

Five-Year Plan

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

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

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

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

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

- 1) Trees, Landscaping, Sidewalks and Trails. New trees, landscaping and sidewalks will be developed along the West Bypass and Suburban Avenue areas as a result of the traffic improvements described below as well as the improvements within the District. Additional trees and trails will also be added and a connection to the Greenway trail system to enhance the appearance and usability of the District.
- 2) Utilities, Street Lighting, Sanitary Sewer, Storm Water and Flood Control. Additional and upgraded street lighting will need to be added along the West Bypass, Suburban Avenue and trail areas. Off-site and additional sanitary sewer lines will need to be added to serve the mixed-use areas. Stormwater and flood management systems will also need to be added to serve the mixed-use and trail areas.
- 3) Traffic. A new traffic management and signal system will need to be added within the District at the intersection of Grand Avenue and West Bypass. After finished, the new improvements along Grand Avenue and West Bypass will provide for enhanced access and traffic flow around this intersection, benefiting the subject property, neighboring owners and drivers of such area.

- 4) Road Access Improvements. New turn lanes, median revisions, and intersection improvements will need to be constructed at and around the Grand Avenue and West Bypass area in order to enhance traffic flow, safety and access to the subject property.

The scope of these improvements may vary pending final zoning and requirements from City of Springfield, MODOT and/or other jurisdictions within the District. The estimated costs of these improvements are set forth on the attached Exhibit D-1. The party or parties constructing the CID Projects may only be reimbursed by the CID Sales Tax for the amounts identified as Reimbursable Project Costs on this Exhibit D-1 and only for the line items described therein (the "Reimbursable Project Costs").

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

EXHIBIT D-1

Estimated Public Improvement Costs of Kay Pointe Place CID

Estimated Development Costs Summary

○ Engineering	\$ 100,000
○ Excavation & Site Work	\$ 250,000
○ Intersection & Turn Lane Improvements	\$ 250,000
○ Street Improvements	\$ 250,000
○ Traffic Signal System	\$ 200,000
○ Sanitary Sewer	\$ 100,000
○ Stormwater & Flood System Improvements	\$ 100,000
○ Trail & Sidewalk Improvements	\$ 75,000
○ Street Lighting	\$ 50,000
○ Trees & Landscaping	<u>\$ 100,000</u>

Estimated Total	\$1,475,000
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EXHIBIT D-2

Five-Year Budget Kay Pointe Place CID

Five Year Budget - Kay Pointe Place CID

<u>Income</u>	Year 1	Year 2	Year 3	Year 4	Year 5
Loan	\$ 1,475,000	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ 20,000	\$ 30,000	\$ 40,000	\$ 50,000
Gross Income	\$ 1,475,000	\$ 20,000	\$ 30,000	\$ 40,000	\$ 50,000
<i>less</i>					
MO Collection Fee	\$ -	\$ (200)	\$ (300)	\$ (400)	\$ (500)
City Administration Fee	\$ -	\$ (300)	\$ (450)	\$ (600)	\$ (750)
Net Income	\$ 1,475,000	\$ 19,500	\$ 29,250	\$ 39,000	\$ 48,750
<u>Expenses</u>					
Reimbursement to Developer/Loan	\$ -	\$ 19,500	\$ 29,250	\$ 39,000	\$ 48,750
<u>Loan</u>					
Capitalized Interest	\$ 88,500	\$ 88,500	\$ 87,330	\$ 85,575	\$ 83,235
Loan Payment	\$ -	\$ (73,750)	\$ (110,625)	\$ (147,463)	\$ (182,412)
Balance	\$ 1,563,500	\$ 1,489,750	\$ 1,451,705	\$ 1,413,112	\$ 1,375,823

EXHIBIT D-3
Improvements Map

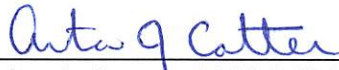


City Clerk Verification

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

1. A petition to establish the Kay Pointe Place Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 25th day of June 2020.
2. I have reviewed the petition and have determined on June 30, 2020, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: June 30, 2020



Anita J. Cotter, CMC/MRCC
City Clerk

Exhibit 2

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

and

**KAY POINTE PLACE
COMMUNITY IMPROVEMENT DISTRICT**

and

CARLETON RESOURCES, LLC

dated as of

_____, 2020

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ____ day of _____ 2020, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **KAY POINTE PLACE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), and **CARLETON RESOURCES, LLC** (the “**Developer**”) (the City, District and Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, on June 25, 2020, **CARLETON RESOURCES, LLC**, owner of the real property, filed the “Petition to Establish the Kay Pointe Place Community Improvement District” (the “**Petition**”), which proposed formation of the District to reimburse the Developer for certain costs associated with design and construction of the development (the “**Development**”); and

WHEREAS, the City Council of Springfield, Missouri (the “**City Council**”), did on _____, 2020, pass Special Ordinance No. _____, which approved the Petition and formed the District; and

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

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

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

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

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

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

Section 1.2 Definitions.

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

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

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

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

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

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

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

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

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

“**Excusable Delays**” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, pandemics, including but not limited to the COVID-19 pandemic, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties

other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

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

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

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

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

(2) All Operating Costs of the District; and

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

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

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

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

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

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

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

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

Section 2.2 Representations by the City.

The City represents that:

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

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

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

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

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

Section 2.3 Representations by the Developer.

The Developer represents that:

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

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

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

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

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

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

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

Section 3.2 Administration and Collection of the CID Sales Tax.

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

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

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

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

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

Section 3.4 Operating Costs.

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

Section 3.5 Enforcement of the CID Sales Tax.

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

Section 3.6 Distribution of the CID Sales Tax Revenue.

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

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

Section 3.7 Records of the CID Sales Tax.

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

Section 3.8 Repeal of the CID Sales Tax.

When: (1) the Developer has been fully reimbursed for the costs incurred by the Developer: (a) to finance the CID Project and Reimbursable Project Costs and (b) to pay ongoing Operating Costs associated with and required by the business of the District, or (2); fifty (50) years following the date the District was established, whichever occurs first, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or

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

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

ARTICLE 4: FINANCING CID PROJECT

Section 4.1 Design and Construction of CID Project.

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

Section 4.2 Financing the CID Project.

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

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

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

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

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

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

Section 4.5 Annual Budget.

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

Section 4.6 New CID Projects.

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

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

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the Districts.

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

Section 5.2 Records of the City.

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

Section 5.3 Consent by Tenants and Transferees.

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

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

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

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

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

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

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

The Parties agree that:

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

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

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

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

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

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

Section 6.2 Remedies on Default.

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

Section 6.3 Rights and Remedies Cumulative.

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

Section 6.4 Waiver of Breach.

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

Section 6.5 Excusable Delays.

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

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

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

Section 7.2 Immunities.

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

Section 7.3 Modification.

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

Section 7.4 Applicable Law.

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

Section 7.5 Validity and Severability.

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

Section 7.6 Execution of Counterparts.

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

Section 7.7 City Approvals.

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

Section 7.8 District Approvals.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

**THE CITY OF SPRINGFIELD,
MISSOURI**

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

**KAY POINTE PLACE
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
Name:
Title: Chairman

ATTEST

By: _____
Secretary

CARLETON RESOURCES, LLC
/DEVELOPER/

By: _____
Name: Kevin Carleton
Title: Managing Member

EXHIBIT A
DISTRICT LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST (1/4) OF SECTION 20, TOWNSHIP 29, RANGE 22, AND A PORTION OF THE EAST 264 FEET OF THE SOUTH 660 FEET OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 20, TOWNSHIP 29, RANGE 22, AND THE EAST 264 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 29, RANGE 22, SITUATED IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROAD PURPOSES.

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 29, RANGE 22, GREENE COUNTY, MISSOURI; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, N89°37'03"W, 216.22 FEET TO AN EXISTING SURVEY MONUMENT ON THE WEST RIGHT-OF-WAY LINE OF WEST BYPASS AND POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, N89°37'03"W, A DISTANCE OF 1117.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29, RANGE 22; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, S02°37'48"W, A DISTANCE OF 666.08 FEET TO AN EXISTING SURVEY MONUMENT; THENCE N89°53'27"W, A DISTANCE OF 263.92 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG THE EXTENSION OF THE EAST LINE OF TIMBERCREEK 6TH ADDITION, N02°00'40"E, A DISTANCE OF 667.10 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE ALONG SAID EAST LINE OF TIMBERCREEK 6TH ADDITION, N02°56'09"E, A DISTANCE OF 627.08 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG THE SOUTH AND EAST LINES OF WESTWOOD HILLS SECOND ADDITION, THE FOLLOWING 5 COURSES: S89°27'01"E, A DISTANCE OF 298.09 FEET TO AN EXISTING SURVEY MONUMENT; N11°24'42"E, A DISTANCE OF 190.76 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KAY POINTE BOULEVARD; THENCE ON A CURVE TO THE LEFT, 26.13 FEET, SAID CURVE HAVING A RADIUS OF 424.34 FEET, A CENTRAL ANGLE OF 3°31'39", WITH A LONG CHORD OF 26.12 FEET WHICH BEARS N80°21'07"W TO AN EXISTING SURVEY MONUMENT; N02°56'06"E, A DISTANCE OF 229.19 FEET; S89°16'20"E, A DISTANCE OF 293.66 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ALONG THE SOUTH LINES OF WESTWOOD HILLS FIRST ADDITION, THE FOLLOWING 6 COURSES: S00°38'44"W, A DISTANCE OF 135.97 FEET TO AN EXISTING SURVEY MONUMENT; S62°33'00"E, A DISTANCE OF 150.20 FEET TO AN EXISTING SURVEY MONUMENT; THENCE ON A CURVE TO THE LEFT, 39.46 FEET, SAID CURVE HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 8°22'25", WITH A LONG CHORD OF 39.42 FEET WHICH BEARS N31°03'08"E; THENCE S63°15'01"E, A DISTANCE OF 299.90 FEET TO AN EXISTING SURVEY MONUMENT; N62°56'38"E, A DISTANCE OF 109.90 FEET TO AN EXISTING SURVEY MONUMENT; S89°14'06"E, A DISTANCE OF 255.58 FEET TO THE WEST RIGHT-OF-WAY LINE OF WEST BYPASS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING 5 COURSES: S02°19'04"W, A DISTANCE OF 106.80 FEET; S08°16'57"W, A DISTANCE OF 100.54 FEET TO AN EXISTING SURVEY MONUMENT; S02°25'00"W, A DISTANCE OF 50.02 FEET TO AN EXISTING SURVEY MONUMENT; S03°41'49"E, A DISTANCE OF 100.53 FEET TO AN EXISTING SURVEY MONUMENT; S02°19'04"W, A DISTANCE OF 433.20 FEET TO THE POINT OF BEGINNING, CONTAINING 1,310,213 SQ. FT. (30.1 ACRES).

BEARINGS LISTED ARE BASED ON MISSOURI STATE PLANE, CENTRAL ZONE, NAD83 (2011).

SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

WEST BY-PASS RIGHT-OF-WAY

ALL OF THE RIGHT-OF-WAY FOR WEST BY-PASS, OF VARIABLE WIDTH, AND EXTENDING FROM THE EAST RIGHT-OF-WAY LINE TO THE WEST RIGHT-OF-WAY LINE, BEGINNING 800 FEET NORTH OF THE LINE BETWEEN SECTION 20 AND 29, TOWNSHIP 29, RANGE 22, AND CONTINUING IN A SOUTHERLY DIRECTION TO A POINT 680 FEET SOUTH OF SAID SECTION LINE.

SUBURBAN AVENUE

APPROXIMATELY 1800 LINEAL FEET OF THE RIGHT-OF-WAY FOR SUBURBAN AVENUE, RUNNING FROM THE SOUTH RIGHT-OF-WAY LINE OF MT VERNON STREET TO THE TERMINAL END AT LOT 10 IN WESTWOOD HILLS FIRST ADDITION, AS SHOWN ON THE SUBDIVISION PLATS OF WEST BY-PASS PROPERTIES SUBDIVISION ADMINISTRATIVE REPLAT, WEST BY-PASS PROPERTIES SUBDIVISION PLAT 2, WESTGATE, WESTGATE REPLAT OF LOTS 70-90, AND WESTWOOD HILLS FIRST ADDITION

EXHIBIT B
MAP OF THE DISTRICT



EXHIBIT C
CID Projects

Estimated Development Costs Summary

○ Engineering, Legal & Professional Fees	\$ 100,000
○ Excavation & Site Work	\$ 250,000
○ Intersection & Turn Lane Improvements	\$ 250,000
○ Street Improvements	\$ 250,000
○ Traffic Signal System	\$ 200,000
○ Sanitary Sewer	\$ 100,000
○ Stormwater & Flood System Improvements	\$ 100,000
○ Trail & Sidewalk Improvements	\$ 75,000
○ Street Lighting	\$ 50,000
○ Trees & Landscaping	<u>\$ 100,000</u>

Estimated Total	\$ 1,475,000
------------------------	---------------------

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

**CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

To: City Manager, City of Springfield, Missouri
cc: Executive Director, Kay Pointe Place Community Improvement District

Re: Completion and Certification of the Kay Pointe Place Community Improvement District Reimbursable Project Costs

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

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

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

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

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

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

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

Dated this _____ day of _____, 20____.

CARLETON RESOURCES, LLC
[DEVELOPER]

By: _____
Name: _____
Title: _____

Approved:

CITY OF SPRINGFIELD, MISSOURI,
agent for the Kay Pointe Place Community Improvement District

By: _____
Name: _____
Title: _____

Date: _____

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

Itemization of Reimbursable Project Costs

EXHIBIT "E"

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

To: City of Springfield, Missouri

Re: Kay Pointe Place Community Improvement District Administrative Fee

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

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

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

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

Dated this ____ day of _____, 20__.

**KAY POINTE PLACE
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____

Name: _____

Title: _____

Payment accepted this ____ day of _____, 20__:

CITY OF SPRINGFIELD, MISSOURI,

By: _____

Name: _____

Title: _____

One-rdg. _____
P. Hrngs. X
Pgs. 53
Filed: 07-07-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 163

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Petition to Establish the Ridge at Ward Farm Community
2 Improvement District; authorizing the City Manager to execute a
3 Cooperative Agreement between the City, the Ridge at Ward Farm
4 Community Improvement District, and RW Developments, LLC; and
5 directing the City Clerk to notify the Missouri Department of Economic
6 Development of the creation of the District. (Staff recommends
7 approval.)
8 _____
9

10 WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorize the
11 governing body of any municipality, as defined in the CID Act, upon a proper petition
12 requesting the formation and after a public hearing, to adopt an ordinance establishing a
13 community improvement district; and
14

15 WHEREAS, on June 22, 2020, a Petition to Establish the Ridge at Ward Farm
16 Community Improvement District (the "District") was filed with the City Clerk; and
17

18 WHEREAS, the City Clerk has verified that the petition complied with the CID Act
19 and a public hearing was set with all proper notice being given in accordance with the
20 CID Act or other applicable law; and
21

22 WHEREAS, City Council held a public hearing on July 13, 2020, at which all
23 persons interested in the formation of the District, were allowed an opportunity to speak
24 and at which time City Council heard all protests and received all endorsements.
25

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

29 Section 1 – There is hereby created the Ridge at Ward Farm Community
30 Improvement District within the City of Springfield, Missouri, as a political subdivision of
31 the State of Missouri, having the powers and purposes set forth in the petition, the
32 original of which is on file with the City Clerk and a copy of which is attached hereto and
33 incorporated herein by this reference as "Exhibit 1."

34
35 Section 2 – Pursuant to the Petition, the existence of the District shall
36 automatically terminate if the District has not, within six months of passage of this
37 Ordinance, duly approved and executed a binding cooperative agreement with the City,
38 in substantial conformance with the agreement attached hereto as “Exhibit 2.”
39

40 Section 3 – The City Manager, or his designee, is hereby authorized to enter into
41 the Cooperative Agreement, in substantially the same form presented as “Exhibit 2,”
42 and to do all things reasonable and convenient to comply with the terms and intent of
43 this Ordinance.
44

45 Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri
46 Department of Economic Development the report specified in Subsection 6 of Section
47 67.1421 of the Community Improvement District Act, and to further notify the Office of
48 the Greene County Clerk of the District’s petition and establishment.
49

50 Section 5 – The officers of the City are hereby authorized and directed to execute
51 all documents and take such actions as they may deem necessary or advisable in order
52 to carry out and perform the purposes of this Ordinance and to make ministerial
53 alterations, changes, or additions to the foregoing documents herein approved,
54 authorized, and confirmed which they may approve and the execution of such action
55 shall be conclusive evidence of such necessity or advisability.
56

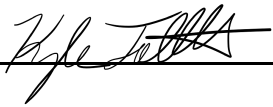
57 Section 6 – This Ordinance shall be in full force and effect from and after its
58 passage.
59

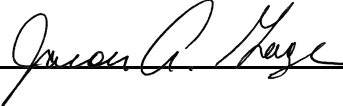
60 Passed at meeting: _____
61

62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66

67 Filed as Ordinance: _____
68

69
70 Approved as to form: , Assistant City Attorney
71

72
73 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 162

FILED:07-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving a Petition to Establish the Ridge at Ward Farm Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City, the Ridge at Ward Farm Community Improvement District, and RW Developments, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

BACKGROUND INFORMATION: A petition has been filed with the Springfield City Clerk, in accordance with Sections 67.1401 to 67.1571, RSMo, the Community Improvement District Act ("CID Act"), to establish the Ridge at Ward Farm Community Improvement District. The District comprises approximately 101 acres generally bounded by the Springfield-Greene County Library Center and the James River Commons development to the north, West Weaver Road to the south, South Campbell Avenue to the east, and the Quail Creek and Wellington Hills subdivisions to the west. The District will be a political subdivision of the State of Missouri and have a life of 40 years. It will be governed by a five-member board of directors that will initially consist of Thomas Jennings Conyers, Daniel Coryell, Trip Rhoades, Derek Smith, and Phil Williams. All successor directors will be appointed by the Mayor with the consent of the City Council.

The Ridge at Ward Farm Community Improvement District will have the power to impose a sales and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such tax shall be subject to the approval of the qualified voters within the District by a mail-in ballot election. If approved, the District will use the sales and use tax revenues to fund certain public improvements necessary to facilitate construction of a proposed mixed-use development that will include retail and office space, restaurants, multi-family and senior housing, a hotel and conference center, and outdoor amenities.

The public improvements are estimated to cost approximately \$13.6 million. They include, but are not limited to the following:

- Streets and sidewalks;
- Utilities;
- Sanitary sewer;
- Storm water management facilities;

- Community gathering spaces (subject to public use easements);
- Public open space and trails;
- Landscaping within public areas; and
- Professional services, including engineering, surveying, architectural, and legal services related to the creation of the District and project implementation

As stated in the Petition, the District and its authority to impose sales and use taxes shall expire after 40 years or upon repayment of reimbursable project costs, whichever occurs first.

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

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

REMARKS: The Petition has been certified by the Springfield City Clerk as a proper petition in accordance with the CID Act. Staff recommends approval.

Submitted by:


 Matt D. Schaefer, AICP
 Senior Planner

Recommended by:


 Mary Lilly Smith, Director

Approved by:

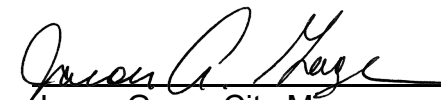

 Jason Gage, City Manager

Exhibit 1

**PETITION TO ESTABLISH
THE RIDGE AT WARD BRANCH COMMUNITY IMPROVEMENT DISTRICT**

Springfield, Greene County, Missouri

Submitted June 22, 2020

**PETITION TO ESTABLISH
THE RIDGE AT WARD BRANCH COMMUNITY IMPROVEMENT DISTRICT**

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

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

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

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

2. Name of District.

The name of the District is the “Ridge at Ward Branch Community Improvement District.”

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

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

4. Five-Year Plan.

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

5. Type of District.

The District will be a political subdivision.

6. Board of Directors.

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

- A. Be at least 18 years of age; and

B. Be an owner of real property within the District, which is defined in the Act as the individual or individuals or entity or entities who own a fee interest in real property that is located within the district ("**Owner**") or their legally authorized representative ("**Owner Representative**"). Each Director must declare to be either an Owner or Owner Representative. All Owner Representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

Except for the initial Directors which are named, approved and appointed by way of the City's written acceptance of this Petition, each Director shall be appointed by the Mayor with the advice and consent of the City Council according to a slate submitted by the Board to the City Clerk, as set forth herein.

The Petitioners hereby propose the following slate of initial Directors:

NAME	TYPE	TERM
Trip Rhodes	Owner Representative	4 Years
Phil Williams	Owner Representative	4 Years
Daniel Coryell	Owner Representative	2 Years
Derek Smith	Owner Representative	2 Years
Thomas Jennings Conyers	Owner Representative	2 Years

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance herewith, and their successors shall serve for four-year terms or until their successor is appointed in accordance with the CID Act. By execution of this Petition, the Petitioners each hereby agrees, represents and warrants that the individuals designated above are hereby named and designated as Owner Representatives.

If so appointed, there shall be no limits on the number of times a person may serve as a Director.

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

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

7. Successor Directors.

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

If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council may consent by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.

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

8. Total Assessed Value.

As of the date of submittal, the total assessed value of all real property located within the District is \$63,980.00.

9. Determination of Blight.

The Petitioners do not seek a determination that the District, or a portion thereof, is blighted pursuant to Section 67.1401.2(3)(b) of the CID Act.

10. Life of District.

Subject to the provisions of Section 14 of this Petition, the District will continue to exist and function until the earlier of: (i) 40 years after the adoption of an ordinance approving this Petition, (ii) until the entire cost of the CID Project, as such term is defined on Exhibit D attached hereto (including Exhibits D-1 and D-2), is reimbursed by the CID Sales Tax Revenue, as hereinafter defined; or (iii) until any bond, notes or other obligations issued by or on behalf of the District (the "**CID Obligations**") to pay the costs of the CID Project have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

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

The District will not impose business license taxes or real property taxes.

12. Maximum Rates of Sales and Use Taxes.

The District may impose a sales and use tax, at a maximum rate of one percent (1%), on all retail sales made in the District that are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo., except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services (the "**CID Sales and Use Tax**"). The CID Sales and

Use Tax shall be approved by a majority of the qualified voters in the District by mail-in ballot as required by Section 67.1545, R.S.Mo.

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

The District will not impose special assessments.

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

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

15. Limitations on Borrowing Capacity.

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

16. Limitations on Revenue Generation.

The District will have no limitations on the revenue it may generate.

17. Other Limitations on District Powers.

The District will have the authority and powers granted to community improvement districts and political subdivisions under the CID Act and as otherwise provided by law. The Petitioners do not desire to establish any limitations on the powers of the District.

18. Annual Reports and Meetings.

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

19. Request for Ordinance Establishing District.

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

20. Severability.

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

effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

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

**SIGNATURE PAGE TO PETITION TO ESTABLISH THE RIDGE AT WARD BRANCH COMMUNITY
IMPROVEMENT DISTRICT**

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Ridge at Ward Branch Community Improvement District according to the preceding Petition.

Name of Owner: RW DEVELOPMENTS, LLC
Owner's Telephone Number: 417-861-0520
Owner's Mailing Address: 1414 E Primrose, Springfield, MO 65804

Name, Title of Signer: JOSEPH V. RHODES III
Basis of Signer's Legal Authority to Sign: Manager
Signer's Telephone Number: 417-861-0520
Signer's Mailing Address: triprhodes@gmail.com
2239 E Amory, Springfield MO 65804
Owner's Type of Entity: Missouri limited liability company

Owner's Property within District

Parcel Number	Assessed Value	Acres
1814400127	\$50,030	83.83

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

By: [Signature] 6/12/2020
Signature of Person Signing for Owner Date

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me personally appeared JOSEPH V. RHODES III, the MANAGER of RW DEVELOPMENTS, LLC to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 12 day of June, 2020.

[Signature]
Notary Public

My commission expires: 01/02/2023



**SIGNATURE PAGE TO PETITION TO ESTABLISH THE RIDGE AT WARD BRANCH COMMUNITY
IMPROVEMENT DISTRICT**

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Ridge at Ward Branch Community Improvement District according to the preceding Petition.

Name of Owner: SPRINGFIELD-GREENE COUNTY LIBRARY DISTRICT
Owner's Telephone Number: 417-883-5366
Owner's Mailing Address: 4653 S Campbell Avenue, Springfield MO 65810-1723

Name, Title of Signer: Regina Greer Cooper, Executive Director
Basis of Signer's Legal Authority to Sign: Executive Director
Signer's Telephone Number: 417-536-7987
Signer's Mailing Address: 4653 S. Campbell, Springfield, MO 65810

Owner's Type of Entity: Political Subdivision of the State

Owner's Property within District

Parcel Number	Assessed Value	Acres
1814400119	\$00.00	5.33

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

By: Regina Greer Cooper 6-9-20
Signature of Person Signing for Owner Date

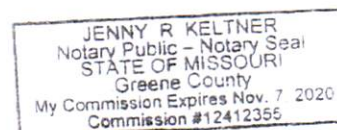
STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me personally appeared Regina G Cooper, the Director of
SPRINGFIELD-GREENE COUNTY LIBRARY DISTRICT to me personally known to be the individual described
in and who executed the foregoing instrument.

WITNESS my hand and official seal this 9th day of June, 2020.

Jenny R Keltner
Notary Public

My commission expires: 11/7/2020



**SIGNATURE PAGE TO PETITION TO ESTABLISH THE RIDGE AT WARD BRANCH COMMUNITY
IMPROVEMENT DISTRICT**

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Ridge at Ward Branch Community Improvement District according to the preceding Petition.

Name of Owner: DANIEL A. PINHEIRO
Owner's Telephone Number: _____
Owner's Mailing Address: 791 N Fallbrooke Terrace, Springfield, MO 65802

Name, Title of Signer: DANIEL A. PINHEIRO
Basis of Signer's Legal Authority to Sign: n/a
Signer's Telephone Number: _____
Signer's Mailing Address: 791 N Fallbrooke Terrace, Springfield, MO 65802

Single or Married: _____

Owner's Property within District

Parcel Number	Assessed Value	Acres
1814400126	\$7,670	6.19

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

By: _____
Signature of Owner Date

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me personally appeared JOSE DANIEL A. PINHEIRO to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this _ day of _____, 20__.

Notary Public

My commission expires: _____

SIGNATURE PAGE TO PETITION TO ESTABLISH THE RIDGE AT WARD BRANCH COMMUNITY
IMPROVEMENT DISTRICT

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Ridge at Ward Branch Community Improvement District according to the preceding Petition.

Name of Owner: BURNING TREE CONSULTING, LLC
Owner's Telephone Number: 417-413-4687
Owner's Mailing Address: 1414 E Primrose, Springfield, MO 65804

Name, Title of Signer: Brad Williams, Manager
Basis of Signer's Legal Authority to Sign: Manager
Signer's Telephone Number: 417-413-4687
Signer's Mailing Address: 1414 E Primrose, Springfield, MO 65804

Owner's Type of Entity: Missouri limited liability company

Owner's Property within District

Parcel Number	Assessed Value	Acres
1814400124	\$6,010	3.48

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

By: [Signature] Date: 05-29-2020
Signature of Person Signing for Owner

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me personally appeared Brad Williams, the MANAGER of BURNING TREE CONSULTING, LLC to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 29 day of May, 2020.

[Signature]
Notary Public

My commission expires: 01/02/2023



CLERK'S RECEIPT OF PETITION

This Petition to establish The Ridge at Ward Branch Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 22nd day of June 2020.

[SEAL]



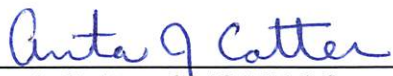

Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT A

District Legal Description

A tract of land being all of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and a part of the East One-Half (E½) of the Southeast Quarter (SE¼) of Section 14, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri, being a part of the tracts of land described in the Warranty Deeds recorded in the Greene County Recorder's Office in Book 2019 at Page 6684-19, Book 2019 at Page 6685-19 and Book 2018 at Page 17230-18, more particularly described as follows:

BEGINNING at the Northwest corner of said NW¼ of the SE¼, said point being on the East line of Quail Creek Phase IV, a subdivision recorded in Plat Book OO at Page 41; thence S88°48'38"E, along the North line of said SE¼, a distance of 1333.97 feet to the Northeast corner of said NW¼ of the SE¼; thence S01°59'02"W, along the East line of said NW¼ of the SE¼, a distance of 474.82 feet; thence S88°42'53"E, a distance of 1220.81 feet to a point on the East line of said tract of land recorded in Book 2018 at Page 31129-18; thence S00°53'57"W, along said East line, a distance of 119.12 feet; thence S13°38'10"W, along said East line, a distance of 73.44 feet; thence S88°41'14"E, a distance of 46.74 feet to a point on the West Right-of-Way line of Campbell Avenue, as it now exists; thence S01°41'11"W, along said West Right-of-Way line, a distance of 1155.82 feet; thence S01°56'00"W, along said West Right-of-Way line, a distance of 680.31 feet to the Northeast corner of a tract of land recorded in Book 1079 at Page 539; thence N88°24'08"W, along the North line of said Book 1079 at Page 539, 147.78 feet; thence S01°58'32"W, along the West line of said Book 1079 at Page 539, 140.00 feet to a point on the North Right-of-Way line of Old Weaver Road; thence N88°22'59"W, along said North Right-of-Way line, 292.00 feet to the Southeast corner of said Book 1079 at Page 539; thence N01°58'32"E, along the East line of said Book 1079 at Page 539, 140.00 feet; thence N88°22'59"W, along the North line of said Book 1079 at Page 539, 150.00 feet; thence S01°58'32"W, along the West line of said Book 1079 at Page 539, 140.00 feet to a point on said North Right-of-Way line; thence N88°22'59"W, along said North Right-of-Way line, 28.20 feet to a point on the Southerly Right-of-Way line of Weaver Road (Farm Road 178), as it now exists; thence along said South Right-of-Way line, along a non-tangent curve to the left, said curve having a radius of 436.50 feet, an arc length of 120.28 feet, and a chord distance of 119.90 feet which bears N25°35'19"W; thence N05°07'44"E, along said South Right-of-Way line, a distance of 38.15 feet; thence N32°39'48"W, a distance of 72.17 feet to a point on the North Right-of-Way line of said Weaver Road; thence along said North Right-of-Way line, along a non-tangent curve to the right, said curve having a radius of 565.00 feet, an arc length of 283.38 feet, and a chord distance of 280.41 feet which bears S56°58'40"W; thence N88°22'51"W, a distance of 319.43 feet to a point on the West line of the SE¼ of said SE¼ and the East line of Wellington Hills, a subdivision recorded in Plat Book JJ at Page 12; thence N01°59'02"E, along said West line of said SE¼ of the SE¼ and said East line of Wellington Hills, a distance of 1259.46 feet to the Northwest corner of said SE¼ of the SE¼ and the Northeast corner of said Wellington Hills; thence N88°33'49"W, along the South line of said NW¼ of the SE¼ and the North lines of said Wellington Hills and Wellington Hills 1st Addition, a subdivision recorded in Plat Book KK at Page 12, a distance of 1331.46 feet to the Southwest corner of said NW¼ of the SE¼, the Northwest corner of said Wellington Hills 1st Addition and the Southeast corner of Quail Creek Phase V, a subdivision recorded in Plat Book PP at Page 81; thence N01°52'40"E, along the West line of said NW¼ of the SE¼ and the East lines of said Quail Creek Phase V and Quail Creek Phase IV, a subdivision recorded in Plat Book OO at Page 41, a distance of 1324.45 feet to the POINT OF BEGINNING. Containing 100.875 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

The above description to be used only for the purpose of establishing the boundaries of a tax district and should not be used for any other purposes.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: RW Developments, LLC
Project No.: 018-0851

EXHIBIT B

Map of District Boundaries

CID EXHIBIT

THE RIDGE AT WARD BRANCH

ALL OF THE NWA 36N & PART OF THE E1/4-36N
SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

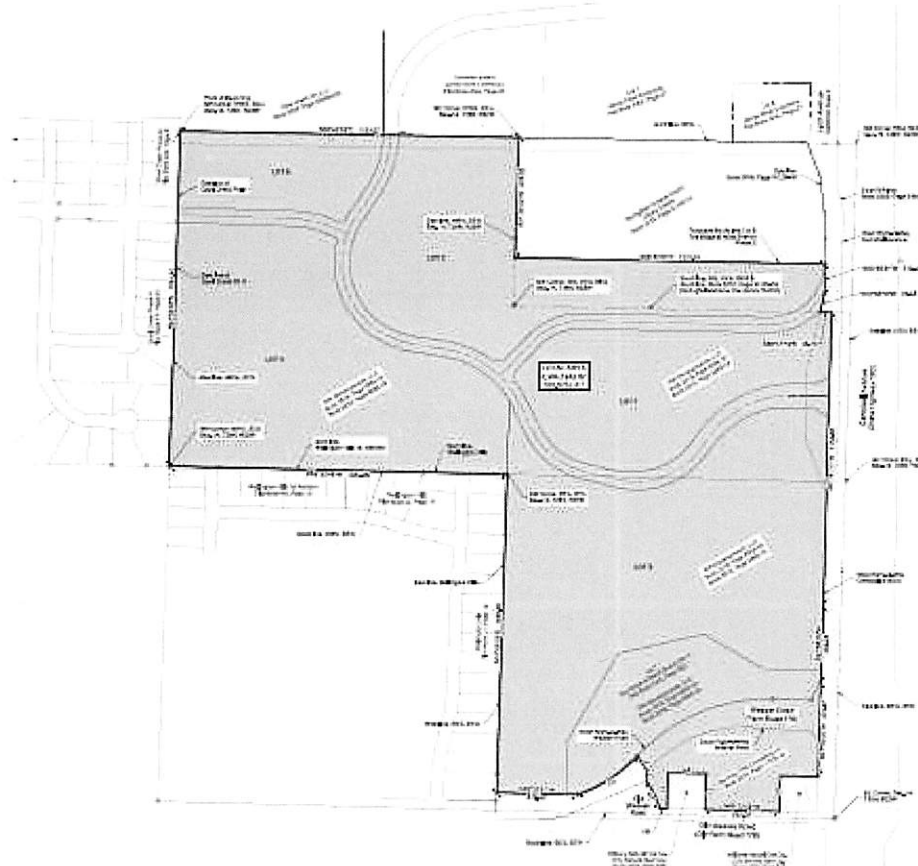


Table 1		
Case No.	Modeling	Category
1	Supervised	Supervised
2	Unsupervised	Unsupervised
3	Hybrid	Hybrid
4	Deep Learning	Deep Learning
5	Ensemble	Ensemble
6	Reinforcement	Reinforcement
7	Transfer Learning	Transfer Learning
8	Generative Adversarial	Generative Adversarial
9	Bayesian	Bayesian
10	Evolutionary	Evolutionary

CUTTING TABLE				
Cut	Size	Length	Quantity	Notes
1	1/2" x 1/2"	100 ft	100	100
2	1/2" x 1/2"	100 ft	100	100



NOTE
 Because the word is already plural, it is incorrect to use the
 conjunction of a plural noun with *and*. For example, *the
 three property laws* has been replaced by *the property law*
 property laws already included.



Item No.	QTY	UNIT	DESCRIPTION	AMOUNT
1	1	EA	1.000000	1.000000
2	1	EA	2.000000	2.000000
3	1	EA	3.000000	3.000000
4	1	EA	4.000000	4.000000
5	1	EA	5.000000	5.000000
6	1	EA	6.000000	6.000000
7	1	EA	7.000000	7.000000
8	1	EA	8.000000	8.000000
9	1	EA	9.000000	9.000000
10	1	EA	10.000000	10.000000
11	1	EA	11.000000	11.000000
12	1	EA	12.000000	12.000000
13	1	EA	13.000000	13.000000
14	1	EA	14.000000	14.000000
15	1	EA	15.000000	15.000000
16	1	EA	16.000000	16.000000
17	1	EA	17.000000	17.000000
18	1	EA	18.000000	18.000000
19	1	EA	19.000000	19.000000
20	1	EA	20.000000	20.000000
21	1	EA	21.000000	21.000000
22	1	EA	22.000000	22.000000
23	1	EA	23.000000	23.000000
24	1	EA	24.000000	24.000000
25	1	EA	25.000000	25.000000
26	1	EA	26.000000	26.000000
27	1	EA	27.000000	27.000000
28	1	EA	28.000000	28.000000
29	1	EA	29.000000	29.000000
30	1	EA	30.000000	30.000000
31	1	EA	31.000000	31.000000
32	1	EA	32.000000	32.000000
33	1	EA	33.000000	33.000000
34	1	EA	34.000000	34.000000
35	1	EA	35.000000	35.000000
36	1	EA	36.000000	36.000000
37	1	EA	37.000000	37.000000
38	1	EA	38.000000	38.000000
39	1	EA	39.000000	39.000000
40	1	EA	40.000000	40.000000
41	1	EA	41.000000	41.000000
42	1	EA	42.000000	42.000000
43	1	EA	43.000000	43.000000
44	1	EA	44.000000	44.000000
45	1	EA	45.000000	45.000000
46	1	EA	46.000000	46.000000
47	1	EA	47.000000	47.000000
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67	1	EA	67.000000	67.000000
68	1	EA	68.000000	68.000000
69	1	EA	69.000000	69.00000

◀▶ English • Fields of Word Branches

olsson

1. **Address:** 10000 1st Avenue, Suite 100, San Diego, CA 92123
 2. **Phone:** (619) 594-1000
 3. **Fax:** (619) 594-1001
 4. **E-mail:** info@san-diego.com
 5. **Website:** <http://www.san-diego.com>

EXHIBIT C

List of Owners of Real Property within District

Owner	Parcel ID	Assessed Value (2020)	Acres
RW Developments	1814400127	\$50,300.00	83.83
Springfield Green County Library District	1814400119	\$00.00	5.33 ¹
Daniel Pinheiro	1814400126	\$ 7,670.00	6.19
Burning Tree Consulting LLC	1814400124	\$ 6,010.00	3.48

¹ The District only includes a portion of the Parcel. The total parcel includes 18.84 acres.

EXHIBIT D

FIVE-YEAR PLAN

I.

District

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

- 1) Provide or cause to be provided, for the benefit of the District, the CID Project, as described below;
- 2) To levy and collect the CID Sales and Use Tax in order to provide a source of repayment for the CID Project;
- 3) To complete the tasks stated in the Petition; and
- 4) Such other purposes as authorized by the CID Act.

B. Operations and Governance. The operations and governance of the District shall include, but not be limited to, the following:

- 1) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the CID Act;
- 2) Arranging for the construction of the CID Project and incurring all costs necessary or incidental to plan, acquire, finance, develop, design and construct the CID Project;
- 3) Developing funding sources, including the levying of the CID Sales and Use Tax, necessary in order to pay for the administrative and operating costs of the District and to pay for the CID Project in a manner provided in this Petition and as authorized by the CID Act;
- 4) Providing ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the Act and the Cooperative Agreement; and,
- 5) Employing or contracting for necessary agents, attorneys, engineers, architects, appraisers, construction managers, environmental inspectors and other professionals order to facilitate the construction of the CID Project and the orderly administrative of the District;
- 6) Complying with the terms and conditions of the ordinance of the City authorizing the creation of the District and the Intergovernmental Agreement; and
- 7) Providing such other services as are authorized by the CID Act that are necessary to effectuate the abovementioned purposes of the District.

C. CID Project. The District shall construct, reconstruct, install, repair, maintain, and equip (or cause to be constructed, reconstructed, installed, repaired, maintained, and equipped) those public improvements necessary or desirable in connection with the construction of a mixed-use development containing residential, commercial/retail, senior living, and hospitality/entertainment uses (the "**CID Project**"), including:

- 1) Pedestrian or shopping malls and plazas;
- 2) Community gathering spaces;
- 2) Parks, lawns, trees, and any other landscape;
- 3) Sidewalks, trails, streets, ramps, traffic signs;
- 4) Utilities, drainage, water, storm and sewer systems,;
- 5) Streetscape, lighting, trash receptacles, marquees, walls, and barriers; and

- 6) Accompanying grading, site work, blasting, or other related infrastructure or site improvements in connection with items (1) – (5).

The estimated costs of the CID Project (together with costs necessary or incidental to plan, acquire, finance, develop, design and construct the CID Project) are set forth in the attached Exhibit D-1. The party or parties constructing the CID Project may only be reimbursed by the CID Sales Tax for the amounts identified as Reimbursable Project Costs on this Exhibit D-1 (the “*Reimbursable Project Costs*”).

- D. Budget.** The estimated five-year budget for the District is attached to and made a part of this Petition as Exhibit D-2, including the anticipated revenues from the CID Sales Tax. During the term of the District, the annual costs of the administration of the District will be paid out of the CID Revenues.

E. District Timeline.

- | | |
|------------------------------|---|
| YEAR ONE
(2020) | The CID will enter into the Intergovernmental Agreement with the City, the TDD and the Developer. The District will commence the CID Project. The District will finalize organization of the District, including adopting bylaws and an open records policy. The District will authorize an election on the imposition of the CID Sales Tax. The District will undertake administrative tasks as required by the CID Act. |
| YEAR TWO
(2021) | Work on the District Project will be completed during the second year. The District will undertake administrative tasks as required by the CID Act, including the appointment of a new slate of Directors. |
| YEAR THREE
(2022) | The funding base for the CID Project will be secured and the CID Revenues will be applied or otherwise used to fund or reimburse costs permitted under the CID Act as set forth in the Petition, the Redevelopment Plan, and the Intergovernmental Agreement. The District will undertake administrative tasks as required by the CID Act. |
| YEAR FOUR
(2023) | The CID Revenues will be applied or otherwise used to fund or reimburse costs permitted under the CID Act as set forth in the Petition, the Redevelopment Plan, and the Intergovernmental Agreement. The District will undertake administrative tasks as required by the CID Act, including the appointment of a new slate of Directors. |
| YEAR FIVE
(2024) | The CID Revenues will be applied or otherwise used to fund or reimburse costs permitted under the CID Act. The District will undertake administrative tasks as required by the CID Act. |

EXHIBIT D-1

Estimated Costs

Public Work	CID
Mobilization and General Conditions	\$ 177,170.00
Erosion Control	\$ 24,187.50
Removal of Improvements	\$ 17,420.00
Clearing	\$ 19,430.00
Earthwork	\$ 1,239,075.00
Storm Sewers	\$ 1,224,480.00
Roads	\$ 50,000.00
Sidewalks	\$ 50,000.00
Trail	\$ 88,800.00
Sanitary Sewer	\$ 226,900.00
Gas & Water	\$ 509,555.00
Electric	\$ 722,330.00
Contingency	\$ 196,503.06
Street Scaping	\$ 525,000.00
Entry Landscaping / Retaining Walls	\$ 787,500.00
Exterior Community Space	\$ 2,730,000.00
Soft Costs	
Consultants & Professionals	\$ 1,139,367.00
Construction Testing	\$ 50,000.00
Administrative Costs	\$ 292,000.00
Property Acquisition	\$ 2,084,467.44
Stormwater Buyerout	\$ 205,000.00
Interest**	\$ 1,235,918.40
	\$ 13,595,103.40

NOTE: The amounts shown above are preliminary estimates; actual costs will vary from the above preliminary estimates. Categories and amounts are for illustration purposes only and are not intended to establish limitations for any particular purpose; provided however, the amount of interest may not be increased. The amount shown above excludes cost of issuance and accrued interest on any outstanding obligations issued by the District.

** Interest on construction financing during the construction of the CID Project. Any interest that accrues after the completion of the CID Project (as evidenced by approval of a certificate of completion by the City) shall not be reimbursable.

EXHIBIT D-2

Five-Year Budget

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
CID Sales Tax (1%)	\$ -	\$ -	\$ 152,831.00	\$ 211,469.00	\$ 231,394.00	\$ 253,917.00
Total Revenue	\$ -	\$ -	\$ 152,831.00	\$ 211,469.00	\$ 231,394.00	\$ 253,917.00
City Admin Fee	\$ -	\$ -	\$ 2,292.47	\$ 3,172.04	\$ 3,470.91	\$ 3,808.76
District Expenses	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Developer Reimbursement	\$ -	\$ -	\$ 110,538.54	\$ 198,296.97	\$ 217,923.09	\$ 240,108.25
Total Disbursements	\$ -	\$ -	\$ 152,831.00	\$ 211,469.00	\$ 231,394.00	\$ 253,917.00

NOTE: Estimated District Expenses include legal fees (including petition costs), administrative fees, insurance and accounting fees.

City Clerk Verification

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

1. A petition to establish The Ridge at Ward Branch Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 22nd day of June 2020.
2. I have reviewed the petition and have determined on June 30, 2020, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: June 30, 2020

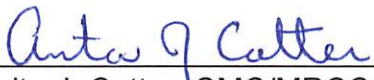

Anita J. Cotter, CMC/MRCC
City Clerk

Exhibit 2

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

And the

**RIDGE AT WARD BRANCH
COMMUNITY IMPROVEMENT DISTRICT**

and

RW DEVELOPMENTS, LLC

dated as of

_____, 2020

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("**Agreement**"), entered into as of this ____ day of _____, 2020, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "**City**"), the **RIDGE AT WARD BRANCH COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the "**District**"), and **RW DEVELOPMENTS, LLC** (the "**Developer**") (the City, District and Developer being sometimes collectively referred to herein as the "**Parties**", and individually as a "**Party**", as the context so requires).

WITNESSETH:

WHEREAS, on June ____, 2020 the Developer filed the "Petition to Establish the Ridge at Ward Branch Community Improvement District" (the "**Petition**"), which proposed formation of the District to reimburse the Developer for certain costs associated with design and construction of the development (the "**Development**"); and

WHEREAS, the City Council of Springfield, Missouri (the "**City Council**"), did on _____, 20_____, pass Special Ordinance No. _____, which approved the Petition and formed the District; and

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

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

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

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

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

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

Section 1.2 Definitions.

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

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

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

“CID Projects” means the streets, sewer lines, water lines, storm water basins and storm water control devices, street lighting, traffic control devices, signage of streets and property identification, sidewalks, landscaping along public walkways and streets, and any other public improvements within the District, eligible under the CID Act, that are constructed for or in connection with the Development, as set forth in the Petition and further described in **Exhibit “A-1”** attached hereto.

“CID Sales and Use Tax” means the sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within their boundaries pursuant to the CID Act, in the amount not to exceed one percent (1%).

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

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

“District” is the Ridge at Ward Branch Community Improvement District, which includes all real property described on **Exhibit “A”**.

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

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

diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

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

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

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

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

(2) All Operating Costs of the District; and

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

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

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

B. The CID has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of District’s Board of Directors (the **“Board”**), the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions

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

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

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

Section 2.2 Representations by the City.

The City represents that:

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

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

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

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

Section 2.3 Representations by the Developer.

The Developer represents that:

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

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

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

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

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District shall receive the CID Sales Tax Revenue from the Department of Revenue, or collected by the City as provided herein, which shall be used to reimburse the Developer for Reimbursable Project Costs incurred by the Developer and the District for Operating Costs incurred by the District (and/or advanced by the Developer) in the order of priority set forth herein. The District and the City shall have no obligation to reimburse the Developer for Project Costs until a Certificate has been approved (as described in [Section 4.3](#)) and after and to the extent CID Sales Tax Revenues have been collected and are available for payment to Developer in accordance with this Agreement.

Section 3.2 Administration and Collection of the CID Sales Tax.

The Parties anticipate that the CID Sales Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act. In the event that the Department of Revenue refuses such collection and allows the City to collect in lieu of state collection, the City shall collect the CID Sales Tax. The City agrees to perform for the District all functions incident to the administration and enforcement

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

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

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

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

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

Section 3.4 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District, which shall be approved by the District. In the event the CID Sales Tax Revenue does not fully cover the District's Operating Costs, the Developer may advance the Operating Costs, and any amounts so advanced shall be reimbursed in subsequent fiscal years.

Section 3.5 Enforcement of the CID Sales Tax.

The District authorizes the City, to the extent permitted by law, to take any and all actions necessary for collection and enforcement of the CID Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend in action, lawsuit or proceeding or take any other action

involving third persons which the City deems reasonably necessary in order to secure the payment of any CID Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

Section 3.6 Distribution of the CID Sales Tax Revenue.

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

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

Section 3.7 Records of the CID Sales Tax.

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

Section 3.8 Repeal of the CID Sales Tax.

When: (1) the Developer has been fully reimbursed for the costs incurred by the Developer: (a) to finance the CID Project and Reimbursable Project Costs, (b) to pay ongoing Operating Costs associated with and required by the business of the District, or (2); _____, 2060, whichever occurs first, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if: (1) any CID Sales Tax Revenue is due to the City for outstanding Administrative Fees; or (2) the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or (3) any portion of the District's obligations remain unpaid. The City's obligation to perform for the District any functions incident to the administration, collection, enforcement and operation of the CID Sales Tax for the District shall terminate concurrent with the repeal of the CID Sales Tax levied by the District. Upon repeal of any CID Sales Tax, the District shall:

- A. Pay the City's Administrative Fee and Collection Fee, if applicable, to which it is entitled in accordance with this Agreement.
- B. Pay all outstanding Operating Costs to the District.
- C. Pay all unpaid Reimbursable Project Costs to the Developer.

D. Retain any remaining CID Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1 Design and Construction of CID Project.

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

Section 4.2 Financing the CID Project.

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

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Project (or any applicable portion of any CID Project), or upon payment by the Developer of any Operating Costs, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs ("**Certificate**") using the form attached as **Exhibit "D"**. If the certificate includes any Reimbursable Project Costs, then the Developer shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the City determines that the CID Project, or an applicable portion of any CID Project, has been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the City shall approve the Certificate and the amounts stated therein for payment. If the CID Project, or an applicable portion of any CID Project, is not complete, or any amount submitted for reimbursement are not Reimbursable project Costs, then the City shall not approve the certificate and the amounts stated therein for payment, and shall specify in writing within sixty (60) days after receiving Developer's Certificate the reason(s) for withholding its approval. If the City does not specify reasons for withholding its approval within said 60-day period, the Certificate shall be deemed approved. Upon request of the Developer or the Board, the City shall hold a hearing at which the Developer or the Board may present new and/or additional evidence. Developer shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost. All outstanding Reimbursable Project Costs shall accrue interest at the lesser of (a) the Prime Rate plus one and one-half percent (1.5%), or (b) ten percent (10%) per annum, compounded semiannually, from the date that such costs are approved (or

deemed approved) as set forth in this Section. **“Prime Rate”** means the prime rate reported in the “Money Rates” column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least **75%** of the nation’s **30** largest banks, or any successor thereto. If *The Wall Street Journal* ceases publication of the Prime Rate, then “Prime Rate” shall mean the “prime rate” or “base rate” announced by U.S. Bank, National Association.

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

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

Section 4.5 Annual Budget.

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

Section 4.6 New CID Projects.

The District may use CID Sales Tax Revenue, as such revenues are available, to pay Project Costs for all CID Projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any additional CID Projects which are not reasonably described in Exhibit D to the Petition, except with the prior approval of the City Council. Payments due to the City pursuant to the priority established in Section 3.6 for its Administrative Fee shall take priority over any costs associated with new CID Projects.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the Districts.

The District shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles, consistently applied, and will furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the

covenants, terms and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties that are otherwise considered public information and not confidential in nature shall at all times during regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

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

Section 5.3 Consent by Tenants and Transferees.

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

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Ridge at Ward Branch_Community Improvement District ("District") created by Springfield, Missouri (the "City"), and that the District imposes a sales tax on Tenant's economic activities which will be applied toward the costs of improvements for the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District, and the City, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

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

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

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

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

The Parties agree that:

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

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

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

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

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

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

Section 6.2 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings, at law or in equity, enforce its rights against the defaulting Party, to require and compel duties and obligations required by the provisions of this Agreement. For the avoidance of doubt, in no

event shall an Event of Default effect the enforceability or validity of CID's obligation to pay approved Reimbursable Project Costs in accordance with this Agreement.

Section 6.3 Rights and Remedies Cumulative.

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

Section 6.4 Waiver of Breach.

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

Section 6.5 Excusable Delays.

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

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

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

Section 7.2 Immunities.

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

Section 7.3 Modification.

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

Section 7.4 Applicable Law.

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

Section 7.5 Validity and Severability.

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

Section 7.6 Execution of Counterparts.

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

Section 7.7 City Approvals.

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

Section 7.8 District Approvals.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

THE CITY OF SPRINGFIELD, MISSOURI

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

**RIDGE AT WARD BRANCH COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Name:
Title:

ATTEST

By: _____

RW DEVELOPMENTS, LLC

By: _____

Name:

Title:

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

A tract of land being all of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and a part of the East One-Half (E½) of the Southeast Quarter (SE¼) of Section 14, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri, being a part of the tracts of land described in the Warranty Deeds recorded in the Greene County Recorder's Office in Book 2019 at Page 6684-19, Book 2019 at Page 6685-19 and Book 2018 at Page 17230-18, more particularly described as follows:

BEGINNING at the Northwest corner of said NW¼ of the SE¼, said point being on the East line of Quail Creek Phase IV, a subdivision recorded in Plat Book OO at Page 41; thence S88°48'38"E, along the North line of said SE¼, a distance of 1333.97 feet to the Northeast corner of said NW¼ of the SE¼; thence S01°59'02"W, along the East line of said NW¼ of the SE¼, a distance of 474.82 feet; thence S88°42'53"E, a distance of 1220.81 feet to a point on the East line of said tract of land recorded in Book 2018 at Page 31129-18; thence S00°53'57"W, along said East line, a distance of 119.12 feet; thence S13°38'10"W, along said East line, a distance of 73.44 feet; thence S88°41'14"E, a distance of 46.74 feet to a point on the West Right-of-Way line of Campbell Avenue, as it now exists; thence S01°41'11"W, along said West Right-of-Way line, a distance of 1155.82 feet; thence S01°56'00"W, along said West Right-of-Way line, a distance of 680.31 feet to the Northeast corner of a tract of land recorded in Book 1079 at Page 539; thence N88°24'08"W, along the North line of said Book 1079 at Page 539, 147.78 feet; thence S01°58'32"W, along the West line of said Book 1079 at Page 539, 140.00 feet to a point on the North Right-of-Way line of Old Weaver Road; thence N88°22'59"W, along said North Right-of-Way line, 292.00 feet to the Southeast corner of said Book 1079 at Page 539; thence N01°58'32"E, along the East line of said Book 1079 at Page 539, 140.00 feet; thence N88°22'59"W, along the North line of said Book 1079 at Page 539, 150.00 feet; thence S01°58'32"W, along the West line of said Book 1079 at Page 539, 140.00 feet to a point on said North Right-of-Way line; thence N88°22'59"W, along said North Right-of-Way line, 28.20 feet to a point on the Southerly Right-of-Way line of Weaver Road (Farm Road 178), as it now exists; thence along said South Right-of-Way line, along a non-tangent curve to the left, said curve having a radius of 436.50 feet, an arc length of 120.28 feet, and a chord distance of 119.90 feet which bears N25°35'19"W; thence N05°07'44"E, along said South Right-of-Way line, a distance of 38.15 feet; thence N32°39'48"W, a distance of 72.17 feet to a point on the North Right-of-Way line of said Weaver Road; thence along said North Right-of-Way line, along a non-tangent curve to the right, said curve having a radius of 565.00 feet, an arc length of 283.38 feet, and a chord distance of 280.41 feet which bears S56°58'40"W; thence N88°22'51"W, a distance of 319.43 feet to a point on the West line of the SE¼ of said SE¼ and the East line of Wellington Hills, a subdivision recorded in Plat Book JJ at Page 12; thence N01°59'02"E, along said West line of said SE¼ of the SE¼ and said East line of Wellington Hills, a distance of 1259.46 feet to the Northwest corner of said SE¼ of the SE¼ and the Northeast corner of said Wellington Hills; thence N88°33'49"W, along the South line of said NW¼ of the SE¼ and the North lines of said Wellington Hills and Wellington Hills 1st Addition, a subdivision recorded in Plat Book KK at Page 12, a distance of 1331.46 feet to the Southwest corner of said NW¼ of the SE¼, the Northwest corner of said Wellington Hills 1st Addition and the Southeast corner of Quail Creek Phase V, a subdivision recorded in Plat Book PP at Page 81; thence N01°52'40"E, along the West line of said NW¼ of the SE¼ and the East lines of said Quail Creek Phase V and Quail Creek Phase IV, a subdivision recorded in Plat Book OO at Page 41, a distance of 1324.45 feet to the POINT OF BEGINNING. Containing 100.875 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

The above description to be used only for the purpose of establishing the boundaries of a tax district and should not be used for any other purposes.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: RW Developments, LLC
Project No.: 018-0851

EXHIBIT A-1

ESTIMATED COSTS OF CID PROJECT

A. Estimated CID Project Costs

Public Work	CID
Mobilization and General Conditions	\$ 177,170.00
Erosion Control	\$ 24,187.50
Removal of Improvements	\$ 17,420.00
Clearing	\$ 19,430.00
Earthwork	\$ 1,239,075.00
Storm Sewers	\$ 1,224,480.00
Roads	\$ 50,000.00
Sidewalks	\$ 50,000.00
Trail	\$ 88,800.00
Sanitary Sewer	\$ 226,900.00
Gas & Water	\$ 509,555.00
Electric	\$ 722,330.00
Contingency	\$ 196,503.06
Street Scaping	\$ 525,000.00
Entry Landscaping / Retaining Walls	\$ 787,500.00
Exterior Community Space	\$ 2,730,000.00
Soft Costs	
Consultants & Professionals	\$ 1,139,367.00
Construction Testing	\$ 50,000.00
Administrative Costs	\$ 292,000.00
Property Acquisition	\$ 2,084,467.44
Stormwater Buyerout	\$ 205,000.00
Interest**	\$ 1,235,918.40
	\$ 13,595,103.40

NOTE: The amounts shown above are preliminary estimates; actual costs will vary from the above preliminary estimates. Categories and amounts are for illustration purposes only and are not intended to establish limitations for any particular purpose; provided however, the amount of interest may not be increased. The amount shown above excludes cost of issuance and accrued interest on any outstanding obligations issued by the District.

** Interest on construction financing during the construction of the CID Project. Any interest that accrues after the completion of the CID Project (as evidenced by approval of a certificate of completion by the City) shall not be reimbursable.

B. Projected CID Revenue/Disbursement Budget

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
CID Sales Tax (1%)	\$ -	\$ -	\$ 152,831.00	\$ 211,469.00	\$ 231,394.00	\$ 253,917.00
Total Revenue	\$ -	\$ -	\$ 152,831.00	\$ 211,469.00	\$ 231,394.00	\$ 253,917.00
City Admin Fee	\$ -	\$ -	\$ 2,292.47	\$ 3,172.04	\$ 3,470.91	\$ 3,808.76
District Expenses	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Developer Reimbursement	\$ -	\$ -	\$ 110,538.54	\$ 198,296.97	\$ 217,923.09	\$ 240,108.25
Total Disbursements	\$ -	\$ -	\$ 152,831.00	\$ 211,469.00	\$ 231,394.00	\$ 253,917.00

EXHIBIT B MAP OF DISTRICT



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

**CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

To: City Manager, City of Springfield, Missouri
cc: Executive Director, the Ridge at Ward Branch Community Improvement District

Re: Completion and Certification of the Ridge at Ward Branch Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 2020 (the "Agreement") between the City of Springfield, the Ridge at Ward Branch Community Improvement District and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:

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

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

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

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

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

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

13. All outstanding Reimbursable Project Costs (and Operating Costs) shall accrue interest at the rate set forth in Section 4.3 of the Agreement, compounded semiannually, from the date such costs are approved.

Dated this _____ day of _____, 20____.

RW Developments, LLC

By: _____

Name: _____

Title: _____

Approved:

CITY OF SPRINGFIELD, MISSOURI,
agent for the _____ Community Improvement District

By: _____

Name: _____

Title: _____

Date: _____

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

Itemization of Reimbursable Project Costs

EXHIBIT "D"

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

To: City of Springfield, Missouri

Re: Certification of the _____ Payment of Administrative Fee

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

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

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

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

Dated this ____ day of _____, 20__.

**RIDGE AT WARD BRANCH COMMUNITY
IMPROVEMENT DISTRICT**

By: _____

Name: _____

Title: _____

Payment accepted this ____ day of _____, 20__:

CITY OF SPRINGFIELD, MISSOURI,

By: _____

Name: _____

Title: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 07-07-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 164

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Commercial Street Parking Lot and
2 Pedestrian Alleyway Improvement Project; accepting the bid of Hunter
3 Chase & Associates, Inc., in the amount of \$522,660.40, for the
4 project; and authorizing the City Manager, or his designee, to enter into
5 a contract with such bidder.
6 _____
7

8 WHEREAS, the Commercial Street Parking Lot and Pedestrian Alleyway
9 Improvement Project, Plan No. 2019PW0007 (hereafter 'Project'), will improve
10 pedestrian safety and enhance Quality of Place through lighting, resurfacing and
11 crosswalk enhancements; and
12

13 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
14 *Events* from May 19, 2020, through May 24, 2020, and all bids were opened on June 9,
15 2020; and
16

17 WHEREAS, Hunter Chase & Associates, Inc., is the lowest responsive and
18 responsible bidder for the Project.
19

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

23 Section 1 – City Council hereby approves the plans and specifications for the
24 Project generally referred to as Plan No. 2019PW0007, and accepts the bid of Hunter
25 Chase & Associates, Inc., for said Project, at the price and sum of \$522,660.40, except
26 as said sum may be lawfully increased or decreased by the actual quantities of work
27 units involved.
28

29 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
30 a contract with said bidder, said contract to be in substantially similar form to the
31 document attached hereto, and incorporated herein by this reference, as "Exhibit B,"
32 and in accordance with the terms of the bid, the plans, and the specifications.
33

34 Section 3 – All workers performing work under the contract attached hereto as
35 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
36 work of a similar character in this locality or the public works contracting minimum wage,
37 whichever is applicable. Contractor shall fully comply with the provisions and
38 requirements of the Missouri State Prevailing Wage Law. Contractors and any
39 subcontractor performing work under this contract must provide a 10-hour OSHA
40 construction safety training program, or similar program approved by the Department of
41 Labor, for on-site employees, unless employees demonstrate they previously completed
42 the program.

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

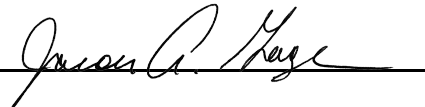
46
47 Passed at meeting: _____

48
49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55 Filed as Ordinance: _____

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

59
60
61 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-163

FILED: 07-07-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Commercial Street Parking Lot and Pedestrian Alleyway Improvement Project; accepting the bid of Hunter Chase & Associates, Inc., in the amount of \$522,660.40, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: This project consists of improvements for the Alleyway located between Campbell Avenue and Boonville Avenue, the Alleyway between Robberson Avenue and Jefferson Avenue, and the public parking lot located at Blaine Street and Jefferson Avenue, as shown in "Exhibit A," the project location map. This project will include lighting improvements, parking lot resurfacing, minor stormwater/water quality improvements, stamped crosswalks, and other decorative elements.

Bids were solicited for this project by advertising in the *Daily Events* from May 19, 2020 to May 24, 2020. Bids were opened on June 9, 2020 at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Hunter Chase	\$522,660.40
Carson Mitchell	\$536,417.03
Engineer's Estimate	\$360,499.75

The lowest bid for this project was 45 percent above the Engineer's Estimate. The low bid, if accepted, will be partially funded by the Commercial Street TIF Fund (\$359,348.27), which was previously allocated. The Commercial Street TIF Fund, through reallocation of the Commercial Street TIF Facade Loan Program, will fund an additional \$66,000. The remaining \$97,312.13 will be funded by the ¼-Cent Capital Improvement Sales Tax and is already budgeted.

Supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

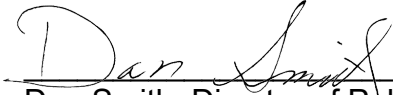
REMARKS: Public Works recommends acceptance of the bid of Hunter Chase & Associates, Inc. as the lowest responsible bid and passage of this Ordinance.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

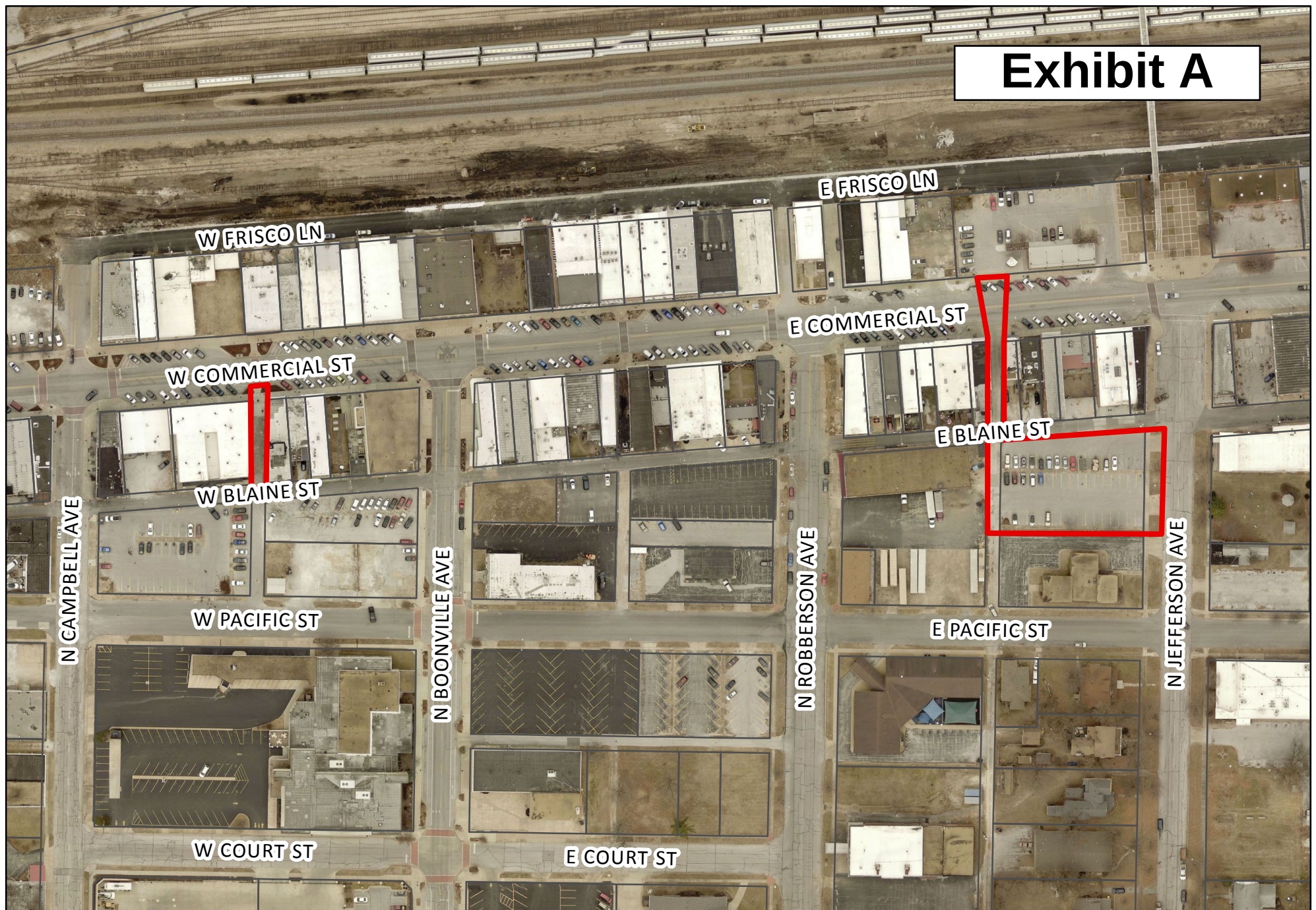


Exhibit B

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) 864-1945 FAX: (417) 864-1907 ATTN: ANDY HAASE DEPT.: PUBLIC WORKS		NAME: HUNTER CHASE & ASSOCIATES, INC. ADDRESS: 1200 E. WOODHURST J-200 SPRINGFIELD, MO 65804 PHONE: (417) 882-2062 FAX: (417) 882-7877 ATTN: MARY BETH HARTMAN	

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:

Commercial Street Parking Lot and Pedestrian Alleyway Improvements 2019PW0007

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 within 60 calendar days 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.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If 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 calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. 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 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 accident or occurrence.

d. **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.

e. **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.

f. **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.

4. 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 **Five Hundred Twenty-Two Thousand Six Hundred Sixty Dollars and Forty Cents (\$522,660.40)** (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.

5. 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.

6. 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.

7. 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 \$1000 per day for each and every calendar day 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.

8. Termination for Cause. 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.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, 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.

10. Termination for Convenience of City. The City shall have the right at any time 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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. 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 **Five Hundred Twenty-Two Thousand Six Hundred Sixty Dollars and Forty Cents (\$522,660.40)** 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. 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.

16. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (10-01-19 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

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.

17. 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.

18. 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 RSMo Section 105.450 et seq. shall not be violated.

19. 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.

20. 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.**

21. 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 RSMo.

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.

22. 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.

23. 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.

24. 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. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. 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. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. 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.

26. 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.

27. 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.

28. 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.

REVIEWED BY:

RECOMMENDED BY:

Director of Public Works or Acting Director

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

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

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-07-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020 - 165

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a donation of mosaic
2 artwork valued at \$15,000.00 from the Commercial Club of Springfield,
3 Missouri, for inclusion in sidewalk construction and enhancement in the
4 Commercial Street area.
5 _____
6

7 WHEREAS, the Commercial Club has acquired from artist Christine Schilling two
8 mosaics to be incorporated into design and construction of sidewalks and pedestrian
9 walkways; and
10

11 WHEREAS, the Commercial Club has offered to donate these mosaics to the
12 City for inclusion in sidewalk construction programs in the Commercial Street area; and
13

14 WHEREAS, the Commercial Club has passed a Resolution approving this
15 donation as shown in the attached "Exhibit 1"; and
16

17 WHEREAS, the inclusion of these designs will contribute to Quality of Place in
18 Springfield, Missouri.
19

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

23 Section 1 – The City Manager, or his designee, is hereby authorized to accept
24 the donation of two mosaic artworks with a value of \$15,000.00, created by Christine
25 Schilling and donated by the Commercial Club of Springfield, Missouri, as is fully set
26 forth and incorporated herein as attached "Exhibit 1."
27

28 Section 2 – City Council greatly appreciates the donation and wishes to express
29 its sincerest thanks to the members of the Commercial Club of Springfield, Missouri for
30 their donation.
31

32 Section 3 – This Ordinance shall be in full force and effect from and after
33 passage.

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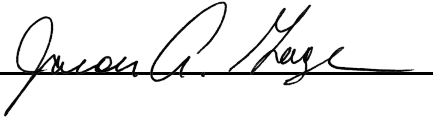
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-164

FILED: 07-07-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to accept a donation of mosaic artwork from the Commercial Club of Springfield, Missouri, valued at \$15,000.00, for inclusion in sidewalk construction and enhancement in the Commercial Street area.

BACKGROUND INFORMATION: Public parking lot enhancements, pedestrian alleyway improvements, and a streetscaped crosswalk are planned public improvements for the Commercial Street area. The Public Works Department was approached by Commercial Club seeking an opportunity to provide a donation in the form of artwork to support placemaking and beautification of the planned public improvement.

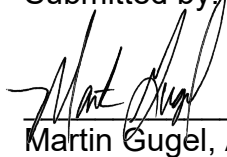
The proposed artwork is valued at \$15,000 and will be incorporated into the Commercial Street alleyway improvement project.

Supports the following City Council Priorities:

- Quality of Place
- Fiscal sustainability

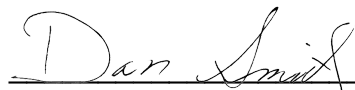
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit 1

RESOLUTION OF THE COMMERCIAL CLUB OF SPRINGFIELD, MISSOURI

Adopted at a Regular Meeting on June 2, 2020

At a regularly scheduled monthly meeting of the Commercial Club of Springfield, Missouri (the "Club") held on June 2, 2020, the Club voted to secure funding for two Mosaic Public Art Installations (the "Project") The Project consists of Mosaic designs embedded in concrete pathways in two alleyways connecting Historic Commercial Street to Blaine Street between Jefferson and Campbell Avenues. The Club voted to convey ownership of said Public Art Project to the City of Springfield immediately upon completion.

APPROVAL OF THE AMENDMENT TO ACCEPT DONATION OF TWO MOSAIC PUBLIC ART INSTALLATIONS FROM COMMERCIAL CLUB OF SPRINGFIELD

WHEREAS, the Commercial Club of Springfield, a Missouri nonprofit corporation, one of Springfield's oldest civic organizations, is dedicated to the preservation, promotion, protection and beautification of the Commercial Street Historic District (C-Street) and;

WHEREAS, the Club has always participated in supporting each and every past streetscape improvement and wishes to do so again in this current round of TIF-funded enhancements;

WHEREAS, the Club currently houses a collection of a dozen Public Art Sculptures and Installations, including mosaic installations by Christine Schilling, (MosaicaRose Studio), a resident, property owner and business owner in the district and an internationally recognized mosaic artist with more than twenty other mosaic installations in Springfield parks, trails, schools and private residences and, more notably, in five locations in the Commercial Street Historic District and;

WHEREAS, the Commercial Street Historic District is rapidly becoming one of Springfield's more popular destinations, precisely because it expresses a unique Sense of Place and tells the story of Springfield that citizens are so hungry for and;

WHEREAS, the Club wishes to expand its collection of Mosaic Public Art Installations, an art-form which is unique to the Historic C-Street district through this Project and;

WHEREAS, the Project will include multiple community involvement gatherings and;

WHEREAS, the City of Springfield will benefit through the public enjoyment of and civic pride of such high-quality Public Art Installations, concentrated in C-Street's beautiful, ever-evolving business and residential Historic District.

NOW, THEREFORE, BE IT RESOLVED, the Commercial Club of Springfield does hereby request that the Resolution to accept this donation of a Public Art Installation be accepted by the City Council of Springfield, MO.


MARY COLLETTE, PRESIDENT
COMMERCIAL CLUB OF SPRINGFIELD, MO

July 1, 2020

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 07-07-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020 -166

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING expenditures from the Commercial Street Tax Increment Financing
2 Special Allocation Fund for public improvement projects within the
3 Commercial Street Tax Increment Financing District in the amount of
4 \$66,000, which had previously been allocated for the Commercial
5 Street TIF Façade Loan Program. (Staff recommends approval.)
6 _____
7

8 WHEREAS, the Commercial Street Historic District Strategy for Success was
9 approved by Council Resolution 7388 in February 2006 and recommended the use of
10 Tax Increment Financing ("TIF") funding for redevelopment and revitalization; and
11

12 WHEREAS, the Commercial Street TIF Plan ("Plan") was approved by Special
13 Ordinance 25373 on April 7, 2008, to establish a process to fund public improvements
14 within the District; and
15

16 WHEREAS, the Plan outlines projects for which TIF funds may be used and
17 provides for annual input from impacted stake-holders to assist staff in prioritizing
18 projects and recommendations to Council for expenditures of collected funds; and
19

20 WHEREAS, expenditures from the Commercial Street TIF Special Allocation
21 Fund were approved by Special Ordinance 27121 on October 22, 2018, for certain
22 public improvement projects, including allocation of \$120,000 for the Blaine Street
23 Façade Loan Program; and the Blaine Street Façade Loan Program Rules and
24 Regulations were approved by Special Ordinance 27122 on October 22, 2018; and
25

26 WHEREAS, City Council renamed the program to the Commercial Street TIF
27 Façade Loan Program ("Loan Program") and amended the Loan Program Rules and
28 Regulations to make funds remaining in the program available throughout the
29 Commercial Street TIF Redevelopment Area by Special Ordinance 27266 on January
30 13, 2020; and
31

32 WHEREAS, to date, no loan applications have been received and no loans have
33 been made through the Loan Program; and

34 WHEREAS, other TIF funding allocated by Special Ordinance 27121 included
35 public improvements to two pedestrian alleyways and a public parking lot within the TIF
36 Redevelopment Area; and
37

38
39 WHEREAS, public bids for completion of those public improvements is
40 significantly higher than the estimated cost; and
41

42 WHEREAS, City Council now desires to reallocate TIF funds from the Loan
43 Program to the construction of these public improvements.
44

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

48 Section 1 – City Council hereby authorizes that \$66,000 of the funds previously
49 allocated to the Loan Program by Special Ordinance 27121 be instead allocated toward
50 the remaining public improvements listed in Special Ordinance 27121 within the
51 Commercial Street TIF District, specifically the public parking lot at Jefferson Avenue
52 and Blaine Street, an alleyway connecting the parking lot at Jefferson Avenue and
53 Blaine Street to Commercial Street, and Tickle Alley.
54

55 Section 2 – 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 Tuttle, Assistant City Attorney
69

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

EXPLANATION TO COUNCIL BILL 2020-165

FILED: 07-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing expenditures from the Commercial Street Tax Increment Financing Special Allocation Fund for public improvement projects within the Commercial Street Tax Increment Financing District in the amount of \$66,000, which had previously been allocated for the Commercial Street TIF Façade Loan Program. (Staff recommends approval.)

BACKGROUND INFORMATION: The Commercial Street Historic District Strategy for Success was accepted by Council by Resolution 7338 on February 6, 2006. The Strategy recommended use of Tax Increment Financing ("TIF") funds for sustained redevelopment and revitalization. Council directed city staff to prepare a TIF Redevelopment Plan for the area.

City Council approved the Commercial Street TIF Plan by Special Ordinance 25373 on April 7, 2008. The purpose of the Plan is to establish a process by which public improvements within the area will occur and establish a process for redevelopment to occur. The basic philosophy behind the Plan was that public investment in key projects would provide incentive for sustained private investment and redevelopment in the area.

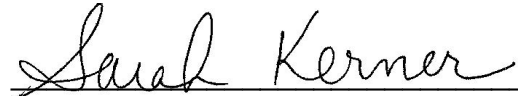
The Plan outlines the projects the TIF funds may be used for and the process by which funds captured by the TIF may be expended. City Council determines how the funds are to be allocated, with stakeholder input and staff recommendation.

City Council approved allocation of \$120,000.00, from the Special Allocation Fund for the Blaine Street Façade Loan Program by Special Ordinance 27121 and adopted Loan Program Rules and Regulations by Special Ordinance 27122 on October 22, 2018. Pursuant to the adopted Loan Program rules, one year after adoption of the Blaine Street Façade Loan Program, all available funds remaining in the program were made available throughout the Commercial Street TIF Redevelopment Area. City Council renamed the program and amended the loan program rules accordingly by Special Ordinance 27266 on January 13, 2020. To date, no loan applications have been received and no loans have been made in this loan program.

REMARKS: The other TIF funding allocated by Special Ordinance 27121 on October 22, 2018, was for public improvements to two pedestrian alleyways and a public parking lot within the TIF Redevelopment Area. The Department of Public Works conducted a public input process for the design of these improvements and recently put the projects out for bid. The bids came in significantly higher than the estimated cost due to high construction demand right now. Public Works believes the bids are fair and is seeking a coordinated approach to funding the additional cost to deliver the project on schedule. The proposed additional funding will come from Public Works, City Utilities, and – if this

bill is approved – reallocation of \$66,000.00, from the Commercial Street TIF Façade Loan Program funds to this project. This leaves \$54,000.00, available to loan through the Commercial Street TIF Façade Loan Program.

Submitted by:



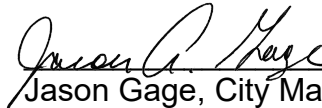
Sarah Kerner, Economic Development Director

Recommended by:



Mary Lilly Smith, Planning Director

Approved by:



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-07-20

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 167

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2019-2020 operating budget of the City of Springfield by
2 increasing both revenue and expenses in the amount of \$368,028.00, in
3 various Special Revenue and Capital Project Funds, for the purpose of
4 accounting for certain reimbursements and associated offsetting
5 expenses.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2019-2020 operating budget for various Special
15 Revenue and Capital Project Funds needs to be adjusted for reimbursements and
16 associated offsetting expense items.
17

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

21 Section 1 – The budget of the City of Springfield for Fiscal Year 2019-2020 is
22 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 057, a copy of which is attached hereto and incorporated herein by this reference
24 as “Exhibit A.”
25

26 Section 2 – City Council finds the budget adjustment has been recommended by
27 the City Manager and that the budget adjustment made herein is necessary to reconcile
28 differences between budgeted revenues and expenditures and actual revenues and
29 expenditures.
30

31 Section 3 – City Council hereby directs the City Manager to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

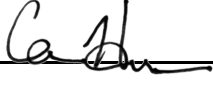
34 Section 4 – This Ordinance shall be in full force and effect from and after
35 passage.

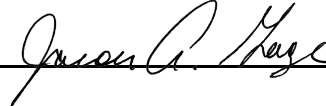
36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: , Assistant City Attorney

48
49
50 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-166

FILED: 07-07-20

ORIGINATING DEPARTMENT: Finance

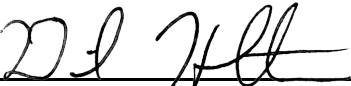
PURPOSE: Amending the Fiscal Year 2019-2020 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$368,028.00, in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expenses.

BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2019-2020 ended on June 30, 2020, the books remain open for year-end entries.

The Fiscal Year 2019-2020 year-end budget adjustment includes \$100,609 which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code. This budget adjustment also includes: an appropriation of \$188,046 for vendor reimbursement related to the Southwest Treatment Plant biosolids project, \$3,364 for the sale of brass through the Police department, and insurance reimbursements for \$76,009 for Public Works special revenue and capital project funds.

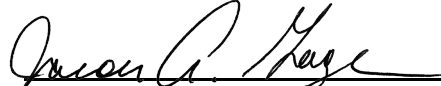
REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2019-2020 budget for reimbursements and associated offsetting expense items. This budget adjustment includes special revenue, capital project and enterprise funds. These funds are designated for a specific purpose and must be used only for this purpose.

Recommended by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
057

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414080	000000	00000	\$ 100,609	BDS - Fire Escrow Fund payouts
53020	08	33520	414110	102304	00000	188,046	ES - Biosolids project design reimbursement
25060	18	97580	413100	000000	00000	3,364	Police - Sale of brass
28010	20	74100	414110	000000	00000	63,505	Public Works - Insurance Reimbursement
28610	20	79030	414110	000000	00000	3,360	Public Works - Insurance Reimbursement
41090	20	73020	414110	102305	00000	9,144	Public Works - Insurance Reimbursement
Net Revenue Adjustment						\$ 368,028	

Expenditures:

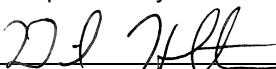
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	\$ 100,609	BDS - Fire Escrow Fund payouts
53020	08	33520	509110	102304	00000	188,046	ES - Biosolids project design reimbursement
25060	18	97580	501190	000000	00000	3,364	Police - Sale of brass
28010	20	74100	508120	000000	00000	63,505	Public Works - Insurance Reimbursement
28610	20	79030	501110	000000	00000	3,360	Public Works - Insurance Reimbursement
41090	20	73020	509110	102305	00000	9,144	Public Works - Insurance Reimbursement
Net Expenditure Adjustment						\$ 368,028	

Fund Balance Appropriation:

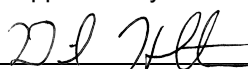
Fund	Title	Amount

Explanation: Fiscal year 2019-2020 year end budget adjustment.

Requested By:


Department Head
7/7/20
Date

Approved By:


Director of Finance
7/7/20
Date

City Manager

Date

Authorization:

Council Bill No. 2020-166
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-07-20

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 168

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2019-2020 operating budget of the City of Springfield in
2 the General Fund by increasing both revenue and expenses in the amount
3 of \$146,511.00, for the purpose of adjusting for certain reimbursements
4 and associated offsetting expenses as well as adjusting the salary budget
5 for retirement payouts.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2019-2020 operating budget for the General Fund
15 needs to be adjusted for revenue and expense adjustment of \$146,511 for
16 reimbursements and to adjust the salary budget for retirement payouts.
17

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

21 Section 1 – The budget of the City of Springfield for Fiscal Year 2019-2020 is
22 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 058, a copy of which is attached hereto and incorporated herein by this reference
24 as “Exhibit A.”
25

26 Section 2 – City Council finds the budget adjustment has been recommended by
27 the City Manager and that the budget adjustment made herein is necessary to reconcile
28 differences between budgeted revenues and expenditures and actual revenues and
29 expenditures.
30

31 Section 3 – City Council hereby directs the City Manager to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

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

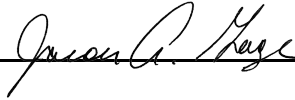
36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: , Assistant City Attorney

48
49
50 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-167

FILED: 07-07-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the Fiscal Year 2019-2020 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$146,511.00, for the purpose of adjusting for certain reimbursements and associated offsetting expenses as well as adjusting the salary budget for retirement payouts.

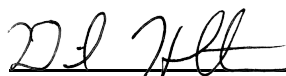
BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2019-2020 ended on June 30, 2020, the books remain open for year-end entries.

The Fiscal Year 2019-2020 year-end budget adjustment includes a revenue and expense adjustment of \$146,511 for reimbursements. Reimbursements include: insurance reimbursement for damaged vehicles, Police restitution and sale of firearms to Police retirees, reimbursement from Greene County and Republic for Niche software, travel reimbursement for Police and Fire training, and demolition cost reimbursement.

Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2019-2020; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds, due to a large number of retirees, while other departments have funds available due to vacancies.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2019-2020 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in November following the close of the fiscal year in June. It is not known at this time if there will be carryover funds from the Fiscal Year 2019-2020 budget.

Recommended by:



David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
058

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	417010	000000	00000	\$ 5,200	BDS - Demolition cost reimbursement
10110	10	15020	414110	000000	00000	3,442	Fire - Insurance Reimbursement
10110	10	15040	414110	000000	00000	1,700	Fire - Travel Reimbursement
10110	16	80030	414110	000000	00000	12,000	Ozark Greenways - Reimbursement
10110	18	92720	403630	000000	00000	1,105	Police - Restitutions
10110	18	90100	414110	000000	00000	53,068	Police - Insurance Reimbursement
11010	18	90080	414110	000000	00000	2,403	Police - Travel Reimbursement
10110	18	90080	414110	000000	00000	3,000	Police - Sale of firearms to Police retirees
10110	18	97510	414110	000000	00000	34,560	Police - Republic and Greene Co. reimbursement for Niche
10110	20	70010	414110	000000	00000	30,033	Public Works - Insurance Reimbursement
Net Revenue Adjustment						\$ 146,511	

Expenditures:

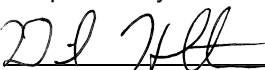
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 5,200	BDS - Demolition cost reimbursement
10110	10	15020	501190	000000	00000	3,442	Fire - Insurance Reimbursement
10110	10	15040	505690	000000	00000	1,700	Fire - Travel Reimbursement
10110	16	80030	500110	000000	00000	5,000	Ozark Greenways - Reimbursement
10110	16	80030	505830	000000	00000	7,000	Ozark Greenways - Reimbursement
10110	18	92720	501340	000000	00000	1,105	Police - Restitutions
10110	18	90100	508120	000000	00000	48,769	Police - Insurance Reimbursement
10110	18	90100	501260	000000	00000	4,299	Police - Insurance Reimbursement
10110	18	90080	505690	000000	00000	2,403	Police - Travel Reimbursement
10110	18	90080	505690	000000	00000	3,000	Police - Sale of firearms to Police retirees
10110	18	97510	504580	000000	00000	34,560	Police - Republic and Greene Co. reimbursement for Niche
10110	20	70010	501260	000000	00000	9,379	Public Works - Insurance Reimbursement
10110	20	70010	508170	000000	00000	20,654	Public Works - Insurance Reimbursement
10110	04		500110	000000	00000	(45,000)	City Attorney - Salaries
10110	09	14010	500110	000000	00000	45,000	Finance - Salaries
10110	15	19010	500110	000000	00000	(50,000)	Municipal Court - Salaries
10110	13	17010	500110	000000	00000	25,000	Information Systems - Salaries
10110	19	20110	500110	000000	00000	25,000	Public Information Office - Salaries
Net Expenditure Adjustment						\$ 146,511	

Fund Balance Appropriation:

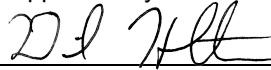
Fund	Title	Amount

Explanation: Fiscal year 2019-2020 year end budget adjustment.

Requested By:


Department Head 7/7/20
Date

Approved By:


Director of Finance 7/7/20
Date

Authorization:

Council Bill No. 2020-167
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hmgs. _____
Pgs. 11
Filed: 07-07-20

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 169

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the General Manager of City Utilities of Springfield, Missouri ("City
2 Utilities"), or his designee, on behalf of City Utilities to enter into an
3 agreement with BKD, LLP, to provide professional auditing services
4 to City Utilities for Fiscal Years 2020-2024. If City Utilities is
5 unsuccessful at negotiating the terms and conditions of such a
6 contract with BKD, LLP, then City Utilities will move to do so with
7 RSM US, LLP.
8 _____
9

10 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
11 MISSOURI, as follows, that:
12

13 Section 1 – The General Manager of City Utilities or his designee, on behalf of
14 City Utilities, is hereby authorized to enter into a contract with BKD, LLP, said
15 agreement to be substantially in form and content as that document attached hereto
16 and incorporated herein by reference as "Exhibit 1." In addition, if City Utilities is unable
17 to negotiate contract terms with BKD, LLP, that they may move to do so with RSM US,
18 LLP.
19

20 Section 2 – This Ordinance shall be in full force and effect from and after
21 passage.
22

23 Passed at meeting: _____
24

25 _____
26 Mayor
27

28 Attest: _____, City Clerk
29

30 Approved as to form: Rhonda Lewsader, City Attorney
31

32 Approved for council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020- 168

FILED: 07-07-20

ORIGINATING DEPARTMENT: Finance

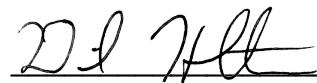
PURPOSE: Authorizing the General Manager of City Utilities of Springfield, Missouri ("City Utilities"), or his designee, on behalf of City Utilities to enter into an agreement with BKD, LLP, to provide professional auditing services to City Utilities for Fiscal Years 2020-2024. If City Utilities is unsuccessful at negotiating the terms and conditions of such a contract with BKD, LLP, then City Utilities will move to do so with RSM US, LLP.

BACKGROUND: Section 16.11 of the Springfield City Charter requires that City Council shall make or cause to be made a complete audit of the preceding year's operations of City Utilities at least annually. Appointment of an auditor is being made through the Request for Proposal ("RFP") process.

REMARKS: A five-member Audit Selection Committee composed of City Utilities and City staff issued an RFP to the top twenty national accounting firms. Four responses to the RFP were received. The Board of Public Utilities of the City of Springfield, Missouri (the "Board"), reviewed the Audit Selection Committee's evaluation and ranking according to the selection criteria outlined in the RFP. The Board has recommended the selection of BKD, LLP, to City Council.

We are recommending that City Council approve the selection of and authorize entering into a contract with BKD, LLP, for Fiscal Years 2020-2024. A copy of the proposed contract is attached as "Exhibit 1." Appropriations will be provided in City Utilities' 2021 Annual Operating Budget.

Submitted by:



David Holtmann,
Director of Finance

Approved by:



Jason Gage,
City Manager



June 25, 2020

The Honorable Ken McClure
Mayor of Springfield, Missouri
840 Boonville Avenue
Springfield, MO 65802

Re: Professional Auditing Services Contract

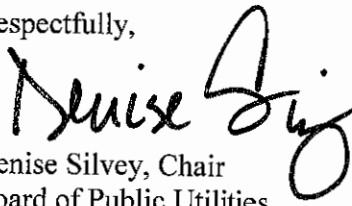
Dear Mayor McClure:

The Board of Public Utilities of the City of Springfield, Missouri (the "Board"), at its meeting on June 25, 2020, reviewed an "Evaluation of Proposals for Professional Auditing Services." Based on the discussion, the Board hereby recommends to City Council authorization of the following:

1. BKD, LLP be awarded a professional auditing services contract for City Utilities of Springfield, Missouri ("City Utilities"), for one year beginning with an audit of the fiscal year ending September 30, 2020, with the option for City Utilities to renew the contract for four additional one-year periods, if appropriate.
2. If City Utilities is unsuccessful at negotiating the terms and conditions of a contract with BKD, LLP, then City Utilities will move to do so with RSM US LLP.

I am enclosing a draft of an ordinance concerning the above, an explanation to such council bill, and a proposed contract. If approved, the ordinance will authorize City Utilities to enter into such a contract for professional auditing services with BKD, LLP. If you have any questions, please let me know.

Respectfully,


Denise Silvey, Chair
Board of Public Utilities

Enclosures

c: Gary Gibson
Amy Derdall
Renee Vines
Pam Elsaesser
Jody Vernon
Jason Gage, City Manager
Anita Cotter, City Clerk

EXHIBIT 1

CITY UTILITIES OF SPRINGFIELD, MISSOURI Draft of Audit Contract for Professional Auditing Services Beginning with Fiscal Year ending September 30, 2020

RFP #62959

NOTICE: ANY RESULTING CONTRACT SHALL INCLUDE THE SPECIAL PROVISIONS IN ITS ENTIRETY.

1.0 TERM OF CONTRACT

The term of the contract shall begin on the effective date of City Utilities' Purchase Order and shall end on July 31, 2021. The contract shall not bind, nor purport to bind, City Utilities for any contract term beyond the original term of the contract.

2.0 OPTION TO EXTEND THE CONTRACT

City Utilities may, at its sole option, give notice to the Auditor to extend the contract for up to four (4) additional successive one-year terms beginning on August 1 and ending on July 31, unless the Auditor has notified City Utilities at least ninety days prior to the end of the contract term or extensions thereto that the Auditor will not renew the contract.

1.0 TIME OF COMPLETION

Notwithstanding the term of the Contract, the Auditor shall complete all work and provide all services in accordance with the schedule of time promised by the Auditor in its proposal.

2.0 AUDIT SERVICES INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Auditor, the Auditor shall secure and maintain at Auditor's own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by City Utilities, insurance of such types and in such amounts as may be necessary to protect the Auditor and the interests of City Utilities 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 City Utilities. Regardless of such approval, it shall be the responsibility of the Auditor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Auditor to maintain coverage shall not relieve the Auditor of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with City Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Auditor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of City Utilities or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City Utilities of Springfield, Missouri
Attn: Director- Risk Management
301 E. Central Street
P.O. Box 551
Springfield, MO 65801-0551

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

(A) Workers' Compensation* **Statutory
Employer's Liability

Bodily Injury by Accident—each accident.....\$1,000,000
Bodily Injury by Disease—each employee limit.....\$1,000,000
Bodily Injury by Disease—policy limit.....\$1,000,000

*** Workers' Compensation: Policy or self-insurance plan with statutory limits formally approved by the State of Missouri will be required, even if no employees other than owners.**

**** Workers' Compensation coverage shall include a waiver of subrogation in favor of City Utilities where permitted by law.**

(B) Commercial General Liability Insurance***, Including Premises,
Operations, Contractual Liability, Broad Form Property Damage,
Independent Consultants, Such Coverage
Shall Apply to Bodily Injury and Property Damage on an
"Occurrence Form Basis" with each Occurrence Limit of..... \$1,000,000
In the Aggregate \$2,000,000

(C) Automobile Liability Insurance*** Covering Bodily Injury
And Property Damage for Owned, Non-owned and Hired
Vehicles with a Combined Single Limit of \$1,000,000

***** City Utilities shall be added as an Additional Insured on the Liability Insurance coverages.**

(D) Accountants and Auditors Professional Liability Insurance
Including or endorsed for Contractual Liability and providing

Coverage for Acts, Errors, or Omissions Committed

By Consultant with a Per Occurrence Limit of.....\$1,000,000

Auditor shall require any and all subcontractors with whom the Auditor enters into a contract to perform work on this project, to protect, through insurance, against applicable hazards or risks and shall, upon request of City Utilities, provide evidence of such insurance. Auditor shall be liable for all deductible amounts from such insurance and shall indemnify and hold City Utilities harmless there from. These Insurance Requirements are intended to be minimum coverages, and City Utilities does not warrant that coverages or amounts will be sufficient protection for Auditors or City Utilities. Auditors will be responsible for any deficiencies thereof.

NOTE:

Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement "All insurance policies shall provide thirty (30) days written notice to be given by the *insurance company* in question prior to material reduction in coverage or protection of City Utilities or cancellation of such insurance." must be met wherever permitted by law.

Since the requirement cannot be met using the Acord certificate, the requirement must be met by specifically endorsing CU onto each policy to receive notifications.

- 3.0 The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by City Utilities and the Auditor. Upon request by City Utilities, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
- 4.0 The Contract between City Utilities and Auditor shall consist of (1) the Request for Proposal, and any amendments thereto and, (2) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Auditor's Proposal and amendments thereto. However, City Utilities reserves the right to clarify any Contractual relationship in writing with the concurrence of the Auditor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Auditor's Proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Auditor is cautioned that his proposal shall be subject to acceptance without further clarification. In the event of an error between the original bid

and its copy, the original bid will prevail. City Utilities reserves the right to waive any informalities in a proposal, and to accept or reject any proposal or any part thereof.

- 5.0 In the event that budget funds are not approved by the Board of Public Utilities and Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
- 6.0 The Auditor agrees and understands that City Utilities' Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Auditor's Proposal. The Auditor agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that City Utilities' approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. City Utilities agrees that an acceptance of a substitution will not be unreasonably withheld. Additionally, the Auditors, if so directed by City Utilities, shall replace any persons employed by the Auditor in connection with the Project.
- 7.0 All information, data, and reports available and necessary for the carrying out of the work shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the Scope of Work. Any original documents acquired by the Auditor will be returned to City Utilities.
- 8.0 The Auditor shall fully coordinate its activities in the performance of the contract with the activities of City Utilities.
- 9.0 Any reports, data, or similar information given to or prepared or assembled by the Auditor under this contract shall not be made available to any individual or organization by the Auditor without prior written approval of City Utilities, except as required by law, regulation or court order.
- 10.0 The Auditor represents that Auditor will secure at Auditor's own expense, all personnel required to perform the services called for under this contract by Auditor. Such personnel shall not be employees of or have any contractual relationship with City Utilities except as employees of the Auditor. All of the services required hereunder will be performed by the Auditor or under Auditor'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 City Utilities.

- 11.0 If, through any cause, the Auditor shall fail to fulfill in timely and proper manner Auditor's obligations under this Contract, or if the Auditor shall violate any of the covenants, Agreements, or stipulations of this Contract, City Utilities shall thereupon have the right to terminate this Contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Auditor under this Contract shall, at the option of City Utilities, become City Utilities' property, and the Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Auditor shall not be relieved of liability to City Utilities for damages sustained by City Utilities by virtue of any such breach of the contract by the Auditor.
- 13.5 City Utilities may terminate this Contract without cause by giving thirty (30) days written notice to Auditor. City Utilities will pay Auditor for all work performed and all expenses incurred or expended up to termination.
- 12.0 No salaried officer, employee or partner of the City or City Utilities and no member of the City Council or Board of Public Utilities shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.
- 13.0 The Auditor 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 thereto of City Utilities. Provided, however, that claims for money due or to become due to the Auditor from City Utilities 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 City Utilities. Any such assignment is expressly subject to all rights and remedies of City Utilities 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 City Utilities to give any notice to any such assignee of any actions which they may take under this Agreement, though they will attempt to so notify any such assignee.
- 14.0 Auditor 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 Auditor further covenants that in the performance of this Contract no person having such interest shall be employed.
- 15.0 The Auditor agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for

employment and shall include a similar provision in all subcontracts let or awarded hereunder.

- 16.0 This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Auditor will be an independent contractor and not City Utilities' 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 Auditor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Auditor's activities and responsibilities hereunder. The Auditor 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 Auditor and City Utilities, and City Utilities will not be liable for any obligation incurred by the Auditor, including, but not limited to, unpaid minimum wages and/or overtime premiums.
- 17.0 The parties mutually agree to the following:
- 17.1 The Auditor shall indemnify and hold harmless City Utilities and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting pursuant to this agreement, caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 17.2 In any and all claims against City Utilities or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- 18.0 No provision of the contract documents shall be construed, expressly or by implication, as a waiver by City Utilities of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
- 19.0 All notices required or permitted hereunder and required to be in writing may be given by first class mail. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

20.0 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.

21.0 This agreement and every question arising hereunder shall be construed or determined according to the law 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.

22.0 Auditor's Responsibility for Subcontractors

It is further agreed that Auditor shall be as fully responsible to City Utilities for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Auditor is for the acts and omissions of persons it directly employs. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Auditor the same power regarding termination of any subcontract City Utilities may exercise over Auditor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and City Utilities or between any subcontractors.

23.0 EEO Discrimination Prohibited

As applicable, the provisions of the Equal Opportunity Clauses pursuant to Section 202 of Executive Order 11246, as amended, and 41 CFR Section 60-1.40; as well as 29 C.F.R. Part 471, Appendix A to Subpart A, are herein incorporated by reference. Further, sellers who (1) are not otherwise exempt as provided by 41 CFR 60-1.5, (2) have 50 or more employees and, (3) have a contract, subcontract or purchase order amounting to \$50,000 that is necessary to the completion of a covered federal contract or subcontract are hereby notified of their obligations to file EEO Standard Form 100 and to prepare an affirmative action plan(s) as required under the regulations set forth above.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

This offer, as detailed in Appendix A, Parts 1 through 7 and Appendix B, is firm and irrevocable for one hundred twenty (120) days after the time and date set for receipt of proposals.

ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE." (Note: use separate page, if necessary)

EXCEPTIONS

The undersigned declares that the following exceptions have been taken to the RFP document. (Note the page and section number for each exception) If no exceptions are taken, state "NONE." (Note: use separate page, if necessary.)

The undersigned Auditor agrees to provide services in accordance with the terms and conditions specified in the Request for Proposal, if this offer is accepted in whole or in part within the period of time specified above for acceptance of proposals.

Auditor: _____

Signature: _____

Name (please type): _____

Title: _____

Firm: _____

Date: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 07-07-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020 - 171

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a donation of 700 railroad
2 ties, valued at \$17,780.00, from BSB Tie Company to be used by the
3 Springfield Police Department to improve safety in their training shoot
4 house.
5 _____
6

7 WHEREAS, the Springfield Police Department ("SPD") utilizes a shoot house for
8 indoor firearms training; and
9

10 WHEREAS, the interior of the SPD shoot house is lined with railroad ties for
11 safety; and
12

13 WHEREAS, over time the railroad ties have become worn and need to be
14 replaced to improve safety; and
15

16 WHEREAS, BSB Tie Company has graciously agreed to donate the necessary
17 railroad ties to replace the worn ties inside the shoot house, with SPD required to pay
18 only the shipping expenses, which expenses are not expected to exceed \$2,800.00 and
19 are covered in previously budgeted funds.
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, is hereby authorized to accept
25 the donation of 700 railroad ties from BSB Tie Company valued at \$17,780.00, for use
26 in the Springfield Police Department shoot house, with the Springfield Police
27 Department to pay for shipping expense from previously budgeted funds.
28

29 Section 2 – City Council greatly appreciates the donation made by BSB Tie
30 Company and wishes to express its sincerest thanks for said donation.
31

32 Section 3 – This Ordinance shall be in full force and effect from and after
33 passage.

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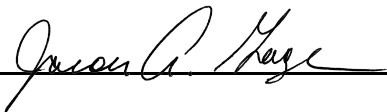
Passed at meeting: _____

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- 172

FILED: 07-07-20

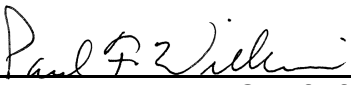
ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to accept a donation of 700 railroad ties, valued at \$17,780.00, from BSB Tie Company to be used by the Springfield Police Department to improve safety in their training shoot house.

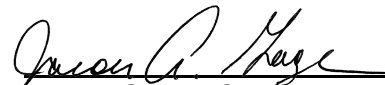
BACKGROUND INFORMATION: The Springfield Police Department utilizes a shoot house that is used for indoor firearms training. For safety, the interior is lined with railroad ties, which have become worn over time. To improve safety, it is necessary to reline the interior of the shoot house. BSB Tie Company has offered to donate the necessary railroad ties to replace those that are worn, at an approximate value of \$17,780.00. SPD would be required to pay the shipping costs, which are not expected to exceed \$2,800.00 and will be covered in previously budgeted funds to get the railroad ties here.

Submitted by:

Approved by



Paul F. Williams, Chief of Police



Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 7
Filed: 07-21-20

Sponsored by: Schilling

COUNCIL BILL 2020 - 174 RESOLUTION

A RESOLUTION

1 DELAYING the acceptance and processing of applications for demolition, new
2 construction, re-platting of property, including lot combinations, and
3 rezoning for a period of one hundred eighty (180) days from the date of
4 passage of this Resolution for those properties which abut the Grant
5 Avenue Parkway Area, to allow time to seek input from area residents,
6 property owners, design professionals and interested citizens regarding
7 the Grant Avenue Parkway concept design and for staff to present a report
8 to City Council regarding the Parkway concept, development constraints
9 and opportunities in this area.

10
11
12 WHEREAS, on July 1, 2019, City Council, by Resolution 10462, authorized the
13 City Manager to apply for a Better Utilizing Investments to Leverage Development
14 Transportation Discretionary Grant ("BUILD Grant") from the United States Department
15 of Transportation in an amount of up to \$25,000,000 to finance multi-modal
16 improvements and develop a linkage between Downtown Springfield and the Wonders
17 of Wildlife/Bass Pro Shops complex using Grant Avenue ("Grant Avenue Parkway
18 project"); and

19
20 WHEREAS, in November 2019, the City of Springfield received notice of an
21 award of \$21,000,000 in BUILD Grant funds for the Grant Avenue Parkway project; and

22
23 WHEREAS, on May 4, 2020, City Council, by Special Ordinance 27309,
24 authorized the City Manager to expend funds for preliminary engineering expenses for
25 the Grant Avenue Parkway project as part of the City's cost contribution for BUILD
26 Grant funds; and

27
28 WHEREAS, the Grant Avenue Parkway project will include dedicated bike and
29 pedestrian trails, complete street improvements to Grant Avenue, and increased
30 activated greenspace through Springfield's urban core; and

31
32 WHEREAS, funds must be obligated by September 30, 2021, and the project
33 completed by September 30, 2026; and

34
35 WHEREAS, the City has selected a multidiscipline team as the Owner's

36 Representative, which will, along with City staff, conduct various forms of public
37 engagement through the end of 2020 to gather information on community concerns and
38 desires for the Grant Avenue Parkway project; and
39

40 WHEREAS, information gathered from public engagement will inform the final
41 design of the Grant Avenue Parkway project; and
42

43 WHEREAS, City staff has fielded inquiries regarding rezoning and development
44 along the Grant Avenue Parkway corridor; and
45

46 WHEREAS, development undertaken at this juncture could be inconsistent with
47 the vision and concept developed during the public engagement period; and
48

49 WHEREAS, while the City is making its reasonable best efforts to develop the
50 final design of the Grant Avenue Parkway Project, engaging the public and seeking
51 public input will take a certain amount of time, which would not appear to exceed one
52 hundred eighty (180) days to complete; and
53

54 WHEREAS, the City has the power to administratively delay the acceptance of
55 rezoning and lot combination applications pursuant to City Charter Section 1.3 'Powers
56 of the City' and Section 2.16, subsections (4), (12), (19), (20), (22), and (28)
57 'Enumeration of certain powers,' and as an exercise of its police and nuisance powers,
58 which are granted to the City by Article VI, Section 19(a) of the Missouri Constitution;
59 and
60

61 WHEREAS, City Council also recognizes that this is an extraordinary power and
62 remedy that should be used judiciously and in this situation for the serious evaluation,
63 study, and analysis by staff and City Council and input from the community with respect
64 to appropriate concept design.
65

66 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
67 SPRINGFIELD, MISSOURI, as follows, that:
68

69 Section 1 – City Council hereby determines that interim measures should be
70 taken to prevent demolition, new construction, re-platting of property, including lot
71 combinations, and rezoning within the area depicted as the entire shaded area
72 described as “Administrative Delay Parcels” of “Exhibit 1,” attached hereto and
73 incorporated herein by this reference, during the time of the study, review, and public
74 comment.
75

76 Section 2 – City Council hereby directs, upon passage of this Resolution, that
77 staff shall not accept for filing new applications and shall not process previously filed
78 applications for: demolition, new construction, re-platting of property, including lot
79 combinations, and/or rezoning for any property in the entire shaded area depicted in
80 “Exhibit 1.” In no event shall this direction extend beyond one hundred eighty (180) days
81 from the date of passage of this Resolution without additional City Council action.

82
83 Section 3 – City Council hereby directs the City Manager, or his designee, to
84 direct staff to take all necessary actions to complete the review of the development
85 issues in the area described in “Exhibit 1,” to take public input, and to prepare, for City
86 Council’s consideration, a report regarding any recommended actions within the one
87 hundred eighty (180) day period.
88

89 Section 4 - If any applicant believes that the City’s determination not to accept
90 for filing a new application or to process a previously filed application for demolition,
91 new construction, re-platting of property, including lot combinations, and/or rezoning for
92 any property is unreasonable, the applicant may file with the City’s Planning and
93 Development Director a written appeal of the applicability of this Resolution to the
94 applicant’s proposed development within five (5) business days of notice of the City’s
95 determination not to accept or process the application. The applicant must demonstrate
96 to the satisfaction of the Planning and Development Director, or her designee, that the
97 application will not undermine the spirit and intent of this Resolution. The Planning and
98 Development Director or her designee shall determine whether or not the application
99 will undermine the spirit and intent of this Resolution and shall issue a written decision
100 as to whether or not the application shall be accepted for filing or processing and state
101 the reasons therefore within ten (10) days of receipt of an appeal. A denial by the
102 Planning and Development Director or her designee of the right to file an application or
103 processing of same may be appealed to the City Manager or his designee, in writing
104 within five (5) days following the decision of the Planning and Development Director or
105 her designee. The City Manager’s decision shall be in writing and issued within ten (10)
106 days of receipt of the appeal of the Planning and Development Director or her
107 designee’s decision. If the City Manager affirms the decision of the Planning and
108 Development Director or her designee, the applicant may appeal the decision to City
109 Council within ten (10) days of the decision of the City Manager. City Council, following
110 a public hearing thereon held at the next regularly scheduled meeting of City Council,
111 may decide whether or not to direct staff to accept for filing or to process the application.
112 At each step of the administrative review of a determination with respect to an
113 application, the burden shall be on the applicant to establish by clear and convincing
114 evidence that the approval sought by the applicant for an application does not
115 undermine the spirit and intent of this Resolution.
116

117 Section 5 - This Resolution is not intended as, and should not be interpreted as,
118 an amendment to the Zoning Ordinance of the City of Springfield, Missouri, or as an
119 exercise of the City’s zoning power pursuant to Chapter 89, Revised Statutes of
120 Missouri, but is an exercise of the City of Springfield’s police and nuisance powers to
121 take action with respect to the public health and safety and more particularly is merely
122 direction to staff with respect to acceptance of and processing of applications as herein
123 defined.
124

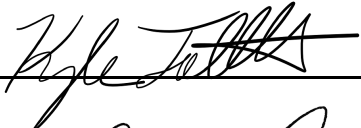
125 Section 6 – This Resolution shall be effective immediately upon adoption.
126

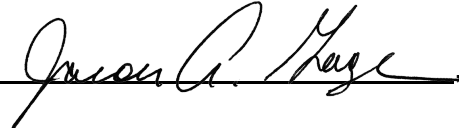
127 Passed at meeting: _____

131 _____
132 Mayor

133 Attest: _____, City Clerk

136 Filed as Resolution: _____

138 Approved as to form: , Assistant City Attorney

142 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-174

FILED: 07-21-20

ORIGINATING DEPARTMENT: Planning and Development and Public Works

PURPOSE: Delaying the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning for a period of one hundred eighty (180) days from the date of passage of this Resolution for those properties which abut the Grant Avenue Parkway Area, to allow time to seek input from area residents, property owners, design professionals and interested citizens regarding the Grant Avenue Parkway concept design and for staff to present a report to City Council regarding the Parkway concept, development constraints and opportunities in this area.

BACKGROUND INFORMATION: In November 2019, the City of Springfield received notice of award of a \$21 million federal BUILD (Better Utilizing Investments to Leverage Development) grant. The BUILD funds must be matched with roughly \$5 million in local funds. The purpose of the grant is to develop a linkage between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. The project will include dedicated bike and pedestrian trails, complete Street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core. Funds must be obligated by September 30, 2021 and the project completed by September 30, 2026.

The City has selected a multi-discipline team to be the Owner's Representative and plans to contract with a firm to design and construct the project through a Design/Build process. Over the course of the fall, City staff and the Owner's Representative will be conducting various forms of public engagement to gather information on community concerns and desires for this project. That information will inform the successful Design/Build firm in their final design.

There has been significant interest in property along the Grant Avenue Parkway corridor and staff has fielded multiple inquiries regarding rezoning and development along the corridor. Development undertaken at this juncture could be inconsistent with the vision and concept that is developed during the public engagement period and refined by the consultant teams. This administrative delay will allow staff to conduct the necessary public engagement over the course of the next few months which will inform the future design of the corridor.

This Council bill will implement an administrative delay on the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations and rezoning for those properties which abut the Grant Avenue Parkway project corridor for 180 days. This action is consistent with past Council action to implement administrative delays on permits, platting and rezoning's in the Phelps Grove and Rountree Urban Conservation Districts and rezoning and lot

combinations in the Galloway area. The Resolution establishes an appeal process if an applicant believes the City's determination not to accept or process an application is unreasonable. This Resolution will become effective upon passage.

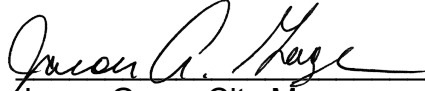
REMARKS: The Planning and Development Department and the Public Works Department recommend the request be approved.

Submitted and Recommended by:

Approved by:



Mary Lilly Smith, Director



Jason Gage, City Manager

Grant Avenue Administrative Delay Area



One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 07-21-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 175

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 5 acres of
3 property generally located at 3146 South Golden Avenue from GM,
4 General Manufacturing to O-1, Office District; establishing Conditional
5 Overlay District No. 188; and adopting an updated Official Zoning Map.
6 (Staff and Planning and Zoning Commission both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the 4.95 acres
10 of property generally located at 3146 South Golden Avenue, and more fully described in
11 "Exhibit B," from GM, General Manufacturing to a less intense O-1, Office District with
12 Conditional Overlay District No. 188; and
13

14 WHEREAS, Conditional Overlay District No. 188 shall modify the requirements
15 of the Springfield Land Development Code Section 36-383, O-1, Office District, by
16 requiring that the property described in "Exhibit B" comply with the requirements
17 described in "Exhibit A;" and
18

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

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

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

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

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

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 188
43 which shall contain the requirements and standards provided on "Exhibit A," which is
44 attached hereto and incorporated herein by this reference as though set forth herein.
45 The requirements of Conditional Overlay District No. 188 shall modify the requirements
46 of the Springfield Land Development Code Section 36-400, Office Districts, by requiring
47 the property described on "Exhibit B" to comply with the requirements contained in
48 "Exhibit A."

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

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

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

61
62 Passed at meeting: _____

63
64 _____
65 Mayor

66
67 Attest: _____, City Clerk

68
69
70 Filed as Ordinance: _____

71
72
73 Approved as to form: Kyle Tolles, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020- 175

FILED: 07/21/20

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 5 acres of property generally located at 3146 South Golden Avenue from GM, General Manufacturing to O-1, Office District and establishing Conditional Overlay District No. 188. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-16-2020 & CONDITIONAL OVERLAY DISTRICT NO. 188

The applicant is proposing to rezone approximately 4.95 acres of property generally located at 3146 South Golden Avenue from GM, General Manufacturing to O-1, Office District. The applicant intends to lease the property to a K-6 private school.

The O-1 district is designed to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas.

The O-1 district is less intense than the current GM, General Manufacturing district.

The Major Thoroughfare Plan classifies Golden Avenue as a secondary arterial.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 16, 2020, and recommended to approve, by a vote of 8 to 0.

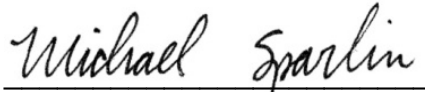
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which designates the subject property as appropriate for Light Industrial, Office and Office-Warehouse. Manufacturing, assembly, office and warehousing activities are included in this category.

2. Approval of this application will allow for further development of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



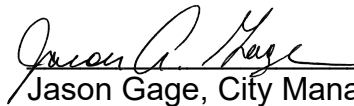
Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

- Exhibit A, 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: Neighborhood Meeting Summary

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-16-2020 & CONDITIONAL OVERLAY DISTRICT NO. 188

The requirements of Section 36-400 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A Traffic Impact Study shall be submitted at the time of development based on the actual use of the property. Any improvements required based on the study will be required to be constructed or funds escrowed prior to the issuance of a building permit.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-16-2020 & CONDITIONAL OVERLAY DISTRICT NO. 188

Beginning at the Southwest corner of the Northwest Quarter (NW1/4) of the Southeast quarter (SE1/4) of Section Four (4), Twenty-eight (28), Range Twenty-two (22), in the City of Springfield, Greene County, Missouri; thence East 50 rods (825 feet); thence North 16 rods (264 feet); thence West 50 rods (825 feet); thence South 16 rods (264 feet) to the Point of Beginning, all being in the City of Springfield, Greene County, Missouri, except right-of-way for Golden Avenue deeded to City of Springfield, in Book 2013 Page 90316-03.

AND EXCEPT:

Beginning at a point 20.00 feet East of the Southwest corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Four (4), Township Twenty-eight (28) North, Range Twenty-two (22) West, said point being an existing iron pin on the East right-of-way line of Golden Avenue and South line of said Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4); thence East along the south line of said Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) a distance of 805.00 feet to an existing iron pin; thence West on an interior angle of 00°40'20" to the right, a distance of 804.92 feet to an iron pin set on said East right-of-way of Golden Avenue; thence South along said East-right-of-way line, a distance of 9.44 feet to the Point of Beginning, subject to a Southwestern Bell Telephone Easement, all in Greene County, Missouri.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-16-2020 & CONDITIONAL OVERLAY DISTRICT NO. 188
Planning and Zoning Commission – July 16, 2020

Z-16-2020 w/COD #188
3146 South Golden Avenue
Applicant: OIP Golden, LLC

Mr. Hosmer stated that this is a request rezone approximately 5 acres of property generally located at 3146 South Golden Avenue from GM, General Manufacturing to O-1, Office District and establishing Conditional Overlay District No. 188. This application is consistent with the Comprehensive Plan which designates the subject property as appropriate for Light Industrial, Office and Office-Warehouse. Manufacturing, assembly, office and warehousing activities are included in this category. The Transportation Plan classifies Golden Avenue as a secondary arterial. The property is not located in a FEMA designated floodplain. A fee in lieu of on-site stormwater detention is not allowed, and detention will be required. The property is not located in a stream buffer area. The O-1 district is designed to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas. A Traffic Impact Study shall be submitted at the time of development based on the actual use of the property. Any improvements required based on the study will be required to be constructed or funds escrowed prior to the issuance of a building permit. Staff recommends approval.

Mr. Doennig opened the public hearing.

Derek Lee, 1200 E. Woodhurst Drive representing the owner, noted that churches are allowed, but not schools and the church and a school want to share and there will be no change to the exterior and also here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** item Z-16-2020 w/COD #188 (3146 South Golden Avenue). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, Rose, Jobe, Thomas, and Broekhoven. Nays: None. Abstain: None. Absent: Shuler.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

CITY COUNCIL PUBLIC HEARING:



JULY 16, 2020

July 27, 2020

CASE: Z-16-2020 w/COD #188

ACRES: 4.95 acres

LOCATION: 3146 South Golden Avenue

EXISTING LAND USE: Church

APPLICANT: OIP Golden LLC

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

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 5 acres of property generally located at 3146 South Golden Avenue from GM, General Manufacturing to O-1, Office District and establishing Conditional Overlay District No. 188.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which designates the subject property as appropriate for Light Industrial, Office and Office-Warehouse. Manufacturing, assembly, office and warehousing activities are included in this category.
2. Approval of this application will allow for further development of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	County M-2	HM	R-SF
LAND USE	Undeveloped land	Manufacturing and light assembly	Undeveloped land	Single-family residence

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESS, AND ATTRACTIONS:

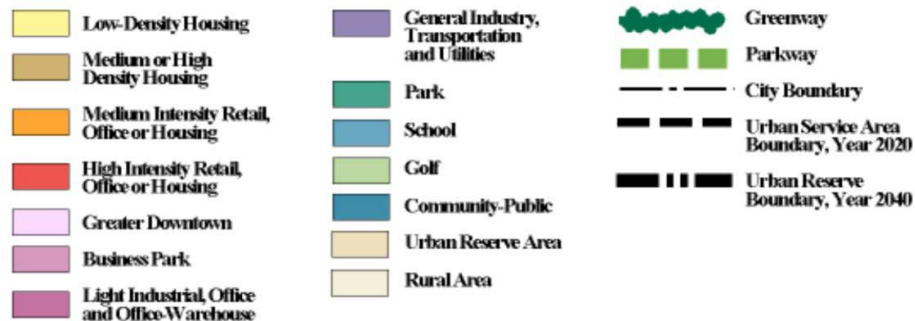
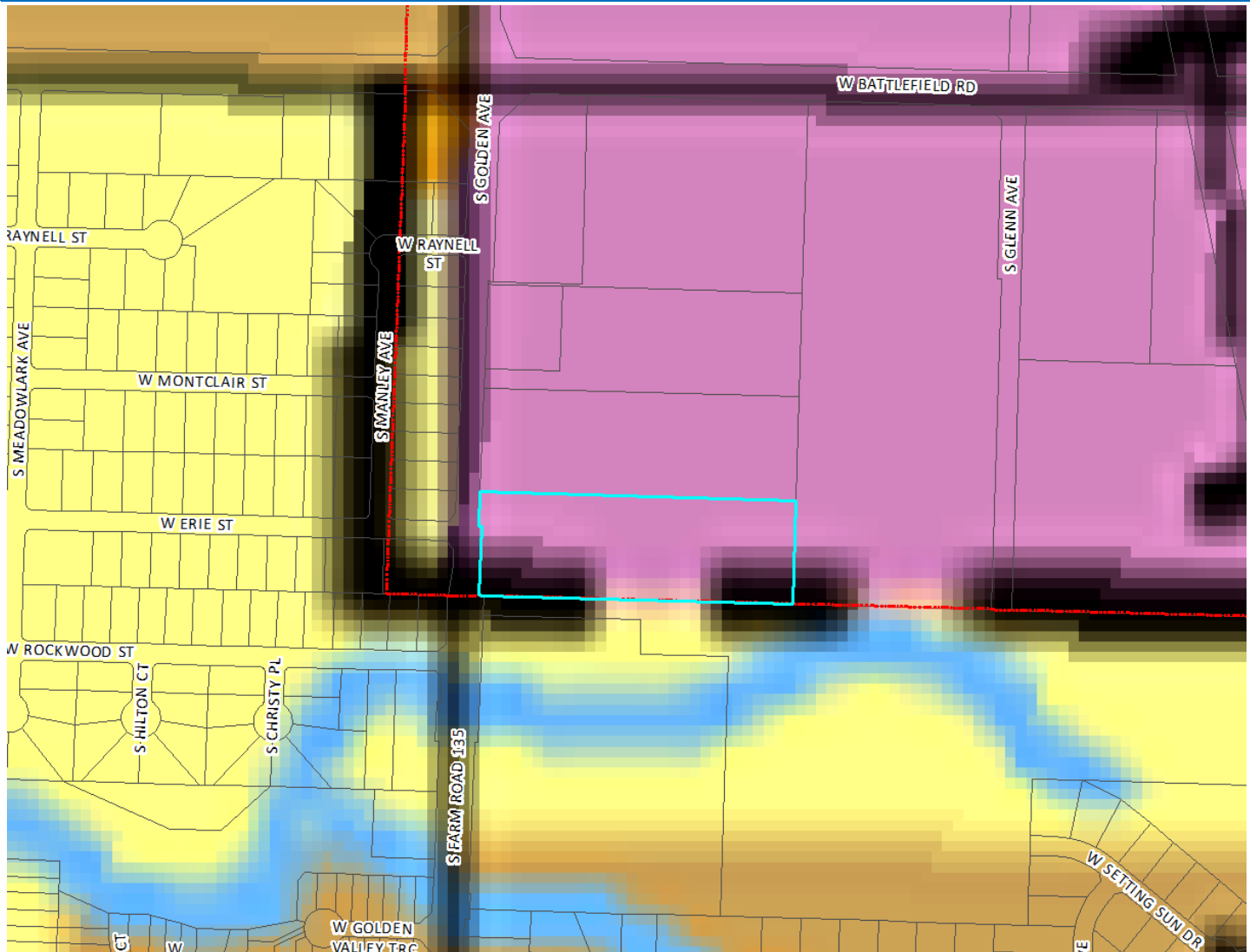


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was originally zoned GM by General Ordinance No. 4494, which was a city-wide rezoning 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 O-1
Minimum Yard Requirements	Twenty-five feet along a street classified as a collector or higher classification street or as required by <u>section 36-453</u> , supplemental open space and yard regulations.
Maximum Structure Height	Thirty-five feet, except that all structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	20 percent
Use Limitations	All activities and permitted uses except off-street parking and loading facilities, drive-thru facilities and day care activities shall be conducted entirely within a completely enclosed building.
BULK PLANE	BUFFERYARD AND LANDSCAPING
All structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district.	No bufferyard is required because the property would be surrounded by higher intensity districts.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates the subject property as appropriate for Light Industrial, Office and Office-Warehouse. Manufacturing, assembly, office and warehousing activities are included in this category.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 4.95 acres of property generally located at 3146 South Golden Avenue from GM, General Manufacturing to O-1, Office District and establishing Conditional Overlay District No. 188. The applicant intends to lease the property to a K-6 private school.

Development Review Staff Report



2. The O-1 district is designed to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas.
3. The O-1 district is less intense than the current GM, General Manufacturing district.
4. The Major Thoroughfare Plan classifies Golden Avenue as a secondary arterial.
5. Approval of this application will allow for further development of this property and promote infill development where investments have already been made in public services and infrastructure.
6. The proposed rezoning was reviewed by City departments, whose 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. 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: 7

Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No objections to rezoning request.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

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

FIRE DEPARTMENT:

Fire has no issues with the proposed rezoning.

CITY UTILITIES:

City Utilities has no issues with the proposed rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

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

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Golden Avenue as a Secondary Arterial roadway. The standard right-of-way width for S. Golden Avenue is 35-feet from the centerline. It appears additional right-of-way is not needed on S. Golden Avenue.

Development Review Staff Report



A survey is recommended to determine the exact amount of existing right-of-way. S. Golden Avenue is a city-maintained Street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for S. Golden Avenue and on-street parking is not allowed.

DRIVEWAY ACCESS

There is one driveway access point onto the property from S. Golden Avenue. Additional driveway access points must meet City spacing standards for a Secondary Arterial roadway.

SIDEWALK

There is existing sidewalk along the property frontage of S. Golden Avenue.

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 S. Golden Avenue in the vicinity of this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study is required and will be submitted for approval prior to issuance of a building permit. Any improvements required based on the Traffic Impact Study are required to be constructed or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Golden Avenue	Secondary Arterial	No	35	35
Street 2					
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		50	50	312	
*Proposed Trips Generated		168	218	1,188	
Additional Trips Generated		118	168	876	

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

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

The requirements of Section 36-400 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A Traffic Impact Study shall be submitted at the time of development based on the actual use of the property. Any improvements required based on the study will be required to be constructed or funds escrowed prior to the issuance of a building permit.

One-rdg. _____
P. Hmgs. _____
Pgs. 4
Filed: 07-21-20

Sponsored by: Council

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-176

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code Chapter 74, 'Nuisance and Housing Code,'
2 Article I, 'In General,' Section 74-1, to redefine 'Lead-bearing
3 substance' and 'Lead hazard' to cross-reference definitions in state law,
4 and Article IV, 'Lead Poisoning,' Section 74-171, to replace "elevated
5 blood lead toxicity" with "lead poisoning," and Section 74-178, to delete
6 "lead toxicity" as redundant to "lead poisoning."
7
8

9 WHEREAS, federal law addresses lead poisoning in the "Residential Lead-
10 Based Paint Hazard Reduction Act," as amended, 42 United States Code 4851 et seq.
11 and in the "Toxic Substances Control Act," as amended, 15 United States Code 2605,
12 2607, and 2681 to 2692; and
13

14 WHEREAS, state law addresses lead poisoning in Revised Missouri Statutes,
15 Sections 701.300 through 701.349; and
16

17 WHEREAS, state law on lead poisoning is derivative of, and consistent with,
18 federal law on lead poisoning; and
19

20 WHEREAS, Springfield City Code Chapter 74 addresses lead poisoning and
21 uses terms that do not appear in state or federal law; and
22

23 WHEREAS, City Council wishes to make the City Code terminology consistent
24 with state and federal law.
25

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

29 Section 1 – The Springfield City Code Chapter 74, 'Nuisance and Housing Code,'
30 Article IV, 'Lead Poisoning,' is hereby amended as follows:
31

32 NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.
33

ARTICLE IV. – NUISANCE AND HOUSING CODE

Sec. 74-1. - Definitions.

Lead-bearing substance means ~~any paint, varnish, lacquer, putty, plaster, structural material or similar substance which contains more than the percentage or concentration of lead established by federal regulations for lead-bearing substances~~ the same as that term is defined under state law in Rev. Mo. Stat. Chapter 701.

Lead hazard means ~~any lead-bearing substance which produces biologically available lead in concentrations exceeding federal standards for dust, soil, deteriorated paint and/or water on any public or private property available and accessible to children and/or pregnant women~~ the same as that term is defined under state law in Rev. Mo. Stat. Chapter 701.

Sec. 74-171. - Purpose and scope of article.

The provisions of this article are designed to prevent and control ~~elevated blood lead toxicity~~ poisoning problems within the city by establishing limits of exposure to lead-bearing substances on exposed surfaces to which children may be commonly exposed, and to provide for notification of and abatement procedures for lead-bearing substances which are deemed a health hazard, and to prescribe penalties for the violation of this article and prescribe procedures by which the provisions of this article may be executed.

Sec. 74-178. - Reports of lead poisoning ~~or lead toxicity~~.

Lead poisoning ~~or lead toxicity~~ is defined by the Center for Disease Control. It is hereby designated a reportable disease or condition, which shall be reported to the city manager.

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

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

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

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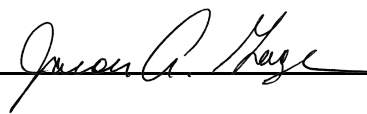
Passed at meeting: _____

Mayor

Attest: , _____ City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-176

FILED: 07-21-20

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: To amend the Springfield City Code Chapter 74, 'Nuisance and Housing Code,' Article I, 'In General,' Section 74-1, to redefine "lead-bearing substance" and "lead hazard" to cross-reference definitions in state law, and Article IV, 'Lead Poisoning,' Section 74-171, to replace "elevated blood lead toxicity" with "lead poisoning," and Section 74-178, to delete "lead toxicity" as redundant to "lead poisoning."

BACKGROUND AND REMARKS: While City Council was adopting the Building Codes, Mayor Pro Tempore Ferguson requested staff to review the City's Lead Poisoning article for consistency with state and federal law.

The City can ensure consistency with state and, by extension, federal law, by defining "lead-bearing substance" and "lead hazard" with a cross-reference to state law definitions of those terms. By using such cross-reference, "lead-bearing substance" and "lead hazard" will have the same meaning as the definition in state law in Rev. Mo. Stat. Chapter 701.

"Blood lead toxicity" is a term that appears once in City Code Section 74-171. It does not appear in either state or federal law. This Ordinance changes that term to "lead poisoning," which appears in state and federal law repeatedly.

The term "lead toxicity" appears in the title to City Code Section 74-178 and the text of that section but is redundant to the term "lead poisoning." The term appears once in federal law in a context that bears no relationship to the City's ordinance, so it makes sense to delete "lead toxicity" from the City Code. The City should use "lead poisoning" consistently as the problem to attack.

Submitted by:

Approved by:

Duke McDonald,
Assistant City Attorney

Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 19
Filed 07-21-20

Sponsored by Lear

First Reading _____

Second Reading _____

COUNCIL BILL 2020- 177

SPECIAL ORDINANCE _____

AN ORDINANCE

DECLARING the necessity of condemning rights-of-way over, under, and through the properties herein described for the purpose of constructing and maintaining sanitary sewers in the Hunt Branch Trunk Sewer Project, #5PW5716; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

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

Section 1 - City Council hereby declares it necessary to condemn the following described property, for the purpose of constructing, maintaining, and extending the public sanitary sewer system of the City of Springfield, Missouri, a municipal corporation, to-wit:

Tract #1: Owner(s) of Tract 1 are Bryant Farms of Greene County, Limited Liability Company also commonly referred to as Bryant Family Farms of Greene County Limited Liability Company and Mark H. Bryant and Wanda M. Bryant, husband and wife to the extent they claim any right in the property described as Tract 1. Also, Leah Betts, Greene County Collector of Revenue, to the extent of any unpaid taxes.

PERPETUAL SANITARY SEWER EASEMENTS BEING DESCRIBED AS FOLLOWS:

PERPETUAL SANITARY SEWER EASEMENT #1:

A 20.0 feet wide Sanitary Sewer Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S01°04'59"W, along the West line of said N½ of the SW¼, a distance of

330.00 feet to a point on the South line of a tract of land recorded in Deed Book 2012 at Page 005484-12; thence S87°31'39"E, along said South line, a distance of 85.16 feet for a POINT OF BEGINNING; thence continuing S87°31'39"E, along said South line, a distance of 24.45 feet; thence S32°38'52"E, a distance of 14.60 feet; thence S69°46'54"E, a distance of 473.68 feet; thence N40°32'47"E, a distance of 198.57 feet to a point on said South line; thence S87°31'39"E, along said South line, a distance of 25.41 feet; thence S40°32'47"W, a distance of 228.16 feet; thence N69°46'54"W, a distance of 494.32 feet; thence N32°38'52"W, a distance of 35.39 feet to the POINT OF BEGINNING. Containing 14,447 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, PERPETUAL SANITARY SEWER EASEMENT #2:

A 20.0 feet wide Sanitary Sewer Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) and a part of the Northwest Quarter (NW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S87°28'37"E, along the North line of said N½ of the SW¼, a distance of 990.02 feet to a point on the East line of a tract of land recorded in Deed Book 2012 at Page 005484-12; thence S01°04'27"W, along said East line, a distance of 111.69 feet to the POINT OF BEGINNING; thence N01°04'27"E, along said East line, a distance of 22.93 feet; thence N61°47'35"E, a distance of 50.79 feet; thence N45°31'05"E, a distance of 211.59 feet; thence N02°07'28"E, a distance of 1237.11 feet, to the South line of a tract of land recorded in Book 2007, at Page 052301-07; thence S87°33'35"E, along said South line, a distance of 20.00 feet; thence S02°07'28"W, leaving said South line, a distance of 1232.82 feet; thence S76°19'22"E, a distance of 482.69 feet; thence S68°04'23"E, a distance of 503.02 feet; thence S87°24'39"E, a distance of 432.06 feet; thence S88°35'24"E, a distance of 36.45 feet, to a point on the West right-of-way line of Farm Road 193, as described in Book 2017, at Page 010879-17; thence S12°20'15"E, along said West right-of-way line, a distance of 20.59 feet; thence N88°35'24"W, leaving said West right-of-way line, a distance of 41.55 feet; thence N87°24'39"W, a distance of 435.68 feet; thence N68°04'23"W, a distance of 504.98 feet; thence N76°19'22"W, a distance of 483.85 feet; thence S45°31'05"W, a distance of 212.87 feet; thence S61°47'35"W, a distance of 64.87 feet, to a point on the East line of said tract recorded in Book 2012, at Page 005484-12; thence N01°04'27"E, along said East line of said tract, a distance of 22.93; to the POINT OF BEGINNING, containing 59,480 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENTS DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT #1:

A variable width Temporary Construction Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S01°04'59"W, along the West line of said N½ of the SW¼, a distance of 330.00 feet to a point on the South line of a tract of land recorded in Deed Book 2012 at Page 005484-12; thence S87°31'39"E, along said South line, a distance of 109.61 feet for a POINT OF BEGINNING; thence continuing S87°31'39"E, along said South line, a distance of 167.93 feet; thence S69°46'54"E, a distance of 326.28 feet; thence N40°32'47"E, a distance of 126.33 feet to a point on said South line; thence S87°31'39"E, along said South line, a distance of 25.41 feet; thence S40°32'47"W, a distance of 198.57 feet; thence N69°46'54"W, a distance of 473.68 feet; thence N32°38'52"W, a distance of 14.60 feet to the POINT OF BEGINNING. Containing 28,251 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENT #2:

A variable width Temporary Construction Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S01°04'59"W, along the West line of said N½ of the SW¼, a distance of 330.00 feet to a point on the South line of a tract of land recorded in Deed Book 2012 at Page 005484-12; thence S87°31'39"E, along said South line, a distance of 85.16 feet for a POINT OF BEGINNING; thence S32°38'52"E, a distance of 35.39 feet; thence S69°46'54"E, a distance of 494.32 feet; thence N40°32'47"E, a distance of 228.16 feet to a point on said South line; thence S87°31'39"E, along said South line, a distance of 76.22 feet; thence S40°32'47"W, a distance of 274.26 feet; thence N69°46'54"W, a distance of 557.61 feet; thence N32°38'52"W, a distance of 56.17 feet to a point on said South line; thence S87°31'39"E, along said South line, a distance of 24.45 feet to the POINT OF BEGINNING. Containing 26,507 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENT #3:

A variable width Temporary Construction Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) and a part of the Northwest Quarter (NW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County

Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S87°28'37"E, along the North line of said N½ of the SW¼, a distance of 990.02 feet to a point on the East line of a tract of land recorded in Deed Book 2012 at Page 005484-12; thence S01°04'27"W, along said East line, a distance of 111.69 feet to the POINT OF BEGINNING; thence N01°04'27"E, along said East line, a distance of 22.93 feet; thence N61°47'35"E, a distance of 36.72 feet; thence N45°31'05"E, a distance of 157.11 feet; thence N02°07'28"E, a distance of 1241.16 feet; thence N87°33'35"W, a distance of 160.39 feet; thence N02°26'25"E, a distance of 20.00 feet, to the South line of a tract of land recorded in Book 2007, at Page 052301-07; thence S87°33'35"E, along said South line, a distance of 210.28 feet; thence S02°07'28"W, a distance of 1237.11 feet; thence S45°31'05"W, a distance of 211.59 feet; thence S61°47'35"W, a distance of 50.79 feet, to the POINT OF BEGINNING, containing 70,226 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENT #4:

A 60.0 foot wide Temporary Construction Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) and a part of the Northwest Quarter (NW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S87°28'37"E, along the North line of said N½ of the SW¼, a distance of 990.02 feet to a point on the East line of a tract of land recorded in Deed Book 2012 at Page 005484-12; thence S01°04'27"W, along said East line, a distance of 203.41 feet to the POINT OF BEGINNING; thence N01°04'27"E, a distance of 68.79 feet; thence N61°47'35"E, a distance of 64.87 feet; thence N45°31'05"E, a distance of 212.87 feet to a point hereinafter designated "POINT A"; thence S76°19'22"E, a distance of 483.85 feet; thence S68°04'23"E, a distance of 504.98 feet; thence S87°24'39"E, a distance of 435.68 feet; thence S88°35'24"E, a distance of 41.55 feet to a point on the West Right-of-Way line of Farm Road 193, as described in Book 2017, at Page 010879-17; thence S12°20'15"E, along said West Right-of-Way line, a distance of 61.77 feet; thence N88°35'24"W, leaving said Right-of-Way line, a distance of 56.84 feet; thence N87°24'39"W, a distance of 446.52 feet; thence N68°04'23"W, a distance of 510.88 feet; thence N76°19'22"W, a distance of 446.16 feet; thence S45°31'05"W, a distance of 188.08 feet; thence S61°47'35"W, a distance of 107.09 feet to the POINT OF BEGINNING, containing 104,981 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENT #5:

A variable width Temporary Construction Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) and a part of the Northwest Quarter (NW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at "POINT A" referenced in the description for TEMPORARY CONSTRUCTION EASEMENT #4 (above); thence N21°05'17"E, a distance of 20.17 feet to the POINT OF BEGINNING; thence N02°07'28"E, a distance of 1232.82 feet; thence S87°33'35"E, a distance of 15.00 feet; thence S02°07'28"W, a distance of 1215.39 feet; thence S76°19'22"E, a distance of 472.91 feet; thence S68°04'23"E, a distance of 501.05 feet; S87°24'39"E, a distance of 428.45 feet; thence S88°35'24"E, a distance of 31.35 feet, to a point on the West right-of-way line of Farm Road 193, as described in Book 2017, at Page 010879-17; thence S12°20'15"E, along said West right-of-way line, a distance of 20.59 feet; thence N88°35'24"W, leaving said West right-of-way line, a distance of 36.45 feet; thence N87°24'39"W, a distance of 432.06 feet; thence N68°04'23"W, a distance of 503.02 feet; thence N76°19'22"W, a distance of 482.69 feet, to the POINT OF BEGINNING, containing 47,241 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Said Temporary Construction Easements to terminate upon completion and acceptance of improvements.

Tract #2: Owner(s) of Tract 2 is Bryan K. Blount Revocable Trust dated October 11, 2004 and Mark H. Bryant and Wanda M. Bryant, husband and wife to the extent they claim any right in the property described as Tract 2. Also, Leah Betts, Greene County Collector of Revenue, to the extent of any unpaid taxes.

PERPETUAL SANITARY SEWER EASEMENTS BEING DESCRIBED AS FOLLOWS:

PERPETUAL SANITARY SEWER EASEMENT #1:

A 20.0 feet wide Sanitary Sewer Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2012 at Page 005484-12, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S01°04'59"W, along the West line of said N½ of the SW¼, a distance of 168.54 feet for a POINT OF BEGINNING; thence S32°38'52"E, a distance of 197.34 feet to a point on the South line of said tract of land; thence N87°31'39"W, along said South line, a distance of 24.45 feet; thence N32°38'52"W, a distance of 153.31 feet to a point on the West line of said N½ of the SW¼; thence N01°04'59"E, along said West

line, a distance of 36.02 feet to the POINT OF BEGINNING. Containing 3,507 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, PERPETUAL SANITARY SEWER EASEMENT #2:

A 20.0 feet wide Sanitary Sewer Easement being a part of the North One-Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2012 at Page 005484-12, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$; thence S01°04'59"W, along the West line of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$, a distance of 330.00 feet to a point on the South line of said tract of land; thence S87°31'39"E, along said South line, 691.61 feet for a POINT OF BEGINNING; thence N40°32'47"E, a distance of 158.35 feet; thence N61°47'35"E, a distance of 226.65 feet to a point on the East line of said tract of land; thence S01°04'27"W, along said East line, a distance of 22.93 feet; thence S61°47'35"W, a distance of 211.69 feet; thence S40°32'47"W, a distance of 138.93 feet to a point on said South line; thence N87°31'39"W, along said South line, a distance of 25.41 feet to the POINT OF BEGINNING, containing 7,356 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENTS DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT #1:

A variable width Temporary Construction Easement being a part of the North One-Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2012 at Page 005484-12, and being more particularly described as follows:

BEGINNING at said Northwest corner of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$; thence S87°28'37"E, along the North line of said tract, a distance of 50.02 feet; thence S01°04'59"W, leaving said North line, a distance of 134.12 feet; thence S32°38'52"E, a distance of 191.60 feet; thence S69°46'54"E, a distance of 128.15 feet, to a point on the South line of said tract; thence N87°31'39"W, along said South line, a distance of 167.93 feet; thence N32°38'52"W, leaving said South line, a distance of 197.34 feet, to a point on the West line of said N $\frac{1}{2}$, SW $\frac{1}{4}$; thence N01°04'59"W, along said West line, a distance of 168.54 feet to the POINT OF BEGINNING, containing 22,514 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENT #2:

A 20.0 feet wide Temporary Construction Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2012 at Page 005484-12, and being more particularly described as follows:

COMMENCING at said Northwest corner of the N½ of the SW¼; thence S01°04'59"W, along the West line of said N½ of the SW¼, a distance of 204.56 feet for a POINT OF BEGINNING; thence S32°38'52"E, a distance of 153.31 feet to a point on the South line of said tract of land; thence N87°31'39"W, along said South line, a distance of 24.45 feet; thence N32°38'52"W, a distance of 109.29 feet to a point on the West line of said N½ of the SW¼; thence N01°04'59"E, along said West line, a distance of 36.02 feet to the POINT OF BEGINNING, containing 2,626 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENT #3:

A 20.0 feet wide Temporary Construction Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2012 at Page 005484-12, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S01°04'59"W, along the West line of said N½ of the SW¼, a distance of 330.00 feet to a point on the South line of said tract of land; thence S87°31'39"E, along said South line, 666.20 feet for a POINT OF BEGINNING; thence N40°32'47"E, a distance of 177.76 feet; thence N61°47'35"E, a distance of 241.62 feet to a point on the East line of said tract of land; thence S01°04'27"W, along said East line, a distance of 22.93 feet; thence S61°47'35"W, a distance of 226.65 feet; thence S40°32'47"W, a distance of 158.35 feet to a point on said South line; thence N87°31'39"W, along said South line, a distance of 25.41 feet to the POINT OF BEGINNING. Containing 8,044 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENT #4:

A 60.0 feet wide Temporary Construction Easement being a part of the North One-Half (N½) of the Southwest Quarter (SW¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2012 at Page 005484-12, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S01°04'59"W, along the West line of said N½ of the SW¼, a distance of 330.00 feet to a point on the South line of said tract of land; thence S87°31'39"E, along

said South line, 717.02 feet for a POINT OF BEGINNING; thence N40°32'47"E, a distance of 138.93 feet; thence N61°47'35"E, a distance of 211.69 feet to a point on the East line of said tract of land; thence S01°04'27"W, along said East line, a distance of 68.79 feet; thence S61°47'35"W, a distance of 166.79 feet; thence S40°32'47"W, a distance of 80.67 feet to a point on said South line; thence N87°31'39"W, along said South line, a distance of 76.22 feet to the POINT OF BEGINNING, containing 17,942 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Said Temporary Construction Easements to terminate upon completion and acceptance of improvements.

Tract #3: Owner(s) of Tract 3 is Bryant Farms of Greene County, Limited Liability Company also commonly referred to as Bryant Family Farms of Greene County Limited Liability Company and Mark H. Bryant and Wanda M. Bryant, husband and wife to the extent they claim any right in the property described as Tract 3. Also, Leah Betts, Greene County Collector of Revenue, to the extent of any unpaid taxes.

A PERPETUAL SANITARY SEWER EASEMENT BEING DESCRIBED AS FOLLOWS:

A 20.0 feet wide Sanitary Sewer Easement being a part of the West One-Half (W½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing boat spike at the Northeast corner of said SE¼ of Section 23; thence N87°28'37"W, along the north line of the E½ of said NE¼ of the SE¼, a distance of 666.58 feet to the Northeast corner of said W½ of the NE¼ of the SE¼; thence S01°04'53"W, along the East line of said W½ of the NE¼ of the SE¼, a distance of 462.46 feet for a POINT OF BEGINNING; thence continuing S01°04'53"W, along said East line, a distance of 20.82 feet; thence N72°49'56"W, a distance of 249.79 feet; thence N60°40'54"W, a distance of 453.11 feet; thence N82°48'52"W, a distance of 27.37 feet to a point on the West line of said W½ of the NE¼ of the SE¼; thence N01°05'27"E, along said West line, a distance of 20.11 feet; thence S82°48'52"E, a distance of 33.41 feet; thence S60°40'54"E, a distance of 454.89 feet; thence S72°49'56"E, a distance of 241.89 feet to the POINT OF BEGINNING. Containing 14,605 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENTS DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT #1:

A variable width Temporary Construction Easement being a part of the West One-Half (W½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 23,

Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing boat spike at the Northeast corner of said SE $\frac{1}{4}$ of Section 23; thence N87°28'37"W, along the north line of the E $\frac{1}{2}$ of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, a distance of 666.58 feet to the Northeast corner of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S01°04'53"W, along the East line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, a distance of 441.64 feet for a POINT OF BEGINNING; thence continuing S01°04'53"W, along said East line, a distance of 20.82 feet; thence N72°49'56"W, a distance of 241.89 feet; thence N60°40'54"W, a distance of 454.89 feet; thence N82°48'52"W, a distance of 33.41 feet to a point on the West line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence N01°05'27"E, along said West line, a distance of 20.11 feet; thence S82°48'52"E, a distance of 39.46 feet; thence N18°15'07"E, a distance of 40.76 feet; thence S60°40'54"E, a distance of 460.24 feet; thence S23°14'35"W, a distance of 40.23 feet; thence S72°49'56"E, a distance of 233.99 feet to the POINT OF BEGINNING. Containing 32,942 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ALSO, TEMPORARY CONSTRUCTION EASEMENT #2:

A variable width Temporary Construction Easement being a part of the West One-Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the tract of land described in the Quit Claim Deed recorded in the Greene County Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing boat spike at the Northeast corner of said SE $\frac{1}{4}$ of Section 23; thence N87°28'37"W, along the north line of the E $\frac{1}{2}$ of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, a distance of 666.58 feet to the Northeast corner of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S01°04'53"W, along the East line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, a distance of 483.28 feet for a POINT OF BEGINNING; thence continuing S01°04'53"W, along said East line, a distance of 62.45 feet; thence N72°49'56"W, a distance of 273.47 feet; thence N23°14'35"E, a distance of 40.23 feet; thence N60°40'54"W, a distance of 451.33 feet; thence S18°15'07"W, a distance of 40.76 feet; thence N82°48'52"W, a distance of 9.22 feet to a point on the West line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence N01°05'27"E, along said West line, a distance of 60.34 feet; thence S82°48'52"E, a distance of 27.37 feet; thence S60°40'54"E, a distance of 453.11 feet; thence S72°49'56"E, a distance of 249.79 feet to the POINT OF BEGINNING, containing 25,840 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Said Temporary Construction Easements to terminate upon completion and acceptance of improvements.

402
403 Section 2 – City Council hereby finds and declares that the Hunt Branch Trunk
404 Sewer Project, identified as project #5PW5716, serves a legitimate public purpose as it
405 is necessary to provide a sewer infrastructure backbone to the southeastern Urban
406 Service Area.

407
408 Section 3 – The City Attorney, or her designee, is hereby authorized to proceed
409 immediately with condemnation proceedings against the above described properties as
410 authorized by Article II, Sections 2.16(3), (7) and (10), and Article XIX, Section 19.18 of
411 the City Charter; and the officers of the City are further authorized to exercise any and
412 all powers necessary to carry out the terms of this Ordinance.

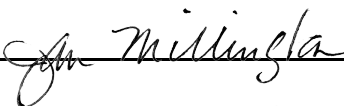
413
414 Section 4 – This Ordinance shall be in full force and effect from and after
415 passage.

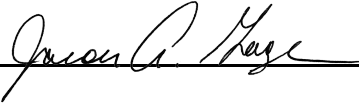
416
417 Passed at meeting: _____

418
419 _____
420 Mayor

421
422 Attest: _____, City Clerk

423
424 Filed as Ordinance: _____

425
426
427 Approved as to form: , Assistant City Attorney

428
429
430 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 177

FILED: 07-21-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To declare the necessity of condemning rights-of-way over, under, and through the properties herein described for the purpose of constructing and maintaining sanitary sewers in the Hunt Branch Trunk Sewer Project, #5PW5716; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

BACKGROUND INFORMATION: The Hunt Branch Trunk Sewer Project has been approved by Council within the Capital Improvement Plan and will be funded through the Environmental Services Clean Water Fund.

This easement acquisition is necessary to extend sewer to the U.S. Highway 60 corridor, east of Springfield. The trunk sewer will provide a sewer infrastructure backbone ultimately serving a 3,500-acre watershed.

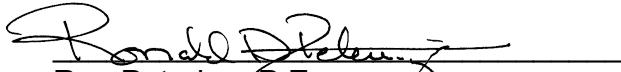
City right-of-way staff have been able to reach agreements regarding the necessary rights-of-way on eight (8) out of eleven (11) tracts. This Ordinance allows the Law Department to begin condemnation proceedings regarding the remaining three tracts as shown in Exhibit A, all of which are owned by the same, or closely aligned, entities and persons. An overview of the three tracts is shown in Exhibit B.

In 2005, City Council amended the Urban Service Area to include the Hunt Branch Watershed, citing a desire to promote urban growth in accordance with the comprehensive plan. In 2008, City Council approved Ordinance 25334 declaring the necessity of condemning these same three tracts, but the project was placed on hold following the economic downturn. In 2020, discussions with the property owners resulted in a slightly modified alignment from that presented in 2008. The current alignment is less obtrusive to the property as cooperation from City Utilities allows the sanitary sewer to share an existing 100-foot utility easement where possible.

Negotiations are continuing regarding the remaining tracts to obtain the necessary easements and we are hopeful to reach an agreement soon. To allow this project to stay on schedule for contractor award in Spring 2021, it is necessary to gain this approval now. Should a settlement be reached with the remaining property owner, condemnation will not be pursued.

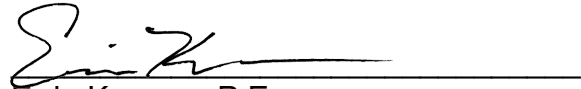
REMARKS: The Environmental Services Department recommends passage of this Council bill.

Submitted by:


Ron Petering, P.E.

Assistant Director of Environmental Services

Recommended by:


Errin Kemper, P.E.

Director of Environmental Services

Approved by:


Jason Gage

City Manager

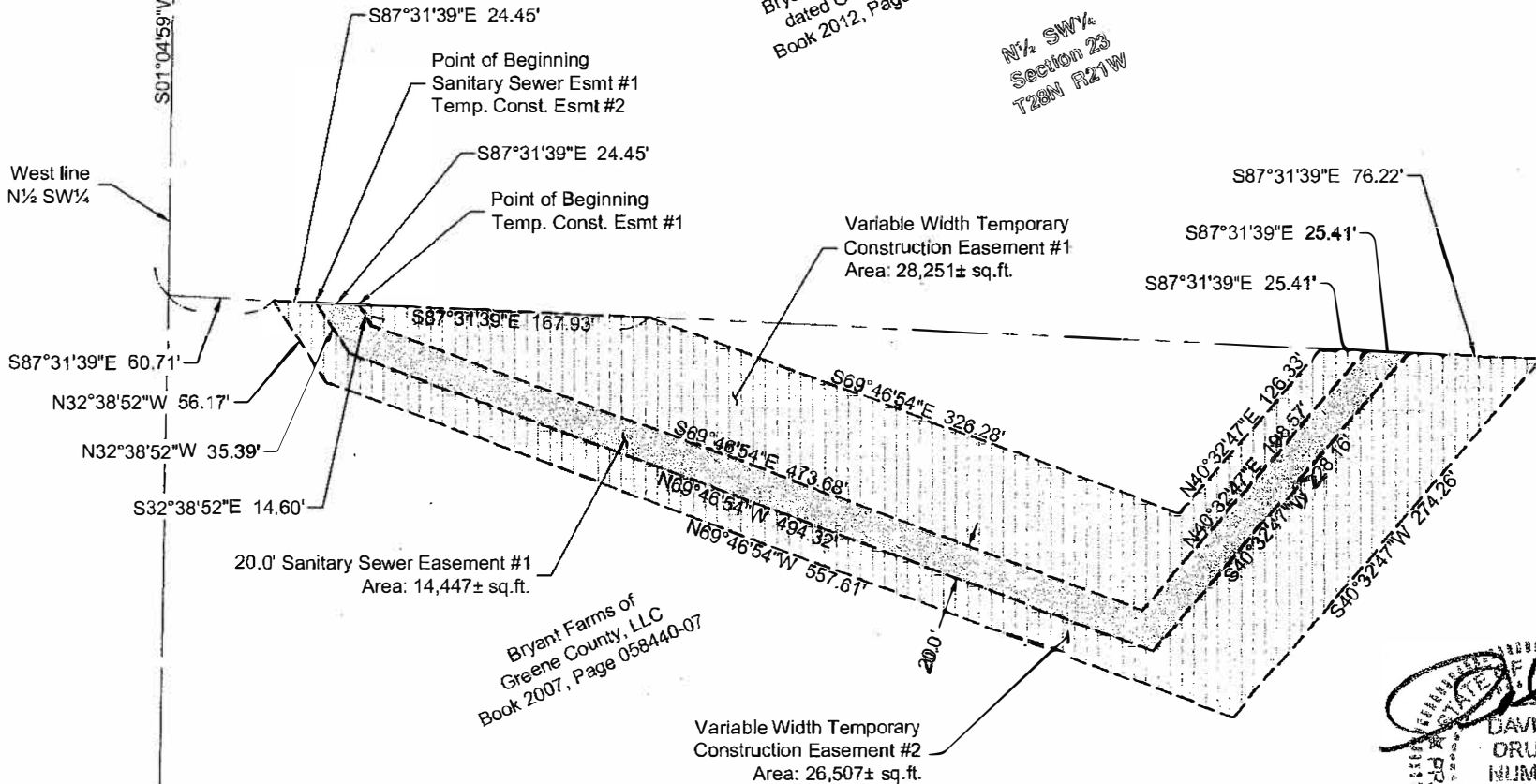
Exhibit A



Commencing Point
Ex. 5/8" Iron Bar
NW Corner
SW 1/4, 23-28-21

Bryan K. Blount Rev. Trust
dated October 11, 2004
Book 2012, Page 005484-12

N 1/2 SW 1/4
Section 23
T28N R21W



This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

DAVID D. DRUMM
NUMBER
PLS-2007017958
Date: 2020.03.16 09:20:39-0500

Digitally signed by David D. Drumm
Date: 2020.03.16 09:20:39-0500

PROJECT NO: 018-0982

DRAWN BY: DDD

DATE: 03.13.20

SANITARY SEWER EASEMENT & TEMPORARY CONSTRUCTION EASEMENT

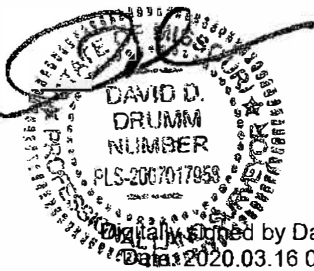
13 of 10

MOLSSON
ASSOCIATES

Certificate of Authority: Survey MO# LC366
550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802
FAX 417.890.8805

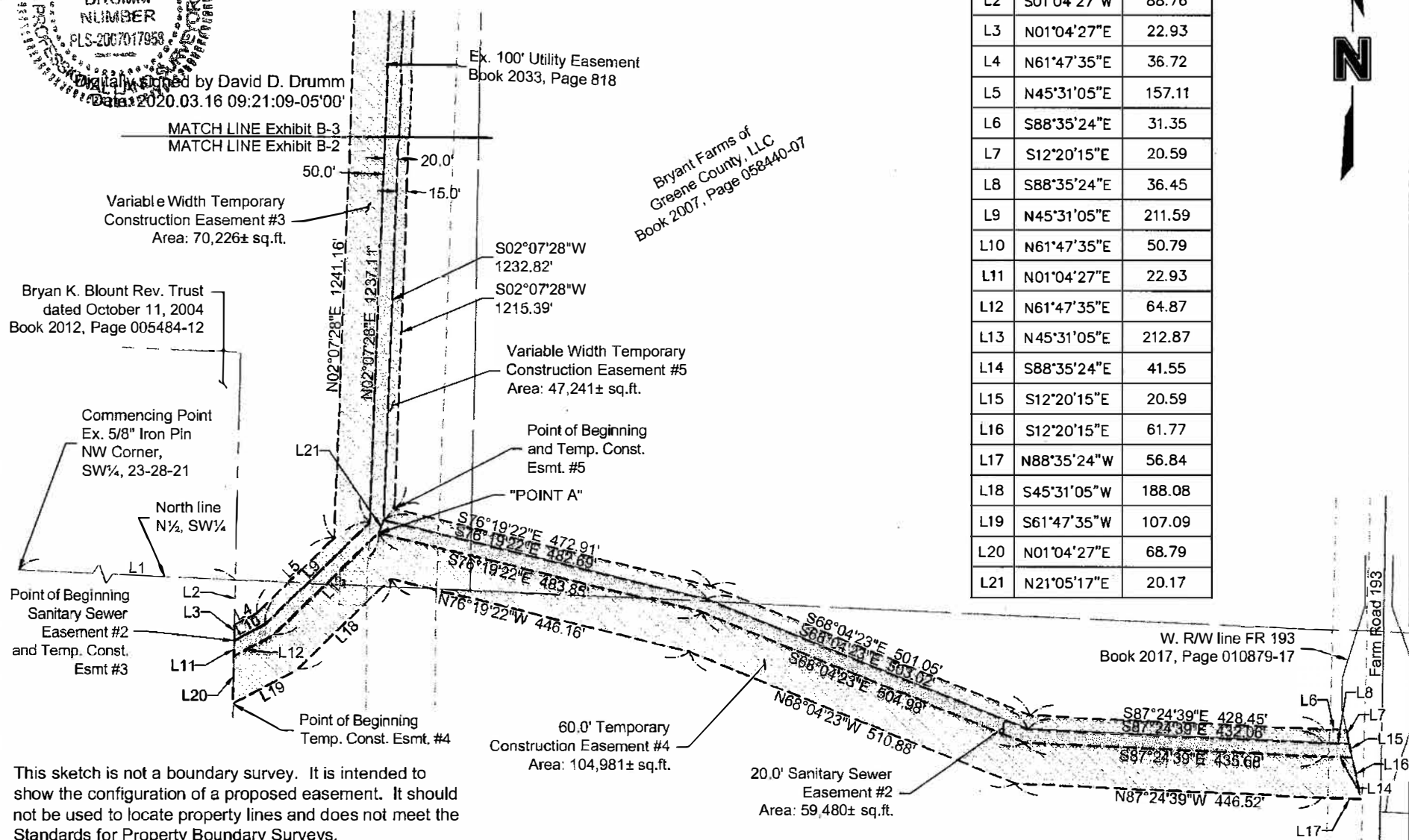
EXHIBIT
TRACT #1
Page 1

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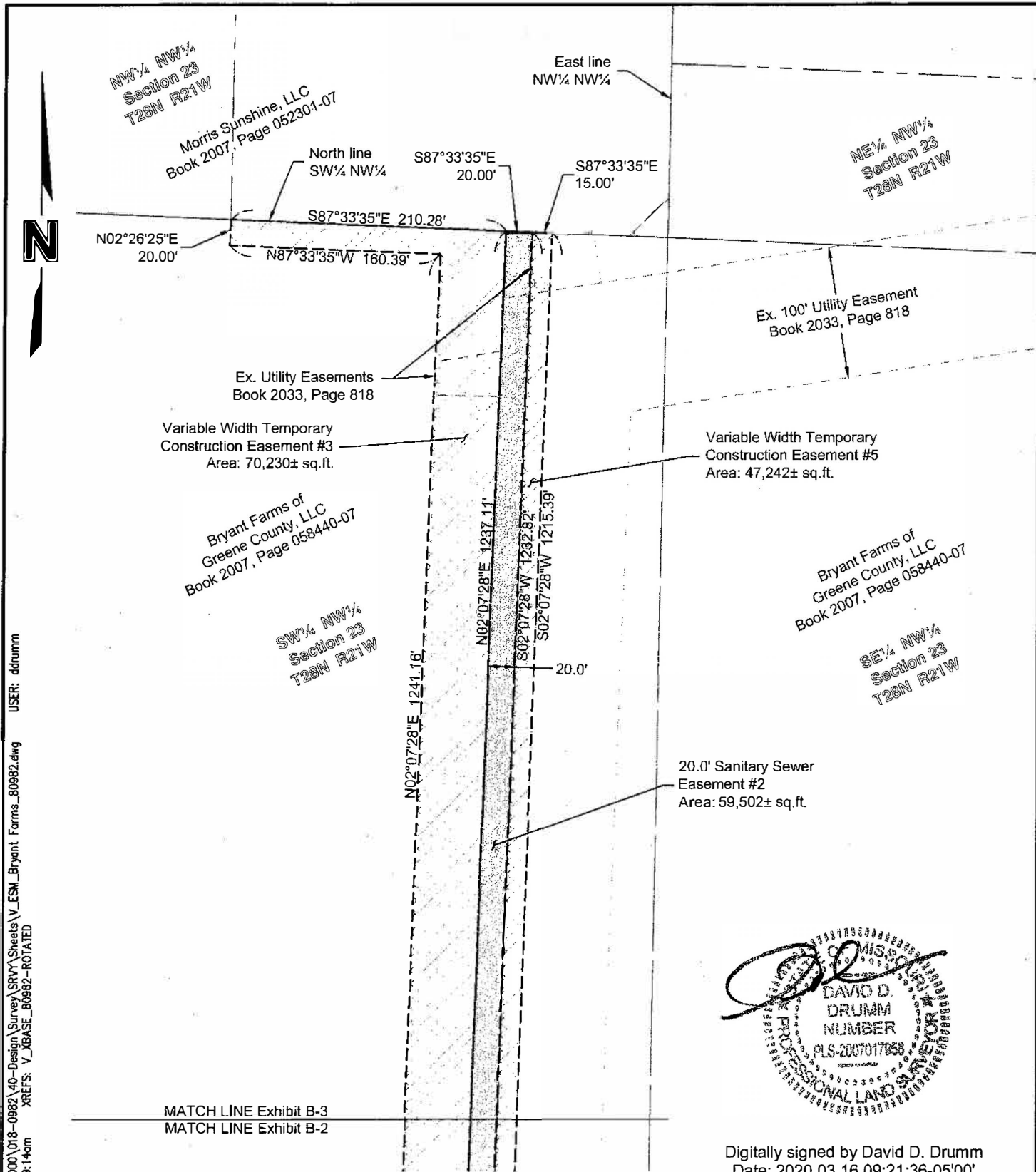
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DATE: Mar 16, 2020 9:14am
XREFS: V_XBASE_80982-ROTATED



LINE TABLE		
ID	DIRECTION	DIST.(FT)
L1	S87°28'37"E	990.02
L2	S01°04'27"W	88.76
L3	N01°04'27"E	22.93
L4	N61°47'35"E	36.72
L5	N45°31'05"E	157.11
L6	S88°35'24"E	31.35
L7	S12°20'15"E	20.59
L8	S88°35'24"E	36.45
L9	N45°31'05"E	211.59
L10	N61°47'35"E	50.79
L11	N01°04'27"E	22.93
L12	N61°47'35"E	64.87
L13	N45°31'05"E	212.87
L14	S88°35'24"E	41.55
L15	S12°20'15"E	20.59
L16	S12°20'15"E	61.77
L17	N88°35'24"W	56.84
L18	S45°31'05"W	188.08
L19	S61°47'35"W	107.09
L20	N01°04'27"E	68.79
L21	N21°05'17"E	20.17

This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

PROJECT NO: 018-0982	SANITARY SEWER EASEMENT & TEMPORARY CONSTRUCTION EASEMENT		Certificate of Authority: Survey MO# LC366	EXHIBIT
DRAWN BY: DDD			550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 417.890.8805	TRACT #1
DATE: 03.13.20				Page 2



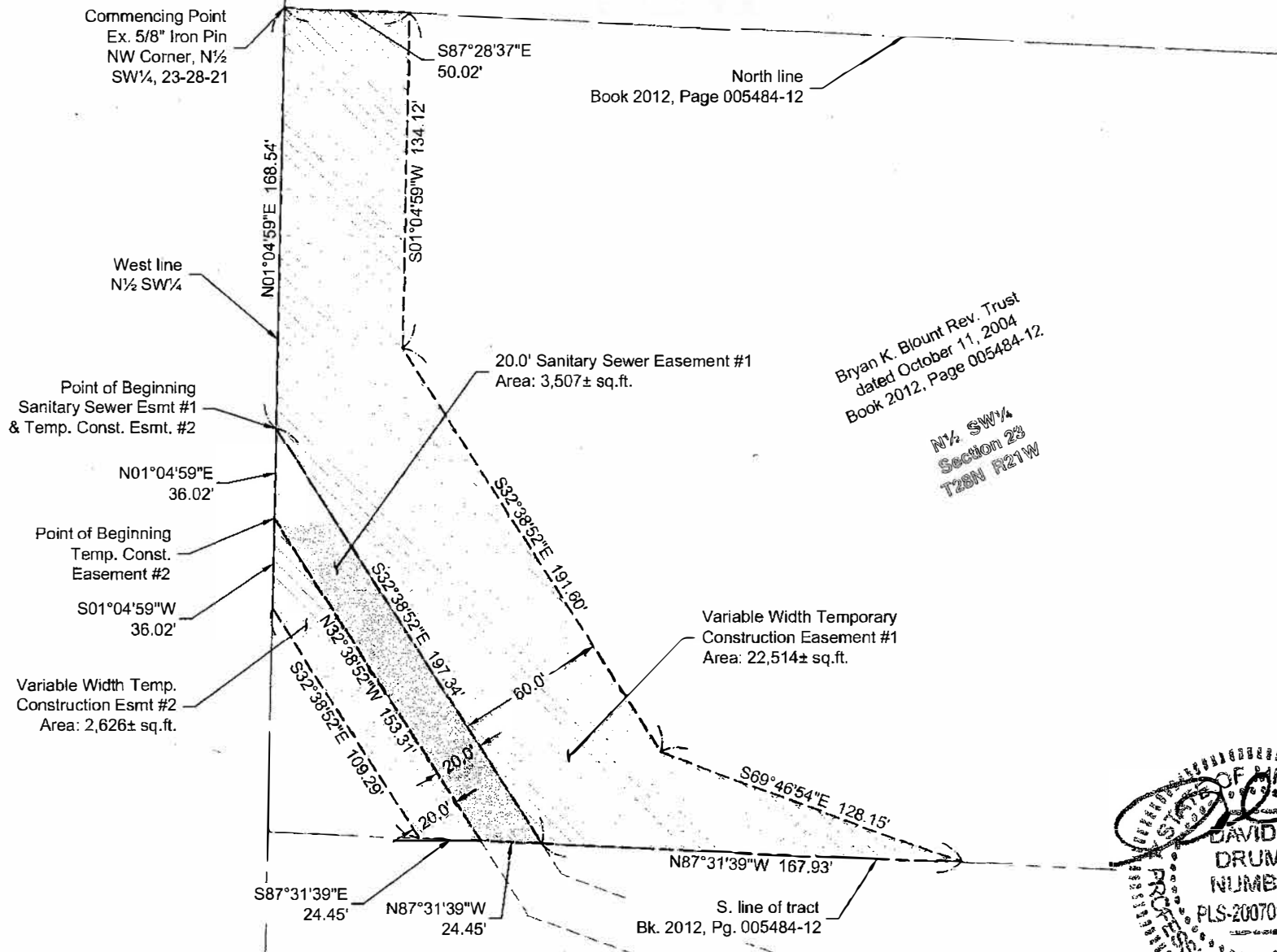
DAVID D. DRUMM
 NUMBER
 PLS-2007017058
 PROFESSIONAL LAND SURVEYOR

Digitally signed by David D. Drumm
 Date: 2020.03.16 09:21:36-05'00'

This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

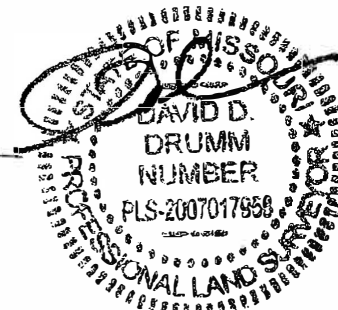
PROJECT NO: 018.0982	SANITARY SEWER & TEMPORARY CONSTRUCTION EASEMENT		Ce rti f c Authority: Survey MO# LC366 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 417.890.8805	EXHIBIT TRACT #1 Page 3
DRAWN BY: DDD				
DATE: 03.13.20				

USER: ddummm
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Bryan K. Blount Rev. Trust
 dated October 11, 2004
 Book 2012, Page 005484-12.

N1/4 SW1/4
 Section 23
 T28N R21W



This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

PROJECT NO:	018-0982
DRAWN BY:	DDD
DATE:	03.16.20

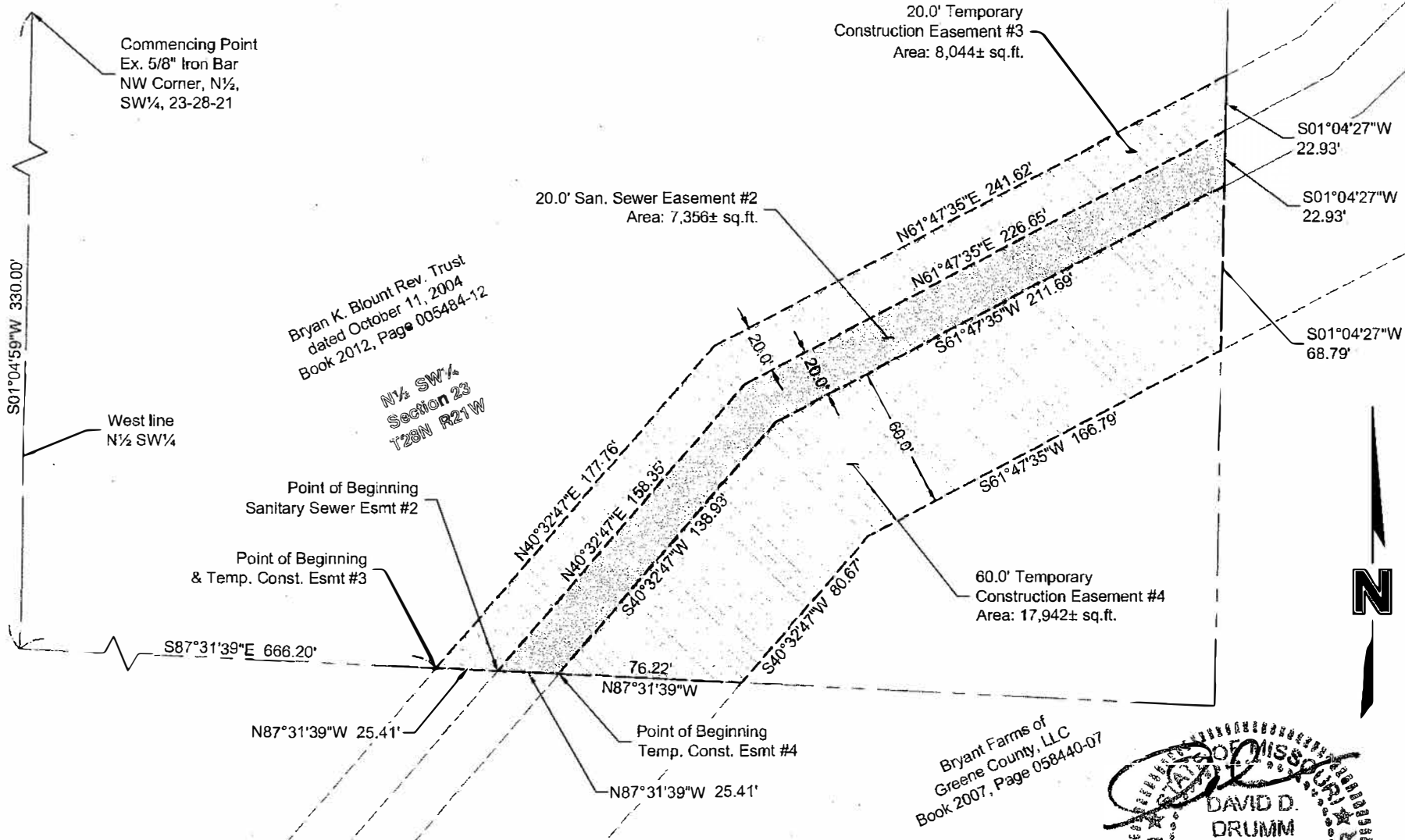
SANITARY SEWER EASEMENT & TEMPORARY CONSTRUCTION EASEMENT

MOLSSON
 ASSOCIATES

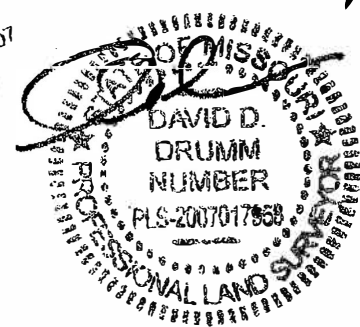
Certificate of Authority: Survey MO# LC366
 550 St. Louis Street
 Springfield, MO 65806
 TEL 417.890.8802
 FAX 417.890.8805

EXHIBIT
 TRACT #2
 Page 1

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This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.



PROJECT NO:	018-0982
DRAWN BY:	CDA
DATE:	05.24.18

SANITARY SEWER EASEMENT & TEMPORARY CONSTRUCTION EASEMENT

17 of 10

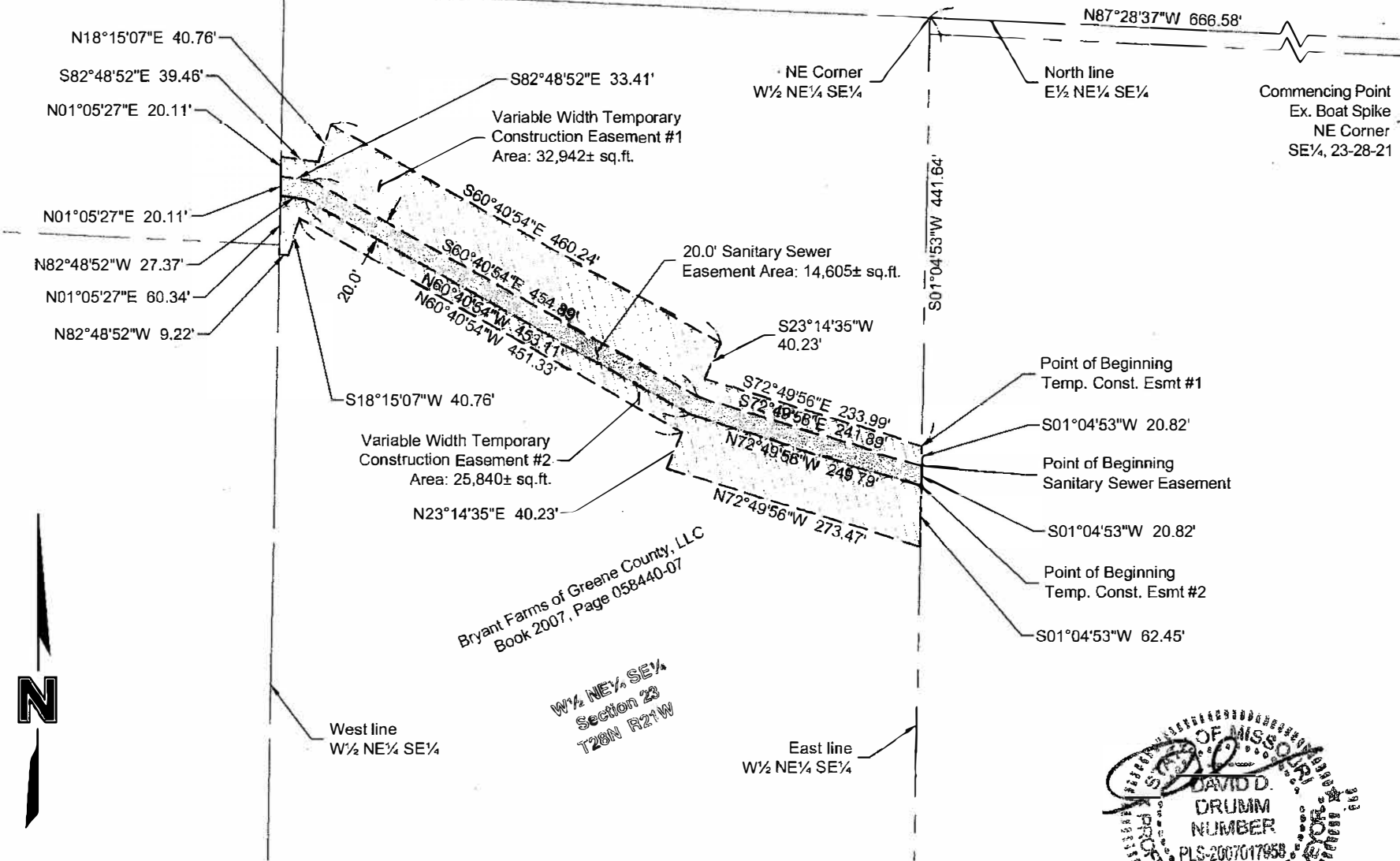
Certificate of Authority: Survey MO# LC366
 550 St. Louis Street
 Springfield, MO 65806
 TEL 417.890.8802
 FAX 417.890.8805

EXHIBIT

TRACT #2

Page 2

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This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

STATE OF MISSOURI
 DAVID D. DRUMM
 PROFESSIONAL SURVEYOR
 NUMBER
 PLS-2007017958
 Digitally signed by David D. Drumm
 Date: 2020.03.16 16:15:38 -0500

PROJECT NO: 018-0982	SANITARY SEWER EASEMENT & TEMPORARY CONSTRUCTION EASEMENT		Certificate of Authority: Survey MO# LC366 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 417.890.8805	EXHIBIT TRACT #3 Page 1
DRAWN BY: CDA				
DATE: 03.16.20				

Exhibit B

Hunt Branch Trunk Sewer
Overview of Tracts #1, #2 & #3



North

Scale 1" = 600'

Farm Road 189

U.S. Highway 60

Farm Road 193

TRACT #2
BLOUNT, BRYAN K TR
1923200024

Main "B"

Trunk Sewer "A"

TRACT #1
BRYANT FARMS OF
GREENE COUNTY LLC
1923200023

Trunk Sewer "A"

TRACT #3
BRYANT FARMS OF
GREENE COUNTY LLC
1923400013

State Highway NN

One-rdg. _____
P. Hmgs. _____
Pgs. 13
Filed: 07-21-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 178

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the West Meadows Trail and Parking
2 Lot Improvements, Plan No. 2018PW0077; accepting the bid of Emery
3 Sapp & Sons, Inc., in the amount of \$405,508.60, for construction of
4 said project; and authorizing the City Manager, or his designee, to
5 enter into an agreement with such bidder.
6 _____
7

8 WHEREAS, the Jordan Creek Trail at West Meadows is part of the overall
9 master plan for redevelopment of the Jordan Creek Valley in downtown Springfield; and
10

11 WHEREAS, the West Meadows Trail and Parking Lot Improvements, Plan No.
12 2018PW0077, depicted in "Exhibit A", which is attached hereto and incorporated herein
13 by this reference, utilizes land adjacent to Historic Route 66 and the Route 66 Roadside
14 Park which has been part of an environmental clean-up; and
15

16 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
17 *Events* from June 12, 2020, to June 16, 2020, and all bids were opened on July 7, 2020;
18 and
19

20 WHEREAS, Emery Sapp & Sons, Inc., is the lowest responsive and responsible
21 bidder for the Project; and
22

23 WHEREAS, if approved, the Project will be partially funded by a Recreational
24 Trails Grant from the Missouri Department of Natural Resources in the amount of
25 \$250,000, which was previously budgeted, and \$155,508.60 will be funded by the 1/8-
26 cent Transportation Sales Tax Alternative Transportation Program and is already
27 budgeted.
28

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

32 Section 1 – City Council hereby approves the plans and specifications for the
33 Project generally referred to as the West Meadows Trail and Parking Lot Improvements,

Plan No. 2018PW0077, and accepts the bid of Emery Sapp & Sons, Inc., for said Project, at the price and sum of \$405,508.60, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into an agreement with said bidder, said agreement to be in substantially similar form to the document attached hereto and incorporated herein by this reference as “Exhibit B,” and in accordance with the terms of the bid, the plans, and the specifications, and to do all things necessary to carry out the intent of the agreement.

Section 3 – All workers performing work under the agreement attached hereto as “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law. Contractors and any subcontractor performing work under this agreement must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-178

FILED: 07-21-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the West Meadows Trail and Parking Lot Improvements, Plan No. 2018PW0077; accepting the bid of Emery Sapp & Sons, Inc., in the amount of \$405,508.60, for construction of said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The Jordan Creek Trail at West Meadows is part of the overall master plan for redevelopment of the Jordan Creek Valley in downtown Springfield. This trail and parking lot will be adjacent to Historic Route 66 and the Route 66 Roadside Park. This project creates a use for open space that has been part of an environmental clean-up project and is a part of an overall plan to facilitate the redevelopment of a drainage ditch into a living urban stream with streamside amenities. Exhibit A shows the project limits.

Bids were solicited for this project by advertising in the *Daily Events* from June 12, 2020, to June 16, 2020. Bids were opened on July 7, 2020, at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Emery Sapp & Sons	\$405,508.60
Hunter Chase	\$880,972.00
Engineer's Estimate	\$483,485.50

The low bid, if accepted, will be partially funded by a Recreational Trails Grant from the Missouri Department of Natural Resources (\$250,000), which was previously budgeted. The remaining \$155,508.60 will be funded by the 1/8-cent Transportation Sales Tax Alternative Transportation Program and is already budgeted.

Supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

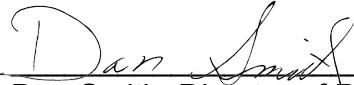
REMARKS: Public Works recommends acceptance of the bid Emery Sapp & Sons, Inc. as the lowest responsible bid and passage of this Ordinance.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



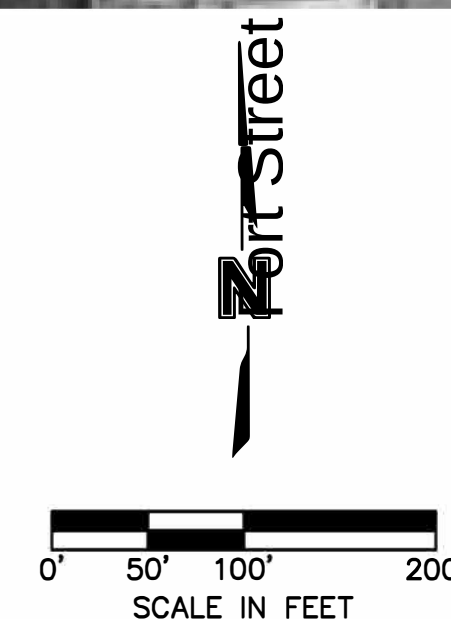
Jason Gage, City Manager

Exhibit A



DWG: F:\PROJECTS\013-1182_WTRS\Design\131182_NEW LAYOUT EXHIBIT-2017.04.26.dwg USER: aboll
DATE: Apr 27, 2017 12:00pm XREFS: 131182_xtopo 131182_P_Base-NEW-2017.04.26


MISSOURI
ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com



CITY OF SPRINGFIELD, MISSOURI PARKING AND TRAIL IMPROVEMENTS FOR WEST MEADOWS			
APPROVED BY _____ DATE _____ DIRECTOR OF PUBLIC WORKS			
SURVEYED BY: OLSSON	DESIGN: <u> TDD </u> DRAWN: <u> TDD </u> CHECKED: <u> NWM </u>	SCALES HOR: <u> </u> VERT: <u> </u>	SHEET <u> 1 </u> OF <u> 1 </u> SHEET FILE NO. <u> FILE NO. 01 </u>

drawn by: _____ TDD checked by: _____ NWM approved by: _____ NWM project no.: _____ 013-1182 drawing no. NEWLAYOUT/EXHIBIT date: 04.26.2017	NEW TRAIL CONCEPT EXHIBIT				REV. NO.	DATE	REVISIONS DESCRIPTION	REV. BY
	WEST MEADOWS PARKING AND TRAIL IMPROVEMENTS							
					NO.	DATE	DESCR.	
	SPRINGFIELD, MISSOURI				2017	DEVISIONS		

OLSSON[®]
ASSOCIATES
Olson Associates, Engineering MO State Cert. of Authority #001932
Olson Associates, Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St. Suite 1500
St. Louis, MO 63102
TEL: 314.789.8802
FAX: 314.789.8802
www.olsonassociates.com

Exhibit B

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:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1994 FAX: (417) 864-1907 ATTN: JONATHAN PEITZ DEPT.: PUBLIC WORKS		NAME: EMERY SAPP & SONS, INC. ADDRESS: 5350E STATE HWY AA SPRINGFIELD, MO 65803 PHONE: (417) 833-9915 FAX: ATTN: KYLE ROY	

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:

West Meadows Trail 2018PW0077 RTP#2018-08

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 within 75 calendar days 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.

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 or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract, or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever wage is applicable. Contractor shall pay wages not less than once a week. 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. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. 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; and

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 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 accident or occurrence.

d. **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.

e. **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.

f. **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.

4. 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 **\$405,508.60 (Four Hundred Five Thousand Five Hundred Eight Dollars and Sixty Cents)** 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.

5. 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.

6. 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.

7. 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 \$1,000 per day for each and every calendar day 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.

8. Termination for Cause. 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.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, 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.

10. Termination for Convenience of City. The City shall have the right at any time 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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. 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 **\$405,508.60 (Four Hundred Five Thousand Five Hundred Eight Dollars and Sixty Cents)** 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. Such compensation will be paid in progress payments, 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.

16. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (10-01-19 Revised Edition)
- e. Special Conditions & Provisions
- f. Required Federal Contract Provisions
- g. Proposal
- h. Statement of Bidder's Qualifications
- i. Acknowledgment
- j. Performance Bond and Payment and Material Bond
- k. Instructions to Bidders
- l. Anti-collusion Affidavit
- m. Notice to Proceed
- n. 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.

17. 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.

18. 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 RSMo. Section 105.450 et seq. shall not be violated.

19. 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.

20. 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.

21. 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 RSMo.

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.

22. 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.

23. 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.

24. 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. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. 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. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. 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.

26. 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.

27. 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.

28. 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.

REVIEWED BY:

RECOMMENDED BY:

Director of Public Works or Acting Director

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

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

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Company: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 07-07-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-170

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Cost Share
2 Agreement with Springfield Public Schools to share the costs
3 associated with sidewalk construction along Smith Street, near
4 Hillcrest High School, with the City's expected contribution to be
5 \$21,335; and amending the budget of the Department of Public
6 Works for Fiscal Year 2020-2021 in the amount of \$21,335 to
7 appropriate Springfield Public Schools' contribution to the costs.
8 _____
9

10 WHEREAS, the City of Springfield is engaged in a city-wide program of sidewalk
11 improvement; and
12

13 WHEREAS, Springfield Public Schools ("SPS") is engaged in a program to
14 expand and improve Hillcrest High School and desires to improve student pedestrian
15 safety along the southern portion of their property; and
16

17 WHEREAS, coordinating the addition of a sidewalk with the construction planned
18 for Hillcrest will result in cost and time savings for taxpayers of both entities; and
19

20 WHEREAS, in order to designate and apportion costs the parties have jointly
21 developed the proposed Cost Share Agreement in which costs will be split evenly, with
22 each party estimated to contribute \$21,335.
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 Cost Share Agreement in substantial conformity with "Exhibit A," which is attached
29 hereto and incorporated by this reference.
30

31 Section 2 – The budget of the Department of Public Works for Fiscal Year 2020-
32 2021 is hereby amended in the accounts and in the amounts as shown on Budget
33 Adjustment No. 004, a copy of which is attached hereto and incorporated herein by

reference as "Exhibit C."

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 171

FILED: 07-07-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Cost Share Agreement with Springfield Public Schools to share the costs associated with sidewalk construction along Smith Street, near Hillcrest High School, with the City's expected contribution to be \$21,335; and amending the budget of the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$21,335 to appropriate Springfield Public Schools' contribution to the costs.

BACKGROUND INFORMATION: Smith Street has been a desired location for sidewalk for many years. Limited right-of-way and adjacent infrastructure have made the construction of this segment difficult. Hillcrest High School desires sidewalk in this location so students can travel to the adjacent soccer fields. This agreement allows the City of Springfield and Springfield Public Schools ("SPS") to share the construction costs for the installation of the sidewalk.

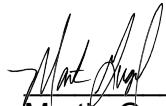
The cost for this work is estimated at \$42,670 and will be split evenly between the City of Springfield and SPS, each contributing \$21,335. The City's share will be funded by the 1/8-cent Transportation Sales Tax Alternative Transportation Program and is already budgeted. The contribution from SPS for 50 percent of the estimated project cost is being appropriated by the attached budget adjustment.

Supports the following City Council Priorities:

- Public Safety
- Fiscal sustainability

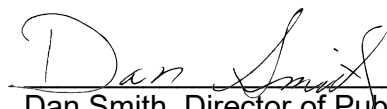
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



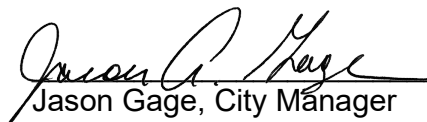
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

COST SHARING AGREEMENT FOR SIDEWALK IMPROVEMENTS TO WEST SMITH STREET

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between Springfield Public Schools ("SPS") and the City of Springfield, Missouri, a Municipal corporation ("City").

WITNESSETH:

WHEREAS, City has a continuing program to expand 'walkability' by developing additional sidewalk mileage and

WHEREAS, SPS is in the process of expanding and upgrading Hillcrest High School located at 3319 N. Grant Avenue, and will be doing construction work requiring sidewalks on Smith Street in the same area the City desires to improve sidewalks as part of its sidewalk construction plan; and

WHEREAS, Cooperating on the addition of sidewalk during the construction planned for Hillcrest will result in cost and time savings for taxpayers of both entities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, and in order to memorialize the terms and conditions of the parties' agreement for the West Smith Street sidewalk installation the parties hereby agree as follows:

1. The City will construct approximately 540 linear feet of 5-foot-wide sidewalk along the north side of the 800-900 block of West Smith Street.
2. Rights of way and easements.
 - a. SPS agrees to dedicate any required easements needed to construct and maintain the sidewalk on all properties owned by SPS.
 - b. SPS agrees to cooperate and provide access to the City's contractor during construction.
3. Financial Responsibilities. The project is estimated to cost \$42,670.00. SPS agrees to pay one half of the final cost once the project is completed. Payment is due 30 days after the statement for expenses is sent by the City. Payment of this sum, the execution of needed documents, and cooperation with construction are the only requirement of SPS
4. Maintenance and Ownership. The City will maintain the sidewalk in accord with City standards and ordinances. SPS will have such obligations as required by City Codes as an abutting landowner.
5. Construction Plans and Permits. The City will begin construction in normal course of its

current New Sidewalk Construction program. The City will be responsible for all aspects of plans and construction.

6. Conflict of Interest. In accepting this contract, SPS 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 City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.
7. Assignment. SPS 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.
8. Notices. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and SPS at the following addresses:

The School District of Springfield R-12
Attn: Travis Shaw, Ed.D.
Executive Director – Operations
Springfield Public Schools
General Services Center
Address: 1458 E. Chestnut Expy.
Springfield, MO 65802
Phone: 417-523-0051
Email:tcshaw@spsmail.org

City of Springfield
Attn: Director of Public Works
840 N. Boonville, PO Box 8368
Springfield, MO 65802
Fax: 417-864-1929

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.

9. Entirety. This Agreement, and any Exhibits or Attachments referenced in said agreement, contains the entire agreement of the parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. All amendments to this Agreement, whether by modification or supplementation, shall be in writing and signed and approved by City and SPS.
10. 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 have caused this instrument to be duly executed on the date first written above.

SPRINGFIELD PUBLIC SCHOOLS

Signature: _____

(Print name and title)

Date: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

Assistant City Manager

Date: _____

APPROVED AS TO FORM

Assistant City Attorney

Exhibit B



Hillcrest High School

540' - 5' wide
concrete sidewalk

Dickerson Park Zoo

Ozarks Empire Fair Grounds



CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
004

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	414110	000000	00000	\$ 21,335	Springfield Public Schools Contribution for New Sidewalk Construction Along The North Side of Smith Street
Net Revenue Adjustment						\$ 21,335	

Expenditures:

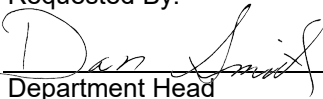
Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	509110	000000	00000	\$ 21,335	New Sidewalk Construction Along The North Side of Smith Street - 50% Of Total Estimated Cost
Net Expenditure Adjustment						\$ 21,335	

Fund Balance Appropriation:

Fund	Title	Amount

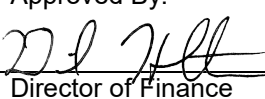
Explanation: To amend the FY2020-21 budget by appropriating a contribution from Springfield Public Schools for 50% of the estimated cost of constructing approximately 540 linear feet of new sidewalks along the north side of Smith Street based on the proposed Cost Share Agreement. The City's 50% share of costs for this project will be funded by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program and is already budgeted.

Requested By:


Department Head

7/7/20
Date

Approved By:


Director of Finance

7/7/20
Date

City Manager

Date

Authorization:

Council Bill No. 2020-171

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____