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
November 30, 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. NOVEMBER 16, 2020 CITY COUNCIL MEETING AND NOVEMBER 24, 2020 SPECIAL CITY COUNCIL MEETINGS.**

   Documents:

   11-16-2020.PDF
   11-24-20 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, NOVEMBER 27, 2020.**

4. **CEREMONIAL MATTERS**

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 2020-252 (Schilling)**

   A general ordinance amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-451, 'Home Occupations,' to allow food preparation as a home occupation. (Staff and Planning and Zoning Commission both recommend approval.)

   Documents:

   2020-252.PDF

8. **Council Bill 2020-253 (Ferguson)**

   A special ordinance authorizing the City Manager, or his designee, to accept a donation of $35,000 from the Commercial Club of Springfield, Missouri, for inclusion in the construction and maintenance costs of the Jefferson Avenue Footbridge; and amending the budget for Fiscal Year 2020-2021 to appropriate the donation funds.

   Documents:

   2020-253.PDF

9. **Council Bill 2020-254 (Ferguson)**

   A special ordinance authorizing the City Manager, or his designee, to enter into Missouri Highways and Transportation Commission STP-Urban Program Supplemental Agreement #1 for an additional $560,000 of funding which requires a local match of $140,000; and amending the budget of the Department of Public Works in the total amount of $700,000 for Fiscal Year 2020-2021, for the purpose of appropriating funds to be used in the rehabilitation of the Jefferson Avenue Foot Bridge.

   Documents:

   2020-254.PDF

10. **Council Bill 2020-255 (Lear)**

    A special ordinance authorizing the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant through the U.S. Department of the Treasury and Greene County, Missouri, in the amount of $34,689 for use by the City of Springfield's Department of Workforce Development; and amending the Fiscal Year 2020-2021 budget in the amount of $34,689 for the purpose of appropriating the grant

budget in the amount of $54,000 for the purpose of appropriating the grant funds.

Documents:

2020-255.PDF

11. **Council Bill 2020-256 (Schilling)**

A special ordinance approving the plans and specifications for the Southwest Wastewater Treatment Plant Pond 2 Improvements Project; accepting the bid of Branco Enterprises, Inc., in the amount of $887,718; authorizing the City Manager, or his designee, to enter into contracts necessary for completion of said Project; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget for the Department of Environmental Services for the contract price, plus a 10 percent contingency, in the amount of $976,490, and to appropriate retained earnings of the Clean Water Enterprise Fund.

Documents:

2020-256.PDF

12. **Council Bill 2020-257 (Hosmer)**

A special ordinance authorizing the City Manager, or designee, and the Chief Judge of Municipal Court to enter into a 'Show Me Courts Statement of Expectations and Agreement' with the Office of State Courts Administrator for the implementation of court automation software.

Documents:

2020-257.PDF

13. **Council Bill 2020-258 (Ollis)**

A general ordinance amending the Springfield City Code, Chapter 42, 'Courts,' Section 42-41, 'Court costs,' Subsection (a) 'Fee schedule,' by adding a surcharge of $7 for the statewide automation fund and making certain corrections.

Documents:

2020-258.PDF

14. **Council Bill 2020-259 (Ferguson)**

A special ordinance approving the sale of real property at 2616 West Walnut Street to Lloyd Babcock Construction for $12,600.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-259.PDF

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

16. **Council Bill 2020-271 (Ferguson)**

A resolution declaring the intent of the City of Springfield to annex approximately 239 acres of private property generally located at 5544 and 6006 West State Highway 266 into the City of Springfield. (Staff recommends approval.) (By: JJ&J Incorporated; 5544 and 6006 West State Highway 266; A-1-2021.)

Documents:

2020-271.PDF

17. **Council Bill 2020-272 (Ferguson)**

A resolution initiating amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' for the purpose of allowing certain development inside the Airport Overlay District with review and recommendations by the Airport Board.

Documents:

2020-272.PDF

18. **Council Bill 2020-273 (Hosmer)**

A resolution authorizing a modification to the existing exception to the Urban Service Area to provide sanitary sewer service to an additional 13.4 acres at the intersection of Highways 160 and CC in Christian County, subject to certain conditions. (Planning and Zoning Commission and staff recommend approval).

Documents:

2020-273.PDF

19. **Council Bill 2020-274 (McClure)**

A resolution adopting the City of Springfield's Legislative Priorities for 2021.

Documents:

2020-274.PDF

20. **Council Bill 2020-275 (Ollis)**

A resolution declaring the intent of the City of Springfield, Missouri to financially assist with certain public improvements and incentives related to a private development project anchored by an athletic complex, to be developed by Philcrest Properties.

Documents:

2020-275.PDF

21. **Council Bill 2020-276 (Hosmer)**

A resolution declaring the intent of the City of Springfield to financially assist and fully support planned and developing improvements to its Cooper Park/Lake Country Soccer Complex and Facilities.

Documents:

2020-276.PDF

22. **EMERGENCY BILLS. Citizens May Speak. May Be Voted On.**

23. **Council Bill 2020-277 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to pay the costs of a third-party vendor to operate expanded contact tracing services for the School District of Springfield R-12, and to enter into an addendum to the City's contract with third-party vendor Maximus Federal Services, Inc., to carry out expanded contact tracing services; amending the budget of the City of Springfield for Fiscal Year 2020-2021 in the amount of $152,502; and declaring an emergency pursuant to City Charter Section 2.12.

Documents:

2020-277.PDF

24. **PUBLIC IMPROVEMENTS.**

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

26. **Council Bill 2020-278 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant for expanded Epidemiology and Laboratory Capacity through the Missouri Department of Health and Senior Services in the amount of $71,150 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2020-2021 budget of the Springfield-Greene County Health Department in the amount of $71,150 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

2020-278.PDF

27. **Council Bill 2020-279 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to accept an Increasing Adult Influenza Vaccination Rates grant from the Missouri Department of Health and Senior Services in the amount of $20,000 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2020-2021 budget of the Springfield-Greene County Health Department in the amount of $20,000 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

2020-279.PDF

28. **AMENDED BILLS.**

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

30. **Council Bill 2020-281 (Ferguson)**

A special ordinance approving a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Bolivar Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and Staff recommend approval.)

Documents:

2020-281.PDF

31. **Council Bill 2020-282 (McGull)**

A special ordinance approving a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Cedarbrook Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and Staff recommend approval.)

Documents:

2020-282.PDF

32. **Council Bill 2020-283 (Schilling)**

A special ordinance approving a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Dogwood Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial on the basis of blight.)

Documents:

2020-283.PDF

33. **Council Bill 2020-284 (McGull)**

A special ordinance approving a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Glenwood Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and Staff recommend approval.)

Documents:

2020-284.PDF

34. **Council Bill 2020-285 (McGull)**

A special ordinance approving a Redevelopment Plan submitted by Keystone Family Homes, LP, for the East High Street Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

Documents:

2020-285.PDF

35. **Council Bill 2020-286 (McGull)**

35. **Council Bill 2020-286 (McGull)**

A special ordinance approving a Redevelopment Plan submitted by Keystone Family Homes, LP, for the North Delaware Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

Documents:

2020-286.PDF

36. **Council Bill 2020-287 (Schilling)**

A special ordinance approving a Redevelopment Plan submitted by Keystone Family Homes, LP, for the South Weaver Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

Documents:

2020-287.PDF

37. **Council Bill 2020-288 (Schilling)**

A special ordinance approving a Redevelopment Plan submitted by Keystone Family Homes, LP, for the West Sunset Street Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

Documents:

2020-288.PDF

38. **Council Bill 2020-289 (McGull)**

A special ordinance approving a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Villa Marie Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

Documents:

2020-289.PDF

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

40. **Council Bill 2020-290 (Lear, Schilling, Fisk, And Simpson)**

A general ordinance amending the Springfield City Code, Chapter 2, Article VI, Division 4, "Police Officers' and Fire Fighters' Retirement System," by repealing Section 2-477, "Reduction of disability benefits when beneficiary is gainfully employed." (Recommended by the Finance and Administration Committee.)

Documents:

2020-290.PDF

41. **Council Bill 2020-291 (Referendum Petition)**

A general ordinance repealing General Ordinance 6614, said ordinance being entitled, "Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map."

Documents:

2020-291.PDF

42. **Council Bill 2020-292 (Referendum Petition)**

A special ordinance calling an election on August 3, 2021, in the City of Springfield, Missouri, to submit to the qualified voters a question as to whether or not to approve General Ordinance 6614, passed by City Council on August 10, 2020, said ordinance being entitled, "Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally

located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map"; and declaring an emergency.

Documents:

2020-292.PDF

43. **Council Bill 2020-293 (Ollis)**

A general ordinance amending the Springfield City Code, Chapter 46, 'Elections,' by repealing Section 46-6, 'Campaign Finance,' in its entirety.

Documents:

2020-293.PDF

44. **Council Bill 2020-293 S1 (Hosmer)**

A general ordinance amending the Springfield City Code, Chapter 46, 'Elections,' by repealing Section 46-6, 'Campaign Finance,' in its entirety and replacing it with a new Section 46-6.

Documents:

2020-293 S1.PDF

45. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

Darrel Day wishes to address City Council.

Carolyn McGhee wishes to address City Council.

Robert Mondy wishes to address City Council.

Lisa Meeks wishes to address City Council.

46. **NEW BUSINESS.**

The Public Involvement Committee recommends the following appointment to the Board of Equalization: Courtney Pinkham-Martin with term to expire April 1, 2021.

The Public Involvement Committee recommends the following reappointments to the Citizens Advisory Committee for Community Development: David Carr and Brandy McShane with terms to expire May 1, 2023.

The Public Involvement Committee recommends the following appointments to the Citizens Advisory Committee for Community Development: Cynthia "Abby" Rea and Jenna deJong with terms to expire May 1, 2022.

The Public Involvement Committee recommends the following appointment to the Citizens' Tax Oversight Committee: Kenneth Williams with term to expire May 1, 2022.

The Public Involvement Committee recommends the following reappointments to the Landmarks Board: Randall Allen and Adam Letterman with terms to expire November 1, 2023.

The Public Involvement Committee recommends the following reappointments to the Personnel Board: Stephanie Appleby, Diana Day, and Philip Pulliam with terms to expire March 1, 2023.

The Public Involvement Committee recommends the following appointments to the Personnel Board: Erica Cook and Tyler Tooley with terms to expire March 1, 2021.

The Public Involvement Committee recommends the following reappointments to the Planning and Zoning Commission: Natalie Broekhoven and Britton Jobe with terms to expire January 1, 2025.

The Public Involvement Committee recommends the following appointments to the Planning and Zoning Commission: Zeke Hall, Kuleya Bruce, Bruce Colony, and Carl Knuckles with terms to expire January 1, 2025.

The Public Involvement Committee recommends the following reappointment to the Police Officers' & Fire Fighters' Retirement System Board of Trustees: James "Mike" Bridges with term to expire April 30, 2023.

The Public Involvement Committee recommends the following appointment to the Police Officers' & Fire Fighters' Retirement System Board of Trustees: Andy Stewart with term to expire April 30, 2023.

The Public Involvement Committee recommends the following reappointment to the Public Building Corporation: Austin Simpson with term to expire September 1, 2026.

The Mayor recommends the following reappointment to the Public Housing Authority: Rusty Worley with term to expire April 11, 2024.

The Mayor recommends the following reappointments to the Springfield Convention and Visitors Bureau, Inc.: Bob Belote and Joe Wadkins with terms to expire January 1, 2024.

The Mayor recommends the following appointment to the Springfield Convention and Visitors Bureau, Inc.: Brad Beattie with term to expire January 1, 2024.

47. **UNFINISHED BUSINESS.**

48. **MISCELLANEOUS.**

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

50. **Council Bill 2020-294 (Simpson)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Green Corners, generally located at 4625 South Biloxi Avenue, upon the filing and recording of a final plat which substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Robert Green; 4625 Biloxi Avenue; Preliminary Plat of Green Corners.)

Documents:

2020-294.PDF

51. **Council Bill 2020-295 (Ferguson)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Kramer West 2nd Addition, generally located at 3638 West Division Street, upon the filing and recording of a final plat which substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Kramer Enterprises Division, LLC; 3638 West Division Street; Preliminary Plat of Kramer West 2nd Addition.)

Documents:

2020-295.PDF

52. **Council Bill 2020-296 (Ferguson)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Scott-Farmer Addition, generally located at 1633 West Scott Street, upon the filing and recording of a final plat which substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: RAL Property Management, LLC; 1633 West Scott Street, Preliminary Plat of Scott-Farmer Addition.)

Documents:

2020-296.PDF

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

54. **Council Bill 2020-297 (Simpson)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement on behalf of the City with the REJIS Commission for the acquisition of a Prosecuting Attorney Management System for use with the Show Me Courts records system; and declaring an emergency.

Documents:

2020-297.PDF

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

56. **Council Bill 2020-260 (Ferguson)**

A special ordinance approving the sale of real property at 2051 North Summit Avenue to Lloyd Babcock Construction for $12,075.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-260.PDF

57. **Council Bill 2020-261 (Ferguson)**

A special ordinance approving the sale of real property at 1325 West Brower Street to Lloyd Babcock Construction for $8,400.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-261.PDF

58. **Council Bill 2020-262 (Ferguson)**

A special ordinance approving the sale of real property at 1216 North Forest Avenue to Lloyd Babcock Construction for $8,925.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-262.PDF

59. **Council Bill 2020-263 (Schilling)**

A special ordinance approving the sale of real property at 1114 South Hillcrest Avenue to Lloyd Babcock Construction for $15,120.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-263.PDF

60. **Council Bill 2020-264 (Ferguson)**

A special ordinance approving the sale of real property at 528 North Homewood Avenue to David Hamilton for $4,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-264.PDF

61. **Council Bill 2020-265 (Ferguson)**

A special ordinance approving the sale of real property at 1634 West Nichols Street to Randall Gear for $10,500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-265.PDF

62. **Council Bill 2020-266 (Ferguson)**

A special ordinance approving the sale of real property at 1311 North Clay Avenue to Stirling Properties, LLC, for $16,550.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-266.PDF

63. **Council Bill 2020-267 (Ferguson)**

A special ordinance approving the sale of real property at 631 West Tampa Street to Educational Investments, LLC, for $6,300.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-267.PDF

64. **Council Bill 2020-268 (Ferguson)**

A special ordinance approving the sale of real property at 525 North Westgate Avenue to Larry Williams for $4,000.00; authorizing the issuance

of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-268.PDF

65. **Council Bill 2020-269 (Ferguson)**

A special ordinance approving the sale of real property at 1036 West Division Street to Master Auto Mechanic for Less, LLC, for $5,000.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

2020-269.PDF

66. **Council Bill 2020-270 (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into a supplemental agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, in the amount of $23,987.89 to allow for additional services and to set out terms of the financial obligations between the parties.

Documents:

2020-270.PDF

67. **BOARD CONFIRMATIONS.**

The Committee of the Whole confirms the following reappointments to the Board of Public Utilities: Mark Millsap, Nancy Williams, and Donald Woody with terms to expire December 1, 2023.

The Committee of the Whole confirms the following appointment to Board of Public Utilities: Clifton Smart with term to expire December 1, 2023.

68. **END OF CONSENT AGENDA.**

69. **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.

November 16 , 2020
Springfield, Missouri

The City Council met in regular session November 16, 2020 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call

Present. Jan Fisk, Craig Hosmer, Richard Ollis, Andrew Lear, Abe McGull, Matthew Simpson, Mike Schilling, Phyllis Ferguson* and Ken McClure. Absent. None.

*Members attending via videoconference.

Minutes

The minutes of November 2, 2020 City Council meeting and October 20, 2020, November 3, 2020 and November 10, 2020 Special City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as amended.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager, noted there is one last City Council Listening Session scheduled. He noted citizens may submit comments online, may sign up to speak at the socially distanced events, plus each session will be livestreamed.

Mr. Gage noted the kickoff for the Restore SGF Kickoff is tomorrow at 6:00 p, at the Fairbanks and explained the initiative is a collaborative effort to enhance, restore and rehabilitate homes in Springfield's heritage neighborhoods.

He noted the next virtual community engagement session for the development of the Grant Avenue Parkway will take place at 5:30 p.m. Thursday at GrantAvenueParkway.com.

Mr. Gage noted the City is seeking input to prioritize the themes and issues cited by the community during the Forward SGF workshops held last year, as well as input for the future of Commercial Street. He noted links to the surveys are available from springfieldmo.gov.

Mr. Gage noted Public Works will install the Mayor's Christmas Tree in Park Central Square tomorrow morning. He noted the Mayor's Tree Lighting Holiday Show, benefitting the Ozarks Performing Arts League, is scheduled for Saturday, November 21, 2020. Mr. Gage noted citizens can tune in to KY3 Saturday night from 7-8 p.m. to watch performances by the Springfield Ballet, Springfield Little Theatre, Springfield Regional Opera, Springfield Symphony and other great local artists, followed by the Mayor lighting the

DRAFT

Christmas tree on Park Central Square. He noted the Mayor is encouraging everyone in Springfield, including area churches, to ring bells when he lights the tree at approximately 7:55 p.m. Mr. Gage noted socially distanced drive-through selfies with Santa will be available 8-9:30 p.m. in front of the Vantage on Robberson Alley.
Councilman Hosmer asked Mr. Gage for information and enforcement pertaining to the City's noise ordinance, as he has had several constituents complain about noise from vehicles.

Mr. Gage noted he has asked the Chief of Police to increase awareness of noise ordinance violations, but it is often a matter of police being in the area to witness the violation in order to take action.

Councilman Ollis echoed Councilman Hosmer's comments and added his concern for excessive speeding on North Glenstone by groups of motorcyclists.

Mayor Pro Tem Ferguson asked if license numbers and audio of the noise are enough evidence for police to follow up.

Mr. Gage noted he would check with Chief Williams.

Clay Goddard, Director of Public Health and Welfare, provided an update on COVID-19. He noted the community is currently in the middle of the second wave of the virus. Mr. Goddard reviewed the number of new cases for the month of November and the past week for Greene County and the State. He noted there are two ends to a pandemic, societal and medical. Mr. Goddard expressed his concern many in the community have surpassed the societal threshold. He reviewed the Moderna and Pfizer vaccines. He expressed his opinion people will get to the end of this pandemic, but will require people to collectively move in the same direction, taking the same precautions, and showing the same personal responsibility. Mr. Goddard expressed his belief people will be frustrated in the coming months with the holiday season and having to make sacrifices, while desiring a thread of normalcy. He reviewed the number of people hospitalized, the number that are Greene County residents, the number in the ICU, and the number of people on ventilators. Mr. Goddard expressed his belief vaccinations will be available in the next few months, but until then people need to remember to watch your distance, wash your hands, and wear your mask.

Councilman Simpson asked about the storage temperatures for the Moderna versus Pfizer vaccines and the difficulty level associated with the administration of both vaccines.

Mr. Goddard answered the Moderna vaccine will be slightly easier to handle and store, but it is still a two-dose vaccine; therefore, adding logistic factors.

DRAFT

Councilman Simpson noted COVID-19 graphs no longer depict a curve, but sharp spikes.

Mr. Goddard agreed and noted COVID-19 compared to the 1918 pandemic are strikingly similar.

Councilman Lear noted many communities in the state have taken steps back and asked what actions Mr. Goddard thought the City should be considering.

Mr. Goddard responded he has been in contact with the City Manager and they are exploring all options.

Councilman Lear expressed his opinion people want to get back to normal as quickly as possible, so whatever remedies are needed is better economically.

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

Amending Elections and Campaign Finance

Sponsor: Lear, Hosmer, and McGull. Council Bill 2020-248.

A general ordinance amending the Springfield City Code, Chapter 46, 'Elections,' Section 46-6, 'Campaign Finance,' and establishing an effective date. (Recommended by the Plans and Policies Committee.)

Councilman Schilling expressed his support for the proposed and noted it the proposed would match the requirements of the State and Federal levels. He expressed his opinion it would also help contributors keep track of campaign contribution laws.

Councilman Ollis expressed his opinion some type of campaign finance cap is needed, but caps in the past have not proven effective. He reviewed Political Action Committees (PACs) from the State level created to circumvent campaign finance caps. Councilman Ollis reviewed dark money and how it cannot be traced. He expressed his opinion campaign finance caps have made the situation worse and noted he will not be supporting the proposed.

Councilman Hosmer noted he will be supporting the proposed. He noted between 1996 and 2008, the City operated under the same guidelines as the State. Councilman Hosmer noted in 2008 the State changed campaign finance caps, but the City did not and there have not been campaign finance caps since. He expressed his opinion there are problems when implementing campaign finance caps, but that is an issue for the Supreme Court. He noted people voted in 1996, 2016, and 2018 to limit campaign contributions. Councilman Hosmer noted the Governor of the State of Missouri is limited to $2,650, as is every constitutional office in the State and

DRAFT

all legislative members; yet someone running for a City Council seat can have unlimited contributions. He noted Springfield is the largest city in Missouri that does not have campaign finance caps.

Councilman Simpson expressed his opinion campaign finance caps are good, but how they are enacted may have unintended consequences. He expressed his opinion the unintended consequences are foreseeable. Councilman Simpson noted he supports the intent of the proposed, but does not believe the proposed is the way to achieve campaign finance caps and therefore will be voting in opposition of the proposed.

Councilman Lear expressed his opinion current campaign finance laws are not the will of the people, not good for democracy, and not good for the country. He expressed his opinion he would like to have an ordinance similar to the proposed, but believes the proposed will be detrimental and not have the intended effect. Councilman Lear noted he will be voting in opposition of the proposed.
Councilman McGull noted he voted for the proposed to come to City Council, as he wanted City Council to debate on the proposed. He expressed his opinion the proposed favors the wealthy and incumbents. Councilman McGull expressed his concern the proposed may limit the potential of people running for City Council. He expressed his opinion true campaign finance reform would be a specified amount of money given by the City to each candidate with no other funds to be used. Councilman McGull noted he will be voting in opposition to the proposed.

Mayor Pro Tem Ferguson expressed her opinion the current ordinance maintains the transparency of campaign contributions. She noted she will be voting in opposition of the proposed.

Councilman Hosmer noted the current ordinance allows a contribution of $500 to a candidate and $1,000 during an election. He expressed his opinion no member of City Council follows this ordinance. Councilman Hosmer expressed his opinion candidates want to take unlimited amounts of money, but this is not good for public policy or democracy. He expressed his opinion the City operated under the ordinance in the early 1990's and there was not a problem for incumbents or dark money, he expressed his belief it is a problem because City Council does not want to limit the amount money that can be accepted to run for a political office.

Mayor McClure noted he will be voting in opposition to the proposed. He expressed his opinion the proposed is poorly crafted, is a procedural nightmare, is contradictory, is contrary to the City Charter, and noted campaign finance caps at the State level have changed three times since 2008. Mayor McClure expressed his opinion the effective date of the proposed is December 1, 2020, which is in the middle of candidate filing and expressed his concern the effective date would protect incumbents. He cited

an article in the Columbia Missourian referencing Missouri politicians circumventing campaign finance caps by using PACs. Mayor McClure noted multiple PAC contributions to Clean Missouri. He expressed his opinion the current ordinance is not perfect, but it is transparent. Mayor McClure recommended the proposed be defeated and all of Chapter 46 be repealed.

City Council Bill 2020-248 failed by the following vote: Ayes: Schilling and Hosmer Nays: Ferguson, Fisk, Ollis, Lear, McGull, Simpson and McClure. Abstain: None.

Increasing Number of Members for the Police Civilian Review Board

Sponsor: McClure. Council Bill 2020-249.

A special ordinance amending Special Ordinances 23765, 24472, and 25460 establishing and defining the Police Civilian Review Board to increase the size of the Board from five members to seven members, to modify the process by which Board members are appointed, and to modify the minimum qualifications for Board members to be eligible for appointment.

City Council Bill 2020-249. Special ordinance 27410 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Abstain: None.

The following bill appeared on the agenda under Resolutions .

Repealing Resolution 10478

Sponsor: McClure. Council Bill 2020-251.

A resolution repealing Resolution 10478 as to the conduct of Councilmember Jan Fisk referred to Hearing Examiner Kenneth Thompson pursuant to Section 2-60(o)(1) of the Code of the City of Springfield.

Councilwoman Fisk recused herself.

Ken McClure, Mayor, provided a brief overview of the proposed. He noted on November 7, 2018 a complaint was filed with the Missouri Ethics Commission by a citizen. Mayor McClure noted on February 5, 2019 a letter was sent to the Mayor from the Missouri Ethics Commission noting reasonable grounds to support a violation. He noted on March 25, 2019 the matter was referred to a Hearing Examiner. Mayor McClure reviewed the possible violations. He noted after extensive review during the summer of 2019, a revised request for referral was made on September 24, 2019. Mayor McClure noted on October 7, 2019 resolution 10478 was adopted. He noted he is in possession of a letter signed by every member of City Council requesting a withdrawal of request for referral to a Hearing Examiner related to misconduct by Councilmember Jan Fisk. Mayor McClure read the letter.

An opportunity was given for citizens to express their views. There being no

DRAFT

speakers the public hearing was declared closed.

Councilman Schilling expressed his opinion the City should review the ethics ordinance, as this is the second ethics case. He expressed his belief City Council should be able to address matters themselves in a more efficient and cost-effective method.

Councilman Lear expressed his personal regard for Councilwoman Fisk and expressed his opinion her contributions to City Council have been numerous and significant. He expressed his opinion as City leaders, City Council is bound by transparency and accountability to the public. Councilman Lear expressed his opinion the alleged misconduct investigation has continued for two years and it is unlikely there will be a clear, convincing, or timely resolution; therefore, the proposed is the best conclusion. He expressed his opinion there is shared culpability and a flawed process.

Councilman Simpson echoed sentiments of the flawed process. He expressed his opinion there should be a review of the City Charter and ordinances to determine how to fix the process.

Councilman Ollis expressed his high regard for Councilwoman Fisk and expressed his opinion she has done exemplary work. He expressed his opinion City Council does not have an effective system, citing contradictions between the City Charter and the Missouri Ethics Commission. Councilman Ollis noted City Councilmembers must file disclosures and reports with the Missouri Ethics Commission. He expressed his opinion the City Charter needs to be reviewed and provisions be updated.

Mayor Pro Tem Ferguson expressed her opinion the City Charter should be reviewed and updated. She expressed her opinion there are areas of the City Charter that are outdated. Mayor Pro Tem Ferguson recommended the City Charter be reviewed to make it a stronger document that supports the City government and the citizens.

Council Bill 2020-251. Resolution 10533 was approved by the following vote: Ayes: Schilling, Ferguson, Ollis, Lear, McGull, Simpson and McClure. Nays: Hosmer. Abstain: None. Absent: Fisk.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

DRAFT

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

Food Preparation as a Home Occupation

Sponsor: Schilling. Council Bill 2020-252.

A general ordinance amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-451, 'Home Occupations,' to allow food preparation as a home occupation. (Staff and Planning and Zoning Commission both recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. Ms. Smith noted the proposed is an amendment to zoning ordinance related to Home Occupation. She noted preparation of food for sale as a Home Occupation is currently prohibited. Ms. Smith noted the City was approached by a citizen wishing to prepare certain non-hazardous foods in her home for sale. She noted the proposed was initiated by the Planning and Zoning Commission on October 8, 2020, of which they recommend approval. Ms. Smith reviewed the proposed amendment.

Councilman Simpson asked if commercial kitchens are inspected on a routine basis.

Eric Marcol, Health Programs Coordinator, answered affirmatively. Mr. Marcol noted the City follows a process outlined by the State Health Department and explained inspection the process.

Councilman Simpson clarified the Health Department would not be inspecting kitchens in people's homes and asked how the Health Department would determine and monitor if foods are hazardous.

Mr. Marcol answered Councilman Simpson is correct, the Health Department would not be doing home kitchen inspections. He explained the process of determining and monitoring if foods are hazardous comes to the Health Department in the form of a complaint.

Councilman Simpson asked if there were any concerns the foods listed in the proposed may be hazardous.

Mr. Marcol noted the verbiage is directly from the Missouri food code and potentially hazardous foods have already been excluded.

Councilman McGull asked if the type of vendor discussed in the proposed is required to have a minimum amount of liability insurance.

Ms. Smith answered they are not.

Councilman McGull clarified the City does not require insurance.

DRAFT

Ms. Smith answered affirmatively.

Mayor Pro Tem Ferguson noted in commercial kitchens the person in charge is required to have extensive knowledge in safe food handling, she asked what knowledge a person would have to have in order to produce product in a home kitchen.

Mr. Marcol noted the Health Department does not regulate home kitchens and the food allowed is not hazardous. He noted extensive knowledge in safe food handling it targeted at foods that are more hazardous and could potentially cause illness.

Mayor Pro Tem Ferguson reviewed items in the proposed she believes could be hazardous and asked about cross contamination situations, unclean preparations surfaces or food utensils, and asked how these situations would be monitored.

Mr. Marcol noted they would not be monitored. He noted the State food code allows for these food items in the definition.

Mayor Pro Tem Ferguson expressed her concern for the lack of insurance requirement, no requirement for safe food handling knowledge, and no oversight of home kitchens. She expressed concern for keeping the public safe.

Mr. Marcol noted the State food code allows for these food items in the definition. He noted the production and sale of goods from home kitchens is already happening outside of City limits and at farmer's markets.

Mayor Pro Tem Ferguson clarified the onus of risk is on the consumer.

Mr. Marcol answered affirmatively.

Ms. Smith noted the State law provides the opportunity for Home Occupations, but the City zoning ordinance does not.

Councilwoman Fisk asked if goods produced in home kitchens are subject to sales tax.

Ms. Smith noted the State does not levy sales tax on food items, but there is a local sales tax.

Councilman Ollis asked what the insurance requirements are for a commercial kitchen.

Ms. Smith noted she did not know.

DRAFT

Councilman Ollis asked if a person wishing to produce non hazard food items could use a rented commercial kitchen, and if so, are the rented commercial kitchens inspected.

Mr. Marcol answered if the food is potentially hazardous, he guides the citizen to rented commercial kitchens, and then the citizen can be permitted.

Councilman Ollis asked if other communities of similar size to Springfield that allow food preparation as a Home Occupation.

Ms. Smith noted comparable communities were reviewed and noted she would be able to get the list to City Council members.

Councilman Schilling noted the person who is interested in producing food as Home Occupation indicated she has taken a food handling course from the Health Department. He expressed his opinion the citizen has noble and conscientious intent to do the best she can.

An opportunity was given for citizens to express their views.

Written comments submitted via email from Rachel McGrath. Ms. McGrath explained in order to generate income, she wanted to sell non-hazardous goods made in her home, but discovered the City's ordinance does not allow her to do so. She noted she does not want to create a food establishment and she does not generate enough income to justify renting a commercial kitchen. Ms. McGrath expressed her desire to legally sell non-hazardous goods, prepared in her home, as outlined by the Missouri Cottage Law provision.

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

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

Donation from the Commercial Club of Springfield

Sponsor: Ferguson. Council Bill 2020-253.

A special ordinance authorizing the City Manager, or his designee, to accept a donation of $35,000 from the Commercial Club of Springfield, Missouri, for inclusion in the construction and maintenance costs of the Jefferson Avenue Footbridge; and amending the budget for Fiscal Year 2020-2021 to appropriate the donation funds.

Andrew Flippin, Professional Engineer, provided a brief overview of the proposed. He noted the Commercial Club raised $50,000 for the Jefferson Avenue Footbridge. Mr. Flippin reviewed many of the fundraising activities. He noted $15,000 was previously donated by Special Ordinance 27051, and the proposed is the remaining $35,000. He expressed his gratitude to the

DRAFT

Commercial Club, and all involved to raise funds for the Footbridge.

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

Rehabilitation of Jefferson Avenue Foot Bridge

Sponsor: Ferguson. Council Bill 2020-254.

A special ordinance authorizing the City Manager, or his designee, to enter into Missouri Highways and Transportation Commission STP-Urban Program Supplemental Agreement #1 for an additional $560,000 of funding which requires a local match of $140,000; and amending the budget of the Department of Public Works in the total amount of $700,000 for Fiscal Year 2020-2021, for the purpose of appropriating funds to be used in the rehabilitation of the Jefferson Avenue Foot Bridge.

Andrew Flippin, Professional Engineer, provided a brief overview of the proposed. He noted in 2018 the City entered into an agreement with Missouri Highways and Transportation Commission to use Federal funds for the Jefferson Avenue Footbridge. Mr. Flippin reviewed the agreement, costs, bids, increase in costs, and the bid option recommended by City Council. He explained the revised budget submitted to Missouri Highways and Transportation Commission and noted the 80% Federal funding and the 20% local match required. Mr. Flippin reviewed the timeline for the project.

Councilman Schilling asked the dollar amount of the shortage for the project.

Mr. Flippin expressed his opinion the budget is conservative, but on track. He noted they will not know the shortfall until the project goes out for bid.

Councilman Ollis asked the status of keeping the approach over the Plaza.

Mr. Flippin noted the bid does not account for keeping the approach. He noted if the bid is within the 10%, there is the possibility of also awarding the approach.

Mayor Pro Tem Ferguson asked what the engineer's estimate is on the approach.

Mr. Flippin answered approximately $200,000.

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

CARES Act Funding for Workforce Development

Sponsor: Lear. Council Bill 2020-255.

A special ordinance authorizing the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant through the U.S.

DRAFT

Department of the Treasury and Greene County, Missouri, in the amount of $34,689 for use by the City of Springfield's Department of Workforce Development; and amending the Fiscal Year 2020-2021 budget in the amount of $34,689 for the purpose of appropriating the grant funds.

Sally Payne, Interim Director of Workforce Development, provided a brief overview of the proposed. She noted the CARES Act funding will be used to support staff costs, which will allow more funding for participants.

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

Wastewater Treatment Plant Pond 2 Improvements Project

Sponsor: Schilling. Council Bill 2020-256.

A special ordinance approving the plans and specifications for the Southwest Wastewater Treatment Plant Pond 2 Improvements Project; accepting the bid of Branco Enterprises, Inc., in the amount of $887,718; authorizing the City Manager, or his designee, to enter into contracts necessary for completion of said Project; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget for the Department of Environmental Services for the contract price, plus a 10 percent contingency, in the amount of $976,490, and to appropriate retained earnings of the Clean Water Enterprise Fund.

Brian Wirth, Superintendent of Clean Water Services, provided a brief overview of the proposed. Mr. Wirth noted the storage pond was originally constructed in 1970 and initially used as part of the treatment process. He noted since 1978 the pond has been used exclusively for storing excessive flow during wet weather. Mr. Wirth noted grit and waste have been dumped on the pond for years and have now resulted in severe erosion. He reviewed the components of the project that will rehabilitate the pond and increase the storage capacity. Mr. Wirth noted there were two bidders for the project.

Councilman Schilling asked Mr. Wirth to define grit.

Mr. Wirth answered grit is dumped from vacuum trucks and could have been sucked up from manholes, car washes, etc.

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

Show Me Courts Statement of Expectations and Agreement

Sponsor: Hosmer. Council Bill 2020-257.

A special ordinance authorizing the City Manager, or designee, and the Chief Judge of Municipal Court to enter into a 'Show Me Courts Statement of Expectations and Agreement' with the Office of State Courts Administrator for the implementation of court automation software.

DRAFT

Collin Quigley, Deputy City Manager, provided a brief overview of the proposed. He noted there was a presentation on the proposed at the City Council lunch workshop on September 21, 2020. Mr. Quigley noted the proposed allows the City Manager to enter into the agreement and use the automation software. He noted the Judge of the 31st Circuit has required all courts in this circuit implement automation system as it is available.

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

Amending Chapter 42 Adding Surcharge

Sponsor: Ollis. Council Bill 2020-258.

A general ordinance amending the Springfield City Code, Chapter 42, 'Courts,' Section 42-41, 'Court costs,' Subsection (a) 'Fee schedule,' by adding a surcharge of $7 for the statewide automation fund and making certain corrections.

Collin Quigley, Deputy City Manager, provided a brief overview of the proposed. He noted the proposed adds a surcharge as required by the Show Me Courts Statement of Expectations and Agreement court automation system. Mr. Quigley noted the fee is consistent with State law.

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

2616 West Walnut Street

Sponsor: Ferguson. Council Bill 2020-259.

A special ordinance approving the sale of real property at 2616 West Walnut Street to Lloyd Babcock Construction for $12,600.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Collin Quigley, Deputy City Manager, provided a brief overview of the proposed. He noted twice per year the City bids out properties acquired through a variety of circumstances. Mr. Quigley noted 22 properties were out for bid and 11 properties had bids staff deemed acceptable.

Councilman Ollis expressed his opinion it is a positive thing to have the properties re-deployed back into the community. He asked after recovery costs are paid, where does the balance of the funds go.

Mr. Quigley noted surplus funds go to the Police/Fire pension fund. He noted this was passed as a resolution in 2009. Mr. Quigley noted since 2009, 75 properties have been sold and approximately $110,000 has been transferred into the Police/Fire pension fund. He noted proceeds from the current 11 properties is approximately $30,000.

DRAFT

Councilman Ollis asked if it would be effective to use proceeds to replenish the Dangerous Building Fund.

Mr. Quigley noted there is an annual appropriation to the Dangerous Building Fund for maintenance and demolition. He noted the Dangerous Building Fund does not replenish itself and how it is funded is a City Council decision. He noted the different Boards and non-profits the City works collaboratively with to re-deploy properties. Mr. Quigley noted there are an additional 83 properties to be sold.

Mayor Pro Tem Ferguson expressed her opinion there are many dangerous properties and if the Building Inspectors were able to review properties in a timelier manner, she is sure more properties would be brought forward. She expressed her concern for the number of vacant houses as we move into winter, as there have been a number of fires. Mayor Pro Tem Ferguson implored citizens to notify the City Manager's office of the address of any vacant houses on their block in order to keep neighborhoods safe.

An opportunity was given for citizens to express their views.

Rusty Worley noted he is current Chair of the Neighborhood Advisory Council. Mr. Worley noted at the Restore SGF meeting many bankers and developers expressed interest in aggregate properties in order to have a larger scale for development options.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Lisa Meeks addressed City Council. Ms. Meeks expressed her opinion there is a different between cases and deaths and showed a graph. She noted the lockdown, cases, and deaths in Italy, Belgium, the UK, and Peru. She expressed her opinion lockdowns can destroy lives. Ms. Meeks reviewed an Oxford report related to starvation. She reviewed statistics related to depression and suicide pre- and post-lockdown. Ms. Meeks reviewed reports from UNICEF and the CDC. She reviewed death statistics estimated and actual in Sweden. Ms. Meeks expressed her opinion a lockdown should not be considered. She displayed a graphs indicating increased cases in states and countries with mandatory mask mandates.

Heather Dietz addressed City Council. Ms. Dietz did not appear.

Sean Matar addressed City Council. Mr. Matar did not appear.

Ray Crespo addressed City Council. Mr. Crespo expressed concern for the Springfield Public School's (SPS) approach to COVID-19 and moving from

2-day seating to 4-day seating. He expressed his opinion City Council should intervene with SPS. Mr. Crespo noted he has been an energy conservation specialist for 25 years and has extensive experience with advanced air filtration. He expressed his concern for SPS's mitigation for airborne viruses. Mr. Crespo reviewed the CDC's guidelines for air filters. He reviewed steps taken by SPS for air filtration and expressed his opinion SPS has not taken appropriate precautions. Mr. Crespo noted he purchased an air filter for his son's teacher and 36 filters to donate to the SPS, but stated he was informed in writing by the Principal to remove the filter and to stop the donation, as the District will not allow anyone to filter the air in their classrooms. He expressed his opinion SPS can afford to purchase air filters, he noted SPS has also received CARES Act funding. Mr. Crespo requested City Council intervene with SPS and take the reins of leadership.

Mayor McClure noted he received Mr. Crespo's email and he had forwarded the email to SPS. He asked if Mr. Crespo had spoke with the School Board or SPS.

Mr. Crespo noted he is meeting with the School Board tomorrow and has a meeting Wednesday with Carol Embree and Dr. Travis Shaw.

Mayor McClure noted the School Board is responsible for the governance of SPS by State law.

The following items appeared on the agenda under New Business .

The Committee of the Whole recommends the following reappointments to the Board of Public Utilities: Mark Millsap, Nancy Williams, and Donald Woody with terms to expire December 1, 2023.

The Committee of the Whole recommends the following appointment to Board of Public Utilities: Clifton Smart with term to expire December 1, 2023.

Anita Cotter, City Clerk, noted On October 19, 2020 the City Clerk received a referendum petition pertaining to General Ordinance 6614. She noted City Charter section 14.2 requires within thirty (30) days after the enactment by the Council or by initiative of any ordinance which is subject to referendum, a petition signed by qualified electors of the City equal in number to at least ten percent of the total number of persons voting in the last general municipal election in April may be filed with the City Clerk, requesting that such ordinance either be repealed or submitted to a vote of the electors. Ms. Cotter noted she had reviewed the signatures and certified the requisite 1,718 signatures of qualified electors had been submitted. Therefore, she advised City Council the petition is certified.

As per RSMo. 109.230 (4), City records that are on file in the City Clerk's

office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

UNFINISHED BUSINESS

MISCELLANEOUS

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

2051 North Summit Avenue

Sponsor: Ferguson. Council Bill 2020-260.

A special ordinance approving the sale of real property at 2051 North Summit Avenue to Lloyd Babcock Construction for $12,075.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

1325 West Brower Street

Sponsor: Ferguson. Council Bill 2020-261.

A special ordinance approving the sale of real property at 1325 West Brower Street to Lloyd Babcock Construction for $8,400.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

1216 North Forest Avenue

Sponsor: Ferguson. Council Bill 2020-262.

A special ordinance approving the sale of real property at 1216 North Forest Avenue to Lloyd Babcock Construction for $8,925.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

1114 South Hillcrest Avenue

Sponsor: Schilling. Council Bill 2020-263.

A special ordinance approving the sale of real property at 1114 South Hillcrest Avenue to Lloyd Babcock Construction for $15,120.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

528 North Homewood Avenue

Sponsor: Ferguson. Council Bill 2020-264.

A special ordinance approving the sale of real property at 528 North Homewood Avenue to David Hamilton for $4,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

1634 West Nichols Street

Sponsor: Ferguson. Council Bill 2020-265.

DRAFT

A special ordinance approving the sale of real property at 1634 West Nichols Street to Randall Gear for $10,500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

1311 North Clay Avenue

Sponsor: Ferguson. Council Bill 2020-266.

A special ordinance approving the sale of real property at 1311 North Clay Avenue to Stirling Properties, LLC, for $16,550.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

631 West Tampa Street

Sponsor: Ferguson. Council Bill 2020-267.

A special ordinance approving the sale of real property at 631 West Tampa Street to Educational Investments, LLC, for $6,300.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

525 North Westgate Avenue

Sponsor: Ferguson. Council Bill 2020-268.

A special ordinance approving the sale of real property at 525 North Westgate Avenue to Larry Williams for $4,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

1036 West Division Street

Sponsor: Ferguson. Council Bill 2020-269.

A special ordinance approving the sale of real property at 1036 West Division Street to Master Auto Mechanic for Less, LLC, for $5,000.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Supplemental Agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC

Sponsor: Fisk. Council Bill 2020-270.

A special ordinance authorizing the City Manager, or his designee, to enter into a supplemental agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, in the amount of $23,987.89 to allow for additional services and to set out terms of the financial obligations between the parties.

CONSENT AGENDA ONE READING BILLS

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

DRAFT

Board Confirmations

Confirm the following appointment to the Land Clearance for Redevelopment Board: Stephanie Shadwick with term to expire March 1, 2023.

Confirm the following reappointments to the Land Clearance for Redevelopment Board: Ryan Cosby and Dan Scott with terms to expire March 1, 2024.

Confirm the following appointment to Mayor's Commission for Children: Amy Chenoweth with term to expire November 29, 2022.

Confirm the following reappointment to Mayor's Commission for Children: Jennifer McClure with term to expire November 29, 2023.

Confirm the following reappointments to Mayor's Commission on Human Rights and Community Relations: Heather Hardinger and Pamela Hernandez with terms to expire October 1, 2023.

Confirm the following appointment to Springfield Convention and Visitors Bureau, Inc.: Missy Handyside with term to expire January 1, 2022.

Confirm the following appointment to Tree City USA Citizen Advisory Board: Brandon Cook with term to expire December 1, 2022.

Confirm the following appointment to Tree City USA Citizen Advisory Board: Dr. Cameron LaBarr with term to expire December 1, 2023.

Confirm the following reappointments to Tree City USA Citizen Advisory Board: Mindy Spitz and Mandi Young with terms to expire December 1, 2023.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman Simpson moved to Adjourn. Councilman Schilling seconded the motion, and it was approved by the following vote. Ayes. Schilling, Ferguson, Fisk, Ollis, Lear and McClure. Nays. Hosmer and McGull. Absent. None. Abstain. None. The meeting adjourned at 8:33 p.m.

Prepared by
Monica Paxton

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

November 24, 2020
Springfield, Missouri

The City Council met in special session November 24, 2020 at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Abe McGull, Matt Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk, Craig Hosmer, Richard Ollis, Andrew Lear and Ken McClure. Absent. None.

Closed Session

Councilman Hosmer moved City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), 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 Simpson seconded the motion, and it was approved by the following vote: Ayes: McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear and McClure. Nays: None. Absent: None. Abstain: None.

Prepared by
Monica Paxton

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 11-10-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL: 2020- 252 GENERAL ORDINANCE: _____

AN ORDINANCE

AMENDING Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-451, 'Home Occupations,' to allow food preparation as a home occupation. (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, the Planning and Zoning Commission initiated amendments to the Zoning Ordinance to allow food preparation as a home occupation on October 8, 2020; and

WHEREAS, City staff prepared amendments to Section 36-451, 'Home Occupations,' that follow federal, state and local food codes after conferring with the Springfield-Greene County Health Department and reviewing practices in other municipalities; and

WHEREAS, the Planning and Zoning Commission reviewed the proposed amendment contained in this Ordinance at the November 5, 2020, meeting; and

WHEREAS, at the conclusion of the Planning and Zoning Commission's public hearing regarding the proposed amendment, the Commission recommended approval of the proposed changes; and

WHEREAS, City Council now desires to adopt the proposed changes to Chapter 36 contained in this Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Computer programming and data processing.

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

(e) Dressmakers, seamstresses, and tailors.

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

profit.

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

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

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

(j) Telephone answering.

(k) Washing and ironing.

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

(m) Performing any acts of cosmetology for compensation, provided:

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

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

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

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

(n) Preparation of food for sale, operating in compliance with the Springfield-Greene County Health Department and adopted Missouri Food Code with the following restrictions:

1. Only non-potentially hazardous processed food may be sold, sampled, or served, including, but not limited to breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes, but excluding low acid canned and/or acidified foods as specified in the Code of Federal Regulations Title 21 Part 113 and 114 respectively;

2. Only the individual actually producing the food, or an immediate family member residing in the producer's household with extensive knowledge about the food, may sell, sample or serve food;

3. Food may only be sold, sampled or served directly to the end consumer;

4. All processed packaged foods shall bear a label stating the name and address of the manufacturer/processor preparing the food, common name of the food, name of all the ingredients in the food in order of predominance, the net weight of the food in English or metric units, and a statement that the product is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department. It is recommended that honey manufacturers/processors include this additional statement to their product label: "Honey is not recommended for infants less than twelve (12) months of age"; and

5. The consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department if the foods specified in Section 36-451(3)(n)1., are sold, sampled or served in unpackaged, individual portions. The Springfield-Greene County Health Department shall have the final authority in determining whether a food is non-potentially hazardous and may enjoin individuals who violate the provisions of this subparagraph from selling, sampling or serving these foods.

(4) *Use limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

(m) No customer waiting areas shall be provided.

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

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

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

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

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

(a) Animal hospitals, stables, or kennels.

(b) Auto repairing and painting.

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

(d) Dancing schools and studios.

(e) Dispatching of transfer and moving vans.

(f) Furniture repairing and refinishing.

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

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

(i) Palm reading or fortune telling.

(j) Photofinishing.

(k) Portrait studios.

(l) Preparation of food for sale, except as permitted by Section 36-451(3).

(m) Private clubs.

(n) Radio and television repair shops.

(o) Raising animals for sale.

(p) Restaurants.

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

(r) Sign painting.

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

(t) Escort services.

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

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not

affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 -252

FILED: 11-10-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: An amendment to the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-451. 'Home Occupations,' to allow certain food preparation as a home occupation.

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – HOME OCCUPATION FOOD PREPARATION AMENDMENTS

Planning and Zoning Commission initiated amendments to the Zoning Ordinance on Home Occupations for Food Preparation on October 8, 2020.

This proposed amendment came to the attention of staff after a home occupation business license for food preparation was denied and subsequent discussions with the applicant and their Councilmember led to consideration of amendments to the Home Occupation section of the Zoning Ordinance to allow the preparation of non-potentially hazardous processed foods. After additional discussions with Springfield-Greene County Health Department and looking at best practices from other municipalities, staff has prepared amendments to the Home Occupation Section, 36-451, to allow certain food preparation that follow federal, state and local food codes.

A home occupation is an activity carried out for compensation in a residential dwelling unit. No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. Not more than one vehicle shall be utilized in the business and no sign shall advertise the presence or conduct of the home occupation.

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

No home occupation shall be permitted if it:

(a) Changes the outside appearance of the dwelling or is visible from the street;
(b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;
(c) Creates a hazard to person or property, results in electrical interference or becomes

a nuisance; or

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

The main difference between a catering business (permitted in GR, General Retail, HC, Highway Commercial, CS, Commercial Services, CC, Center City and COM, Commercial Street Districts) and the proposed permitted home occupation is that a home occupation food preparation business is limited to non-potentially hazardous foods not involving an entire meal. A catering business would typically include potentially hazardous foods i.e. meats, cheeses, cooked dishes, etc.

The burden of proof is on the operator of the food establishment to determine what is hazardous food by having food samples taken to an independent laboratory to conduct both pH and water activity tests on samples of the food to determine if the food product is or is not potentially hazardous as defined by our adopted Missouri Food Code. This applies to all foods that the preparer is not 100% certain are non-potentially hazardous.

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

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

FINDINGS FOR STAFF RECOMMENDATION:

1. Staff is requesting amendments to the home occupation section of the Springfield Land Development Code, Article III, 'Zoning Regulations,' Section 36-451, Home Occupations, to allow certain food preparation as a home occupation.

2. The current ordinance prohibits the preparation of food for sale as a home occupation.

3. Staff realizes that certain commercial businesses like restaurants and catering should be strictly prohibited from being allowed in residential areas and is proposing to develop conditions at which food preparation will be allowed in a small-scale home business while meeting federal, state and local food codes.

REMARKS:

The Planning and Zoning Commission held a public hearing on November 5, 2020, and

recommended approval, by a vote of 7 to 0, of the proposed changes to the Zoning Ordinance.

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

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report
ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Proposed Amendments
Attachment 3, Public Comments

Exhibit A

RECORD OF PROCEEDINGS
HOME OCCUPATION FOOD PREPARATION AMENDMENTS
Planning and Zoning Commission – November 5, 2020

Home Occupation Food Preparation Amendments
Citywide
Applicant: City of Springfield

Mr. Hosmer stated that this is a request to propose Text Amendment: Home Occupation Preparation of food for sale Section, 36-451.

Planning and Zoning Commission initiated the proposed amendments to the Home Occupation section of the Zoning Ordinance at the October 8, 2020 meeting. The current ordinance prohibits the preparation of food for sale as a home occupation. This amendment would allow certain non-potentially hazardous processed foods to be prepared and sold to the end consumer such as breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes. Staff realizes that certain commercial businesses like restaurants and catering should be strictly prohibited from being allowed in residential areas and is proposing to develop conditions at which food preparation will be allowed in a small-scale home business while meeting state and local health codes. Staff requests that Commission approve amendments to the Zoning Ordinance of the city code as specified.

Note: Language to be added is underlined or stricken.

(n) Preparation of food for sale, operating in compliance with the Springfield-Greene County Health Department and adopted Missouri Food Code with the following restrictions:
1. Only non-potentially hazardous processed food may be sold, sampled, or served, including, but not limited to breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes, but excluding low acid canned and/or acidified foods as specified in the Code of Federal Regulations Title 21 Part 113 and 114 respectively;
2. Only the individual actually producing the food, or an immediate family member residing in the producer's household with extensive knowledge about the food, may sell, sample or serve food;
3. Food may only be sold, sampled or served directly to the end consumer;
4. All processed packaged foods shall bear a label stating the name and address of the manufacturer/processor preparing the food, common name of the food, name of all the ingredients in the food in order of predominance, the net weight of the food in English or metric units, and a statement that the product is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department. It is recommended that honey manufacturers/processors include this additional statement to their product label: "Honey is not recommended for infants less than twelve (12) months of age"; and
5. The consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department if the foods specified in Section 36-451(3)(n)1., are sold, sampled or served in unpackaged, individual portions. The Springfield-Greene County Health Department shall have the final authority in determining

whether a food is non-potentially hazardous and may enjoin individuals who violate the provisions of this subparagraph from selling, sampling or serving these foods.

Ms. Cox asked about paragraph 2. (Only the individual actually producing the food, or an immediate family member residing in the producer's household with extensive knowledge about the food, may sell, sample or serve food;) and if any other person beside immediate family can participate.

Mr. Hosmer noted that it for the individual in the home for consistency and sold directly to the consumer – no cross over to catering and preparing for self and consumer.

Mr. Doennig opened the public hearing.

Mr. Eric Marcol, Greene County Health Department, here to answer any questions.

Ms. Cox asked about the health and safety of maintaining the home environment.

Mr. Marcol stated that family would know better, i.e., pets, prepared with knowledge of allergies, etc.

Ms. Cox asked about if a sibling outside of the home could prepare the food and believes it feels restrictive.

Mr. Marcol stated that only people residing in the home may prepare the food and the verbiage was pulled from the Missouri Food Code.

Mr. Hosmer stated that the individuals are being licensed by the City.

Mr. Doennig closed the public hearing.

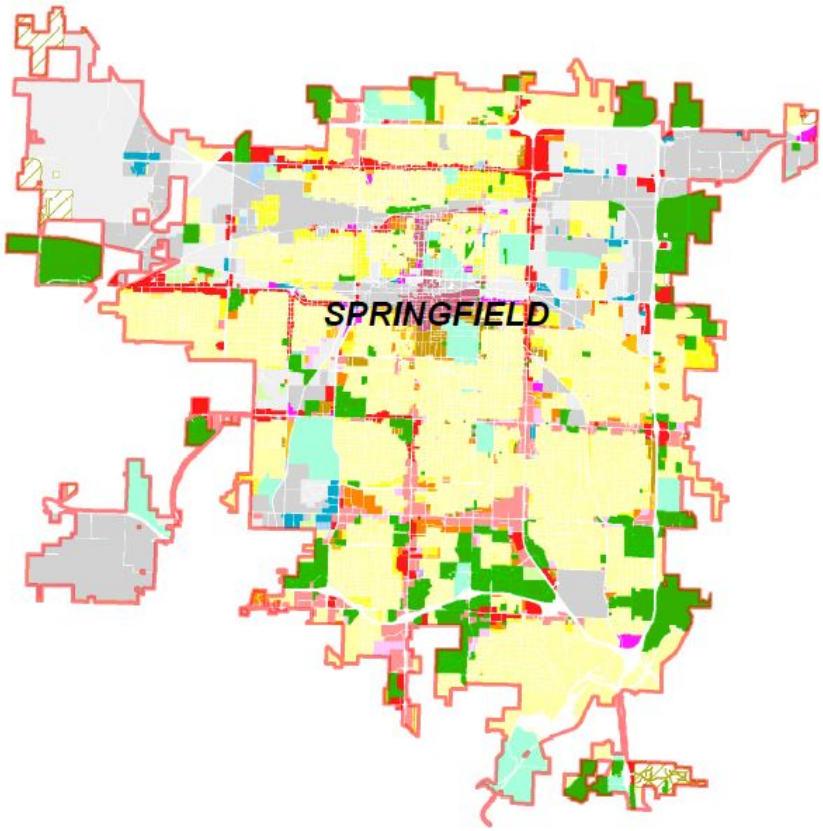
COMMISSION ACTION:
Ms. Cox motioned to **approve** item Home Occupation Food Preparation Amendments (Citywide). Ms. Broekhoven seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Rose, Broekhoven, Cox, and Jobe. Nays: None. Abstain: None. Absent: Thomas and Shuler.



Bob Hosmer, AICP
Planning Manager

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	NOVEMBER 5, 2020
CITY COUNCIL PUBLIC HEARING:	NOVEMBER 16, 2020



CASE:
Home Occupation Food Preparation Amendments

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve as submitted in the staff report. 5 voting members to approve or deny

SUMMARY OF REQUEST:

1. Staff is proposing amendments to the Home Occupation section, 36-451, of the Zoning Ordinance to allow certain non-potentially hazardous processed foods to be prepared and sold to the end consumer.

FINDINGS FOR STAFF RECOMMENDATION:

1. Staff is requesting amendments to the home occupation section of the Springfield Land Development Code, Article III, 'Zoning Regulations,' Section 36-451, Home Occupations, to allow certain food preparation as a home occupation.
2. The current ordinance prohibits the preparation of food for sale as a home occupation.
3. Staff realizes that certain commercial businesses like restaurants and catering should be strictly prohibited from being allowed in residential areas and is proposing to develop conditions at which food preparation will be allowed in a small-scale home business while meeting federal, state and local food codes.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

SUMMARY OF PROPOSED TEXT AMENDMENT:

1. Planning and Zoning Commission initiated amendments to the Zoning Ordinance on Home Occupations for Food Preparation on October 8, 2020.

2. A home occupation is an activity carried out for compensation in a residential dwelling unit. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents.

3. The current home occupation ordinance states that “No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation.”

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

5. No home occupation shall be permitted if it:
    (a) Changes the outside appearance of the dwelling or is visible from the street;
    (b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;
    (c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or
    (d) Results in outside activities, storage, or display.

6. Not more than one vehicle shall be utilized in the business and no sign shall advertise the presence or conduct of the home occupation.

7. This proposed amendment came to the attention of staff after a home occupation business license for food preparation was denied and subsequent discussions with the applicant and their Councilmember led to consideration of amendments to the Home Occupation section of the Zoning Ordinance to allow the preparation of non-potentially hazardous processed foods. After additional discussions with Springfield-Greene County Health Department and looking at best practices from other municipalities, staff has prepared amendments to the Home Occupation Section, 36-451, to allow certain food preparation that follow federal, state and local food codes.

8. The proposed home occupation food preparation amendments are based on the City-adopted Missouri food codes as follows;

    a. Only non-potentially hazardous processed food may be sold, sampled, or served, including, but not limited to breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes, but excluding low acid

canned and/or acidified foods as specified in the Code of Federal Regulations Title 21 Part 113 and 114 respectively;

b. Only the individual actually producing the food, or an immediate family member residing in the producer's household with extensive knowledge about the food, may sell, sample or serve food;

c. Food may only be sold, sampled or served directly to the end consumer;

d. All processed packaged foods shall bear a label stating the name and address of the manufacturer/processor preparing the food, common name of the food, name of all the ingredients in the food in order of predominance, the net weight of the food in English or metric units, and a statement that the product is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department. It is recommended that honey manufacturers/processors include this additional statement to their product label: "Honey is not recommended for infants less than twelve (12) months of age"; and

e. The consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department if the foods specified in Section 36-451(3)(n)1., are sold, sampled or served in unpackaged, individual portions. The Springfield-Greene County Health Department shall have the final authority in determining whether a food is non-potentially hazardous and may enjoin individuals who violate the provisions of this subparagraph from selling, sampling or serving these foods.

9. The burden of proof is on the operator of the food establishment to determine what is hazardous food by having food samples taken to an independent laboratory to conduct both pH and water activity tests on samples of the food to determine if the food product is or is not potentially hazardous as defined by our adopted Missouri Food Code. This applies to all foods that the preparer is not 100% certain are non-potentially hazardous.

10. The main difference between a catering business (permitted in GR, General Retail, HC, Highway Commercial, CS, Commercial Services, CC, Center City and COM, Commercial Street Districts) and the proposed permitted home occupation is that a home occupation food preparation business is limited to non-potentially hazardous foods not involving an entire meal. A catering business would typically include potentially hazardous foods i.e. meats, cheeses, cooked dishes, etc.

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

STAFF COMMENTS:

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

PUBLIC COMMENTS:

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

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

HEALTH DEPARTMENT COMMENTS:

We have no concerns with this proposal. We do not see that this will not increase our workload, and we would only plan to investigate cases in the event it is alleged that a “home baker” is preparing potentially hazardous foods.

We believe this provides better clarity and stays within the confines that the Food Code wants for this allowance.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
PROPOSED AMENDMENTS

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

Sec. 36-451. - Home occupations.

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

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

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

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

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

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

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

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

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

(c) Computer programming and data processing.

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

(e) Dressmakers, seamstresses, and tailors.

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

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

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

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

(j) Telephone answering.

(k) Washing and ironing.

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

(m) Performing any acts of cosmetology for compensation, provided:

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

(n) Preparation of food for sale, operating in compliance with the Springfield-Greene County Health Department and adopted Missouri Food Code with the following restrictions:

1. Only non-potentially hazardous processed food may be sold, sampled, or served, including, but not limited to breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes, but excluding low acid canned and/or acidified foods as specified in the Code of Federal Regulations Title 21 Part 113 and 114 respectively;

2. Only the individual actually producing the food, or an immediate family member residing in the producer's household with extensive knowledge about the food, may sell, sample or serve food;

3. Food may only be sold, sampled or served directly to the end consumer;

4. All processed packaged foods shall bear a label stating the name and address of the manufacturer/processor preparing the food, common name of the food, name of all the ingredients in the food in order of predominance, the net weight of the food in English or metric units, and a statement that the product is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department. It is recommended that honey manufacturers/processors include this additional statement to their product label: "Honey is not recommended for infants less than twelve (12) months of age"; and

5. The consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department if the foods specified in Section 36-451(3)(n)1., are sold, sampled or served in unpackaged, individual portions. The Springfield-Greene County Health Department shall have the final authority in determining whether a food is non-potentially hazardous and may enjoin individuals who violate the provisions of this subparagraph from selling, sampling or serving these foods.

(4) *Use limitations.*

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

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

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

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

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

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

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

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

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

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

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

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

(m) No customer waiting areas shall be provided.

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

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

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

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

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

(a) Animal hospitals, stables, or kennels.

(b) Auto repairing and painting.

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

(d) Dancing schools and studios.

(e) Dispatching of transfer and moving vans.

(f) Furniture repairing and refinishing.

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

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

(i) Palm reading or fortune telling.

(j) Photofinishing.

(k) Portrait studios.

(l) Preparation of food for sale, except as permitted by Section 36-451(3).

(m) Private clubs.

(n) Radio and television repair shops.

(o) Raising animals for sale.

(p) Restaurants.

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

(r) Sign painting.

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

(t) Escort services.

Neal, Daniel

Subject: FW: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC
Attachments: Home Occupation Food Preparation Amendments SR.pdf

From: Nancy Evans <n.c.evans2014@gmail.com>
Sent: Saturday, October 24, 2020 7:20 AM
To: Neal, Daniel <dneal@springfieldmo.gov>
Subject: Fwd: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC

Mr. Neal,

I do not have any additional concerns. In fact, I applaud staff and City Council for listening to a constituent and taking another look at this issue. It appears you have done your due diligence now, in regards to looking at other municipalities and speaking with the health department. Thank you for that. I watched the Council meeting when this was first read and wondered how the vote would go. This additional step is good.

Sincerely,
Nancy Evans

---------- Forwarded message ---------
From: **Neal, Daniel** <dneal@springfieldmo.gov>
Date: Fri, Oct 23, 2020 at 4:23 PM
Subject: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC

Staff is proposing text amendments (attached) to the Zoning Ordinance at the Planning and Zoning Commission meeting on November 5, 2020 and City Council meeting on November 16, 2020:

Home Occupation Food Preparation Amendments

Planning and Zoning Commission initiated amendments to the Zoning Ordinance on Home Occupations for Food Preparation on October 8, 2020.

A home occupation is an activity carried out for compensation in a residential dwelling unit. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. The current home occupation ordinance states that “No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation.”

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

No home occupation shall be permitted if it: (a) Changes the outside appearance of the dwelling or is visible from the street; (b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood; (c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or (d) Results in outside activities, storage, or display.

Not more than one vehicle shall be utilized in the business and no sign shall advertise the presence or conduct of the home occupation.

This proposed amendment came to the attention to staff after a home occupation business license for food preparation was denied and subsequent discussions with the applicant and their Councilmember led to amending the Home Occupation section of the Zoning Ordinance to allow the preparation of non-potentially hazardous processed foods. After additional discussions with Springfield-Greene County Health Department and looking at best practices from other municipalities, staff has prepared amendments to the Home Occupation Section, 36-451, to allow certain food preparation that follow state and local food codes.

The main difference between a catering business (permitted in GR, General Retail, HC, Highway Commercial, CS, Commercial Services, CC, Center City and COM, Commercial Street Districts) is that a home occupation food preparation business is limited to non-potentially hazardous foods (see attached amendments for list of examples) not involving an entire meal. Where a catering business would typically include potentially hazardous foods i.e. meats, cheeses, cooked dishes, etc.

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

If you have any additional questions or concerns, please, feel free to contact me or our department. I would also appreciate it if you don't reply to all since I have a wide range of boards and citizens that have been notified and they may not want to participate in an e-mail chain discussion.

R. Daniel Neal
Senior Planner
City of Springfield, Missouri
Planning and Development Department
Office: 417-864-1611
Direct: 417-864-1036
dneal@springfieldmo.gov

Neal, Daniel

Subject: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC

From: Pete Radecki <ppradecki@gmail.com>
Sent: Sunday, October 25, 2020 11:43 PM
To: Neal, Daniel <dneal@springfieldmo.gov>
Subject: Re: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC

Hi, Daniel,

I encourage Staff to consider the following:

1. Perhaps 3(n)1 is too restrictive. For example, I make my own sausages from old family recipes. I have never sold them, but don't see why that possibility should be eliminated. If I did sell them, I would sell them raw, for the end consumer to cook. The labeling required elsewhere in the proposed language provides for full disclosure, so I'm not sure what we are protecting by language that is this restrictive.

2. Delete proposed Subparagraph 3 (n) 2. Seems to me that the ordinance should be focused on protecting neighbors from congestion and other nuisances that are well covered in other proposed and existing clauses. This clause seems to reach beyond what zoning should be doing. Many businesses begin at home, and this simply makes that more difficult with no apparent advantage. For example, if mom produces jam, and her minor child sells the jam as an after school activity, but does not herself have "extensive knowledge" (whatever that means) about the jam, then she couldn't do so. Even a couple of neighbor kids selling lemonade would be prohibited. I see no particular value in prohibiting a non family member from participating in the venture. Perhaps the "extensive knowledge" concept could remain, but should be directed to the preparer of the food, and not the person(s) selling, sampling and serving.

3. Delete proposed 3(n)3: As written, dad could not produce spice mixes that gets sold at the neighborhood hardware or boutique shop. It would also prohibit someone from being compensated for making cookies sold at the church bake sale.

4. Delete (4) (a): A couple of neighbors, for example, should be able to work together in a home occupation. Perhaps limiting the number of individuals involved would make more sense than restricting by blood relations, etc., especially given the number of unrelated individuals living together today.

5. Delete (5)(j): Modify to only prohibition old-style chemical photo finishing. Today almost all photo finishing is digital, and so I see no reason it should be prohibited. For example, a wedding photographer could not print the photos in his house.

Thank you for the opportunity to provide comment.

Pete Radecki

On 10/23/2020 4:23 PM, Neal, Daniel wrote:

> Staff is proposing text amendments (attached) to the Zoning Ordinance at the Planning and Zoning Commission meeting on November 5, 2020 and City Council meeting on November 16, 2020:
>
> **Home Occupation Food Preparation Amendments**

Planning and Zoning Commission initiated amendments to the Zoning Ordinance on Home Occupations for Food Preparation on October 8, 2020.

A home occupation is an activity carried out for compensation in a residential dwelling unit. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. The current home occupation ordinance states that "No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation."

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

No home occupation shall be permitted if it: (a) Changes the outside appearance of the dwelling or is visible from the street; (b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood; (c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or (d) Results in outside activities, storage, or display.

Not more than one vehicle shall be utilized in the business and no sign shall advertise the presence or conduct of the home occupation.

This proposed amendment came to the attention to staff after a home occupation business license for food preparation was denied and subsequent discussions with the applicant and their Councilmember led to amending the Home Occupation section of the Zoning Ordinance to allow the preparation of non-potentially hazardous processed foods. After additional discussions with Springfield-Greene County Health Department and looking at best practices from other municipalities, staff has prepared amendments to the Home Occupation Section, 36-451, to allow certain food preparation that follow state and local food codes.

The main difference between a catering business (permitted in GR, General Retail, HC, Highway Commercial, CS, Commercial Services, CC, Center City and COM, Commercial Street Districts) is that a home occupation food preparation business is limited to non-potentially hazardous foods (see attached amendments for list of examples) not involving an entire meal. Where a catering business would typically include potentially hazardous foods i.e. meats, cheeses, cooked dishes, etc.

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

If you have any additional questions or concerns, please, feel free to contact me or our department. I would also appreciate it if you don't reply to all since I have a wide range of boards and citizens that have been notified and they may not want to participate in an e-mail chain discussion.

R. Daniel Neal
Senior Planner
City of Springfield, Missouri
Planning and Development Department

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 11-10-20

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 253 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a donation of $35,000 from the Commercial Club of Springfield, Missouri, for inclusion in the construction and maintenance costs of the Jefferson Avenue Footbridge; and amending the budget for Fiscal Year 2020-2021 to appropriate the donation funds.

_____

WHEREAS, the Commercial Club of Springfield, Missouri, (hereinafter "Commercial Club") has supported the revitalization of the Commercial Street area through various public and private improvements; and

WHEREAS, the Jefferson Avenue Footbridge is a central historical structure connecting Commercial Street and the City as a whole to their past; and

WHEREAS, the Jefferson Avenue Footbridge serves as an important pedestrian connection to the Woodland Heights Neighborhood, an attraction drawing tourists and photographers from around the world to watch rail traffic below and view Springfield's largest public art sculpture referred to as "the Eiffel Tower of Springfield"; and

WHEREAS, Commercial Club embarked upon a fund raising campaign to support the restoration and continued preservation of the Jefferson Avenue Footbridge to raise $50,000 towards this goal, has previously donated $15,000 by Special Ordinance 27051, and now desires to donate the balance of $35,000 in funds held on its behalf by the Community Foundation of the Ozarks; and

WHEREAS, Commercial Club has expressed its intent to donate as previously announced in the public ceremony held on April 16, 2019, and as documented in the attached "Exhibit 1;" and

WHEREAS, a budget adjustment is required to appropriate these funds.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept the donation of $35,000 from the Commercial Club of Springfield, which is on account with the Community Foundation of the Ozarks, as set forth in “Exhibit 1,” attached hereto and incorporated herein as though fully set forth.

Section 2 – Said funds are to be combined with funds designated for the Jefferson Avenue Footbridge by Special Ordinance 27051 and used for the restoration and continued maintenance of this historic structure.

Section 3 – The budget of the Department of Public Works for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 036 a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 2.”

Section 4 – City Council greatly appreciates the donation and wishes to express its sincerest thanks to the members of the Commercial Club of Springfield, Missouri, for their donation.

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- 253

FILED: 11-10-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to accept a donation of $35,000 from the Commercial Club of Springfield, Missouri through the Community Foundation of the Ozarks for the purpose of funding the Jefferson Avenue Footbridge Rehabilitation project; and approving a budget adjustment amending the Fiscal Year 2020-2021 budget of the Department of Public Works in the amount of $35,000 for the donation ("Exhibit 2").

BACKGROUND INFORMATION: The Jefferson Avenue Footbridge was built in 1902 and is on the National Register of Historic Places. The bridge is currently closed and in need of repair before reopening.

The Commercial Club of Springfield, Missouri is donating $50,000 to help with the cost of rehabilitating the Jefferson Avenue Footbridge. Special Ordinance 27051 allowed the donation of $15,000 toward the total goal and that portion is already budgeted. An agreement between the Commercial Club of Springfield, Missouri and the Community Foundation of the Ozarks is attached as "Exhibit 1." This Ordinance will allow the City to accept and budget the remaining $35,000 to be used towards rehabilitating the Jefferson Avenue Footbridge.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality
- Fiscal Sustainability
- Quality of Place

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 1

Community Foundation of the Ozarks
Agreement Form

JEFFERSON AVENUE FOOTBRIDGE FUND

Designated Capacity Fund

THIS AGREEMENT between the Commercial Club of Springfield and the Community Foundation of the Ozarks, Inc. (the "Community Foundation"), is as follows:

The Community Foundation acknowledges the establishment of the **Jefferson Avenue Footbridge Fund** (hereinafter called "Fund"), subject to the terms and conditions herein set forth. The fund is to be administered as a temporary designated fund, which will permit distributions of income and principal.

Upon request, Community Foundation of the Ozarks shall disburse amounts from the Fund to support the renovation and ongoing maintenance of the bridge. Distributions will be made to the City of Springfield or to vendors.

The Fund may be added to from time to time.

The Community Foundation shall invest and reinvest the assets of the Fund as it determines in its discretion. All assets transferred to the Community Foundation shall be subject to the conditions set forth in the Community Foundation's governing instruments, including its Articles of Incorporation and Bylaws, as they may be amended from time to time, and any resolutions and procedures are incorporated in this agreement and by reference made a part hereof.

The fund is subject to the then current administrative charge of the Community Foundation.

Mary Collette, President
Commercial Club of Springfield

APRIL 5, 2017
Date

Brian Fogle, President
Community Foundation of the Ozarks

4/7/17
Date



Commercial Club of Springfield & City of Springfield Announce

Club Transfers $50,000 to City of Springfield
Footbridge Paver Reveal & Rehabilitation Update

Saturday, April 6, 2019, 10am at the Jefferson Avenue Footbridge
Jefferson Avenue at Commercial Street

Commercial Club of Springfield is excited to announce the successful completion of the campaign to raise $50,000 towards rehabilitation of the Jefferson Avenue Footbridge. The Jefferson Avenue Footbridge Fund was created in partnership with Community Foundation of the Ozarks. On Saturday, April 6, the Fund will be transferred to the City of Springfield by Comercial Club of Springfield. The Fund will remain in place to receive donations for ongoing maintenance.

In Celebration of their part in successfully raising $50,000, donors who have purchased memorial pavers are invited to see their pavers and to accept the gratitude of the community for their contribution to the next 100 years of life for this unique, historic structure.

The memorial pavers will be installed by Springfield Public Works in the Footbridge Plaza area of the project. These pavers (in two sizes, ranging in price from $100 - $500,) will continue to be available through Commercial Club of Springfield at their website historicCstreet.com where the form can be filled out online and pavers paid for via Paypal. Funds raised through these ongoing efforts will be used for upkeep and regularly-scheduled maintenance for years to come.

A status update by Great River Engineering on the Jefferson Avenue Footbridge rehabilitation, will be provided. The project will go under review by the State Historic Preservation Office and various consulting groups through the section 106 process sometime in mid April.

Phyllis Ferguson, City Councilwoman for Zone 1, the district where the footbridge stands, reflects “This 116-year old structure is important for its connection to early steel manufacturing by Andrew Carnegie and design by the American Bridge Company. Culturally, it informs us on the history of the railroad to Springfield and its impact on local economy. There is a story to be told here and this structure stands as a statement of American progress and the growth of its cities.”

Mary Collette, president of Commercial Club says, “We so appreciate the strong support of community members who stepped forward to support rehabilitation of this amazing, historic structure which belongs to all of Springfield. We owe it to the community to preserve and protect it as a pedestrian walkway across active rail lines, a tourism destination and for future generations as the ‘Eiffel Tower of Springfield’ the only structure of its kind anywhere in the United States.”

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
036

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46130	20	73020	414070	102266	00000	$ 35,000	Commercial Club Donation for the Jefferson Avenue Footbridge Rehabilitation
Net Revenue Adjustment						$ 35,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46130	20	73020	509110	102266	00000	$ 35,000	Jefferson Avenue Footbridge Rehabilitation
Net Expenditure Adjustment						$ 35,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating a donation from the Commercial Club to be used towards the Jefferson Avenue Footbridge Rehabilitation.

Requested By:

Dan Smith 11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-253
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 11-10-20

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 254 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into Missouri Highways and Transportation Commission STP-Urban Program Supplemental Agreement #1 for an additional $560,000 of funding which requires a local match of $140,000; and amending the budget of the Department of Public Works in the total amount of $700,000 for Fiscal Year 2020-2021, for the purpose of appropriating funds to be used in the rehabilitation of the Jefferson Avenue Foot Bridge.

_____

WHEREAS, on July 9, 2018, the City entered into a Surface Transportation Program ("STP")-Urban Program Agreement with the Missouri Highways and Transportation Commission (2018-0928) for the purpose of assisting in the funding of the rehabilitation of the Jefferson Avenue Foot Bridge (the "Project"); and

WHEREAS, the City has obtained $560,000 of additional funding through the STP-Urban Program, which will require a 20 percent city match of $140,000 to equal a total of $700,000 of additional funding for the Project; and

WHEREAS, the estimated City match of $140,000 will come from the 1/8-Cent Transportation Sales Tax; and

WHEREAS, a budget adjustment is required to appropriate the funds associated with the Agreement.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into the Missouri Highways and Transportation Commission STP-Urban Program Supplemental Agreement #1, said Agreement to be in substantially the same form as that document attached hereto and incorporated herein by this reference as "Exhibit 1."

Section 2 – The budget of the Department of Public Works for Fiscal Year 2020-

2021, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 032, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 2.”

Section 3 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 254

FILED: 11-10-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Surface Transportation (STP)-Urban Program Supplemental Agreement (Exhibit A) revising the STP-Urban Program Agreement with the Missouri Highways and Transportation Commission (MHTC), for the purpose of funding the rehabilitation of the Jefferson Avenue Footbridge over the Burlington Northern and Santa Fe Railway from Chase Street to Commercial Street; and to approve a budget adjustment (Exhibit B) amending the Fiscal Year 2021 budget of the Department of Public Works in the amount of $700,000 to appropriate $560,000 additional federal Surface Transportation Block Grant (STBG) funds and $140,000 in 1/8-Cent Transportation Sales Tax fund balance reserves for this project.

BACKGROUND INFORMATION: The Jefferson Avenue Footbridge was built in 1902 and is on the National Register of Historic Places. The bridge is currently closed and in need of repair before reopening.

This Supplemental Agreement increases the funding previously approved by City Council for the bridge repairs. It allows for reimbursement of up to 80% ($2,560,000) of the construction phase engineering and inspection fees, and construction costs associated with the bridge rehabilitation from STBG federal funds. The City's 20% share is estimated at $640,000.

In addition to budgeting the additional $560,000 federal STBG funds (80%), this Council bill will also budget $140,000 in fund balance reserves from the 1/8-Cent Transportation Sales Tax for the required 20% match. All other funds are already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality
- Fiscal Sustainability
- Quality of Place

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

CCO Form: FS27
Approved: 05/02 (BDG)
Revised: 03/17 (MWH)
Modified:

Greene County
City of Springfield
Project STP-5903(803)
TIP # EN1803

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-5903(803)
Award Year: 2018
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM
SUPPLEMENTAL AGREEMENT #1

THIS SUPPLEMENTAL AGREEMENT #1 is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "City").

WITNESSETH:

WHEREAS, on July 9th, 2018 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as STP-5903(803), for the rehabilitation of the Jefferson Ave pedestrian bridge over BNSF railroad including ADA accommodations, painting, lighting and site improvements, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement #1.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) REVISION: Paragraph (12)(A) of the Original Agreement is hereby removed and replaced with the following:

(12)(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **$2,560,000.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any

federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement #1, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement #1 as if fully written in this Supplemental Agreement #1.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Assistant Chief Engineer

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SPRINGFIELD

_____
Deputy City Manager

ATTEST:

_____
City Clerk

_____
Director of Finance

_____
Contract Paralegal

Approved as to Form:

_____
Assistant City Attorney

Ordinance No: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
032

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	102266	00000	560,000	Federal STBG Grant Revenues
Net Revenue Adjustment						560,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	102266	00000	560,000	Jefferson Avenue Footbridge Rehabilitation - 80% Grant Portion
40057	20	73020	509110	102266	00000	140,000	Jefferson Avenue Footbridge Rehabilitation - 20% Local Match from 1/8 Cent Transportation Sales Tax Reserves
Net Expenditure Adjustment						700,000	

Fund Balance Appropriation:

Fund		Title	Amount
40057		1/8 Cent Transportation Sales Tax	(140,000)

Explanation: To amend the FY2020-21 budget by appropriating additional federal STBG grant funds ($560,000) for the Jefferson Avenue Footbridge Rehabilitation based on the proposed Supplemental Agreement and fund balance reserves of the 1/8 Cent Transportation Sales Tax ($140,000) for the required 20% local match.

Requested By:

Dan Smith 11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-254
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 11-10-20

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 255 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant through the U.S. Department of the Treasury and Greene County, Missouri, in the amount of $34,689 for use by the City of Springfield's Department of Workforce Development; and amending the Fiscal Year 2020-2021 budget in the amount of $34,689 for the purpose of appropriating the grant funds.

_____

WHEREAS, Greene County received approximately $34 million in Coronavirus Aid, Relief, and Economic Security ("CARES") Act funds from the U.S. Department of the Treasury to support local coronavirus response efforts and used those funds to establish grants for coronavirus response; and

WHEREAS, Greene County awarded the City's Department of Workforce Development a grant in the amount of $34,689, to be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019; and

WHEREAS, the acceptance of these grants will help to relieve some of the financial burden placed on the City as a result of the coronavirus pandemic.

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

Section 1 – City Council hereby authorizes the City Manager, or his designee, to accept grant funds in the amount of $34,689 for use by the City's Department of Workforce Development for coronavirus response efforts as set forth in "Exhibit A," attached hereto and incorporated herein by this reference, and to do all things necessary to carry out the intent of the grant, including execution of the subrecipient award agreement.

Section 2 – City Council hereby amends the budget for Fiscal Year 2020-2021 in the accounts and in the amounts as shown on Budget Adjustment No. 033, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit B."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager and further finds that the budget adjustment herein is necessary to meet the need for relevant public expenditure.

Section 4 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under these grants by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent and to do all things necessary to carry out the intent of the grant and additional funding.

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- 255

FILED: 11-10-20

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to accept Coronavirus Aid, Relief, and Economic Security Act grants through the US Department of the Treasury and Greene County, Missouri, in the amount of $34,689 for the reimbursement of qualified expenses under the CARES Act Tax Supported Entities Grant program.

BACKGROUND INFORMATION: The goal of the CARES Act Relief Fund is to promote recovery by funding programs and services that support the needs of those impacted by the COVID-19 public health emergency. The United States Department of Treasury dispersed a portion to the State of Missouri CARES Act Funding, and as part of this funding, Greene County received $34 million to help support local COVID-19 response efforts.

As a means to streamline the fund distribution process and to meet the immediate needs of residents, business owners, nonprofit organizations and our municipal and community partners, Greene County Commission organized the payment structure as follows:

• Non-Profits/Community Organizations-$5 million

• Health Care - $8 million

• Small Business - $6.5 million

• Education - $4.6 million

• Tax Supported Entities - $6.5 million

Proposed uses of the funds will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that:

a. Were not accounted for in the budget most recently approved as of March 27, 2020, and

b. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020

Submitted by:

Sally Payne,
Interim Director of Workforce Development

Approved by:

Jason Gage,
City Manager

Exhibit A

County of GREENE State of Missouri

OFFICE OF
CINDY S. STEIN, CPA
Auditor

GREENE COUNTY COURTHOUSE
SPRINGFIELD, MO 65802

October 2, 2020

Dear **City of Springfield Department of Workforce Development**
2900 E. Sunshine
Springfield, Mo

On behalf of Greene County, Missouri, I am pleased to inform you that your application to the CARES Act Tax Supported Entities Grant program has been approved. Based on your application, your organization is eligible for reimbursement in qualified expenses under the program outlined in the following chart in the amount of $ **34,689.00**

Application # 616 **Amendment** _____ **Vendor #** 010261

Internal Code	Activity / Expense Category	Approved Budget	Receipts to Date	Remaining Receipts
80004	Fairbanks Rent	4,955.00	0.00	4,955.00
80004	Personnel	20,757.00	0.00	20,757.00
80004	Supplies	8,977.00	0.00	8,977.00
	Total	34,689.00	0.00	34,689.00

Carefully review all administrative and financial requirements, instructions, and conditions for reimbursement.
To complete processing your awarded reimbursement, submit the following items to my office no later than **October 9, 2020** .

Please submit the following documentation to finish processing your approved reimbursement award:

- ***Print page 2, Sign and Complete Including All Highlighted Areas and Return to Payment Processor listed below***
- Submit all detailed receipts and invoices for (or any additional) reimbursable expenses paid through current date
- Please update your W-9 for our Records.

We look forward to working with your organization in relief and recovery efforts. Please feel free to contact me via email with any questions or concerns at Fmorgan@greenecountymo.gov .

Sincerely,

Felicia Morgan

Greene County Auditor's Office

Print this page, Sign and Complete Including All Highlighted Areas and Return to Payment Processor listed below.
Retain a copy of the entire document, then send the original back via email to Fmorgan@greenecountymo.gov or by USPS to Greene County Historic Courthouse, 940 N Boonville Ave, Room 210, Springfield MO 65802.

Greene County Missouri
940 Boonville
Springfield MO 65802

SUBRECIPIENT AWARD

DATE	10/02/20
Award Number	616
Amendment No.	0
SUB-RECIPIENT NAME	City of Springfield Department of Workforce Development
SUB-RECIPIENT VENDOR NUMBER	010261
SUB-RECIPIENT ADDRESS	2900 E. Sunshine , Springfield, Mo
ISSUING AGENCY	Greene County, Missouri

SUB-AWARD INFORMATION

PROJECT TITLE:	CARES: 20523.8200.825
FEDERAL AWARDING AGENCY	US Treasury as created in the CARES Act through the State of Missouri and Greene County Missouri
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO	21.019
PERFORMANCE PERIOD	FROM: March 1, 2020 TO: December 31, 2020
FEDERAL PASS-THRU AWARD AMOUNT	$34,689.00

CONTACT INFORMATION

CARES FUNDING PAYMENT PROCESSOR	SUB-RECIPIENT PROJECT COORDINATOR
NAME: Felicia Morgan	NAME:
E-MAIL ADDRESS: Fmorgan@greenecountymo.gov	E-MAIL ADDRES:
TELEPHONE: 417-829-6207	TELEPHONE:

SUMMARY DESCRIPTION OF PROJECT:

Support local business community in the wake of the COVID-19 Pandemic

Proposed uses of the funds provided under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that:

a. Were not accounted for in the budget most recently approved as of March 27, 2020, and
b. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020

Funds awarded must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds awarded in this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections for Government Agencies. This award is not for Research and Development and there is no indirect cost rate.

TYPED NAME AND TITLE OF GREENE COUNTY OFFICIAL		TYPED NAME AND TITLE OF SUB-RECIPIENT AUTHORIZED OFFICIAL	
Bob Dixon, Greene County Presiding Commissioner			
SIGNATURE OF APPROVING GREENE COUNTY OFFICIAL	DATE	SIGNATURE OF SUB-RECIPIENT AUTHORIZED OFFICIAL	DATE
	10/02/20		

THIS SUB-AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUB-AWARD AGREEMENT, THE SUB-RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

Agreement Articles

Article I - Acknowledgement of Federal Funding from Greene County Missouri

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article II - Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article III - Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article IV - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Personally identifiable information (PII) is defined as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Article V- Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VI - Civil Rights Act of 1968

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article VII – Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article VIII - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to Greene County Commission award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Article IX - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article X - Drug-Free Workplace Regulations

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XI - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XII - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XIII - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XIV – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

Article XV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Article XVII - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVIII - Non-supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XIX - Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XX - Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXI - Contract Provisions for Non-federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Article XXII - Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXIII - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXIV - Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXV - Rehabilitation Act of 1973

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXVI - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article XXVII - Whistleblower Protection Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXVIII - Greene County Commission Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree to comply with applicable provisions governing Greene County Commission and Greene County Auditor access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by Greene County.
2. Subrecipients must give Greene County Commission access to and the right to examine and copy records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary or required by Greene County and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate Greene County officials and provide appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are not complete.
4. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Greene County Commission.
5. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the Greene County Commission. The United States has the right to seek judicial enforcement of these obligations.

Article XXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by CARES funding such assets may be disposed of following policies of sub-sub-recipient. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Article XXX - Prior Approval for Modification of Approved Budget

Before making any change to the Greene County approved budget for this award, you must request prior written approval from Greene County Commission by requesting a Subaward Adjustment.

Article XXXI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statute, regulations, and guidance governing the participations of faith-based organizations.

Article XXXII – Acceptance of Post Award Changes

In the event Greene County Commission determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXXIII – Other Specific Conditions

1. Applicable law – This agreement shall be construed according to the laws of the State of Missouri.

2. Greene County will not be liable to any subcontractor or vendor for any expenses or liabilities incurred under the sub-award. The sub-recipient shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor or vendor for all expenses and liabilities incurred under this sub-award. The sub-recipient shall follow all procurement requirements applicable under both Federal and Missouri law, including but not limited to compliance with sections 285.525 to 285.550, RSMo.

3. Indemnification – The sub-recipient shall be responsible for the acts, omissions to acts or negligence of the sub-recipient, its agents, employees and assigns. To the extent allowed by law, and subject to any applicable sovereign immunity, the sub-recipient shall hold harmless and indemnify Greene County including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the sub-recipient in connection with or in any way relating to this Agreement.

4. Sovereign Immunity – Greene County its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.

5. The sub-recipient will be responsible to meet the funding requirements set out by the Greene County Commission. Sub-recipient agrees to spend CARES funding as closely as possible to the documentation submitted with the application to the Greene County Commission; deviation from the awarded plan may result in non-payment of requests from CARES funding.

6. Proposed uses of the funds provided under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that:

    a. Were not accounted for in the budget most recently approved as of March 27, 2020, and

    b. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020

7. Funds awarded must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds awarded in this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections. This award is not for Research and Development and there is no indirect cost rate.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
033

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24010	21	28210	416010	000000	00000	$ 34,689	Greene County CARES ACT Tax Supported Entities Grant
Net Revenue Adjustment						$ 34,689	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24010	21	28210	500110	000000	00000	$ 20,757	Salaries
24010	21	28210	500210	000000	00000	3,342	Lagers
24010	21	28210	500250	000000	00000	1,588	FICA
24010	21	28210	500260	000000	00000	2,528	Health Insurance
24010	21	28210	500280	000000	00000	19	Workmens Comp
24010	21	28210	501240	000000	00000	1,500	Supplies
24010	21	28210	505820	000000	00000	4,955	Building Rental
Net Expenditure Adjustment						$ 34,689	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating funds from Greene County for the CARES Act Tax Support Entities Grant program to support the local COVID-19 response efforts.

Requested By:

Sally Payne 11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-255
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 11-10-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-256 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the Southwest Wastewater Treatment Plant Pond 2 Improvements Project; accepting the bid of Branco Enterprises, Inc., in the amount of $887,718; authorizing the City Manager, or his designee, to enter into contracts necessary for completion of said Project; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget for the Department of Environmental Services for the contract price, plus a 10 percent contingency, in the amount of $976,490, and to appropriate retained earnings of the Clean Water Enterprise Fund.

_____

WHEREAS, the Southwest Wastewater Treatment Plant Pond 2 ("Pond 2"), depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, is a component of the treatment process used to temporarily store excess wastewater during wet weather and is also used to store hauled grit and various hauled wastes; and

WHEREAS, Pond 2 has become severely eroded and the grit material occupies a large area of the pond from years of dumping in the current location and needs to be remediated; and

WHEREAS, the Southwest Wastewater Treatment Pond 2 Improvements Project (hereinafter 'Project') seeks to remediate the current receiving site and construct a new receiving location with the ability to easily dewater and remove hauled waste material. The Project also seeks to construct a dewatering facility to further remove water from Pond 2 to increase storage capacity prior to wet weather events; and

WHEREAS, the Project components have been in the approved Capital Improvement Program ("CIP") since 2017 and 2019.

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

Section 1 – City Council hereby approves the plans, specifications and improvements identified as Southwest Wastewater Treatment Plant Pond 2 Improvements Project, and accepts the bid of Branco Enterprises, Inc., in the amount of $887,718 for said project, except said sum and price as may be lawfully increased or decreased by the actual quantities of work units involved; and approves a ten percent (10%) contingency.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into an agreement with said bidder, in a form approved by the City Attorney or designee, and to approve a bond from the contractor for labor, materials, and performance, each in accordance with the terms of the plans and the specifications prepared by the Director of Environmental Services, and the bid, and to do all things necessary to carry out the intent of the agreement.

Section 3 – All workers performing work under the agreement 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 – The budget for Fiscal Year 2020-2021 of the Department of Environmental Services of the City of Springfield is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 035, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 6 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 7 –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- 256

FILED: 11-10-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving the plans and specifications for the Southwest Wastewater Treatment Plant Pond 2 Improvements and accepting the bid of Branco Enterprises, Inc., in the amount of $887,718; and authorizing the City Manager, or his designee, to enter into a contract necessary for completion of said project and bidder; and approving a budget adjustment (Exhibit A) to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of $976,490 to appropriate retained earnings of the Clean Water Enterprise Fund.

BACKGROUND AND REMARKS:

1. Pond 2 at the Southwest Wastewater Treatment Plant (SWTP) is currently used for wet weather storage and receiving of hauled grit and other various hauled waste materials. The current grit receiving site has become severely eroded and the grit material occupies a large area of the pond from years of dumping in the current location. The Southwest Wastewater Treatment Pond 2 Improvements Project (Project) seeks to remediate the current receiving site and construct a new receiving location with the ability to easily dewater and remove hauled waste material. The Project also seeks to construct a dewatering facility to further remove water from Pond 2 to increase storage capacity prior to wet weather events. This project is included in the City's Capital Improvements Program as Project #17-0113 and 19-0038. This project also contributes to the goals of Environmental Services' Overflow Control Plan through increasing wet weather storage capacity and facility renewal.

2. Plans, specifications, and a cost estimate have been prepared by HDR Engineering, Inc. for Environmental Services and are on file at the Southwest Wastewater Treatment Plant.

3. The project was advertised in the *Daily Events* and the *Springfield News-Leader* from September 24, 2020 through September 30, 2020.

4. Bids were opened in the Busch Building on October 23, 2020 at 10:00 am. The following bids were received:

CONTRACTOR	BID AMOUNT
Branco Enterprises, Inc.	$ 887,718
Hamilton and Dad, Inc.	$1,574,821
Engineer's Estimate	$1,196,250

5. An evaluation of the bids was performed in accordance with the bid documents to determine the lowest qualified responsive bidder. This evaluation considered price, contractor experience, qualifications, financial ability, and time of completion.

6. Branco Enterprises, Inc. submitted the lowest responsive bid, which was 26% below the engineer's estimate. Based on the above evaluation of the bid documents, qualifications, and HDR Engineering's recommendation, Environmental Services recommends awarding this project to Branco Enterprises, Inc for $887,718.

7. A budget adjustment of $976,490 is requested to cover the construction costs plus 10% contingency. Funds for the budget adjustment will come from the retained earnings of the Clean Water Enterprise Fund.

RECOMMENDATIONS: Environmental Services recommends passage of this Council Bill and budget adjustment.

Recommended by:

Brian Wirth
Superintendent of Treatment Plants

Submitted by:

Errin Kemper
Director, Environmental Services

Approved by:

Jason Gage
City Manager

Southwest Wastewater Treatment Plant Pond 2 Improvements

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.05 0.1 0.2
mi

1 inch = 750 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

10/30/2020

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
035

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						$ -	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	000000	00000	$ 976,490	Southwest Wastewater Treatment Plant Pond 2 Improvements
Net Expenditure Adjustment						$ 976,490	

Fund Balance Appropriation:

Fund		Title	Amount
53020		Clean Water Improvement Fund	$ (976,490)

Explanation: To amend the FY2020-21 budget by appropriating Environmental Services Clean Water Enterprise Fund reserves to provide funding for the Southwest Wastewater Treatment Plant Pond 2 Improvements.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-256
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 11-10-20

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-257 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, and the Chief Judge of Municipal Court to enter into a 'Show Me Courts Statement of Expectations and Agreement' with the Office of State Courts Administrator for the implementation of court automation software.

WHEREAS, the State of Missouri has been engaged in a process of automating all courts; and

WHEREAS, the presiding judge of the 31st Judicial Circuit, which includes the City's municipal court, has ordered all municipal courts in the circuit to implement the state court automation software, which is known as "Show-Me Courts"; and

WHEREAS, state law requires that a municipal court enter into an agreement with the Office of State Courts Administrator ("OSCA") prior to implementation of the automation software.

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

Section 1 − The City Manager, or designee, and the Chief Judge of Municipal Court are hereby authorized to enter into a 'Show Me Courts Statement of Expectations and Agreement' with OSCA for the implementation of court automation software, said agreement to be substantially in the same form and content as that document attached hereto and incorporated herein by reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council Action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 257

FILED: 11-10-20

ORIGINATING DEPARTMENT: Law

PURPOSE: To authorize the City Manager, or designee, and the Chief Judge of Municipal Court to enter into a 'Show -Me Courts Statement of Expectations and Agreement' with the Office of State Courts Administrator for the implementation of court automation software.

BACKGROUND INFORMATION: In 1994, the Missouri General Assembly adopted legislation to automate all state courts. The City's Municipal Court is part of the 31st Judicial Circuit, and the presiding judge of the 31st Circuit has ordered that all courts within the 31st Circuit implement the state automated system.

RSMo Sec. 476.056 requires that a municipality enter into an agreement with the Office of State Courts Administrator ("OSCA") regarding the long-term use of the court automation software, which is known as Show-Me Courts, prior to implementing the state automated system. This proposed Ordinance authorizes the City Manager, or designee, to enter into an agreement with OSCA to implement Show-Me Courts.

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

Exhibit A

SHOW ME COURTS
STATEMENT OF EXPECTATIONS
AND AGREEMENT

This document constitutes an Agreement between the Springfield Municipal Division of the Circuit Court, City of Springfield and the Office of State Courts Administrator (OSCA) for the implementation of the Show-Me Courts (SMC) court automation software. The agreement shall govern the long-term use of the court automation software.

Background: Show-Me Courts is being developed for use as the case management system for the courts in Missouri and when all the current functionality is available in SMC, will replace the Justice Information System (JIS). Updates and new functionality to SMC will be deployed on a regular basis to the courts.

The Office of State Courts Administrator, in coordination with the Missouri Court Automation Committee, agrees to provide:

1. A suite of applications that meet the statutory and Supreme Court rules requirements.
    a) The applications include:
        i. alphabetic indexes;
        ii. judgment indexes;
        iii. docket sheets;
        iv. court calendars;
        v. public access (Case.net);
        vi. automatic case number assignment and the ability to use the citation number as the case number; and
        vii. case and document management.
    b) The applications will meet all statistical and financial reporting requirements.
    c) The applications will meet all other reporting requirements.
2. A suite of applications that includes, but is not limited to, the following electronic transfers of data or interfaces.
    a) Tax Offset Program;
    b) Debt Collection;
    c) Electronic Traffic Reporting;
    d) Criminal History Reporting;
    e) Missouri Victim Automated Notification Service;
    f) Electronic Filing;
    g) Electronic Case Import;
    h) Prosecuting Attorney Portal;
    i) Track this Case; and
    j) Limited Case Import which provides a process for courts to export pending cases or disposed cases with open actions from the legacy system into SMC.
3. Support.
    a) Help Desk Support will, at a minimum, be available 7:30 am to 5:00 pm Monday through Friday or as authorized by the Missouri Court Automation committee. The Help Desk can be contacted by a toll-free telephone or e-mail.
    b) Defect corrections and updates to court automation software will be deployed as soon as they are prioritized, programmed and tested for workability. Deployment

notices may be found on the Court Information Center at **https://www.courts.mo.gov/page.jsp?id=66062**

c) New codes and functionality required by statutory or Supreme Court Rule changes will be deployed for use by the municipal division.

4. Court Staff Training.
   a) Training materials and the Municipal Clerk Handbook will be provided electronically.
   b) Training will be provided by video, by webinar, by remote assistance, or in person at a location designated by OSCA..
   c) SMC help instructions will be available from within SMC.
5. Communications with court.
   a) OSCA will communicate with the court primarily through e-mail and the Court Information Center. During implementation, conference calls may be scheduled.
   b) OSCA will provide electronic mail (iNotes) accounts for municipal division staff and judges for e-mail communication.
6. Back-up of data.
   a) SMC data is backed up on a regular basis. The back-up schedule may be found on the Court Information Center at http://www.courts.mo.gov/page.jsp?id=61273
7. System Maintenance.
   a) In order to perform routine or emergency maintenance, SMC may not be available. The maintenance schedule may be found on the Court Information Center at http://www.courts.mo.gov/page.jsp?id=61273.

The Municipality agrees to:

1. Establish and maintain in effect a local ordinance to assess and collect the Court Automation Fee as required by Section 476.056, RSMo for cases filed with the court by the prosecuting attorney in the SMC system.
2. Operate its municipal division in accordance with all applicable laws and Supreme Court Rules and standards. Those include, but are not limited to, Rule 37, the Minimum Operating Standards for Missouri Courts, Municipal Divisions, the Code of Conduct for Municipal Division Personnel and Court Operating Rules 2, 4 and 8.
3. Provide and install necessary equipment for the implementation of SMC that meets Missouri Court Automation Infrastructure Standards. The Missouri Court Automation Infrastructure Standards may be found on the Court Information Center at http://www.courts.mo.gov/page.jsp?id=61273.

The Municipal Division Agrees to:

1. Operate its municipal division in accordance with all applicable laws and Supreme Court Rules and standards. Those include, but are not limited to, Rule 37, the Minimum Operating Standards for Missouri Courts, Municipal Divisions, the Code of Conduct for Municipal Division Personnel and Court Operating Rules 2, 4 and 8.
2. Assess and collect the Court Automation Fee beginning on the date set out in the ordinance assessing the fee which shall be no later than the implementation date for Show Me Courts and disburse the Court Automation Fee monthly to the Missouri Court Automation Fund. The Court Automation Fee shall be collected only on cases initially filed with the court by the prosecuting attorney in the SMC system.

3. Automate all case processing activities within SMC when that functionality becomes available and eliminate duplicate manual record keeping for cases filed in the SMC system.
4. Process all records of conviction on cases sentenced prior to SMC implementation.
5. Enable access to public case information per Court Operating Rule 2 on Case.net within 120 days after going live on SMC or a mutually agreed upon date.
6. Mandate and allow all municipal division personnel to engage in all applicable required training necessary to efficiently and effectively utilize, understand, and operate all SMC functionality.
    a. Complete the web-based training courses prior to attending training classes.
    b. Attend scheduled classroom training courses in Jefferson City, if any.
    c. Pay travel expenses for staff to attend training through its Judicial Education Fund Section 479.260 RSMo or local training budget as budgetary restrictions allow.
7. Use the OSCA provided e-mail account as the primary communication tool for judicial business.
8. The court and each SMC user will adhere to the Automated System Security Guidelines established by the Missouri Court Automation committee. The security guidelines may be found on the Court Information Center at http://www.courts.mo.gov/page.jsp?id=61273.
9. Communicate with local organizations and agencies including, but not limited to, local Missouri Bar members, law enforcement, prosecuting attorneys, and public defenders regarding the change to SMC and using state approved charge codes on their citations.

We, the undersigned, have read and accept the commitments required for SMC implementation.

City, by its Authorized Officer	Date
Municipal Division Judge	Date
The Honorable Michael Cordonnier Presiding Judge 31st Judicial Circuit	Date
State Courts Administrator	Date

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-10-20

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 258 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 42, 'Courts,' Section 42-41, 'Court costs,' Subsection (a) 'Fee schedule,' by adding a surcharge of $7.00 for the statewide automation fund and making certain corrections.

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

NOTE: Underlined language is to be added. Language to be removed is ~~stricken~~.

Section 1 – Effective January 1, 2021, the Springfield City Code, Chapter 42, 'Courts,' Section 42-41, 'Court costs,' Subsection (a) 'Fee schedule,' is hereby amended as follows:

Section 42-41. – Court costs

(a) Fee schedule. Costs may be taxed in any case in the municipal court according to the following schedule:

(1) Arrest ..... $ 5.00

(2) Commitment fee 5.00

(3) Each juror, per day 6.00

(4) Warrant issuance 10.00

(5) Preparation of transcript for appeal 7.50

(6) For defraying the general costs of the operation of the municipal court and maintenance of court facilities 12.00

(7) For providing operation expenses for shelters for battered persons, as defined in RSMo 455.200—455.230 ..... 2.00

(8) A surcharge for training of police officers, including a surcharge of $1.00 payable to the state treasury to the credit of the peace officers standards and training commission fund created in RSMo 590.178, except that such fee shall not be collected when the proceeding or defendant has been dismissed by the court or court costs are to be paid by the city 3.00

(9) A surcharge for funding the crime victims compensation fund, as required in RSMo 595.045 ..... 7.50~~5.00~~

(10) For the procurement, installation, maintenance, consulting services, and upkeep of a court information and records management system, pursuant to RSMo 488.2220 ..... 5.00

(11) A fee for the purpose of funding the Inmate Security Fund through a biometric verification program for use at the Greene County Jail for inmates booked for Municipal Code violations, pursuant to RSMo. 488.5026 ..... 2.00

(12) A surcharge pursuant to RSMo. 488.2206 for the purpose of funding court house land assemblage, construction, maintenance and operation expenses 10.00

(13) A fee imposed pursuant to RSMo. 559.604 and 559.607 for being placed on supervised probation.

(14) A surcharge for the state automation fee imposed pursuant to RSMo. Sections 476.056, 488.012.3(5), and 488.027.2 to be transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Court Automation Fund, except that such fee shall not be collected when the proceeding or defendant has been dismissed by the court or court costs are to be paid by the city …….7.00

Section 2 – Severability Clause. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unenforceable, to the extent the remainder of this Ordinance can be validly and reasonably interpreted and enforced, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2020- 258

FILED: 11-10-20

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code, Chapter 42, 'Courts,' Section 42-41, 'Court costs,' Subsection (a) 'Fee schedule,' by adding a surcharge of $7.00 for the statewide automation fund and making certain corrections.

BACKGROUND INFORMATION: In 1994, the Missouri General Assembly adopted legislation to automate all state courts. The City's Municipal Court is part of the 31st Judicial Circuit. The presiding judge of the 31st Circuit has ordered that all courts within the 31st Circuit implement the state automated system.

RSMo Sec. 476.056 requires that a municipality adopt an ordinance imposing a $7.00 surcharge payable to the Missouri Statewide Court Automation Fund prior to implementing the state automated system. This proposed ordinance imposes the required $7.00 surcharge effective February 1, 2021.

Additionally, while preparing this Council bill, staff discovered that the subsection setting the surcharge for the Crime Victim Compensation Fund reflects a $5.00 charge, but state law mandates $7.50. The Municipal Court assesses the correct fee as required by state law. This Council bill would amend the Code to reflect the correct surcharge of $7.50.

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020-259 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 2616 West Walnut Street to Lloyd Babcock Construction for $12,600.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 2616 West Walnut Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, and include legal costs, demolition costs, etc., and total $8,198.80; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Lloyd Babcock Construction has offered to buy the Property for $12,600.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, City Council is committed to using all available funds, whenever possible, to add to the Police-Fire Pension Fund; and

WHEREAS, funds in excess of the funds reimbursed to the Department of Building Development Services will be allocated to the Police-Fire Pension Fund, and a budget adjustment is necessary to allocate the funds.

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

Section 1 – City Council hereby approves the sale of the property at 2616 West Walnut Street and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Lloyd Babcock Construction, for the price and sum of $12,600.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference, so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 022, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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 - 259

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 2616 West Walnut to Lloyd Babcock Construction for $12,600.00 and authorizing the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property at 2616 West Walnut through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $8,198.80. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

2616 West Walnut

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.004 0.008 0.016
mi

1 inch = 47 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

N

10/7/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

> All of Lot Twelve (12) and the West One-Half (W1/2) of Lot Thirteen (13), Block Ten (10), in West Port Addition, a subdivision in the City of Springfield, Greene County, Missouri; addressed as 2616 W. Walnut Street.
>
> Parcel No: 88-13-22-210-003

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
022

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	4,401.20	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	409170	000000	00000	8,198.80	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						12,600.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	4,401.20	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	502720	000000	00000	8,198.80	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						12,600.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 2616 W Walnut to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-259
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 17
Filed: 11-24-20

Sponsored by: Ferguson

COUNCIL BILL 2020 -271 RESOLUTION _____

A RESOLUTION

DECLARING the intent of the City of Springfield to annex approximately 239 acres of private property generally located at 5544 and 6006 West State Highway 266 into the City of Springfield. (Staff recommends approval.)

WHEREAS, the owners of the property generally located at 5544 and 6006 West State Highway 266 have requested annexation into the City of Springfield; and

WHEREAS, the property is within the Urban Service Boundary and is immediately adjacent to the City of Springfield; and

WHEREAS, the owners of all fee interests of record in all tracts of real property located within the area to be annexed, as described in "Exhibit A," have petitioned for annexation into the City.

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

Section 1 – City Council hereby declares its intention to annex approximately 239 acres of private property generally located at 5544 and 6006 West State Highway 266, and more completely described in "Exhibit A," which is attached hereto and incorporated herein by this reference, into the City of Springfield.

Section 2 – The City Manager, or designee, is hereby authorized to do all things necessary and convenient to carry out the intent of this Resolution.

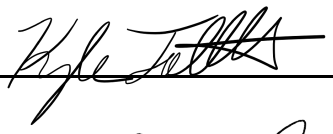
Section 3 – This Resolution shall be in effect immediately upon adoption.

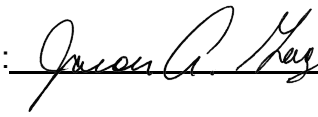
Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form:  , Assistant City Attorney

Approved for Council action:  , City Manager

EXPLANATION TO COUNCIL BILL 2020-271

FILED: 11-24-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Declaring the intent of the City of Springfield, to annex approximately 239 acres of private property generally located at 5544 and 6006 West State Highway 266 into the City of Springfield. (Staff recommends approval.)

BACKGROUND INFORMATION:

The owners of the private property generally located at 5544 and 6006 West State Highway 266 are requesting annexation into the City of Springfield (See "Exhibit B," Location Sketch). The owner(s) of the property have signed petitions to request voluntary annexation into the City of Springfield (See "Exhibit C," Annexation Petitions). The proposed annexation does not include any additional right-of-way of West State Highway 266. The property is within the City of Springfield's Urban Service Boundary and is immediately adjacent to the City of Springfield. The owner is proposing to annex and rezone for a new sports complex development and retain the existing Deer Lake golf course.

This Resolution only initiates the proposed annexation and does not annex the property. The properties are currently zoned Greene County Plot Assignment District ("PAD") 1015 and A-1, Agriculture District. The owner(s) is requesting that the property be rezoned to a HC, Highway Commercial District with a Conditional Overlay District which will be concurrently reviewed with the annexation public hearing in January. City Council is required to hold a public hearing before the proposed annexation can be approved (see "Exhibit D," Annexation Schedule).

If this request is approved, staff will submit a Council Bill for a public hearing to consider annexation of this property.

REMARKS:

Staff recommends approval to initiate the annexation based on the following:

1. The area to be annexed is contiguous to the City of Springfield and within the Urban Service Area. See "Exhibit B" for the location of the private property to be annexed.

2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation.

3. The property owners have petitioned the City for annexation.

4. All City services can be provided to the property.

5. The City will receive sales and property tax revenue once annexed.

Staff recommends the initiation of the annexation of the subject property.

Submitted by:

Daniel Neal, Senior Planner

Reviewed by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Legal Description
Exhibit B, Location Map
Exhibit C, Annexation Petitions
Exhibit D, Annexation Schedule

Exhibit A

PROPERTY DESCRIPTION OF J J & J INCORPORATED, A KANSAS CORPORATION

A TRACT OF LAND, SITUATED IN SECTION 24 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING ALL OF TRACT I DESCRIBED IN BEED BOOK 2019, PAGE 3299-19, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN FOR A POINT OF BEGINNING; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 01°45'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°29'45" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE NORTH 01°48'27" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: Philcrest Properties, Inc.
Project No.: B16-1787

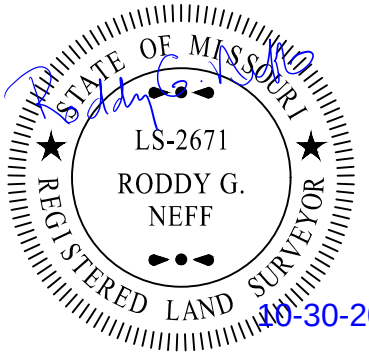


EXHIBIT A

QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH 32°54'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 62.39 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°51'45" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 130.06 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE NORTH 35°27'18" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 142.97 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°45'05" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 340.59 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE NORTH 01°15'35" EAST A DISTANCE OF 31.08 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE SOUTH 88°44'25" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 95.78 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°44'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 596.63 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS 229) FOR CORNER; THENCE SOUTH 88°25'28" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,105.54 FEET TO THE POINT OF BEGINNING, AND CONTAINING 133.40 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

ABOVE DESCRIPTION IS ONLY TO BE USED FOR ANNEXATION OR REZONING PURPOSES AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: Philcrest Properties, Inc.
Project No.: B16-1787

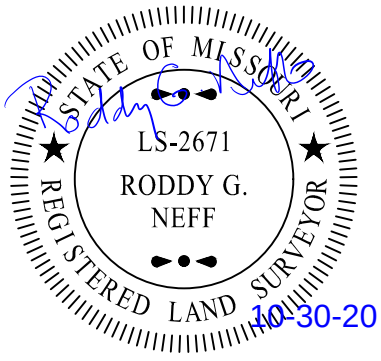


EXHIBIT A

PROPERTY DESCRIPTION OF DEER LAKE PARTNERS, LLC

A TRACT OF LAND, SITUATED IN SECTION 23 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF TRACT III DESCRIBED IN DEED BOOK 2010, PAGE 24733-10, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 24 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 01°45'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR A CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER FOR A POINT OF BEGINNING; THENCE NORTH 88°47'48" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,754.45 TO AN EXISTING IRON PIN FOR THE CORNER; THENCE N01°50'13" EAST A DISTANCE OF 1,333.63 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE N01°40'14" EAST A DISTANCE OF 1,287.49 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: Philcrest Properties, Inc.
Project No.: B16-1787

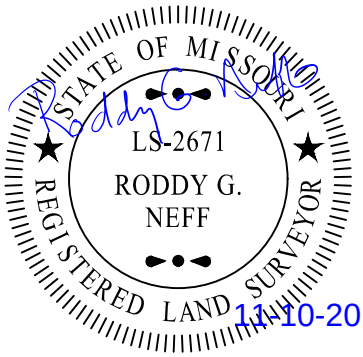


EXHIBIT A

STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH 88°53’47” EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,402.32 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 79°10’22” EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 88.86 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE SOUTH 88°54’54” EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 202.35 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE SOUTH 32°54’49” EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 100.32 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01°48'27" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°29'45" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 105.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

ABOVE DESCRIPTION IS ONLY TO BE USED FOR ANNEXATION OR REZONING PURPOSES AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: Philcrest Properties, Inc.
Project No.: B16-1787

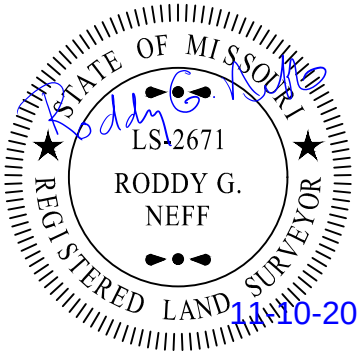
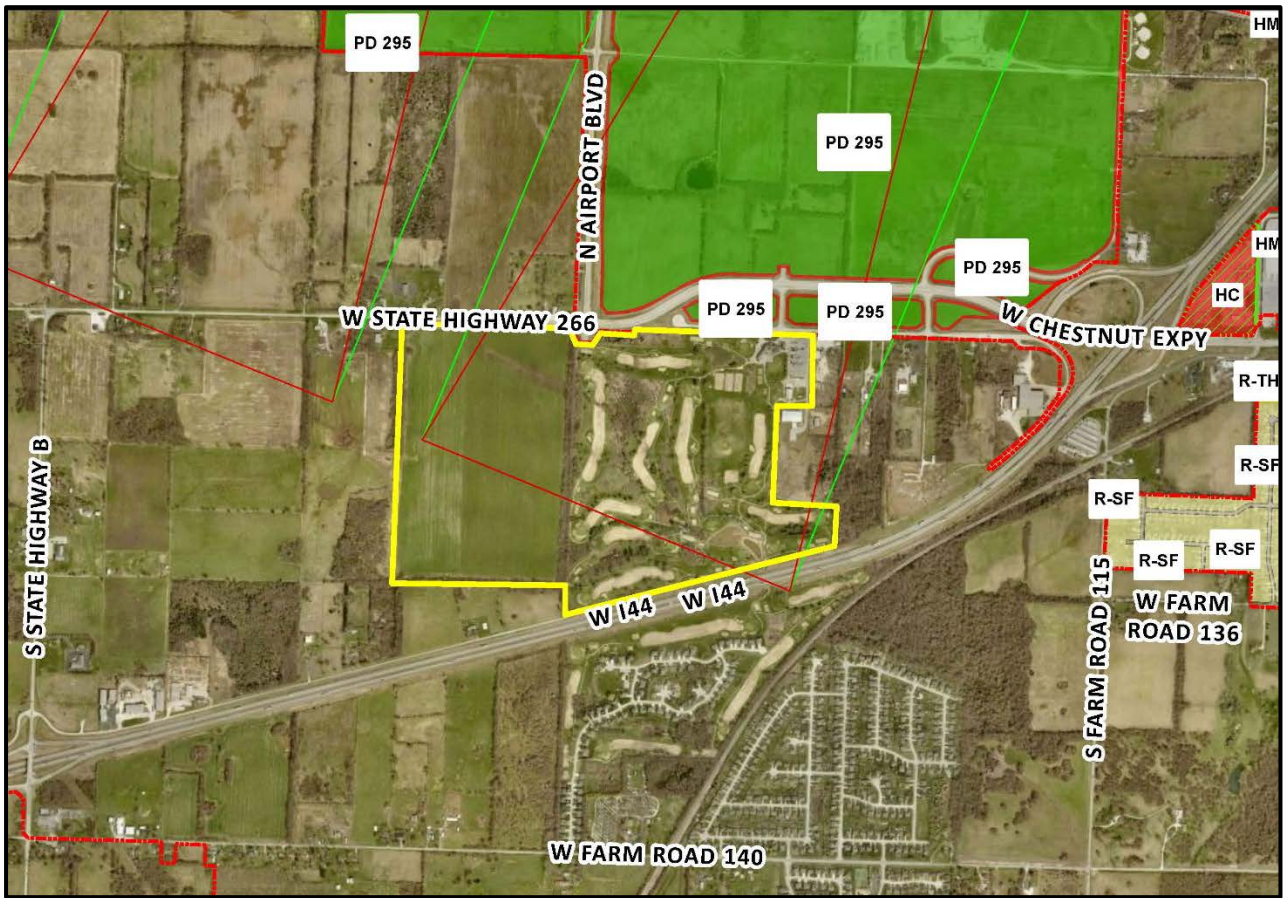
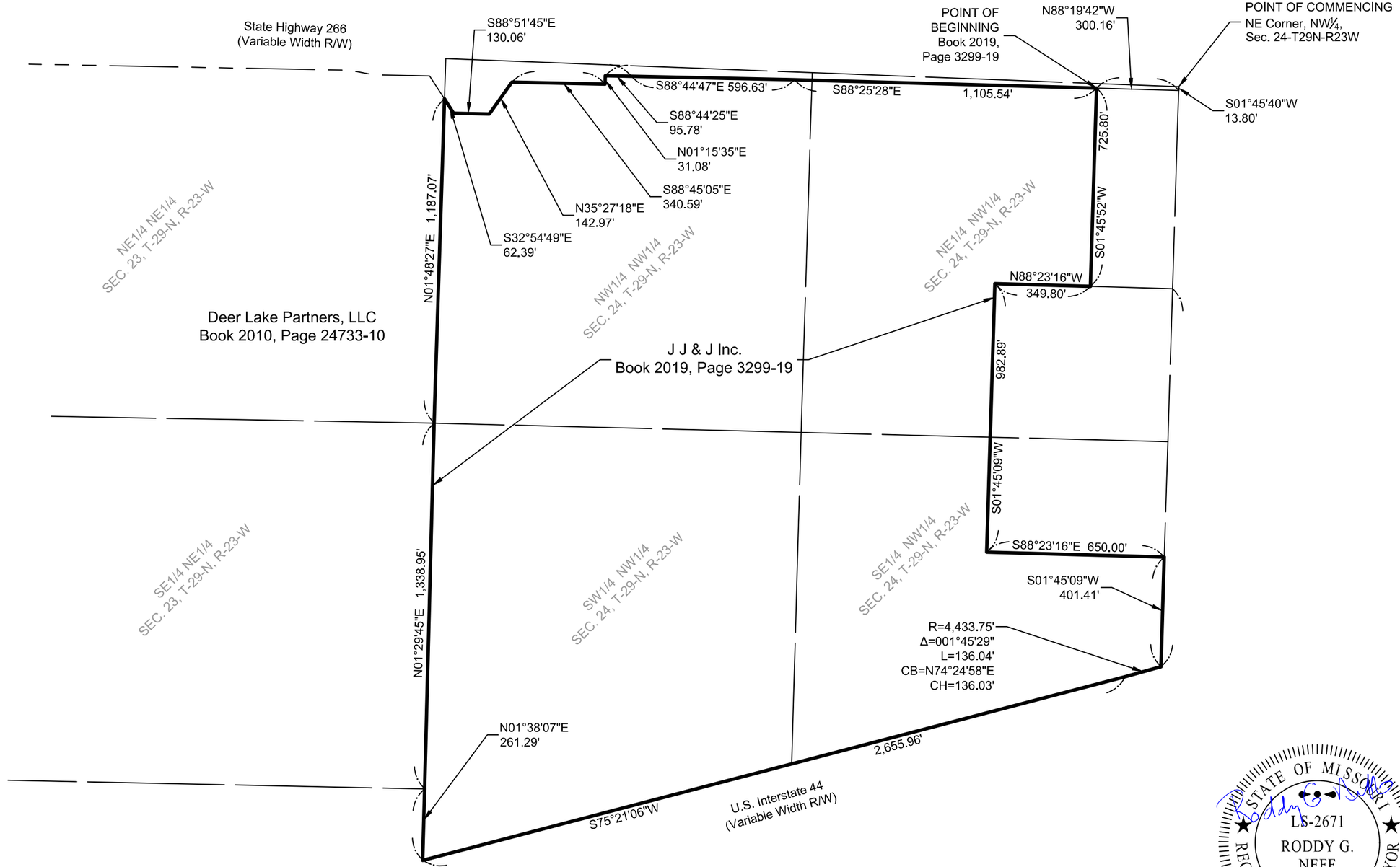


Exhibit B



LOCATION:

LOCATION:	5544 and 6006 West State Highway 266
CURRENT ZONE:	County PAD 1015, Plot Assignment District and A-1, Agriculture District
PROPOSED ZONE:	HC, Highway Commercial with Conditional Overlay District
CASE NUMBER:	A-1-2021



This sketch is not a boundary survey. It is intended to show the configuration of proposed annexation and rezoning. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

STATE OF MISSOURI
LS-2671
RODDY G. NEFF
REGISTERED LAND SURVEYOR
10-30-20

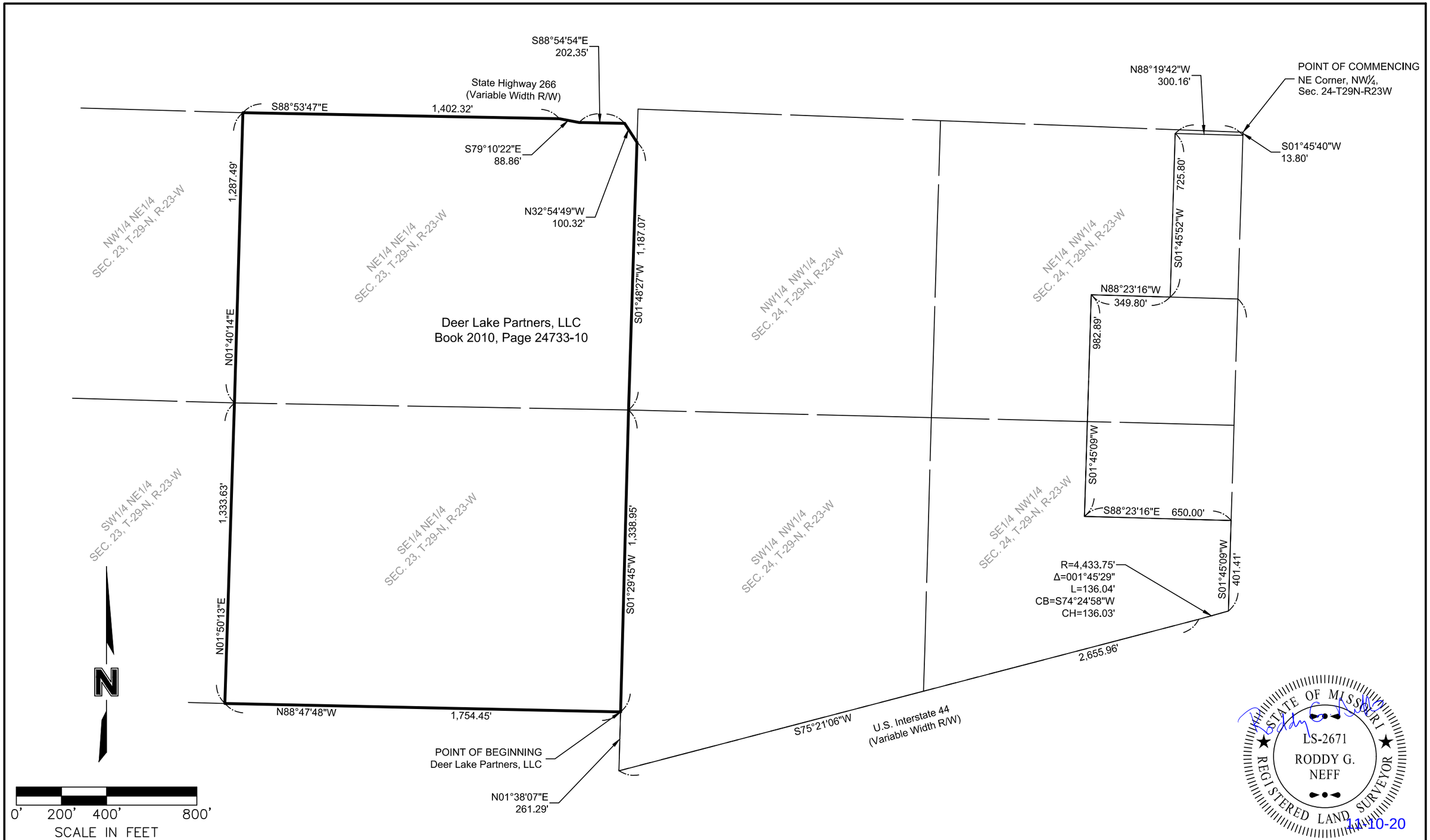
Project:	B16-1787
Drawn by:	DRC
Date:	10.29.2020

ANNEXATION/REZONING J J & J, INCORPORATED

olsson
Olsson Associates, Inc. Survey MO
Certificate of Authority #LC366
550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802 FAX 417.890.8805

EXHIBIT
B

DWG: F:\2016\1501-2000\016-1787\40-Design\Survey\SRVY\Sheets\V_ZON_61787.dwg USER: dchance
DATE: Oct 30, 2020 8:24am XREFS:



This sketch is not a boundary survey. It is intended to show the configuration of proposed annexation and rezoning. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

STATE OF MISSOURI
LS-2671
RODDY G. NEFF
REGISTERED LAND SURVEYOR
11-10-20

Project:	B16-1787
Drawn by:	DRC
Date:	10.29.2020

ANNEXATION/REZONING

olsson
Olsson Associates, Inc. Survey MO
Certificate of Authority #LC366
550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802 FAX 417.890.8805

EXHIBIT B

DWG: F:\2016\1501-2000\016-1787\40-Design\Survey\SRVY\Sheets\V_ZON_61787.dwg USER: dchance
DATE: Oct 30, 2020 8:25am XREFS:

Voluntary Annexation Application

Exhibit C

****E-PLANS INSTRUCTIONS****

****PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION****

1. Pre-apply and, if needed, pay your processing fees online at this LINK
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only	
Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? $_____
*See Fee Schedule

Date of application: 11/09/2020

Property Location: 5544 W State Highway 266

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): JJ&J Incorporated

If corporation, Corporate Official: Rick Farrant

Mailing Address: 913 SE 29th Street, Topeka KS Zip Code: 66605

Telephone: _____ E-mail: _____

PROPERTY OWNER'S SIGNATURE: Rick Farrant

(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Olsson: C/O Jared Rasmussen

If corporation: Corporate Official: _____

Mailing Address: 550 E. Saint Louis Street Springfield, MO Zip Code: 65806

Telephone: 417-890-8802 E-mail: jrasmussen@olsson.com

Current Use of the Property: Golf Course

Current County Zoning: PAD 1995 & 1015

Proposed City Zoning: HC W/ COD

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

See attached

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and

2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and

3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and

4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: Rick Farrant

SIGNED: _____

STATE OF Kansas
COUNTY OF Shawnee SS.

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 6th day of November, 2020 before me appeared Rick Allen Farrant, to me personally known, who, being by me duly sworn did say that he/she is the Pres of J.J + S. Inc, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

"Notary Seal"

Notary Public: Catherine Feliciano-Rivera

Print Name: Catherine Feliciano-Rivera

Catherine Feliciano-Rivera
NOTARY PUBLIC~STATE OF KANSAS
MY APPT EXP: 4/25/2021

Voluntary Annexation Application

****E-PLANS INSTRUCTIONS****

****PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION****

1. Pre-apply and, if needed, pay your processing fees online at this LINK
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only	
Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? $_____
*See Fee Schedule

Date of application: 11/09/2020

Property Location: SW Corner of St HWY 266 and Airport Blvd

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): Deer Lake Partners, LLC

If corporation, Corporate Official: Robert Phillips

Mailing Address: 4500 S 129th East Ave; Suite 115, Tulsa, OK Zip Code: 74134

Telephone: 918-523-4000 E-mail: rob@philcrestproperties.com

PROPERTY OWNER'S SIGNATURE: _____

(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Olsson: C/O Jared Rasmussen

If corporation: Corporate Official: _____

Mailing Address: 550 E. Saint Louis Street Springfield, MO Zip Code: 65806

Telephone: 417-890-8802 E-mail: jrasmussen@olsson.com

Current Use of the Property: Pasture

Current County Zoning: PAD 1995

Proposed City Zoning: HC W/ COD

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and

2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and

3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and

4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: _____

SIGNED: _____

STATE OF ~~MISSOURI~~ OKLAHOMA
COUNTY OF ~~GREENE~~ SS. TULSA

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 2nd day of November, 20 20, before me appeared Robert E. Phillips, to me personally known, who, being by me duly sworn did say that he/she is the Managing Member of Deer Lake Partners, LLC, ~~and that the seal affixed to foregoing instrument is the corporate seal of said corporation~~, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

"Notary Seal"

BETSY L. BRADSHAW
Notary Public - State of Oklahoma
Commission Number 12011033
My Commission Expires Nov 19, 2020

Notary Public: Betsy L Bradshaw
Print Name: Betsy L Bradshaw

Exhibit D

ANNEXATION SCHEDULE

ANNEXATION A-1-2021

ANNEXATION:

Initiate annexation ..... November 30, 2020

City Council public hearing ..... January 11, 2021

City Council second reading and vote ..... January 25, 2021

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed 11-24-20

Sponsored by: Ferguson

COUNCIL BILL 2020- 272 RESOLUTION _____

A RESOLUTION

INITIATING amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' for the purpose of allowing certain development inside the Airport Overlay District with review and recommendations by the Airport Board.

WHEREAS, many types of land uses, including playfields, stadiums, hotels, and motels, are currently prohibited within the airport overlay zoning districts; and

WHEREAS, City Council desires to consider code changes modifying the Airport Overlay District section of the Springfield Land Development Code, Article III, 'Zoning Regulations,' to allow for certain additional development and land uses within the airport overlay districts; and

WHEREAS, to that end, City Council desires to authorize the City Manager to prepare amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' consistent with the intent and purpose of this Resolution; and

WHEREAS, City Council desires to further authorize the City Manager to prepare any other amendments which may be beneficial or convenient for City Council's consideration and are related to the purpose of this Resolution.

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

Section 1 – City Council hereby initiates, and authorizes the City Manager, or his designee, to prepare proposed amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' on behalf of and for consideration by City Council, to allow certain additional development inside the Airport Overlay District with provisions for review and recommendations by the Airport Board.

Section 2 – The City Manager, or his designee, is further authorized to prepare any other proposed additional amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' which may be beneficial or convenient, for City Council's consideration and are related to the intent and purpose of this Resolution.

Section 3 – The City Manager, or his designee, shall transmit proposed amendments to the Planning and Zoning Commission for their report and recommendation, as provided in Sec. 36-367. Such amendments shall then be transmitted to City Council for consideration.

Section 4 – This Resolution shall be effective from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 272

FILED: 11-24-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To initiate amendments to the Springfield Land Development Code to allow certain development in the Airport Overlay District with review and recommendations by the Airport Board. (Staff recommends approval.)

BACKGROUND INFORMATION:

Staff is proposing amendments to the Airport Overlay District of the Zoning Ordinance, Section 36-406, that will allow certain development to occur within this district with review and recommendation by the Airport Board and approval of a Conditional Use Permit by City Council.

This Resolution directs staff to prepare amendments to the Zoning Ordinance. This action does not amend the Zoning Ordinance. Separate public hearings will be scheduled at a later date at both Planning and Zoning Commission and City Council meetings.

REMARKS:

Staff recommends approval.

Submitted by:

K. Daniel Neal

Daniel Neal, Senior Planner

Reviewed by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 5
Filed: 11-24-20

Sponsored by: Hosmer

COUNCIL BILL 2020- 273 RESOLUTION _____

A RESOLUTION

AUTHORIZING a modification to the existing exception to the Urban Service Area to provide sanitary sewer service to an additional 13.4 acres at the intersection of Highways 160 and CC in Christian County, subject to certain conditions. (Planning and Zoning Commission and staff recommend approval).

WHEREAS, an exception to the Urban Service Area was originally granted in 2003, under Resolutions 9024 and 9096, to provide sanitary sewer treatment of wastewater emanating from a defined area, known as English Village, a manufactured home park, which was experiencing a failing private sewer treatment facility; and

WHEREAS, the City of Springfield receives payment, through a wastewater services contract with the operators of the English Village collection system, for the wastewater that it accepts for treatment; and

WHEREAS, an owner of certain property adjacent to the English Village exception area has requested public sewer service, for which the City of Springfield is currently the only viable provider; and

WHEREAS, the City has reserve capacity at its Southwest Wastewater Treatment Plant to accept the additional wastewater volume without need of any infrastructure improvement or modification to its collection system; and

WHEREAS, it is in the best interest of the areawide environment for wastewater to be treated through publicly owned treatment facilities instead of a proliferation of private septic systems.

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

Section 1 – The City hereby grants the request to amend the English Village exception area by adding 13.4 acres, bounded on the west by US 160 highway, on the east by Michael Lane, and on the south by Missouri CC highway for the purpose of providing sanitary sewer service to the additional area under the conditions of current

and/or future wastewater contracts with the operators of the English Village collection system, as shown in “Exhibit A” attached hereto and incorporated herein by this reference.

Section 2 – All property owners within the amended exception area will be required to execute a consent to annexation with the City of Springfield as a condition of making connection to the English Village collection system, through which the City of Springfield will receive and treat the additional wastewater flows from their properties.

Section 3 – This Resolution shall be in effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 273

FILED: 11-24-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Authorizing an exception to the Urban Service Area to provide sanitary sewer service to additional properties at the intersection of Highways 160 and CC in Christian County which will facilitate their inclusion into the English Village service area at a future date. (Planning and Zoning Commission and staff recommend approval of the exception.)

BACKGROUND AND REMARKS:

1. An exception to the Urban Service Area Boundary was originally made in 2003 to allow the City of Springfield to accept wastewater flows from a designated area in northern Christian County known as English Village, a mobile home park which was experiencing a failing private sewage treatment system. The sewage flows from the area are collected by a privately owned and maintained sewer system and are subsequently transmitted to a single point of connection with the City's collection. The transmitted wastewater is subsequently treated by Springfield at its Southwest Wastewater Treatment Plant and the City is paid, through a satellite wastewater contact, for the wastewater treatment service.

2. An area of ground lying north of Route CC, west of Michael Lane, and east of U.S. Highway 160, comprising approximately 13.4 acres, is adjacent to the English Village area and naturally drains towards the English Village collection system. This area is depicted in an exhibit to this council bill. A property owner within this area is seeking to develop their property and has requested sewer service through connection to the English Village collection system and, ultimately, the transmission of additional wastewater flows to the City of Springfield.

3. If the City approves this request, there would be no additional infrastructure constructed by the City. The property owner will extend the privately owned English Village collection system and make connection to this system. The City of Springfield will accept additional wastewater flows, through the existing connection point. The City will receive additional monthly revenue, through the satellite wastewater contract, for treating the wastewater from additional properties that connect. The City has enough reserve capacity at the SW Treatment Plant for accepting and treating these additional flows.

4. If the City does not approve this request, the property will either not develop or any development will need to utilize a private septic system, as currently there is no other viable public wastewater treatment option available.

5. The 13.4 acres that is proposed for an expansion of the English Village exception area, contains additional properties. One property is already developed with a convenience store/fuel station and is connected to the English Village sewer. This connection was not permitted by the City and was an oversight by the administrators of the English Village collection system. There are also one or more additional tracts which could easily be served by the same extension of the English Village collection system. These properties are collectively included in the proposed expansion of the English Village exception area to bring the convenience store/fuel station connection into compliance and to facilitate future accommodation of adjacent tracts.

6. Exceptions to the Urban Service Area Boundary require approval of the Watershed Committee of the Ozarks (granted 10/13/2020), Greene County Planning and Zoning Board (approved October 20, 2020), Greene County Commission (approved November 2, 2020), a 2/3 majority vote of Springfield Planning and Zoning Commission (approved November 5, 2020), and a 2/3 majority vote of Springfield City Council.

RECOMMENDATIONS:

To promote area development, while also furthering use of public sanitary sewers for protection of the environment, the Department of Environmental Services recommends passage of this Council Bill.

Recommended by:

Ron Petering
Assistant Director

Submitted by:

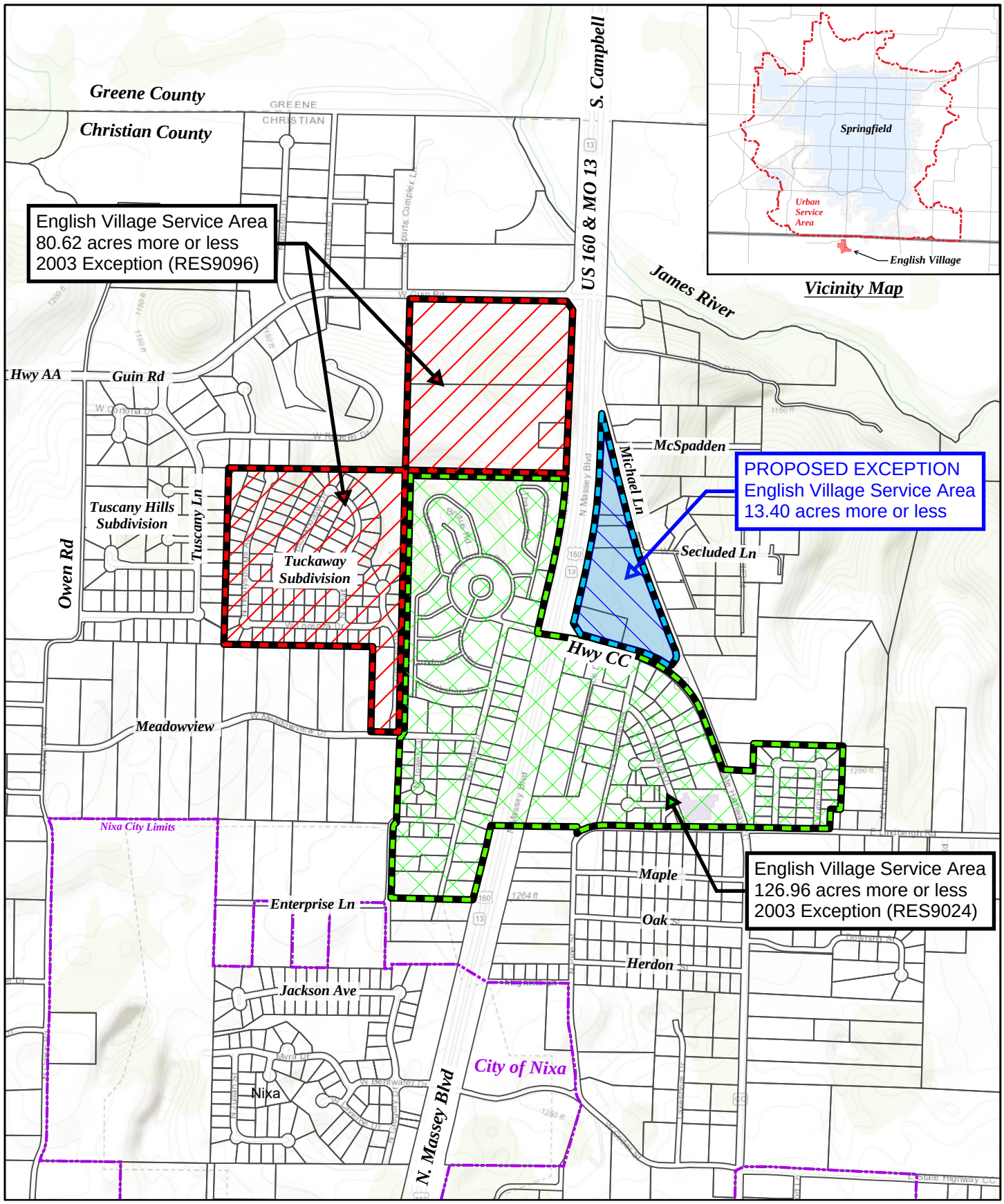
Errin Kemper,
Director, Environmental Services

Approved by:

Jason Gage,
City Manager

English Village
Urban Service Area Exception

Exhibit A



0 500 1,000 1,500 2,000 Feet

1 inch = 1,000 feet

CITY OF Springfield ENVIRONMENTAL SERVICES

One-rdg. X
P. Hrngs. _____
Pgs. 6
Filed: 11-24-20

Sponsored by: McClure

COUNCIL BILL 2020 - 274 RESOLUTION _____

A RESOLUTION

ADOPTING the City of Springfield's Legislative Priorities for 2021.

WHEREAS, City Council is concerned with legislative matters at the state and federal level which have an impact on the governmental operations of the City of Springfield, Missouri; and

WHEREAS, City Council has identified a number of important legislative items that may be considered by federal and state legislatures in the upcoming year; and

WHEREAS, adoption of the legislative priorities will empower City officials, staff, and representatives to advocate on the City's behalf, before and to members of the federal and state legislatures.

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

Section 1 – City Council hereby adopts "Exhibit A," a copy of which is attached hereto and incorporated herein by reference, as its Legislative Priorities for 2021.

Section 2 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2020-___

FILED: 11-24-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To adopt the City of Springfield's Legislative Priorities.

BACKGROUND INFORMATION: This Resolution adopts the City of Springfield's 2021 Legislative Priorities. These priorities, once adopted, will guide the City's elected officials and staff in their work with state and federal legislators during 2021.

On November 10, 2020, City Council reviewed and provided guidance for the Legislative Priorities at a City Council Lunch meeting. The final version of the 2021 Legislative Priorities is attached as "Exhibit A."

Submitted by:

Jason Gage, City Manager

Approved by:

Jason Gage, City Manager

Exhibit A

City of Springfield 2021 Legislative Priorities

General Priorities

- **Retain Local Control** – The City of Springfield opposes legislation that would reduce or remove local authority, including the setting of user and license fees.

- **Avoid Unfunded Mandates** – The City of Springfield opposes any legislation that would result in a new net cost and related tax burden to the City of Springfield and/or its citizens.

- **Promote Public Safety** – The City of Springfield supports legislation that promotes safe communities and reduces violent crime, including:

    - the funding of the newly established Pretrial Witness Protection Services Fund (2020 Special Sess., HB 66),

    - amending State law to match Federal law regarding the possession of handguns by minors, and

    - legislation that is intended to reduce the incidence of sexual assault, provide additional protections for victims of sexual assault, and require timely and ongoing sexual assault training for law enforcement, prosecutors and applicable court personnel.

- **Promote Economic Vitality** – The City of Springfield supports legislation that strengthens Springfield's ability to: compete for jobs, enhance education and workforce development, improve transportation (including additional gas tax funding), provide affordable housing, create healthy neighborhoods, stimulate downtown revitalization, grow tourism funding, and ensure broadband access for all citizens – all without compromising our natural environment. This includes adding Springfield to the list of cities enabled to form a Land Bank for the betterment of our neighborhoods.

- **Promote Fiscal Sustainability** – The City of Springfield supports legislation that: honors municipal taxing independence, preserves current revenue streams, and ensures stable service delivery and infrastructure.

- **Promote Quality of Place** – The City of Springfield supports legislation that: promotes projects that improve livability, strengthens our ability to retain and attract talent, enhances our neighborhoods, enriches our visitor experience, and encourages an inclusive and welcoming community.

- We support legislation that requires the removal of covenant language from property deeds that prohibits ownership or occupancy due to race, gender, nationality or other similar factors.

Specific Priorities

- **Internet Sales Tax** – The City of Springfield asks our local delegation to introduce and support legislation that will "level the retail market playing field" in accordance with the intent of the recent South Dakota v. Wayfair Supreme Court case by appropriately including Internet sales in the current Sales Tax and/or Use Tax statute.

- **Hotel/Motel Tax** – The City of Springfield asks our local delegation to introduce and support legislation enabling the Springfield electorate to vote on a hotel/motel tax or a convention and tourism and/or convention and sport tax in addition to the hotel/motel tax at the same rate afforded to the voters in Kansas City and St. Louis.

- **Statewide Prescription Drug Monitoring Program (PDMP)** – Missouri is the only state of 50 without a PDMP. As a result, the City of Springfield encourages our local delegation to introduce and support legislation to establish a statewide PDMP. Although the City of Springfield and Greene County have each implemented local PDMPs, this is truly an issue of statewide concern.

- **Pay Day Loans** – The City of Springfield asks our local delegation to introduce and support legislation that will limit refinancing and cap the amount of interest that can be charged by pay-day loan and car title loan companies that tend to prey on the poor. According to the State Commissioner of Finance's report to the Governor, the average interest rate for "pay day" loans in Missouri in 2019 was **nearly** 474%.

- **Municipal Court**

    - **FACT Procedure** – The City of Springfield asks our local delegation to introduce legislation that will reinstate the FACT Procedure. RSMo 302.341.2 eliminated the FACT (Failure to Appear in Court for Traffic Violation) driver's license suspension procedure found in 302.341.1 for "minor traffic violations". Under current law, the driver's license for those who fail to appear in Municipal Court after receiving a citation can no longer be suspended for minor traffic violations. As a result, arrest warrants are immediately issued for these defendants. The FACT process allowed for driver's license suspensions after a 30-day warning/grace period. This process gave defendants a chance to address their case prior to invoking the license suspension. Additionally, we have found a much higher compliance rate with the FACT process than with the warrant process. Other legal incentives that have the result of increasing court appearances are also supported.

- **Municipal Court Warrants** – The City of Springfield asks our local delegation to introduce legislation that will allow warrants for defendants that fail to follow court judgments. Repeal of sections 479.353(3) RSMo and 479.360.1(3) RSMo. Missouri Supreme Court Rule 37.65, effective July 1, 2015, comprehensively addresses how courts are to operate procedurally in enforcing judgments. We need the ability to utilize warrants for those that fail to abide by the judgment of the court or fail to show cause for not abiding by the judgment of the court.

- **Municipal Court Community Service Support** – The City of Springfield asks our local delegation to introduce and support language to once again allow municipal courts that utilize community service in lieu of traditional sentencing obtain program cost recovery from non-indigent probationers.

- **Chronic Nuisance Properties and Dangerous Buildings**

  Property Nuisances

  - Provide Accelerated Abatement Process for Chronic Nuisances – The City of Springfield asks our local delegation to introduce and support a bill that will allow a single, one-year notice for the abatement of tall grass and weed nuisances to more expeditiously address chronic violation locations.

  - Allow violation notices to be sent only to property owners.

  - Allow flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required.

  - Allow nuisance abatement costs to run with the land.

  - Allow recovery of all direct costs associated with processing and abatement of nuisances.

  - Review all statutory narrative for topic and definitional clarity

  Dangerous/Unsafe Buildings

  - Allow flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required.

  - Allow recovery of all direct costs associated with processing and abatement.

  - Allow for collecting of processing and abatement costs through the County Collector (real estate tax bill) in lieu of a special tax bill.

  - Limit formal notice requirement to violation and need to abate only.

- **Property Assessed Clean Energy (PACE) –** The City of Springfield recently withdrew from participating in the Property Assessed Clean Energy (PACE) program for residential properties due to insufficient residential consumer protections under the current statute. Our data highlighted numerous examples of disproportionately high energy efficiency project costs compared to the home's value. This circumstance resulted in surprisingly high property tax bills for many residents, whereby the energy use savings does not come close to covering the project-related property tax increase. As a result, we strongly support amendments to the current law to adequately strengthen consumer protections and ensure statewide monitoring of the program's application.

One-rdg. X
P. Hrngs. ____
Pgs. 4
Filed: 11-24-20

Sponsored by: Ollis

COUNCIL BILL 2020-275 RESOLUTION ____

A RESOLUTION

DECLARING the intent of the City of Springfield, Missouri to financially assist with certain public improvements and incentives related to a private development project anchored by an athletic complex, to be developed by Philcrest Properties.

WHEREAS, the City of Springfield, Missouri (the "City") has been approached to provide assistance with public improvements related to a Private Development Project anchored by an Athletic Complex that Philcrest Properties (the "Developer") proposes to develop in northwest Springfield, at the southwest corner of Chestnut Expressway and Airport Boulevard; and

WHEREAS, the Developer proposes to build an athletic complex with 12 soccer fields, including a turf "championship" field, an indoor sports facility with 2 indoor soccer fields and 4 basketball courts (convertible to 8 volleyball courts), a large entryway sign, and attractive landscaping on a site just west of Deer Lake Golf Course; and

WHEREAS, the Developer estimates the total investment for the athletic complex will be $12-14 Million; and

WHEREAS, the Developer is also considering development of a retail/commercial component either concurrently with development of the athletic complex or at some point in the future; and

WHEREAS, the Developer has requested that the City provide and/or pay for some of the public improvements related to this project, which may include on-site and off-site sanitary sewer, water and gas, off-site road and sidewalk improvements, and associated design, fees, permitting, and contingency; and

WHEREAS, the City is authorized and empowered under its Charter and State law to undertake public improvements of the type requested; and

WHEREAS, the Community Improvement District Act, Sections 67.1401 to 67.1571 RSMo., authorizes the City, upon a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a Community Improvement

District (“CID”); and

WHEREAS, the City desires to express its intent to provide and/or pay for up to $2 Million in costs of public improvements related to this project upon completion of the athletic complex; and

WHEREAS, the City desires to express its intent to require the Developer to coordinate with the City and to take all necessary steps to establish a CID over the development to reimburse the City for these costs.

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

Section 1 – The City hereby declares its intention to cooperate with Philcrest Properties (the “Developer”) in the development of an athletic complex with 12 soccer fields, including a turf “championship” field, an indoor sports facility with 2 indoor soccer fields and 4 basketball courts (convertible to 8 volleyball courts), a large entryway sign, and attractive landscaping (collectively referred to herein as the “Private Athletic Complex”), subject to approval of a development agreement with terms acceptable to the City.

Section 2 – City Council hereby directs the City Manager, or his designee, to enter negotiations with Developer and submit for consideration by City Council a development agreement on this project in accordance with this Resolution.

Section 3 – City Council directs the City Manager, or his designee, to negotiate a development agreement that commits up to $2 Million in City funds to reimburse the Developer for public improvements related to the Private Development Project, upon completion of all elements of the Athletic Complex as described in Section 1 of this Resolution and as the Developer has represented the Private Development Project in public meetings. City Council further directs the City Manager, or his designee, to include design requirements and compliance with all City codes or ordinances as part of the Development Agreement.

Section 4 – City Council hereby finds and determines that the Private Athletic Complex will promote the economic welfare and the development of the City; and the City’s funding of public improvements such as sanitary sewer, water, gas, off-site road and sidewalk improvements will promote such public purposes.

Section 5 – City Council further directs the City Manager, or his designee, to include a requirement in the Development Agreement that City funding for said public improvements is expressly conditioned upon the establishment of a Community Improvement District over the entire Private Development Project to reimburse the City for these costs.

Section 6 – Any provision hereof to the contrary notwithstanding, nothing herein

contained shall be construed to impose a charge against the general credit of the City or to impose any monetary obligation or liability upon the City, other than as duly agreed upon in a Development Agreement approved by future Council action.

Section 7 – The City Manager, or his designee, is hereby authorized to do all things necessary or convenient to carry out the intent of this Resolution.

Section 8 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 275

FILED: 11-24-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: A resolution determining the official intent of the City of Springfield, Missouri, regarding certain public improvements and incentives related to a Development Project anchored by a Private Athletic Complex, to be developed by Philcrest Properties.

BACKGROUND: The City has been approached to provide assistance with public improvements related to a Development Project anchored by a Private Athletic Complex that Philcrest Properties proposes to develop in northwest Springfield at the southwest corner of Chestnut Expressway and Airport Boulevard.

The developer proposes to build an athletic complex with 12 soccer fields, including a turf "championship" field, and an indoor sports facility with 2 indoor soccer fields and 4 basketball courts (convertible to 8 volleyball courts), a large entryway sign and attractive landscaping, on a site just west of Deer Lake Golf Course. The developer estimates the total investment for the athletic complex will be $12-14 Million. The developer may also develop a retail/commercial component concurrent with the athletic complex or in the future.

City Council hereby signals its intent to fund up to $2 Million in public improvements related to this project which may include on-site and off-site sanitary sewer, water and gas, off-site road and sidewalk improvements, and associated design, fees, permitting, and contingency. Council also sets forth its intent to require the Developer to coordinate with the City to establish a CID over the development to reimburse the City for these costs.

City Council hereby directs Staff to prepare a set of recommended deal points for a development agreement on this project in accordance with this Resolution, discuss the deal points with the developer, and bring back a Development Agreement between the City and the Developer for Council consideration.

Staff recommends approval.

Recommended by:

Sarah Kerner,
Economic Development Director

Approved by:

Jason Gage,
City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 11-23-20

Sponsored by: Hosmer

COUNCIL BILL 2020- 276 RESOLUTION _____

RESOLUTION

DECLARING the intent of the City of Springfield to financially assist and fully support planned and developing improvements to its Cooper Park/Lake Country Soccer Complex and Facilities.

WHEREAS, the Springfield-Greene County Park Board and the Board for the Lake Country Soccer organization are cooperatively planning improvements and developments to the Cooper Park/Lake Country Soccer Complex and Facilities; and

WHEREAS, the Springfield-Greene County Park Board and the Board for the Lake County Soccer organization have identified necessary soccer complex facility improvements, including provisions for providing artificial turf to several fields, improvements to existing grass fields, locker rooms, tournament meeting rooms, and spectator concourse area to include new food and beverage areas, restrooms and picnic/play areas; and

WHEREAS, City Council and the Springfield-Greene County Park Board are committed to seeing the Cooper Park/Lake Country Soccer Complex and Facilities restored to anchor-facility status with respect to generating additional sports tourism and attracting national, regional and state championship tournament opportunities; and

WHEREAS, City Council desires to express its intent to fully support the planned and developing improvements for this Complex and Facilities.

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

Section 1 – City Council hereby declares its intention to fully support planned and developing improvements to its Cooper Park/Lake Country Soccer Complex and Facilities.

Section 2 – City Council has expressed its commitment to provide up to $5,000,000 in City funds and challenges the Lake Country Soccer organization and its current capital fundraising campaign donors to provide the matching $5,000,000 needed to implement a full $10,000,000 facility renovation project for the Cooper Park/Lake

Country Soccer Complex.

Section 3 – City Council has expressed its willingness to help provide necessary financing and bonding support for the $10,000,000 Cooper Park/Lake Country Soccer Complex and Facilities renovation project.

Section 4 – The City Manager, or designee, is hereby authorized to do all things necessary or convenient to carry out the intent of this Resolution.

Section 5 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 276

FILED: 11-23-20

ORIGINATING DEPARTMENT: Parks

PURPOSE: Declaring the intent of the City of Springfield to financially and fully support planned and developing improvements to its Cooper Park/Lake Country Soccer Complex and Facilities. (Staff recommends approval.)

BACKGROUND INFORMATION: The Springfield-Greene County Park Board and the Board for the Lake Country Soccer organization are cooperatively planning improvements and developments to the Cooper Park/Lake Country Soccer Complex and Facilities. Possible improvements include, but are not limited to the following: (1) turf for eight full-size soccer fields; (2) locker rooms; (3) tournament meeting rooms; (4) spectator concourse area to include new food and beverage areas; (5) new picnic/play areas; (6) new restrooms; (7) new shade areas; and (8) field improvements for the remaining 10 grass fields.

This project will include a FIFA-approved Championship Turf Field capable of hosting professional and intercollegiate soccer events with seating for a minimum of 3,500 spectators. Completion of the project will enable Cooper Park/Lake Country Soccer Complex to function as an anchor sports facility with the ability to host a wide variety of national, regional and state championship caliber events. Additionally, the development of the eight turf fields will allow for a wide variety of programming of non-soccer-oriented events as well.

City Council is willing to issue bonds for up to the approximate cost of this project of $10,000,000, with a commitment for the City to repay up to $5,000,000 and the Lake Country Soccer organization to repay the remaining $5,000,000 with the hope of assistance from private donations.

REMARKS: Completion of this project will be a tremendous asset to our community's soccer enthusiasts and young athletes while also serving to attract sports tourism to the City of Springfield with enhanced facilities capable of hosting national, reginal and state championship-caliber tournaments and events.

RECOMMENDATIONS: Staff respectfully recommends approval of this Resolution.

Reviewed by:

Bob Belote, Director of Parks

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. ____
Pgs. 10
Filed: 11-24-20

Sponsored by: Lear

First Reading: ____ Second Reading: ____

COUNCIL BILL 2020-277 SPECIAL ORDINANCE ____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to pay the costs of a third-party vendor to operate expanded contact tracing services for the School District of Springfield R-12, and to enter into an addendum to the City's contract with third-party vendor Maximus Federal Services, Inc., to carry out expanded contact tracing services; amending the budget of the City of Springfield for Fiscal Year 2020-2021 in the amount of $152,502; and declaring an emergency pursuant to City Charter Section 2.12.

WHEREAS, the School District of Springfield R-12 ("District") has a heightened need to expand its COVID-19 contact tracing capabilities as it increases in-person learning opportunities for its students; and

WHEREAS, the City intends to amend its existing agreement with Maximus Federal Services, Inc., ("Maximus") to expand its contact tracing capabilities to meet the District's needs; and

WHEREAS, the District is willing to pay to the City the sum of $152,502 to pay for additional staff required to carry out contact tracing for the District, as set forth in "Exhibit A;" and

WHEREAS, Maximus has estimated that the additional staff required to provide expanded contact tracing for the District will add an additional $152,502 to the City's existing contract with Maximus, thereby requiring an addendum to that contract, as set forth in "Exhibit B."

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Intergovernmental Agreement with the School District of Springfield R-12 to pay the

costs of a third-party vendor to operate expanded contact tracing services, said agreement to be substantially similar to “Exhibit A,” which is attached hereto and incorporated herein by this reference and approved by the City Attorney, and to do all things necessary to carry out the intent of the Agreement.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into an Addendum with Maximus Federal Services, Inc., for the sum of $152,502 to pay for additional staff required to carry out expanded contact tracing, said agreement to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference and approved by the City Attorney, and to do all things necessary to carry out the intent of the Agreement.

Section 3 – City Council hereby amends the budget for the Springfield-Greene County Health Department for Fiscal Year 2020-2021 in the accounts and in the amounts as shown on Budget Adjustment 039, a copy of which is attached hereto and incorporated herein by reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager. City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

Section 5 – City Council finds and declares that an emergency exists in that these Agreements and this appropriation of funding is required to fight against the COVID-19 pandemic, and therefore this Ordinance relates to the preservation of public health and safety pursuant to section 2.12 of the City Charter and may be passed in one reading. This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 277

FILED 11-24-20

ORIGINATING DEPARTMENT: Health

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to pay the costs of a third-party vendor to operate expanded contact tracing services for the School District of Springfield R-12; to enter into an addendum to the City's contract with third-party vendor Maximus Federal Services, Inc., to carry out expanded contact tracing services; to do all things necessary to carry out each agreement, including the execution of certain documents in connection therewith; amending the budget of the City for Fiscal Year 2020-2021 in the amount of $152,502; and declaring an emergency pursuant to City Charter Section 2.12.

BACKGROUND INFORMATION: As the School District of Springfield R-12 (SPS) transitions grades Kindergarten through 8th grade to a four-day seated class setting, additional capacity will be needed to maintain the efforts by SPS and the Springfield-Greene County Health Department ("SGCHD") to provide contact tracing. This entails contacting close contacts to positive COVID-19 cases that have been exposed and place them in quarantine. Since SGCHD has a contract currently in place with Maximus Federal to provide contact tracing services for the Springfield-Greene County area, an addendum to the current contract will offer an additional five staff members to deliver these services and meet the anticipated increased demand. This additional staff will work in coordination with the already dedicated staff providing contact tracing services but will be dedicated to SPS. SPS will pay the City of Springfield up to $152,502 for these services.

Submitted by:

Brad Stulce, Public Health Resource Manager

Recommended by:

Clay Goddard, Director
Public Health and Welfare

Approved by:

Jason Gage, City Manager

Exhibit A

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD, MISSOURI
AND THE SCHOOL DISTRICT OF SPRINGFIELD, R-12

(Reimbursement for COVID-19 Contact Tracing)

This Intergovernmental Agreement ("IGA"), is made and entered into this ____ day of _____, 2020, by and between the City of Springfield, Missouri ("City") and the School District of Springfield, R-12, ("District").

WHEREAS, the City has contracted with Maximus Federal Services, Inc. ("Vendor") to perform Contact Tracing for COVID-19 exposures; and,

WHEREAS, the District desires to have the Vendor perform Contact Tracing for COVID-19 exposures that occur in or connected with public school operations in the District; and,

WHEREAS, pursuant to Section 70.220, RSMo., the City and District mutually agree to a division of costs associated with the costs of Contact Tracing as set forth herein;

NOW THEREFORE, the parties agree as follows:

1. Parties.

A. The City of Springfield is a Missouri municipal corporation with administrative offices located at Busch Municipal Building, 840 Boonville Avenue, Springfield, MO 65802.

B. The District is an urban public school district and a political subdivision of the State of Missouri which is governed by its Board of Education ("Board"). District's administrative offices are located at 1359 E. St. Louis Street, Springfield, MO 65802.

2. Responsibilities.

A. The City shall be responsible for carrying out and administering its contract with the Vendor to provide Contact Tracing for COVID-19 exposures in Greene County, Missouri. ("Vendor Contract"). The City shall be responsible for making payment to the Vendor for the services rendered pursuant to the Vendor Contract.

B. District shall be responsible for reimbursing the City for the cost of Contact Tracing for COVID-19 exposures reported to the City and performed by the Vendor pursuant to the Vendor Contract in the amount of $152,502.00. City shall provide the District with an invoice for $152,502.00 and District shall remit payment of $152,502.00 within thirty (30) days following receipt of the invoice.

C. Vendor shall be an independent contractor of the City to which the City has outsourced the institutional functions or services described the Vendor Contract and to a lesser degree in this IGA.

D. Vendor shall be a "School Official" for the District, as that term is defined in the Individuals with Disabilities Education Act, 20 U.S.C. Section 1232g, and its Regulations, 34 C.F.R. Section 99.31(a)(i)(B), since its responsibilities under the Vendor Contract and this IGA are to: (1) perform an institutional service or function for which the District would otherwise use employees; and, (2) is under the direct control of the District with respect to the use and maintenance of the District's education records.

3. Term. The term of this IGA will begin on November 30, 2020 and shall terminate on the termination date of the Vendor Contract or February 12, 2021, whichever comes first.

4. Relationship of the Parties.

A. In the performance of this IGA, City and District are not, and shall not be deemed to be engaged in a partnership or joint venture. Rather, through this IGA, the District has merely agreed to reimburse City for Contact Tracing for COVID-19 exposures of District students and staff pursuant to the Vendor Contract when such exposures are reported by District to the City.

B. In the performance of this IGA, neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter except as set forth in this IGA. Neither shall be bound by the acts or conduct of the other unless specifically set forth in this IGA or as otherwise approved in writing by the City and District.

5. Compliance with State and Federal Law/Board Policies. The City and District shall comply with all applicable Federal and State statutes, regulations, and guidelines and shall not discriminate against any of their students or employees, or any participant in the Contact Tracing for COVID-19 exposures pursuant to the Vendor Contract or this IGA on the basis of the person's race, color, national origin, sex, ancestry, religion, age, physical or mental disability, sexual orientation, gender identity or status as a veteran or any other classification which is protected by applicable law, regulation, guideline, or policy.

6. Compliance with FERPA. The City and District shall maintain confidentiality concerning personally identifiable information about District's students who are involved in the Contact Tracing for COVID-19 exposures pursuant to the Vendor Contract and this IGA as required by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.* and its regulations, 34 C.F.R. Part 99 ("FERPA") and Section 167.020.7, RSMo.

7. Notices and Designated Representatives.

A. Any notices required by this IGA shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of District to the persons and at the addresses set forth below, or to their designees or successors at such other addresses as may be given from time to time in accordance with the terms of this notice provision:

District's Representative:
Ms. Carol Embree
Deputy Superintendent-Operations
School District of Springfield, R-12
1359 E St. Louis St.
Springfield, MO 65802

And a copy to:
Brandi Cryer
Contract Coordinator
School District of Springfield, R-12
1359 East St. Louis Street
Springfield, MO 65802

B. Any notices required by this IGA shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of the City to the following persons:

City's Representative:
Katie Towns
Assistant Director
Springfield-Greene Co. Health Department
227 East Chestnut Expressway
Springfield, Missouri 65802

And a copy to:
Brad Stulce
Public Health Resource Manager
Springfield-Greene Co. Health Department
227 East Chestnut Expressway
Springfield, Missouri 65802

8. Miscellaneous.

A. This IGA constitutes the entire and only agreement between the parties relating to District's reimbursement of the City for the cost of Contact Tracing for COVID-19 exposures reported to the City and performed by the Vendor pursuant to the Vendor Contract. All prior negotiations, representations, agreements and understandings concerning this subject are superseded. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

B. No salaried officer or employee of the City or the District, and no member of the City Council or the District's Board of Education shall have a financial interest, direct or indirect, in this IGA. A violation of this provision renders this IGA void. Any federal regulations and any applicable requirements of State and local law shall be observed by the parties hereto.

C. This IGA shall be governed, construed and enforced in accordance with the internal laws of the state of Missouri. The Federal or State Courts located in Greene County, Missouri shall constitute the sole appropriate venue for any claim or cause of action arising between the parties pursuant to the IGA.

D. The undersigned certify that prior to signing this IGA, each has received written authorization from his/her respective governing body to sign this IGA on its behalf.

IN WITNESS WHEREOF, the parties have executed this IGA effective as of the day and year indicated by each signature below:

BOARD OF EDUCATION FOR THE SCHOOL DISTRICT OF SPRINGFIELD R-12	**CITY OF SPRINGFIELD, MISSOURI**
_____	_____
Carol Embree	By:
Deputy Superintendent-Operations	Title:
Date: _____202___	Date: _____202___

Exhibit B

MODIFICATION NO. 1 TO CONTRACT # 2020-0922

CITY	COMPANY
CITY OF SPRINGFIELD/DIVISION OF PURCHASES	CO. NAME: MAXIMUS FEDERAL SERVICES INC.
218 E. CENTRAL	ATTN: MS. NANCY WRIGHT
SPRINGFIELD, MO 65802	ADDRESS: 3120 FAIRVIEW PARK, SUITE 400
PHONE: 417-864- 1620 FAX: 417-864-1927	FALLS CHURCH, VA 22042
ATTN: XXXXXXXXX, BUYER	PHONE: 703-712-4161
DEPT.: DIVISION OF PURCHASES	EMAIL: NANCYWRIGHT@MAXIMUS.COM

Entered into this _____ day of _____, 20___, for good and valuable consideration, the undersigned hereby agree that this Modification shall become part of that certain Contract executed on the 11th day of August 2020 by the parties identified above.

The parties agree as follows:

1. That the Scope of Work **(Exhibit B)** shall now include an additional five (5) Contact Tracers and one (1) Operations Manager per the rates stipulated in **(Exhibit C-2)**. The labor rate for a Contract Tracer is $38.53 per hour and the labor rate for an Operations Manager is $72.11. The period of performance for this modification will be the date of full execution and run through the existing period of performance that ends on February 12, 2021. The addition of five (5) Contract Tracers for an estimated 2,880 hours over 72 work days, at $38.53 per hour and one (1) Operations Manager for an estimated 576 hours over 72 work days, equates to additional funding of One Hundred Fifty Two Thousand, Five Hundred Two Dollars ($152,502) which is hereby added to the existing contract total of Two Million, Seven Hundred and Forty Eight Thousand, Eight Hundred Fifty-Nine Dollars ($2,748,859) for a new total of Two Million, Nine Hundred and One Thousand, Three Hundred Sixty-One Dollars ($2,901,361). Paragraph 4 on page 2 of the Contract is hereby deleted and replaced with a new paragraph 4, which reads as follows:

   4. The term of this Contract shall coincide with the term(s) stated in **Exhibit A**. All pricing identified in **Exhibit C2 is hereby modified to include the additional labor contained herein and** shall be in effect until the current contract expiration date of February 12, 2021. The total price for the additional Contact Tracers and Operations Manager services for operations and implementation shall not exceed Two Million, Nine Hundred and One Thousand, Three Hundred Sixty-One **($**2,901,361**).**

2. That all other provisions of the aforementioned Contract shall remain in full force and effect.

3. That this Modification together with the Contract contains the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

4. The first table of **Exhibit C-2** has been modified (see modified first table of **Exhibit C-2** below) to reflect the modified staffing request and shall replace the original first table of **Exhibit C-2** and shall now be deemed inserted and in effect for the remainder of the contractual term.

MODIFIED FIRST TABLE OF EXHIBT C-2

Internal Category	GSA Labor Category	GSA Rate	FTEs
Contact Tracers	Contact Center Customer Service Representative II	$ 38.53	48.00
Contact Tracers - Bilingual	Contact Center Customer Service Representative II	$ 38.53	5.00
Operations Manager	Contact Center Manager	$ 72.11	2.00
Project Manager	Project Manager M1	$ 120.18	1.00
Quality Assurance Analyst	Contact Center Quality Assurance Specialist	$ 46.95	2.00
Supervisor	Contact Center Supervisor	$ 59.18	3.00
Trainer / QA Specialist	Contact Center Coordinator of Training I	$ 69.65	1.00
Workforce Management Supervisor	Contact Center Analyst - Reporting	$ 59.93	1.00

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract modification by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____ _____
David Holtmann, Director of Finance Date
or
Acting Director of Finance

APPROVED AS TO FORM

_____
City Attorney or Date
Assistant City Attorney

CONTRACTOR

By: _____ _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

CITY OF SPRINGFIELD, MISSOURI
Division of Purchases

By: _____ _____
Ben Calia, CPPB, City Purchasing Agent Date
Or Acting Purchasing Agent

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
039

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	414110			$ 152,502	SPS Contact Tracing Contract
Net Revenue Adjustment						$ 152,502	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	504580			$ 152,502	SPS Contact Tracing Contract
Net Expenditure Adjustment						$ 152,502	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the reimbursement of expanded contact tracing services for Springfield Public Schools.

Requested By:

W.C. Caldwell 11/24/20
Department Head Date

Approved By:

11/24/20
Director of Finance or Acting Director Date

City Manager Date

Authorization:

Council Bill No. 2020-277
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One rdg. X
P. Hrngs. ____
Pgs. 32
Filed: 10-24-20

Sponsored by: Lear

First Reading: ____ Second Reading: ____

COUNCIL BILL 2020-278 SPECIAL ORDINANCE ____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant for expanded Epidemiology and Laboratory Capacity through the Missouri Department of Health and Senior Services in the amount of $71,150 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2020-2021 budget of the Springfield-Greene County Health Department in the amount of $71,150 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, the City has the opportunity, through the Springfield-Greene County Health Department ("SGCHD"), to accept grant funding from the Missouri Department of Health and Senior Services ("DHSS") in Coronavirus Aid, Relief, and Economic Security ("CARES") Act funds to expand SGCHD's Epidemiology and Laboratory Capacity to support local coronavirus response efforts, including COVID-19 case investigations, contact tracing, case reporting activities, and laboratory testing; and

WHEREAS, the acceptance of these grants will help to relieve some of the financial burden placed on the City as a result of the coronavirus pandemic.

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

Section 1 – City Council hereby authorizes the City Manager, or his designee, to accept grant funds in the amount of $71,150 for use by the Springfield-Greene County Health Department for local coronavirus response efforts as set forth in "Exhibit A," which is attached hereto and incorporated herein by this reference, and to do all things necessary to carry out the intent of the grant, including execution of the program services contract.

Section 2 – City Council hereby amends the budget of the Springfield-Greene County Health Department for Fiscal Year 2020-2021 in the accounts and in the amounts as shown on Budget Adjustment No. 037, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit B."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager and further finds that the budget adjustment herein is necessary to meet the need for relevant public expenditure.

Section 4 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under these grants by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent and to do all things necessary to carry out the intent of the grant.

Section 5 – City Council hereby finds and declares this Ordinance relates to grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 278

FILED 11-24-20

ORIGINATING DEPARTMENT: Health

PURPOSE: Authorizing the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant for expanded Epidemiology and Laboratory Capacity through the Missouri Department of Health and Senior Services in the amount of $71,150 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2020-2021 budget in the amount of $71,150 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The funding from Missouri Department of Health and Senior Services ("DHSS") will be used to fund Springfield-Greene County Health Department ("SGCHD") efforts with COVID-19 case investigations, contact tracing, case reporting activities, and laboratory testing.

This budget adjustment accepts the increase in funds and budgets the amount of $71,150 in expenditures in the SGCHD Fiscal Year 2020-2021.

As this ordinance is for a contract for a state grant, it is requested to be passed as a one-reading bill under City Charter Section 2.16(25).

Submitted by:

Brad Stulce, Public Health Resource Manager

Recommended by:

Clay Goddard,
Director of Public Health & Welfare

Approved by:

Jason Gage,
City Manager

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

Exhibit A

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**
49213	EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES

Contract Start:	**Contract End:**	**Questions/Please Contact:**
8/1/2020	3/31/2022	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:** 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
227 EAST CHESTNUT EXPRESSWAY		
CITY, STATE, and ZIP CODE		
SPRINGFIELD	MO	65802
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0268	DUNS NUMBER 006852255
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Epidemiology and Laboratory Capacity (ELC) Cares

1. GENERAL

1.1 The contract amount shall not exceed $71,150 for the period of August 1, 2020 through March 31, 2022.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.3.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp.

1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.3.3 Taxes (e.g., city/county/state/federal)

1.3.4 State and local certifications (e.g., professions/occupations/activities)

1.3.5 Licenses and permits (e.g., city/county license, sales permits)

1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services
Program Contact: Jennifer Harrison
Address: 920 Wildwood, Jefferson City, MO 65109
Phone: 573-522-2881
Email: Jennifer.Harrison@health.mo.gov

2. PURPOSE

2.1 To provide funding to assist with local efforts surrounding case investigation, contact tracing response and coordination and reporting activities related to COVID-19.

3. DELIVERABLES AND OUTCOMES

3.1 Contractor shall use funds to employ staff(s) to assist in case investigation and contact tracing response and coordination, and to provide health education and information that promotes the reduction of community spread in the contractor's jurisdiction.

4. REPORTS

4.1 The Contractor shall submit reports of activities to the Department by the fifteenth day of January 2021, July 2021, December 2021, and with the final invoice. The reports shall state all activities that have occurred related to the contract. Failure to submit reports or perform deliverables specified may cause a delay/hold in reimbursement requests.

4.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

5. BUDGET AND ALLOWABLE COSTS

5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Budget Page (Exhibit 1), which is attached hereto and incorporated by reference as if fully set forth herein.

5.1.1 The Contractor shall submit the Budget Page (Exhibit 1) with the first invoice.

5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

5.3 Indirect costs

5.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

5.3.2 The Contractor shall use the indirect rate as stated on the Budget Page (Exhibit 1) to calculate indirect costs. The Contractor shall not bill the Department for indirect costs that exceed this percentage of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

5.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

5.5. The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

5.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

5.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

5.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

5.7 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

6.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

6.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

6.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

6.5 The Contractor shall submit invoices to:

Via email to:

CLPHScontracts@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:

573-751-5350

6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

6.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to

the United States government, the Department may withhold payment or reject invoices under this contract.

6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

6.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://beta.sam.gov/.

6.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the

Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall comply with provisions of Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after

enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 2 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

15.1.2 A change in federal or state law relevant to this contract occurs; or

15.1.3 A material change of the parties to the contract occurs; or

15.1.4 By request of the Contractor.

15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

CERTIFICATIONS AND SPECIAL PROVISIONS

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

SUBRECIPIENT SPECIAL CONDITIONS

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

SUBRECIPIENT SPECIAL CONDITIONS

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual ☐ Final	

8. Transactions Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements (if required by the contract):	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (07-17)

BUDGET PAGE

Exhibit 1

Epidemiology and Laboratory Capacity (ELC) Cares				
Local Public Health Agency:				
Completed By:		Date:		
Contact Email:		Phone #:		
Section A				
Total Allowed Contract Amount				
Operational Expenses				0.00
Personnel Services				
Fringe Benefits				
Travel				
Supplies				
Other				
Total Direct Costs				**0.00**
Indirect (Administrative Cost) **10%**				**0.00**
Contract Total				**0.00**
Surplus/Deficit				0.00

Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A

Indirect Computation

Operational Expenses 0.00

Section C

Budget Narrative/Justification

Personnel Services

Fringe Benefits

Travel

Supplies

Other

EXHIBIT 2
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Epidemiology and Laboratory Capacity (ELC) Cares (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

EXHIBIT 2, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 2, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

EXHIBIT 2, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	49213	**State:** 0% $0.00	**Federal:** 100% $71,150.00
Contract Title:	EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES		
Contract Start:	8/1/2020 **Contract End:** 3/31/2022 **Amend#:** 00		**Contract #:**
Vendor Name:	SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT		

CFDA: 93.323	**Research and Development:** N
CFDA Name:	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	6NU50CK000546-01
Federal Award Name:	CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)-ENHANCE DETECTION COVID-19 SUPPLEMENTAL
Federal Award Year:	2020 **DHSS #:** CK000546-01B **Federal Obligation:** $71,150.00

*** The Department will provide this information when it becomes available.**

Project Description:

Epidemiology and Laboratory Capacity (ELC) Cares Contract: Contractor shall use funds to employ staff(s) to assist in case investigation and contact tracing response and coordination, and to provide public health education and information that promotes the reduction of community spread in the contractor's jurisdiction.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
037

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	416010			$ 71,150	Epidemiology & Laboratory Capacity Cares Contract (ELC)
Net Revenue Adjustment						$ 71,150	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	500110			$ 71,150	Epidemiology & Laboratory Services
Net Expenditure Adjustment						$ 71,150	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating Coronavirus Aid, Relief, and Economic Security Act grant funds from the Missouri Department of Health and Senior Services for expanded Epidemiology and Laboratory capacity.

Requested By:

W.C. Gaddard 11/24/20
Department Head Date

Approved By:

11/24/20
Director of Finance or Acting Director Date

City Manager Date

Authorization:

Council Bill No. 2020-278
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One rdg. X
P. Hrngs. ____
Pgs. 41
Filed: 11-24-20

Sponsored by: Ollis

First Reading: ____ Second Reading: ____

COUNCIL BILL 2020 -279 SPECIAL ORDINANCE ____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept an Increasing Adult Influenza Vaccination Rates grant from the Missouri Department of Health and Senior Services in the amount of $20,000 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2020-2021 budget of the Springfield-Greene County Health Department in the amount of $20,000 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, the City has the opportunity, through the Springfield-Greene County Health Department ("SGCHD"), to accept grant funding from the Missouri Department of Health and Senior Services ("DHSS") to expand SGCHD's efforts to immunize those in the community who are at high risk of influenza; and

WHEREAS, the acceptance of these grant funds will reimburse SGCHD's administrative expenses associated with immunizing through mass vaccination clinics and time spent conducting outreach.

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

Section 1 – City Council hereby authorizes the City Manager, or his designee, to accept grant funds in the amount of $20,000 for use by the Springfield-Greene County Health Department as set forth in "Exhibit A," which is attached hereto and incorporated herein by this reference, and to do all things necessary to carry out the intent of the grant, including execution of the program services contract.

Section 2 – City Council hereby amends the budget for Fiscal Year 2020-2021 in the accounts and in the amounts as shown on Budget Adjustment No. 038, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit B."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager and further finds that the budget adjustment herein is necessary to meet the need for relevant public expenditure.

Section 4 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under these grants by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent and to do all things necessary to carry out the intent of the grants.

Section 5 – City Council hereby finds and declares this Ordinance relates to grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-279

FILED 11-24-20

ORIGINATING DEPARTMENT: Health

PURPOSE: Authorizing the City Manager, or his designee, to accept an Increasing Adult Influenza Vaccination Rates grant from the Missouri Department of Health and Senior Services in the amount of $20,000 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2020-2021 budget in the amount of $20,000 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The funding from Missouri Department of Health and Senior Services ("DHSS") will be used by the Springfield-Greene County Health Department ("SGCHD") to expand efforts to immunize community members at high risk of influenza through collaborative efforts with community partners and SGCHD.

This budget adjustment accepts the increase in funds and budgets the amount of $20,000 in expenditures in the SGCHD Fiscal Year 2020-2021.

As this ordinance is for a contract for a state grant, we request that it be passed as a one-reading bill under City Charter Section 2.16(25)

Submitted by:

Brad Stulce, Public Health Resource Manager

Recommended by:

Clay Goddard,
Director of Public Health & Welfare

Approved by:

Jason Gage,
City Manager

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

Exhibit A

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**
49292	INCREASING ADULT INFLUENZA VACCINATION RATES

Contract Start:	**Contract End:**	**Questions/Please Contact:**
9/1/2020	2/28/2021	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
227 EAST CHESTNUT EXPRESSWAY		
CITY, STATE, and ZIP CODE		
SPRINGFIELD	MO	65802
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
*****0268	006852255
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Increasing Adult Influenza Vaccination Rates

1. GENERAL

1.1 The contract amount shall not exceed **$20,000** for the period of September 1, 2020 through February 28, 2021.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.3.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.3.3 Taxes (e.g., city/county/state/federal)

1.3.4 State and local certifications (e.g., professions/occupations/activities)

1.3.5 Licenses and permits (e.g., city/county license, sales permits)

1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Bureau of Immunizations
Valarie Seyfert
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102-0570
573-751-6124
Valarie.Seyfert@health.mo.gov

Increasing Adult Influenza Vaccination Rates

2. PURPOSE

2.1 The Immunizations and Vaccines for Children Cooperative Agreement funding is designed to support efforts to plan, develop and maintain a public health workforce that helps assure high immunization coverage levels, low incidence of vaccine-preventable diseases, and maintain or improve the ability to respond to public health threats.

2.2 The purpose of the Increasing Adult Influenza Vaccination Rates Project is to provide reimbursement of administrative fees associated with immunizing through mass vaccination clinics and time spent conducting outreach provided by the **Springfield/Greene County Health Department** (hereinafter the Contractor).

3.0 Definitions

3.1 Target population –

3.1.1 Adults at higher risk from COVID-19

3.1.2 Staff and Residents of long-term care facilities, assisted living centers, nursing homes, adult daycares

3.1.3 Adults with underlying illnesses

3.1.4 African American Adults

3.1.5 Adults who are part of critical infrastructure (grocery workers, certain manufacturing and food worker plants, etc.)

3.2 Partner organizations -

3.2.1 Community Health Centers

3.2.2 Federally Qualified Health Centers

3.2.3 Pharmacies

3.2.4 Long-Term Care Facilities, Assisted Living Centers, Nursing Homes

3.2.5 Adult Daycares

3.2.6 Senior Centers

3.2.7 First Responder Organizations

3.2.8 Non-Traditional Providers

3.2.9 School Districts

4. DELIVERABLES AND OUTCOMES

4.1 The Contractor shall hold off-site vaccination clinics to administer influenza vaccine to individuals in the target population at a place which differs from their local health department offices, which could include:

4.1.1 Curbside Vaccination Clinics

4.1.2 Drive-thru Vaccination Clinics

4.1.3 College Campus Vaccination Clinics

4.1.4 Onsite at partner organizations

4.2 If the Contractor does not administer vaccine services, then the Contractor must partner with a community organization that does administer vaccine services to the target population.

4.3 The Contractor shall conduct outreach activities to schedule clinics.

4.4 The number of hours for scheduling clinics shall not exceed twenty percent (20%) of one month's total hours invoiced.

4.5 The Contractor shall submit a plan of how the funds will be utilized upon return of the signed contract by submitting the Funding Plan, Exhibit 1, which is attached hereto and is incorporated by reference as if fully set forth herein.

5. REPORTS

5.1 The Contractor shall use ShowMeVax, a DHSS approved electronic health record interface, or paper forms to be emailed, to report doses administered within 7 days.

Detailed instructions for reporting will be provided to the contractor within 7 days of the execution of this contract.

5.2 The Contractor shall submit with the invoice a summary of outreach activities accompanied by the time spent.

5.3 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

5.4 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's ShowMeVax system. The Contractor shall perform verification and updates with the ShowMeVax Program Security Officer at Division of Community & Public Health, Bureau of Immunizations.

6. BUDGET AND ALLOWABLE COSTS

6.1 The Department will pay the Contractor a firm, fixed price of $29.21 per hour for each registered nurse or $19.76 per hour for each licensed practical nurse or $15.08 per hour for each medical assistant or $27.14 for communicable disease specialists or $34.76 for senior-level management staff upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

6.1.1 Within 30 days after the end of the contract period, the Contractor shall certify in writing to the Department that the Contractor completed the project or activity or that the Contractor expended the required level of effort. The certification must contain the signature of the Contractor's authorized representative and may be in the form of a letter or a statement on the final invoice.

6.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

6.3 The Contractor shall forgo seeking financial reimbursements of any kind from another source such as third party payers and/or individuals receiving influenza vaccine through this effort.

6.4 No travel expenses will be reimbursed.

7. INVOICING AND PAYMENT

7.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

7.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

7.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

7.5 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Bureau of Immunizations
Tanya McMillan
P.O. Box 570
Jefferson City, MO 65102-0570

7.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

7.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

7.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

7.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

7.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

7.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://beta.sam.gov/.

7.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

8. AMENDMENTS

8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall comply with provisions of Attachment D, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the

Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal

Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 2 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

15.1.2 A change in federal or state law relevant to this contract occurs; or

15.1.3 A material change of the parties to the contract occurs; or

15.1.4 By request of the Contractor.

15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for

services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

16. SUBCONTRACTING

16.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

16.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

16.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

16.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

16.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state,

federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

16.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

SUBRECIPIENT SPECIAL CONDITIONS

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

SUBRECIPIENT SPECIAL CONDITIONS

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	

5. DUNS Number	6. EIN	7. Report Type
		☐ Annual ☐ Final

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements (if required by the contract):	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address

11d. Signature of Authorized Certifying Official of the Contractor	11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (07-17)

I. BUSINESS ASSOCIATE PROVISIONS:

a. Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

i. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

ii. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

iii. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

iv. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

b. Permitted Uses and Disclosures of Protected Health Information by the Contractor:

i. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

ii. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

iii. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

iv. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

v. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

vi. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

vii. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

viii. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

c. Obligations and Activities of the Contractor:

i. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

ii. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

II. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

III. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

IV. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

V. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

VI. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

i. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

ii. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

iii. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health

and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

iv. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

v. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

vi. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

vii. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

viii. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

ix. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

x. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

xi. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

xii. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

xiii. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

xiv. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

b. Obligations of the State Agency:

i. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

ii. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

iii. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

iv. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

c. Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

i. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

d. Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Funding Plan

EXHIBIT 2
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ❒ I am a self-employed individual with no employees; **OR**
- ❒ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Influenza Vaccination Clinics and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The Contactor should check each to verify completion/submission of all of the following:

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 2, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

Signature of Notary	*Date*

EXHIBIT 2, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 49292 **State:** 0% $0.00 **Federal:** 100% $20,000.00

Contract Title: INCREASING ADULT INFLUENZA VACCINATION RATES

Contract Start: 9/1/2020 **Contract End:** 2/28/2021 **Amend#:** 00 **Contract #:**

Vendor Name: SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT

CFDA: 93.268 **Research and Development:** N

CFDA Name: IMMUNIZATION COOPERATIVE AGREEMENTS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 6NH23IP922606-01

Federal Award Name: CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN

Federal Award Year: 2020 **DHSS #:** IP922606-02I **Federal Obligation:** $20,000.00

*** The Department will provide this information when it becomes available.**

Project Description:

to support efforts to plan, develop and maintain a public health workforce that helps assure high immunization coverage levels, low incidence of vaccine-preventable diseases, and maintain or improve the ability to respond to public health threats.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
038

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	416010			$ 20,000	Grant - Increasing Adult Influenza Vaccination Rates
Net Revenue Adjustment						$ 20,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	50010	500110			$ 20,000	Grant - Increasing Adult Influenza Vaccination Rates
Net Expenditure Adjustment						$ 20,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating grant funds from the Missouri Department of Health and Senior Services to increase adult influenza vaccination rates.

Requested By:

W.C. Gaddard 11/24/20
Department Head Date

Approved By:

11/24/20
Director of Finance or Acting Director Date

City Manager Date

Authorization:

Council Bill No. 2020-279
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. X
Pgs. 113
Filed: 11-24-20

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 -281 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Bolivar Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and Staff recommend approval.)

_____

WHEREAS, the City of Springfield, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300-99.660, RSMo (the "Act"), has established the Land Clearance for Redevelopment Authority of the City of Springfield, Missouri (the "Authority"); and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report, attached as "Exhibit 1," and Redevelopment Plan, attached as "Exhibit 2," have been prepared and submitted to the Authority and the Planning and Zoning Commission for their consideration; and

WHEREAS, the Redevelopment Area for purposes of this Ordinance is described in "Exhibit 1"; and

WHEREAS, after duly considering the Blight Report and Redevelopment Plan, at its November 17, 2020, meeting the Authority approved a recommendation of the Blight Report by a vote of 4 to 0, and approved the Redevelopment Plan by a vote of 3 to 0, with one abstention; and

WHEREAS, the Redevelopment Plan was presented to the Planning and Zoning Commission on November 19, 2020, which voted to recommend approval of the Redevelopment Plan 9 to 0; and

WHEREAS, City Council held a public hearing on November 30, 2020, for which notice was properly given in accordance with the law, and all interested parties were given the opportunity to be heard.

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

Section 1 – It is hereby found, determined, and declared that the Bolivar Apartments Public Housing Redevelopment Area (the "Area"), which is more particularly described in the Blight Report, attached hereto as "Exhibit 1" and incorporated herein by this reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the Area is therefore blighted. It is further found that this is an area that is appropriate for the undertaking of a redevelopment project in conformance with the Redevelopment Plan described in "Exhibit 2."

Section 2 – The Redevelopment Plan described in "Exhibit 2," which is attached hereto and incorporated herein by this reference, is hereby found to be a feasible and reasonable plan for the redevelopment of the Area and is in conformity with the general plan for development of the City and is an appropriate plan for the clearance, reconstruction, rehabilitation and renewal of the entire Area, and for future land uses. The Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo, and is hereby adopted by City Council.

Section 3 – The City Manager or designee is authorized to enter into an agreement in substantial conformance to "Exhibit 3," which is attached hereto and incorporated herein by this reference, and to take such further action as may be required of the City to comply with the Workable Program.

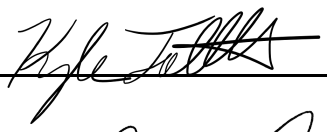
Section 4 – This Ordinance shall be in full force and effect from and after passage.

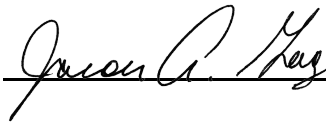
Passed at meeting: _____

_____
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- 281

FILED: 11-24-20

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To approve a redevelopment plan submitted by Keystone Family Homes, LP, for the Bolivar Apartments Public Housing Redevelopment Area, which consists of approximately 7.26 acres generally located approximately 200 feet south of West Kearney Street, between North Bolivar Road and North Fort Avenue; declare the Area to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission and staff recommend approval.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority ("LCRA") may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted.

Keystone Family Homes, LP, has submitted a blight report and redevelopment plan for the proposed Bolivar Apartments Public Housing Redevelopment Area. The Area consists of a single parcel located approximately 200 feet south of West Kearney Street between North Bolivar Road and North Fort Avenue (2336 North Bolivar Avenue) that is 7.26 acres in size and contains an 81-unit public housing development that was constructed in 1971 to provide decent and safe rental housing for eligible low-income.

This Ordinance will approve three things – a finding of blight, approval of a redevelopment plan and authorization of an agreement between the City and the developer regarding the redevelopment and provision of property tax abatement.

Blight Study

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, 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.*

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes.

The Report states that the presence of these conditions hinders the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare. Staff reviewed the Blight Report and concluded that it does sufficiently demonstrate that the Redevelopment Area qualifies as a blighted area, exhibiting a predominance of blighting conditions in its present condition and use.

Under insanitary and unsafe conditions, the Report notes environmental conditions present in all buildings within the Redevelopment Area (asbestos in ceiling texture, floor tile mastic, and sheetrock joint compound in and the presence of lead-based paints beyond the allowable limits). The photos provided in the blight report show older structures with significant wear and tear, and poor attempts to repair the damage. The Blight Report also notes that according to the 2019 Springfield Police Department "Calls for Service" records, the total calls for service from the Bolivar Apartments were 19% higher than calls for all residential units of the City of Springfield.

In conclusion, the Blight Report does provide adequate evidence of a predominance of blighting factors resulting in the negative outcomes required to meet the statutory blight definition.

Redevelopment Plan

The Redevelopment Plan proposes to completely rehabilitate the apartment buildings both inside and out, as well as make various site renovations. Improvements include, among others, replacement of doors, windows, and siding; upgrades to electrical, plumbing, and mechanical systems; lead-based paint and asbestos remediation; modifications for ADA-accessibility; and parking lot upgrades. The proposed rehabilitation will include demolition of a single-family residential structure at the southeast corner of the site as well as an existing four-unit multi-family residential structure located on the west side of the site that will be replaced with a newly constructed community building for tenant use. The site will contain 76 dwelling units following completion.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole.

1. The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive Plan* designates the land within and surrounding the Redevelopment Area for Medium- or High-Density Residential Housing. This land use designation includes all types of multi-family residential housing with densities greater than six dwelling units per acre. The Plan recommends this

type of land use be located where there is good traffic access, preferably along arterials and collectors. It also recommends that it be located between low-density housing and non-residential land uses, as well as near high-amenity areas.

The Redevelopment Plan satisfies these recommendations by proposing to rehabilitate an existing multi-family residential development that is located less than one block south of West Kearney Street (major arterial) and roughly two blocks east of North Kansas Expressway. The Area is served by sidewalks, and it is within a short walking distance of several bus stops along multiple routes. It is also located in close proximity to existing commercial and retail land uses located along West Kearney Street and North Kansas Expressway. Furthermore, the existing multi-family residential development serves as a buffer between non-residential land uses to the north and west, and low-density housing to the south and east.

2. Many of the planning principles, objectives, and recommendations discussed in the *Neighborhoods Element* of the *Springfield-Greene County Comprehensive Plan* are focused on promoting continuous reinvestment and preservation of housing within established neighborhoods, eliminating blight, and encouraging a variety of housing types including single-family detached, townhouses, and apartments. The *Neighborhoods Element* also recommends the City continue to utilize programs and funding sources to help meet the housing needs of low-and moderate-income families and individuals. Such programs are helpful in maintaining the housing stock and provide a "safety net" for individuals in need in the neighborhoods.

The Redevelopment Plan conforms with these recommendations by proposing to rehabilitate an existing low-income public housing development located within an established neighborhood.

Economic Development Incentives Policy

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*. Those policies are provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the *City of Springfield Comprehensive Plan*.

2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS: The LCRA reviewed the Redevelopment Plan on November 17, 2020 and recommended the Redevelopment Plan be approved by a vote of 3 to 0 with 1

abstention. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on November 19, 2020 and recommended approval by a vote of 9 to 0. Staff recommends approval.

Submitted by:

Sarah Kerner, Economic Development Director

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit 1

DATA AND ANALYSIS OF CONDITIONS
REPRESENTING A "BLIGHTED AREA"

FOR THE

BOLIVAR APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

OCTOBER 13, 2020 (UPDATED)





DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

BOLIVAR APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

October 13, 2020

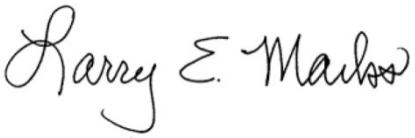
To Whom It May Concern:

Reference is made to the accompanying "Data and Analysis of Conditions Representing a 'Blighted Area' for the Bolivar Apartments Public Housing Redevelopment Area" in Springfield, Missouri prepared by the undersigned.

Please be advised that, based upon the results of the above referenced study, the undersigned has determined that the area described in the study (the "Redevelopment Area") is a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statutes, as amended.

The Redevelopment Area suffers from a multitude of physical, social, and economic deficiencies including insanitary or unsafe conditions, deterioration of improvements, factors which endanger life or property by fire and other causes, and these conditions are conducive to retardation of the provision of housing accommodations, economic liability, social liability, and are a menace to the public health, safety, morals or welfare.

DEVELOPMENT STRATEGIES, INC.
Real Estate, Community and Economic Development Consultants



Larry Marks, AIA, AICP
Principal

TABLE OF CONTENTS

1.0 INTRODUCTION 1

- STUDY AREA 1
- EXISTING DEVELOPMENT 2
- EXISTING ZONING 2
- NEIGHBORING DEVELOPMENT 2
- DATA GATHERING METHODOLOGY 2

2.0 SUMMARY AND CONCLUSIONS 3

- SUMMARY 3
- FINDING OF BLIGHT 5

3.0 BLIGHTING FACTORS 6

- INSANITARY OR UNSAFE CONDITIONS 6
- DETERIORATION OF IMPROVEMENTS 7
- FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES 8
- RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS 8
- ECONOMIC LIABILITY 9
- SOCIAL LIABILITY 9
- MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE 10

EXHIBITS

- AERIAL PHOTOGRAPH 1
- FLOOD RISK 6

APPENDIX

- PHOTOGRAPHS OF BLIGHTING CONDITIONS ..... A
- LEGAL DESCRIPTION ..... B

1.0 INTRODUCTION

STUDY AREA

Development Strategies was tasked with a study of the Bolivar Apartments Public Housing Redevelopment Area (the "Redevelopment Area" or "Area"), which is a single parcel (Parcel Number 1311204009) containing approximately 7.26 acres in Springfield, Missouri (the "City"). The Redevelopment Area is located at 2336 North Bolivar Road and 2301 North Fort Avenue in the northwest quadrant of the City of Springfield (see ***Aerial Photograph*** of Redevelopment Area). The Redevelopment Area in bounded to the north by the rear property line of commercial development along the south side of W. Kearney Street, N. Fort Avenue to the east, the northern property line UniFirst Services to the south, and N. Bolivar Road to the west.



BOLIVAR ROAD APARTMENTS
SPRINGFIELD BLIGHT STUDY
2336 N Bolivar Rd
Springfield, Greene County, Missouri 65803

DEVELOPMENTSTRATEGIES®
October 2020

EXISTING DEVELOPMENT

The Redevelopment Area contains approximately 7.26 acres of land. The Area currently contains a total of 81 residential Units (18 one-bedroom units, 33 two-bedroom units, 20 three-bedroom units, 8 four-bedroom units, and 2 five-bedroom units) containing a total of nearly 70,000 rentable square feet. In addition, there is a one-story former community center that is now being used as a learning center for Ozark Community College and a security office.

EXISTING ZONING

The Redevelopment Area is zoned R-LD (Low-Density Multifamily Residential District). The existing residential develop is a legal conforming use.

.

NEIGHBORING DEVELOPMENT

The Redevelopment Area is surrounded by a variety of uses. To the immediate north are commercial businesses along either side of W. Kearney Street. The neighboring areas to the east, south, and west are predominantly developed with residential uses. An exception to this pattern is the UniFirst Uniform Services property and building, which is located immediately south of the Bolivar property along the east side of North Bolivar Road.

DATA GATHERING METHODOLOGY

This study of the Redevelopment Area has been conducted and complies with the specific requirements of Section 99.320(3), as amended.

In addition to Development Strategies independent research, information was provided by the proposed developer BGC Advantage, as well as the following sources:

- Appraisals of all Keystone Homes properties prepared by the Gill Group
- Oke-Thomas +Associates architects
- The Snyder Construction Group
- Phase II site environmental studies by Spectrum Environmental, Inc.
- Asbestos inspections provided by Security Storage Service, Inc.
- Lead-based paint inspections by Environmental Works, Inc.
- Crime reports provided by the Springfield Police Department

A site visit was also conducted during October, 2020. Photographs from this visit are contained in Appendix A.

2.0 SUMMARY AND CONCLUSIONS

SUMMARY

This document undertakes, first, to identify those particular factors that might constitute and contribute to an overall, area-wide blighted condition and then, second, to make an objective determination whether or not those factors in aggregate justify a finding that the Redevelopment Area is blighted pursuant to Section 99.320(3), RSMo, which defines a blighted area as one that:

> *… 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[.]*

Based on the research conducted by Development Strategies' staff, and information obtained from various records of the City of Springfield and the developer (BGC Advantage), the Redevelopment Area is "blighted" by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare. Key factors in reaching this determination of blight are summarized below and described in greater detail in the following sections of this report.

Insanitary or Unsafe Conditions

- Several residential units in the Bolivar Road Apartments and a portion of the Redevelopment Area are located beyond the 100-year floodplain, but still within a "moderate" risk designation.
- The structures in the Bolivar Apartments Public Housing Redevelopment Area were built in 1971. As a result they suffer from environmental problems that are typical of that construction period including contamination associated with asbestos and lead-based paint contamination
- The property lacks a fence that could added additional needed security.

Deterioration of Site Improvements

Thirty-five years of age is generally used as criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. As a result of age the apartments systems are at or near the end of their useful life and need replacement. Needed improvement include:

- Exterior apartment buildings deficiencies – Siding that needs to be removed and replaced for all units, roofing shingles that need to be removed and replaced, windows that need to be replaced, and lack of adequate lighting at the front and rear of all units.
- Interior apartment units deficiencies – Electrical wiring that is not up to current code requirements, deteriorated flooring that needs to be replaced (many with asbestos concerns), interior doors and hardware that needs to be replaced, walls that need to be repaired and painted, insulation added to attics to provide adequate energy efficiency and comfort, new appliances (washer, dryer, and water heater) in all units to replace old and inefficient appliances, new furnaces and condensing units for all units to replace old and inefficient units, and the provision of broadband infrastructure currently missing for all units.
- Restriping of existing parking areas with required designation for accessible parking spaces.

Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

- Lack of adequate fire detectors in units
- Lack of adequate CO2 detectors in units

Retardation of Provision of Housing Accommodations

- Need to retain essential affordable housing
- Need to provide ADA accessible residential units

Economic Liability

- Essential to provide comprehensive reinvestment to sustain viability of apartment complex and economic viability of neighborhood,
- Need to overcome inability to pay reasonable taxes

Social Liability

- Need to provide accessible units to meet increasing demand of individuals with disabilities
- Lack of essential broadband access
- Need to address level of crime associated with apartment complex
- Need to enhance tax generation to provide social services for City of Springfield, Greene County, and other taxing jurisdictions

Menace to the Public Health, Safety, Morals, or Welfare

- Need to address environmental contamination by removal of asbestos
- Need to address environmental contamination by removal of lead-based paint
- Need to provide code compliant fire and CO2 detectors in residential units

FINDING OF BLIGHT

As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

3.0 BLIGHTING FACTORS

As described below, the Redevelopment Area suffers from insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

INSANITARY OR UNSAFE CONDITIONS

Moderate Flood Risk – As indicated on the map below, the central portion of the Redevelopment Area and several residential units are within the moderate risk flood area. While this area is beyond the traditional 100-year area, it still is an area of concern that will need to be taken into consideration as improvements are made within the zone.



BOLIVAR ROAD APARTMENTS
SPRINGFIELD BLIGHT STUDY
2336 N Bolivar Rd
Springfield, Greene County, Missouri 65803

DEVELOPMENTSTRATEGIES®
October 2020

Asbestos Contamination – A May 2020 report by Security Storage Service, Inc., cited the presence of asbestos throughout the Bolivar Apartments. Specifically noted were:

- Ceiling texture in all buildings
- Black floor tile mastic in all buildings

- Floor tile in Building A (community center)
- All sheetrock joint compound in all buildings

It is important to note that the report states that "This is not an all-inclusive list as other suspect items may be discovered during renovation/demolition." Given the age of the buildings, this is a reasonable assumption.

Presence of Lead-Based Paint – A September 2020 report by Environmental Works, found the presence of lead-based paints beyond the allowable limits in an interior bathroom and on exterior walls and other surfaces. Lead-based paint has been proven to be a health problem, particularly for children.

Lack of Security Fence – There is currently no security fence surrounding the Bolivar Apartments complex, which is needed to provide adequate safety for the property and tenants.

DETERIORATION OF IMPROVEMENTS

Building Improvements -- Although the age of a building does not automatically constitute a blighted condition, older structures, unless well maintained and updated regularly, tend to have problems with their electrical and mechanical systems, and often suffer from deferred maintenance, functional obsolescence, and gradual overall deterioration. Such is the case in the Redevelopment Area. The current structures were built in 1971, making them significantly older than 35 years old, which is generally used as criteria for identifying older buildings that are likely to experience electrical and mechanical problems, and a tendency for gradual overall deterioration. While the Housing Authority has maintained the existing units, no significant comprehensive renovation has occurred during the last fifty years. As a result, a number of building items are at or near their useful life. Based on an analysis by Oke-Thomas + Associates architects, the following improvements need to be addressed.

Building Exteriors:

- All exterior siding needs to be removed and replaced
- Roof shingles need to be replaced
- All existing windows need to be replaced
- New wall mounted lighting needs to be added at the front and back of all units to provide safety and security.

Building Interiors:

- Electrical wiring in units does not meet current code standards and needs to be upgraded.
- Existing flooring in all units needs to be replaced (also an asbestos concern)
- All existing interior doors need to be replaced with new hardware added
- Existing insulation is inadequate and provide with R-43 insulation in all attics
- Interior walls need to repaired and painted
- For all units, existing washers and dryers are old and are not energy sufficient and need to be replaced with new energy efficient appliances
- For all units, existing water heaters are old and are not energy efficient and need to be replaced
- For all units, existing split system furnaces and condensing units are old and not energy efficient and need to be replaced
- Broadband infrastructure is missing and needs to be provided with for each dwelling unit consistent with the Federal Communication's requirements

Site Improvements – Existing parking needs to be restriped with accessible parking spaces designated and parking signage provided.

FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Lack of Adequate Fire Warning system – Based on an inspection by Oke-Thomas + Associates architects, the smoke detectors in each residential unit are not up to current codes. There is a lack of detectors associated with bedrooms and electrical wiring for detectors needs to be upgraded. The lack of adequate detectors with battery backup creates a situation where a fire can get out of control before someone can catch a fire in its early stage.

Lack of Adequate CO2 Detectors – CO2 can be difficult to detect and potentially deadly. Existing units need to be brought up to code for this type of detectors.

RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS

Provision of Essential Affordable Housing -- The residential units currently available in the Bolivar Apartments provide essential affordable housing that is badly needed and in short supply in the City of Springfield. However, without addressing the blighting factors discussed in this report the provision of this essential affordable housing is questioned.

Lack of ADA Accessible Units – Accessible units for disabled individuals are always in short supply, especially affordable units. As the population of Springfield ages and more individuals are dealing with medical issues and disabilities, the need for accessible units will be even more critical. There are currently no fully accessible units at the Bolivar Apartments. Base on the number of units at the apartments, four accessible units are required, with two units needed for tenants requiring visual and auditory enhancements.

ECONOMIC LIABILITY

Need for Substantial Reinvestment -- As a result of the blighting factors previously discussed, the Redevelopment Area constitutes an economic liability. The City of Springfield that must rely on continued revitalization and reinvestment in its existing buildings and neighborhoods. The Bolivar Apartments Public Housing Redevelopment Area are at a point in their life cycle where significant reinvestment is need for the apartments to provide sustained viability. Without this investment the economic viability of the surrounding neighborhood will be negatively impacted.

Inability to Pay Reasonable Taxes -- The Bolivar Apartments are currently owned by the Housing Authority of the City of Springfield. As a result, the property is tax exempt. There is currently a PILOT agreement with the City of Springfield, Greene County, Springfield R12 Schools, Springfield Workshop, OTC and the Collector of Revenue that generates a little over $9,000 which is significantly below what real estate taxes would be if the property were fully assessed (currently estimated at least more than $28,000 per an appraisal conducted by the Gill Group). Eliminating the blight in the Redevelopment Area would represent an investment that could allow new private ownership to pay reasonable taxes, if and when any agreed on incentives cease.

SOCIAL LIABILITY

The Redevelopment Area has also become a social liability, by virtue of the previously discussed blighting factors and the following considerations.

Lack of ADA Accessible Units -- The lack of ADA-compliant units and inadequate site improvements within the Bolivar redevelopment area is a social liability This is especially important given the number of growing elderly population as the Baby Boomers age. According to the U.S. Census Bureau, more than one in five individuals in the United States is considered to have some level of disability and one in eight individuals is considered to be severely disabled.

Lack of Broadband Access – None of the existing units currently have access to broadband infrastructure within their units. This lack of service is hampering the ability of tenants to access essential information and services necessary for daily life.

Crime – According to the 2019 Springfield Police Department "Calls for Service" records, the total calls for service from the Bolivar Apartments averaged 1.86 calls per residential unit, while the calls for all of the City of Springfield averaged 1.56 calls per unit.

It is important to note that the calls for criminal activity represented 59% of all calls for the Bolivar Apartments (1.10 per unit), while similar calls for the City of Springfield represent 27% (.42 per unit).

Lack of Adequate Tax Generation for Public Services – As a result of the non-profit taxing status of the Springfield Housing Authority, the taxes available to support badly needed public services (such as schools, libraries, health services, police and fire protection, etc.) for the City of Springfield, Greene County, and other taxing districts, are diminished compared to similar projects that are privately owned.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE

As a result of the previously discussed blighting factors, the Redevelopment Area has also become a menace to the public health, safety, morals, or welfare resulting from:

- The presence of a portion of the Redevelopment Area and several residential units within the moderate risk flood designation.
- The presence of asbestos associated with the apartment and former community building in the Redevelopment Area
- The presence of lead-based paint associated with the apartment and former community building in the Redevelopment Area
- The lack of current code compliant fire and CO2 detectors for residential units
- Higher than average crime statistics for the Bolivar Apartments Public Housing Redevelopment Area

APPENDIX A

PHOTOGRAPHS OF BLIGHTING CONDITIONS

View of mismatched and dated siding as well as damaged doorframe



View of mismatched and dated siding as well as damaged doorframe



View of dated building exterior



View of poor siding condition



View of damaged and poorly repaired brickwork



View of dated building exterior, damaged siding, damaged doorframe, and uneven sidewalk condition



View of worn parking lot conditions



View of dated building exterior and worn sidewalk and parking lot conditions



View of typical trash dumpster condition



View of poor landscaping and site drainage



View of damaged bridge crossing drainage channel



View of outdated and worn playground equipment and hazardous safety situation



APPENDIX B

LEGAL DESCRIPTION OF BOLIVAR APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

TRACT XI: (2336 N. Bolivar Rd)
ALL OF THE FINAL PLAT OF BOLIVAR ROAD FAMILY HOUSING PROJECT NO. 58-6, FILED IN PLAT BOOK Z AT PAGE 86 RECORDER'S OFFICE, GREENE COUNTY, MISSOURI,

Exhibit 2

REDEVELOPMENT PLAN

FOR WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

SPRINGFIELD, MISSOURI

October 15, 2020

Redevelopment Plan

I. Introduction:

BGC Advantage, LLC, ("BGC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Keystone Family Homes, LP. The sites below have been combined and will be financed together in order to make the project financially feasible. There will be 5 units demolished at the Bolivar Road site. The overall project being financed is 297 units. Total development costs, total units, and total funds are impacted by all of the Redevelopment Plans.

SITE NAME	ADDRESS	NO. OF UNITS
Glenwood Apartments	722 E Glenwood	33
Scattered Apartments	1633, 1635, 1639, 1641, 1643, 1645 North Delaware	32
	714, 716, 722, 724, 730, 732, 736, 738 West Edgewood	
	2628, 2630 S Grant Ave.	
	1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E High St	
	809, 811, 815, 817, 823, 825, 915, 917 West Sunset	
Circles Apartments	1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware	20
	405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct	
Dogwood Square Apartments	800 Block S. Campbell	24
	800 Block S. Patton	
	300 Block W. Madison	
Cedarbrook Apartments	811 N. Cedarbrook Ave	80
Villa Marie/Norton Road Apartments	1000 Block E Villa Marie / Norton Rd.	32
Bolivar Road Apartments	2336 N Bolivar Rd & house located at 2301 N Fort	81
	TOTAL UNITS 302	

Keystone Family Homes, LP, a Missouri limited liability company (the "***Developer***"), has prepared the following plan (the "***Redevelopment Plan***") for the redevelopment of about 2.3 acres in Springfield, Missouri. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area built in 1982 and replacing it with an attractive and well-constructed neighborhood development consisting of 18 residential units (the "***Project***"). The Development located at West Edgewood/ West Sunset/ South Grant Street, Springfield, Missouri, will include 9 buildings that serve as a part of an apartment complex and consists of 18 units, with the following breakdown: 9-two bedroom units and 9-three bedroom units. The project will serve very low income families with rents based on the residents paying no more than 30% of their adjusted income. The rents will be set by the US Department of Housing and Urban Development ("HUD"). These will be restricted and will have a contract for project based vouchers as follows:

Rents for Apartments located on West Edgewood/ West Sunset/ South Grant and a Part of Scattered Apartments		
9	2 BR – RAD	$656
9	3 BR – RAD	$820

The project will have the appearance of low rise multi family structures through thoughtful design that considers the character of the existing neighborhood. The property is made up of one-story homes. The Project will provide housing for 18 families. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $1.59 million of the total development cost for this project to redevelop the site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are 9 residential buildings in the Redevelopment Area. The development was built by HAS. Keystone Family Homes, LP, will acquire the property with HUD's approval. The project will be renovated if approved by HUD for a Redevelopment through the Rental Assistance Demonstration Program ("RAD").

A. RAD

RAD was created in order to give Public Housing Authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $26 billion nationwide backlog of deferred physical needs. RAD also gives public housing authorities the opportunity to enter into long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to **leverage public and private debt and equity in order to reinvest in the public housing stock**. This is critical given the backlog of public housing capital needs - estimated at over $35 billion. There is an estimated $18,281,762 total of physical needs at Keystone Family Homes of which includes apartments located on West Edgewood/ West Sunset/ South Grant and a part of Scattered Apartments. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. **This ensures that the units remain permanently affordable to low-income households**. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, **maintain the same basic rights** as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD **maintains the ongoing public stewardship** of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. HAS will continue to own the ground and lease it to the Partnership. The HAS's nonprofit, Breckenridge Development Services, Inc. is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, **relying on shifting existing levels of public housing funds to the Section 8 accounts** as properties convert.

B. PILOT and PRIVATE INVESTMENT

HAS has had a cooperation agreement that allowed for a Payment in Lieu of Taxes (PILOT); however, in order to leverage the private investment to the property, HAS must take several actions

to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day to day operation of the business. With this structure, HAS units remain earmarked for affordable housing, with layer funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the PILOT to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. The organizational structure is such that net cash flow generated will be available primarily to HAS. The project is now in need of the tax abatement assistance through the LCRA to keep the rents low and make the project financially feasible.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains estimated 2.3 acres and is situated on West Edgewood/ West Sunset/ South Grant Street, in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which analysis is based on four indicators: (a) the population statistics show that the lower income cohort is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's LMISD data and the number of foreclosed and vacant housing units, there is an increasing need for decent affordable housing. This is expected to grow at a moderate increase for the next 5 years of over 4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place

and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Brendan Griesemer, AICP, on February 10, 2020. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five Year Plan and Annual Plan and PHA Certifications of Compliance with the PHA Plans and related regulations.

ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2019-2020 Plan outlines the need for RAD and the investment need for rehabilitation at the apartments located on West Edgewood/ West Sunset/ South Grant as a part of West Sunset Street Public Housing Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will facilitate the investment of an estimated $12,608,775 of equity into the project with a total development costs of $43 million. The sources of funding include:

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. Type or clearly print the following information:)

Applicant Name:	The Housing Authority of Springfield	
Project Name:	Bolivar Road Apartments &	Glenwood Apartments
Location of the Project:	2336 N Bolivar Road	722 E Glenwood Street
	Springfield , MO	Springfield, MO
Name of the Federal Program to which the applicant is applying:	Low Income Housing Tax Credits	

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health – especially considering the fact that the apartments located on West Edgewood/ West Sunset/ South Grant as a part of Scattered Apartments Public Housing serve a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Redevelopment Area diminish the public morale and welfare with respect to the perception of this portion of the City.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all of the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable as a way to provide housing to the very low income.

Due to the condition of the units in the Redevelopment Area, substantial capital investment

will be necessary to rehabilitate the structures and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The units will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunity for the City. If the apartments located in West Sunset Street Public Housing Redevelopment Area are not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. In order to have safe, sanitary, livable units, blight must be removed and the area redeveloped as affordable housing serving the very low income. The Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and Section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a neighborhood consisting of 18 residential units. The bedroom mix and rents are:

Rents for Apartments located on West Edgewood/ West Sunset/ South Grant and a Part of Scattered Apartments		
9	2 BR – RAD	$656
9	3 BR – RAD	$820

Each building has a unit dedicated to a family dwelling. The appearance of the structures through thoughtful redesign and preservation is key. In total, the project will accommodate up to approximately 18 families. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. There will be front door and back door lights at every unit. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping, architectural/design elements and will incorporate updated design features such as a front porch columns.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of 9 dwelling buildings on about 2.3 acres. The development was built in 1982.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a rehabilitated neighborhood consisting of 18 residential units (9 – 2BR and 9 – 3BR). The land will remain the same.

All the living space will be on the ground floor. There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. The sidewalks and streets will be updated so units to the extent feasible will be visitable. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit “C” and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is zoned R-TH, Residential Townhouse District. The subject is a legal, conforming use. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

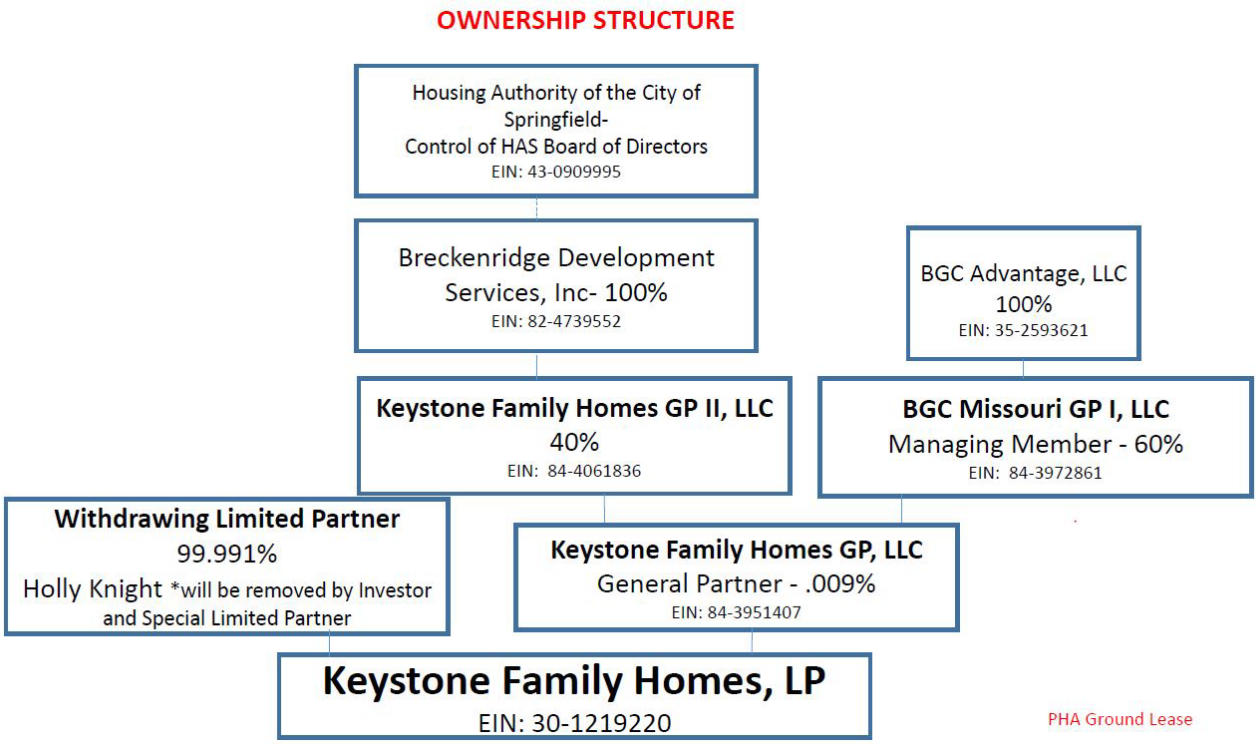
V. Execution of the Project:

A. Execution

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

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. See sources and uses below for the entire Keystone Family Homes project, as well as Exhibit "E" attached which includes the Development Budget and Sources of Funds for apartments located in the West Sunset Street Public Housing Redevelopment Area.

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

D. Disposition of Property

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

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Keystone project has accumulated approximately 80 vacant units across the sites. Families will be relocated within the public housing/Keystone sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's

approved relocation plan)

F. Redevelopment Schedule and Estimated Dates of Completion

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

- Pre-Construction (Inspections/Permits): Completed by December 2020
- Rehabilitation of units: Completed by November 2022
- Re-occupancy of site and new lease up completed by December 2022

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the "Code") the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and

attractive neighborhood providing housing for 18 families that are at or below 60% Area Median income that eliminates existing blight would not be feasible. Exhibit "F" contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project using the Net Operating Income Approach. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, while the tax revenue over the next 10 years would be reduced by approximately $40,552 the affected taxing jurisdictions would see a net positive impact of $4,448 in the cumulative receipt of property tax revenue over the next 10 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also in compliance with HUD, MHDC, and the HAS Public Housing Annual and 5 Year Plan. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Prior to application for Certificate of Qualification for Tax Abatement (the "Certificate") issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall at a minimum address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 18 housing units on about a 2.3-acre site. In total, the Project will provide housing for 18 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns.

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Exhibit A

MAP OF REDEVELOPMENT AREA – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA



Exhibit B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description:

TRACT III: (714, 716, 722, 724, 730, 732, 736, 738 W. Edgewood)
ALL OF LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), MARDENA HILLS SOUTH SECOND ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
AND
ALL OF LOT TWENTY-NINE (29) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
TRACT IV: (2628 & 2630 S. Grant Ave)
ALL OF LOT THIRTY (30) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
TRACT V: (809, 811, 815, 817, 823, 825, 915, 917 W. Sunset)
ALL OF LOTS TWENTY (20), TWENTY-FIVE (25), TWENTY-SIX (26), AND TWENTY-SEVEN (27), MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
TRACT VI: (1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E. High St.)
ALL OF LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), FINAL PLAT FREMONT-HIGH ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

714, 716, 722, 724, 730, 732, 736, 738 West Edgewood, Springfield, MO 65807
2628, 2630 S Grant Ave. Springfield, MO 65807
1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E High St., Springfield, MO 65803
809, 811, 815, 817, 823, 825, 915, 917 West Sunset, Springfield, MO 65807

Exhibit C

SITE PLAN – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

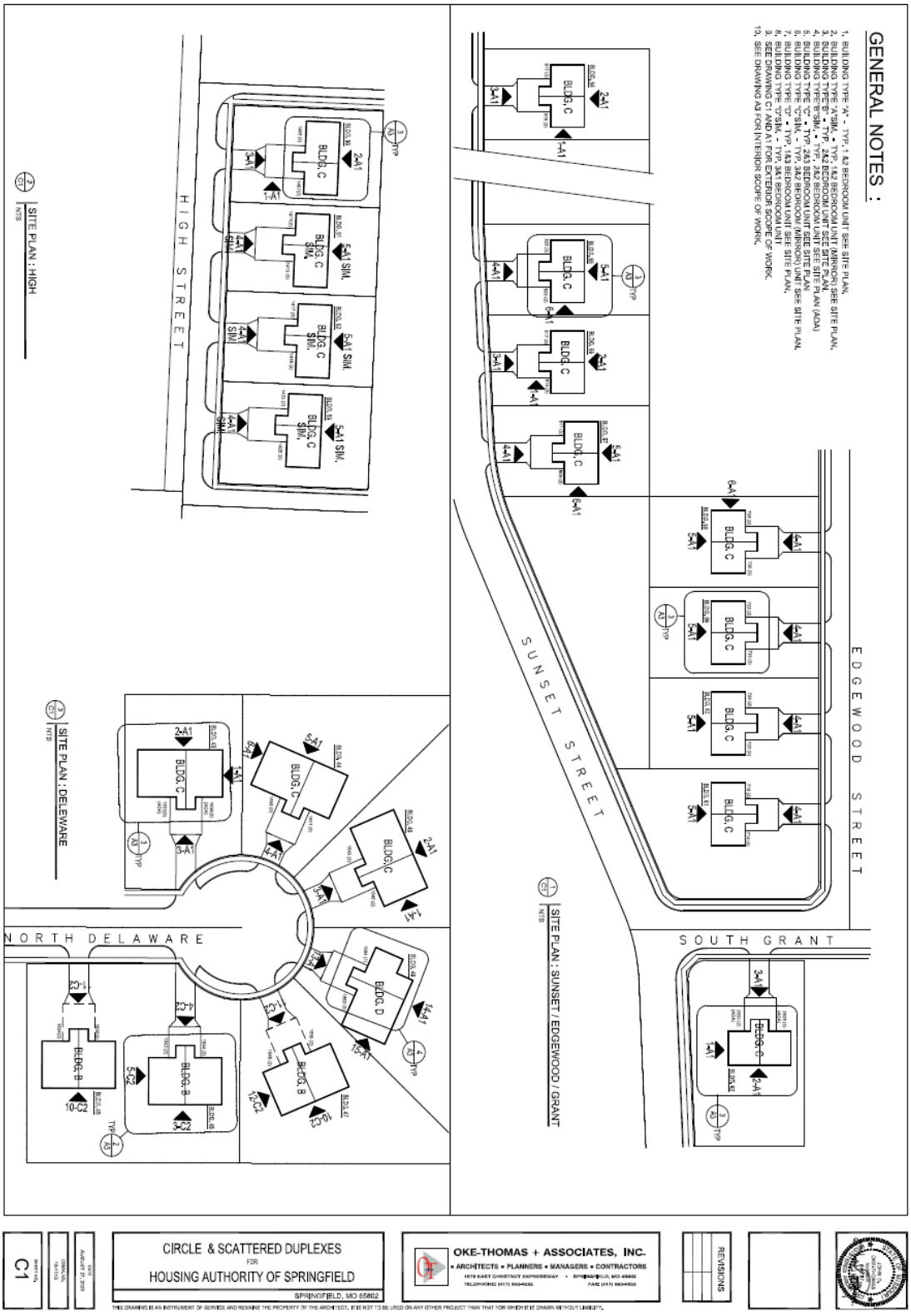
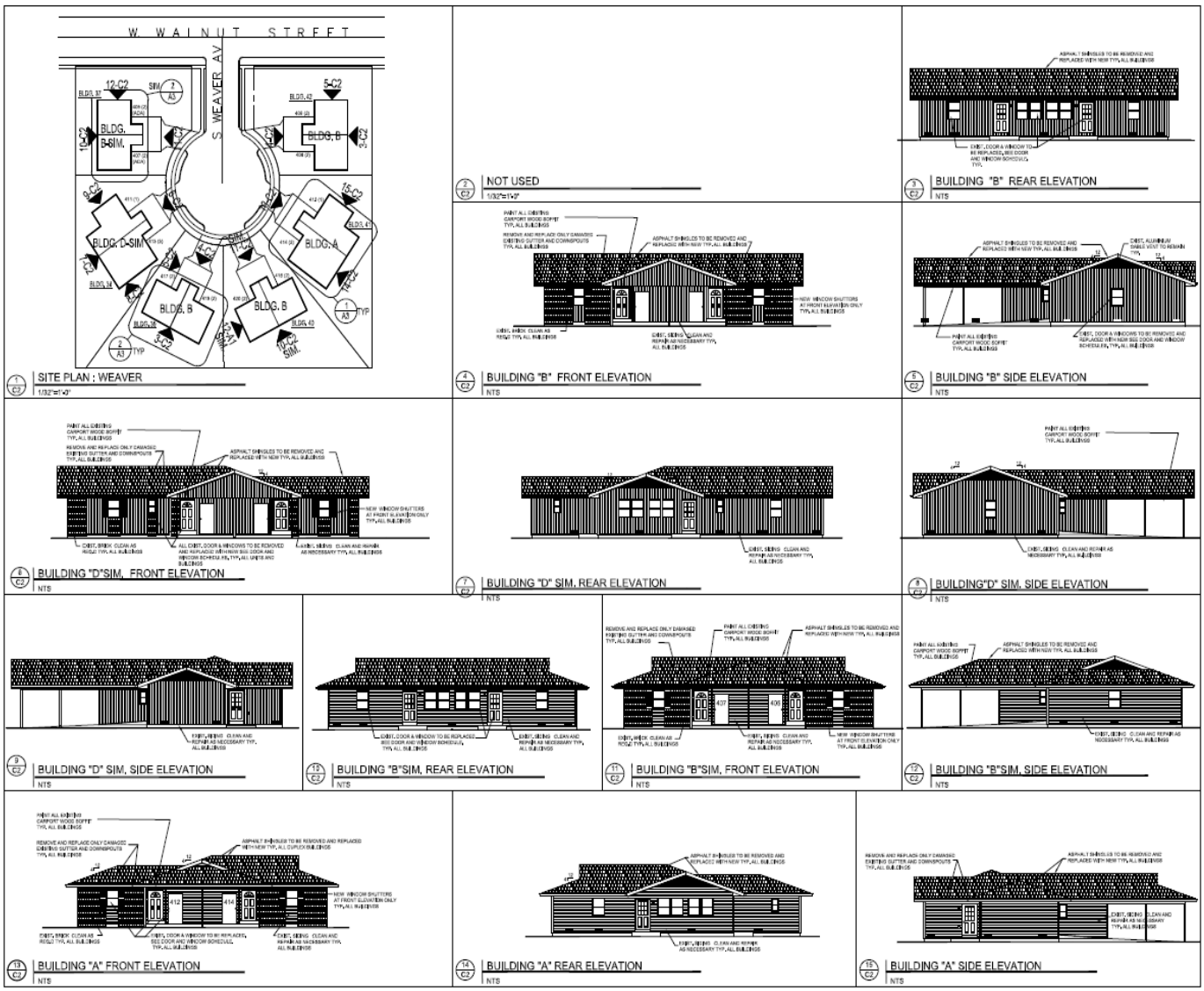


Exhibit D

SITE LAYOUT AND DESIGN – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA



A2

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1970 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE (417) 862-0303 FAX (417) 862-0333

REVISIONS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.



A3

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS

REVISIONS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

Exhibit E

TAX IMPACT ANALYSIS – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

[Please see attached]

West Sunset Street

Tax Impact Analysis for 2600 Block of S Grant, 700 Block of W Edgewood and 800/900 Block of W Sunset

City of Springfield, MO
10/28/20 v2

West Sunset Street
2020 Real Estate Assessment & Taxes

600 Block of S Grant, 700 Block of W Edgewood and 800/900 Block of W Sunset

Current Assessment Ratio 19%

	Appraised*	Assessed
Land	$ -	$ -
Improvements	$ 502,174	
Total	$ 502,174	

Jurisdiction	**Tax**	**Levy per $100**
State of Missouri		0.0300
County General Revenue		0.1248
County Road and Bridge		0.1248
County Sheltered Workshop		0.0467
County Library		0.2434
OTC College		0.1996
Springfield R12 Schools		4.2727
City of Springfield		0.6196
Senior District		0.0493
	$ -	5.7109

* Per Tax Assessor Estimate Using 2019 Actual NOI Valuation with 7.0% Cap Rate

West Sunset Street
Tax Impact Analysis - Assessment Assumptions

	2020					
	Appraised			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
Property						
600 Block of S Grant, 700 Block of W Edgewood and 800/900 Block of W Sunset	$ -	$ 502,174	$ 502,174	$ -	$ 95,413	$ 95,413
Totals	$ -	$ 502,174	$ 502,174	$ -	$ 95,413	$ 95,413

		Redevelopment Estimate					
		Appraised *			Assessed		
		Land	Improvements	Total	Land	Improvements	Total
	Property						
Commercial		$ -		$ -	$ -	$ -	$ -
Residential							
West Sunset Street			$ 854,146	$ 854,146	$ -	$ 162,288	$ 162,288
	Totals	$ -	$ 854,146	$ 854,146	$ -	$ 162,288	$ 162,288

Breakdown of Land/Improvement Values
Assessment Ratio (Commercial) 32%
Assessment Ratio (Residential) 19%

* Based on Net Income Valuation

West Sunset Street
Tax Impact Analysis
Projected Tax Without Redevelopment

Biennial Growth Rate Assumptions - Real Estate Taxes -1%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	95,413	95,413	28.62	119.08	119.08	44.56	232.24	190.44	4,076.71	591.18	47.04	-	5,448.94
2	2022	-	95,413	95,413	28.62	119.08	119.08	44.56	232.24	190.44	4,076.71	591.18	47.04	-	5,448.94
3	2023	-	94,459	94,459	28.34	117.88	117.88	44.11	229.91	188.54	4,035.95	585.27	46.57	-	5,394.45
4	2024	-	94,459	94,459	28.34	117.88	117.88	44.11	229.91	188.54	4,035.95	585.27	46.57	-	5,394.45
5	2025	-	93,514	93,514	28.05	116.71	116.71	43.67	227.61	186.65	3,995.59	579.41	46.10	-	5,340.51
6	2026	-	93,514	93,514	28.05	116.71	116.71	43.67	227.61	186.65	3,995.59	579.41	46.10	-	5,340.51
7	2027	-	92,579	92,579	27.77	115.54	115.54	43.23	225.34	184.79	3,955.63	573.62	45.64	-	5,287.11
8	2028	-	92,579	92,579	27.77	115.54	115.54	43.23	225.34	184.79	3,955.63	573.62	45.64	-	5,287.11
9	2029	-	91,653	91,653	27.50	114.38	114.38	42.80	223.08	182.94	3,916.08	567.88	45.19	-	5,234.23
10	2030	-	91,653	91,653	27.50	114.38	114.38	42.80	223.08	182.94	3,916.08	567.88	45.19	-	5,234.23
		Total			280.57	1,167.18	1,167.18	436.76	2,276.37	1,866.73	39,959.91	5,794.73	461.07	-	53,410.50

West Sunset Street
Tax Impact Analysis
Projected Tax Revenue With Redevelopment but Without Abatement

Biennial Growth Rate Assumptions - Real Estate Taxes 3%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	162,288	162,288	48.69	202.54	202.54	75.79	395.01	323.93	6,934.06	1,005.53	80.01	-	9,268.09
2	2022	-	162,288	162,288	48.69	202.54	202.54	75.79	395.01	323.93	6,934.06	1,005.53	80.01	-	9,268.09
3	2023	-	167,156	167,156	50.15	208.61	208.61	78.06	406.86	333.64	7,142.09	1,035.70	82.41	-	9,546.13
4	2024	-	167,156	167,156	50.15	208.61	208.61	78.06	406.86	333.64	7,142.09	1,035.70	82.41	-	9,546.13
5	2025	-	172,171	172,171	51.65	214.87	214.87	80.40	419.06	343.65	7,356.35	1,066.77	84.88	-	9,832.51
6	2026	-	172,171	172,171	51.65	214.87	214.87	80.40	419.06	343.65	7,356.35	1,066.77	84.88	-	9,832.51
7	2027	-	177,336	177,336	53.20	221.32	221.32	82.82	431.64	353.96	7,577.04	1,098.77	87.43	-	10,127.49
8	2028	-	177,336	177,336	53.20	221.32	221.32	82.82	431.64	353.96	7,577.04	1,098.77	87.43	-	10,127.49
9	2029	-	182,656	182,656	54.80	227.95	227.95	85.30	444.59	364.58	7,804.35	1,131.74	90.05	-	10,431.31
10	2030	-	182,656	182,656	54.80	227.95	227.95	85.30	444.59	364.58	7,804.35	1,131.74	90.05	-	10,431.31
		Total			516.96	2,150.57	2,150.57	804.74	4,194.30	3,439.54	73,627.79	10,677.04	849.54	-	98,411.06

West Sunset Street
Tax Impact Analysis
Projected Tax Revenue With Redevelopment and Abatement

Annual Growth Rate Assumptions - Real Estate Taxes	3%
Estimated Abatement of Redevelopment Impact	100%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	95,413	95,413	28.62	119.08	119.08	44.56	232.24	190.44	4,076.71	591.18	47.04	-	5,448.94
2	2022	-	95,413	95,413	28.62	119.08	119.08	44.56	232.24	190.44	4,076.71	591.18	47.04	-	5,448.94
3	2023	-	98,275	98,275	29.48	122.65	122.65	45.89	239.20	196.16	4,199.02	608.91	48.45	-	5,612.41
4	2024	-	98,275	98,275	29.48	122.65	122.65	45.89	239.20	196.16	4,199.02	608.91	48.45	-	5,612.41
5	2025	-	101,224	101,224	30.37	126.33	126.33	47.27	246.38	202.04	4,324.99	627.18	49.90	-	5,780.79
6	2026	-	101,224	101,224	30.37	126.33	126.33	47.27	246.38	202.04	4,324.99	627.18	49.90	-	5,780.79
7	2027	-	104,260	104,260	31.28	130.12	130.12	48.69	253.77	208.10	4,454.74	646.00	51.40	-	5,954.21
8	2028	-	104,260	104,260	31.28	130.12	130.12	48.69	253.77	208.10	4,454.74	646.00	51.40	-	5,954.21
9	2029	-	107,388	107,388	32.22	134.02	134.02	50.15	261.38	214.35	4,588.38	665.38	52.94	-	6,132.83
10	2030	-	107,388	107,388	32.22	134.02	134.02	50.15	261.38	214.35	4,588.38	665.38	52.94	-	6,132.83
		Total			303.94	1,264.38	1,264.38	473.13	2,465.94	2,022.19	43,287.65	6,277.30	499.47	-	57,858.37

West Sunset Street
Tax Impact Analysis

Jurisdiction	Ten Year Tax Revenue: Without Redevelopment or Abatement	Ten Year Tax Revenue: With Redevelopment and Abatement	Impact on Jurisdiction
State of Missouri	$ 280.57	$ 303.94	$ 23.37
County General	$ 1,167.18	$ 1,264.38	$ 97.20
Road	$ 1,167.18	$ 1,264.38	$ 97.20
Co Dev Dis	$ 436.76	$ 473.13	$ 36.37
Library	$ 2,276.37	$ 2,465.94	$ 189.57
OCT College	$ 1,866.73	$ 2,022.19	$ 155.46
R12 Schools	$ 39,959.91	$ 43,287.65	$ 3,327.75
City of Springfield	$ 5,794.73	$ 6,277.30	$ 482.57
Senior District	$ 461.07	$ 499.47	$ 38.40
Commercial Sur Tax	$ -	$ -	$ -
Totals	$ 53,410.50	$ 57,858.37	$ 4,447.87

Ten Year
Project Trending

West Sunset Street

Percent Annual Adjustment:		
2.00%	Income	
3.00%	Expense	
3.00%	Reserves	
7.00%	Vacancy Rate	
2.00%	Other Income	

	Year One		Year Two		Year Three		Year Four	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	153,480	153,480	156,550	156,550	159,681	159,681	162,874	162,874
Gross Rental Income (Affordable Other)	-	-	-	-	-	-	-	-
Other Income	3,127	3,127	3,190	3,190	3,254	3,254	3,319	3,319
Subtotal Income	156,607	156,607	159,739	159,739	162,934	162,934	166,193	166,193
Less Vacancy	(10,963)	(10,963)	(11,182)	(11,182)	(11,405)	(11,405)	(11,634)	(11,634)
Total Income	145,645	145,645	148,558	148,558	151,529	151,529	154,559	154,559
Expenses								
Administrative	14,944	14,944	15,392	15,392	15,854	15,854	16,329	16,329
Asset Management Fee	7,282	7,282	7,501	7,501	7,726	7,726	7,958	7,958
Tenant Services	757	757	780	780	803	803	827	827
Utility Expense	8,875	8,875	9,141	9,141	9,415	9,415	9,698	9,698
Ordinary maintenance and Operations	26,664	26,664	27,464	27,464	28,288	28,288	29,136	29,136
Protective Services	3,500	3,500	3,605	3,605	3,713	3,713	3,825	3,825
Real Estate Taxes or PILOT	9,268	5,449	9,268	5,449	9,546	5,612	9,546	5,612
Property Insurance	4,761	4,761	4,904	4,904	5,051	5,051	5,203	5,203
Liability Insurance	1,504	1,504	1,549	1,549	1,595	1,595	1,643	1,643
Other General Expenses	2,000	2,000	2,060	2,060	2,122	2,122	2,185	2,185
Total Operating Expenses	79,555	75,735	81,941	77,844	84,399	80,179	86,931	82,416
Reserve for Replacements	6,300	6,300	6,489	6,489	6,684	6,684	6,884	6,884
TOTAL EXPENSES INCLUDING RESERVES	85,855	82,035	88,430	84,333	91,083	86,863	93,816	89,301
NET OPERATING INCOME	59,790	63,609	60,128	64,225	60,446	64,666	60,744	65,259
Less Debt Service - 1st Mort.	54,934	54,934	54,934	54,934	54,934	54,934	54,934	54,934
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	4,857	8,676	5,194	9,291	5,512	9,732	5,810	10,325
Loan to Value	77.44%	81.91%	78.12%	82.93%	78.80%	83.75%	79.45%	84.84%
Debt Coverag Ratio Bank Loan	1.09	1.16	1.09	1.17	1.10	1.18	1.11	1.19
Market Value	881,204	932,124	888,221	942,848	895,059	951,326	901,707	961,907

Ten Year
Project Trending West Sunset Street

	Year Five		Year Six		Year Seven		Year Eight	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	166,132	166,132	169,454	169,454	172,843	172,843	176,300	176,300
Gross Rental Income (Affordable Other)	-	-	-	-	-	-	-	-
Other Income	3,385	3,385	3,453	3,453	3,522	3,522	3,592	3,592
Subtotal Income	169,517	169,517	172,907	172,907	176,365	176,365	179,893	179,893
Less Vacancy	(11,866)	(11,866)	(12,103)	(12,103)	(12,346)	(12,346)	(12,592)	(12,592)
Total Income	157,651	157,651	160,804	160,804	164,020	164,020	167,300	167,300
Expenses								
Administrative	16,819	16,819	17,324	17,324	17,844	17,844	18,379	18,379
Asset Management Fee	8,196	8,196	8,442	8,442	8,695	8,695	8,956	8,956
Tenant Services	852	852	878	878	904	904	931	931
Utility Expense	9,989	9,989	10,288	10,288	10,597	10,597	10,915	10,915
Ordinary maintenance and Operations	30,010	30,010	30,911	30,911	31,838	31,838	32,793	32,793
Protective Services	3,939	3,939	4,057	4,057	4,179	4,179	4,305	4,305
Real Estate Taxes or PILOT	9,832	5,781	9,832	5,781	10,127	5,954	10,127	5,954
Property Insurance	5,359	5,359	5,520	5,520	5,685	5,685	5,856	5,856
Liability Insurance	1,692	1,692	1,743	1,743	1,795	1,795	1,849	1,849
Other General Expenses	2,251	2,251	2,319	2,319	2,388	2,388	2,460	2,460
Total Operating Expenses	89,539	84,889	92,226	87,262	94,992	89,880	97,842	92,398
Reserve for Replacements	7,091	7,091	7,303	7,303	7,523	7,523	7,748	7,748
TOTAL EXPENSES INCLUDING RESERVES	96,630	91,980	99,529	94,566	102,515	97,403	105,590	100,146
NET OPERATING INCOME	61,021	65,671	61,275	66,238	61,505	66,617	61,710	67,154
Less Debt Service - 1st Mort.	54,934	54,934	54,934	54,934	54,934	54,934	54,934	54,934
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	6,087	10,737	6,341	11,304	6,571	11,683	6,776	12,220
Loan to Value	80.17%	85.64%	80.79%	86.64%	81.40%	87.43%	81.98%	88.41%
Debt Coverag Ratio Bank Loan	1.11	1.20	1.12	1.21	1.12	1.21	1.12	1.22
Market Value	908,151	970,156	914,375	980,553	920,366	988,529	926,108	998,698

Ten Year
Project Trending West Sunset Street

	Year Nine		Year Ten	
	Projections	W/Abatement	Projections	W/Abatement
Income				
Gross Rental Income (RAD)	179,826	179,826	183,423	183,423
Gross Rental Income (Affordable Other)	-	-	-	-
Other Income	3,664	3,664	3,737	3,737
Subtotal Income	183,490	183,490	187,160	187,160
Less Vacancy	(12,844)	(12,844)	(13,101)	(13,101)
Total Income	170,646	170,646	174,059	174,059
Expenses				
Administrative	18,930	18,930	19,498	19,498
Asset Management Fee	9,225	9,225	9,502	9,502
Tenant Services	959	959	988	988
Utility Expense	11,242	11,242	11,579	11,579
Ordinary maintenance and Operations	33,777	33,777	34,790	34,790
Protective Services	4,434	4,434	4,567	4,567
Real Estate Taxes or PILOT	10,431	6,133	10,431	6,133
Property Insurance	6,031	6,031	6,212	6,212
Liability Insurance	1,905	1,905	1,962	1,962
Other General Expenses	2,534	2,534	2,610	2,610
Total Operating Expenses	100,777	95,170	103,801	97,841
Reserve for Replacements	7,981	7,981	8,220	8,220
TOTAL EXPENSES INCLUDING RESERVES	108,758	103,150	112,021	106,061
NET OPERATING INCOME	61,888	67,496	62,038	67,998
Less Debt Service - 1st Mort.	54,934	54,934	54,934	54,934
Less Debt Service - Other Amortizing	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	6,954	12,562	7,105	13,064
Loan to Value	82.55%	89.17%	83.08%	90.13%
Debt Coverag Ratio Bank Loan	1.13	1.23	1.13	1.24
Market Value	931,584	1,006,352	936,779	1,016,243

Loan Calculator with Extra Payments

	Enter Values	Instructions
Loan Amount	$1,139,000.00	
Annual Interest Rate	3.74%	
Loan Period in Years	40	Must be between 1 and 30 years.
Start Date of Loan	1/1/2021	
Optional Extra Payments		If your extra payments vary, enter them in the table below.

Scheduled Monthly Payment	$ 4,577.81	54,934	Annual Debt Service
Scheduled Number of Payments	480		
Actual Number of Payments	361		
Total Early Payments	$ -		
Total Interest	$ 966,730.25		

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2021	$ 1,139,000.00	$ 4,577.81	$ -	$ 4,577.81	$ 1,027.93	$ 3,549.88	$ 1,137,972.07
2	2/1/2021	1,137,972.07	4,577.81	-	4,577.81	1,031.13	3,546.68	1,136,940.93
3	3/1/2021	1,136,940.93	4,577.81	-	4,577.81	1,034.35	3,543.47	1,135,906.59
4	4/1/2021	1,135,906.59	4,577.81	-	4,577.81	1,037.57	3,540.24	1,134,869.01
5	5/1/2021	1,134,869.01	4,577.81	-	4,577.81	1,040.81	3,537.01	1,133,828.21
6	6/1/2021	1,133,828.21	4,577.81	-	4,577.81	1,044.05	3,533.76	1,132,784.16
7	7/1/2021	1,132,784.16	4,577.81	-	4,577.81	1,047.30	3,530.51	1,131,736.85
8	8/1/2021	1,131,736.85	4,577.81	-	4,577.81	1,050.57	3,527.25	1,130,686.29
9	9/1/2021	1,130,686.29	4,577.81	-	4,577.81	1,053.84	3,523.97	1,129,632.44
10	10/1/2021	1,129,632.44	4,577.81	-	4,577.81	1,057.13	3,520.69	1,128,575.32
11	11/1/2021	1,128,575.32	4,577.81	-	4,577.81	1,060.42	3,517.39	1,127,514.90
12	12/1/2021	1,127,514.90	4,577.81	-	4,577.81	1,063.73	3,514.09	1,126,451.17
13	1/1/2022	1,126,451.17	4,577.81	-	4,577.81	1,067.04	3,510.77	1,125,384.13
14	2/1/2022	1,125,384.13	4,577.81	-	4,577.81	1,070.37	3,507.45	1,124,313.76
15	3/1/2022	1,124,313.76	4,577.81	-	4,577.81	1,073.70	3,504.11	1,123,240.06
16	4/1/2022	1,123,240.06	4,577.81	-	4,577.81	1,077.05	3,500.76	1,122,163.01
17	5/1/2022	1,122,163.01	4,577.81	-	4,577.81	1,080.41	3,497.41	1,121,082.60
18	6/1/2022	1,121,082.60	4,577.81	-	4,577.81	1,083.77	3,494.04	1,119,998.83
19	7/1/2022	1,119,998.83	4,577.81	-	4,577.81	1,087.15	3,490.66	1,118,911.68
20	8/1/2022	1,118,911.68	4,577.81	-	4,577.81	1,090.54	3,487.27	1,117,821.14
21	9/1/2022	1,117,821.14	4,577.81	-	4,577.81	1,093.94	3,483.88	1,116,727.20
22	10/1/2022	1,116,727.20	4,577.81	-	4,577.81	1,097.35	3,480.47	1,115,629.85
23	11/1/2022	1,115,629.85	4,577.81	-	4,577.81	1,100.77	3,477.05	1,114,529.08
24	12/1/2022	1,114,529.08	4,577.81	-	4,577.81	1,104.20	3,473.62	1,113,424.88
25	1/1/2023	1,113,424.88	4,577.81	-	4,577.81	1,107.64	3,470.17	1,112,317.24
26	2/1/2023	1,112,317.24	4,577.81	-	4,577.81	1,111.09	3,466.72	1,111,206.15
27	3/1/2023	1,111,206.15	4,577.81	-	4,577.81	1,114.56	3,463.26	1,110,091.60
28	4/1/2023	1,110,091.60	4,577.81	-	4,577.81	1,118.03	3,459.79	1,108,973.57
29	5/1/2023	1,108,973.57	4,577.81	-	4,577.81	1,121.51	3,456.30	1,107,852.05
30	6/1/2023	1,107,852.05	4,577.81	-	4,577.81	1,125.01	3,452.81	1,106,727.04
31	7/1/2023	1,106,727.04	4,577.81	-	4,577.81	1,128.52	3,449.30	1,105,598.53
32	8/1/2023	1,105,598.53	4,577.81	-	4,577.81	1,132.03	3,445.78	1,104,466.50
33	9/1/2023	1,104,466.50	4,577.81	-	4,577.81	1,135.56	3,442.25	1,103,330.94
34	10/1/2023	1,103,330.94	4,577.81	-	4,577.81	1,139.10	3,438.71	1,102,191.84
35	11/1/2023	1,102,191.84	4,577.81	-	4,577.81	1,142.65	3,435.16	1,101,049.19
36	12/1/2023	1,101,049.19	4,577.81	-	4,577.81	1,146.21	3,431.60	1,099,902.98
37	1/1/2024	1,099,902.98	4,577.81	-	4,577.81	1,149.78	3,428.03	1,098,753.19
38	2/1/2024	1,098,753.19	4,577.81	-	4,577.81	1,153.37	3,424.45	1,097,599.83
39	3/1/2024	1,097,599.83	4,577.81	-	4,577.81	1,156.96	3,420.85	1,096,442.86
40	4/1/2024	1,096,442.86	4,577.81	-	4,577.81	1,160.57	3,417.25	1,095,282.30
41	5/1/2024	1,095,282.30	4,577.81	-	4,577.81	1,164.18	3,413.63	1,094,118.11
42	6/1/2024	1,094,118.11	4,577.81	-	4,577.81	1,167.81	3,410.00	1,092,950.30
43	7/1/2024	1,092,950.30	4,577.81	-	4,577.81	1,171.45	3,406.36	1,091,778.85
44	8/1/2024	1,091,778.85	4,577.81	-	4,577.81	1,175.10	3,402.71	1,090,603.74
45	9/1/2024	1,090,603.74	4,577.81	-	4,577.81	1,178.77	3,399.05	1,089,424.98
46	10/1/2024	1,089,424.98	4,577.81	-	4,577.81	1,182.44	3,395.37	1,088,242.54
47	11/1/2024	1,088,242.54	4,577.81	-	4,577.81	1,186.13	3,391.69	1,087,056.41
48	12/1/2024	1,087,056.41	4,577.81	-	4,577.81	1,189.82	3,387.99	1,085,866.59
49	1/1/2025	1,085,866.59	4,577.81	-	4,577.81	1,193.53	3,384.28	1,084,673.06

SFG SPECIALTY FINANCE GROUP

A Division of Cedar Rapids Bank & Trust

September 22, 2020

Ms. Holly Knight
BGC Advantage, LLC
192 Bastille Lane, Suite 300
Ruston, LA 71270

Dear Holly:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt construction/equity bridge and term bond/loan term sheet for your Keystone RAD Apartment Section 8 Acquisition Rehabilitation project located in Springfield, MO. The following outlines the general loan terms and conditions for your review and consideration:

4% LIHTC Tax Exempt Permanent Term Bond/Loan "A Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Loan Amount:	Lesser of (a) $20,200,000 (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan or (c) the amount such that the loan amount will not exceed 90% of the As Completed Stabilized Appraised Value.
Purpose:	Proceeds shall be used for the acquisition and construction costs associated with the project, with the funds beyond those used for the acquisition of the property only being advanced based on required/approved construction draws.
Tax Exempt Interest Rate:	The estimated tax-exempt fixed interest rate as of September 10, 2020 is 3.74%. The interest rate shall be fixed by a SWAP Agreement that is calculated to have the loan immediately fund, with the underlying Loan accruing interest at the tax exempt rate of 79% of 30 Day Libor + 2.00%. The SWAP loan structure/term will include 3 years of interest only followed by 18 years of principal and interest with 40 year amortization. Excess loan proceeds beyond those required to acquire the property will be held in escrow in a restricted money market account at CRBT until theses proceeds are used for required/approved construction draws for the rehabilitation of the property as needed. The money market will pay an interest rate of 0.50% estimated as of August 3, 2020, and will adjust quarterly based on changes in market conditions.

	Rate estimates above will continue to fluctuate based on the Market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the SWAP in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.
Loan Fee:	$10,000.
Maturity Date:	21 years
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Repayment Terms:	Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 21 year term.
Collateral:	First Real Estate Mortgage on the real property for the project referred to as Keystone RAD Apartments located Springfield, MO, and an assignment of rents and leases of the real property.
Guarantors:	**Construction**: Full Recourse Guarantees from the Developer/Owners and the General Partner. **Perm**: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

4% LIHTC Tax Exempt Draw-Up Construction/Equity Bridge Bond/Loan "B Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Draw-Up Loan Facility:	Up to $2,000,000 or the amount necessary to meet or exceed the 50% Tax Exempt Bond Test measured at the funding of the loan, which may include a cushion by the Sponsor to ensure that the 50% Test is met.
Loan Term:	36 Months.
Use of Proceeds:	Proceeds shall be used for the construction costs associated with the project and will not be advanced until 100% of the escrowed term bond/loan proceeds are fully advanced and funded first.
Tax Exempt Rate Options:	Option #1: Tax Exempt - Floating interest rate at WSJ Prime + 0.25% = 3.50% (estimated as of 9/10/20).

	Option #2: Tax Exempt - Fixed interest rate option at 3.85% (fixed interest rate option will be indexed at 35 basis points (.35%) over the floating rate option estimated as of 9/10/20).
Loan Origination Fee:	.50% of the loan amount estimated to be $13,750.
Maturity Date:	The first to occur of (a) 36 months (3 years) from the closing date or (b) receipt of sufficient Tax Credit Equity to repay the Loan Facility.
Disbursements:	Bridge Lender requires that the development sources and uses at all times be in balance, and accordingly, that all Borrower owner equity required for the rehabilitation be funded and disbursed prior to draws on the Loan Facility. Bridge Lender may, in its discretion, approve disbursement of the Loan Facility on a more accelerated disbursement schedule (including full disbursement of the Loan Facility ahead of disbursement of other debt financing).
Amortization:	None.
Prepayment Penalty:	None.
Security Interest:	The Loan Facility shall be secured by a first priority Assignment of the Capital Contributions, pursuant to which Borrower and General Partner pledge their right to receive the Tax Credit Equity as security for the Bridge Loan, and a first priority pledge of the general partner interest in the Borrower.
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Prepayment Terms:	Interest only during the construction period with all unpaid principal and interest due at maturity of the 3 year term.
Loan Agreements:	Borrower's loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT's legal counsel, Winthrop & Weinstine in Minneapolis, MN.
Due Diligence:	The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to: (i) Appraisal including a Market and Feasibility Study (ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns; (iii) Phase I environmental report; (iv) 42(m) letter issued by the allocating agency with respect to the Project; (v) Financial statements of Investor, if requested by Lender; (vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;

(vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;

(viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;

(ix) An ALTA survey of the Project;

(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;

(xi) The receipt of insurance coverage for the Project acceptable to Lender;

(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:

1. Developer resume/biography;
2. Previous Tax Credit Development Experience;
3. Project Overview;
4. Discussion and details of ownership structure for Project;
5. Project timeline;
6. Overall sources and uses for entire Project;
7. Detailed breakdown of Tax Credits;
8. Identification and background/resume of architect;
9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and

(xiii) Other items as requested during further review.

GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. For conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence immediately when the loan is funded.
5. CRBT reserves the right to request monthly financial statements in the event the projects DSCR falls below 1.05.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Reserve Accounts for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval.
If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by September 30, 2020 and will also expire if the Loan Facility is not closed by January 31, 2021.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Tyler Clark
Assistant Vice President
Specialty Finance Group

Accepted by: _____ Date: _____

Title: _____

RED STONE™
EQUITY PARTNERS

September 22, 2020

Mrs. Holly Knight
BGC Advantage, L.L.C.
1910 Farmerville Highway
Ruston, LA 71270

Re: Keystone Family Homes
Springfield, Missouri

Dear Mrs. Knight,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Keystone Family Homes (the "Project") located in Springfield, Missouri. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in Keystone Family Homes, LP, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, renovate and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 297 residential units for rent to low-income families. The Project will consists of multiple scattered sites located in the City of Springfield, Greene County, within the State of Missouri. Within the Project, 293 of the units are expected to be Housing Credit compliant, with four (4) additional units being designated as management units. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Missouri Housing Development Commission (the "Agency"). The means for such conformance shall be reviewed by and be acceptable to Red Stone.

6000 Fairview Road, Suite 550, Charlotte, NC 28210
TEL: 704-200-9500 WEB: www.rsequity.com
Boston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Los Angeles ▪ New York ▪ San Diego

Number of Units	Income Restrictions	Project Site
75	60% AMI / RAD	Bolivar Road
1	Manager Unit	Bolivar Road
79	60% AMI / RAD	Cedarbrook
1	Manager Unit	Cedarbrook
20	60% AMI / RAD	Circle Apartments
24	60% AMI / RAD	Dogwood Square
32	60% AMI / RAD	Glenwood
1	Manager Unit	Glenwood
32	60% AMI / RAD	Scattered Sites
32	60% AMI / RAD	Villa Marie
1	Manager Unit	Villa Marie

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	November 1, 2020
Completion Date	April 1, 2023
First Unit Leased	January 1, 2021
Last Unit Leased	January 31, 2023
Stabilized Operations	October 1, 2023

2. **Project Ownership**. Keystone Family Homes GP, LLC (the "General Partner") will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	Keystone Family Homes GP, L.L.C.	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	BGC Advantage, L.L.C.	[redacted]
Guarantors[1]	BGC Advantage, L.L.C. (corporate), Holly Knight (personally), and/or other entities acceptable to Red Stone	
General Contractor	To-be-determined	
Property Manager	To-be-determined	

[1] The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project is expecting to receive an allocation of 4% Housing Credits from the Agency for the year 2020 in an annual amount of $1,393,374. The total Housing Credits anticipated to be delivered to the Partnership is $13,933,374 (the "Projected Federal LIHTC").

4. **Capital Contribution**. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of $12,608,775, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	$13,933,374	$13,932,349	$0.905	$12,608,775
			Total	**$12,608,775**

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 1 year; and 100% of depreciation on personal property being taken over 1 year. The allocation of the depreciable line items is subject to Red Stone's review and approval.

A. 10.00% ($1,260,878) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) the long-term HAP contact is in place, (e) receipt of commitments of the additional financing sources described in Paragraph 11, and (f) closing and initial funding of the construction loan and the soft loans.

B. 25.00% ($3,152,194) shall be paid upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) achievement of 50% construction completion as certified by the Project architect and as verified by Red Stone, and (c) July 1, 2022.

C. 22.50% ($2,836,974) shall be paid upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) achievement of 75% construction completion as certified by the Project architect and as verified by Red Stone, and (c) January 1, 2023.

D. 10.00% ($1,260,878) shall be paid upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) April 1, 2023.

E. 30.00% ($3,782,633) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) the long-term HAP contract is in place, (h) calculations of the preliminary adjusters have been prepared, and (i) October 1, 2023.

F. 2.50% ($315,219) upon the later of (a) satisfaction of the funding conditions described in (E) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, (d) calculations of final adjusters have been prepared, and (e) January 1, 2024.

5. **Adjusters**.

A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.905 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) $0.905 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. Timing of Housing Credit Delivery. In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) $0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves**. The Partnership will fund the following reserves:

A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fifth Capital Contribution equal to six months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently projected to be $1,205,988). Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to six months OERDS (currently projected to be $1,205,988) (the "Minimum Balance") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. Notwithstanding the foregoing, the General Partner shall be entitled to withdraw funds from the Operating Reserve in excess of the Minimum Balance without Red Stone's consent; provided, however the General Partner shall provide notification of any such withdrawals. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

B. Replacement Reserve. A capitalized Replacement Reserve in the amount of $500,000 shall be established for the benefit of the Partnership in a segregated account no later than the payment of the fifth capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $350 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.

7. **Guarantees**. The Guarantors will guarantee the following obligations of the General Partner:

A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will constitute non-interest bearing loans to the Partnership or capital contributions and Guarantors will have any right to receive any repayment on account of such payments.

B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:

(i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 6 consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute loans at AFR to the Partnership by the General Partner which shall be repaid from the distribution of sale proceeds pursuant to Section 10(C).

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be equal to six months OERDS (currently projected to be $1,205,988) (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio each of the last consecutive 4 quarters of the ODG Period, and the long-term HAP contract remains in place. Any amounts so advanced will constitute loans ("Operating Deficit Loan") at AFR repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10. The debt service coverage ratio will be further defined in the forthcoming Partnership Agreement but will include a 5% vacancy rate on subsidized unit revenue and a 7% vacancy on unsubsidized unit revenue.

(iii) Notwithstanding anything to contrary, the Guarantors will be obligated to cover any operating deficits due to the loss or reduction of the HAP Contract throughout the compliance period

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction**. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $20,841,209 in addition to a hard cost contingency equal to 10% of the contract amount. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.

9. **Fees**. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

A. Developer Fee. The Developer will earn a developer fee of $3,254,000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $1,206,345 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be $2,047,655 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or % *
Fifth Capital Contribution	66%
Sixth Capital Contribution	34%

* To the extent necessary, adjustments to the payment of the Cash Development Fee may be required to ensure that an amount equal to no less than 10% of the permanent loan is held until permanent loan conversion.

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

B. Property Management Fee. The property management fee will total approximately 5.50% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Partnership will pay Red Stone an annual asset management fee in an amount equal to $10,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Partnership Management Fee. The Partnership will pay the General Partner an annual partnership management fee in an amount equal to $10,000 per annum. The partnership management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

E. Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. **Distribution of Tax and Cash Benefits**.

A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.990% to the Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.

B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Limited Partner in proportion to any tax liability incurred by such partner;

(ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;

(iii) to the Limited Partner as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) 40% to the payment of the Seller Note;

(vii) to the payment of any debts owed to the General Partner;

(viii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

(ix) the balance, 0.009% to the General Partner, 0.001% to the Special Limited Partner and 99.990% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.

C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;

(iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;

(iv) to the Limited Partner in an amount equal to any projected exit taxes:

(v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing**. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. Permanent Loan. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of cash flow
CRB&T Perm Loan – $20,200,000	Hard	3.74%	216	480	100%
Seller Note - $9,258,590	Soft	5.00%	504	N/A	40%
Operating Income during construction - $331,099	N/A	N/A	N/A	N/A	N/A

12. **Purchase Option and Right of First Refusal**. For a period of 2 years following the compliance period, the Housing Authority as a member of the General Partner shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the General Partner at its discretion, the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3. If the General Partner is a not for profit entity, the purchase price shall be the amount required pursuant to Section 42(i) of the Code.

13. **Due Diligence, Opinions and Financial Projections**. The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to $85,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Partnership Closing**. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity**. Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

16. **Early Exit**. Red Stone hereby acknowledges it is the intent of the General Partner to exit the Partnership as soon as reasonably possible following the end of the credit period. Furthermore, Red Stone in consultation with its investors hereby agrees to use commercially reasonable best efforts to effectuate an early exit from the Partnership through a to-be-defined provision in the Partnership Agreement which may include a put or purchase of the interest of the Limited and Special Limited Partners.

17. **Pre-Development Loan**. Upon the execution of this Letter of Intent, counter signature by Red Stone and the execution of Red Stone's pre-development loan documents, Red Stone will provide a pre-development loan for Project expenses incurred after the date of this letter in an amount of up to $500,000 with an interest rate of 8%, a 1% origination fee, and a maturity of January 1, 2021. Full joint and several repayment guarantees will be provided by the Guarantors.

[Remainder of page left intentionally blank]

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter. The terms of this letter are not binding until countersigned and accepted by an authorized officer of Red Stone.

Sincerely,

By: 
Name: Darren T. Swanson
Title: Managing Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

August 7, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806

Dear Ms. Wolfram:

Attached please find an amended CHAP Exhibit A for 222 units at the following RAD projects: 48 units at SOUTH TOWER (MO058000002), 33 units at MADISON TOWER (MO058000003) and 141 units at BOLIVAR ROAD (MO058000004), whose initial CHAP was awarded December 13, 2017. As this project is already being processed for conversion, all of the established CHAP milestone due dates will remain in effect, with any extension requests subject to the same approvals as established in the original CHAP.

With the issuance of this amended CHAP Exhibit A, you are required to update all relevant information on the RAD Resource Desk, including, but not limited to, the Transaction Log and Rent Schedule, so that the transaction accurately reflects these rents, number of units and configuration presented herein. In addition, please take appropriate action if this amendment requires a Significant Amendment to your Public Housing Agency Five Year or Annual Plan.

If you have any questions regarding this Amendment, please contact your Transaction Manager.

Sincerely,

Thomas R. Davis
Director
Office of Recapitalization

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Pre-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$478	$77	$555
14	1	$478	$77	$555
24	1	$478	$79	$557
18	1	$478	$144	$622
3	1	$478	$163	$641
15	2	$618	$94	$712
33	2	$618	$94	$712
32	2	$618	$97	$715
13	2	$618	$94	$712
16	2	$618	$200	$818

12	2	$618	$200	$818
6	3	$757	$112	$869
10	3	$757	$112	$869
4	3	$757	$117	$874
10	3	$757	$112	$869
9	3	$757	$248	$1,005

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Post-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$484	$70	$554
14	1	$488	$64	$552
24	1	$491	$62	$553
18	1	$494	$123	$617
3	1	$495	$141	$636
15	2	$633	$75	$708
33	2	$633	$74	$707
32	2	$638	$71	$709
13	2	$634	$73	$707
16	2	$656	$150	$806

12	2	$656	$150	$806
6	3	$778	$84	$862
10	3	$778	$84	$862
4	3	$786	$78	$864
10	3	$781	$80	$861
9	3	$820	$164	$984

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

The RAD Contract Rents are inclusive of utility savings.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Minneapolis, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

OFFICE OF PUBLIC AND INDIAN HOUSING

September 17, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806-2938

Dear Ms. Wolfram:

On December 13, 2017, since amended, the Department awarded the Springfield Housing Authority (SHA) a Rental Assistance Demonstration (RAD) Commitment to enter into Housing Assistance Payments (CHAP) at Bolivar Road, MO058000004. The Department amended the CHAP award on August 7, 2020, per Notice PIH 2018-04 (HA) "Notice" 3A.3.c "Comprehensive Rehabilitation or Replacement through Rental Assistance Demonstration (RAD)". The Office of Recapitalization issued the RAD Conversion Commitment (RCC) on September 16, 2020 for the 297 dwelling units in the covered project. Consequently, the Special Applications Center (SAC) amended RAD application DDA0008689, removing 17 Annual Contributions Contract (ACC) units from AMP MO058000002; 11 ACC units from AMP MO058000003; and 47 ACC units from MO058000004. The SAC created application DDA0010985, disposition of 17 dwelling units within 10 dwelling buildings at South Tower, MO058000002; 11 dwelling units within 11 dwelling buildings at Madison Tower, MO058000003; and 47 dwelling units within 19 dwelling buildings at Bolivar Road, MO058000004, in the Public and Indian Housing Information Center (PIC).

Environmental Assessment and Fair Housing and Equal Opportunity Certifications, Significant Amendment to PHA Plan and RAD Conversion Commitment

The City of Springfield, per 24 CFR part 58, performed the environmental assessment, and the St. Louis Office of Public Housing (OPH) authorized the use of grant funds (HUD-7015.16) on August 18, 2020.

The Region VII Office of Fair Housing and Equal Opportunity (FHEO) approved the RAD Relocation Checklist on April 1, 2020.

Per 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable per 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the U.S. Housing Act of 1937, "the Act", (42 U.S.C. 1445p) and this part."

On April 17, 2020, the St. Louis OPH approved the agency's Annual Plan submission, which includes a description of the proposed action. Approval of the Section 18 action is contingent on the Department's review and approval of the financing plan for both the RAD transaction and the associated Section 18 action and, the subsequent issuance of an RCC.

Development History, Description and Proposed Disposition

The Department has not approved an inventory removal action at AMPs MO058000002 and MO058000004. On October 3, 2019, the Department approved disposition application DDA0009393, 1.33 acres improved with 10 dwelling units within 5 dwelling buildings at Madison Tower, MO058000003. The following tables summarize South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, 75 dwelling units within 40 dwelling buildings (aggregate).

South Tower, MO058000002 DOFA: 8/21/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	63	21	29	36	-	-	149
Proposed Dwelling Units	-	-	-	17	-	-	17
Existing Dwelling Buildings							22
Proposed Dwelling Buildings							10
Existing Non-dwelling Buildings							1
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Madison Tower, MO058000003 DOFA: 9/20/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	98	60	14	2	-	-	174
Proposed Dwelling Units	-	7	3	1	-	-	11
Existing Dwelling Buildings							28
Proposed Dwelling Buildings							11
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Bolivar Road, MO058000004 DOFA: 6/2/1971							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	-	45	80	46	20	2	193
Proposed Dwelling Units	-	-	-	24	21	2	47
Existing Dwelling Buildings							46
Proposed Dwelling Buildings							19
Existing Non-dwelling Buildings							3
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Disposition Justification, Method and Relocation

SHA proposed disposition pursuant to 24 CFR 970.17(c) where the PHA has otherwise determined the disposition to be appropriate for reasons that are consistent with the goals of the

PHA and the PHA Plan and that are otherwise consistent with the Act. Per the Notice's Section 3A.3c., the agency elected to convert at least 75 percent of the public housing units within the covered project and replace up to 25 percent of the public housing units within the covered project with Section 8 project-based voucher (PBV) assistance. SHA will provide PBV assistance to 75 of the 297 units in the Office of Recapitalization-defined covered project and convey the improvements and acreage through the RAD closing process.

The Department allows disposition of property for less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA, or the federal government. Parcel acreage for the transaction will be reflected in the associated RAD approval. The Department determined, through approval of the agency's RAD financing plan, that the disposition is pursuant to 24 CFR 970.17(c) and the disposition method is in accordance with 24 CFR 970.19(a). At application creation, all units proposed for disposition were occupied within the past 24 months. Though subject to the requirements of 24 CFR 970.21(e) and (f), relocation will be consistent with RAD requirements per Notice PIH 2019-23.

Resident Consultation

1. Project Specific Resident Organization: None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. SHA held a resident meeting on July 15, 2020 to discuss the RAD conversion and disposition combination. The Department determined that SHA's actions met the requirements of the regulation.

Offer for Sale to the Resident Organization

24 CFR 970.9(b)(1) requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964 or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The SHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families per 24 CFR 970.9 (b)(3)(ii); therefore, 24 CFR 970.9(b)(1) is not applicable.

Board Resolution and Mayor/Local Government Consultation

The SHA's Board of Commissioners approved the disposition and associated activities via Resolution 2231 on July 24, 2020, per 24 CFR 970.7(13). The application also includes a July 21, 2020 letter of support signed by the Honorable Ken McClure, Mayor, City of Springfield, per 24 CFR 970.7(14).

Approval

The Department's review finds the SHA's application complete and consistent with Section 18 of the Act and meets the requirements of the implementing regulation 24 CFR part 970, including requirements pursuant to 24 CFR 970.9. Based upon the review, the Department approves the disposition of 75 dwelling units within 40 dwelling buildings (aggregate) at South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, as described in the application and identified in the table below.

South Tower, MO058000002; Madison Tower, MO058000003; Bolivar Road, MO058000004 Approved Disposition – Dwelling Buildings: 40; Units: 75				
Total Units Redeveloped: 75	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Leasehold	-	-	75	-
Acquiring Entity	Office of Recapitalization Approved Acquiring Entity			
Acquisition Method	Office of Recapitalization Approved Method			
Terms	Office of Recapitalization Approved Terms			
Purpose	Provision of Low-Income Housing			

Conditions

The Office of Recapitalization, with concurrence from the Office of the General Counsel (OGC) must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DoT) or Declaration of Restrictive Covenants (DoRC), disposition approval and release of the DoT/DoRC does not circumvent or supersede those obligations.

Operating Subsidy, Capital Fund Financing Program and Tenant Protection Vouchers

Disposition of 75 low rent units will affect the SHA's operating subsidy eligibility. The St. Louis OPH must ensure that the SHA's Form HUD-52723 reflects these changes. The Department notes 59 units are interspersed with RAD units within the buildings and are not eligible for Asset Repositioning Fees (ARF). The remaining 16 units are not interspersed and are ARF eligible. The agency does not have Department approval to participate in the Capital Fund Financing Program (CFFP). Per PIH Notice 2019-08 (the "Notice"), SHA is eligible to receive Section 8 Housing Choice Voucher assistance in the form of Tenant Protection Vouchers (TPVs) for this disposition approval. The Notice separates TPVs into two classes, replacement vouchers and relocation vouchers. The Notice provides that the Department may only provide replacement TPVs for units that were occupied within the previous 24 months that cease to be available as assisted housing, and only to the extent that funding is available.

On the date of this approval, 75 ACC units were occupied within the previous 24 months. SHA does not intend to redevelop public housing units at the property. Based on the Notice's provision, the Department determined that SHA is eligible to receive a maximum of 75 **replacement** TPVs for the affected units in this action.

TPV Type	Maximum Eligibility Number
Relocation	0
Replacement	75

The Department will not automatically issue TPVs to SHA as part of this approval. Instead, SHA must apply to the Department separately for TPVs in accordance with the Notice. Because the RCC issuance begins the RAD closing procedure, and the RAD and disposition approval and removal process occur concurrently, SHA should submit the TPV request immediately. The timing of SHA's TPV application submission and the start of relocation noted in this approval should be consistent. To apply for TPVs, the agency must submit the following to the St. Louis OPH:

a) The AMP and IMS/PIC application number of this disposition approval.
b) The number of TPVs requested (subject to the limitations above)
c) Form HUD-52515 (Voucher Funding Application)
d) A copy of this approval (PDF version - signed and dated)

Please review the Notice for further guidance on TPV application submission and timing.

PIC and Monitoring

Per 24 CFR 970.35, the Department requires SHA to inform the SAC and the Office of Recapitalization of the status of the project (actual disposition dates, modification requests, delays or other problems) and of any deviations to the mandated 24 CFR 970.7 (a)(4) general timetable shown below.

Milestone		Number of Days after HQ Approval
A	Begin relocation of residents	0
B	Complete relocation of residents	90
C	Execution of contract for removal (e.g. sales contract or demolition contract)	90
D	Actual Removal Action (e.g. demolition or sale closing)	90

On or one day before the associated HAP contract start date, SACTA will enter the transaction date and the actual number of buildings and units, then remove the improvements from inventory. The St. Louis OPH received a copy of this approval.

Sincerely,

JANE HORNSTEIN

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2020.09.17 15:55:31 -05'00'

Jane B. Hornstein
Director

Cc: St. Louis OPH
RAD Resource Desk
RAD Readiness Transaction Manager
RAD Financing Transaction Manager
RAD Closing Management

Exhibit F

ESTIMATED PROJECT BUDGET– APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

W EDGEWOOD, W SUNSET AND S GRANT SCATTERED APARTMENTS

DEVELOPMENT BUDGET	
ACQUISITION	1,036,731
SITE IMPROVEMENTS	-
CONSTRUCTION	1,408,626
PROFESSIONAL FEES	280,900
BOND COSTS	22,424
CONSTRUCTION FINANCE COSTS	116,194
PERMANENT FINANCE COSTS	5,091
SOFT COSTS	85,028
RESERVES	109,262
TOTAL USES	3,064,255
SOURCES OF FUNDS	
1ST MORTGAGE	1,139,000
CASH FLOW FROM OPERATIONS	91,166
SELLER MORTGAGE	919,412
PHA CASH FLOW	24,242
AGENCY HOME LOAN	-
DEF. DEVELOPER FEE	227,361
TAX CREDIT EQUITY	663,074
TOTAL SOURCES	3,064,255

Exhibit G

HUD RELOCATION PLAN– APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

Relocation Plan for the Revitalization of Bolivar Road Apartments, Cedarbrook, Circle, Dogwood, Glenwood, Scattered Sites, and Villa Marie under the LIHTC, Rental Assistance Demonstration Program (RAD), or other initiatives

developed by

Housing Authority of the City of Springfield
(HAS)

January 14, 2020

421 W Madison Street #1
Springfield, MO 65806
(417) 866-4329

I. Introduction and Project Summary

Housing Authority of the City of Springfield (HAS) has an aging housing stock and growing physical needs. Due to this, the agency has been through a comprehensive physical needs assessment that looked at each project to help determine critical, immediate, and 20 year needs. This has led the housing authority to an overall strategic revitalization effort utilizing the Rental Assistance Demonstration (RAD) program and other affordable housing preservation strategies including Section 18 Demo/Dispo.

HAS with the concurrence of the community and residents is undertaking the revitalization, demolition, disposition, or other methods to transition the housing stock at Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, Bolivar Road, and various other complexes, within the portfolio that will be converting to the Project-based Voucher (PBV) Program under the Rental Assistance Demonstration (RAD) Program, restructured under the Low-Income Housing Tax Credit Program, or revised through other revitalization strategies. Depending on the type of revitalization, demolition, disposition, or other activities, residents will require temporary or permanent relocation while the redevelopment, extensive modernization or renovations are occurring.

Proposed Modernization or Redevelopment Goals By Public Housing Development

Site	Type	# Units	Year Built	Modernization/Redevelopment Goals	Relocation Requirements
Bolivar Road Apartments	Family	81	1971	Rehabilitation/Demolish/Reduce Density	Permanent with Right to Return to New Site of Alternate Sites
Glenwood	Family	33	1973	Substantial Rehabilitation	Temporary/Right to Return
Scattered	Family	32	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Circles	Family	20	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Dogwood Square	Family	24	1982	Substantial Rehabilitation	Temporary/Right to Return
Cedarbrook	Family	80	1972	Substantial Rehabilitation	Temporary/Right to Return
Villa Marie	Family	32	1972	Substantial Rehabilitation	Temporary/Right to Return

Specific to the site the following conditions have been included in the planning effort:

Redeveloped Site Activity

Bolivar Road Apartments (rehabilitation and demolition through RAD)
This project would be submitted for funding approval in the 1st quarter of 2020. It would include demolition of 12 existing units and rehabilitation of 68 units. The reduction of units will allow for reduce density in the community. Current residents will be offered temporary, or permanent if necessary, relocation and the possibility opportunity to return to the site.

Glenwood (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Scattered (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Circles (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Dogwood Square (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Cedarbrook (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Villa Marie (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Schedule for Redevelopment/Relocation of Public Housing By Site

Site	Beginning Action	Relocation From	Construction/Rehabilitation Completion	Return Relocation
Bolivar Road Apartments	Demolition/Rehab start 3rd quarter 2020	3rd – 4th quarter 2020	2nd quarter 2022	Staged upon construction completion, relocation finished 2nd quarter 2022
Glenwood	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Scattered	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Circles	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Dogwood Square	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Cedarbrook	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Villa Marie	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021

Financial Resources
HAS is working with a development team to identify best practices and strategies to meet the physical needs at the housing authority sites as well as emerging housing needs in Springfield. HAS will utilize multiple housing authority funds to leverage private and public funding opportunities for all of the redevelopment and new construction projects. The housing authority through the partner entities will utilize the 4% tax credit

program. Each project will have distinct funding based on the size of the project, scope of work, and type of construction occurring.

The following includes a list of anticipated funds for the HAS. These funds will be allocated to ongoing capital fund improvements as well redevelopment efforts including RAD and non-RAD developments. The housing authority is using a combination of capital funds and other PHA financial resources to complete third party assessments that contribute to the financial and physical viability of the projects. Public Housing is so restrictive that it doesn't attract investors and lenders as RAD and/or project-based voucher contracts. The HAS will be assessing all avenues to determine the best fit for funding, programs, and long-term viability.

General Relocation Conditions

Tenant belongings will be relocated with the tenant while the work is undertaken. Depending on the development, HAS will be demolishing, rehabilitating, or modernizing the units including interior and exterior renovation causing tenants relocation. Generally, the relocation time on moderate rehabilitation should not last longer than 90 days on each unit during the construction period. In other words, the kitchen and bathroom cabinets and sinks, electrical renovation, water heaters, 504 upgrades, and wall removals will be occurring on the developments. The resident will be required to move, since the work to be performed includes the extensive renovation of the tile floor, painting, reworking plumbing, etc. At the end of the relocation, tenants will be allowed the opportunity of the right to return to the property. There may be some additional tenants, based on individual qualifiers, that may be offered the opportunity of additional housing opportunities for permanent relocation or housing at alternative sites or use of the Voucher.

The ADA (Section 504) renovation requires temporary relocation for those families in those units that are undergoing substantial renovations to convert the units to full 504 accessibility standards. The families may require a temporary/permanent relocation to another unit. Tenants will be provided the services as required under the Uniform Relocation Act (URA). It is anticipated that some residents may be relocated through the Housing Choice Voucher (if necessary) since demolition/disposition are part of the proposed actions. In the cases where construction will be scheduled to occur on vacated units in the development- the HAS will start holding vacancies once the plans are approved for renovation/demolition to ensure adequate vacancies at the development to start the process and the impact will be minimal when most of the families, will remain on the development and just moved to an alternate unit that has or has not been renovated during the process.

It is not anticipated, but some residents may extend past the 12 months, although it is estimated that this will be the exception to the process for rehabilitation- since the construction schedule is generally a 9- to 12-month period. Should the rare occasion occur that the relocation extends past the 12- month period, the tenants who are temporarily relocated in excess of 12 months will be offered permanent relocation

assistance at that point under the URA in accordance with Appendix 4 of Notice H 2016-17/PIH 2016-17. If the relocation extends past the 12- month period, the family will also be offered the opportunity for voluntary permanent relocation under the PIH notice 2016-17. Since RAD is a higher standard and will meet all Section 18 requirements, HAS will use RAD notices and RAD implementation requirements.

After redevelopment, the entire site will consist of the same configurations, therefore no family will be displaced as a result of unit size changes. Based on HAS's needs for the community, the following is the current bedroom size configuration by development and the ending configuration after rehabilitation/redevelopment:

Property Name	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Total
Bolivar Road Apartments currently		30	0	1	0	0	81
Bolivar Road Apartments after redevelopment/rehab		18	33	20	8	2	68
Glenwood currently		0	13	20	0	0	33
Glenwood after redevelopment/rehab		0	13	20	0	0	33
Scattered currently		0	16	16	0	0	32
Scattered after redevelopment/rehab		0	16	16	0	0	32
Circles currently		5	22	3	0	0	20
Circles after redevelopment/rehab		5	22	3	0	0	20
Dogwood Square currently		24			0	0	24
Dogwood Square after redevelopment/rehab		24	0	0	0	0	24
Cedarbrook currently		24	32	16	8	0	80
Cedarbrook after redevelopment/rehab		24	32	16	8	0	80
Villa Marie currently		3	15	10	4	0	32
Villa Marie after redevelopment/rehab		3	15	10	4	0	32

With respect to both temporary and permanent displacements, the HAS relocation plan will use the recommended notices as contained in the RAD Relocation Notice H 2016-17/PIH 2016-17. HAS is not to use the Notice of Non-displacement or Notice of Eligibility for Relocation Assistance from Handbook 1378 as referenced in previous relocation plans. The HAS will make revisions to ensure compliance with Notice H 2016-17/PIH 2016-17 and notices.

HAS will document that each household to be permanently displaced was first offered the choice to voluntarily accept permanent relocation and waived their right to return. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, all residents will be offered the right to return upon completion of the rehabilitation.

HAS determined that families would be relocated at least once during the multi-phased undertaking of redeveloping the sites. The mandatory transfers to other available

housing programs or converted stock will initially be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation or new construction.

HAS will make every effort to minimize the impact of relocation on the resident population. HAS will use staff and contractors to assist the families with the temporary or permanent relocation- and families have the right to return upon completion. HAS is undertaking the revitalization of developments that are needed to preserve the limited affordable housing stock, reverse the continuing decline of public housing and allow the revitalized property to compete in the community for qualified residents.

HAS has involved and informed residents from the very beginning in the program of the conversion under RAD, LIHTC, or alternative undertakings and has sought input into the plan. HAS has kept and will continue to keep residents current on its plans for the developments. To date these activities have included meetings, workshops, public notice, revisions in the Agency Plan, notification to HUD, and working with the resident groups and this has proven particularly helpful in bringing tenants' views into consideration on a timely basis. HAS prepared a resident questionnaire (survey) and will use it to solicit and consider tenants' views on the program's impact and any special needs.

HAS has fully considered the resident's views on the redevelopment and especially in the relocation of tenants from the developments. The HAS will utilize the staging of the construction/redevelopment of the program as an important method in which the temporary or permanent relocation of tenants can be achieved with minimum disruption to the residents. Existing public housing, non-revitalized units on the site will be available to provide the resource for many if not all the residents to relocate. Upon completion, those residents temporarily relocated will return to the unit and/or building/development whenever possible. HAS intends to use vacancies arising in its inventory of the apartments in the development so that it may create a meaningful temporary relocation resource. Priority for any relocation will be given to those families that must be relocated to remain in the same development.

HAS will pay for the relocation cost to move residents on a temporary/permanent basis. HAS will pay those eligible relocation costs, including utility transfers in accordance with the Uniform Relocation Act for the relocation of residents under the RAD program. Although it is not anticipated that many vouchers will be required for relocation, if it is required, HAS will assist residents with the program requirements, assist them in finding an available Section 8 unit, and further assist them to remain in Section 8 housing through the mobility-counseling program. In the case of Tenant Protection Vouchers, HAS will provide extensive workshops and technical assistance to help residents making the transition to the Voucher Program. All the relocation will be conducted in accordance with the rules of the Uniform Relocation Act and PIH notices governing this proposed action.

HAS is using funding assistance from the tax credit program and other allowable program funds for the renovations and redevelopment of this site. All families residing on the site will remain eligible for the site. In addition, no resident will be relocated until such time as funding is fully secure to begin and funding is available for that phase of the relocation, rehabilitation/construction, and counseling requirements.

Information and Consultation

HAS provides residents with a general information notice advising them of the possible affects of proposed action.

Residents required to relocate due to renovation construction work will receive certain benefits in the form of notices, advisory and counseling services, and housing assistance payments as appropriate. HAS will follow the notices, services and payments as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (also known as the Uniform Relocation Act, or "URA") for the program funded. The policies and procedural requirements of the URA as applied to HUD-funded programs are consolidated in HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition", PIH 2014-17 RAD Relocation, and other requirements will be followed by the HAS.

Generally, the following notices, counseling and benefits will apply to this project. The timing of notices and services, and the levels of benefits may vary depending on the nature and timing of specific project and phasing activities, and the rules associated with various types of funding.

Notices

The following notices will be provided to residents in developments scheduled for rehabilitation under the redevelopment subject to the URA:

The RAD Information Notice must do the following:

- *RAD Information Notice (RIN)* MHA has provided the RAD Information Notice to residents at the very beginning of the RAD conversion planning process in order to convey general written information on potential project plans and residents' basic rights under RAD, and to facilitate residents' engagement with the PHA regarding the proposed RAD conversion. The MHA has provide a RAD Information Notice to all residents of a Converting Project prior to the first of the two meetings with residents required by the RAD Notice, Section 1.8.2, and before submitting a RAD Application. This RAD Information Notice shall be provided without regard to whether the PHA anticipates any relocation of residents in connection with the RAD conversion.

- *General Information Notice (GIN).* MHA has notified residents of its decision to convert to RAD and to apply to agencies for redevelopment funding. The MHA will bring this notice more current as other activities and the approval process takes place. MHA will further provide the residents with an updated *General Information Notice once all components are approved and in place.* This notice explains the nature of the proposed project, description in general terms of the relocation assistance that MHA will make available to residents, and explain the proposed timetable for relocation. The notice further states that the HAS will provide all residents with comparable replacement housing and urge them not to move. MHA will further update the notice since the timing of the original notice may not have the sustaining impact and more current notices will vary depending on local circumstances, project timing and phasing, and other considerations such as the opinion of the HAS regarding the adequacy of known information about the project. The notice will be made in accordance with Relocation Handbook 1378, and applicable statutes and regulations.

- *Notice* of Intent to Acquire- *Non-displacement, or Notice* of *Eligibility for Relocation Assistance.* As soon as feasible following HUD approval of the HAS's final approval of the RAD or Revitalization Plan, whichever comes first, the HAS will provide residents with a more specific notice of their rights. Residents who will move temporarily will receive a Notice of Non-displacement. This document will inform residents of the specific relocation services and benefits to which they are entitled, when they will receive those services and benefits, and any procedures that must be followed to obtain them. This notice will again advise residents not to move.

- Thirty Day Notice. No resident to be temporarily displaced will be required to move unless the household has first received at least 30 days written notice of the earliest date the family will be required to move. The 30 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This would be the primary notice used on Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road since it is anticipated residents will be out of the unit for less than 12 months.

- *Ninety Day Notice.* No resident to be permanently displaced will be required to move unless the household has first received at least 90 days written notice of the earliest date the family will be required to move. The 90 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This will be the notice that is used if and when the redevelopment would exceed 12 months- since it will be considered permanent relocation with a right to return. Note: Permanent Relocation

Assistance: permanent relocation would require that HAS to offer alternative housing options in accordance with Section 6.10 of the Relocation Notice. The HAS cannot require a resident to accept permanent relocation: the resident must voluntarily relinquish their right to return in writing as being given at least 30 days to consider the HAS's offer. The RAD program requirements in this area can exceed the URA and the URA requires three but not less than one comparable housing option once a person is permanently displaced (i.e., after one year and one day). If HAS knows from the beginning that residents are going to be permanently moved and not return, the HAS must follow the requirements of Section 6.10 of the RAD Relocation Notice and offer the resident an alternative housing offer that persuades the resident to voluntarily relinquish their right to return in writing. HAS cannot require permanent relocation; the resident must choose this voluntarily.

Advisory Services and Counseling

Relocation advisory services will include one or more personal interviews with each household. Typically, the HAS will survey residents early in the process to determine each household's general relocation needs, and then provide additional counseling, services and information as specific issues are identified. The HAS will have plans and processes in place to communicate with families who are not proficient in English, and with people with disabilities.

At minimum, HAS's advisory services and counseling will:

- determine the needs of individual families;
- explain the availability of relocation benefits and services, including the eligibility requirements, the procedures for obtaining benefits and services, and the amount of the replacement housing payment, if any;
- explain the timetable for temporary relocation or permanent displacement;
- advise the family of specific comparable replacement dwellings that will be available;

Moving Expenses

Relocating residents are entitled to payment for their actual moving and related relocation expenses, so long as those expenses are reasonable. The payment must include expenses for:

- transportation to replacement dwelling;
- packing, moving and unpacking furniture and family belongings;
- storage for a period not to exceed 12 months;
- disconnecting, dismantling, moving and re-assembly of household appliances;

- utility hook-ups, including re-installation of telephone and cable service;
- insurance against loss of personal property during the move, or the replacement value of any property lost, stolen or damaged during the move
- credit checks; and
- other reasonable moving expenses.

Relocation Resources

All eligible residents, who are relocated, will receive the appropriate services and benefits required. The HAS relocation resources for the development include: (1) priority for available units at the specific development undergoing the work (2) priority for vacant turnover units of at other HAS developments; and (3) priority for tax-credit and other units available after the redevelopment on the specific site or other HAS sites, (4) priority for the Voucher- whenever needed. HAS will use all available resources to identify and move residents into their desired housing preference. On a limited basis, residents will be offered available housing choice vouchers during the relocation process.

The relocation developments are within reasonable distance to bus lines and services. All sites are to be made handicap accessible and also accessible to shopping areas, employment areas, grocery stores and medical offices.

HAS has addressed the housing issues of disabled families and families with disabled members by proactively making all programs and services available to qualified families. All facilities operated, and programs managed by HAS will be made 504 compliant or at least the minimum number of units will be made 504 compliant. If relocated disabled families are having difficulty in the relocation, HAS will provide for reasonable accommodations to address the issues. HAS has handicapped-accessible units in the public housing program. These units are available in the necessary bedroom sizes. During gathering data on the relocation survey, HAS included a specific area on the survey to assist families and the HAS in identifying special needs of each family. These special needs will be considered in making relocation offers.

(1) Vacant Turnover of Units at Other HAS Sites:

To accommodate all households needing a unit, HAS has prioritized the displaced families as the highest priority for vacant turnover units. HAS provides for this priority in the current Admission and Occupancy Policy (ACOP) and has updated the Administrative Plan to include a priority for relocation by HAS initiatives. The policies are incorporated in the PHA Plan process and remain supporting documents to the PHA Plan.

(2) HAS Developments:

HAS determined that families would be relocated at least once during the multi-phased undertaking of redevelopiment. The mandatory transfers to other available public housing or converted stock will be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation. All families relocating to public housing and other sites will be offered decent, safe and sanitary units that meet the local occupancy codes and UPCS or HQS- depending on the program requirement. All properties are inspected prior to occupancy and before relocation, the units are determined that they meet UPCS or HQS.

(3) Redevelopment Sites:

As the development continues through redevelopment- current residents will be prioritized for returning to the development/unit. Based on the individuals needs and from information gathered during the initial survey data, HAS has designed a plan to address all the family's requests during the relocation process.

Use of Section 8 Vouchers During the Relocation Process

HAS has determined that the HCV Program will be needed for a limited number of families during the relocation activities. HAS has a voucher program of adequate size to address these issues. Relocated families will have priority over current families on the waiting list- if the voucher is needed for relocation and these revisions have already been included in the Administrative Plan. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road, it is anticipated that vouchers will be offered for relocation and HUD is providing tenant protection vouchers.

II. Resident Return and Re-occupancy Policies

HAS has determined that the first choice of many residents of the development site is to remain a part of the community during the process and after the conversion to Project-based Vouchers under RAD or redevelopment. Under RAD, there is no rescreening or re-eligibility requirements; therefore, all families are eligible for the new units after renovation. HAS has presented a method that all families will be provided a tenant survey on the relocation/selection process and will update the survey information prior to relocation, if and when required.

Typically, there is no rescreening. Residents that are temporarily relocated must remain in in compliance with the program (not be terminated) and have the first-priority right of re-occupancy of the revitalized unit at the development. HAS has and will continue to plan collaboratively with residents and other stakeholders to establish the occupancy terms and conditions for the revitalized community as a result of tax-credit funding and other final issues that may arise, but residents still retain the right to return. Relocation activities will not begin until the re-occupancy standards are established, with resident

consultation. Consistent with the goal of maximizing the opportunities for the residents, HAS will also attempt to identify potential obstacles with any re-occupancy and assist with counseling and special services aimed at overcoming any special needs.

HAS does not foresee any imposed conditions on the rights of residents to return to the revitalized site/unit other than being a resident remain in compliance during relocation. It is anticipated that all residents will remain in compliance with these requirements. Any resident that is not in compliance will be notified of non-compliance and given an opportunity to cure the deficiency.

III.Summary of Moving Cost

Temporary Moves

It is anticipated that most, if not all, will have temporary moves which are required for a two-way move. For rehabilitation, the move will be from their current unit to another vacant unit for approximately 90 days and then the family will be moved back to the original unit after rehabilitation is complete.

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same development/complex. (estimated cost of $1,500 movement each way) This is based on relocations at other local PHAs in Springfield. Tennessee, Arkansas and Louisiana.

- Number of and cost amount for two-way moves to a unit not in the same development/complex, carried out by the HAS. (limited number based on the survey)

- Number of and cost amount for two-way moves to a unit not in the same development/complex not carried out by the PHA. (limited number based on the survey)

Permanent Moves

It is anticipated that a limited number of permanent moves will be required on this project. All families are eligible to return, and most will indicate that they want to return to the unit after completion of the rehab.

- Number of and cost amount for one-time moves into another unit in the same building/complex. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA. (limited number of units)

IV. Temporary Relocation Assistance

HAS will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), HAS will send a RAD Notice of Relocation to residents who will be relocated. HAS will use the language outlined in PIH 2016-17 Appendices 3 and 4 sample RAD Notices of Relocation that will to be provided to residents that will be temporarily relocated.

The temporary relocation assistance the HAS will provide for residents is outlined in (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - HAS will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The units will be located in the same development-whenever possible- and HAS will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation at URA levels. It is anticipated the relocation will be for a very short duration; however, should the process become longer, the HAS will provide additional notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since some residents prefer to pack their own personal possessions and items of value, residents will be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the HAS will provide the resident with information on how to request this assistance. In those cases, HAS will assist the resident with the packing. HAS is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. HAS may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.

- Payment for Temporary Relocation Moving Expenses - The HAS generally chooses to do the following:

    - Undertake the moves itself, using force account labor (HAS laborer) or a moving company; or

    - As an alternative to the HAS's contractor or moving company;
        - Reimburse residents for all actual and reasonable moving costs.

The HAS will not make fixed payments since such payments may not be representative of actual reasonable costs incurred.

- Utility Costs - HAS is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, HAS is responsible for covering the expenses involved in transferring existing service. Utilities will be already turned on in the unit and HAS will pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). Although not anticipated, if a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the HAS utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

It is anticipated that there will be some cases of required permanent relocations. When those conditions occur, HAS would use the requirements outlined in PIH 2016-17 as follows:

Based on the local housing resources available, HAS will identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;
- Private-market rental housing (affordable, non-subsidized)

VI. Relocation Budget

Based on the results of the planning process, the HAS has a relocation budget that includes the following components:

1) The cost of administering the plan and providing assistance and counseling.

2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).

3) The cost of the physical move of the residents' belongings.
This physical move cost total is based on the move scenarios anticipated or projected by the resident survey.

4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.

5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).

Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. HAS states that these costs are indicated in the application, or attach any other information required by HUD, to support these costs.

HAS understands that the statutory requirements and protections of the URA cannot be altered or waived by a Relocation Plan. All tenants who are on-site at the time of the required relocation are entitled to URA-level assistance unless eviction for cause is in process or recently completed. Any eviction proceeding that commences after that date may not result in denial of benefits as required under the URA.

Sources of Funding

What sources of funding will be used to pay for relocation activities?

HAS intends to utilize the following sources for funding relocation over the next 3 years:

Program	2020	2021	2022	Total
Operating Funds/Capital Funds	0	0	0	0
LIHTC	578,000			578,000
Total for Relocation	578,000			578,000

VII. Appeal Process

If a resident disagrees with HAS's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the HAS. The Relocation Plan provides the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is

involved). At a minimum, the resident will have 60 days to file an appeal with HAS after receiving written notification of a claim or ineligibility determination.

HAS's relocation plan includes an opportunity for an appeal through HAS's usual grievance procedure, except that the time limit for requesting an appeal may not be less than 60 days after the family receives written notice of the disputed decision.

Households dissatisfied with the outcome of a grievance will be advised in writing of the right to seek further review at the local HUD Field Office. Disputes subject to appeal will include the HAS's determination of eligibility for assistance, including denial of eligibility and determinations of family status as displaced persons, and HAS decisions about the nature, scope and amount of relocation assistance.

VIII. Certification

HAS certifies that it is in compliance with the URA and, if applicable, section 104(d).

Katrina Wolfram
Executive Director

3/3/2020
Date

Exhibit H

APPRAISAL – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

[Provided Under Separate Cover

Exhibit 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	Redevelopment Agreement
Date of Document:	_____, 20___
Grantor:	City of Springfield, a municipal corporation
Grantee:	_____
Legal Description:	See Exhibit A attached hereto.
Please return recorded document to:	City of Springfield Planning and Development Department P.O. Box 8368 840 N. Boonville Ave. Springfield, MO 65801

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

REDEVELOPMENT AGREEMENT BETWEEN

_____

AND

CITY OF SPRINGFIELD, MISSOURI

FOR_____

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20_____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on _____, _____ the Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Redevelopment Plan for the _____Redevelopment Area; and

WHEREAS, on _____, _____ the Planning and Zoning Commission recommended the Amended Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the City Council approved Special Ordinance _____, which approved the Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, MO, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

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

1. Agreement. Developer agrees to perform all work in accordance with: the provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Redevelopment Plan for _____ Redevelopment Area, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

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

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

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of Payments in Lieu of Taxes ("PILOT") that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

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

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

To the City:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

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

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _[title/position]_ of _[name of entity]_, a [corporation/partnership/etc.]_ duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

One-rdg. _____
P. Hrngs. X
Pgs. 131
Filed: 11-24-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-282 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Cedarbrook Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and Staff recommend approval.)

_____

WHEREAS, the City of Springfield, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300-99.660, RSMo (the "Act"), has established the Land Clearance for Redevelopment Authority of the City of Springfield, Missouri (the "Authority"); and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report, attached as "Exhibit 1," and Redevelopment Plan, attached as "Exhibit 2," have been prepared and submitted to the Authority and the Planning and Zoning Commission for their consideration; and

WHEREAS, the Redevelopment Area for purposes of this Ordinance is described in "Exhibit 1"; and

WHEREAS, after duly considering the Blight Report and Redevelopment Plan, at its November 17, 2020, meeting the Authority approved a recommendation of the Blight Report by a vote of 4 to 0, and approved the Redevelopment Plan by a vote of 3 to 0, with one abstention; and

WHEREAS, the Redevelopment Plan was presented to the Planning and Zoning Commission on November 19, 2020, which voted to recommend approval of the Redevelopment Plan 9 to 0; and

WHEREAS, City Council held a public hearing on November 30, 2020, for which notice was properly given in accordance with the law, and all interested parties were given the opportunity to be heard.

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

Section 1 – It is hereby found, determined, and declared that the Cedarbrook Apartments Public Housing Redevelopment Area (the "Area"), which is more particularly described in the Blight Report, which is attached hereto as "Exhibit 1" and incorporated herein by this reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the Area is therefore blighted. It is further found that this is an area that is appropriate for the undertaking of a redevelopment project in conformance with the Redevelopment Plan described in "Exhibit 2."

Section 2 – The Redevelopment Plan described in "Exhibit 2," which is attached hereto and incorporated herein by this reference, is hereby found to be a feasible and reasonable plan for the redevelopment of the Area and is in conformity with the general plan for development of the City and is an appropriate plan for the clearance, reconstruction, rehabilitation and renewal of the entire Area, and for future land uses. The Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo, and is hereby adopted by City Council.

Section 3 – The City Manager or designee is authorized to enter into an agreement in substantial conformance to "Exhibit 3," which is attached hereto and incorporated herein by this reference, and to take such further action as may be required of the City to comply with the Workable 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 2020-282

FILED: 11-24-20

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To approve a redevelopment plan submitted by Keystone Family Homes, LP, for the Cedarbrook Apartments Public Housing Redevelopment Area, which consists of approximately 7.6 acres located along the west side of North Cedarbrook Avenue between East Chestnut Expressway and East Pythian Avenue; to declare the Area to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority ("LCRA") may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted.

Keystone Family Homes, LP, has submitted a blight report and redevelopment plan for the proposed Cedarbrook Apartments Public Housing Redevelopment Area. The Area consists of a single 7.6-acre parcel located along the west side of North Cedarbrook Avenue between East Chestnut Expressway and East Pythian Avenue (811 North Cedarbrook Avenue), which comprises 7.6 acres and contains the Cedarbrook Apartments, an 80-unit public housing development that was constructed in 1971 to provide decent and safe rental housing for eligible low-income tenants.

This Ordinance will approve three things – a finding of blight, approval of a redevelopment plan and authorization of an agreement between the City and the developer regarding the redevelopment and provision of property tax abatement.

Blight Study

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, 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.

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes.

The Report states that the presence of these conditions hinders the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare. Staff reviewed the Blight Report and concluded that it does sufficiently demonstrate that the Redevelopment Area qualifies as a blighted area, exhibiting a predominance of blighting conditions in its present condition and use.

Under insanitary and unsafe conditions, the Report notes environmental conditions present in all buildings within the Redevelopment Area (asbestos in ceiling texture, floor tile mastic, and sheetrock joint compound) and deteriorating sanitary sewer pipes. The photos provided in the blight report show older structures with significant wear and tear, and poor attempts to repair the damage. The Blight Report also notes that according to the 2019 Springfield Police Department “Calls for Service” records, the total calls for service from the Bolivar Apartments were 11% higher than calls for all residential units of the City of Springfield.

In conclusion, the Blight Report does provide adequate evidence of a predominance of blighting factors resulting in the negative outcomes required to meet the statutory blight definition.

<u>Redevelopment Plan</u>
The Redevelopment Plan proposes to completely rehabilitate the existing apartment buildings and management office, both the interior and exterior, as well as make various site upgrades. Proposed renovations include, among others, replacement of doors, windows, and siding; upgrades to electrical, plumbing, and mechanical systems; lead-based paint and asbestos remediation; modifications for ADA-accessibility; and parking lot upgrades. In addition to rehabilitating the existing improvements, the Plan proposes construction of a community building for tenant use. The site will maintain the same number of dwelling units (80) following completion.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole.

1. The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive Plan* designates the land within and surrounding the Redevelopment Area for Medium- or High-Density Residential Housing. This land use designation includes all types of multi-family residential housing with densities greater than six dwelling units per acre. The Plan recommends this

type of land use be located where there is good traffic access, preferably along arterials and collectors. It also recommends that it be located between low-density housing and non-residential land uses, as well as near high-amenity areas.

The Redevelopment Plan satisfies these recommendations by proposing to rehabilitate an existing multi-family residential development located along a section of North Cedarbrook Avenue (a secondary arterial street) that intersects with East Pythian Avenue (a collector street) to the north and East Chestnut Expressway (and expressway) to the south. The Redevelopment Area is also served by public sidewalks with access to public transit via a nearby City Utilities bus stop and is in close proximity to Glenwood Park to the south and Cooper Park to the northwest. Furthermore, the existing multi-family residential development serves as a buffer separating the single-family residential and the much more intense industrial land uses to the east.

2. Many of the planning principles, objectives, and recommendations discussed in the *Neighborhoods Element* of the *Springfield-Greene County Comprehensive Plan* are focused on promoting continuous reinvestment and preservation of housing within established neighborhoods, eliminating blight, and encouraging a variety of housing types including single-family detached, townhouses, and apartments. The *Neighborhoods Element* also recommends the City continue to utilize programs and funding sources to help meet the housing needs of low-and moderate-income families and individuals. Such programs are helpful in maintaining the housing stock and provide a “safety net” for individuals in need in the neighborhoods.

   The Redevelopment Plan conforms with these recommendations by proposing to rehabilitate an existing low-income public housing development located within an established neighborhood. In addition to improving and maintaining much needed low-income housing for years to come, the proposed rehabilitation will benefit the surrounding neighborhood by addressing blighting conditions, the impacts of which can extend beyond the boundaries of the Redevelopment Area. Partial real property tax abatement per the Land Clearance for Redevelopment Authority Law is one program the City can utilize to encourage and facilitate the provision of housing for low-and moderate-income families and individuals.

<u>Economic Development Incentives Policy</u>

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*. Those policies are provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the *City of Springfield*

Comprehensive Plan.

2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS: The LCRA reviewed the Redevelopment Plan on November 17, 2020 and recommended the Redevelopment Plan be approved by a vote of 3 to 0 with 1 abstention. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on November 19, 2020 and recommended approval by a vote of 9 to 0. Staff recommends approval.

Submitted by:

Sarah Kerner

Sarah Kerner, Economic Development Director

Mary Lilly Smith

Mary Lilly Smith, Director

Jason A. Gage

Jason Gage, City Manager

Exhibit 1

DATA AND ANALYSIS OF CONDITIONS
REPRESENTING A "BLIGHTED AREA"

FOR THE

CEDARBROOK APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

OCTOBER 13, 2020 (UPDATED)





DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

CEDARBROOK APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

October 13, 2020

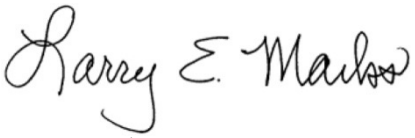
To Whom It May Concern:

Reference is made to the accompanying "Data and Analysis of Conditions Representing a 'Blighted Area' for the Cedarbrook Apartments Public Housing Redevelopment Area" in Springfield, Missouri prepared by the undersigned.

Please be advised that, based upon the results of the above referenced study, the undersigned has determined that the area described in the study (the "Redevelopment Area") is a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statutes, as amended.

The Redevelopment Area suffers from a multitude of physical, social, and economic deficiencies including insanitary or unsafe conditions, deterioration of improvements, factors which endanger life or property by fire and other causes, and these conditions are conducive to retardation of the provision of housing accommodations, economic liability, social liability, and are a menace to the public health, safety, morals or welfare.

DEVELOPMENT STRATEGIES, INC.
Real Estate, Community and Economic Development Consultants



Larry Marks, AIA, AICP
Principal

TABLE OF CONTENTS

1.0 INTRODUCTION 1

- STUDY AREA 1
- EXISTING DEVELOPMENT 2
- EXISTING ZONING 2
- NEIGHBORING DEVELOPMENT 2
- DATA GATHERING METHODOLOGY 2

2.0 SUMMARY AND CONCLUSIONS 3

- SUMMARY 3
- FINDING OF BLIGHT 5

3.0 BLIGHTING FACTORS 6

- INSANITARY OR UNSAFE CONDITIONS 6
- DETERIORATION OF IMPROVEMENTS 6
- FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES 7
- RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS 7
- ECONOMIC LIABILITY 8
- SOCIAL LIABILITY 9
- MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE 10

EXHIBITS

- AERIAL PHOTOGRAPH 1

APPENDIX

- PHOTOGRAPHS OF BLIGHTING CONDITIONS ..... A
- LEGAL DESCRIPTION ..... B

1.0 INTRODUCTION

STUDY AREA

Development Strategies was tasked with a study of the Cedarbrook Apartments Public Housing Redevelopment Area (the "Redevelopment Area" or "Area"), which is a single parcel (Parcel Number 1216302040) containing approximately 7.60 acres in Springfield, Missouri (the "City"). The Redevelopment Area is located at 811 North Cedarbrook Avenue in the northern portion of the City of Springfield (see ***Aerial Photograph*** of Redevelopment Area). The Redevelopment Area in bounded to the north by the southern property line of the Evergreen Apartments, N. Cedarbrook Avenue to the east, vacant land to the south, and to the west by the eastern property lines of single family residences that front on N. Burton Avenue.



CEDARBROOK APARTMENTS
SPRINGFIELD BLIGHT STUDY
811 N Cedarbrook Ave
Springfield, Greene County, Missouri 65802

DEVELOPMENTSTRATEGIES®
October 2020

EXISTING DEVELOPMENT

The Redevelopment Area contains approximately 7.60 acres of land. The Area currently contains a total of 80 residential Units (24 one-bedroom units, 32 two-bedroom units, 16 three-bedroom units, and 8 four-bedroom units) containing a total of nearly 68,000 rentable square feet. In addition, there is a one-story office/maintenance building on the site.

EXISTING ZONING

The Redevelopment Area is zoned R-MD (Medium-Density Multifamily Residential District). The existing residential develop is a legal conforming use.

.

NEIGHBORING DEVELOPMENT

The Redevelopment Area is surrounded by a variety of uses. To the immediate north is the Evergreen Apartments. To the east, across N. Cedarbrook Avenue are a variety of warehouse and office businesses. To the south are a vacant tract of land and Glenwood Park.

DATA GATHERING METHODOLOGY

This study of the Redevelopment Area has been conducted and complies with the specific requirements of Section 99.320(3), as amended.

In addition to Development Strategies independent research, information was provided by the proposed developer BGC Advantage, as well as the following sources:

- Appraisals of all Keystone Homes properties prepared by the Gill Group
- Oke-Thomas +Associates architects
- The Snyder Construction Group
- Phase II site environmental studies by Spectrum Environmental, Inc.
- Asbestos inspections provided by Security Storage Service, Inc.
- Lead-based paint inspections by Environmental Works, Inc.
- Crime reports provided by the Springfield Police Department
- Sanitary sewer survey prepared by Borrel Engineering

A site visit was also conducted during October, 2020. Photographs from this visit are contained in Appendix A.

2.0 SUMMARY AND CONCLUSIONS

SUMMARY

This document undertakes, first, to identify those particular factors that might constitute and contribute to an overall, area-wide blighted condition and then, second, to make an objective determination whether or not those factors in aggregate justify a finding that the Redevelopment Area is blighted pursuant to Section 99.320(3), RSMo, which defines a blighted area as one that:

> *... 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[.]*

Based on the research conducted by Development Strategies' staff, and information obtained from various records of the City of Springfield and the developer (BGC Advantage), the Redevelopment Area is "blighted" by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare. Key factors in reaching this determination of blight are summarized below and described in greater detail in the following sections of this report.

Insanitary or Unsafe Conditions

- The structures in the Cedarbrook Apartments Public Housing Redevelopment Area were built in 1971. As a result they suffer from environmental problems that are typical of that construction period including contamination associated with asbestos.
- The property suffers from significant deterioration of its sanitary sewer system requiring repairs and replacement.

Deterioration of Site Improvements

Thirty-five years of age is generally used as criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. As a result of age the apartments systems are at are near the end of their useful life and need replacement. Needed improvement include:

- Exterior apartment buildings deficiencies – Siding that needs to be removed and replaced for all units, roofing shingles that need to be removed and replaced, windows that need to be replaced, and lack of adequate lighting at the front and rear of all units.
- Interior apartment units deficiencies – Electrical wiring that is not up to current code requirements, deteriorated flooring that needs to be replaced (many with asbestos concerns), interior doors and hardware that needs to be replaced, walls that need to be repaired and painted, insulation added to attics to provide adequate energy efficiency and comfort, new appliances (washer, dryer, and water heater) in all units to replace old and inefficient appliances, new furnaces and condensing units for all units to replace old and inefficient units, and the provision of broadband infrastructure currently missing for all units.
- Restriping of parking with designated spaces and signage for disabled individuals

Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

- Lack of adequate fire detectors in units
- Lack of adequate CO2 detectors in units

Retardation of Provision of Housing Accommodations

- Need to retain essential affordable housing
- Need to provide ADA accessible residential units

Economic Liability

- Essential to provide comprehensive reinvestment to sustain viability of apartment complex and economic viability of neighborhood,
- Need to overcome inability to pay reasonable taxes

Social Liability

- Need to provide accessible units to meet increasing demand of individuals with disabilities
- Lack of essential broadband access
- Need to address level of crime associated with apartment complex
- Need to enhance tax generation to provide social services for City of Springfield, Greene County, and other taxing jurisdictions

Menace to the Public Health, Safety, Morals, or Welfare

- Need to address environmental contamination by removal of asbestos
- Need to repair and replace sanitary sewer system
- Need to provide code compliant fire and CO2 detectors in residential units

FINDING OF BLIGHT

As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

3.0 BLIGHTING FACTORS

As described below, the Redevelopment Area suffers from insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

INSANITARY OR UNSAFE CONDITIONS

Asbestos Contamination – A May 2020 report by Security Storage Service, Inc., cited the presence of asbestos throughout the Bolivar Apartments. Specifically noted were:

- Ceiling texture in all buildings
- Black floor tile mastic in all buildings
- All sheetrock joint compound in all buildings

It is important to note that the report states that "This is not an all-inclusive list as other suspect items may be discovered during renovation/demolition." Given the age of the buildings, this is a reasonable assumption.

Deteriorating Sanitary Sewers – The existing cast iron sanitary sewers in the Redevelopment Area are nearly 50 years old and were predominately found to be rusted, plugged, cracked, and in many cases under water according to a survey and report prepared by Borrel Engineering, LLC. Their recommendations included the replacement of the sanitary sewer pipes with the addition of cleanout extensions at several locations.

DETERIORATION OF IMPROVEMENTS

Building Improvements -- Although the age of a building does not automatically constitute a blighted condition, older structures, unless well maintained and updated regularly, tend to have problems with their electrical and mechanical systems, and often suffer from deferred maintenance, functional obsolescence, and gradual overall deterioration. Such is the case in the Redevelopment Area. The current structures were built in 1971, making them significantly older than 35 years old, which is generally used as criteria for identifying older buildings that are likely to experience electrical and mechanical problems, and a tendency for gradual overall deterioration. While the Housing Authority has maintained the existing units, no significant comprehensive renovation has occurred during the last fifty years. As a result, a number of building items are at or near their useful life. Based on an analysis by Oke-Thomas + Associates architects, the following

improvements need to be addressed:

Building Exteriors:

- All exterior siding needs to be removed and replaced
- Roof shingles need to be replaced
- All existing windows need to be replaced
- New wall mounted lighting needs to be added at the front and back of all units to provide safety and security.

Building Interiors:

- Electrical wiring in units does not meet current code standards and needs to be upgraded.
- Existing flooring in all units needs to be replaced (also an asbestos concern)
- All existing interior doors need to be replaced with new hardware added
- Existing insulation is inadequate and provide with R-43 insulation in all attics
- Interior walls need to repaired and painted
- For all units, existing washers and dryers are old and are not energy sufficient and need to be replaced with new energy efficient appliances
- For all units, existing water heaters are old and are not energy efficient and need to be replaced
- For all units, existing split system furnaces and condensing units are old and not energy efficient and need to be replaced
- Broadband infrastructure is missing and needs to be provided with for each dwelling unit consistent with the Federal Communication's requirements

Site Improvements – Existing parking needs to be restriped with accessible parking spaces designated and parking signage provided.

FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Lack of Adequate Fire Warning system – Based on an inspection by Oke-Thomas + Associates architects, the smoke detectors in each residential unit are not up to current codes. There is a lack of detectors associated with bedrooms and electrical wiring for detectors needs to be upgraded. The lack of adequate detectors with battery backup creates a situation where a fire can get out of control before someone can catch a fire in its early stage.

Lack of Adequate CO2 Detectors – CO2 can be difficult to detect and potentially deadly. Existing units need to be brought up to code for this type of detectors.

RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS

Provision of Essential Affordable Housing -- The residential units currently available in the Cedarbrook Apartments provide essential affordable housing that is badly needed and in short supply in the City of Springfield. However, without addressing the blighting factors discussed in this report the provision of this essential affordable housing is questioned.

Lack of ADA Accessible Units – Accessible units for disabled individuals are always in short supply, especially affordable units. As the population of Springfield ages and more individuals are dealing with medical issues and disabilities, the need for accessible units will be even more critical. There are currently no fully accessible units at the Cedarbrook Apartments. Base on the number of units at the apartments, four accessible units are required, with two units needed for tenants requiring visual and auditory enhancements. All disabled units needed to meet ANSI requirements including Americans with Disabilities Act (Title III), 2010 ADA Standards for Accessible Design, and Section 504 of the Rehabilitation Act of 1973 – 24 CFR 8.

ECONOMIC LIABILITY

Need for Substantial Reinvestment -- As a result of the blighting factors previously discussed, the Redevelopment Area constitutes an economic liability. The City of Springfield that must rely on continued revitalization and reinvestment in its existing buildings and neighborhoods. The Cedarbrook Apartments Public Housing Redevelopment Area are at a point in their life cycle where significant reinvestment is need for the apartments to provide sustained viability. Without this investment the economic viability of the surrounding neighborhood will be negatively impacted.

Inability to Pay Reasonable Taxes -- The Cedarbrook Apartments are currently owned by the Housing Authority of the City of Springfield. As a result, the property is tax exempt. There is currently a PILOT agreement with the City of Springfield, Greene County, Springfield R12 Schools, Springfield Workshop, OTC and the Collector of Revenue that generates a little over $9,000 (approximately $113/unit), which is significantly below what real estate taxes would be if the property were fully assessed (currently estimated at least more than $28,000 ($346 per an appraisal conducted by the Gill Group). However, when improvements are made it could be anticipated that the taxes per unit would be significantly higher. Eliminating the blight in the Redevelopment Area would represent an investment that could allow new private ownership to pay reasonable taxes, if and when any agreed on incentives cease.

SOCIAL LIABILITY

The Redevelopment Area has also become a social liability, by virtue of the previously discussed blighting factors and the following considerations.

Lack of ADA Accessible Units -- The lack of ADA-compliant units and inadequate site improvements within the Redevelopment Area is a social liability This is especially important given the number of growing elderly population as the Baby Boomers age. According to the U.S. Census Bureau, more than one in five individuals in the United States is considered to have some level of disability and one in eight individuals is considered to be severely disabled.

Lack of Broadband Access – None of the existing units currently have access to broadband infrastructure within their units. This lack of service is hampering the ability of tenants to access essential information and services necessary for daily life.

Lack of Community Center – To serve the residents of an apartment complex this size, it is typical to provide a community center. To meet this need, a new community center is to be constructed in full compliance with ADA standards.

Crime – According to the 2019 Springfield Police Department "Calls for Service" records, the total calls for service from the Cedarbrook Apartments averaged 1.43 calls per residential unit, while the calls for all of the City of Springfield averaged 1.56 calls per unit.

It is important to note that the calls for criminal activity represented 41% of all calls for the Cedarbrook Apartments (.59 per unit), while similar calls for the City of Springfield represented 27% (0.42 calls per unit).

Lack of Adequate Tax Generation for Public Services – As a result of the non-profit taxing status of the Springfield Housing Authority, the taxes available to support badly needed public services (such as schools, libraries, health services, police and fire protection, etc.) for the City of Springfield, Greene County, and other taxing districts, are diminished compared to similar projects that are privately owned.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE

As a result of the previously discussed blighting factors, the Redevelopment Area has also become a menace to the public health, safety, morals, or welfare resulting from:

- The presence of asbestos associated with the residential units of Cedarbrook Apartments.
- The lack of current code compliant fire and CO2 detectors for residential units
- Higher than average criminal activity statistics for the Cedarbrook Apartments.
- Presence of a deteriorated sanitary sewer system serving the Cedarbrook Apartments.

APPENDIX A

PHOTOGRAPHS OF BLIGHTING CONDITIONS

View of mismatched and dated siding, broken screen, poor landscape condition, and dated air conditioning condenser units



View of dated and mildewed siding



View of dated building exterior and damaged window blinds



View of dated exterior and overgrown landscape



View of damaged doorframe and inadequate railing condition



View of dated building exterior, damaged brickwork, and poor drainage/landscaping



View of worn parking lot conditions



View of dated building exterior and worn landscape and exterior seating



View of typical trash dumpster condition



View of poor landscaping and site drainage



View of outdated and worn playground equipment



View of outdated and worn playground equipment and hazardous safety situation



APPENDIX B

LEGAL DESCRIPTION OF CEDARBROOK APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

TRACT X: (811 N. Cedarbrook Ave)
ALL OF LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), SPRINGFIELD INDUSTRIAL PARK THIRD ADDITION ,IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit 2

REDEVELOPMENT PLAN

FOR THE CEDARBROOK APARTMENTS PUBLIC HOUSING REDEVELOPMENT

AREA SPRINGFIELD, MISSOURI

October 28, 2020

Redevelopment Plan

I. Introduction:

BGC Advantage, L.L.C., ("BGC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Keystone Family Homes, LP. The sites below have been combined and will be financed together in order to make the project financially feasible. There will be 5 units demolished at the Bolivar Road site. The overall project being financed is 297 units. Total development costs, total units, and total funds are impacted by all of the Redevelopment Plans.

SITE NAME	ADDRESS	NO. OF UNITS
Glenwood Apartments	722 E Glenwood	33
Scattered Apartments	1633, 1635, 1639, 1641, 1643, 1645 North Delaware	32
	714, 716, 722, 724, 730, 732, 736, 738 West Edgewood	
	2628, 2630 S Grant Ave.	
	1405, 1407, 1411, 1413, 1417, 1419, 1423, 1424 E High St	
	809, 811, 815, 817, 823, 825, 915, 917 West Sunset	
Circles Apartments	1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware	20
	405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct	
Dogwood Square Apartments	800 Block S. Campbell	24
	800 Block S. Patton	
	300 Block W. Madison	
Cedarbrook Apartments	811 N. Cedarbrook Ave	80
Villa Marie/Norton Road Apartments	1000 Block E Villa Marie / Norton Rd.	32
Bolivar Road Apartments	2336 N Bolivar Rd & house located at 2301 N Fort	81
	TOTAL UNITS 302	

Keystone Family Homes, LP, a Missouri limited liability company (the "***Developer***"), has prepared the following plan (the "***Redevelopment Plan***") for the redevelopment of 7.60 acres in Springfield, Missouri. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area built in 1971 and replacing it with an attractive and well-constructed neighborhood development consisting of eighty (80) residential units and one (1) existing non dwelling building, in addition to one (1) non-dwelling community building to be built (the "***Project***"). The Development, located at 811 N. Cedarbrook Ave., will include 22 buildings that serve as an apartment complex and will consist of 80 Units, with the following breakdown: 24-One Bedroom Units, 32-Two Bedroom Units, 16-Three Bedroom Units, and 8-Four Bedroom Units. The project will serve very low-income families with rents based on the residents paying no more than 30% of their adjusted income. The rents will be set by the US Department of Housing and Urban Development. These will be restricted and will have a contract for project-based vouchers as follows:

Unit Type	#of Units	Monthly Rent
1 BR – RAD	24	$491
2 BR- RAD	32	$638
3 BR- RAD	3	$786
3 BR – 110% FMR	13	$1,106
4 BR – 110% FMR	8	$1,254

The project will have the appearance of low rise multi family structures through thoughtful design that considers the character of the existing neighborhood. The property is made up of one-story homes and townhouses. The Project will provide housing for approximately 80 families. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $2.79 million of the total development cost for this project to redevelop the site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are twenty (20) residential buildings, one (1) existing non dwelling building, and one (1) non dwelling community building to be constructed, in the Redevelopment Area. The existing development was built by HAS. Keystone Family Homes, LP, will acquire the property with HUD's approval. The project is being renovated, if approved by the City for a Redevelopment through the Rental Assistance Demonstration Program ("RAD").

A RAD

RAD was created to give public housing authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $26 billion-dollar nationwide backlog of deferred physical needs. RAD also gives public housing authorities the opportunity to enter into long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to **leverage public and private debt and equity in order to reinvest in the public housing stock**. This is critical given the backlog of public housing capital needs - estimated at over $35 billion. There is an estimated $18,281,762 total of physical needs at the Keystone Family Homes of which includes Cedarbrook Apartments Public Housing. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. **This ensures that the units remain permanently affordable to low-income households**. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, **maintain the same basic rights** as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD **maintains the ongoing public stewardship** of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. HAS will continue to own the ground and lease it to the partnership. The HAS's nonprofit, Breckenridge Development Services, Inc., is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, **relying on shifting existing levels of public housing funds to the Section 8 accounts** as properties convert.

B. PILOT and PRIVATE INVESTMENT

HAS has had a cooperation agreement that allowed for a Payment in Lieu of Taxes (PILOT); however, in order to leverage the private investment to the property, HAS must take several actions to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day to day operation of the business. With this structure, HAS units remain earmarked for affordable housing, with layer funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the PILOT to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. The organizational structure is such that net cash flow generated will be available primarily to HAS. The project is now in need of the tax abatement assistance through the LCRA to keep the rents low and make the project financially feasible.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains approximately 7.60 acres and is situated on 811 North Cedarbrook Avenue in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which

analysis is based on four indicators: (a) the population statistics show that the lower income cohort is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's LMISD data and the number of foreclosed and vacant housing units, there is an increasing need for decent affordable housing. This is expected to grow at a moderate increase for the next 5 years of over 4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Brendan Griesemer, AICP, on February 10, 2020. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five-Year Plan and Annual Plan and PHA Certifications of Compliance with the PHA Plans and related regulations.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. Type or clearly print the following information:)

Applicant Name:	The Housing Authority of Springfield	
Project Name:	Bolivar Road Apartments &	Glenwood Apartments
Location of the Project:	2336 N Bolivar Road	722 E Glenwood Street
	Springfield , MO	Springfield, MO
Name of the Federal Program to which the applicant is applying:	Low Income Housing Tax Credits	
Name of Certifying Jurisdiction:	City of Springfield, Missouri	
Certifying Official of the Jurisdiction Name:	Brendan Griesemer, AICP	
Title:	Assistant Director Planning and Development Department	
Signature:	Brendan Griesemer	
Date:	2-10-2020	

ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2019-2020 Plan outlines the need for RAD and the investment need for rehabilitation at Cedarbrook Apartments Public Housing Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will be investing an estimated $12,608,775 of equity into a project with a total development costs of $43 million. The sources of funding include:

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	0
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000

2ND MORTGAGE	0
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health – especially considering the fact that the Cedarbrook Apartments Public Housing serve a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Redevelopment Area diminish the public morale and welfare with respect to the perception of this portion of the City.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all of the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what the HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable as a way to provide housing to the very low income.

Due to the condition and layout of the Redevelopment Area, substantial capital investment will be necessary to rehabilitate the remaining structures, build a new center, and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The units will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunity for the City. If the Cedarbrook Apartments Public Housing Redevelopment Area is not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. In order to have safe, sanitary, livable units, blight must be removed, and the area redeveloped as affordable housing serving the very low income. The Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and Section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a neighborhood consisting of 80 residential units and one residential service buildings. The bedroom mix and rents are as follows:

Unit Type	#of Units	Monthly Rent
1 BR – RAD	24	$491
2 BR- RAD	32	$638
3 BR- RAD	3	$786
3 BR – 110% FMR	13	$1,106
4 BR – 110% FMR	8	$1,254

Each building has a unit dedicated to a family dwelling. The appearance of the structures through thoughtful redesign and preservation is key. In total, the project will accommodate up to approximately 80 families. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. There will be front door and back door lights at every unit. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping and architectural/design elements and will incorporate updated design features such as a front porch columns and a new community building.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of 21 buildings, 20 dwelling and 1 non dwelling on 7.60 acres. The development was built in 1971. The acreage is 7.60.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a rehabilitated neighborhood consisting of 80 residential units. The Development located at 811 N. Cedarbrook Avenue, will include 22 buildings that serves as an apartment complex and consists of 80 Units, with the following breakdown: 24-One Bedroom Units, 32-Two Bedroom Units, 16-Three Bedroom Units, and 8-Four Bedroom Units. The land will remain the same. There will be a newly constructed community building in order to provide self-sufficiency and resident services. See the local resident services commitments that were not possible without a larger building to house the programs. (Please see Exhibit "I" Service Enrichment Letters of Support.)

All of the living space will be on the ground floor except for one (1) to two (2) bedrooms and one (1) bathroom on the second floor in the townhome style units. There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. The sidewalks and streets will be updated so units to the extent feasible will be visitable. The new community center will be handicapped accessible. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit "C" and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is, according to the City of Springfield, zoned R-MD, Medium-Density Multifamily Residential District. The subject is a legal, conforming use. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

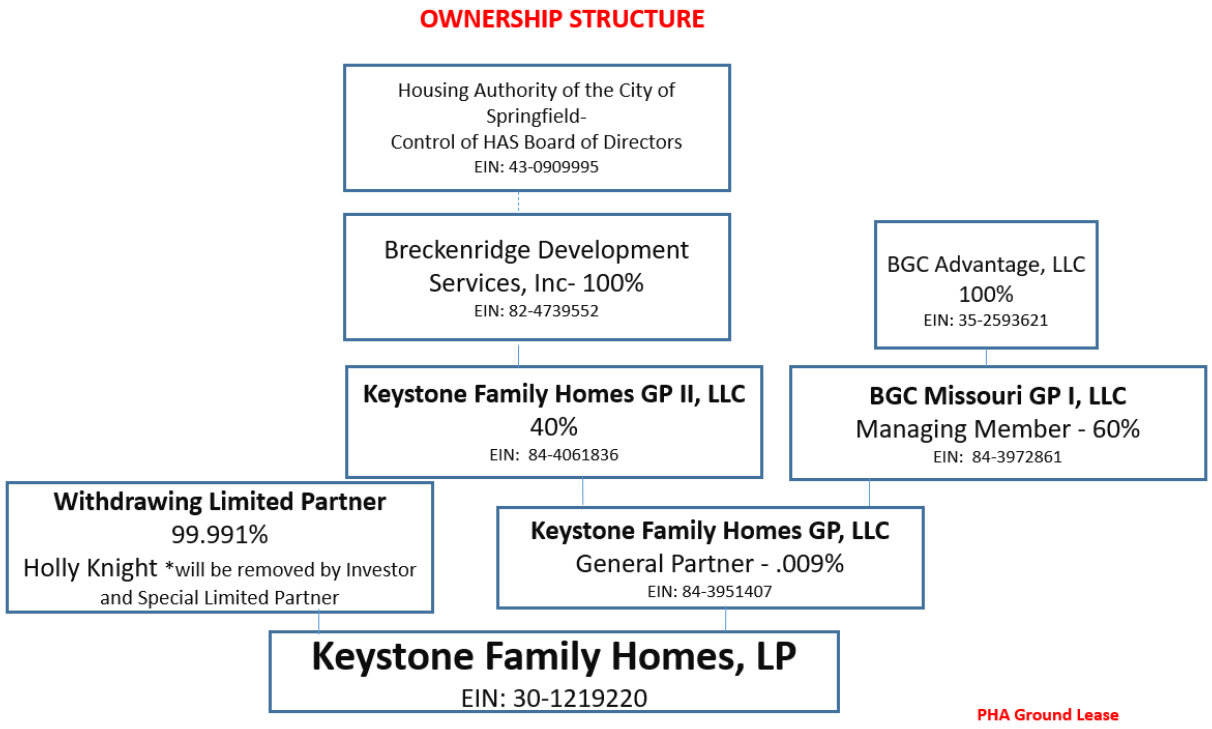
V. Execution of the Project:

A. Execution

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

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. Sources and Uses are referenced below, as well as, referenced in "Exhibit E" attached.

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	0
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	0
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

D. Disposition of Property

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

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Keystone project has accumulated approximately 80 vacancies across the sites. Families will be relocated within the public housing/Keystone sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's approved relocation plan.)

F. Redevelopment Schedule and Estimated Dates of Completion

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

- Pre-Construction (Inspections/Permits): Completed by November/December 2020
- Rehabilitation of units: Completed by July 2022
- Re-occupancy of site and new lease up completed by August 2022

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the "Code") the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided." The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and attractive neighborhood providing housing for 80 families that are at or below 60% Area Median

income that eliminates existing blight would not be feasible. Exhibit "F" contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project using the Net Operating Income Approach. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, while the potential tax revenue over the next 10 years would be reduced by approximately $255,690 the affected taxing jurisdictions would see a net positive impact of $13,640 in the cumulative receipt of property tax revenue over the next 10 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also in compliance with HUD, MHDC, and the Springfield Housing Authority Public Housing Annual and 5 Year Plan. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Prior to application for Certificate of Qualification for Tax Abatement (the "Certificate") issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall, at a minimum, address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 80 housing units on a 7.60-acre site. In total, the Project will provide housing for 80 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns. There will be a resident community center constructed to address the social services needed for enhanced resident opportunities. (Please see Exhibit "I" Service Enrichment Letters of Support.)

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment

or modification.

Exhibit A

Map of Redevelopment Area



Exhibit B

Legal Description of Redevelopment Area

Legal Description:

TRACT X: (811 N. Cedarbrook Ave)
ALL OF LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), SPRINGFIELD INDUSTRIAL PARK THIRD ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

811 N. Cedarbrook Ave., Springfield, MO 65802

Exhibit C

SITE PLAN – CEDARBROOK APARTMENTS

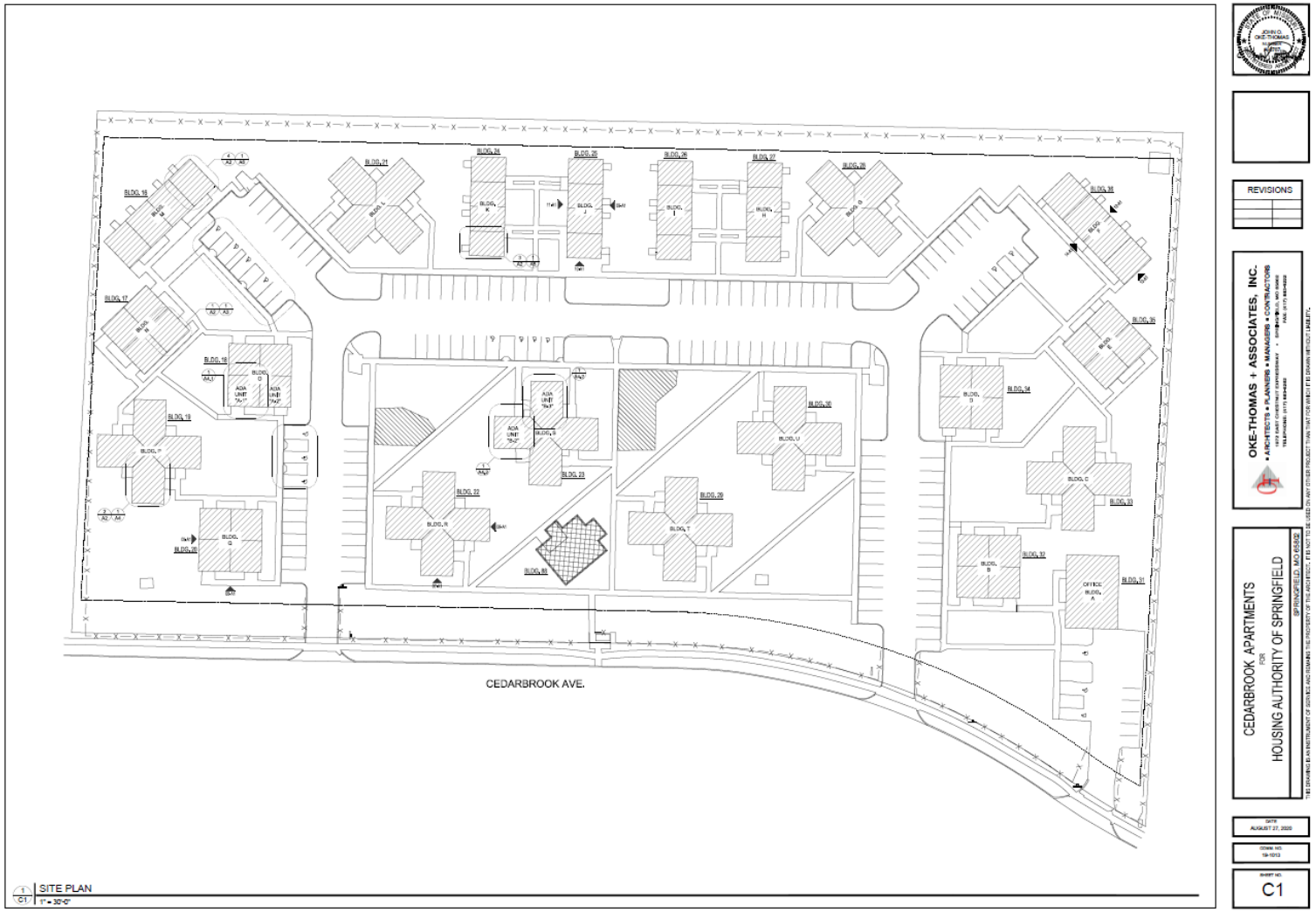
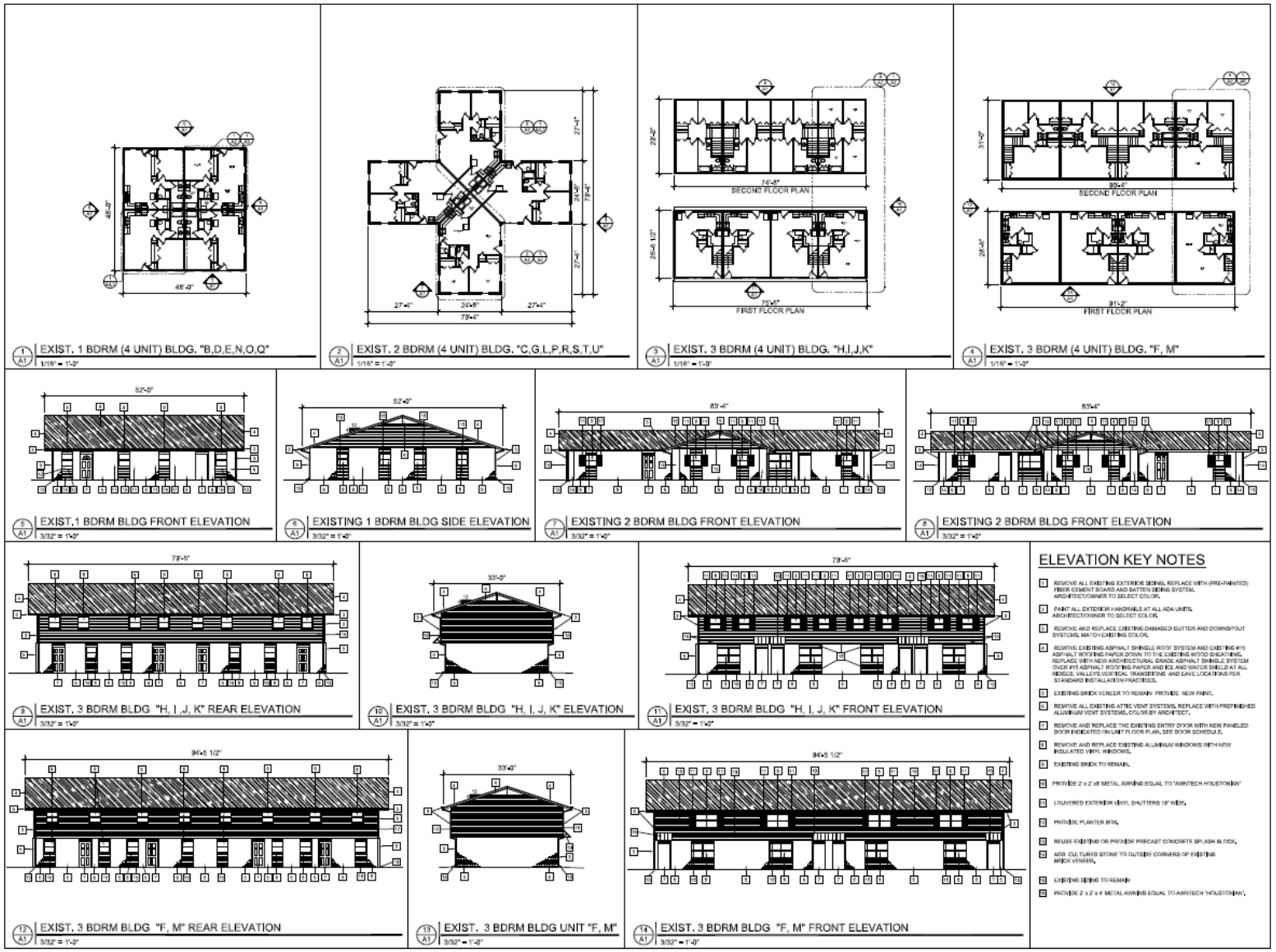
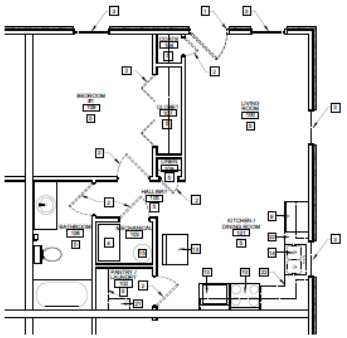


Exhibit D

SITE LAYOUT AND DESIGN- CEDARBROOK APARTMENTS

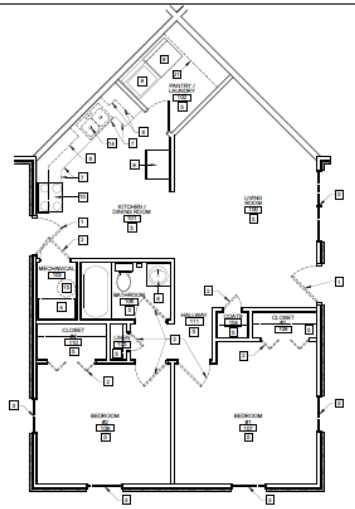




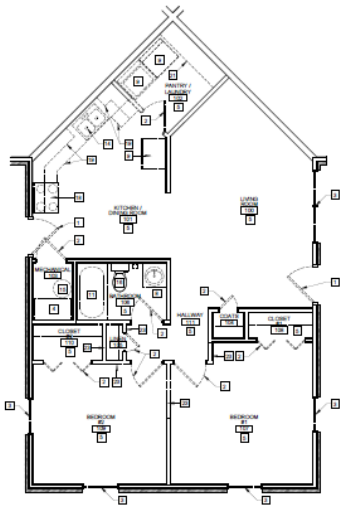
1 / A2 DEMO - 1 BEDROOM FLOOR PLAN BLDG."B,D,E,N,O,Q"
1/4"=1'-0"

DEMOLITION KEYNOTES:

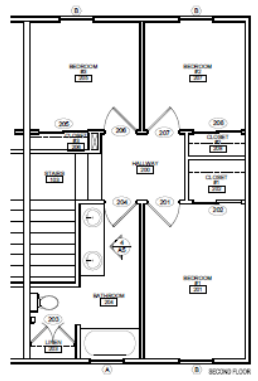
1. REMOVE AND REPLACE EXISTING ENTRY DOORS WITH NEW FRAMED DOORS AS INDICATED ON UNIT FLOOR PLAN. SEE DOOR SCHEDULE AND INTERIOR FINISH SCHEDULE.
2. REMOVE AND REPLACE EXISTING INTERIOR DOORS WITH NEW AS INDICATED ON THE FLOOR PLAN. SEE DOOR SCHEDULE AND INTERIOR FINISH SCHEDULE.
3. REMOVE AND REPLACE EXISTING ALUMINUM WINDOWS WITH NEW INSULATED VINYL WINDOWS. INSTALL NEW 1" ALUMINUM HORIZONTAL BLINDS IN ALL UNITS. SEE WINDOW SCHEDULE.
4. REMOVE AND REPLACE EXISTING FURNACE AND CONDENSING UNITS. SEE MECHANICAL DRAWINGS FOR SPECIFICATIONS.
5. REMOVE AND REPLACE EXISTING FLOORING WITH NEW AS REQ'D. SEE INTERIOR FINISH SCHEDULE.
6. UPPER CABINETS TO REMAIN. (TYP.)
7. REMOVE AND REPLACE EXISTING KITCHEN CABINETS WITH NEW CABINETS OR REMOVE EXISTING CABINETS TO ALLOW FOR NEW DISHWASHER. SEE INTERIOR FINISH SCHEDULE FOR SPECIFIC LOCATIONS IN ALL UNITS. REMOVE/REPLACE EXISTING COUNTER TOPS, TYP. ALL UNITS.
8. REMOVE AND REPLACE VANITY CABINETS WITH NEW AS REQ'D. SEE INTERIOR FINISH SCHEDULE FOR SPECIFIC LOCATION.
9. EXISTING APPLIANCES TO REMAIN. (PROTECT). SEE INTERIOR FINISH SCHEDULE FOR SPECIFIC LOCATION.
10. EXISTING RANGE/OVEN, AND HOOD TO REMAIN. (PROTECT) SEE INTERIOR FINISH SCHEDULE FOR SPECIFIC LOCATION.
11. REMOVE EXISTING TUB IN ACCESSIBLE UNIT AND REPLACE WITH AN ACCESSIBLE ROLL-IN SHOWER WITH AN INTEGRAL SEAT, GRAB BARS AND ADJUSTABLE SHOWER HEAD. SEE ACCESSIBLE UNIT MODIFIED PLANS.
12. REMOVE THE EXISTING CABINET IN ITS ENTIRETY. REPLACE WITH NEW TWO BOWL VANITY.
13. REMOVE AND REPLACE EXISTING WASHER AND DRYER. EXISTING HOOK-UPS TO REMAIN.
14. REMOVE AND REPLACE EXISTING KITCHEN SINKS WITH NEW. SEE PLUMBING PLAN FOR KITCHEN SINK SPECIFICATIONS. SEE INTERIOR FINISH SCHEDULE FOR SPECIFIC LOCATION.
15. REMOVE AND REPLACE EXISTING HOT WATER HEATERS WITH NEW HIGH EFFICIENCY HOT WATER. SEE INTERIOR FINISH SCHEDULE FOR SPECIFIC LOCATION.
16. REMOVE AND REPLACE EXISTING WATER CLOSET WITH NEW STANDARD HEIGHT WATER SENSIBLE WATER CLOSET. SEE INTERIOR FINISH SCHEDULE FOR SPECIFIC LOCATION.
17. REMOVE EXISTING WASHER AND DRYER TO PREPARE FOR NEW ADA COMPLIANT WASHER AND DRYER. RETURN EXISTING APPLIANCES TO OWNER.
18. REMOVE EXISTING RANGEHOOD AND HOOD TO PREPARE FOR NEW ADA COMPLIANT RANGE AND HOOD.
19. REMOVE EXISTING UPPER AND LOWER CABINETS TO PREPARE FOR NEW ADA COMPLIANT CABINETS.
20. REMOVE AND REPLACE EXISTING WATER CLOSET WITH NEW ADA COMPLIANT WATER SENSIBLE WATER CLOSET.
21. REMOVE EXISTING CABINETRY AND WOOD SHELVING IN THEIR ENTIRETY. REPAIR DRYWALL AS NECESSARY TO ACHIEVE A SMOOTH, PAINTABLE SURFACE. REPLACE WITH WIRE SHELVING (WHITE).
22. REMOVE AND REPLACE EXISTING KITCHEN CABINETS WITH NEW CABINETS TO ALLOW FOR NEW DISHWASHER. SEE INTERIOR FINISH SCHEDULE FOR LOCATION.M
23. DEMOLISH EXISTING STUD WALL SYSTEM IN ITS ENTIRETY. PREPARE SURFACES FOR NEW LAYOUT PER UNIT FLOOR PLAN.



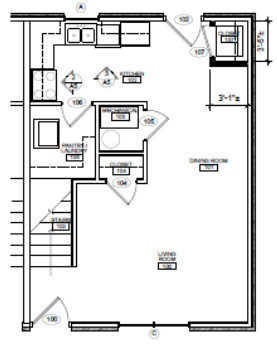
2 / A2 DEMO - 2 BEDROOM FLOOR PLAN BLDG."C,G,L,P,R,S,T,U"
1/4"=1'-0"



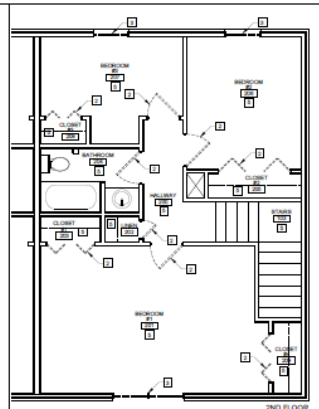
5 / A2 DEMO - 2 BEDROOM FLOOR PLAN BLDG. "S2, S3" (ADA UNITS)
1/4"=1'-0"



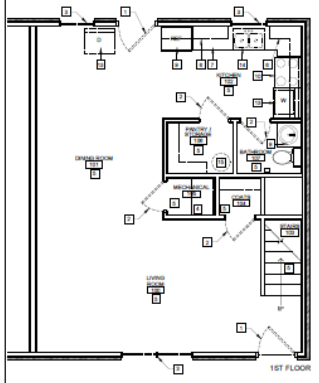
BEDING FLOOR



3 / A2 DEMO - 3 BEDROOM FLOORPLAN BLDG."H,I,J,K"
1/4"=1'-0"



2ND FLOOR



1ST FLOOR

4 / A2 DEMO - 3 BEDROOM FLOORPLAN BLDG."F,M"
1/4"=1'-0"

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS

REVISIONS

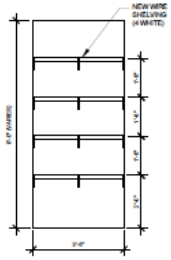
CEDARBROOK APARTMENTS
SEC
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

THE DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIKE KIT.

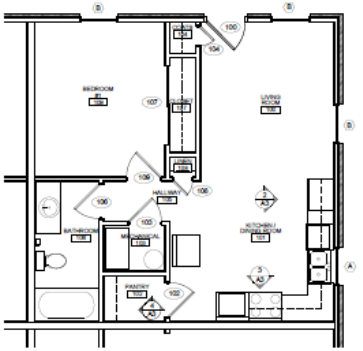
DATE
AUGUST 27, 2020

OTAK NO.
19-1013

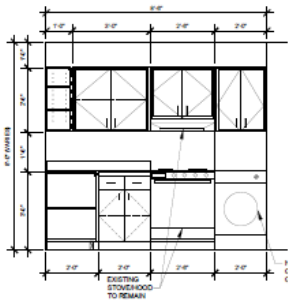
SHEET NO.
A2



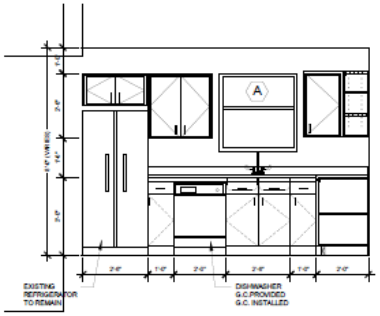
4 A3 TYP PANTRY MILLWORK ELEV.
1/2"=1'-0"



1 A3 TYP 1 BEDROOM FLOOR PLAN
1/4"=1'-0"



3 A3 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



2 A3 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"

INTERIOR FINISH NOTES:

1. TAPE, MUD AND SAND ALL NEW AND REPAIRED GYP. BOARD WALLS AND APPLY (1) COAT OF PRIMER PAINT AND TWO (2) COATS OF SEMI-GLOSS PAINT.
2. CLEAN EXIST. GYP. BOARD WALL AND APPLY (1) COAT OF FINISH SEMI-GLOSS PAINT.
3. INSTALL TRANSITION STRIP AT THE TRANSITION BETWEEN TWO DISSIMILAR FLOOR COVERING.
4. REPAIR, CLEAN AND PAINT EXISTING GYP. BOARD CEILING AS REQ'D
5. SEAL EXIST CONCRETE SLAB.
6. REMOVE/REPLACE HVAC GRILLES.

DOOR SCHEDULE

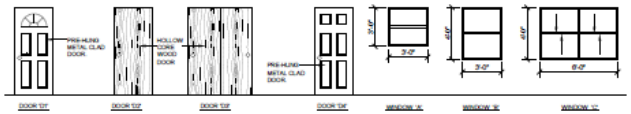
	MK	DOOR OPENING WIDTH	DOOR OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	THICKNESS	TYPE	FRAME	GLAZING DOOR	GLAZING TRANSOM	THRESHOLD	LABEL	DETAIL H	DETAIL J	HDWR GROUP	REMARKS
TYP 1-BDRM UNIT	100	3'-0"	6'-8"	EXIST.	EXIST.	1 3/8"	D1	EXIST. WD	YES	NO	YES	NONE			H-1	NEW PRE-HUNG INSULATED ENTRY DOOR
	102	2'-6"				1 3/8"	D2		NO	NO	NONE				H-3	NEW HOLLOW CORE WOOD DOOR
	103	2'-6"				1 3/8"	D2								H-3	NEW HOLLOW CORE WOOD DOOR
	104	1'-6"				1 3/8"	D2								H-3	NEW HOLLOW CORE WOOD DOOR
	106	2'-6"				1 3/8"	D2								H-2	NEW HOLLOW CORE WOOD DOOR
	107	5'-0" PR.				1 3/8"	D3								-	SLIDING DOOR SYSTEM
	108	1'-6"				1 3/8"	D2								H-3	NEW HOLLOW CORE WOOD DOOR
	109	2'-6"				1 3/8"	D2								H-2	NEW HOLLOW CORE WOOD DOOR

HARDWARE GROUPS
DOORS & WINDOW TYPES

H-1 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
ENTRANCE LOCKSET & DEADBOLT
WALL MOUNTED STOP
PEEPHOLE
WEATHER STRIPPING

H-2 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
PRIVACY LOCKSET
WALL MOUNTED STOP

H-3 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
PASSAGE LOCKSET
WALL STOP



WINDOW SCHEDULE

MARK	DESCRIPTION	WINDOW OPENING WIDTH	WINDOW OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	GLAZING	LINTEL	STOOL	SILL HEIGHT	REMARKS
A	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	3'-0" +/-	EXIST.	EXIST.	INSUL. LOW-E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
B	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	4'-0" +/-	EXIST.	EXIST.	INSUL. LOW-E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
C	DOUBLE HUNG VINYL INSULATED WINDOW	5'-0" +/-	4'-0" +/-	EXIST.	EXIST.	INSUL. LOW-E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2

WINDOW NOTE: 1. REMOVE EXISTING WINDOWS AND REPLACE WITH NEW LOW-E INSUL. VINYL WINDOWS. VERIFY THE SIZES OF EXISTING OPENINGS AT THE JOB SITE.
2. CAULK CONT. AROUND WINDOW FRAMES ON THE EXTERIOR.

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1919 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE: (417) 862-4222 FAX: (417) 862-4222

REVISIONS

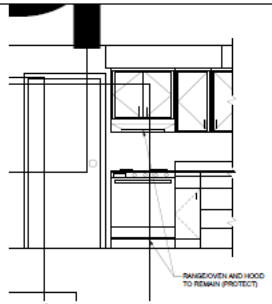
CEDARBROOK APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT EXPRESS WRITTEN PERMISSION.

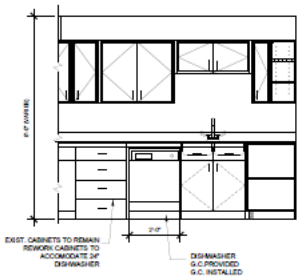
DATE
AUGUST 27, 2020

COMM. NO.
19-1013

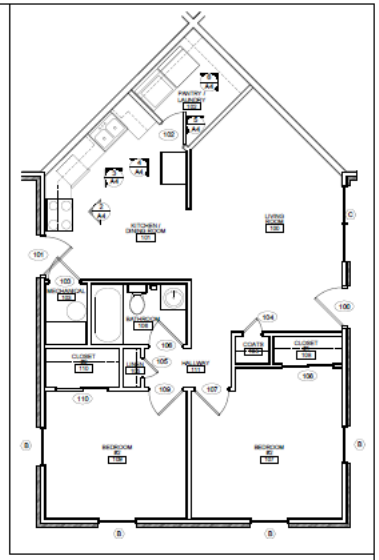
SHEET NO.
A3



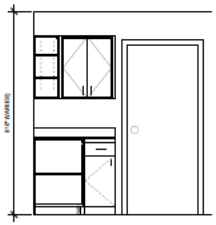
2 A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



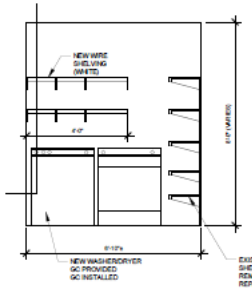
3 A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



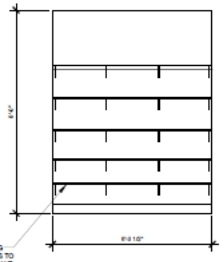
1 A4 TYP 2 BEDROOM FLOORPLAN
1/4"=1'-0"



4 A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



5 A4 TYP PANTRY MILLWORK ELEV.
1/2"=1'-0"



6 A4 TYP PANTRY MILLWORK ELEV.
1/2"=1'-0"

DOOR SCHEDULE

	MK	DOOR OPENING WIDTH	DOOR OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	THICKNESS	TYPE	FRAMES	GLAZING DOOR	GLAZING TRANSOM	THRESHOLD	LABEL	DETAIL H	DETAIL J	HDWR GROUP	REMARKS
TYPICAL 2-BEDROOM UNIT ADA ALT'S	100	3'-0"	6'-8"	EXIST.	EXIST.	1 3/4"	D1	EXIST. WD	YES	NO	YES	NONE			H1	NEW PRE-HUNG INSUL. ENTRY DOOR
	101	3'-0"				1 3/8"	D4		NO						H1	NEW PRE-HUNG INSUL. ENTRY
	102	2'-6"				1 3/8"	D2								H2	NEW HOLLOW CORE WD. DOOR
	103	2'-6"													H2	
	106	2'-6"													H2	
	105	1'-6"													H3	
	109	2'-6"														
	107	2'-6"														
	104	1'-6"														
	108	2'-0"(PR)					D3									SLIDING DOOR SYSTEM
	111	2'-0"(PR)					D3									SLIDING DOOR SYSTEM

HARDWARE GROUPS
DOORS & WINDOW TYPES

H-1 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
ENTRANCE LOCKSET & DEADBOLT
WALL MOUNTED STOP
PEEPHOLE
WEATHER STRIPPING

H-2 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
PRIVACY LOCKSET
WALL MOUNTED STOP

H-3 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
PASSAGE LOCKSET
WALL STOP



DOOR 'D1' DOOR 'D2' DOOR 'D3' DOOR 'D4' WINDOW 'A' WINDOW 'B' WINDOW 'C'

WINDOW SCHEDULE

MARK	DESCRIPTION	WINDOW OPENING WIDTH	WINDOW OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	GLAZING	LINTEL	STOOL	SILL HEIGHT	REMARKS
A	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	3'-0" +/-	EXIST.	EXIST.	INSUL. LOW E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
B	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	6'-0" +/-	EXIST.	EXIST.	INSUL. LOW E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
C	DOUBLE HUNG VINYL INSULATED WINDOW	6'-0" +/-	6'-0" +/-	EXIST.	EXIST.	INSUL. LOW E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2

WINDOW NOTE: 1. REMOVE EXISTING WINDOWS AND REPLACE WITH NEW LOW E INSUL. VINYL WINDOWS. VERIFY THE SIZES OF EXISTING OPENINGS AT THE JOB SITE.
2. CAULK CONT. AROUND WINDOW FRAMES ON THE EXTERIOR.

JOHN O. OKE-THOMAS
REGISTERED ARCHITECT
STATE OF MISSOURI

REVISIONS

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1972 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE: (417) 864-4220 FAX: (417) 864-4222

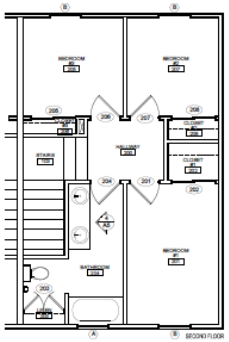
CEDARBROOK APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

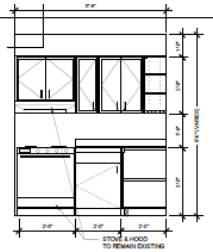
DATE
AUGUST 27, 2020

OOMM NO.
19-1013

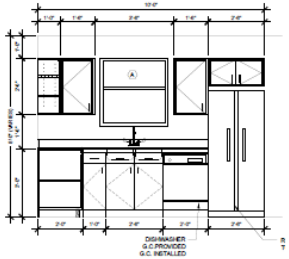
SHEET NO.
A4



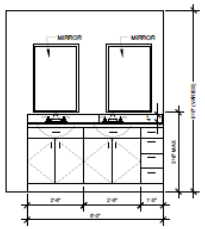
1 A5 TYP 3 BEDROOM FLOORPLAN (UNIT H,I,J,K)
1/4"=1'-0"



2 A5 TYP KITCHEN MILLWORK ELEV
1/2"=1'-0"



3 A5 TYP KITCHEN MILLWORK ELEV
1/2"=1'-0"



3 A5 BATHROOM SINK MILLWORK ELEV
1/2"=1'-0"

INTERIOR FINISH NOTES:

1. TAPE, MUD AND SAND ALL NEW AND REPAIRED GYP. BOARD WALLS AND APPLY (1) COAT OF PRIMER PAINT AND TWO (2) COATS OF SEMI-GLOSS PAINT.
2. CLEAN EXIST. GYP. BOARD WALL AND APPLY (1) COAT OF FINISH SEMI-GLOSS PAINT.
3. INSTALL TRANSITION STRIP AT THE TRANSITION BETWEEN TWO DISSIMILAR FLOOR COVERING.
4. REPAIR, CLEAN AND PAINT EXISTING GYP. BOARD CEILING AS REQ'D
5. SEAL EXIST CONCRETE SLAB.
6. REMOVE/REPLACE HVAC GRILLES.

DOOR SCHEDULE

MK	DOOR OPENING WIDTH	DOOR OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	THICKNESS	TYPE	FRAME	GLAZING DOOR	GLAZING TRANSOM	THRESHOLD	LABEL	DETAIL H	DETAIL J	HDWR GROUP	REMARKS
100	3'-0"	6'-8"	3'-0"	6'-8"	1 3/8"	D1	3'-0" HM	TEM	NO	YES	NONE			H-1	MBW PRE-HUNG INSUL. METAL CLAD MSTRY DOOR
102	3'-0"				1 3/8"	D1	3'-0" HM	TEM	NO	YES	NONE			H-1	MBW PRE-HUNG INSUL. METAL CLAD MSTRY DOOR
104	2'-6"				1 3/8"	D2						DBT.	DBT.	H-3	MBW HOLLOW CORE WD. DOOR
105	2'-6"													H-3	MBW HOLLOW CORE WD. DOOR
106	2'-6"													H-3	MBW HOLLOW CORE WD. DOOR
107	2'-6"	6'-8"	2'-6"	6'-10"	1 3/8"	D2								H-3	MBW HOLLOW CORE WD. DOOR
200	2'-6"		3'-0"	6'-8"										H-2	MBW HOLLOW CORE WD. DOOR
201	2'-6"													H-2	MBW HOLLOW CORE WD. DOOR
202	4'-0"														ALIGNG DOOR SYSTEM
203	1'-6"PR														MBW HOLLOW CORE WD. DOOR
206	4'-0"														ALIGNG DOOR SYSTEM
206	2'-6"														MBW HOLLOW CORE WD. DOOR
207	2'-6"														MBW HOLLOW CORE WD. DOOR
208	4'-0"														ALIGNG DOOR SYSTEM

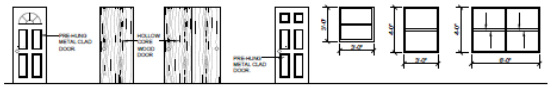
TYPICAL 3-BEDROOM UNIT

HARDWARE GROUPS
DOORS & WINDOW TYPES

H-1 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
ENTRANCE LOCKSET & DEADBOLT
WALL MOUNTED STOP
PEEPHOLE
WEATHER STRIPPING

H-2 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
PRIVACY LOCKSET
WALL MOUNTED STOP

H-3 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
PASSAGE LOCKSET
WALL STOP



DOOR TYP. DOOR TYP. DOOR TYP. DOOR TYP. WINDOW 'A' WINDOW 'B' WINDOW 'C'

WINDOW SCHEDULE

MARK	DESCRIPTION	WINDOW OPENING WIDTH	WINDOW OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	GLAZING	LINTEL	STOOL	SILL HEIGHT	REMARKS
A	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	3'-0" +/-	EXIST.	EXIST.	INSUL. LOW-E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
B	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	4'-0" +/-	EXIST.	EXIST.	INSUL. LOW-E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
C	DOUBLE HUNG VINYL INSULATED WINDOW	5'-0" +/-	4'-0" +/-	EXIST.	EXIST.	INSUL. LOW-E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2

WINDOW NOTE: 1. REMOVE EXISTING WINDOWS AND REPLACE WITH NEW LOW-E INSUL. VINYL WINDOWS. VERIFY THE SIZES OF EXISTING OPENINGS AT THE JOB SITE.
2. CAULK CONT. AROUND WINDOW FRAMES ON THE EXTERIOR.

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1919 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE: (417) 864-0880 FAX: (417) 869-0222

CEDARBROOK APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MISSOURI

THE DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT.

REVISIONS

DATE
AUGUST 27, 2020

COMM. NO.
19-1013

SHEET NO.
A5

Exhibit E

TAX IMPACT ANALYSIS – CEDARBROOK APARTMENTS

[Please see the attached]

Cedarbrook Apartments

Tax Impact Analysis for 811 N. Cedarbrook Avenue

City of Springfield, MO
10/28/20 v2

Cedarbrook Apartments
2020 Real Estate Assessment & Taxes

811 N. Cedarbrook Avenue

Current Assessment Ratio 19%

	Appraised*	Assessed
Land	$ -	$ -
Improvements	$ 1,540,000	
Total	$ 1,540,000	

Jurisdiction	**Tax**	**Levy per $100**
State of Missouri		0.0300
County General Revenue		0.1248
County Road and Bridge		0.1248
County Sheltered Workshop		0.0467
County Library		0.2434
OTC College		0.1996
Springfield R12 Schools		4.2727
City of Springfield		0.6196
Senior District		0.0493
	$ -	5.7109

* Per Tax Assessor Estimate Using 2019 Actual NOI Valuation with 7.0% Cap Rate

Cedarbrook Apartments
Tax Impact Analysis - Assessment Assumptions

	2020					
	Appraised			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
Property						
811 N. Cedarbrook Avenue	$ -	$ 1,540,000	$ 1,540,000	$ -	$ 292,600	$ 292,600
Totals	$ -	$ 1,540,000	$ 1,540,000	$ -	$ 292,600	$ 292,600

		Redevelopment Estimate					
		Appraised *			Assessed		
		Land	Improvements	Total	Land	Improvements	Total
	Property						
Commercial		$ -		$ -	$ -	$ -	$ -
Residential							
Cedarbrook Apartments			$ 3,759,232	$ 3,759,232	$ -	$ 714,254	$ 714,254
	Totals	$ -	$ 3,759,232	$ 3,759,232	$ -	$ 714,254	$ 714,254

Breakdown of Land/Improvement Values
Assessment Ratio (Commercial) 32%
Assessment Ratio (Residential) 19%

* Based on Net Income Valuation

Cedarbrook Apartments
Tax Impact Analysis
Projected Tax Without Redevelopment

Biennial Growth Rate Assumptions - Real Estate Taxes -1%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.03	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	292,600	292,600	87.78	365.16	365.16	136.64	712.19	584.03	12,501.92	1,812.95	144.25	-	16,710.09
2	2022	-	292,600	292,600	87.78	365.16	365.16	136.64	712.19	584.03	12,501.92	1,812.95	144.25	-	16,710.09
3	2023	-	289,674	289,674	86.90	361.51	361.51	135.28	705.07	578.19	12,376.90	1,794.82	142.81	-	16,542.99
4	2024	-	289,674	289,674	86.90	361.51	361.51	135.28	705.07	578.19	12,376.90	1,794.82	142.81	-	16,542.99
5	2025	-	286,777	286,777	86.03	357.90	357.90	133.92	698.02	572.41	12,253.13	1,776.87	141.38	-	16,377.56
6	2026	-	286,777	286,777	86.03	357.90	357.90	133.92	698.02	572.41	12,253.13	1,776.87	141.38	-	16,377.56
7	2027	-	283,909	283,909	85.17	354.32	354.32	132.59	691.04	566.68	12,130.60	1,759.10	139.97	-	16,213.79
8	2028	-	283,909	283,909	85.17	354.32	354.32	132.59	691.04	566.68	12,130.60	1,759.10	139.97	-	16,213.79
9	2029	-	281,070	281,070	84.32	350.78	350.78	131.26	684.13	561.02	12,009.29	1,741.51	138.57	-	16,051.65
10	2030	-	281,070	281,070	84.32	350.78	350.78	131.26	684.13	561.02	12,009.29	1,741.51	138.57	-	16,051.65
		Total			860.42	3,579.34	3,579.34	1,339.39	6,980.86	5,724.65	122,543.70	17,770.51	1,413.95	-	163,792.17

Cedarbrook Apartments
Tax Impact Analysis
Projected Tax Revenue With Redevelopment but Without Abatement

Biennial Growth Rate Assumptions - Real Estate Taxes 3%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.03	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	714,254	714,254	214.28	891.39	891.39	333.56	1,738.49	1,425.65	30,517.94	4,425.52	352.13	-	40,790.34
2	2022	-	714,254	714,254	214.28	891.39	891.39	333.56	1,738.49	1,425.65	30,517.94	4,425.52	352.13	-	40,790.34
3	2023	-	735,682	735,682	220.70	918.13	918.13	343.56	1,790.65	1,468.42	31,433.48	4,558.28	362.69	-	42,014.05
4	2024	-	735,682	735,682	220.70	918.13	918.13	343.56	1,790.65	1,468.42	31,433.48	4,558.28	362.69	-	42,014.05
5	2025	-	757,752	757,752	227.33	945.67	945.67	353.87	1,844.37	1,512.47	32,376.48	4,695.03	373.57	-	43,274.47
6	2026	-	757,752	757,752	227.33	945.67	945.67	353.87	1,844.37	1,512.47	32,376.48	4,695.03	373.57	-	43,274.47
7	2027	-	780,485	780,485	234.15	974.05	974.05	364.49	1,899.70	1,557.85	33,347.77	4,835.88	384.78	-	44,572.71
8	2028	-	780,485	780,485	234.15	974.05	974.05	364.49	1,899.70	1,557.85	33,347.77	4,835.88	384.78	-	44,572.71
9	2029	-	803,899	803,899	241.17	1,003.27	1,003.27	375.42	1,956.69	1,604.58	34,348.21	4,980.96	396.32	-	45,909.89
10	2030	-	803,899	803,899	241.17	1,003.27	1,003.27	375.42	1,956.69	1,604.58	34,348.21	4,980.96	396.32	-	45,909.89
		Total			2,275.24	9,465.01	9,465.01	3,541.80	18,459.81	15,137.95	324,047.75	46,991.36	3,738.98	-	433,122.91

Cedarbrook Apartments
Tax Impact Analysis
Projected Tax Revenue With Redevelopment and Abatement

Annual Growth Rate Assumptions - Real Estate Taxes	3%
Estimated Abatement of Redevelopment Impact	100%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.03	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	292,600	292,600	87.78	365.16	365.16	136.64	712.19	584.03	12,501.92	1,812.95	144.25	-	16,710.09
2	2022	-	292,600	292,600	87.78	365.16	365.16	136.64	712.19	584.03	12,501.92	1,812.95	144.25	-	16,710.09
3	2023	-	301,378	301,378	90.41	376.12	376.12	140.74	733.55	601.55	12,876.98	1,867.34	148.58	-	17,211.40
4	2024	-	301,378	301,378	90.41	376.12	376.12	140.74	733.55	601.55	12,876.98	1,867.34	148.58	-	17,211.40
5	2025	-	310,419	310,419	93.13	387.40	387.40	144.97	755.56	619.60	13,263.29	1,923.36	153.04	-	17,727.74
6	2026	-	310,419	310,419	93.13	387.40	387.40	144.97	755.56	619.60	13,263.29	1,923.36	153.04	-	17,727.74
7	2027	-	319,732	319,732	95.92	399.03	399.03	149.31	778.23	638.18	13,661.19	1,981.06	157.63	-	18,259.57
8	2028	-	319,732	319,732	95.92	399.03	399.03	149.31	778.23	638.18	13,661.19	1,981.06	157.63	-	18,259.57
9	2029	-	329,324	329,324	98.80	411.00	411.00	153.79	801.57	657.33	14,071.02	2,040.49	162.36	-	18,807.36
10	2030	-	329,324	329,324	98.80	411.00	411.00	153.79	801.57	657.33	14,071.02	2,040.49	162.36	-	18,807.36
		Total			932.07	3,877.42	3,877.42	1,450.93	7,562.21	6,201.38	132,748.78	19,250.39	1,531.70	-	177,432.31

Cedarbrook Apartments
Tax Impact Analysis

Jurisdiction	Ten Year Tax Revenue: Without Redevelopment or Abatement	Ten Year Tax Revenue: With Redevelopment and Abatement	Impact on Jurisdiction
State of Missouri	$ 860.42	$ 932.07	$ 71.65
County General	$ 3,579.34	$ 3,877.42	$ 298.08
Road	$ 3,579.34	$ 3,877.42	$ 298.08
Co Dev Dis	$ 1,339.39	$ 1,450.93	$ 111.54
Library	$ 6,980.86	$ 7,562.21	$ 581.35
OCT College	$ 5,724.65	$ 6,201.38	$ 476.73
R12 Schools	$ 122,543.70	$ 132,748.78	$ 10,205.09
City of Springfield	$ 17,770.51	$ 19,250.39	$ 1,479.88
Senior District	$ 1,413.95	$ 1,531.70	$ 117.75
Commercial Sur Tax	$ -	$ -	$ -
Totals	$ 163,792.17	$ 177,432.31	$ 13,640.14

Ten Year
Project Trending

Cedarbrook Apartments

Percent Annual Adjustment:

2.00%	Income
3.00%	Expense
3.00%	Reserves
7.00%	Vacancy Rate
2.00%	Other Income

	Year One		Year Two		Year Three		Year Four	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	407,040	407,040	415,181	415,181	423,484	423,484	431,954	431,954
Gross Rental Income (Affordable Other)	292,920	292,920	298,778	298,778	304,754	304,754	310,849	310,849
Other Income	2,072	2,072	2,113	2,113	2,156	2,156	2,199	2,199
Subtotal Income	702,032	702,032	716,072	716,072	730,394	730,394	745,002	745,002
Less Vacancy	(49,142)	(49,142)	(50,125)	(50,125)	(51,128)	(51,128)	(52,150)	(52,150)
Total Income	652,890	652,890	665,947	665,947	679,266	679,266	692,852	692,852
Expenses								
Administrative	78,259	78,259	80,607	80,607	83,025	83,025	85,516	85,516
Asset Management Fee	32,644	32,644	33,624	33,624	34,633	34,633	35,672	35,672
Tenant Services	3,470	3,470	3,574	3,574	3,681	3,681	3,792	3,792
Utility Expense	40,671	40,671	41,891	41,891	43,148	43,148	44,442	44,442
Ordinary maintenance and Operations	129,139	129,139	133,013	133,013	137,004	137,004	141,114	141,114
Protective Services	3,500	3,500	3,605	3,605	3,713	3,713	3,825	3,825
Real Estate Taxes or PILOT	40,790	16,710	40,790	16,710	42,014	17,211	42,014	17,211
Property Insurance	23,385	23,385	24,086	24,086	24,809	24,809	25,553	25,553
Liability Insurance	7,385	7,385	7,606	7,606	7,834	7,834	8,069	8,069
Other General Expenses	2,500	2,500	2,575	2,575	2,652	2,652	2,732	2,732
Total Operating Expenses	361,743	337,663	372,595	347,292	383,773	357,710	395,286	367,925
Reserve for Replacements	28,000	28,000	28,840	28,840	29,705	29,705	30,596	30,596
TOTAL EXPENSES INCLUDING RESERVES	389,743	365,663	401,435	376,132	413,478	387,416	425,883	398,522
NET OPERATING INCOME	263,147	287,227	264,512	289,816	265,788	291,851	266,969	294,330
Less Debt Service - 1st Mort.	250,409	250,409	250,409	250,409	250,409	250,409	250,409	250,409
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	12,737	36,817	14,103	39,406	15,379	41,441	16,560	43,921
Loan to Value	74.84%	81.02%	75.47%	81.98%	76.09%	82.80%	76.69%	83.82%
Debt Coverag Ratio Bank Loan	1.05	1.15	1.06	1.16	1.06	1.17	1.07	1.18
Market Value	3,881,955	4,203,020	3,911,361	4,248,743	3,939,909	4,287,412	3,967,538	4,332,350

Ten Year
Project Trending Cedarbrook Apartments

	Year Five		Year Six		Year Seven		Year Eight	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	440,593	440,593	449,405	449,405	458,393	458,393	467,561	467,561
Gross Rental Income (Affordable Other)	317,066	317,066	323,407	323,407	329,875	329,875	336,473	336,473
Other Income	2,243	2,243	2,287	2,287	2,333	2,333	2,380	2,380
Subtotal Income	759,902	759,902	775,100	775,100	790,602	790,602	806,414	806,414
Less Vacancy	(53,193)	(53,193)	(54,257)	(54,257)	(55,342)	(55,342)	(56,449)	(56,449)
Total Income	706,709	706,709	720,843	720,843	735,260	735,260	749,965	749,965
Expenses								
Administrative	88,082	88,082	90,724	90,724	93,446	93,446	96,249	96,249
Asset Management Fee	36,742	36,742	37,844	37,844	38,979	38,979	40,149	40,149
Tenant Services	3,905	3,905	4,023	4,023	4,143	4,143	4,268	4,268
Utility Expense	45,775	45,775	47,149	47,149	48,563	48,563	50,020	50,020
Ordinary maintenance and Operations	145,347	145,347	149,708	149,708	154,199	154,199	158,825	158,825
Protective Services	3,939	3,939	4,057	4,057	4,179	4,179	4,305	4,305
Real Estate Taxes or PILOT	43,274	17,728	43,274	17,728	44,572	18,260	44,572	18,260
Property Insurance	26,320	26,320	27,109	27,109	27,922	27,922	28,760	28,760
Liability Insurance	8,311	8,311	8,561	8,561	8,818	8,818	9,082	9,082
Other General Expenses	2,814	2,814	2,898	2,898	2,985	2,985	3,075	3,075
Total Operating Expenses	407,145	378,963	419,359	389,800	431,940	401,494	444,898	412,991
Reserve for Replacements	31,514	31,514	32,460	32,460	33,433	33,433	34,436	34,436
TOTAL EXPENSES INCLUDING RESERVES	438,659	410,477	451,819	422,260	465,374	434,928	479,335	447,428
NET OPERATING INCOME	268,050	296,231	269,024	298,583	269,886	300,332	270,630	302,537
Less Debt Service - 1st Mort.	250,409	250,409	250,409	250,409	250,409	250,409	250,409	250,409
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	17,640	45,822	18,615	48,174	19,477	49,923	20,221	52,128
Loan to Value	77.35%	84.63%	77.92%	85.56%	78.47%	86.34%	78.99%	87.25%
Debt Coverag Ratio Bank Loan	1.07	1.18	1.07	1.19	1.08	1.20	1.08	1.21
Market Value	3,994,184	4,369,941	4,019,781	4,413,902	4,044,262	4,450,207	4,067,556	4,492,982

Ten Year
Project Trending Cedarbrook Apartments

	Year Nine		Year Ten	
	Projections	W/Abatement	Projections	W/Abatement
Income				
Gross Rental Income (RAD)	476,912	476,912	486,450	486,450
Gross Rental Income (Affordable Other)	343,202	343,202	350,067	350,067
Other Income	2,428	2,428	2,476	2,476
Subtotal Income	822,542	822,542	838,993	838,993
Less Vacancy	(57,578)	(57,578)	(58,730)	(58,730)
Total Income	764,964	764,964	780,264	780,264
Expenses				
Administrative	99,137	99,137	102,111	102,111
Asset Management Fee	41,353	41,353	42,594	42,594
Tenant Services	4,396	4,396	4,527	4,527
Utility Expense	51,521	51,521	53,066	53,066
Ordinary maintenance and Operations	163,590	163,590	168,497	168,497
Protective Services	4,434	4,434	4,567	4,567
Real Estate Taxes or PILOT	45,910	18,807	45,910	18,807
Property Insurance	29,623	29,623	30,512	30,512
Liability Insurance	9,355	9,355	9,635	9,635
Other General Expenses	3,167	3,167	3,262	3,262
Total Operating Expenses	458,245	425,381	471,993	437,578
Reserve for Replacements	35,470	35,470	36,534	36,534
TOTAL EXPENSES INCLUDING RESERVES	493,715	460,851	508,526	474,112
NET OPERATING INCOME	271,249	304,114	271,737	306,152
Less Debt Service - 1st Mort.	250,409	250,409	250,409	250,409
Less Debt Service - Other Amortizing	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	20,840	53,704	21,328	55,742
Loan to Value	79.49%	88.01%	79.97%	88.90%
Debt Coverag Ratio Bank Loan	1.08	1.21	1.09	1.22
Market Value	4,089,587	4,527,776	4,110,279	4,569,137

Loan Calculator with Extra Payments

	Enter Values	Instructions
Loan Amount	$5,192,000.00	
Annual Interest Rate	3.74%	
Loan Period in Years	40	Must be between 1 and 30 years.
Start Date of Loan	1/1/2021	
Optional Extra Payments		If your extra payments vary, enter them in the table below.

Scheduled Monthly Payment	$ 20,867.44	250,409	Annual Debt Service
Scheduled Number of Payments	480		
Actual Number of Payments	361		
Total Early Payments	$ -		
Total Interest	$ 4,406,728.24		

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2021	$ 5,192,000.00	$ 20,867.44	$ -	$ 20,867.44	$ 4,685.71	$ 16,181.73	$ 5,187,314.29
2	2/1/2021	5,187,314.29	20,867.44	-	20,867.44	4,700.31	16,167.13	5,182,613.99
3	3/1/2021	5,182,613.99	20,867.44	-	20,867.44	4,714.96	16,152.48	5,177,899.03
4	4/1/2021	5,177,899.03	20,867.44	-	20,867.44	4,729.65	16,137.79	5,173,169.37
5	5/1/2021	5,173,169.37	20,867.44	-	20,867.44	4,744.39	16,123.04	5,168,424.98
6	6/1/2021	5,168,424.98	20,867.44	-	20,867.44	4,759.18	16,108.26	5,163,665.80
7	7/1/2021	5,163,665.80	20,867.44	-	20,867.44	4,774.01	16,093.43	5,158,891.79
8	8/1/2021	5,158,891.79	20,867.44	-	20,867.44	4,788.89	16,078.55	5,154,102.89
9	9/1/2021	5,154,102.89	20,867.44	-	20,867.44	4,803.82	16,063.62	5,149,299.08
10	10/1/2021	5,149,299.08	20,867.44	-	20,867.44	4,818.79	16,048.65	5,144,480.29
11	11/1/2021	5,144,480.29	20,867.44	-	20,867.44	4,833.81	16,033.63	5,139,646.48
12	12/1/2021	5,139,646.48	20,867.44	-	20,867.44	4,848.87	16,018.56	5,134,797.61
13	1/1/2022	5,134,797.61	20,867.44	-	20,867.44	4,863.99	16,003.45	5,129,933.62
14	2/1/2022	5,129,933.62	20,867.44	-	20,867.44	4,879.15	15,988.29	5,125,054.47
15	3/1/2022	5,125,054.47	20,867.44	-	20,867.44	4,894.35	15,973.09	5,120,160.12
16	4/1/2022	5,120,160.12	20,867.44	-	20,867.44	4,909.61	15,957.83	5,115,250.52
17	5/1/2022	5,115,250.52	20,867.44	-	20,867.44	4,924.91	15,942.53	5,110,325.61
18	6/1/2022	5,110,325.61	20,867.44	-	20,867.44	4,940.26	15,927.18	5,105,385.35
19	7/1/2022	5,105,385.35	20,867.44	-	20,867.44	4,955.65	15,911.78	5,100,429.70
20	8/1/2022	5,100,429.70	20,867.44	-	20,867.44	4,971.10	15,896.34	5,095,458.60
21	9/1/2022	5,095,458.60	20,867.44	-	20,867.44	4,986.59	15,880.85	5,090,472.01
22	10/1/2022	5,090,472.01	20,867.44	-	20,867.44	5,002.13	15,865.30	5,085,469.87
23	11/1/2022	5,085,469.87	20,867.44	-	20,867.44	5,017.72	15,849.71	5,080,452.15
24	12/1/2022	5,080,452.15	20,867.44	-	20,867.44	5,033.36	15,834.08	5,075,418.78
25	1/1/2023	5,075,418.78	20,867.44	-	20,867.44	5,049.05	15,818.39	5,070,369.73
26	2/1/2023	5,070,369.73	20,867.44	-	20,867.44	5,064.79	15,802.65	5,065,304.95
27	3/1/2023	5,065,304.95	20,867.44	-	20,867.44	5,080.57	15,786.87	5,060,224.38
28	4/1/2023	5,060,224.38	20,867.44	-	20,867.44	5,096.41	15,771.03	5,055,127.97
29	5/1/2023	5,055,127.97	20,867.44	-	20,867.44	5,112.29	15,755.15	5,050,015.68
30	6/1/2023	5,050,015.68	20,867.44	-	20,867.44	5,128.22	15,739.22	5,044,887.46
31	7/1/2023	5,044,887.46	20,867.44	-	20,867.44	5,144.21	15,723.23	5,039,743.25
32	8/1/2023	5,039,743.25	20,867.44	-	20,867.44	5,160.24	15,707.20	5,034,583.01
33	9/1/2023	5,034,583.01	20,867.44	-	20,867.44	5,176.32	15,691.12	5,029,406.69
34	10/1/2023	5,029,406.69	20,867.44	-	20,867.44	5,192.45	15,674.98	5,024,214.24
35	11/1/2023	5,024,214.24	20,867.44	-	20,867.44	5,208.64	15,658.80	5,019,005.60
36	12/1/2023	5,019,005.60	20,867.44	-	20,867.44	5,224.87	15,642.57	5,013,780.73
37	1/1/2024	5,013,780.73	20,867.44	-	20,867.44	5,241.16	15,626.28	5,008,539.58
38	2/1/2024	5,008,539.58	20,867.44	-	20,867.44	5,257.49	15,609.95	5,003,282.09
39	3/1/2024	5,003,282.09	20,867.44	-	20,867.44	5,273.88	15,593.56	4,998,008.21
40	4/1/2024	4,998,008.21	20,867.44	-	20,867.44	5,290.31	15,577.13	4,992,717.90
41	5/1/2024	4,992,717.90	20,867.44	-	20,867.44	5,306.80	15,560.64	4,987,411.10
42	6/1/2024	4,987,411.10	20,867.44	-	20,867.44	5,323.34	15,544.10	4,982,087.75
43	7/1/2024	4,982,087.75	20,867.44	-	20,867.44	5,339.93	15,527.51	4,976,747.82
44	8/1/2024	4,976,747.82	20,867.44	-	20,867.44	5,356.57	15,510.86	4,971,391.25
45	9/1/2024	4,971,391.25	20,867.44	-	20,867.44	5,373.27	15,494.17	4,966,017.98
46	10/1/2024	4,966,017.98	20,867.44	-	20,867.44	5,390.02	15,477.42	4,960,627.96
47	11/1/2024	4,960,627.96	20,867.44	-	20,867.44	5,406.81	15,460.62	4,955,221.15
48	12/1/2024	4,955,221.15	20,867.44	-	20,867.44	5,423.67	15,443.77	4,949,797.48
49	1/1/2025	4,949,797.48	20,867.44	-	20,867.44	5,440.57	15,426.87	4,944,356.91

SFG SPECIALTY FINANCE GROUP

A Division of Cedar Rapids Bank & Trust

September 22, 2020

Ms. Holly Knight
BGC Advantage, LLC
192 Bastille Lane, Suite 300
Ruston, LA 71270

Dear Holly:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt construction/equity bridge and term bond/loan term sheet for your Keystone RAD Apartment Section 8 Acquisition Rehabilitation project located in Springfield, MO. The following outlines the general loan terms and conditions for your review and consideration:

4% LIHTC Tax Exempt Permanent Term Bond/Loan "A Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Loan Amount:	Lesser of (a) $20,200,000 (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan or (c) the amount such that the loan amount will not exceed 90% of the As Completed Stabilized Appraised Value.
Purpose:	Proceeds shall be used for the acquisition and construction costs associated with the project, with the funds beyond those used for the acquisition of the property only being advanced based on required/approved construction draws.
Tax Exempt Interest Rate:	The estimated tax-exempt fixed interest rate as of September 10, 2020 is 3.74%. The interest rate shall be fixed by a SWAP Agreement that is calculated to have the loan immediately fund, with the underlying Loan accruing interest at the tax exempt rate of 79% of 30 Day Libor + 2.00%. The SWAP loan structure/term will include 3 years of interest only followed by 18 years of principal and interest with 40 year amortization. Excess loan proceeds beyond those required to acquire the property will be held in escrow in a restricted money market account at CRBT until theses proceeds are used for required/approved construction draws for the rehabilitation of the property as needed. The money market will pay an interest rate of 0.50% estimated as of August 3, 2020, and will adjust quarterly based on changes in market conditions.

Rate estimates above will continue to fluctuate based on the Market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the SWAP in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.

Loan Fee: $10,000.

Maturity Date: 21 years

Financial Covenants: Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.

Repayment Terms: Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 21 year term.

Collateral: First Real Estate Mortgage on the real property for the project referred to as Keystone RAD Apartments located Springfield, MO, and an assignment of rents and leases of the real property.

Guarantors: **Construction**: Full Recourse Guarantees from the Developer/Owners and the General Partner.
Perm: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

4% LIHTC Tax Exempt Draw-Up Construction/Equity Bridge Bond/Loan "B Bond"

Borrower: "Specific Borrowing Entity Still To Be Determined".

Draw-Up Loan Facility: Up to $2,000,000 or the amount necessary to meet or exceed the 50% Tax Exempt Bond Test measured at the funding of the loan, which may include a cushion by the Sponsor to ensure that the 50% Test is met.

Loan Term: 36 Months.

Use of Proceeds: Proceeds shall be used for the construction costs associated with the project and will not be advanced until 100% of the escrowed term bond/loan proceeds are fully advanced and funded first.

Tax Exempt Rate Options: Option #1: Tax Exempt - Floating interest rate at WSJ Prime + 0.25% = 3.50% (estimated as of 9/10/20).

Option #2: Tax Exempt - Fixed interest rate option at 3.85% (fixed interest rate option will be indexed at 35 basis points (.35%) over the floating rate option estimated as of 9/10/20).

Loan Origination Fee: .50% of the loan amount estimated to be $13,750.

Maturity Date: The first to occur of (a) 36 months (3 years) from the closing date or (b) receipt of sufficient Tax Credit Equity to repay the Loan Facility.

Disbursements: Bridge Lender requires that the development sources and uses at all times be in balance, and accordingly, that all Borrower owner equity required for the rehabilitation be funded and disbursed prior to draws on the Loan Facility. Bridge Lender may, in its discretion, approve disbursement of the Loan Facility on a more accelerated disbursement schedule (including full disbursement of the Loan Facility ahead of disbursement of other debt financing).

Amortization: None.

Prepayment Penalty: None.

Security Interest: The Loan Facility shall be secured by a first priority Assignment of the Capital Contributions, pursuant to which Borrower and General Partner pledge their right to receive the Tax Credit Equity as security for the Bridge Loan, and a first priority pledge of the general partner interest in the Borrower.

Financial Covenants: Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.

Prepayment Terms: Interest only during the construction period with all unpaid principal and interest due at maturity of the 3 year term.

Loan Agreements: Borrower's loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT's legal counsel, Winthrop & Weinstine in Minneapolis, MN.

Due Diligence: The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to:

(i) Appraisal including a Market and Feasibility Study
(ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns;
(iii) Phase I environmental report;
(iv) 42(m) letter issued by the allocating agency with respect to the Project;
(v) Financial statements of Investor, if requested by Lender;
(vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;

(vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;

(viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;

(ix) An ALTA survey of the Project;

(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;

(xi) The receipt of insurance coverage for the Project acceptable to Lender;

(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:

1. Developer resume/biography;
2. Previous Tax Credit Development Experience;
3. Project Overview;
4. Discussion and details of ownership structure for Project;
5. Project timeline;
6. Overall sources and uses for entire Project;
7. Detailed breakdown of Tax Credits;
8. Identification and background/resume of architect;
9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and

(xiii) Other items as requested during further review.

GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. For conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence immediately when the loan is funded.
5. CRBT reserves the right to request monthly financial statements in the event the projects DSCR falls below 1.05.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Reserve Accounts for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval.
If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by September 30, 2020 and will also expire if the Loan Facility is not closed by January 31, 2021.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Tyler Clark
Assistant Vice President
Specialty Finance Group

Accepted by: _____ Date: _____

Title: _____

RED STONE™
EQUITY PARTNERS

September 22, 2020

Mrs. Holly Knight
BGC Advantage, L.L.C.
1910 Farmerville Highway
Ruston, LA 71270

Re: Keystone Family Homes
Springfield, Missouri

Dear Mrs. Knight,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Keystone Family Homes (the "Project") located in Springfield, Missouri. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in Keystone Family Homes, LP, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, renovate and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 297 residential units for rent to low-income families. The Project will consists of multiple scattered sites located in the City of Springfield, Greene County, within the State of Missouri. Within the Project, 293 of the units are expected to be Housing Credit compliant, with four (4) additional units being designated as management units. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Missouri Housing Development Commission (the "Agency"). The means for such conformance shall be reviewed by and be acceptable to Red Stone.

6000 Fairview Road, Suite 550, Charlotte, NC 28210
TEL: 704-200-9500 WEB: www.rsequity.com
Boston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Los Angeles ▪ New York ▪ San Diego

Number of Units	Income Restrictions	Project Site
75	60% AMI / RAD	Bolivar Road
1	Manager Unit	Bolivar Road
79	60% AMI / RAD	Cedarbrook
1	Manager Unit	Cedarbrook
20	60% AMI / RAD	Circle Apartments
24	60% AMI / RAD	Dogwood Square
32	60% AMI / RAD	Glenwood
1	Manager Unit	Glenwood
32	60% AMI / RAD	Scattered Sites
32	60% AMI / RAD	Villa Marie
1	Manager Unit	Villa Marie

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	November 1, 2020
Completion Date	April 1, 2023
First Unit Leased	January 1, 2021
Last Unit Leased	January 31, 2023
Stabilized Operations	October 1, 2023

2. **Project Ownership**. Keystone Family Homes GP, LLC (the "General Partner") will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	Keystone Family Homes GP, L.L.C.	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	BGC Advantage, L.L.C.	[redacted]
Guarantors[1]	BGC Advantage, L.L.C. (corporate), Holly Knight (personally), and/or other entities acceptable to Red Stone	
General Contractor	To-be-determined	
Property Manager	To-be-determined	

[1] The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project is expecting to receive an allocation of 4% Housing Credits from the Agency for the year 2020 in an annual amount of $1,393,374. The total Housing Credits anticipated to be delivered to the Partnership is $13,933,374 (the "Projected Federal LIHTC").

4. **Capital Contribution**. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of $12,608,775, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	$13,933,374	$13,932,349	$0.905	$12,608,775
			Total	**$12,608,775**

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 1 year; and 100% of depreciation on personal property being taken over 1 year. The allocation of the depreciable line items is subject to Red Stone's review and approval.

A. 10.00% ($1,260,878) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) the long-term HAP contact is in place, (e) receipt of commitments of the additional financing sources described in Paragraph 11, and (f) closing and initial funding of the construction loan and the soft loans.

B. 25.00% ($3,152,194) shall be paid upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) achievement of 50% construction completion as certified by the Project architect and as verified by Red Stone, and (c) July 1, 2022.

C. 22.50% ($2,836,974) shall be paid upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) achievement of 75% construction completion as certified by the Project architect and as verified by Red Stone, and (c) January 1, 2023.

D. 10.00% ($1,260,878) shall be paid upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) April 1, 2023.

E. 30.00% ($3,782,633) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) the long-term HAP contract is in place, (h) calculations of the preliminary adjusters have been prepared, and (i) October 1, 2023.

F. 2.50% ($315,219) upon the later of (a) satisfaction of the funding conditions described in (E) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, (d) calculations of final adjusters have been prepared, and (e) January 1, 2024.

5. **Adjusters**.

A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.905 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) $0.905 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. Timing of Housing Credit Delivery. In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) $0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves**. The Partnership will fund the following reserves:

A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fifth Capital Contribution equal to six months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently projected to be $1,205,988). Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to six months OERDS (currently projected to be $1,205,988) (the "Minimum Balance") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. Notwithstanding the foregoing, the General Partner shall be entitled to withdraw funds from the Operating Reserve in excess of the Minimum Balance without Red Stone's consent; provided, however the General Partner shall provide notification of any such withdrawals. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

B. Replacement Reserve. A capitalized Replacement Reserve in the amount of $500,000 shall be established for the benefit of the Partnership in a segregated account no later than the payment of the fifth capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $350 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.

7. **Guarantees**. The Guarantors will guarantee the following obligations of the General Partner:

A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will constitute non-interest bearing loans to the Partnership or capital contributions and Guarantors will have any right to receive any repayment on account of such payments.

B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:

(i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 6 consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute loans at AFR to the Partnership by the General Partner which shall be repaid from the distribution of sale proceeds pursuant to Section 10(C).

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be equal to six months OERDS (currently projected to be $1,205,988) (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio each of the last consecutive 4 quarters of the ODG Period, and the long-term HAP contract remains in place. Any amounts so advanced will constitute loans ("Operating Deficit Loan") at AFR repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10. The debt service coverage ratio will be further defined in the forthcoming Partnership Agreement but will include a 5% vacancy rate on subsidized unit revenue and a 7% vacancy on unsubsidized unit revenue.

(iii) Notwithstanding anything to contrary, the Guarantors will be obligated to cover any operating deficits due to the loss or reduction of the HAP Contract throughout the compliance period

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction**. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $20,841,209 in addition to a hard cost contingency equal to 10% of the contract amount. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.

9. **Fees**. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

A. Developer Fee. The Developer will earn a developer fee of $3,254,000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $1,206,345 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be $2,047,655 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or % *
Fifth Capital Contribution	66%
Sixth Capital Contribution	34%

* To the extent necessary, adjustments to the payment of the Cash Development Fee may be required to ensure that an amount equal to no less than 10% of the permanent loan is held until permanent loan conversion.

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

B. Property Management Fee. The property management fee will total approximately 5.50% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Partnership will pay Red Stone an annual asset management fee in an amount equal to $10,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Partnership Management Fee. The Partnership will pay the General Partner an annual partnership management fee in an amount equal to $10,000 per annum. The partnership management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

E. Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. **Distribution of Tax and Cash Benefits**.

A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.990% to the Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.

B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Limited Partner in proportion to any tax liability incurred by such partner;

(ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;

(iii) to the Limited Partner as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) 40% to the payment of the Seller Note;

(vii) to the payment of any debts owed to the General Partner;

(viii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

(ix) the balance, 0.009% to the General Partner, 0.001% to the Special Limited Partner and 99.990% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.

C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;

(iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;

(iv) to the Limited Partner in an amount equal to any projected exit taxes:

(v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing**. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. Permanent Loan. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of cash flow
CRB&T Perm Loan – $20,200,000	Hard	3.74%	216	480	100%
Seller Note - $9,258,590	Soft	5.00%	504	N/A	40%
Operating Income during construction - $331,099	N/A	N/A	N/A	N/A	N/A

12. **Purchase Option and Right of First Refusal**. For a period of 2 years following the compliance period, the Housing Authority as a member of the General Partner shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the General Partner at its discretion, the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3. If the General Partner is a not for profit entity, the purchase price shall be the amount required pursuant to Section 42(i) of the Code.

13. **Due Diligence, Opinions and Financial Projections**. The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to $85,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Partnership Closing**. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity**. Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

16. **Early Exit**. Red Stone hereby acknowledges it is the intent of the General Partner to exit the Partnership as soon as reasonably possible following the end of the credit period. Furthermore, Red Stone in consultation with its investors hereby agrees to use commercially reasonable best efforts to effectuate an early exit from the Partnership through a to-be-defined provision in the Partnership Agreement which may include a put or purchase of the interest of the Limited and Special Limited Partners.

17. **Pre-Development Loan**. Upon the execution of this Letter of Intent, counter signature by Red Stone and the execution of Red Stone's pre-development loan documents, Red Stone will provide a pre-development loan for Project expenses incurred after the date of this letter in an amount of up to $500,000 with an interest rate of 8%, a 1% origination fee, and a maturity of January 1, 2021. Full joint and several repayment guarantees will be provided by the Guarantors.

[Remainder of page left intentionally blank]

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter. The terms of this letter are not binding until countersigned and accepted by an authorized officer of Red Stone.

Sincerely,

By: 
Name: Darren T. Swanson
Title: Managing Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

August 7, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806

Dear Ms. Wolfram:

Attached please find an amended CHAP Exhibit A for 222 units at the following RAD projects: 48 units at SOUTH TOWER (MO058000002), 33 units at MADISON TOWER (MO058000003) and 141 units at BOLIVAR ROAD (MO058000004), whose initial CHAP was awarded December 13, 2017. As this project is already being processed for conversion, all of the established CHAP milestone due dates will remain in effect, with any extension requests subject to the same approvals as established in the original CHAP.

With the issuance of this amended CHAP Exhibit A, you are required to update all relevant information on the RAD Resource Desk, including, but not limited to, the Transaction Log and Rent Schedule, so that the transaction accurately reflects these rents, number of units and configuration presented herein. In addition, please take appropriate action if this amendment requires a Significant Amendment to your Public Housing Agency Five Year or Annual Plan.

If you have any questions regarding this Amendment, please contact your Transaction Manager.

Sincerely,

Thomas R. Davis
Director
Office of Recapitalization

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Pre-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$478	$77	$555
14	1	$478	$77	$555
24	1	$478	$79	$557
18	1	$478	$144	$622
3	1	$478	$163	$641
15	2	$618	$94	$712
33	2	$618	$94	$712
32	2	$618	$97	$715
13	2	$618	$94	$712
16	2	$618	$200	$818

12	2	$618	$200	$818
6	3	$757	$112	$869
10	3	$757	$112	$869
4	3	$757	$117	$874
10	3	$757	$112	$869
9	3	$757	$248	$1,005

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Post-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$484	$70	$554
14	1	$488	$64	$552
24	1	$491	$62	$553
18	1	$494	$123	$617
3	1	$495	$141	$636
15	2	$633	$75	$708
33	2	$633	$74	$707
32	2	$638	$71	$709
13	2	$634	$73	$707
16	2	$656	$150	$806

12	2	$656	$150	$806
6	3	$778	$84	$862
10	3	$778	$84	$862
4	3	$786	$78	$864
10	3	$781	$80	$861
9	3	$820	$164	$984

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

The RAD Contract Rents are inclusive of utility savings.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Minneapolis, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

September 17, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806-2938

Dear Ms. Wolfram:

On December 13, 2017, since amended, the Department awarded the Springfield Housing Authority (SHA) a Rental Assistance Demonstration (RAD) Commitment to enter into Housing Assistance Payments (CHAP) at Bolivar Road, MO058000004. The Department amended the CHAP award on August 7, 2020, per Notice PIH 2018-04 (HA) "Notice" 3A.3.c "Comprehensive Rehabilitation or Replacement through Rental Assistance Demonstration (RAD)". The Office of Recapitalization issued the RAD Conversion Commitment (RCC) on September 16, 2020 for the 297 dwelling units in the covered project. Consequently, the Special Applications Center (SAC) amended RAD application DDA0008689, removing 17 Annual Contributions Contract (ACC) units from AMP MO058000002; 11 ACC units from AMP MO058000003; and 47 ACC units from MO058000004. The SAC created application DDA0010985, disposition of 17 dwelling units within 10 dwelling buildings at South Tower, MO058000002; 11 dwelling units within 11 dwelling buildings at Madison Tower, MO058000003; and 47 dwelling units within 19 dwelling buildings at Bolivar Road, MO058000004, in the Public and Indian Housing Information Center (PIC).

Environmental Assessment and Fair Housing and Equal Opportunity Certifications, Significant Amendment to PHA Plan and RAD Conversion Commitment

The City of Springfield, per 24 CFR part 58, performed the environmental assessment, and the St. Louis Office of Public Housing (OPH) authorized the use of grant funds (HUD-7015.16) on August 18, 2020.

The Region VII Office of Fair Housing and Equal Opportunity (FHEO) approved the RAD Relocation Checklist on April 1, 2020.

Per 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable per 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the U.S. Housing Act of 1937, "the Act", (42 U.S.C. 1445p) and this part."

On April 17, 2020, the St. Louis OPH approved the agency's Annual Plan submission, which includes a description of the proposed action. Approval of the Section 18 action is contingent on the Department's review and approval of the financing plan for both the RAD transaction and the associated Section 18 action and, the subsequent issuance of an RCC.

Development History, Description and Proposed Disposition

The Department has not approved an inventory removal action at AMPs MO058000002 and MO058000004. On October 3, 2019, the Department approved disposition application DDA0009393, 1.33 acres improved with 10 dwelling units within 5 dwelling buildings at Madison Tower, MO058000003. The following tables summarize South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, 75 dwelling units within 40 dwelling buildings (aggregate).

South Tower, MO058000002 DOFA: 8/21/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	63	21	29	36	-	-	149
Proposed Dwelling Units	-	-	-	17	-	-	17
Existing Dwelling Buildings							22
Proposed Dwelling Buildings							10
Existing Non-dwelling Buildings							1
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Madison Tower, MO058000003 DOFA: 9/20/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	98	60	14	2	-	-	174
Proposed Dwelling Units	-	7	3	1	-	-	11
Existing Dwelling Buildings							28
Proposed Dwelling Buildings							11
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Bolivar Road, MO058000004 DOFA: 6/2/1971							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	-	45	80	46	20	2	193
Proposed Dwelling Units	-	-	-	24	21	2	47
Existing Dwelling Buildings							46
Proposed Dwelling Buildings							19
Existing Non-dwelling Buildings							3
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Disposition Justification, Method and Relocation

SHA proposed disposition pursuant to 24 CFR 970.17(c) where the PHA has otherwise determined the disposition to be appropriate for reasons that are consistent with the goals of the

PHA and the PHA Plan and that are otherwise consistent with the Act. Per the Notice's Section 3A.3c., the agency elected to convert at least 75 percent of the public housing units within the covered project and replace up to 25 percent of the public housing units within the covered project with Section 8 project-based voucher (PBV) assistance. SHA will provide PBV assistance to 75 of the 297 units in the Office of Recapitalization-defined covered project and convey the improvements and acreage through the RAD closing process.

The Department allows disposition of property for less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA, or the federal government. Parcel acreage for the transaction will be reflected in the associated RAD approval. The Department determined, through approval of the agency's RAD financing plan, that the disposition is pursuant to 24 CFR 970.17(c) and the disposition method is in accordance with 24 CFR 970.19(a). At application creation, all units proposed for disposition were occupied within the past 24 months. Though subject to the requirements of 24 CFR 970.21(e) and (f), relocation will be consistent with RAD requirements per Notice PIH 2019-23.

Resident Consultation

1. Project Specific Resident Organization: None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. SHA held a resident meeting on July 15, 2020 to discuss the RAD conversion and disposition combination. The Department determined that SHA's actions met the requirements of the regulation.

Offer for Sale to the Resident Organization

24 CFR 970.9(b)(1) requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964 or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The SHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families per 24 CFR 970.9 (b)(3)(ii); therefore, 24 CFR 970.9(b)(1) is not applicable.

Board Resolution and Mayor/Local Government Consultation

The SHA's Board of Commissioners approved the disposition and associated activities via Resolution 2231 on July 24, 2020, per 24 CFR 970.7(13). The application also includes a July 21, 2020 letter of support signed by the Honorable Ken McClure, Mayor, City of Springfield, per 24 CFR 970.7(14).

Approval

The Department's review finds the SHA's application complete and consistent with Section 18 of the Act and meets the requirements of the implementing regulation 24 CFR part 970, including requirements pursuant to 24 CFR 970.9. Based upon the review, the Department approves the disposition of 75 dwelling units within 40 dwelling buildings (aggregate) at South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, as described in the application and identified in the table below.

South Tower, MO058000002; Madison Tower, MO058000003; Bolivar Road, MO058000004 Approved Disposition – Dwelling Buildings: 40; Units: 75				
Total Units Redeveloped: 75	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Leasehold	-	-	75	-
Acquiring Entity	Office of Recapitalization Approved Acquiring Entity			
Acquisition Method	Office of Recapitalization Approved Method			
Terms	Office of Recapitalization Approved Terms			
Purpose	Provision of Low-Income Housing			

Conditions

The Office of Recapitalization, with concurrence from the Office of the General Counsel (OGC) must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DoT) or Declaration of Restrictive Covenants (DoRC), disposition approval and release of the DoT/DoRC does not circumvent or supersede those obligations.

Operating Subsidy, Capital Fund Financing Program and Tenant Protection Vouchers

Disposition of 75 low rent units will affect the SHA's operating subsidy eligibility. The St. Louis OPH must ensure that the SHA's Form HUD-52723 reflects these changes. The Department notes 59 units are interspersed with RAD units within the buildings and are not eligible for Asset Repositioning Fees (ARF). The remaining 16 units are not interspersed and are ARF eligible. The agency does not have Department approval to participate in the Capital Fund Financing Program (CFFP). Per PIH Notice 2019-08 (the "Notice"), SHA is eligible to receive Section 8 Housing Choice Voucher assistance in the form of Tenant Protection Vouchers (TPVs) for this disposition approval. The Notice separates TPVs into two classes, replacement vouchers and relocation vouchers. The Notice provides that the Department may only provide replacement TPVs for units that were occupied within the previous 24 months that cease to be available as assisted housing, and only to the extent that funding is available.

On the date of this approval, 75 ACC units were occupied within the previous 24 months. SHA does not intend to redevelop public housing units at the property. Based on the Notice's provision, the Department determined that SHA is eligible to receive a maximum of 75 **replacement** TPVs for the affected units in this action.

TPV Type	Maximum Eligibility Number
Relocation	0
Replacement	75

The Department will not automatically issue TPVs to SHA as part of this approval. Instead, SHA must apply to the Department separately for TPVs in accordance with the Notice. Because the RCC issuance begins the RAD closing procedure, and the RAD and disposition approval and removal process occur concurrently, SHA should submit the TPV request immediately. The timing of SHA's TPV application submission and the start of relocation noted in this approval should be consistent. To apply for TPVs, the agency must submit the following to the St. Louis OPH:

a) The AMP and IMS/PIC application number of this disposition approval.
b) The number of TPVs requested (subject to the limitations above)
c) Form HUD-52515 (Voucher Funding Application)
d) A copy of this approval (PDF version - signed and dated)

Please review the Notice for further guidance on TPV application submission and timing.

PIC and Monitoring

Per 24 CFR 970.35, the Department requires SHA to inform the SAC and the Office of Recapitalization of the status of the project (actual disposition dates, modification requests, delays or other problems) and of any deviations to the mandated 24 CFR 970.7 (a)(4) general timetable shown below.

Milestone		Number of Days after HQ Approval
A	Begin relocation of residents	0
B	Complete relocation of residents	90
C	Execution of contract for removal (e.g. sales contract or demolition contract)	90
D	Actual Removal Action (e.g. demolition or sale closing)	90

On or one day before the associated HAP contract start date, SACTA will enter the transaction date and the actual number of buildings and units, then remove the improvements from inventory. The St. Louis OPH received a copy of this approval.

Sincerely,

JANE HORNSTEIN

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2020.09.17 15:55:31 -05'00'

Jane B. Hornstein
Director

Cc: St. Louis OPH
RAD Resource Desk
RAD Readiness Transaction Manager
RAD Financing Transaction Manager
RAD Closing Management

EXHIBIT "F"

ESTIMATED PROJECT BUDGET – CEDARBROOK APARTMENTS

CEDARBROOK APARTMENTS

DEVELOPMENT BUDGET	
ACQUISITION	2,000,000
SITE IMPROVEMENTS	-
CONSTRUCTION	6,260,560
PROFESSIONAL FEES	1,248,444
BOND COSTS	99,663
CONSTRUCTION FINANCE COSTS	516,418
PERMANENT FINANCE COSTS	22,626
SOFT COSTS	377,900
RESERVES	485,609
TOTAL USES	11,011,221
SOURCES OF FUNDS	
1ST MORTGAGE	5,192,000
CASH FLOW FROM OPERATIONS	274,658
SELLER MORTGAGE	1,773,676
PHA CASH FLOW	99,614
AGENCY HOME LOAN	-
DEF. DEVELOPER FEE	100,706
TAX CREDIT EQUITY	3,570,566
TOTAL SOURCES	11,011,221

Exhibit "G"

HUD RELOCATION PLAN – CEDARBROOK APARTMENTS

Relocation Plan for the Revitalization of Bolivar Road Apartments, Cedarbrook, Circle, Dogwood, Glenwood, Scattered Sites, and Villa Marie under the LIHTC, Rental Assistance Demonstration Program (RAD), or other initiatives

developed by

Housing Authority of the City of Springfield
(HAS)

January 14, 2020

421 W Madison Street #1
Springfield, MO 65806
(417) 866-4329

I. Introduction and Project Summary

Housing Authority of the City of Springfield (HAS) has an aging housing stock and growing physical needs. Due to this, the agency has been through a comprehensive physical needs assessment that looked at each project to help determine critical, immediate, and 20 year needs. This has led the housing authority to an overall strategic revitalization effort utilizing the Rental Assistance Demonstration (RAD) program and other affordable housing preservation strategies including Section 18 Demo/Dispo.

HAS with the concurrence of the community and residents is undertaking the revitalization, demolition, disposition, or other methods to transition the housing stock at Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, Bolivar Road, and various other complexes, within the portfolio that will be converting to the Project-based Voucher (PBV) Program under the Rental Assistance Demonstration (RAD) Program, restructured under the Low-Income Housing Tax Credit Program, or revised through other revitalization strategies. Depending on the type of revitalization, demolition, disposition, or other activities, residents will require temporary or permanent relocation while the redevelopment, extensive modernization or renovations are occurring.

Proposed Modernization or Redevelopment Goals By Public Housing Development

Site	Type	# Units	Year Built	Modernization/Redevelopment Goals	Relocation Requirements
Bolivar Road Apartments	Family	81	1971	Rehabilitation/Demolish/Reduce Density	Permanent with Right to Return to New Site of Alternate Sites
Glenwood	Family	33	1973	Substantial Rehabilitation	Temporary/Right to Return
Scattered	Family	32	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Circles	Family	20	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Dogwood Square	Family	24	1982	Substantial Rehabilitation	Temporary/Right to Return
Cedarbrook	Family	80	1972	Substantial Rehabilitation	Temporary/Right to Return
Villa Marie	Family	32	1972	Substantial Rehabilitation	Temporary/Right to Return

Specific to the site the following conditions have been included in the planning effort:

Redeveloped Site Activity

Bolivar Road Apartments (rehabilitation and demolition through RAD)
This project would be submitted for funding approval in the 1st quarter of 2020. It would include demolition of 12 existing units and rehabilitation of 68 units. The reduction of units will allow for reduce density in the community. Current residents will be offered temporary, or permanent if necessary, relocation and the possibility opportunity to return to the site.

Glenwood (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Scattered (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Circles (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Dogwood Square (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Cedarbrook (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Villa Marie (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Schedule for Redevelopment/Relocation of Public Housing By Site

Site	Beginning Action	Relocation From	Construction/Rehabilitation Completion	Return Relocation
Bolivar Road Apartments	Demolition/Rehab start 3rd quarter 2020	3rd – 4th quarter 2020	2nd quarter 2022	Staged upon construction completion, relocation finished 2nd quarter 2022
Glenwood	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Scattered	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Circles	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Dogwood Square	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Cedarbrook	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Villa Marie	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021

Financial Resources
HAS is working with a development team to identify best practices and strategies to meet the physical needs at the housing authority sites as well as emerging housing needs in Springfield. HAS will utilize multiple housing authority funds to leverage private and public funding opportunities for all of the redevelopment and new construction projects. The housing authority through the partner entities will utilize the 4% tax credit

program. Each project will have distinct funding based on the size of the project, scope of work, and type of construction occurring.

The following includes a list of anticipated funds for the HAS. These funds will be allocated to ongoing capital fund improvements as well redevelopment efforts including RAD and non-RAD developments. The housing authority is using a combination of capital funds and other PHA financial resources to complete third party assessments that contribute to the financial and physical viability of the projects. Public Housing is so restrictive that it doesn't attract investors and lenders as RAD and/or project-based voucher contracts. The HAS will be assessing all avenues to determine the best fit for funding, programs, and long-term viability.

General Relocation Conditions

Tenant belongings will be relocated with the tenant while the work is undertaken. Depending on the development, HAS will be demolishing, rehabilitating, or modernizing the units including interior and exterior renovation causing tenants relocation. Generally, the relocation time on moderate rehabilitation should not last longer than 90 days on each unit during the construction period. In other words, the kitchen and bathroom cabinets and sinks, electrical renovation, water heaters, 504 upgrades, and wall removals will be occurring on the developments. The resident will be required to move, since the work to be performed includes the extensive renovation of the tile floor, painting, reworking plumbing, etc. At the end of the relocation, tenants will be allowed the opportunity of the right to return to the property. There may be some additional tenants, based on individual qualifiers, that may be offered the opportunity of additional housing opportunities for permanent relocation or housing at alternative sites or use of the Voucher.

The ADA (Section 504) renovation requires temporary relocation for those families in those units that are undergoing substantial renovations to convert the units to full 504 accessibility standards. The families may require a temporary/permanent relocation to another unit. Tenants will be provided the services as required under the Uniform Relocation Act (URA). It is anticipated that some residents may be relocated through the Housing Choice Voucher (if necessary) since demolition/disposition are part of the proposed actions. In the cases where construction will be scheduled to occur on vacated units in the development- the HAS will start holding vacancies once the plans are approved for renovation/demolition to ensure adequate vacancies at the development to start the process and the impact will be minimal when most of the families, will remain on the development and just moved to an alternate unit that has or has not been renovated during the process.

It is not anticipated, but some residents may extend past the 12 months, although it is estimated that this will be the exception to the process for rehabilitation- since the construction schedule is generally a 9- to 12-month period. Should the rare occasion occur that the relocation extends past the 12- month period, the tenants who are temporarily relocated in excess of 12 months will be offered permanent relocation

assistance at that point under the URA in accordance with Appendix 4 of Notice H 2016-17/PIH 2016-17. If the relocation extends past the 12- month period, the family will also be offered the opportunity for voluntary permanent relocation under the PIH notice 2016-17. Since RAD is a higher standard and will meet all Section 18 requirements, HAS will use RAD notices and RAD implementation requirements.

After redevelopment, the entire site will consist of the same configurations, therefore no family will be displaced as a result of unit size changes. Based on HAS's needs for the community, the following is the current bedroom size configuration by development and the ending configuration after rehabilitation/redevelopment:

Property Name	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Total
Bolivar Road Apartments currently		30	0	1	0	0	81
Bolivar Road Apartments after redevelopment/rehab		18	33	20	8	2	68
Glenwood currently		0	13	20	0	0	33
Glenwood after redevelopment/rehab		0	13	20	0	0	33
Scattered currently		0	16	16	0	0	32
Scattered after redevelopment/rehab		0	16	16	0	0	32
Circles currently		5	22	3	0	0	20
Circles after redevelopment/rehab		5	22	3	0	0	20
Dogwood Square currently		24			0	0	24
Dogwood Square after redevelopment/rehab		24	0	0	0	0	24
Cedarbrook currently		24	32	16	8	0	80
Cedarbrook after redevelopment/rehab		24	32	16	8	0	80
Villa Marie currently		3	15	10	4	0	32
Villa Marie after redevelopment/rehab		3	15	10	4	0	32

With respect to both temporary and permanent displacements, the HAS relocation plan will use the recommended notices as contained in the RAD Relocation Notice H 2016-17/PIH 2016-17. HAS is not to use the Notice of Non-displacement or Notice of Eligibility for Relocation Assistance from Handbook 1378 as referenced in previous relocation plans. The HAS will make revisions to ensure compliance with Notice H 2016-17/PIH 2016-17 and notices.

HAS will document that each household to be permanently displaced was first offered the choice to voluntarily accept permanent relocation and waived their right to return. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, all residents will be offered the right to return upon completion of the rehabilitation.

HAS determined that families would be relocated at least once during the multi-phased undertaking of redeveloping the sites. The mandatory transfers to other available

housing programs or converted stock will initially be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation or new construction.

HAS will make every effort to minimize the impact of relocation on the resident population. HAS will use staff and contractors to assist the families with the temporary or permanent relocation- and families have the right to return upon completion. HAS is undertaking the revitalization of developments that are needed to preserve the limited affordable housing stock, reverse the continuing decline of public housing and allow the revitalized property to compete in the community for qualified residents.

HAS has involved and informed residents from the very beginning in the program of the conversion under RAD, LIHTC, or alternative undertakings and has sought input into the plan. HAS has kept and will continue to keep residents current on its plans for the developments. To date these activities have included meetings, workshops, public notice, revisions in the Agency Plan, notification to HUD, and working with the resident groups and this has proven particularly helpful in bringing tenants' views into consideration on a timely basis. HAS prepared a resident questionnaire (survey) and will use it to solicit and consider tenants' views on the program's impact and any special needs.

HAS has fully considered the resident's views on the redevelopment and especially in the relocation of tenants from the developments. The HAS will utilize the staging of the construction/redevelopment of the program as an important method in which the temporary or permanent relocation of tenants can be achieved with minimum disruption to the residents. Existing public housing, non-revitalized units on the site will be available to provide the resource for many if not all the residents to relocate. Upon completion, those residents temporarily relocated will return to the unit and/or building/development whenever possible. HAS intends to use vacancies arising in its inventory of the apartments in the development so that it may create a meaningful temporary relocation resource. Priority for any relocation will be given to those families that must be relocated to remain in the same development.

HAS will pay for the relocation cost to move residents on a temporary/permanent basis. HAS will pay those eligible relocation costs, including utility transfers in accordance with the Uniform Relocation Act for the relocation of residents under the RAD program. Although it is not anticipated that many vouchers will be required for relocation, if it is required, HAS will assist residents with the program requirements, assist them in finding an available Section 8 unit, and further assist them to remain in Section 8 housing through the mobility-counseling program. In the case of Tenant Protection Vouchers, HAS will provide extensive workshops and technical assistance to help residents making the transition to the Voucher Program. All the relocation will be conducted in accordance with the rules of the Uniform Relocation Act and PIH notices governing this proposed action.

HAS is using funding assistance from the tax credit program and other allowable program funds for the renovations and redevelopment of this site. All families residing on the site will remain eligible for the site. In addition, no resident will be relocated until such time as funding is fully secure to begin and funding is available for that phase of the relocation, rehabilitation/construction, and counseling requirements.

Information and Consultation

HAS provides residents with a general information notice advising them of the possible affects of proposed action.

Residents required to relocate due to renovation construction work will receive certain benefits in the form of notices, advisory and counseling services, and housing assistance payments as appropriate. HAS will follow the notices, services and payments as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (also known as the Uniform Relocation Act, or "URA") for the program funded. The policies and procedural requirements of the URA as applied to HUD-funded programs are consolidated in HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition", PIH 2014-17 RAD Relocation, and other requirements will be followed by the HAS.

Generally, the following notices, counseling and benefits will apply to this project. The timing of notices and services, and the levels of benefits may vary depending on the nature and timing of specific project and phasing activities, and the rules associated with various types of funding.

Notices

The following notices will be provided to residents in developments scheduled for rehabilitation under the redevelopment subject to the URA:

The RAD Information Notice must do the following:

- *RAD Information Notice (RIN)* MHA has provided the RAD Information Notice to residents at the very beginning of the RAD conversion planning process in order to convey general written information on potential project plans and residents' basic rights under RAD, and to facilitate residents' engagement with the PHA regarding the proposed RAD conversion. The MHA has provide a RAD Information Notice to all residents of a Converting Project prior to the first of the two meetings with residents required by the RAD Notice, Section 1.8.2, and before submitting a RAD Application. This RAD Information Notice shall be provided without regard to whether the PHA anticipates any relocation of residents in connection with the RAD conversion.

- *General Information Notice (GIN).* MHA has notified residents of its decision to convert to RAD and to apply to agencies for redevelopment funding. The MHA will bring this notice more current as other activities and the approval process takes place. MHA will further provide the residents with an updated *General Information Notice once all components are approved and in place.* This notice explains the nature of the proposed project, description in general terms of the relocation assistance that MHA will make available to residents, and explain the proposed timetable for relocation. The notice further states that the HAS will provide all residents with comparable replacement housing and urge them not to move. MHA will further update the notice since the timing of the original notice may not have the sustaining impact and more current notices will vary depending on local circumstances, project timing and phasing, and other considerations such as the opinion of the HAS regarding the adequacy of known information about the project. The notice will be made in accordance with Relocation Handbook 1378, and applicable statutes and regulations.

- *Notice* of Intent to Acquire- *Non-displacement, or Notice* of *Eligibility for Relocation Assistance.* As soon as feasible following HUD approval of the HAS's final approval of the RAD or Revitalization Plan, whichever comes first, the HAS will provide residents with a more specific notice of their rights. Residents who will move temporarily will receive a Notice of Non-displacement. This document will inform residents of the specific relocation services and benefits to which they are entitled, when they will receive those services and benefits, and any procedures that must be followed to obtain them. This notice will again advise residents not to move.

- Thirty Day Notice. No resident to be temporarily displaced will be required to move unless the household has first received at least 30 days written notice of the earliest date the family will be required to move. The 30 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This would be the primary notice used on Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road since it is anticipated residents will be out of the unit for less than 12 months.

- *Ninety Day Notice.* No resident to be permanently displaced will be required to move unless the household has first received at least 90 days written notice of the earliest date the family will be required to move. The 90 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This will be the notice that is used if and when the redevelopment would exceed 12 months- since it will be considered permanent relocation with a right to return. Note: Permanent Relocation

Assistance: permanent relocation would require that HAS to offer alternative housing options in accordance with Section 6.10 of the Relocation Notice. The HAS cannot require a resident to accept permanent relocation: the resident must voluntarily relinquish their right to return in writing as being given at least 30 days to consider the HAS's offer. The RAD program requirements in this area can exceed the URA and the URA requires three but not less than one comparable housing option once a person is permanently displaced (i.e., after one year and one day). If HAS knows from the beginning that residents are going to be permanently moved and not return, the HAS must follow the requirements of Section 6.10 of the RAD Relocation Notice and offer the resident an alternative housing offer that persuades the resident to voluntarily relinquish their right to return in writing. HAS cannot require permanent relocation; the resident must choose this voluntarily.

Advisory Services and Counseling

Relocation advisory services will include one or more personal interviews with each household. Typically, the HAS will survey residents early in the process to determine each household's general relocation needs, and then provide additional counseling, services and information as specific issues are identified. The HAS will have plans and processes in place to communicate with families who are not proficient in English, and with people with disabilities.

At minimum, HAS's advisory services and counseling will:

- determine the needs of individual families;
- explain the availability of relocation benefits and services, including the eligibility requirements, the procedures for obtaining benefits and services, and the amount of the replacement housing payment, if any;
- explain the timetable for temporary relocation or permanent displacement;
- advise the family of specific comparable replacement dwellings that will be available;

Moving Expenses

Relocating residents are entitled to payment for their actual moving and related relocation expenses, so long as those expenses are reasonable. The payment must include expenses for:

- transportation to replacement dwelling;
- packing, moving and unpacking furniture and family belongings;
- storage for a period not to exceed 12 months;
- disconnecting, dismantling, moving and re-assembly of household appliances;

- utility hook-ups, including re-installation of telephone and cable service;
- insurance against loss of personal property during the move, or the replacement value of any property lost, stolen or damaged during the move
- credit checks; and
- other reasonable moving expenses.

Relocation Resources

All eligible residents, who are relocated, will receive the appropriate services and benefits required. The HAS relocation resources for the development include: (1) priority for available units at the specific development undergoing the work (2) priority for vacant turnover units of at other HAS developments; and (3) priority for tax-credit and other units available after the redevelopment on the specific site or other HAS sites, (4) priority for the Voucher- whenever needed. HAS will use all available resources to identify and move residents into their desired housing preference. On a limited basis, residents will be offered available housing choice vouchers during the relocation process.

The relocation developments are within reasonable distance to bus lines and services. All sites are to be made handicap accessible and also accessible to shopping areas, employment areas, grocery stores and medical offices.

HAS has addressed the housing issues of disabled families and families with disabled members by proactively making all programs and services available to qualified families. All facilities operated, and programs managed by HAS will be made 504 compliant or at least the minimum number of units will be made 504 compliant. If relocated disabled families are having difficulty in the relocation, HAS will provide for reasonable accommodations to address the issues. HAS has handicapped-accessible units in the public housing program. These units are available in the necessary bedroom sizes. During gathering data on the relocation survey, HAS included a specific area on the survey to assist families and the HAS in identifying special needs of each family. These special needs will be considered in making relocation offers.

(1**) Vacant Turnover of Units at Other HAS Sites:**

To accommodate all households needing a unit, HAS has prioritized the displaced families as the highest priority for vacant turnover units. HAS provides for this priority in the current Admission and Occupancy Policy (ACOP) and has updated the Administrative Plan to include a priority for relocation by HAS initiatives. The policies are incorporated in the PHA Plan process and remain supporting documents to the PHA Plan.

(2) HAS Developments:

HAS determined that families would be relocated at least once during the multi-phased undertaking of redevelopiment. The mandatory transfers to other available public housing or converted stock will be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation. All families relocating to public housing and other sites will be offered decent, safe and sanitary units that meet the local occupancy codes and UPCS or HQS- depending on the program requirement. All properties are inspected prior to occupancy and before relocation, the units are determined that they meet UPCS or HQS.

(3) Redevelopment Sites:

As the development continues through redevelopment- current residents will be prioritized for returning to the development/unit. Based on the individuals needs and from information gathered during the initial survey data, HAS has designed a plan to address all the family's requests during the relocation process.

Use of Section 8 Vouchers During the Relocation Process

HAS has determined that the HCV Program will be needed for a limited number of families during the relocation activities. HAS has a voucher program of adequate size to address these issues. Relocated families will have priority over current families on the waiting list- if the voucher is needed for relocation and these revisions have already been included in the Administrative Plan. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road, it is anticipated that vouchers will be offered for relocation and HUD is providing tenant protection vouchers.

II. Resident Return and Re-occupancy Policies

HAS has determined that the first choice of many residents of the development site is to remain a part of the community during the process and after the conversion to Project-based Vouchers under RAD or redevelopment. Under RAD, there is no rescreening or re-eligibility requirements; therefore, all families are eligible for the new units after renovation. HAS has presented a method that all families will be provided a tenant survey on the relocation/selection process and will update the survey information prior to relocation, if and when required.

Typically, there is no rescreening. Residents that are temporarily relocated must remain in in compliance with the program (not be terminated) and have the first-priority right of re-occupancy of the revitalized unit at the development. HAS has and will continue to plan collaboratively with residents and other stakeholders to establish the occupancy terms and conditions for the revitalized community as a result of tax-credit funding and other final issues that may arise, but residents still retain the right to return. Relocation activities will not begin until the re-occupancy standards are established, with resident

consultation. Consistent with the goal of maximizing the opportunities for the residents, HAS will also attempt to identify potential obstacles with any re-occupancy and assist with counseling and special services aimed at overcoming any special needs.

HAS does not foresee any imposed conditions on the rights of residents to return to the revitalized site/unit other than being a resident remain in compliance during relocation. It is anticipated that all residents will remain in compliance with these requirements. Any resident that is not in compliance will be notified of non-compliance and given an opportunity to cure the deficiency.

III.Summary of Moving Cost

Temporary Moves

It is anticipated that most, if not all, will have temporary moves which are required for a two-way move. For rehabilitation, the move will be from their current unit to another vacant unit for approximately 90 days and then the family will be moved back to the original unit after rehabilitation is complete.

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same development/complex. (estimated cost of $1,500 movement each way) This is based on relocations at other local PHAs in Springfield. Tennessee, Arkansas and Louisiana.

- Number of and cost amount for two-way moves to a unit not in the same development/complex, carried out by the HAS. (limited number based on the survey)

- Number of and cost amount for two-way moves to a unit not in the same development/complex not carried out by the PHA. (limited number based on the survey)

Permanent Moves

It is anticipated that a limited number of permanent moves will be required on this project. All families are eligible to return, and most will indicate that they want to return to the unit after completion of the rehab.

- Number of and cost amount for one-time moves into another unit in the same building/complex. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA. (limited number of units)

IV. Temporary Relocation Assistance

HAS will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), HAS will send a RAD Notice of Relocation to residents who will be relocated. HAS will use the language outlined in PIH 2016-17 Appendices 3 and 4 sample RAD Notices of Relocation that will to be provided to residents that will be temporarily relocated.

The temporary relocation assistance the HAS will provide for residents is outlined in (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - HAS will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The units will be located in the same development-whenever possible- and HAS will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation at URA levels. It is anticipated the relocation will be for a very short duration; however, should the process become longer, the HAS will provide additional notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since some residents prefer to pack their own personal possessions and items of value, residents will be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the HAS will provide the resident with information on how to request this assistance. In those cases, HAS will assist the resident with the packing. HAS is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. HAS may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.

- Payment for Temporary Relocation Moving Expenses - The HAS generally chooses to do the following:

    - Undertake the moves itself, using force account labor (HAS laborer) or a moving company; or

    - As an alternative to the HAS's contractor or moving company;
        - Reimburse residents for all actual and reasonable moving costs.

The HAS will not make fixed payments since such payments may not be representative of actual reasonable costs incurred.

- Utility Costs - HAS is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, HAS is responsible for covering the expenses involved in transferring existing service. Utilities will be already turned on in the unit and HAS will pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). Although not anticipated, if a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the HAS utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

It is anticipated that there will be some cases of required permanent relocations. When those conditions occur, HAS would use the requirements outlined in PIH 2016-17 as follows:

Based on the local housing resources available, HAS will identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;
- Private-market rental housing (affordable, non-subsidized)

VI. Relocation Budget

Based on the results of the planning process, the HAS has a relocation budget that includes the following components:

1) The cost of administering the plan and providing assistance and counseling.

2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).

3) The cost of the physical move of the residents' belongings.
This physical move cost total is based on the move scenarios anticipated or projected by the resident survey.

4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.

5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).

Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. HAS states that these costs are indicated in the application, or attach any other information required by HUD, to support these costs.

HAS understands that the statutory requirements and protections of the URA cannot be altered or waived by a Relocation Plan. All tenants who are on-site at the time of the required relocation are entitled to URA-level assistance unless eviction for cause is in process or recently completed. Any eviction proceeding that commences after that date may not result in denial of benefits as required under the URA.

Sources of Funding

What sources of funding will be used to pay for relocation activities?

HAS intends to utilize the following sources for funding relocation over the next 3 years:

Program	2020	2021	2022	Total
Operating Funds/Capital Funds	0	0	0	0
LIHTC	578,000			578,000
Total for Relocation	578,000			578,000

VII. Appeal Process

If a resident disagrees with HAS's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the HAS. The Relocation Plan provides the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is

involved). At a minimum, the resident will have 60 days to file an appeal with HAS after receiving written notification of a claim or ineligibility determination.

HAS's relocation plan includes an opportunity for an appeal through HAS's usual grievance procedure, except that the time limit for requesting an appeal may not be less than 60 days after the family receives written notice of the disputed decision.

Households dissatisfied with the outcome of a grievance will be advised in writing of the right to seek further review at the local HUD Field Office. Disputes subject to appeal will include the HAS's determination of eligibility for assistance, including denial of eligibility and determinations of family status as displaced persons, and HAS decisions about the nature, scope and amount of relocation assistance.

VIII. Certification

HAS certifies that it is in compliance with the URA and, if applicable, section 104(d).

Katrina Wolfram
Executive Director

3/3/2020
Date

Exhibit H

APPRAISAL – CEDARBROOK APARTMENTS

[Provided Under Separate Cover]

Exhibit I

SERVICE ENRICHED LETTERS – CEDARBROOK APARTMENTS

HAS PROPERTIES
421 WEST MADISON STREET
SPRINGFIELD, MISSOURI 65806-2938

(417)866-4329
TTY (800) 735-2966 Relay Missouri
FAX (417)862-4263

EQUAL HOUSING OPPORTUNITY

Ms. Remona Miller
Special Needs Coordinator
Missouri Housing Development
Commission 920 Main Street, Suite 1400
Kansas City, MO 64105

August 14, 2020 (updated)

RE: Supportive Services Letter of Intent
Keystone Family Homes

Dear Mrs. Miller:

Please accept our notification and clarification of intent to coordinate and provide social services as identified in our Contractual Agreement for Services attached. We are pleased to partner with you and BGC Advantage in providing community support and resources for Housing Stability to the residents of Keystone Family Homes affordable multi-family housing development. As the Executive Director of the Housing Authority of Springfield, Missouri (HAS), I am responsible for securing annual Family Self Sufficiency Funding, hiring of the Community Resources supportive staff including the Family Self Sufficiency Coordinator, compliance, program reporting, and partnership coordination.

The Mission of HAS is to serve the community by providing affordable housing and to improve the quality of life for the families we serve. The goal is to have families leave assisted housing through programs like FSS to homeownership. Our social services may also address any surfacing or trending social issues that are timely like crime prevention due an increase in car burglaries, or tax preparation for low income, or even flu season.

Coordination with property managers is key to ensuring service program delivery is relevant and that any life issues are addressed for clients. It is the social services staff that deliver the programs and ensure multiple opportunities are provided to the residents. Our Social Services staff work closely on site throughout the year to bring programs and services to the residents based on their needs and interests. The social services staff also coordinate with community partners to bring their programs, educational opportunities and services to the development's residents.

The Housing Authority of the City of Springfield does not discriminate against anyone because of race, creed, color, sex, age, religion, national origin, familial status, or disability in the application process, leasing, rental, or other disposition of housing or related facilities (including land) included in any development or project under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937.

LEGAL NAME HOUSING AUTHORITY OF THE CITY OF SPRINGFIELD, MISSOURI

HAS PROPERTIES
421 WEST MADISON STREET
SPRINGFIELD, MISSOURI 65806-2938

(417)866-4329
TTY (800) 735-2966 Relay Missouri
FAX (417) 862-4263

EQUAL HOUSING OPPORTUNITY

As we convert these developments from public housing to RAD, we will continue our commitment to provide social services to the residents in the Keystone Family Homes project. We look forward to providing this robust offering of services and programs and will continue to be an integral part of serving the low-income families and impacting the "quality of life" for those we serve. I sincerely appreciate the opportunity and look forward to working with you and the residents.

Sincerely,

Katrina Wolfram

Executive Director
Housing Authority of the City of Springfield

The Housing Authority of the City of Springfield does not discriminate against anyone because of race, creed, color, sex, age, religion, national origin, familial status, or disability in the application process, leasing, rental, or other disposition of housing or related facilities (including land) included in any development or project under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937.

Contractual Agreement for Services

This Contractual Agreement for Services is entered into between the Housing Authority of the City of Springfield, MO (HAS) "*the Service Coordinator*" and Keystone Family Homes, LP "*the Partnership*" as evidence of the commitment of Keystone Family Homes owners and management to Service-Enriched Housing. Coordination and administration of the services described in the attached supportive Services Summary will be provided to the residents of Keystone Family homes "*the apartments*" at no cost to the residents for the duration of the LIHTC compliance period. If the Service Coordinator becomes unable to continue to provide the services outlined in the Service Coordinator Job Description, it will be the responsibility of the Partnership to engage another Service Coordinator to provide the same level of services to the residents for the remaining term of the LIHTC compliance period.

We certify that we have the experience in coordinating and administering services for individuals with children, children of tenants, senior households, and individuals with physical and /or developmental disabilities. The Supportive Services program is designed to enhance tenant housing stability and independence. The services will be tailored to the special needs of the residents in accordance with the Supportive Service Plan.

This agreement is entered on **March 3, 2020** by and between:

Keystone Family Homes, LP

By: _____
Managing Partner

Housing Authority of the City of Springfield, MO

By: _____
Executive Director

SUPPORTIVE SERVICES AGREEMENT FOR SERVICES
Between the Housing Authority of the City of Springfield and Keystone Family Homes GP, LLC

FOR SUPPORTIVES SERVICES AT
KEYSTONE FAMILY HOMES, LP

This Contractual Agreement for Services is entered into between the Housing Authority of the City of Springfield "*the Service Coordinator*" and Keystone Family Homes GP, LLC "*the Partnership*". Coordination and administration of the services described in the attached Supportive Services Summary will be provided to the residents of Keystone Family Homes, LP "*the apartments*" at no cost to the residents, for the duration of the LIHTC compliance period. If the Service Coordinator becomes unable to continue to provide the services outlined, it will be the responsibility of the Partnership to engage another Service Coordinator to provide the same level of services to the residents for the remaining term of the LIHTC compliance period.

We certify that we have the experience in coordinating and administering services for individuals with children, children of tenants, senior households, and individuals with physical and/or developmental disabilities. The Supportive Services program is designed to enhance tenant housing stability and independence. The services will be tailored to the special needs of the residents in accordance with the Supportive Service Plan.

This agreement is effective on November 1, 2020 by and between:

Keystone Family Homes, GP

By: _____
Its Managing General Partner

Housing Authority of the City of Springfield, MO

By: _____
Its Executive Director

SUPPORTIVE SERVICES SUMMARY

Service Enriched Housing

Keystone Family Homes will be a service enriched housing community that will support the connection between affordable housing and supportive services. The Keystone Family Homes community will provide substantial services to enhance housing stability and independence. The community will serve low to moderate income households, with 5% of units reserved for mobility impairments, 2% set aside for those with hearing and vision impairments and 35% of the property will target individuals with children. As a service enriched community, Keystone Family Homes will partner with the Housing Authority of the City of Springfield Community Resources Department to provide a continuum of care to residents which will address the different levels of service among individuals. The Lead Referral Agency (LRA) will provide for a service enriched supportive environment. The Housing Authority of the City of Springfield will serve in the role of the LRA. The LRA has demonstrated experience with the specific populations targeted and will coordinate through established partnerships the supportive services for the community.

Keystone Family residents can participate in supportive and social services that will encourage housing stability, social and community connections, improve their physical and mental health, increase their income and employment, and enhance satisfaction with quality of life.

As a service enriched community, the Keystone Family Homes community will target the following population:

A. Individuals with children
B. Individuals with a physical impairment and/or development disability
C. Children of residents

Keystone Family Homes supportive services will be coordinated by the Housing Authority of the Springfield for the full term of the MHDC affordability period. Although services will be marketed to all residents and participation encouraged, services are not required.

The Housing Authority of Springfield employs a full time Director of Affordable Housing Programs that is responsible for coordination and delivery of services to Keystone Family Home residents and is the designated point of contact. The Director of Affordable Housing is supported by a team that is supervised by a Lead Community Resources officer and four Community Resource Officers that are assigned to specific sites.

The LRA will process all referrals from the Management company, update and maintain the waiting list for any referrals provided, and coordinate with third party agencies to meet the needs of the residents. The LRA will work in partnership with the Management Company to provide onsite services and/or services within close proximity to the residents.

The Director of Affordable Housing Programs reports to the Executive Director of the Housing Authority of the City of Springfield who is authorized to execute Memorandum of Understandings with third party agencies that provide direct specialized services to residents. The Housing Authority of the City of Springfield positions are funded through the US Department of Housing & Urban Development and will continue through this RAD conversion on an annual basis. Although every attempt is taken to provide services for residents on site, some services are provided in close proximity to the site or transportation is provided by the service provider to the activity or service. The Director of Affordable Housing Programs will monitor the partner agencies to ensure compliance and will collaborate with the third-party management agent to encourage participation of families.

In addition, LRA's Community Resource Deparrtment will be available to the residents for advocacy and mediation efforts between the Property Management Company and the resident in order to assist residents with housing stability. Under the RAD program as well, residents have the option of appealing any eviction or adverse action taken by the Management Company. The community resources team is independent of the Housing Choice Voucher program that provides subsidized assistance to the residents and are independent of the management company.

Although the service enriched community will be the primary focus of the LRA, the Management Company is also dedicated to the provision of supportive services that assist residents in addressing their needs. The Management Plan provides that supportive services are to be implemented in close coordination and communication with the residents to ensure that the services, programs and activities provided meet their needs and desires and fulfills the requirements in the Land Use Restrictions Agreement (LURA). The Management company will have a key role to play in marketing the programs and encouraging program participation by distributing flyers, sending out email blasts to residents, and including a calendar of activities in the monthly newsletter. All record keeping with respect to services provided to and used by residents shall be collected and maintained by the LRA and property management compnay but, the property management company will maintain supportive service binders for review during syndicator and state/local monitoring agency site audits.

The services provided by the management group and LRA will allow for a comprehensive housing environment that nurtures vulnerable populations and provides significant services that enhances tenant stability and independence.

The following services will be provided to the residents of Keystone Family Homes:

Housing Stability	Town Hall/Crime Watch Meetings (Monthly) Project Based Vouchers (Ongoing)
Increased Income and/or Employment	Financial Literacy (Once per quarter) Computer Lab (Ongoing) Clothing Bank (Ongoing) Career Training (Annually)
Physical/Mental Health	Counseling (monthly) Medical (monthly) Life Skills Classes (once per quarter) Food Pantry (Monthly)
Quality of Life	Life Skills Classes (Once per quarter Transportation (monthly)
Community Events	Monthly Luncheon/Seasonal Events (monthly)

OZARKS TECHNICAL COMMUNITY COLLEGE

February 3, 2020

MEMORANDUM OF AGREEMENT

OZARKS TECHNICAL COMMUNITY COLLEGE (OTC)
ADULT EDUCATION AND LITERACY (AEL)
1001 EAST CHESTNUT EXPRESSWAY
SPRINGFIELD, MO 65802

And

KEYSTONE FAMILY HOMES
(BOLIVAR ROAD APARTMENTS)
2336 NORTH BOLIVAR ROAD
SPRINGFIELD, MO 65803

Purpose
To provide free Adult Education and Literacy classes to the Zone One community residents located at Keystone Family Homes (Bolivar Road Apartments), 2336 North Bolivar Road, Springfield, Missouri 65803 and to other residents in the OTC service delivery area.

Our goal is to improve the lives of adults in the community by improving their literacy skills and educational levels. This will be accomplished by providing adult education and literacy classes for those that need a second chance. Possible results of improving skills can be the ability to get a job, get a better job, or enroll in college. Improving the individual improves the community.

OTC-Adult Education and Literacy will provide the following:

- Certified AEL instructors necessary to staff the site
- Instructional materials
- Classroom furniture
- Five student desktop computers
- One instructor desktop computer and assessment scoring equipment
- Wi-Fi/internet access for the instructors and students
- Enroll students monthly
- Provide class Monday through Thursday, 8:00 am—12:30 pm
- Have a mandatory attendance policy
- Follow Springfield Public Schools inclement weather policy
- Provide certificate of liability insurance
- Treat the building with respect per the Keystone Family Homes building use policy

OZARKS TECHNICAL COMMUNITY COLLEGE

Bolivar Road Apartments will provide the following:

- Secure, locking classroom space
- Instructor and student access to the facility
- Liability waiver for each student

This agreement will start on February 3, 2020 with access to the facility and classes will begin on February 18, 2020.

Ramona George 2/3/2020 Katrena Wolfram 2/3/2020

Ramona George, College Director Date
Adult Education and Literacy
1001 E. Chestnut Expressway
Springfield, MO 65802
(417) 447-8861 Work
(417) 894-1755 Cell
georger@otc.edu

Katrena Wolfram, Executive Director Date
Housing Authority of Springfield
421 West Madison
Springfield, MO 65806
(417) 447-4557 Work
(417) 861-5539
kwolfram@hasproperties.org

MEMORANDUM OF UNDERSTANDING
Freeway Ministries

This Memorandum of Understanding (MOU) outlines the basis upon which Freeway Ministries World Headquarters (Freeway Ministries) and the Housing Authority of Springfield specifically Bolivar Road Apartments (2336 N. Bolivar Road, Springfield, MO 65803) have agreed to collaborate.

A. PURPOSE:
The purpose of this MOU is to develop and expand a framework of cooperation between Freeway Ministries and the Housing Authority of Springfield to create mutually beneficial programs, projects, and services at Bolivar Road Apartments.

B. BACKGROUND:
Freeway Ministries is an international non-profit organization committed to providing care and counseling, along with discipleship classes and services to help transform one broken life at a time. The mission of Freeway Ministries is to help the underserved population in our community. Freeway was founded in November 2011 and received an official 501(c)(3) status in 2012.

C. VISION:
The vision of Freeway Ministries is to impact the population of Bolivar Road Apartments by extending services. Freeway Ministries World Headquarters is located within a couple of blocks of the Bolivar Road Apartments.

D. SUMMARY OF SERVICES:
- Once monthly, Freeway will host a community lunch free of charge to develop relationships and build trust.
- Transportation to our weekly services on Friday and Saturday evenings, both providing a free hot meal.
- Assistance in obtaining services for overcoming addiction.
- Counseling to break the cycle of the criminal mentality and all other life issues.
- Mentorship for men, women, and youth.
- Clothing Bank at Freeway Ministries World Headquarters.
- Lifestyle classes on budgeting, time management, marriage and family, overcoming the past, and setting goals for the future.
- Annual Christmas event with gifts given at the close for every child in attendance.

This MOU will be reviewed annually by both parties for revisions, but changes can be made in writing by either party at any time.

By: _____
John Stroup, Executive Director
Freeway Ministries

Date: 12-9-19

By: _____
Housing Authority of Springfield

Date: 12/2/19

Lifebuilders Ministries

April 30, 2019

Mrs. Katrena Wolfram
RE: Keystone Family Homes
Housing Authority of Springfield
421 W. Madison St.
Springfield, Mo. 65806

Dear Mrs. Wolfram:

Lifebuilders Ministries is pleased to partner with the Housing Authority of Springfield, MO. We are able to provide resources to the residents by teaching life skills, encouraging a community environment and building individual independence at the location of Keystone Family Homes. We have weekly on-site worship, outreach programs and Bible studies for all ages.

We look forward to our future partnership to help build your communities as we are led.

May the Lord bless you and keep you,

Chris McLaughlin
Director

Abigail McLaughlin
Office Manager

1942 S. Stewart Springfield, Mo. 65804
417-873-9572
lifebuildersmin@sbcglobal.net
www.lifebuildersmin.org

Luke 4:18 Heal the broken hearted and set the captives free

PCC PREGNANCY CARE CENTER

01-22-20

Ms. Katrena Wolfram
Housing Authority of Springfield
421 W. Madison St.
Springfield, MO 65806

Dear Ms. Wolfram:

The Pregnancy Care Center is pleased to partner with the Housing Authority of Springfield, MO. We serve women and men facing unplanned pregnancy by providing practical resources and emotional support, including residents of Housing Authority properties.

We offer one-on-one coaching for men and women and a comprehensive education program of nearly 30 classes covering a wide range of personal development and parenting topics. We offer all services free of charge to our clients, regardless of gender, race, income level or religion.

For many of our clients, securing safe and affordable housing is a challenge. So, we are pleased to partner with the Housing Authority so families, and our community, can be stronger together.

Sincerely,

Lisa McIntire

Lisa McIntire, CPA
Executive Director

December 12, 2019

Mrs. Katrena Wolfram
RE: Keystone Family Homes
Housing Authority of Springfield
421 W. Madison St.
Springfield, MO 65806

Dear Mrs. Wolfram:

Freeway Ministries is pleased to partner with the Housing Authority of Springfield, MO. We are able to provide resources to the residents by teaching life skills, encouraging a community environment and building individual independence at the location of Keystone Family Homes. We have weekly on-site worship, outreach programs and Bible studies for all ages.

We look forward to our future partnership to help build your communities as we are led.

May the Lord bless you and keep you,

John Stroup
Executive Director

Exhibit 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	Redevelopment Agreement
Date of Document:	_____, 20___
Grantor:	City of Springfield, a municipal corporation
Grantee:	_____
Legal Description:	See Exhibit A attached hereto.
Please return recorded document to:	City of Springfield Planning and Development Department P.O. Box 8368 840 N. Boonville Ave. Springfield, MO 65801

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

REDEVELOPMENT AGREEMENT BETWEEN

_____

AND

CITY OF SPRINGFIELD, MISSOURI

FOR_____

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20_____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on _____, _____ the Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Redevelopment Plan for the _____Redevelopment Area; and

WHEREAS, on _____, _____ the Planning and Zoning Commission recommended the Amended Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the City Council approved Special Ordinance _____, which approved the Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, MO, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

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

1. Agreement. Developer agrees to perform all work in accordance with: the provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Redevelopment Plan for _____ Redevelopment Area, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

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

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

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of Payments in Lieu of Taxes ("PILOT") that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

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

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

To the City:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

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

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _[title/position]_ of _[name of entity]_, a [corporation/partnership/etc.]_ duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

One-rdg. _____
P. Hrngs. X
Pgs. 119
Filed: 11-24-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 283 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Dogwood Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial on the basis of blight.)

_____

WHEREAS, the City of Springfield, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300-99.660, RSMo (the"Act"), has established the Land Clearance for Redevelopment Authority of the City of Springfield, Missouri (the "Authority"); and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report, attached as "Exhibit 1," and Redevelopment Plan, attached as "Exhibit 2," have been prepared and submitted to the Authority and the Planning and Zoning Commission for their consideration; and

WHEREAS, the Redevelopment Area for purposes of this Ordinance is described in "Exhibit 1"; and

WHEREAS, after duly considering the Blight Report and Redevelopment Plan, at its November 17, 2020, meeting the Authority approved a recommendation of the Blight Report by a vote of 4 to 0, and approved the Redevelopment Plan by a vote of 3 to 0, with one abstention; and

WHEREAS, the Redevelopment Plan was presented to the Planning and Zoning Commission on November 19, 2020, which voted to recommend approval of the Redevelopment Plan 9 to 0; and

WHEREAS, City Council held a public hearing on November 30, 2020, for which notice was properly given in accordance with the law, and all interested parties were given the opportunity to be heard.

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

Section 1 – It is hereby found, determined, and declared that the Dogwood Apartments Public Housing Redevelopment Area (the "Area"), which is more particularly described in the Blight Report, which is attached hereto as "Exhibit 1" and incorporated herein by this reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the Area is therefore blighted. It is further found that this is an area that is appropriate for the undertaking of a redevelopment project in conformance with the Redevelopment Plan described in "Exhibit 2."

Section 2 – The Redevelopment Plan described in "Exhibit 2," which is attached hereto and incorporated herein by this reference, is hereby found to be a feasible and reasonable plan for the redevelopment of the Area and is in conformity with the general plan for development of the City and is an appropriate plan for the clearance, reconstruction, rehabilitation and renewal of the entire Area, and for future land uses. The Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo, and is hereby adopted by City Council.

Section 3 – The City Manager or designee is authorized to enter into an agreement in substantial conformance to "Exhibit 3," which is attached hereto and incorporated herein by this reference, and to take such further action as may be required of the City to comply with the Workable 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- 283

FILED: 11-24-20

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To approve a redevelopment plan submitted by Keystone Family Homes, LP, for the Dogwood Apartments Public Housing Redevelopment Area, which consists of approximately 1.89 acres generally located at the southeast corner of the intersection of South Campbell Avenue and West Madison; declare the Area to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial on the basis of blight.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority ("LCRA") may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted.

Keystone Family Homes, LP, has submitted a blight report and redevelopment plan for the proposed Dogwood Apartments Public Housing Redevelopment Area. The Area consists of a single 1.89-acre parcel of land generally located at the southeast corner of the intersection of South Campbell Avenue and West Madison, which contains the Dogwood Square Apartments, a 24-unit public housing development that was constructed in 1982 to provide decent and safe rental housing for eligible low-income tenants.

This Ordinance will approve three things – a finding of blight, approval of a redevelopment plan and authorization of an agreement between the City and the developer regarding the redevelopment and provision of property tax abatement.

Blight Study

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, 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.

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes.

The Report claims the presence of these conditions hinders the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare. Staff reviewed the Blight Report and concluded that it does not sufficiently demonstrate that the Redevelopment Area qualifies as a blighted area. The definition of a blighted area suggests such area must exhibit a predominance of blighting conditions in its present condition and use. Staff finds that the based on the evidence presented in the Blight Report, most of the property deficiencies appear to be relatively minor and attributable to deferred maintenance.

The Blight Report states that no significant comprehensive renovation of the structures in the Redevelopment Area has occurred. Several needed upgrades are noted (essentially a listing of the planned renovations) but no detail about the current conditions of these building systems are provided other than the age. Several of the conditions noted are typical of older structures, such as electrical wiring not meeting current code requirements; replacement of doors, windows, and flooring is needed; and furnaces and water heaters are old and not energy efficient. For “factors which endanger life or property by fire and other causes,” the Blight Report notes that additional smoke detectors and CO2 detectors need to be placed in the units to meet current code. These are inexpensive fixtures and Staff does not consider this adequate to rise to the level of a blighting factor. Finally, the photos provided in the blight report show older structures in fair condition. Staff does not believe the blight report provides evidence that the condition of the property “retards the provision of housing accommodations” (since the properties have been continuously occupied since construction) or that the condition of the property “constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.”

In conclusion, the Blight Report fails to provide adequate evidence of a predominance of blighting factors and fails to connect these conditions with the negative outcomes required to meet the statutory blight definition.

Redevelopment Plan

The Redevelopment Plan proposes to completely rehabilitate the apartment buildings both inside and out, as well as make various site renovations. Improvements include, among others, replacement of doors, windows, and siding; upgrades to electrical, plumbing, and mechanical systems; modifications for ADA-accessibility; and parking lot upgrades. The site will maintain the same number of dwelling units (24) following completion.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole.

1. The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive Plan* designates the land within and surrounding the Redevelopment Area for Medium- or High-Density Residential Housing. This land use designation includes all types of multi-family residential housing with densities greater than six dwelling units per acre. The Plan recommends this type of land use be located where there is good traffic access, preferably along arterials and collectors. It also recommends that it be located between low-density housing and non-residential land uses, as well as near high-amenity areas.

   The Redevelopment Plan satisfies these recommendations by proposing to rehabilitate an existing multi-family residential development located along South Campbell Avenue, which is a secondary arterial street. The Redevelopment Area is served by public sidewalks with access to public transit via a nearby City Utilities bus stop. It is also located adjacent to amenities such Jenny Lincoln Park (one block to the east) and downtown (about three blocks to the north).

2. Many of the planning principles, objectives, and recommendations discussed in the *Neighborhoods Element* of the *Springfield-Greene County Comprehensive Plan* are focused on promoting continuous reinvestment and preservation of housing within established neighborhoods, eliminating blight, and encouraging a variety of housing types including single-family detached, townhouses, and apartments. The *Neighborhoods Element* also recommends the City continue to utilize programs and funding sources to help meet the housing needs of low-and moderate-income families and individuals. Such programs are helpful in maintaining the housing stock and provide a “safety net” for individuals in need in the neighborhoods.

   The Redevelopment Plan conforms with these recommendations by proposing to rehabilitate an existing low-income public housing development located within the West Central Neighborhood. In addition to improving and maintaining much needed low-income housing for years to come, the proposed rehabilitation will benefit the surrounding neighborhood by addressing blighting conditions, the impacts of which can extend beyond the boundaries of the Redevelopment Area. Partial real property tax abatement per the Land Clearance for Redevelopment Authority Law is one program the City can utilize to encourage and facilitate the provision of housing for low-and moderate-income families and individuals.

3. The Redevelopment Area is located within the area included in the *Center City Plan Element* of the *Springfield–Greene County Comprehensive Plan*. The Plan

mentions the Center City area suffers from physical deterioration and economic obsolescence. It also states that although there are several properties within Center City that have been well maintained or recently constructed, the overall tone is one of an area that could use revitalization and new investment. The Redevelopment Plan addresses those issues by proposing to rehabilitate and improve existing public housing within Center City.

Economic Development Incentives Policy

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*. Those policies are provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the *City of Springfield Comprehensive Plan*.

2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS: The LCRA reviewed the Redevelopment Plan on November 17, 2020 and recommended the Redevelopment Plan be approved by a vote of 3 to 0 with 1 abstention. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on November 19, 2020 and recommended approval by a vote of 9 to 0. Staff is supportive of the Redevelopment Plan; however, it recommends denial on the basis that the Redevelopment Area does not meet the definition of a blighted area, as evidenced in the blight report.

Submitted by:

Matt D. Schaefer, AICP
Senior Planner

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit 1

DATA AND ANALYSIS OF CONDITIONS
REPRESENTING A "BLIGHTED AREA"

FOR THE

DOGWOOD SQUARE PUBLIC HOUSING REDEVELOPMENT AREA

OCTOBER 13, 2020 (UPDATED)





DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

DOGWOOD SQUARE
PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

October 13, 2020

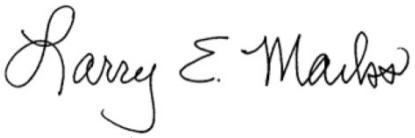
To Whom It May Concern:

Reference is made to the accompanying "Data and Analysis of Conditions Representing a 'Blighted Area' for the Dogwood Square Pubic Housing Redevelopment Area" in Springfield, Missouri prepared by the undersigned.

Please be advised that, based upon the results of the above referenced study, the undersigned has determined that the area described in the study (the "Redevelopment Area") is a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statutes, as amended.

The Redevelopment Area suffers from a multitude of physical, social, and economic deficiencies including insanitary or unsafe conditions, deterioration of improvements, factors which endanger life or property by fire and other causes, and these conditions are conducive to retardation of the provision of housing accommodations, economic liability, social liability, and are a menace to the public health, safety, morals or welfare.

DEVELOPMENT STRATEGIES, INC.
Real Estate, Community and Economic Development Consultants



Larry Marks, AIA, AICP
Principal

TABLE OF CONTENTS

1.0 INTRODUCTION 1

- STUDY AREA 1
- EXISTING DEVELOPMENT 2
- EXISTING ZONING 2
- NEIGHBORING DEVELOPMENT 2
- DATA GATHERING METHODOLOGY 2

2.0 SUMMARY AND CONCLUSIONS 3

- SUMMARY 3
- FINDING OF BLIGHT 5

3.0 BLIGHTING FACTORS 6

- INSANITARY OR UNSAFE CONDITIONS 6
- DETERIORATION OF IMPROVEMENTS 6
- FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES 7
- RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS 8
- ECONOMIC LIABILITY 8
- SOCIAL LIABILITY 9
- MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE 9

EXHIBITS

- AERIAL PHOTOGRAPH 1

APPENDIX

- PHOTOGRAPHS OF BLIGHTING CONDITIONS ..... A
- LEGAL DESCRIPTION ..... B

1.0 INTRODUCTION

STUDY AREA

Development Strategies was tasked with a study of the Dogwood Square Public Housing Redevelopment Area (the "Redevelopment Area" or "Area"), which is a single parcel (Parcel Number 1324307001) containing approximately 1.89 acres in Springfield, Missouri (the "City"). The Redevelopment Area is located in the central portion of the City of Springfield (see ***Aerial Photograph*** of Redevelopment Area). The Redevelopment Area in bounded to the west by S. Campbell Avenue, to the north by W. Madison Street, S. Patton Avenue to the east, and to the south by the northern property line of the Campbell Street University Apartments.



DOGWOOD SQUARE
SPRINGFIELD BLIGHT STUDY
S Campbell Ave, S Patton Ave, W Madison St
Springfield, Greene County, Missouri 65807

DEVELOPMENTSTRATEGIES®
October 2020

EXISTING DEVELOPMENT

The Redevelopment Area comprises approximately 1.89 acres of land. The Area currently contains a total of 24 one-bedroom residential units containing a total of about 17,000 rentable square feet. In addition, the Area contains a meeting room, picnic area and a gazebo.

EXISTING ZONING

The Redevelopment Area is zoned R-HD (High-Density Multifamily Residential District). The existing residential develop is a legal conforming use.

.

NEIGHBORING DEVELOPMENT

The Redevelopment Area is surrounded on all sides by single family and multi-family residential development.

DATA GATHERING METHODOLOGY

This study of the Redevelopment Area has been conducted and complies with the specific requirements of Section 99.320(3), as amended.

In addition to Development Strategies independent research, information was provided by the proposed developer BGC Advantage, as well as the following sources:

- Appraisals of all Keystone Homes properties prepared by the Gill Group
- Oke-Thomas +Associates architects
- The Snyder Construction Group
- Phase II site environmental studies by Spectrum Environmental, Inc.
- Asbestos inspections provided by Security Storage Service, Inc.
- Crime reports provided by the Springfield Police Department

A site visit was also conducted during October, 2020. Photographs from this visit are contained in Appendix A.

2.0 SUMMARY AND CONCLUSIONS

SUMMARY

This document undertakes, first, to identify those particular factors that might constitute and contribute to an overall, area-wide blighted condition and then, second, to make an objective determination whether or not those factors in aggregate justify a finding that the Redevelopment Area is blighted pursuant to Section 99.320(3), RSMo, which defines a blighted area as one that:

> *… 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[.]*

Based on the research conducted by Development Strategies' staff, and information obtained from various records of the City of Springfield and the developer (BGC Advantage), the Redevelopment Area is "blighted" by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare. Key factors in reaching this determination of blight are summarized below and described in greater detail in the following sections of this report.

Insanitary or Unsafe Conditions

- The structures in the Dogwood Square Public Housing Redevelopment Area were built in 1982. As a result, they suffer from environmental problems that are typical of that construction period including contamination associated with asbestos tiles.

- The property lacks a fence that could added additional needed security.

Deterioration of Site Improvements

Thirty-five years of age is generally used as criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. As a result of age the apartments systems are at are near the end of their useful life and need replacement.

Needed improvements include:

- Exterior apartment buildings deficiencies – Siding that needs to be removed and replaced for all units, roofing shingles that need to be removed and replaced, windows that need to be replaced, and lack of adequate lighting at the front and rear of all units.
- Interior apartment units deficiencies – Electrical wiring that is not up to current code requirements, deteriorated flooring that needs to be replaced (many with asbestos concerns), interior doors and hardware that needs to be replaced, walls that need to be repaired and painted, insulation added to attics to provide adequate energy efficiency and comfort, new appliances (washer, dryer, and water heater) in all units to replace old and inefficient appliances, new furnaces and condensing units for all units to replace old and inefficient units, and the provision of broadband infrastructure currently missing for all units.
- Restriping of existing parking areas with required designation for accessible parking spaces.

Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

- Lack of adequate fire detectors in units
- Lack of adequate CO2 detectors in units

Retardation of Provision of Housing Accommodations

- Need to retain essential affordable housing
- Need to provide ADA accessible residential units

Economic Liability

- It is essential to provide comprehensive reinvestment to sustain viability of apartment complex and economic viability of neighborhood,
- Need to overcome inability to pay reasonable taxes

Social Liability

- Need to provide accessible units to meet increasing demand of individuals with disabilities
- Lack of essential broadband access
- Need to enhance tax generation to provide social services for City of Springfield, Greene County, and other taxing jurisdictions

Menace to the Public Health, Safety, Morals, or Welfare

- Need to address environmental contamination by removal of asbestos
- Need to provide code compliant fire and CO2 detectors in residential units

FINDING OF BLIGHT

As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic orsocial liability; and constitutes a menace to the public health, safety, morals, or welfare.

3.0 BLIGHTING FACTORS

As described below, the Redevelopment Area suffers from insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

INSANITARY OR UNSAFE CONDITIONS

Asbestos Contamination – A May 2020 report by Security Storage Service, Inc., cited the presence of asbestos throughout the Dogwood Square. Specifically noted were:

- Black floor tile in all buildings

"This is not an all-inclusive list as other suspect items may be discovered during renovation/demolition." Given the age of the buildings, this is a reasonable assumption.

Lack of Security Fence – There is currently no security fence surrounding the Dogwood Square complex, which is desirable to provide adequate safety for the property and tenants.

DETERIORATION OF IMPROVEMENTS

Building Improvements -- Although the age of a building does not automatically constitute a blighted condition, older structures, unless well maintained and updated regularly, tend to have problems with their electrical and mechanical systems, and often suffer from deferred maintenance, functional obsolescence, and gradual overall deterioration. Such is the case in the Redevelopment Area. The current structures were built in 1971, making them significantly older than 35 years old, which is generally used as criteria for identifying older buildings that are likely to experience electrical and mechanical problems, and a tendency for gradual overall deterioration. While the Housing Authority has maintained the existing units, no significant comprehensive renovation has occurred during the last forty years. As a result, a number of building items are at or near their useful life. Based on an analysis by Oke-Thomas + Associates architects, the following improvements need to be addressed:

Building Exteriors:

- All exterior siding needs to be removed and replaced
- Roof shingles need to be replaced
- All existing windows need to be replaced

- New wall mounted lighting needs to be added at the front and back of all units to provide safety and security.

Building Interiors:

- Electrical wiring in units does not meet current code standards and needs to be upgraded.
- Existing flooring in all units needs to be replaced (also an asbestos concern)
- All existing interior doors need to be replaced with new hardware added
- Existing insulation is inadequate and provide with R-43 insulation in all attics
- Interior walls need to repaired and painted
- For all units, existing washers and dryers are old and are not energy sufficient and need to be replaced with new energy efficient appliances
- For all units, existing water heaters are old and are not energy efficient and need to be replaced
- For all units, existing split system furnaces and condensing units are old and not energy efficient and need to be replaced
- Broadband infrastructure is missing and needs to be provided with for each dwelling unit consistent with the Federal Communication's requirements

Site Improvement Problems

- Existing parking needs to be restriped with accessible parking spaces designated and parking signage provided.
- Portions of sidewalk along S. Champbell Ave. are deteriorated and need to be replaced.
- Curb cut at S. Campbell Ave and driveway connecting to S. Patton Ave is deteriorated and needs to be repaired.
- Internal pedestrian connection between S. Campbell Ave. and S. Patton Ave. is deteriorated and needs to be replaced. This is an important connection for pedestrian travel from bus stop along S. Campbell Ave. and disabled units along S. Patton Ave.

FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Lack of Adequate Fire Warning system – Based on an inspection by Oke-Thomas + Associates architects, the smoke detectors in each residential unit are not up to current codes. There is a lack of detectors associated with bedrooms and electrical wiring for detectors needs to be upgraded. The lack of adequate detectors with battery backup creates a situation where a fire can get out of control before someone can catch a fire in its early stage.

Lack of Adequate CO2 Detectors – CO2 can be difficult to detect and potentially deadly. Existing units need to be brought up to code for this type of detectors.

RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS

Provision of Essential Affordable Housing -- The residential units currently available in the Dogwood Square provide essential affordable housing that is badly needed and in short supply in the City of Springfield. However, without addressing the blighting factors discussed in this report the provision of this essential affordable housing is questioned.

Lack of ADA Accessible Units – Accessible units for disabled individuals are always in short supply, especially affordable units. As the population of Springfield ages and more individuals are dealing with medical issues and disabilities, the need for accessible units will be even more critical. There are currently no fully accessible units at the Dogwood Square. Four units are to be provided with one unit needed for tenants requiring visual and auditory enhancements. All disabled units needed to meet ANSI requirements including Americans with Disabilities Act (Title III), 2010 ADA Standards for Accessible Design, and Section 504 of the Rehabilitation Act of 1973 – 24 CFR 8.

ECONOMIC LIABILITY

Need for Substantial Reinvestment -- As a result of the blighting factors previously discussed, the Redevelopment Area constitutes an economic liability. The City of Springfield that must rely on continued revitalization and reinvestment in its existing buildings and neighborhoods. The Dogwood Square Public Housing Redevelopment Area are at a point in their life cycle where significant reinvestment is need for the apartments to provide sustained viability. Without this investment the economic viability of the surrounding neighborhood will be negatively impacted.

Inability to Pay Reasonable Taxes -- The Dogwood Square is currently owned by the Housing Authority of the City of Springfield. As a result, the property is tax exempt. There is currently a PILOT agreement with the City of Springfield, Greene County, Springfield R12 Schools, Springfield Workshop, OTC and the Collector of Revenue that generates nearly $4,200 which is significantly below what real estate taxes would be if the property were fully assessed (currently estimated at least more than $8,300 per an appraisal conducted by the Gill Group). However, when improvements are made it could be anticipated that the taxes per unit would be significantly higher. Eliminating the blight in the Redevelopment Area would represent an investment that could allow new private ownership to pay reasonable taxes, if and when any agreed on incentives cease.

SOCIAL LIABILITY

The Redevelopment Area has also become a social liability, by virtue of the previously discussed blighting factors and the following considerations.

Lack of ADA Accessible Units -- The lack of ADA-compliant units and inadequate site improvements within the Redevelopment Aarea is a social liability This is especially important given the number of growing elderly population as the Baby Boomers age. According to the U.S. Census Bureau, more than one in five individuals in the United States is considered to have some level of disability and one in eight individuals is considered to be severely disabled.

Lack of Broadband Access – None of the existing units currently have access to broadband infrastructure within their units. This lack of service is hampering the ability of tenants to access essential information and services necessary for daily life.

Lack of Adequate Tax Generation for Public Services – As a result of the non-profit taxing status of the Springfield Housing Authority, the taxes available to support badly needed public services (such as schools, libraries, health services, police and fire protection, etc.) for the City of Springfield, Greene County, and other taxing districts, are diminished compared to similar projects that are privately owned.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE

As a result of the previously discussed blighting factors, the Redevelopment Area has also become a menace to the public health, safety, morals, or welfare resulting from:

- The presence of asbestos associated with the residential units of the Dogwood Square
- The lack of current code compliant fire and CO2 detectors for residential units
- Deteriorated pedestrian sidewalks/paths that could lead to tripping and falls. This is a particular concern for disabled individuals.

APPENDIX A

PHOTOGRAPHS OF BLIGHTING CONDITIONS

View of dated siding and utility meters, poor landscape condition, and dated air conditioning condenser unit



View of dated exterior condition and poor landscaping



View of dated building exterior



View of damaged fire lane that travels through site



View of damaged sidewalk and curb condition



View of dated building exterior and poor drainage/landscaping



View of worn parking lot conditions



View of worn parking lot conditions



View of typical trash dumpster condition



View of poor landscaping and site drainage



View of poor landscape and driveway



View of poor landscaping and site drainage



APPENDIX B

LEGAL DESCRIPTION OF DOGWOOD SQUARE PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description:

TRACT VIII: (S. Campbell, S. Patton, W. Madison)
ALL OF TRACTS B, C, AND D FINAL PLAT OF GRANT AVENUE PLAYGROUND SECOND ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

800 Block S. Campbell, Springfield, MO 65806
800 Block S. Patton, Springfield, MO 65806
300 Block W. Madison, Springfield, MO 65806

Exhibit 2

REDEVELOPMENT PLAN

FOR DOGWOOD SQUARE PUBLIC HOUSING REDEVELOPMENT AREA

SPRINGFIELD, MISSOURI

October 28, 2020

Redevelopment Plan

I. Introduction:

BGC Advantage, LLC, ("BGC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Keystone Family Homes, LP. The sites below have been combined and will be financed together in order to make the project financially feasible. There will be 5 units demolished at the Bolivar Road site. The overall project being financed is 297 units. Total development costs, total units, and total funds are impacted by all of the Redevelopment Plans.

SITE NAME	ADDRESS	NO. OF UNITS
Glenwood Apartments	722 E Glenwood	33
Scattered Apartments	1633, 1635, 1639, 1641, 1643, 1645 North Delaware	32
	714, 716, 722, 724, 730, 732, 736, 738 West Edgewood	
	2628, 2630 S Grant Ave.	
	1405, 1407, 1411, 1413, 1417, 1419, 1423, 1424 E High St	
	809, 811, 815, 817, 823, 825, 915, 917 West Sunset	
Circles Apartments	1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware	20
	405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct	
Dogwood Square Apartments	800 Block S. Campbell	24
	800 Block S. Patton	
	300 Block W. Madison	
Cedarbrook Apartments	811 N. Cedarbrook Ave	80
Villa Marie/Norton Road Apartments	1000 Block E Villa Marie / Norton Rd.	32
Bolivar Road Apartments	2336 N Bolivar Rd & house located at 2301 N Fort	81
	TOTAL UNITS 302	

Keystone Family Homes, LP, a Missouri limited liability company (the "***Developer***"), has prepared the following plan (the "***Redevelopment Plan***") for the redevelopment of 1.89 acres in Springfield, Missouri. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area built in 1982 and replacing it with an attractive and well-constructed neighborhood development consisting of 24 residential units (the "***Project***"). The Development located at 800 Block S. Campbell, 800 Block S. Patton, and 300 Block W. Madison, Springfield, Missouri, will include 6 buildings that serve as an apartment complex and consists of 24 units, with the following breakdown: 24-one bedroom units. The project will serve very low income families with rents based on the residents paying no more than 30% of their adjusted income. The rents will be set by the US Department of Housing and Urban Development ("HUD"). These will be restricted and will have a contract for project based vouchers as follows:

Dogwood Square Apartments Rents		
24	1 BR – RAD	$494

The project will have the appearance of low rise multi family structures through thoughtful design that considers the character of the existing neighborhood. The property is made up of one-story homes. The Project will provide housing for 24 families. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $1.59 million of the total development cost for this project to redevelop the site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are 6 residential buildings in the Redevelopment Area. The development was built by HAS. The Developer, Keystone Family Homes, LP, will acquire the property with HUD's approval. The project will be renovated if approved by HUD for a Redevelopment through the Rental Assistance Demonstration Program ("RAD").

A. RAD

RAD was created in order to give Public Housing Authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $26 billion nationwide backlog of deferred physical needs. RAD also gives public housing authorities the opportunity to enter into long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to **leverage public and private debt and equity in order to reinvest in the public housing stock**. This is critical given the backlog of public housing capital needs - estimated at over $35 billion. There is an estimated $18,281,762 total of physical needs at Keystone Family Homes of which includes Dogwood Square Apartments. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. **This ensures that the units remain permanently affordable to low-income households**. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, **maintain the same basic rights** as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD **maintains the ongoing public stewardship** of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. HAS will continue to own the ground and lease it to the Partnership. The HAS's nonprofit, Breckenridge Development Services, Inc. is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, **relying on shifting existing levels of public housing funds to the Section 8 accounts** as properties convert.

B. PILOT and PRIVATE INVESTMENT

HAS has had a cooperation agreement that allowed for a Payment in Lieu of Taxes (PILOT); however, in order to leverage the private investment to the property, HAS must take several actions to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day to day operation of the business. With this structure, HAS units remain earmarked for affordable housing, with layer funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the PILOT to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. The organizational structure is such that net cash flow generated will be available primarily to HAS. The project is now in need of the tax abatement assistance through the LCRA to keep the rents low and make the project financially feasible.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains approximately 1.89 acres and is situated on 800 Block South Campbell, 800 Block S. Patton, and 300 Block W. Madison, in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which analysis is based on four indicators: (a) the population statistics show that the lower income cohort is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's LMISD data and the number of foreclosed and vacant housing units, there is an increasing need for decent affordable housing. This is expected to grow at a moderate increase for the next 5 years of over

4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Brendan Griesemer, AICP, on February 10, 2020. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five Year Plan and Annual Plan and PHA Certifications of Compliance with the PHA Plans and related regulations.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. Type or clearly print the following information:)

Applicant Name:	The Housing Authority of Springfield	
Project Name:	Bolivar Road Apartments &	Glenwood Apartments
Location of the Project:	2336 N Bolivar Road	722 E Glenwood Street
	Springfield , MO	Springfield, MO
Name of the Federal Program to which the applicant is applying:	Low Income Housing Tax Credits	
Name of Certifying Jurisdiction:	City of Springfield, Missouri	
Certifying Official of the Jurisdiction Name:	Brendan Griesemer, AICP	
Title:	Assistant Director Planning and Development Department	
Signature:	Brendan Griesemer	
Date:	2-10-2020	

ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2019-2020 Plan outlines the need for RAD and the investment need for rehabilitation at Dogwood Square Public Housing Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will facilitate the investment of an estimated $12,608,775 of equity into the project with a total development costs of $43 million. The sources of funding include:

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000

SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health – especially considering the fact that the Dogwood Square Public Housing serve a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Redevelopment Area diminish the public morale and welfare with respect to the perception of this portion of the City.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all of the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable as a way to provide housing to the very low income.

Due to the condition of the units in the Redevelopment Area, substantial capital investment will be necessary to rehabilitate the structures and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The units will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunity for the City. If the Dogwood Square Public Housing Redevelopment Area is not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. In order to have safe, sanitary, livable units, blight must be removed and the area redeveloped as affordable housing serving the very low income. The Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and Section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a neighborhood consisting of 24 residential units and one residential services building. The bedroom mix and rents are:

Dogwood Square Apartments Rents		
24	1 BR – RAD	$494

Each building has a unit dedicated to a family dwelling. The appearance of the structures through thoughtful redesign and preservation is key. In total, the project will accommodate up to

approximately 24 families. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. There will be front door and back door lights at every unit. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping, architectural/design elements and will incorporate updated design features such as a front porch columns.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of 6 dwelling buildings on 1.89 acres. The development was built in 1982.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a rehabilitated neighborhood consisting of 24 residential units (24 – 1BR). The land will remain the same.

All the living space will be on the ground floor. There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. The sidewalks and streets will be updated so units to the extent feasible will be visitable. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit "C" and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is zoned R-HD, High-Density Multifamily Residential District. The subject is a legal, conforming use. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

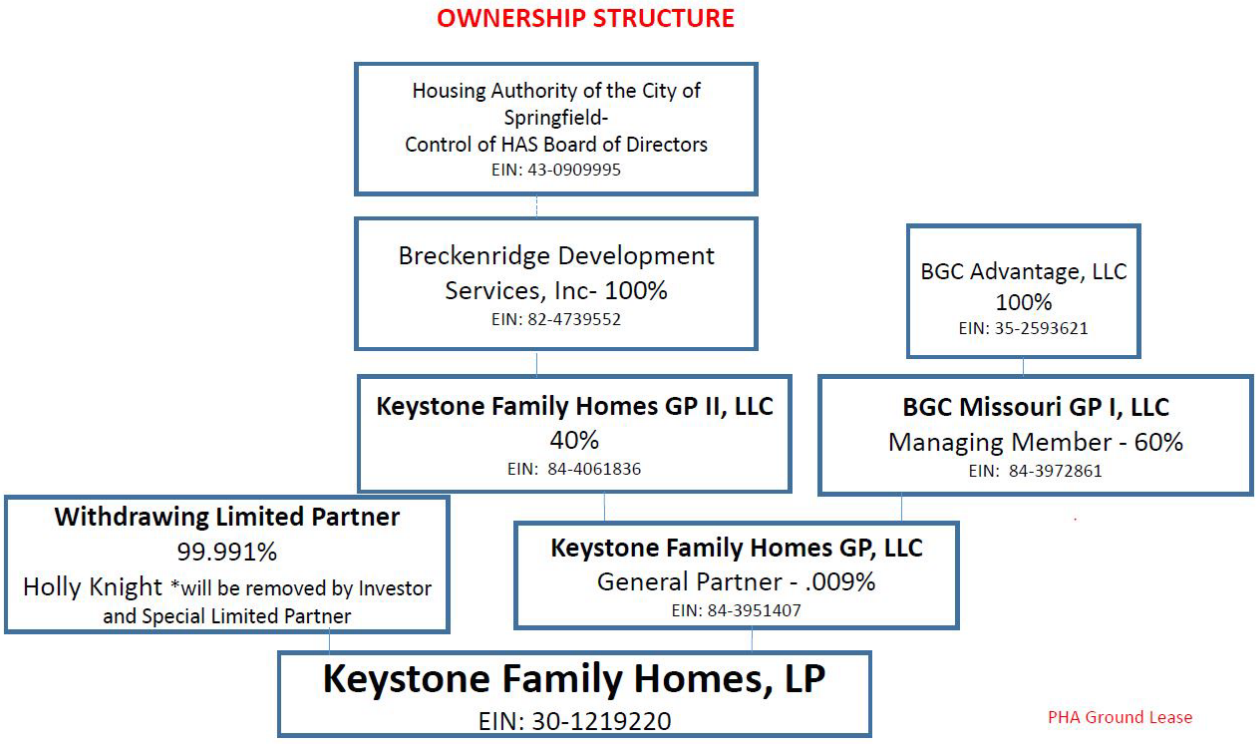
V. Execution of the Project:

A. Execution

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

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. See sources and uses below for the entire Keystone Family Homes project, as well as Exhibit "E" attached which includes the Development Budget and Sources of Funds for Dogwood Square Apartments.

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836

RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

D. Disposition of Property

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

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Keystone project has accumulated approximately 80 vacant units across the sites. Families will be relocated within the public housing/Keystone sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's approved relocation plan)

F. Redevelopment Schedule and Estimated Dates of Completion

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

- Pre-Construction (Inspections/Permits): Completed by December 2020
- Rehabilitation of units: Completed by February 2022
- Re-occupancy of site and new lease up completed by March 2022

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance

with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the "Code") the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and attractive neighborhood providing housing for 24 families that are at or below 60% Area Median income that eliminates existing blight would not be feasible. Exhibit "F" contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project using the Net Operating Income Approach. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, while the tax revenue over the next 10 years would be reduced by approximately $23,116 the affected taxing jurisdictions would see a net positive impact of $5,337 in the cumulative receipt of property tax revenue over the next 10 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also in compliance with HUD, MHDC, and the

HAS Public Housing Annual and 5 Year Plan. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Prior to application for Certificate of Qualification for Tax Abatement (the "Certificate") issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall at a minimum address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 24 housing units on a 1.89-acre site. In total, the Project will provide housing for 24 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns.

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Exhibit A

MAP OF REDEVELOPMENT AREA – DOGWOOD SQUARE



Exhibit B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA – DOGWOOD SQUARE

Legal Description:

TRACT VIII: (S. Campbell, S. Patton, W. Madison)
ALL OF TRACTS B, C, AND D FINAL PLAT OF GRANT AVENUE PLAYGROUND SECOND ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

800 Block S. Campbell, Springfield, MO 65806
800 Block S. Patton, Springfield, MO 65806
300 Block W. Madison, Springfield, MO 65806

Exhibit C

SITE PLAN – DOGWOOD SQUARE

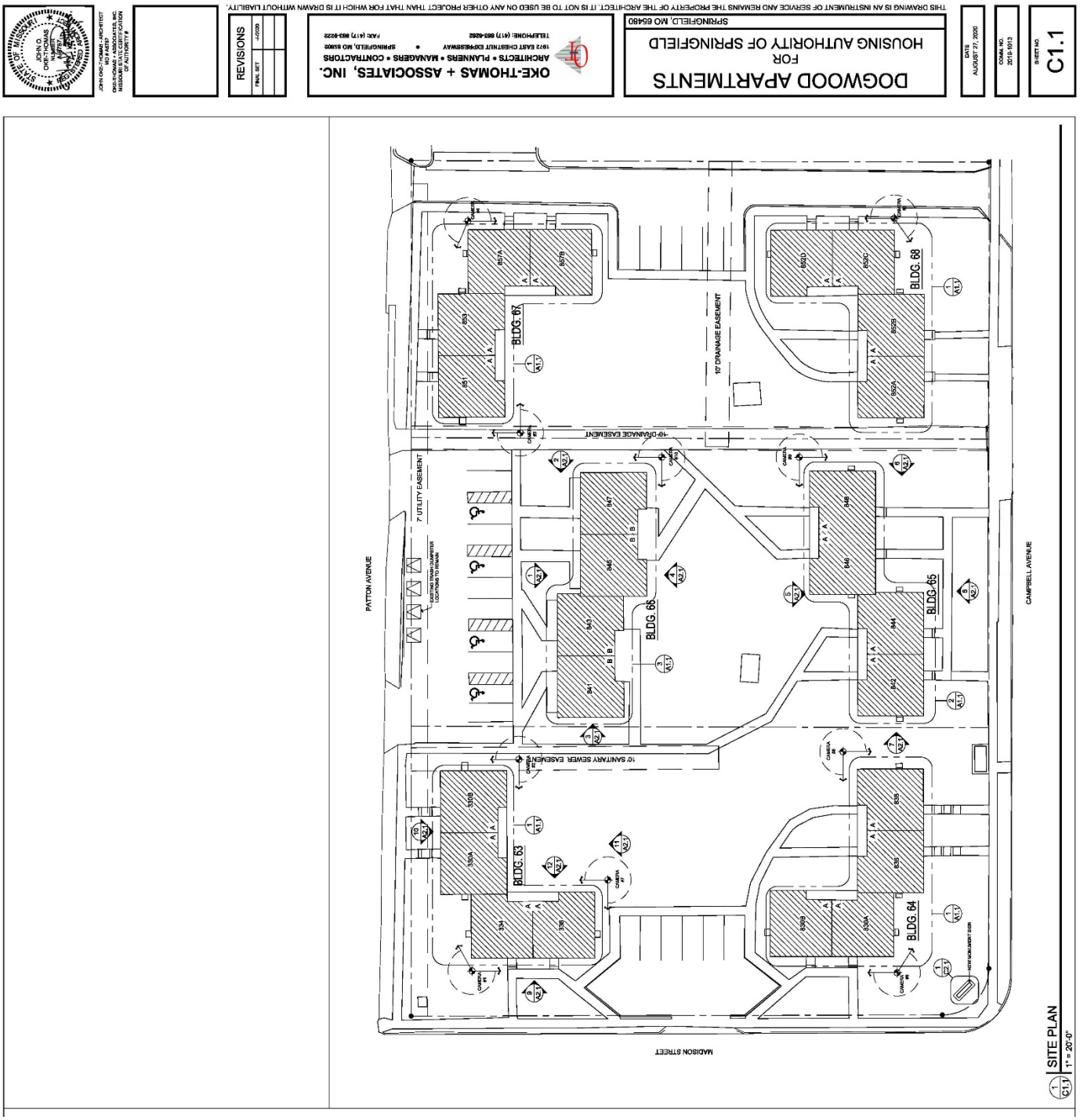
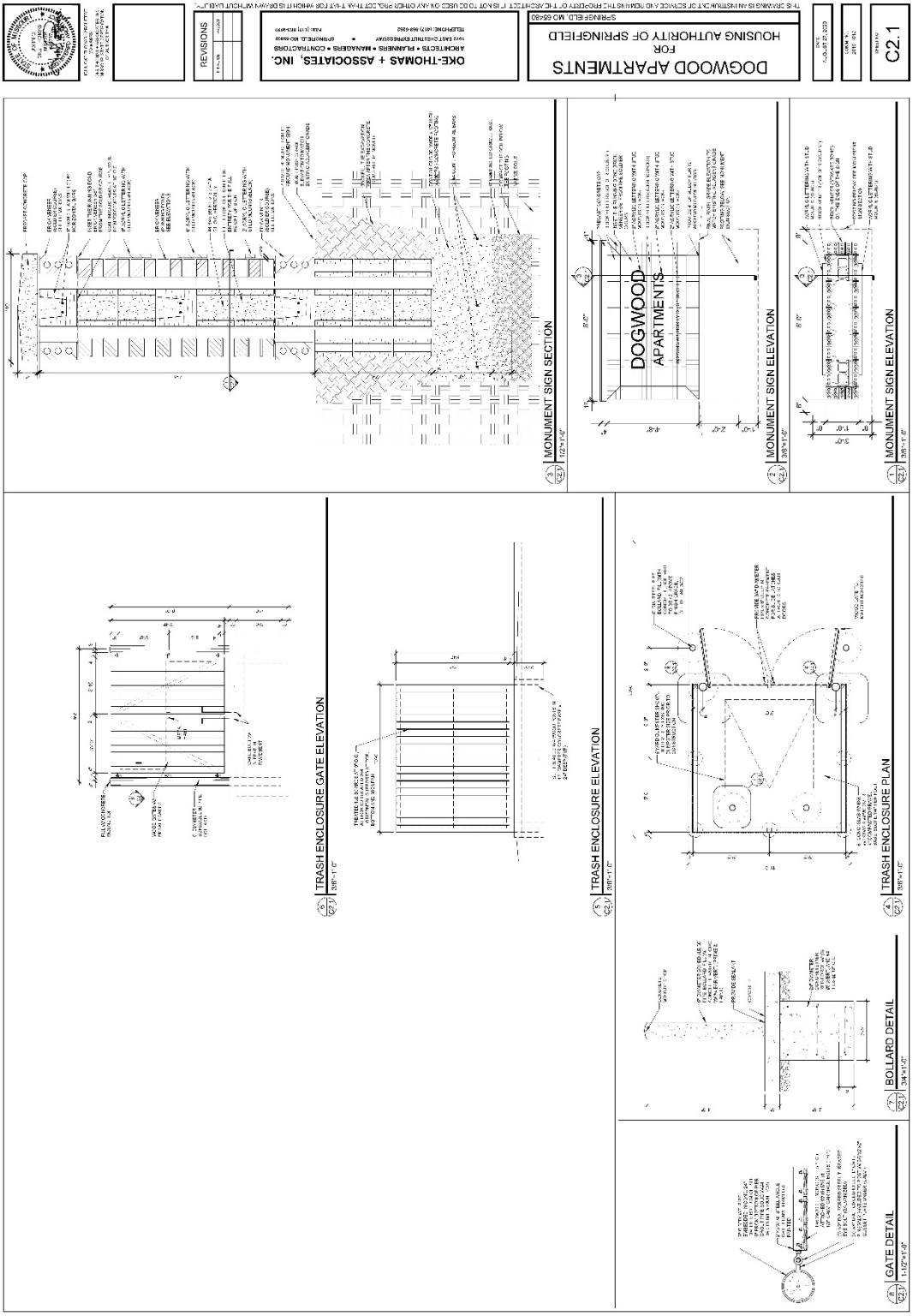


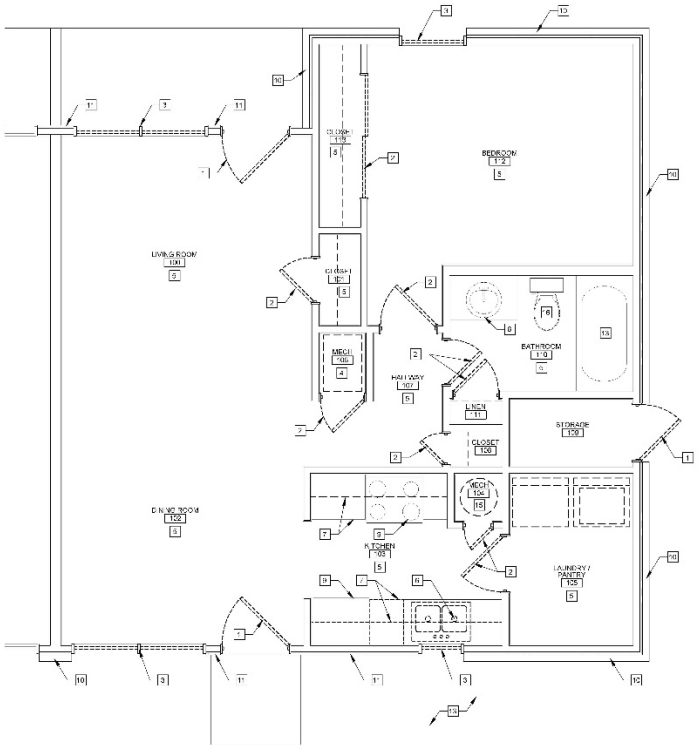
Exhibit D

SITE LAYOUT AND DESIGN – DOGWOOD SQUARE



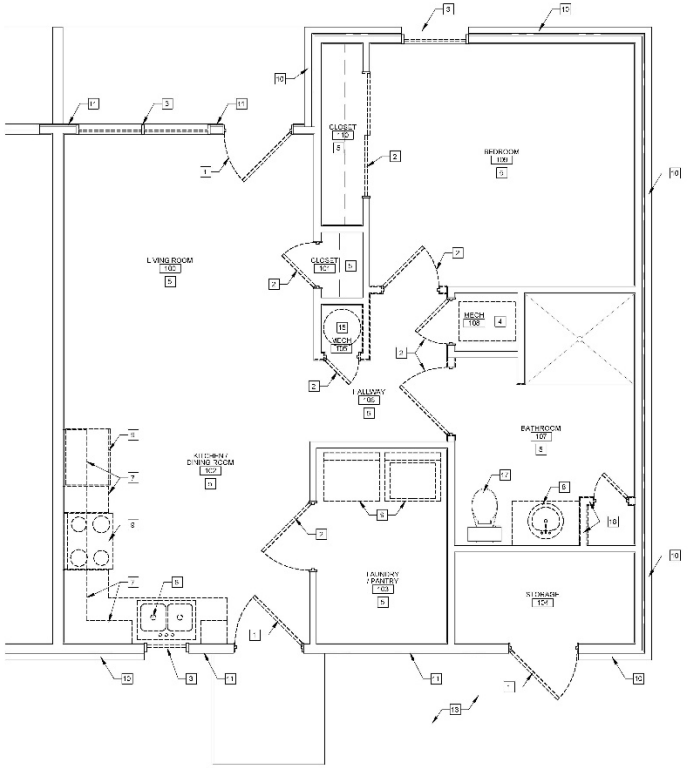
DEMOLITION KEY NOTES:

1. REMOVE AND REPLACE THE EXISTING EXTERIOR DOORS WITH NEW DOORS AS INDICATED ON THE UNIT FLOOR PLAN. SEE DOOR SCHEDULE AND INTERIOR FINISH SCHEDULE.
2. REMOVE AND REPLACE THE EXISTING INTERIOR DOORS WITH NEW DOORS AS INDICATED ON THE UNIT FLOOR PLAN. SEE DOOR SCHEDULE AND INTERIOR FINISH SCHEDULE.
3. REMOVE AND REPLACE THE EXISTING ALUMINUM WINDOWS WITH NEW INSULATED VINYL WINDOWS. INSTALL NEW BLINDS AND SHADES IN ALL UNITS. SEE WINDOW SCHEDULE.
4. REMOVE AND REPLACE EXISTING FURNACE AND CONDENSING UNIT SYSTEMS. SEE MECHANICAL DRAWINGS FOR SPECIFICATIONS.
5. REMOVE AND REPLACE EXISTING FLOORING WITH NEW FLOORING SYSTEM. SEE INTERIOR FINISH SCHEDULE FOR SPECIFIC LOCATIONS OF NEW FLOORING.
6. EXISTING GARBAGE DISPOSAL TO BE REUSED. (PROTECT)
7. REMOVE AND REPLACE THE EXISTING KITCHEN CABINETS WITH NEW CABINETS OR REWORK EXISTING CABINETS TO ALLOW FOR NEW DISHWASHER. SEE INTERIOR FINISH SCHEDULE AND APPLIANCES FOR SPECIFIC LOCATIONS.
8. REMOVE AND REPLACE VANITY CABINET AND SINK WITH NEW VANITY SYSTEM. SEE INTERIOR FINISH SCHEDULE AND PLUMBING DRAWINGS FOR SPECIFIC LOCATIONS.
9. ALL EXISTING APPLIANCES ARE TO BE REUSED AND RELOCATED PER RECONFIGURED KITCHEN LAYOUT. SEE NOTE NO 7 FINISH SCHEDULE AND APPLIANCES FOR SPECIFIC LOCATION.
10. BRICK VENEER SYSTEM TO REMAIN. (PROTECT)
11. REMOVE ALL EXISTING EXTERIOR SIDING, RELOCATE WITH (PREPAINTED) FIBER CEMENT BOARD AND BATTEN SIDING SYSTEM. ARCHITECT TO SELECT COLOR.
12. REMOVE ALL EXISTING CLOTHES LINES AND FOOTINGS IN THEIR ENTIRETY.
13. REMOVE AND REPLACE EXISTING TUBS IN ALL UNITS AND PREPARE BATHROOMS TO RECEIVE NEW TUBS. SEE SEE INTERIOR FINISH SCHEDULE & APPLIANCES FOR SPECIFIC LOCATION.
14. REMOVE AND REPLACE EXISTING KITCHEN SINKS WITH NEW. SEE PLUMBING PLAN FOR KITCHEN SINK SPECIFICATIONS. SEE INTERIOR FINISH SCHEDULE & APPLIANCES FOR SPECIFIC LOCATION.
15. REMOVE AND REPLACE EXISTING HOT WATER HEATER WITH NEW HIGH EFFICIENCY HOT WATER HEATER SYSTEM. SEE PLUMBING PLAN FOR NEW HOT WATER HEATER LOCATION AND SPECIFICATIONS.
16. REUSE EXISTING WATER SENSIBLE WATER CLOSET. (PROTECT)
17. REUSE EXISTING (ADA) WATER SENSIBLE WATER CLOSET. (PROTECT)
18. REMOVE EXISTING WALL SYSTEM IN ITS ENTIRETY. REPAIR THE EXISTING GYP BOARD VOIDS ON ALL CEILING AND WALL AREAS.



1 D1.1 DEMOLITION PLAN - 1 BEDROOM UNIT TYP

3/8"=1'-0"



2 D1.1 DEMOLITION PLAN - 1 BEDROOM UNIT (ADA)

3/8"=1'-0"

JOHN OKE-THOMAS - ARCHITECT
MO # A5787
OKE-THOMAS + ASSOCIATES, INC
MISSOURI STATE CERTIFICATION
OF AUTHORITY #

REVISIONS

FINAL SET	11/2020

OKE-THOMAS + ASSOCIATES, INC.
ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1972 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE (417) 864-4282 FAX (417) 883-9922

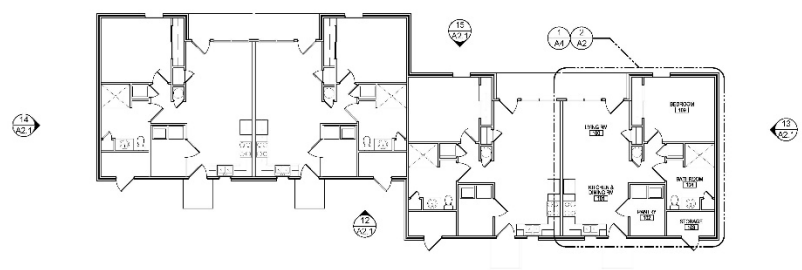
DOGWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65480

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

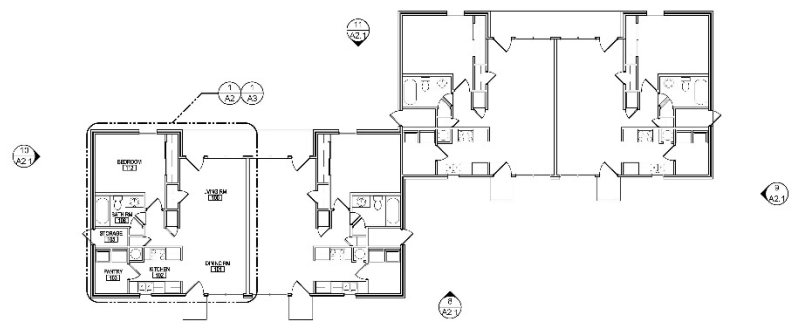
DATE
AUGUST 27, 2020

COMM. NO.
2015-1013

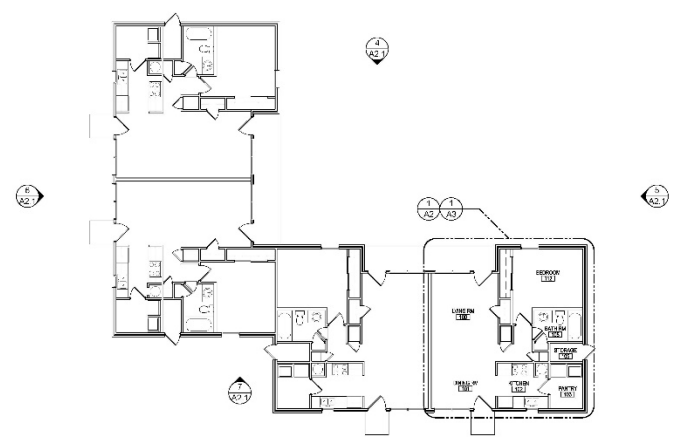
SHEET NO.
D1.1



3 A1.1 EXISTING 1 BEDROOM UNIT B TYP (ADA)
3/32"=1'-0"



2 A1.1 EXISTING 1 BEDROOM UNIT A SIM
3/32"=1'-0"



1 A1.1 EXISTING 1 BEDROOM UNIT A TYP
3/32"=1'-0"

STATE OF MISSOURI
JOHN O. OKE-THOMAS
NUMBER 6[illegible]
REGISTERED ARCHITECT

JOHN OKE-THOMAS - ARCHITECT
MO # A6787
OKE-THOMAS - ASSOCIATES, INC.
MISSOURI STATE CERTIFICATION OF AUTHORITY #

REVISIONS

FINAL SET	4-2020

OKE-THOMAS + ASSOCIATES, INC.
ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1972 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE: (417) 863-8282 FAX: (417) 863-9222

DOGWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD

SPRINGFIELD, MO 65480

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

DATE
AUGUST 27, 2020

COMM. NO.
2019-1013

SHEET NO.
A1.1

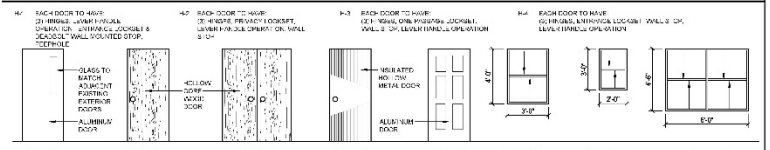
HARDWARE GROUPS AND DOORS & WINDOW TYPES

H-1 EACH DOOR TO HAVE: (3) HINGES, LEVER HANDLE OPERATION, ENTRANCE LOCKSET & DEADBOLT, WALL MOUNTED STOP, PEEPHOLE

H-2 EACH DOOR TO HAVE: (3) HINGES, PRIVACY LOCKSET, LEVER HANDLE OPERATION, WALL MOUNTED STOP

H-3 EACH DOOR TO HAVE: (3) HINGES, PASSAGE LOCKSET, WALL STOP, LEVER HANDLE OPERATION

H-4 EACH DOOR TO HAVE: (3) HINGES, ENTRANCE LOCKSET, WALL STOP, LEVER HANDLE OPERATION



WINDOW SCHEDULE

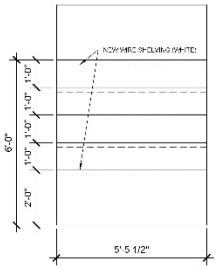
MARK	DESCRIPTION	WINDOW OPENING WIDTH	WINDOW OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	GLAZING	LINTEL	STOOL	SILL HEIGHT	REMARKS
(A)	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	4'-0" +/-	EXIST.	EXIST.	INSUL. LOW-E	EX.ST.	EX.ST.	EXIST.	SEE WINDOW NOTE 1 & 2
(B)	DOUBLE HUNG VINYL INSULATED WINDOW	2'-0" +/-	3'-0" +/-	EX.ST.	EXIST.	INSUL. LOW-E	EX.S.T.	EX.S.T.	EXIST.	SEE WINDOW NOTE 1 & 2
(C)	DOUBLE HUNG VINYL INSULATED WINDOW	4'-0" +/-	4'-0" +/-	EX.ST.	EXIST.	INSUL. LOW-E	EX.S.T.	EX.S.T.	EXIST.	SEE WINDOW NOTE 1 & 2

WINDOW NOTE: 1. REMOVE EXISTING WINDOWS AND REPLACE WITH NEW LOW-E INSUL. VINYL WINDOWS. VERIFY THE SIZES OF EXISTING OPENINGS AT THE JOB SITE.

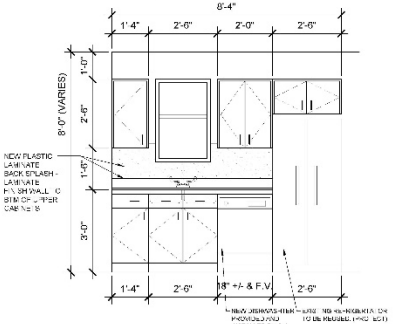
2. CAULK CONT. AROUND WINDOW FRAMES ON THE EXTERIOR.

INTERIOR FINISH NOTES:

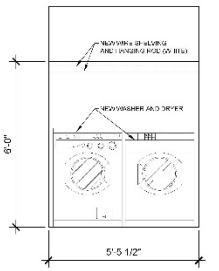
1. TAPE, MUD AND SAND ALL NEW AND REPAIRED GYP. BOARD WALLS AND APPLY (1) COAT OF PRIMER PAINT AND TWO (2) COATS OF SEMI GLOSS PAINT.
2. CLEAN EXIST. GYP. BOARD WALL AND APPLY (1) COAT OF "FINISH" SEMI GLOSS PAINT.
3. INSTALL REDUCER STRIP AT TILE TRANSITION BETWEEN TWO DISSIMILAR FLOOR COVERING
4. REPAIR, CLEAN AND PAINT EXIST. GYP BD CEILING AS REQ'D
5. SEAL EXIST. CONCRETE SLAB.



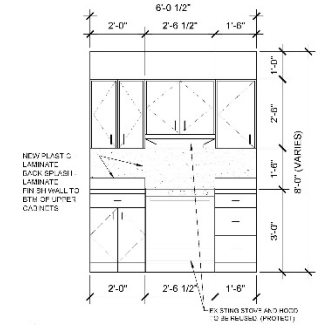
5 / A1.2 TYP LAUNDRY / PANTRY MILLWORK
1/2"=1'-0"



3 / A1.2 TYP KITCHEN MILLWORK ELEVATION
1/2"=1'-0"



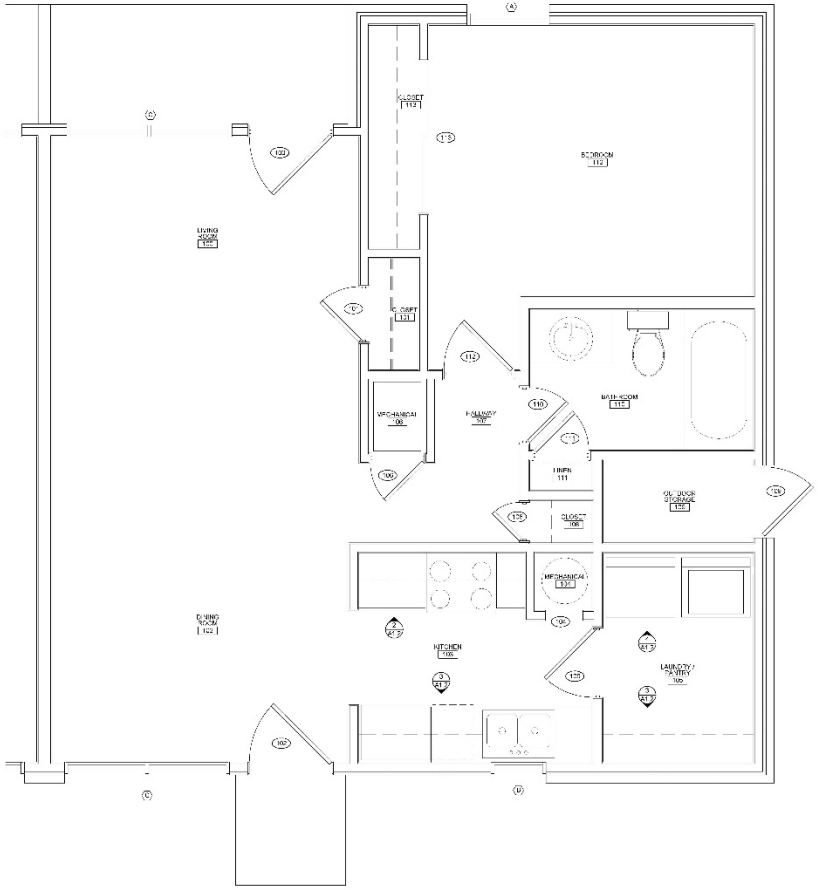
4 / A1.2 TYP LAUNDRY / PANTRY MILLWORK
1/2"=1'-0"



2 / A1.2 TYP KITCHEN MILLWORK ELEVATION
1/2"=1'-0"

DOOR SCHEDULE

	NO.	DOOR OPENING WIDTH	DOOR OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	THICKNESS	TYPE	FRAME	GLAZING DOOR	GLAZING THRESHOLD	LABEL	DETAIL HEAD	DETAIL JAMB	HARDWARE GROUP	REMARKS
TYP. 1 BDRM UNIT	120	2'-0"	6'-8"	EXIST	EXIST.	1 3/4"	D1	EXIST. WD	YES	YES	NONE			H-4	NEW PRE-HUNG INSULATED ENTRY DOOR
	121	2'-6"				1 3/4"	D2		NO	YES				H-3	NEW HOLLOW CORE WD. DOOR
	122	6'-0"				1 3/4"	D3			YES				H-1	NEW PRE-HUNG INSULATED ENTRY DOOR
	124	1'-4"				1 3/8"	D2			NO				H-3	NEW HOLLOW CORE WOOD DOOR
	125	2'-6"				1 3/8"	D2			NO				H-3	NEW HOLLOW CORE WOOD DOOR
	126	2'-0"				1 3/8"	D2			NO				H-3	NEW HOLLOW CORE WOOD DOOR
	128	1'-4"				1 3/8"	D2			NO				H-3	NEW HOLLOW CORE WOOD DOOR
	129	3'-0"				1 3/8"	D4			YES				H-3	INSULATED HOLLOW METAL DOOR
	110	2'-0"				1 3/8"	D2			NO				H-2	NEW HOLLOW CORE WOOD DOOR
	111	2'-6"				1 3/8"	D2			NO				H-2	NEW HOLLOW CORE WOOD DOOR
	112	2'-6"				1 3/8"	D2			NO				H-2	NEW HOLLOW CORE WOOD DOOR
	113	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EX.S.T.			EXIST.	SLIDING DOOR TO REMAIN



1 / A1.2 MODIFIED - 1 BEDROOM UNIT TYP (STD)
1/2"=1'-0"

JOHN O. OKE-THOMAS - ARCHITECT M-7 ASSIST
OKE-THOMAS + ASSOCIATES, INC. MISSOURI STATE CERT. NO. OF AUTHORITY #

REVISIONS	
FINAL SET	4/30/25

OKE-THOMAS + ASSOCIATES, INC.
ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1972 EAST CHESTNUT EXPRESSWAY SPRINGFIELD, MO 65802
TELEPHONE: (417) 865-6962 FAX: (417) 865-5972

DOGWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65480

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY

DATE: AUGUST 21, 2025

CONT. NO. 2019-1013

SHEET NO. A1.2

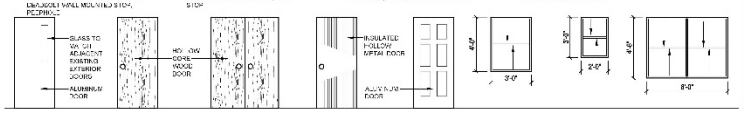
HARDWARE GROUPS AND DOORS & WINDOW TYPES

H 1 EACH DOOR TO HAVE: (3) HINGES, LEVER HAND, PASSAGE LOCKSET & DEADBOLT WALL MOUNTED STOP, PEEPHOLE

H 2 EACH DOOR TO HAVE: (3) HINGES, PRIVACY LOCKSET, PUSH HANDLE OPERATION, WALL STOP

H 3 EACH DOOR TO HAVE: (3) HINGES, ONE PASSAGE LOCKSET, WALL STOP, LEVER HAND OPERATION

H 4 EACH DOOR TO HAVE: (3) HINGES, ENTRANCE LOCKSET, WALL STOP, LEVER HAND OPERATION



DOOR 101 DOOR 102 DOOR 103 DOOR 104 DOOR 105 WINDOW A WINDOW B WINDOW C

WINDOW SCHEDULE

MARK	DESCRIPTION	WINDOW OPENING WIDTH	WINDOW OPENING HEIGHT	OPENING VERIFICATION WIDTH	OPENING VERIFICATION HEIGHT	GLAZING	LINTEL	STOOL	SILL HEIGHT	REMARKS
A	DOUBLE HUNG VINYL, INSULATED WINDOW	3'-0" ±	4'-0" ±	EXIST.	EXIST.	INSUL. GLASS	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
B	DOUBLE HUNG VINYL, INSULATED WINDOW	2'-0" ±	3'-0" ±	EXIST.	EXIST.	INSUL. GLASS	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
C	DOUBLE HUNG VINYL, INSULATED WINDOW	6'-0" ±	4'-0" ±	EXIST.	EXIST.	INSUL. GLASS	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2

WINDOW NOTE:
1. REMOVE EXISTING WINDOWS AND REPLACE WITH NEW LOW-E INSUL. VINYL WINDOWS. VERIFY ALL SIZES OF EXISTING OPENINGS AT THE JOB SITE.
2. CAULK CONT. AROUND WINDOW AREAS ON THE EXTERIOR.

DOOR SCHEDULE

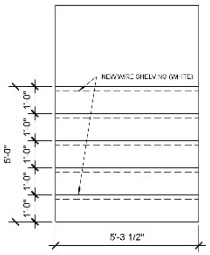
	MK	DOOR OPENING WIDTH	DOOR OPENING HEIGHT	OPENING DIMENS ON WIDTH	OPENING DIMENS ON HEIGHT	THICKNESS	TYPE	FRAME	G. APNC DOOR	G. APNC TRANSOM	THRESHOLD	LEAF	DETAIL H	DETAIL J	HDWR GROUP	REMARKS
ADA VOOP RC -SOTE UNIT	100	3'-0"	6'-8"	EXIST.	EXIST.	1 3/4"	D1	EXIST. WD	YES	NO	YES	NOVE			44	NEW PRO-UNS. INSUL. ON TY DOOR WITH ALUM SCREEN DOOR
	101	1'-4"				1 3/4"	D2		NO		NONE				43	NEW HOLLOW CORE WD. DOOR
	102	2'-8"				1 3/4"	D1		YES						41	NEW PRE-FUNC. INSUL. ENTRY DOOR WITH ALUM SCREEN DOOR
	103	3'-0"				1 3/8"	D2		NO						43	NEW HOLLOW CORE WD. DOOR
	104	3'-0"				1 3/8"	D5								44	NEW VC. ALDOOR W METAL FRAME W/O TIPPING P AND DEAD BOLT
	105	1'-0"				1 3/8"	D2								42	NEW HOLLOW CORE WD. DOOR
	106	3'-0"				1 3/8"	D2								42	NEW HOLLOW CORE WD. DOOR
	108	2'-0"	"	"	"	1 3/8"	D2	"	EXIST.	EXIST.	EXIST.	"			42	NEW HOLLOW CORE WD. DOOR
	109	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.			EXIST.	S TING DOOR TO REMAIN

ACCESSIBLE KITCHEN NOTES:

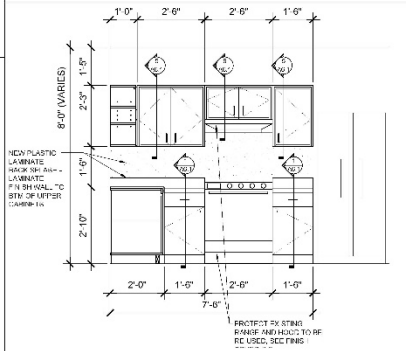
1. COUNTER HEIGHT SHALL BE 34" A.F.F.
2. EXTEND VINYL FLOORING BENEATH SINK SPACE AND THE 30" WORKSPACE BESIDE THE REFRIGERATOR
3. TOE KICK SPACE @ BOTTOM OF BASE CABINETS SHALL REMAIN 9" MIN. (TYP. LAUNDRY)
4. ADD SEPARATE 3-WAY WALL SWITCHES FOR RANGE HOOD FAN AND RANGE HOOD LIGHT (SEE ELECTRICAL PLANS)
5. ADD SWITCHES UNDER SINK (3-WAY) & DISPOSAL 3-WAY WALL SWITCH TO 3-WAY FOR CONTROL OF LIGHT OVER SINK & GARBAGE DISPOSAL.
6. SWITCHES & OUTLETS IN KITCHEN ABOVE HARD CABINETS SHALL BE 34" A.F.F. TO BOTTOM OF SWITCH PLATE SO AS NOT TO INTERFERE WITH WALL CABINET.
7. INSULATE EXPOSED PIPING IN LOW KITCHEN SINK WITH FOAM WRAP BY ARMACELL PRODUCTS OR EQUAL.

INTERIOR FINISH NOTES:

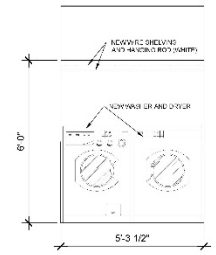
1. APPLY PRIMER AND ALL SHEEN AND FINISH COATS TO NEW GYP. BOARD WALL & AND APPLY (1) COAT OF PRIMER PAINT AND TWO (2) COATS OF SEMI-GLOSS PAINT.
2. CLEAN EXIST. GYP. BOARD WALL AND APPLY (1) COAT OF FINISH SEMI-GLOSS PAINT.
3. INSTALL REDUCER STRIP AT THE TRANSITION BETWEEN TWO DISSIMILAR FLOOR COVERING
4. REPAIR, CLEAN AND PAINT EXIST. GYP. BD. CLG. AS REQ'D
5. SEAL EXIST. CONCRETE SLAB



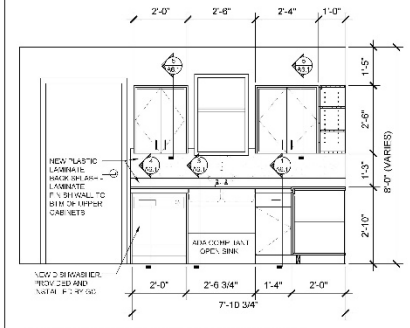
5 / A1.3 LAUNDRY / PANTRY ELEVATION
1/2"=1'-0"



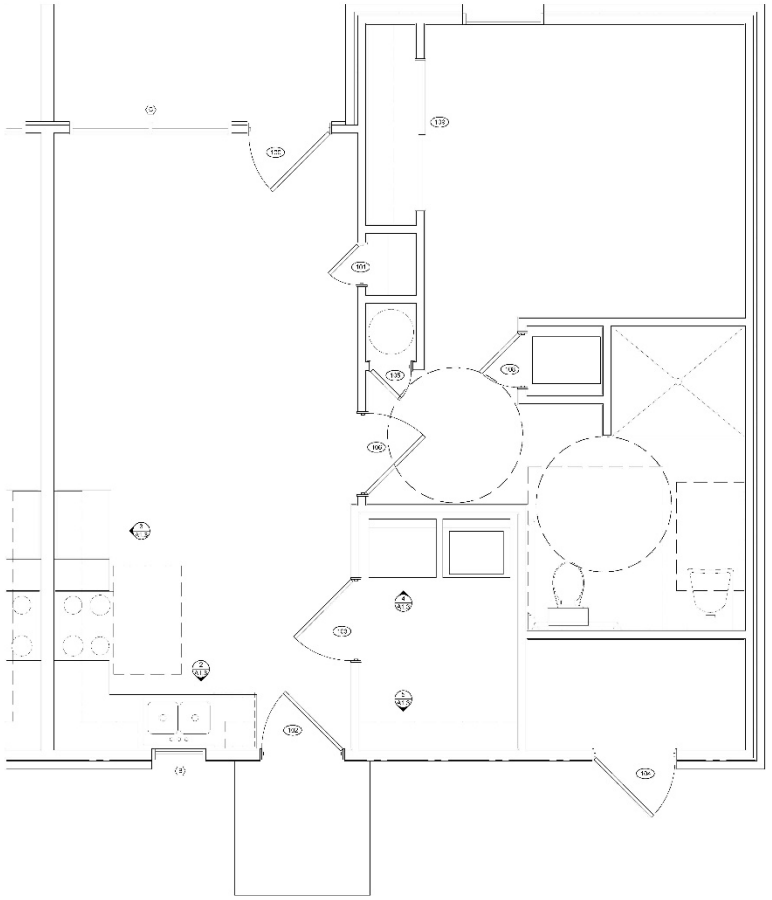
3 / A1.3 KITCHEN TYP MILLWORK ELEVATION
1/2"=1'-0"



4 / A1.3 LAUNDRY / PANTRY ELEVATION
1/2"=1'-0"



2 / A1.3 KITCHEN TYP MILLWORK ELEVATION
1/2"=1'-0"



1 / A1.3 ADA MODIFIED 1 BEDROOM UNIT FLOOR PLAN
1/4"=1'-0"

JOHN C. OKE-THOMAS ARCHITECT NUMBER A-6787 REGISTERED ARCHITECT STATE OF MISSOURI

JOHN C. OKE-THOMAS - ARCHITECT MO # A6787
OKE-THOMAS + ASSOCIATES, INC. MISSOURI STATE CERTIFICATION OF AUTHORITY #

REVISIONS

ITEM NO.	ISSUED

OKE-THOMAS + ASSOCIATES, INC.
ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1370 EAST CHESTNUT EXPRESSWAY SPRINGFIELD, MO 65802
TELEPHONE: (417) 869-4992 FAX: (417) 869-6022

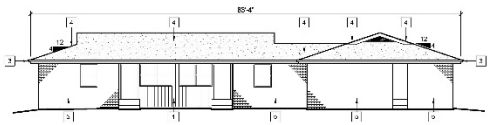
DOGWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65480

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

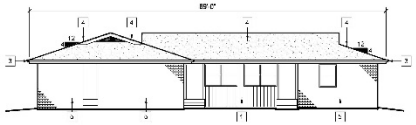
DATE
AUGUST 27, 2020

JOB NO.
2019-1013

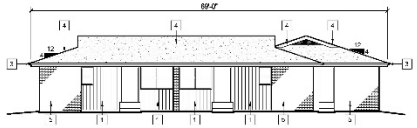
SHEET NO.
A1.3



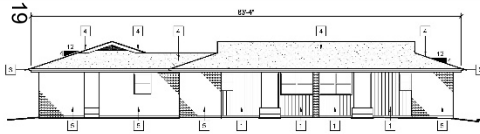
12 A2.1 EXISTING 1 BEDROOM UNIT A - FRONT ELEVATION
3/32"=1'-0"



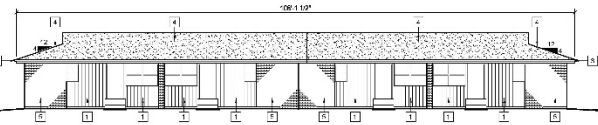
11 A2.1 EXISTING 1 BEDROOM UNIT A - FRONT ELEVATION
3/32"=1'-0"



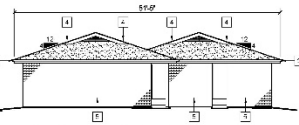
10 A2.1 EXISTING 1 BEDROOM UNIT A - REAR ELEVATION
3/32"=1'-0"



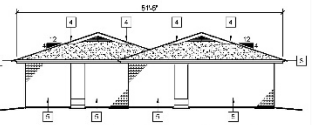
9 A2.1 EXISTING 1 BEDROOM UNIT A - REAR ELEVATION
3/32"=1'-0"



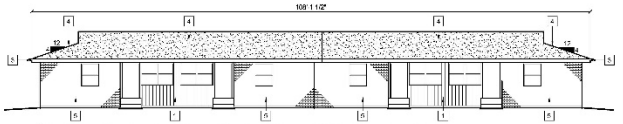
8 A2.1 EXISTING 1 BEDROOM UNIT A (SIM) - REAR ELEVATION
3/32"=1'-0"



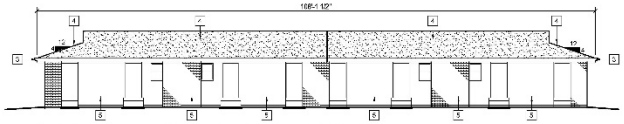
7 A2.1 EXIST. 1 BDRM UNIT A (SIM) LEFT SIDE ELEV.
3/32"=1'-0"



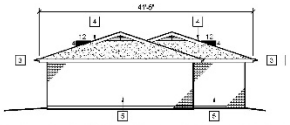
6 A2.1 EXISTING 1 BEDROOM UNIT A (SIM) RIGHT SIDE ELEVATION



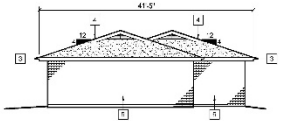
5 A2.1 EXISTING 1 BEDROOM UNIT A (SIM) - FRONT ELEVATION
3/32"=1'-0"



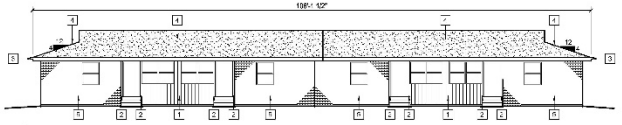
4 A2.1 EXISTING 1 BEDROOM UNIT B - REAR ELEVATION
3/32"=1'-0"



3 A2.1 EXISTING 1 BEDROOM UNIT B - RIGHT SIDE ELEVATION
3/32"=1'-0"



2 A2.1 EXISTING 1 BEDROOM UNIT B - LEFT SIDE ELEVATION
3/32"=1'-0"



1 A2.1 EXISTING 1 BEDROOM UNIT B - FRONT ELEVATION
3/32"=1'-0"

EXTERIOR ELEVATION KEY NOTES:

1. REMOVE ALL EXISTING EXTERIOR SIDING, REPLACE WITH (PREPAINTED) FIBER CEMENT BOARD AND BATTEN SIDING SYSTEM. ARCHITECT TO SELECT COLOR.
2. PAINT ALL EXTERIOR HANDRAILS AT ALL ADA UNITS. ARCHITECT TO SELECT COLOR.
3. REMOVE AND REPLACE EXISTING DAMAGED GUTTER AND DOWNSPOUT SYSTEMS. MATCH EXISTING COLOR.
4. REMOVE EXISTING ASPHALT SHINGLE ROOF SYSTEM AND EXISTING #15 ASPHALT ROOFING PAPER DOWN TO THE EXISTING WOOD SHEATHING. REPLACE WITH NEW ARCHITECTURAL GRADE ASPHALT SHINGLE SYSTEM OVER #15 ASPHALT ROOFING PAPER AND ICE AND WATER SHIELD AT ALL RIDGES, VALLEYS AND EAVE LOCATIONS PER STANDARD INSTALLATION PRACTICES.
5. EXISTING BRICK VENEER TO REMAIN. PROTECT DURING CONSTRUCTION.

JOHN O'KE-THOMAS - ARCHITECT
MO # A6787
OKE-THOMAS + ASSOCIATES, INC.
MISSOURI STATE CERTIFICATION OF AUTHORITY #

REVISIONS

FINAL SUBMITTAL	ISSUED

OKE-THOMAS + ASSOCIATES, INC.
ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1370 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE: (417) 863-5252 FAX: (417) 863-5222

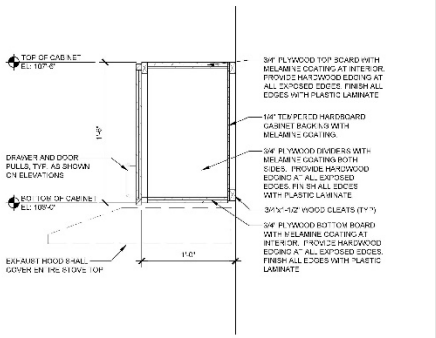
DOGWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65480

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

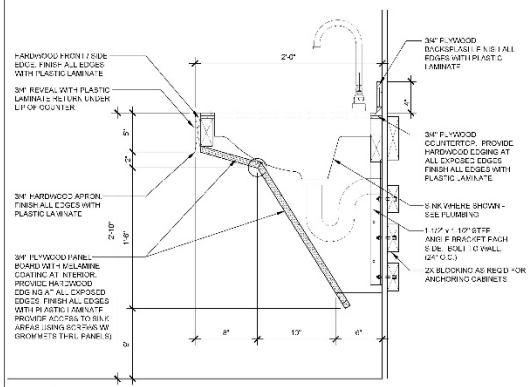
DATE
AUGUST 27, 2020

COMM. NO
2019.1013

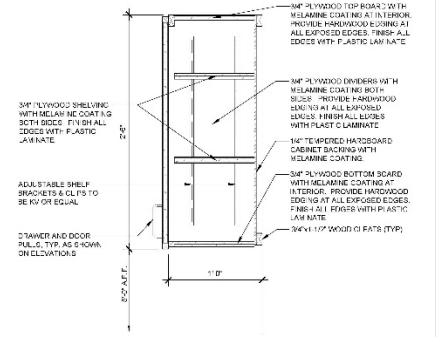
SHEET NO.
A2.1



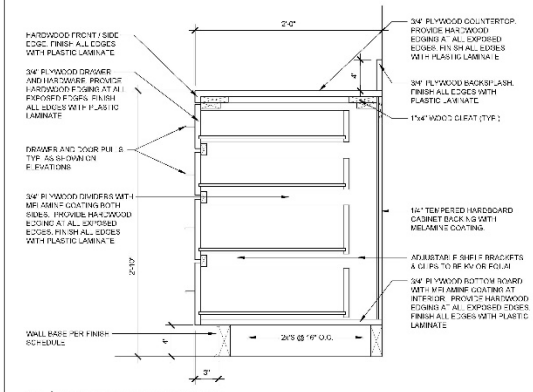
6 A6.1 CASEWORK SECTION
1-1/2"=1'-0"



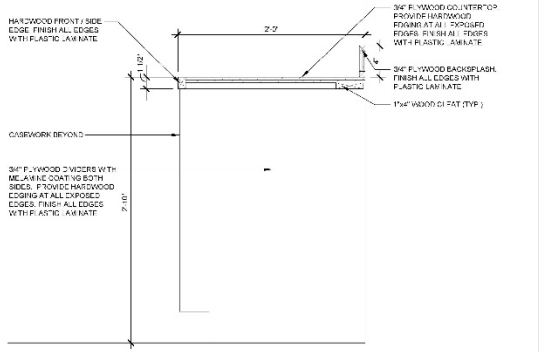
3 A6.1 CASEWORK SECTION - ADA KITCHEN
1-1/2"=1'-0"



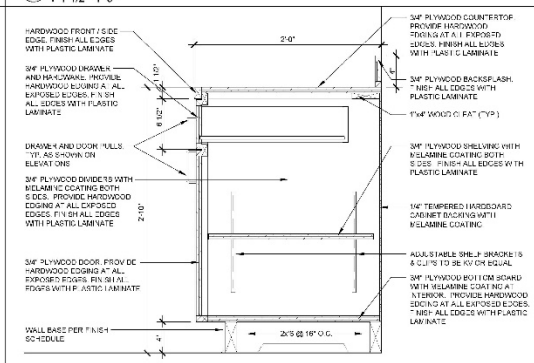
5 A6.1 CASEWORK SECTION
1-1/2"=1'-0"



2 A6.1 MILLWORK SECTION
1-1/2"=1'-0"



4 A6.1 CASEWORK SECTION - DISHWASHER ONLY
1-1/2"=1'-0"



1 A6.1 CASEWORK SECTION
1-1/2"=1'-0"

JOHN O. OKE-THOMAS
NUMBER A5767
REGISTERED ARCHITECT
STATE OF MISSOURI

JOHN OKE-THOMAS - ARCHITECT
MO # A5767
OKE-THOMAS + ASSOCIATES, INC.
MISSOURI STATE CERTIFICATION OF AUTHORITY #

OKE-THOMAS + ASSOCIATES, INC.
ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1972 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE: (417) 863-8262 FAX: (417) 863-8222

REVISIONS	
FINAL SET	7-2020

DOGWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65480

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

DATE
AUGUST 27, 2020

COMM. NO
2019-1013

SHEET NO.
A6.1

Exhibit E

TAX IMPACT ANALYSIS – DOGWOOD SQUARE

[Please see attached]

Dogwood Square

Tax Impact Analysis for 800 Block of S Campbell, 800 Block of S Patton and the 300 Block of W Madison

City of Springfield, MO
10/28/20 v2

Dogwood Square
2020 Real Estate Assessment & Taxes

800 Block of S Campbell, 800 Block of S Patton and the 300 Block of W Madison

Current Assessment Ratio 19%

	Appraised*	Assessed
Land	$ -	$ -
Improvements	$ 602,609	
Total	$ 602,609	

Jurisdiction	**Tax**	**Levy per $100**
State of Missouri	-	0.0300
County General Revenue	-	0.1248
County Road and Bridge	-	0.1248
County Sheltered Workshop	-	0.0467
County Library	-	0.2434
OTC College	-	0.1996
Springfield R12 Schools	-	4.2727
City of Springfield	-	0.6196
Senior District	-	0.0493
	$ -	5.7109

* Per Tax Assessor Estimate Using 2019 Actual NOI Valuation with 7.0% Cap Rate

Dogwood Square
Tax Impact Analysis - Assessment Assumptions

	2020							
	Appraised			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
Property						
800 Block of S Campbell	$ -	$ 602,609	$ 602,609	$ -	$ 114,496	$ 114,496
800 Block of S Patton and the 300 Block of W Madison						
Totals	$ -	$ 602,609	$ 602,609	$ -	$ 114,496	$ 114,496

	Redevelopment Estimate							
	Appraised *			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
Property						
Commercial	$ -		$ -	$ -	$ -	$ -
Residential						
Dogwood Square		$ 803,241	$ 803,241	$ -	$ 152,616	$ 152,616
Totals	$ -	$ 803,241	$ 803,241	$ -	$ 152,616	$ 152,616

Breakdown of Land/Improvement Values
Assessment Ratio (Commercial) 32%
Assessment Ratio (Residential) 19%

* Based on Net Income Valuation

Dogwood Square
Tax Impact Analysis
Projected Tax Without Redevelopment

Biennial Growth Rate Assumptions - Real Estate Taxes -1%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	114,496	114,496	34.35	142.89	142.89	53.47	278.68	228.53	4,892.06	709.42	56.45	-	6,538.73
2	2022	-	114,496	114,496	34.35	142.89	142.89	53.47	278.68	228.53	4,892.06	709.42	56.45	-	6,538.73
3	2023	-	113,351	113,351	34.01	141.46	141.46	52.93	275.90	226.25	4,843.14	702.32	55.88	-	6,473.35
4	2024	-	113,351	113,351	34.01	141.46	141.46	52.93	275.90	226.25	4,843.14	702.32	55.88	-	6,473.35
5	2025	-	112,217	112,217	33.67	140.05	140.05	52.41	273.14	223.99	4,794.70	695.30	55.32	-	6,408.61
6	2026	-	112,217	112,217	33.67	140.05	140.05	52.41	273.14	223.99	4,794.70	695.30	55.32	-	6,408.61
7	2027	-	111,095	111,095	33.33	138.65	138.65	51.88	270.41	221.75	4,746.76	688.34	54.77	-	6,344.53
8	2028	-	111,095	111,095	33.33	138.65	138.65	51.88	270.41	221.75	4,746.76	688.34	54.77	-	6,344.53
9	2029	-	109,984	109,984	33.00	137.26	137.26	51.36	267.70	219.53	4,699.29	681.46	54.22	-	6,281.08
10	2030	-	109,984	109,984	33.00	137.26	137.26	51.36	267.70	219.53	4,699.29	681.46	54.22	-	6,281.08
		Total			336.69	1,400.61	1,400.61	524.11	2,731.64	2,240.08	47,951.88	6,953.68	553.29	-	64,092.59

Dogwood Square
Tax Impact Analysis
Projected Tax Revenue With Redevelopment but Without Abatement

Biennial Growth Rate Assumptions - Real Estate Taxes 3%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	152,616	152,616	45.78	190.46	190.46	71.27	371.47	304.62	6,520.81	945.61	75.24	-	8,715.73
2	2022	-	152,616	152,616	45.78	190.46	190.46	71.27	371.47	304.62	6,520.81	945.61	75.24	-	8,715.73
3	2023	-	157,194	157,194	47.16	196.18	196.18	73.41	382.61	313.76	6,716.44	973.98	77.50	-	8,977.20
4	2024	-	157,194	157,194	47.16	196.18	196.18	73.41	382.61	313.76	6,716.44	973.98	77.50	-	8,977.20
5	2025	-	161,910	161,910	48.57	202.06	202.06	75.61	394.09	323.17	6,917.93	1,003.19	79.82	-	9,246.52
6	2026	-	161,910	161,910	48.57	202.06	202.06	75.61	394.09	323.17	6,917.93	1,003.19	79.82	-	9,246.52
7	2027	-	166,767	166,767	50.03	208.13	208.13	77.88	405.91	332.87	7,125.47	1,033.29	82.22	-	9,523.92
8	2028	-	166,767	166,767	50.03	208.13	208.13	77.88	405.91	332.87	7,125.47	1,033.29	82.22	-	9,523.92
9	2029	-	171,770	171,770	51.53	214.37	214.37	80.22	418.09	342.85	7,339.23	1,064.29	84.68	-	9,809.63
10	2030	-	171,770	171,770	51.53	214.37	214.37	80.22	418.09	342.85	7,339.23	1,064.29	84.68	-	9,809.63
	Total				486.15	2,022.40	2,022.40	756.78	3,944.33	3,234.55	69,239.76	10,040.71	798.91	-	92,546.02

Dogwood Square
Tax Impact Analysis
Projected Tax Revenue With Redevelopment and Abatement

Annual Growth Rate Assumptions - Real Estate Taxes 3%
Estimated Abatement of Redevelopment Impact 100%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	114,496	114,496	34.35	142.89	142.89	53.47	278.68	228.53	4,892.05	709.41	56.45	-	6,538.73
2	2022	-	114,496	114,496	34.35	142.89	142.89	53.47	278.68	228.53	4,892.05	709.41	56.45	-	6,538.73
3	2023	-	117,931	117,931	35.38	147.18	147.18	55.07	287.04	235.39	5,038.82	730.70	58.14	-	6,734.89
4	2024	-	117,931	117,931	35.38	147.18	147.18	55.07	287.04	235.39	5,038.82	730.70	58.14	-	6,734.89
5	2025	-	121,468	121,468	36.44	151.59	151.59	56.73	295.65	242.45	5,189.98	752.62	59.88	-	6,936.94
6	2026	-	121,468	121,468	36.44	151.59	151.59	56.73	295.65	242.45	5,189.98	752.62	59.88	-	6,936.94
7	2027	-	125,112	125,112	37.53	156.14	156.14	58.43	304.52	249.72	5,345.68	775.20	61.68	-	7,145.05
8	2028	-	125,112	125,112	37.53	156.14	156.14	58.43	304.52	249.72	5,345.68	775.20	61.68	-	7,145.05
9	2029	-	128,866	128,866	38.66	160.82	160.82	60.18	313.66	257.22	5,506.05	798.45	63.53	-	7,359.40
10	2030	-	128,866	128,866	38.66	160.82	160.82	60.18	313.66	257.22	5,506.05	798.45	63.53	-	7,359.40
		Total			364.72	1,517.25	1,517.25	567.75	2,959.12	2,426.63	51,945.16	7,532.76	599.36	-	69,430.01

Dogwood Square
Tax Impact Analysis

Jurisdiction	Ten Year Tax Revenue: Without Redevelopment or Abatement	Ten Year Tax Revenue: With Redevelopment and Abatement	Impact on Jurisdiction
State of Missouri	$ 336.69	$ 364.72	$ 28.04
County General	$ 1,400.61	$ 1,517.25	$ 116.64
Road	$ 1,400.61	$ 1,517.25	$ 116.64
Co Dev Dis	$ 524.11	$ 567.75	$ 43.65
Library	$ 2,731.64	$ 2,959.12	$ 227.48
OCT College	$ 2,240.08	$ 2,426.63	$ 186.55
R12 Schools	$ 47,951.88	$ 51,945.16	$ 3,993.27
City of Springfield	$ 6,953.68	$ 7,532.76	$ 579.08
Senior District	$ 553.29	$ 599.36	$ 46.08
Commercial Sur Tax	$ -	$ -	$ -
Totals	$ 64,092.59	$ 69,430.01	$ 5,337.42

Ten Year
Project Trending

Dogwood Square

Percent Annual Adjustment:

2.00%	Income
3.00%	Expense
3.00%	Reserves
7.00%	Vacancy Rate
2.00%	Other Income

	Year One		Year Two		Year Three		Year Four	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	142,272	142,272	145,117	145,117	148,020	148,020	150,980	150,980
Gross Rental Income (Affordable Other)	-	-	-	-	-	-	-	-
Other Income	1,480	1,480	1,509	1,509	1,540	1,540	1,570	1,570
Subtotal Income	143,752	143,752	146,627	146,627	149,559	149,559	152,551	152,551
Less Vacancy	(10,063)	(10,063)	(10,264)	(10,264)	(10,469)	(10,469)	(10,679)	(10,679)
Total Income	133,689	133,689	136,363	136,363	139,090	139,090	141,872	141,872
Expenses								
Administrative	13,525	13,525	13,931	13,931	14,349	14,349	14,779	14,779
Asset Management Fee	6,684	6,684	6,885	6,885	7,092	7,092	7,304	7,304
Tenant Services	759	759	782	782	805	805	829	829
Utility Expense	7,325	7,325	7,544	7,544	7,771	7,771	8,004	8,004
Ordinary maintenance and Operations	22,138	22,138	22,802	22,802	23,486	23,486	24,191	24,191
Protective Services	1,000	1,000	1,030	1,030	1,061	1,061	1,093	1,093
Real Estate Taxes or PILOT	8,715	6,539	8,716	6,539	8,977	6,735	8,977	6,735
Property Insurance	7,308	7,308	7,527	7,527	7,753	7,753	7,985	7,985
Liability Insurance	2,308	2,308	2,377	2,377	2,448	2,448	2,522	2,522
Other General Expenses	500	500	515	515	530	530	546	546
Total Operating Expenses	70,262	68,085	72,370	69,932	74,541	72,030	76,777	73,989
Reserve for Replacements	7,200	7,200	7,416	7,416	7,638	7,638	7,868	7,868
TOTAL EXPENSES INCLUDING RESERVES	77,462	75,285	79,786	77,348	82,179	79,668	84,644	81,856
NET OPERATING INCOME	56,228	58,404	56,578	59,015	56,911	59,422	57,228	60,016
Less Debt Service - 1st Mort.	50,931	50,931	50,931	50,931	50,931	50,931	50,931	50,931
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	5,297	7,473	5,647	8,085	5,981	8,491	6,297	9,085
Loan to Value	80.16%	82.91%	80.95%	84.03%	81.72%	84.90%	82.49%	86.10%
Debt Coverag Ratio Bank Loan	1.10	1.15	1.11	1.16	1.12	1.17	1.12	1.18
Market Value	845,701	874,718	853,247	885,750	860,663	894,141	867,937	905,113

Ten Year
Project Trending Dogwood Square

	Year Five		Year Six		Year Seven		Year Eight	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	154,000	154,000	157,080	157,080	160,221	160,221	163,426	163,426
Gross Rental Income (Affordable Other)	-	-	-	-	-	-	-	-
Other Income	1,602	1,602	1,634	1,634	1,667	1,667	1,700	1,700
Subtotal Income	155,602	155,602	158,714	158,714	161,888	161,888	165,126	165,126
Less Vacancy	(10,892)	(10,892)	(11,110)	(11,110)	(11,332)	(11,332)	(11,559)	(11,559)
Total Income	144,710	144,710	147,604	147,604	150,556	150,556	153,567	153,567
Expenses								
Administrative	15,223	15,223	15,679	15,679	16,150	16,150	16,634	16,634
Asset Management Fee	7,523	7,523	7,749	7,749	7,982	7,982	8,221	8,221
Tenant Services	854	854	880	880	906	906	934	934
Utility Expense	8,244	8,244	8,491	8,491	8,746	8,746	9,008	9,008
Ordinary maintenance and Operations	24,917	24,917	25,664	25,664	26,434	26,434	27,227	27,227
Protective Services	1,126	1,126	1,159	1,159	1,194	1,194	1,230	1,230
Real Estate Taxes or PILOT	9,247	6,937	9,247	6,937	9,524	7,145	9,524	7,145
Property Insurance	8,225	8,225	8,472	8,472	8,726	8,726	8,988	8,988
Liability Insurance	2,597	2,597	2,675	2,675	2,756	2,756	2,838	2,838
Other General Expenses	563	563	580	580	597	597	615	615
Total Operating Expenses	79,080	76,208	81,453	78,286	83,896	80,635	86,413	82,840
Reserve for Replacements	8,104	8,104	8,347	8,347	8,597	8,597	8,855	8,855
TOTAL EXPENSES INCLUDING RESERVES	87,184	84,312	89,799	86,633	92,493	89,232	95,268	91,695
NET OPERATING INCOME	57,526	60,398	57,804	60,971	58,063	61,324	58,299	61,872
Less Debt Service - 1st Mort.	50,931	50,931	50,931	50,931	50,931	50,931	50,931	50,931
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	6,595	9,467	6,874	10,040	7,132	10,393	7,368	10,941
Loan to Value	83.32%	86.97%	84.06%	88.08%	84.79%	88.93%	85.49%	90.04%
Debt Coverag Ratio Bank Loan	1.13	1.19	1.13	1.20	1.14	1.20	1.14	1.21
Market Value	875,059	913,351	882,016	924,231	888,796	932,278	895,386	943,030

Ten Year
Project Trending Dogwood Square

	Year Nine		Year Ten	
	Projections	W/Abatement	Projections	W/Abatement
Income				
Gross Rental Income (RAD)	166,694	166,694	170,028	170,028
Gross Rental Income (Affordable Other)	-	-	-	-
Other Income	1,734	1,734	1,769	1,769
Subtotal Income	168,428	168,428	171,797	171,797
Less Vacancy	(11,790)	(11,790)	(12,026)	(12,026)
Total Income	156,638	156,638	159,771	159,771
Expenses				
Administrative	17,133	17,133	17,647	17,647
Asset Management Fee	8,468	8,468	8,722	8,722
Tenant Services	962	962	990	990
Utility Expense	9,279	9,279	9,557	9,557
Ordinary maintenance and Operations	28,044	28,044	28,885	28,885
Protective Services	1,267	1,267	1,305	1,305
Real Estate Taxes or PILOT	9,810	7,359	9,810	7,359
Property Insurance	9,257	9,257	9,535	9,535
Liability Insurance	2,923	2,923	3,011	3,011
Other General Expenses	633	633	652	652
Total Operating Expenses	89,005	85,325	91,676	87,664
Reserve for Replacements	9,121	9,121	9,394	9,394
TOTAL EXPENSES INCLUDING RESERVES	98,126	94,446	101,070	97,058
NET OPERATING INCOME	58,512	62,193	58,701	62,713
Less Debt Service - 1st Mort.	50,931	50,931	50,931	50,931
Less Debt Service - Other Amortizing	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	7,581	11,262	7,770	11,782
Loan to Value	86.18%	90.87%	86.85%	91.97%
Debt Coverag Ratio Bank Loan	1.15	1.22	1.15	1.23
Market Value	901,772	950,845	907,940	961,429

Loan Calculator with Extra Payments

	Enter Values	Instructions
Loan Amount	$1,056,000.00	
Annual Interest Rate	3.74%	
Loan Period in Years	40	Must be between 1 and 30 years.
Start Date of Loan	1/1/2021	
Optional Extra Payments		If your extra payments vary, enter them in the table below.

Scheduled Monthly Payment	$ 4,244.22	50,931	Annual Debt Service
Scheduled Number of Payments	480		
Actual Number of Payments	361		
Total Early Payments	$ -		
Total Interest	$ 896,283.71		

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2021	$ 1,056,000.00	$ 4,244.22	$ -	$ 4,244.22	$ 953.02	$ 3,291.20	$ 1,055,046.98
2	2/1/2021	1,055,046.98	4,244.22	-	4,244.22	956.00	3,288.23	1,054,090.98
3	3/1/2021	1,054,090.98	4,244.22	-	4,244.22	958.97	3,285.25	1,053,132.01
4	4/1/2021	1,053,132.01	4,244.22	-	4,244.22	961.96	3,282.26	1,052,170.04
5	5/1/2021	1,052,170.04	4,244.22	-	4,244.22	964.96	3,279.26	1,051,205.08
6	6/1/2021	1,051,205.08	4,244.22	-	4,244.22	967.97	3,276.26	1,050,237.11
7	7/1/2021	1,050,237.11	4,244.22	-	4,244.22	970.99	3,273.24	1,049,266.13
8	8/1/2021	1,049,266.13	4,244.22	-	4,244.22	974.01	3,270.21	1,048,292.11
9	9/1/2021	1,048,292.11	4,244.22	-	4,244.22	977.05	3,267.18	1,047,315.07
10	10/1/2021	1,047,315.07	4,244.22	-	4,244.22	980.09	3,264.13	1,046,334.97
11	11/1/2021	1,046,334.97	4,244.22	-	4,244.22	983.15	3,261.08	1,045,351.83
12	12/1/2021	1,045,351.83	4,244.22	-	4,244.22	986.21	3,258.01	1,044,365.61
13	1/1/2022	1,044,365.61	4,244.22	-	4,244.22	989.29	3,254.94	1,043,376.33
14	2/1/2022	1,043,376.33	4,244.22	-	4,244.22	992.37	3,251.86	1,042,383.96
15	3/1/2022	1,042,383.96	4,244.22	-	4,244.22	995.46	3,248.76	1,041,388.50
16	4/1/2022	1,041,388.50	4,244.22	-	4,244.22	998.56	3,245.66	1,040,389.94
17	5/1/2022	1,040,389.94	4,244.22	-	4,244.22	1,001.68	3,242.55	1,039,388.26
18	6/1/2022	1,039,388.26	4,244.22	-	4,244.22	1,004.80	3,239.43	1,038,383.46
19	7/1/2022	1,038,383.46	4,244.22	-	4,244.22	1,007.93	3,236.30	1,037,375.53
20	8/1/2022	1,037,375.53	4,244.22	-	4,244.22	1,011.07	3,233.15	1,036,364.46
21	9/1/2022	1,036,364.46	4,244.22	-	4,244.22	1,014.22	3,230.00	1,035,350.24
22	10/1/2022	1,035,350.24	4,244.22	-	4,244.22	1,017.38	3,226.84	1,034,332.86
23	11/1/2022	1,034,332.86	4,244.22	-	4,244.22	1,020.55	3,223.67	1,033,312.30
24	12/1/2022	1,033,312.30	4,244.22	-	4,244.22	1,023.73	3,220.49	1,032,288.57
25	1/1/2023	1,032,288.57	4,244.22	-	4,244.22	1,026.93	3,217.30	1,031,261.64
26	2/1/2023	1,031,261.64	4,244.22	-	4,244.22	1,030.13	3,214.10	1,030,231.52
27	3/1/2023	1,030,231.52	4,244.22	-	4,244.22	1,033.34	3,210.89	1,029,198.18
28	4/1/2023	1,029,198.18	4,244.22	-	4,244.22	1,036.56	3,207.67	1,028,161.62
29	5/1/2023	1,028,161.62	4,244.22	-	4,244.22	1,039.79	3,204.44	1,027,121.83
30	6/1/2023	1,027,121.83	4,244.22	-	4,244.22	1,043.03	3,201.20	1,026,078.81
31	7/1/2023	1,026,078.81	4,244.22	-	4,244.22	1,046.28	3,197.95	1,025,032.53
32	8/1/2023	1,025,032.53	4,244.22	-	4,244.22	1,049.54	3,194.68	1,023,982.99
33	9/1/2023	1,023,982.99	4,244.22	-	4,244.22	1,052.81	3,191.41	1,022,930.17
34	10/1/2023	1,022,930.17	4,244.22	-	4,244.22	1,056.09	3,188.13	1,021,874.08
35	11/1/2023	1,021,874.08	4,244.22	-	4,244.22	1,059.38	3,184.84	1,020,814.70
36	12/1/2023	1,020,814.70	4,244.22	-	4,244.22	1,062.69	3,181.54	1,019,752.01
37	1/1/2024	1,019,752.01	4,244.22	-	4,244.22	1,066.00	3,178.23	1,018,686.02
38	2/1/2024	1,018,686.02	4,244.22	-	4,244.22	1,069.32	3,174.90	1,017,616.70
39	3/1/2024	1,017,616.70	4,244.22	-	4,244.22	1,072.65	3,171.57	1,016,544.04
40	4/1/2024	1,016,544.04	4,244.22	-	4,244.22	1,076.00	3,168.23	1,015,468.05
41	5/1/2024	1,015,468.05	4,244.22	-	4,244.22	1,079.35	3,164.88	1,014,388.70
42	6/1/2024	1,014,388.70	4,244.22	-	4,244.22	1,082.71	3,161.51	1,013,305.98
43	7/1/2024	1,013,305.98	4,244.22	-	4,244.22	1,086.09	3,158.14	1,012,219.90
44	8/1/2024	1,012,219.90	4,244.22	-	4,244.22	1,089.47	3,154.75	1,011,130.42
45	9/1/2024	1,011,130.42	4,244.22	-	4,244.22	1,092.87	3,151.36	1,010,037.56
46	10/1/2024	1,010,037.56	4,244.22	-	4,244.22	1,096.27	3,147.95	1,008,941.28
47	11/1/2024	1,008,941.28	4,244.22	-	4,244.22	1,099.69	3,144.53	1,007,841.59
48	12/1/2024	1,007,841.59	4,244.22	-	4,244.22	1,103.12	3,141.11	1,006,738.47
49	1/1/2025	1,006,738.47	4,244.22	-	4,244.22	1,106.56	3,137.67	1,005,631.91

SFG SPECIALTY FINANCE GROUP

A Division of Cedar Rapids Bank & Trust

September 22, 2020

Ms. Holly Knight
BGC Advantage, LLC
192 Bastille Lane, Suite 300
Ruston, LA 71270

Dear Holly:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt construction/equity bridge and term bond/loan term sheet for your Keystone RAD Apartment Section 8 Acquisition Rehabilitation project located in Springfield, MO. The following outlines the general loan terms and conditions for your review and consideration:

4% LIHTC Tax Exempt Permanent Term Bond/Loan "A Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Loan Amount:	Lesser of (a) $20,200,000 (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan or (c) the amount such that the loan amount will not exceed 90% of the As Completed Stabilized Appraised Value.
Purpose:	Proceeds shall be used for the acquisition and construction costs associated with the project, with the funds beyond those used for the acquisition of the property only being advanced based on required/approved construction draws.
Tax Exempt Interest Rate:	The estimated tax-exempt fixed interest rate as of September 10, 2020 is 3.74%. The interest rate shall be fixed by a SWAP Agreement that is calculated to have the loan immediately fund, with the underlying Loan accruing interest at the tax exempt rate of 79% of 30 Day Libor + 2.00%. The SWAP loan structure/term will include 3 years of interest only followed by 18 years of principal and interest with 40 year amortization. Excess loan proceeds beyond those required to acquire the property will be held in escrow in a restricted money market account at CRBT until theses proceeds are used for required/approved construction draws for the rehabilitation of the property as needed. The money market will pay an interest rate of 0.50% estimated as of August 3, 2020, and will adjust quarterly based on changes in market conditions.

	Rate estimates above will continue to fluctuate based on the Market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the SWAP in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.
Loan Fee:	$10,000.
Maturity Date:	21 years
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Repayment Terms:	Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 21 year term.
Collateral:	First Real Estate Mortgage on the real property for the project referred to as Keystone RAD Apartments located Springfield, MO, and an assignment of rents and leases of the real property.
Guarantors:	**Construction**: Full Recourse Guarantees from the Developer/Owners and the General Partner. **Perm**: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

4% LIHTC Tax Exempt Draw-Up Construction/Equity Bridge Bond/Loan "B Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Draw-Up Loan Facility:	Up to $2,000,000 or the amount necessary to meet or exceed the 50% Tax Exempt Bond Test measured at the funding of the loan, which may include a cushion by the Sponsor to ensure that the 50% Test is met.
Loan Term:	36 Months.
Use of Proceeds:	Proceeds shall be used for the construction costs associated with the project and will not be advanced until 100% of the escrowed term bond/loan proceeds are fully advanced and funded first.
Tax Exempt Rate Options:	Option #1: Tax Exempt - Floating interest rate at WSJ Prime + 0.25% = 3.50% (estimated as of 9/10/20).

	Option #2: Tax Exempt - Fixed interest rate option at 3.85% (fixed interest rate option will be indexed at 35 basis points (.35%) over the floating rate option estimated as of 9/10/20).
Loan Origination Fee:	.50% of the loan amount estimated to be $13,750.
Maturity Date:	The first to occur of (a) 36 months (3 years) from the closing date or (b) receipt of sufficient Tax Credit Equity to repay the Loan Facility.
Disbursements:	Bridge Lender requires that the development sources and uses at all times be in balance, and accordingly, that all Borrower owner equity required for the rehabilitation be funded and disbursed prior to draws on the Loan Facility. Bridge Lender may, in its discretion, approve disbursement of the Loan Facility on a more accelerated disbursement schedule (including full disbursement of the Loan Facility ahead of disbursement of other debt financing).
Amortization:	None.
Prepayment Penalty:	None.
Security Interest:	The Loan Facility shall be secured by a first priority Assignment of the Capital Contributions, pursuant to which Borrower and General Partner pledge their right to receive the Tax Credit Equity as security for the Bridge Loan, and a first priority pledge of the general partner interest in the Borrower.
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Prepayment Terms:	Interest only during the construction period with all unpaid principal and interest due at maturity of the 3 year term.
Loan Agreements:	Borrower's loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT's legal counsel, Winthrop & Weinstine in Minneapolis, MN.
Due Diligence:	The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to: (i) Appraisal including a Market and Feasibility Study (ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns; (iii) Phase I environmental report; (iv) 42(m) letter issued by the allocating agency with respect to the Project; (v) Financial statements of Investor, if requested by Lender; (vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;

(vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;

(viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;

(ix) An ALTA survey of the Project;

(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;

(xi) The receipt of insurance coverage for the Project acceptable to Lender;

(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:

1. Developer resume/biography;
2. Previous Tax Credit Development Experience;
3. Project Overview;
4. Discussion and details of ownership structure for Project;
5. Project timeline;
6. Overall sources and uses for entire Project;
7. Detailed breakdown of Tax Credits;
8. Identification and background/resume of architect;
9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and

(xiii) Other items as requested during further review.

GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. For conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence immediately when the loan is funded.
5. CRBT reserves the right to request monthly financial statements in the event the projects DSCR falls below 1.05.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Reserve Accounts for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval.
If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by September 30, 2020 and will also expire if the Loan Facility is not closed by January 31, 2021.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Tyler Clark
Assistant Vice President
Specialty Finance Group

Accepted by: _____ Date: _____

Title: _____

REDSTONE™
EQUITY PARTNERS

September 22, 2020

Mrs. Holly Knight
BGC Advantage, L.L.C.
1910 Farmerville Highway
Ruston, LA 71270

Re: Keystone Family Homes
Springfield, Missouri

Dear Mrs. Knight,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Keystone Family Homes (the "Project") located in Springfield, Missouri. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in Keystone Family Homes, LP, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, renovate and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 297 residential units for rent to low-income families. The Project will consists of multiple scattered sites located in the City of Springfield, Greene County, within the State of Missouri. Within the Project, 293 of the units are expected to be Housing Credit compliant, with four (4) additional units being designated as management units. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Missouri Housing Development Commission (the "Agency"). The means for such conformance shall be reviewed by and be acceptable to Red Stone.

6000 Fairview Road, Suite 550, Charlotte, NC 28210
TEL: 704-200-9500 WEB: www.rsequity.com
Boston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Los Angeles ▪ New York ▪ San Diego

Number of Units	Income Restrictions	Project Site
75	60% AMI / RAD	Bolivar Road
1	Manager Unit	Bolivar Road
79	60% AMI / RAD	Cedarbrook
1	Manager Unit	Cedarbrook
20	60% AMI / RAD	Circle Apartments
24	60% AMI / RAD	Dogwood Square
32	60% AMI / RAD	Glenwood
1	Manager Unit	Glenwood
32	60% AMI / RAD	Scattered Sites
32	60% AMI / RAD	Villa Marie
1	Manager Unit	Villa Marie

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	November 1, 2020
Completion Date	April 1, 2023
First Unit Leased	January 1, 2021
Last Unit Leased	January 31, 2023
Stabilized Operations	October 1, 2023

2. **Project Ownership**. Keystone Family Homes GP, LLC (the "General Partner") will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	Keystone Family Homes GP, L.L.C.	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	BGC Advantage, L.L.C.	[redacted]
Guarantors[1]	BGC Advantage, L.L.C. (corporate), Holly Knight (personally), and/or other entities acceptable to Red Stone	
General Contractor	To-be-determined	
Property Manager	To-be-determined	

[1] The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project is expecting to receive an allocation of 4% Housing Credits from the Agency for the year 2020 in an annual amount of $1,393,374. The total Housing Credits anticipated to be delivered to the Partnership is $13,933,374 (the "Projected Federal LIHTC").

4. **Capital Contribution**. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of $12,608,775, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	$13,933,374	$13,932,349	$0.905	$12,608,775
			Total	**$12,608,775**

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 1 year; and 100% of depreciation on personal property being taken over 1 year. The allocation of the depreciable line items is subject to Red Stone's review and approval.

A. 10.00% ($1,260,878) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) the long-term HAP contact is in place, (e) receipt of commitments of the additional financing sources described in Paragraph 11, and (f) closing and initial funding of the construction loan and the soft loans.

B. 25.00% ($3,152,194) shall be paid upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) achievement of 50% construction completion as certified by the Project architect and as verified by Red Stone, and (c) July 1, 2022.

C. 22.50% ($2,836,974) shall be paid upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) achievement of 75% construction completion as certified by the Project architect and as verified by Red Stone, and (c) January 1, 2023.

D. 10.00% ($1,260,878) shall be paid upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) April 1, 2023.

E. 30.00% ($3,782,633) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) the long-term HAP contract is in place, (h) calculations of the preliminary adjusters have been prepared, and (i) October 1, 2023.

F. 2.50% ($315,219) upon the later of (a) satisfaction of the funding conditions described in (E) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, (d) calculations of final adjusters have been prepared, and (e) January 1, 2024.

5. **Adjusters**.

A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.905 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) $0.905 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. Timing of Housing Credit Delivery. In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) $0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves**. The Partnership will fund the following reserves:

A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fifth Capital Contribution equal to six months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently projected to be $1,205,988). Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to six months OERDS (currently projected to be $1,205,988) (the "Minimum Balance") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. Notwithstanding the foregoing, the General Partner shall be entitled to withdraw funds from the Operating Reserve in excess of the Minimum Balance without Red Stone's consent; provided, however the General Partner shall provide notification of any such withdrawals. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

B. Replacement Reserve. A capitalized Replacement Reserve in the amount of $500,000 shall be established for the benefit of the Partnership in a segregated account no later than the payment of the fifth capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $350 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.

7. **Guarantees**. The Guarantors will guarantee the following obligations of the General Partner:

A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will constitute non-interest bearing loans to the Partnership or capital contributions and Guarantors will have any right to receive any repayment on account of such payments.

B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:

(i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 6 consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute loans at AFR to the Partnership by the General Partner which shall be repaid from the distribution of sale proceeds pursuant to Section 10(C).

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be equal to six months OERDS (currently projected to be $1,205,988) (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio each of the last consecutive 4 quarters of the ODG Period, and the long-term HAP contract remains in place. Any amounts so advanced will constitute loans ("Operating Deficit Loan") at AFR repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10. The debt service coverage ratio will be further defined in the forthcoming Partnership Agreement but will include a 5% vacancy rate on subsidized unit revenue and a 7% vacancy on unsubsidized unit revenue.

(iii) Notwithstanding anything to contrary, the Guarantors will be obligated to cover any operating deficits due to the loss or reduction of the HAP Contract throughout the compliance period

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction**. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $20,841,209 in addition to a hard cost contingency equal to 10% of the contract amount. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.

9. **Fees**. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

A. Developer Fee. The Developer will earn a developer fee of $3,254,000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $1,206,345 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be $2,047,655 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or % *
Fifth Capital Contribution	66%
Sixth Capital Contribution	34%

* To the extent necessary, adjustments to the payment of the Cash Development Fee may be required to ensure that an amount equal to no less than 10% of the permanent loan is held until permanent loan conversion.

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

B. Property Management Fee. The property management fee will total approximately 5.50% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Partnership will pay Red Stone an annual asset management fee in an amount equal to $10,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Partnership Management Fee. The Partnership will pay the General Partner an annual partnership management fee in an amount equal to $10,000 per annum. The partnership management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

E. Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. **Distribution of Tax and Cash Benefits**.

A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.990% to the Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.

B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Limited Partner in proportion to any tax liability incurred by such partner;

(ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;

(iii) to the Limited Partner as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) 40% to the payment of the Seller Note;

(vii) to the payment of any debts owed to the General Partner;

(viii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

(ix) the balance, 0.009% to the General Partner, 0.001% to the Special Limited Partner and 99.990% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.

C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;

(iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;

(iv) to the Limited Partner in an amount equal to any projected exit taxes:

(v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing**. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. Permanent Loan. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of cash flow
CRB&T Perm Loan – $20,200,000	Hard	3.74%	216	480	100%
Seller Note - $9,258,590	Soft	5.00%	504	N/A	40%
Operating Income during construction - $331,099	N/A	N/A	N/A	N/A	N/A

12. **Purchase Option and Right of First Refusal**. For a period of 2 years following the compliance period, the Housing Authority as a member of the General Partner shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the General Partner at its discretion, the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3. If the General Partner is a not for profit entity, the purchase price shall be the amount required pursuant to Section 42(i) of the Code.

13. **Due Diligence, Opinions and Financial Projections**. The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to $85,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Partnership Closing**. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity**. Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

16. **Early Exit**. Red Stone hereby acknowledges it is the intent of the General Partner to exit the Partnership as soon as reasonably possible following the end of the credit period. Furthermore, Red Stone in consultation with its investors hereby agrees to use commercially reasonable best efforts to effectuate an early exit from the Partnership through a to-be-defined provision in the Partnership Agreement which may include a put or purchase of the interest of the Limited and Special Limited Partners.

17. **Pre-Development Loan**. Upon the execution of this Letter of Intent, counter signature by Red Stone and the execution of Red Stone's pre-development loan documents, Red Stone will provide a pre-development loan for Project expenses incurred after the date of this letter in an amount of up to $500,000 with an interest rate of 8%, a 1% origination fee, and a maturity of January 1, 2021. Full joint and several repayment guarantees will be provided by the Guarantors.

[Remainder of page left intentionally blank]

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter. The terms of this letter are not binding until countersigned and accepted by an authorized officer of Red Stone.

Sincerely,

By: 
Name: Darren T. Swanson
Title: Managing Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

August 7, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806

Dear Ms. Wolfram:

Attached please find an amended CHAP Exhibit A for 222 units at the following RAD projects: 48 units at SOUTH TOWER (MO058000002), 33 units at MADISON TOWER (MO058000003) and 141 units at BOLIVAR ROAD (MO058000004), whose initial CHAP was awarded December 13, 2017. As this project is already being processed for conversion, all of the established CHAP milestone due dates will remain in effect, with any extension requests subject to the same approvals as established in the original CHAP.

With the issuance of this amended CHAP Exhibit A, you are required to update all relevant information on the RAD Resource Desk, including, but not limited to, the Transaction Log and Rent Schedule, so that the transaction accurately reflects these rents, number of units and configuration presented herein. In addition, please take appropriate action if this amendment requires a Significant Amendment to your Public Housing Agency Five Year or Annual Plan.

If you have any questions regarding this Amendment, please contact your Transaction Manager.

Sincerely,

Thomas R. Davis
Director
Office of Recapitalization

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Pre-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$478	$77	$555
14	1	$478	$77	$555
24	1	$478	$79	$557
18	1	$478	$144	$622
3	1	$478	$163	$641
15	2	$618	$94	$712
33	2	$618	$94	$712
32	2	$618	$97	$715
13	2	$618	$94	$712
16	2	$618	$200	$818

12	2	$618	$200	$818
6	3	$757	$112	$869
10	3	$757	$112	$869
4	3	$757	$117	$874
10	3	$757	$112	$869
9	3	$757	$248	$1,005

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Post-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$484	$70	$554
14	1	$488	$64	$552
24	1	$491	$62	$553
18	1	$494	$123	$617
3	1	$495	$141	$636
15	2	$633	$75	$708
33	2	$633	$74	$707
32	2	$638	$71	$709
13	2	$634	$73	$707
16	2	$656	$150	$806

12	2	$656	$150	$806
6	3	$778	$84	$862
10	3	$778	$84	$862
4	3	$786	$78	$864
10	3	$781	$80	$861
9	3	$820	$164	$984

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

The RAD Contract Rents are inclusive of utility savings.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Minneapolis, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

September 17, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806-2938

Dear Ms. Wolfram:

On December 13, 2017, since amended, the Department awarded the Springfield Housing Authority (SHA) a Rental Assistance Demonstration (RAD) Commitment to enter into Housing Assistance Payments (CHAP) at Bolivar Road, MO058000004. The Department amended the CHAP award on August 7, 2020, per Notice PIH 2018-04 (HA) "Notice" 3A.3.c "Comprehensive Rehabilitation or Replacement through Rental Assistance Demonstration (RAD)". The Office of Recapitalization issued the RAD Conversion Commitment (RCC) on September 16, 2020 for the 297 dwelling units in the covered project. Consequently, the Special Applications Center (SAC) amended RAD application DDA0008689, removing 17 Annual Contributions Contract (ACC) units from AMP MO058000002; 11 ACC units from AMP MO058000003; and 47 ACC units from MO058000004. The SAC created application DDA0010985, disposition of 17 dwelling units within 10 dwelling buildings at South Tower, MO058000002; 11 dwelling units within 11 dwelling buildings at Madison Tower, MO058000003; and 47 dwelling units within 19 dwelling buildings at Bolivar Road, MO058000004, in the Public and Indian Housing Information Center (PIC).

Environmental Assessment and Fair Housing and Equal Opportunity Certifications, Significant Amendment to PHA Plan and RAD Conversion Commitment

The City of Springfield, per 24 CFR part 58, performed the environmental assessment, and the St. Louis Office of Public Housing (OPH) authorized the use of grant funds (HUD-7015.16) on August 18, 2020.

The Region VII Office of Fair Housing and Equal Opportunity (FHEO) approved the RAD Relocation Checklist on April 1, 2020.

Per 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable per 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the U.S. Housing Act of 1937, "the Act", (42 U.S.C. 1445p) and this part."

On April 17, 2020, the St. Louis OPH approved the agency's Annual Plan submission, which includes a description of the proposed action. Approval of the Section 18 action is contingent on the Department's review and approval of the financing plan for both the RAD transaction and the associated Section 18 action and, the subsequent issuance of an RCC.

Development History, Description and Proposed Disposition

The Department has not approved an inventory removal action at AMPs MO058000002 and MO058000004. On October 3, 2019, the Department approved disposition application DDA0009393, 1.33 acres improved with 10 dwelling units within 5 dwelling buildings at Madison Tower, MO058000003. The following tables summarize South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, 75 dwelling units within 40 dwelling buildings (aggregate).

South Tower, MO058000002 DOFA: 8/21/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	63	21	29	36	-	-	149
Proposed Dwelling Units	-	-	-	17	-	-	17
Existing Dwelling Buildings							22
Proposed Dwelling Buildings							10
Existing Non-dwelling Buildings							1
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Madison Tower, MO058000003 DOFA: 9/20/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	98	60	14	2	-	-	174
Proposed Dwelling Units	-	7	3	1	-	-	11
Existing Dwelling Buildings							28
Proposed Dwelling Buildings							11
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Bolivar Road, MO058000004 DOFA: 6/2/1971							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	-	45	80	46	20	2	193
Proposed Dwelling Units	-	-	-	24	21	2	47
Existing Dwelling Buildings							46
Proposed Dwelling Buildings							19
Existing Non-dwelling Buildings							3
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Disposition Justification, Method and Relocation

SHA proposed disposition pursuant to 24 CFR 970.17(c) where the PHA has otherwise determined the disposition to be appropriate for reasons that are consistent with the goals of the

PHA and the PHA Plan and that are otherwise consistent with the Act. Per the Notice's Section 3A.3c., the agency elected to convert at least 75 percent of the public housing units within the covered project and replace up to 25 percent of the public housing units within the covered project with Section 8 project-based voucher (PBV) assistance. SHA will provide PBV assistance to 75 of the 297 units in the Office of Recapitalization-defined covered project and convey the improvements and acreage through the RAD closing process.

The Department allows disposition of property for less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA, or the federal government. Parcel acreage for the transaction will be reflected in the associated RAD approval. The Department determined, through approval of the agency's RAD financing plan, that the disposition is pursuant to 24 CFR 970.17(c) and the disposition method is in accordance with 24 CFR 970.19(a). At application creation, all units proposed for disposition were occupied within the past 24 months. Though subject to the requirements of 24 CFR 970.21(e) and (f), relocation will be consistent with RAD requirements per Notice PIH 2019-23.

Resident Consultation

1. Project Specific Resident Organization: None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. SHA held a resident meeting on July 15, 2020 to discuss the RAD conversion and disposition combination. The Department determined that SHA's actions met the requirements of the regulation.

Offer for Sale to the Resident Organization

24 CFR 970.9(b)(1) requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964 or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The SHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families per 24 CFR 970.9 (b)(3)(ii); therefore, 24 CFR 970.9(b)(1) is not applicable.

Board Resolution and Mayor/Local Government Consultation

The SHA's Board of Commissioners approved the disposition and associated activities via Resolution 2231 on July 24, 2020, per 24 CFR 970.7(13). The application also includes a July 21, 2020 letter of support signed by the Honorable Ken McClure, Mayor, City of Springfield, per 24 CFR 970.7(14).

Approval

The Department's review finds the SHA's application complete and consistent with Section 18 of the Act and meets the requirements of the implementing regulation 24 CFR part 970, including requirements pursuant to 24 CFR 970.9. Based upon the review, the Department approves the disposition of 75 dwelling units within 40 dwelling buildings (aggregate) at South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, as described in the application and identified in the table below.

South Tower, MO058000002; Madison Tower, MO058000003; Bolivar Road, MO058000004 Approved Disposition – Dwelling Buildings: 40; Units: 75				
Total Units Redeveloped: 75	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Leasehold	-	-	75	-
Acquiring Entity	Office of Recapitalization Approved Acquiring Entity			
Acquisition Method	Office of Recapitalization Approved Method			
Terms	Office of Recapitalization Approved Terms			
Purpose	Provision of Low-Income Housing			

Conditions

The Office of Recapitalization, with concurrence from the Office of the General Counsel (OGC) must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DoT) or Declaration of Restrictive Covenants (DoRC), disposition approval and release of the DoT/DoRC does not circumvent or supersede those obligations.

Operating Subsidy, Capital Fund Financing Program and Tenant Protection Vouchers

Disposition of 75 low rent units will affect the SHA's operating subsidy eligibility. The St. Louis OPH must ensure that the SHA's Form HUD-52723 reflects these changes. The Department notes 59 units are interspersed with RAD units within the buildings and are not eligible for Asset Repositioning Fees (ARF). The remaining 16 units are not interspersed and are ARF eligible. The agency does not have Department approval to participate in the Capital Fund Financing Program (CFFP). Per PIH Notice 2019-08 (the "Notice"), SHA is eligible to receive Section 8 Housing Choice Voucher assistance in the form of Tenant Protection Vouchers (TPVs) for this disposition approval. The Notice separates TPVs into two classes, replacement vouchers and relocation vouchers. The Notice provides that the Department may only provide replacement TPVs for units that were occupied within the previous 24 months that cease to be available as assisted housing, and only to the extent that funding is available.

On the date of this approval, 75 ACC units were occupied within the previous 24 months. SHA does not intend to redevelop public housing units at the property. Based on the Notice's provision, the Department determined that SHA is eligible to receive a maximum of 75 **replacement** TPVs for the affected units in this action.

TPV Type	Maximum Eligibility Number
Relocation	0
Replacement	75

The Department will not automatically issue TPVs to SHA as part of this approval. Instead, SHA must apply to the Department separately for TPVs in accordance with the Notice. Because the RCC issuance begins the RAD closing procedure, and the RAD and disposition approval and removal process occur concurrently, SHA should submit the TPV request immediately. The timing of SHA's TPV application submission and the start of relocation noted in this approval should be consistent. To apply for TPVs, the agency must submit the following to the St. Louis OPH:

a) The AMP and IMS/PIC application number of this disposition approval.
b) The number of TPVs requested (subject to the limitations above)
c) Form HUD-52515 (Voucher Funding Application)
d) A copy of this approval (PDF version - signed and dated)

Please review the Notice for further guidance on TPV application submission and timing.

PIC and Monitoring

Per 24 CFR 970.35, the Department requires SHA to inform the SAC and the Office of Recapitalization of the status of the project (actual disposition dates, modification requests, delays or other problems) and of any deviations to the mandated 24 CFR 970.7 (a)(4) general timetable shown below.

Milestone		Number of Days after HQ Approval
A	Begin relocation of residents	0
B	Complete relocation of residents	90
C	Execution of contract for removal (e.g. sales contract or demolition contract)	90
D	Actual Removal Action (e.g. demolition or sale closing)	90

On or one day before the associated HAP contract start date, SACTA will enter the transaction date and the actual number of buildings and units, then remove the improvements from inventory. The St. Louis OPH received a copy of this approval.

Sincerely,

JANE HORNSTEIN

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2020.09.17 15:55:31 -05'00'

Jane B. Hornstein
Director

Cc: St. Louis OPH
RAD Resource Desk
RAD Readiness Transaction Manager
RAD Financing Transaction Manager
RAD Closing Management

Exhibit F

ESTIMATED PROJECT BUDGET– DOGWOOD SQUARE

DOOGWOOD APARTMENTS

DEVELOPMENT BUDGET	
ACQUISITION	540,000
SITE IMPROVEMENTS	-
CONSTRUCTION	1,878,168
PROFESSIONAL FEES	374,533
BOND COSTS	29,899
CONSTRUCTION FINANCE COSTS	154,925
PERMANENT FINANCE COSTS	6,788
SOFT COSTS	113,370
RESERVES	145,683
TOTAL USES	3,243,366
SOURCES OF FUNDS	
1ST MORTGAGE	1,056,000
CASH FLOW FROM OPERATIONS	180,384
SELLER MORTGAGE	478,893
PHA CASH FLOW	23,094
AGENCY HOME LOAN	-
DEF. DEVELOPER FEE	392,940
TAX CREDIT EQUITY	1,112,056
TOTAL SOURCES	3,243,366

Exhibit G

HUD RELOCATION PLAN– DOGWOOD SQUARE

Relocation Plan for the Revitalization of Bolivar Road Apartments, Cedarbrook, Circle, Dogwood, Glenwood, Scattered Sites, and Villa Marie under the LIHTC, Rental Assistance Demonstration Program (RAD), or other initiatives

developed by

Housing Authority of the City of Springfield
(HAS)

January 14, 2020

421 W Madison Street #1
Springfield, MO 65806
(417) 866-4329

I. Introduction and Project Summary

Housing Authority of the City of Springfield (HAS) has an aging housing stock and growing physical needs. Due to this, the agency has been through a comprehensive physical needs assessment that looked at each project to help determine critical, immediate, and 20 year needs. This has led the housing authority to an overall strategic revitalization effort utilizing the Rental Assistance Demonstration (RAD) program and other affordable housing preservation strategies including Section 18 Demo/Dispo.

HAS with the concurrence of the community and residents is undertaking the revitalization, demolition, disposition, or other methods to transition the housing stock at Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, Bolivar Road, and various other complexes, within the portfolio that will be converting to the Project-based Voucher (PBV) Program under the Rental Assistance Demonstration (RAD) Program, restructured under the Low-Income Housing Tax Credit Program, or revised through other revitalization strategies. Depending on the type of revitalization, demolition, disposition, or other activities, residents will require temporary or permanent relocation while the redevelopment, extensive modernization or renovations are occurring.

Proposed Modernization or Redevelopment Goals By Public Housing Development

Site	Type	# Units	Year Built	Modernization/Redevelopment Goals	Relocation Requirements
Bolivar Road Apartments	Family	81	1971	Rehabilitation/Demolish/Reduce Density	Permanent with Right to Return to New Site of Alternate Sites
Glenwood	Family	33	1973	Substantial Rehabilitation	Temporary/Right to Return
Scattered	Family	32	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Circles	Family	20	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Dogwood Square	Family	24	1982	Substantial Rehabilitation	Temporary/Right to Return
Cedarbrook	Family	80	1972	Substantial Rehabilitation	Temporary/Right to Return
Villa Marie	Family	32	1972	Substantial Rehabilitation	Temporary/Right to Return

Specific to the site the following conditions have been included in the planning effort:

Redeveloped Site Activity

Bolivar Road Apartments (rehabilitation and demolition through RAD)
This project would be submitted for funding approval in the 1st quarter of 2020. It would include demolition of 12 existing units and rehabilitation of 68 units. The reduction of units will allow for reduce density in the community. Current residents will be offered temporary, or permanent if necessary, relocation and the possibility opportunity to return to the site.

Glenwood (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Scattered (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Circles (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Dogwood Square (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Cedarbrook (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Villa Marie (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Schedule for Redevelopment/Relocation of Public Housing By Site

Site	Beginning Action	Relocation From	Construction/Rehabilitation Completion	Return Relocation
Bolivar Road Apartments	Demolition/Rehab start 3rd quarter 2020	3rd – 4th quarter 2020	2nd quarter 2022	Staged upon construction completion, relocation finished 2nd quarter 2022
Glenwood	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Scattered	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Circles	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Dogwood Square	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Cedarbrook	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Villa Marie	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021

Financial Resources

HAS is working with a development team to identify best practices and strategies to meet the physical needs at the housing authority sites as well as emerging housing needs in Springfield. HAS will utilize multiple housing authority funds to leverage private and public funding opportunities for all of the redevelopment and new construction projects. The housing authority through the partner entities will utilize the 4% tax credit

program. Each project will have distinct funding based on the size of the project, scope of work, and type of construction occurring.

The following includes a list of anticipated funds for the HAS. These funds will be allocated to ongoing capital fund improvements as well redevelopment efforts including RAD and non-RAD developments. The housing authority is using a combination of capital funds and other PHA financial resources to complete third party assessments that contribute to the financial and physical viability of the projects. Public Housing is so restrictive that it doesn't attract investors and lenders as RAD and/or project-based voucher contracts. The HAS will be assessing all avenues to determine the best fit for funding, programs, and long-term viability.

General Relocation Conditions

Tenant belongings will be relocated with the tenant while the work is undertaken. Depending on the development, HAS will be demolishing, rehabilitating, or modernizing the units including interior and exterior renovation causing tenants relocation. Generally, the relocation time on moderate rehabilitation should not last longer than 90 days on each unit during the construction period. In other words, the kitchen and bathroom cabinets and sinks, electrical renovation, water heaters, 504 upgrades, and wall removals will be occurring on the developments. The resident will be required to move, since the work to be performed includes the extensive renovation of the tile floor, painting, reworking plumbing, etc. At the end of the relocation, tenants will be allowed the opportunity of the right to return to the property. There may be some additional tenants, based on individual qualifiers, that may be offered the opportunity of additional housing opportunities for permanent relocation or housing at alternative sites or use of the Voucher.

The ADA (Section 504) renovation requires temporary relocation for those families in those units that are undergoing substantial renovations to convert the units to full 504 accessibility standards. The families may require a temporary/permanent relocation to another unit. Tenants will be provided the services as required under the Uniform Relocation Act (URA). It is anticipated that some residents may be relocated through the Housing Choice Voucher (if necessary) since demolition/disposition are part of the proposed actions. In the cases where construction will be scheduled to occur on vacated units in the development- the HAS will start holding vacancies once the plans are approved for renovation/demolition to ensure adequate vacancies at the development to start the process and the impact will be minimal when most of the families, will remain on the development and just moved to an alternate unit that has or has not been renovated during the process.

It is not anticipated, but some residents may extend past the 12 months, although it is estimated that this will be the exception to the process for rehabilitation- since the construction schedule is generally a 9- to 12-month period. Should the rare occasion occur that the relocation extends past the 12- month period, the tenants who are temporarily relocated in excess of 12 months will be offered permanent relocation

assistance at that point under the URA in accordance with Appendix 4 of Notice H 2016-17/PIH 2016-17. If the relocation extends past the 12- month period, the family will also be offered the opportunity for voluntary permanent relocation under the PIH notice 2016-17. Since RAD is a higher standard and will meet all Section 18 requirements, HAS will use RAD notices and RAD implementation requirements.

After redevelopment, the entire site will consist of the same configurations, therefore no family will be displaced as a result of unit size changes. Based on HAS's needs for the community, the following is the current bedroom size configuration by development and the ending configuration after rehabilitation/redevelopment:

Property Name	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Total
Bolivar Road Apartments currently		30	0	1	0	0	81
Bolivar Road Apartments after redevelopment/rehab		18	33	20	8	2	68
Glenwood currently		0	13	20	0	0	33
Glenwood after redevelopment/rehab		0	13	20	0	0	33
Scattered currently		0	16	16	0	0	32
Scattered after redevelopment/rehab		0	16	16	0	0	32
Circles currently		5	22	3	0	0	20
Circles after redevelopment/rehab		5	22	3	0	0	20
Dogwood Square currently		24			0	0	24
Dogwood Square after redevelopment/rehab		24	0	0	0	0	24
Cedarbrook currently		24	32	16	8	0	80
Cedarbrook after redevelopment/rehab		24	32	16	8	0	80
Villa Marie currently		3	15	10	4	0	32
Villa Marie after redevelopment/rehab		3	15	10	4	0	32

With respect to both temporary and permanent displacements, the HAS relocation plan will use the recommended notices as contained in the RAD Relocation Notice H 2016-17/PIH 2016-17. HAS is not to use the Notice of Non-displacement or Notice of Eligibility for Relocation Assistance from Handbook 1378 as referenced in previous relocation plans. The HAS will make revisions to ensure compliance with Notice H 2016-17/PIH 2016-17 and notices.

HAS will document that each household to be permanently displaced was first offered the choice to voluntarily accept permanent relocation and waived their right to return. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, all residents will be offered the right to return upon completion of the rehabilitation.

HAS determined that families would be relocated at least once during the multi-phased undertaking of redeveloping the sites. The mandatory transfers to other available

housing programs or converted stock will initially be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation or new construction.

HAS will make every effort to minimize the impact of relocation on the resident population. HAS will use staff and contractors to assist the families with the temporary or permanent relocation- and families have the right to return upon completion. HAS is undertaking the revitalization of developments that are needed to preserve the limited affordable housing stock, reverse the continuing decline of public housing and allow the revitalized property to compete in the community for qualified residents.

HAS has involved and informed residents from the very beginning in the program of the conversion under RAD, LIHTC, or alternative undertakings and has sought input into the plan. HAS has kept and will continue to keep residents current on its plans for the developments. To date these activities have included meetings, workshops, public notice, revisions in the Agency Plan, notification to HUD, and working with the resident groups and this has proven particularly helpful in bringing tenants' views into consideration on a timely basis. HAS prepared a resident questionnaire (survey) and will use it to solicit and consider tenants' views on the program's impact and any special needs.

HAS has fully considered the resident's views on the redevelopment and especially in the relocation of tenants from the developments. The HAS will utilize the staging of the construction/redevelopment of the program as an important method in which the temporary or permanent relocation of tenants can be achieved with minimum disruption to the residents. Existing public housing, non-revitalized units on the site will be available to provide the resource for many if not all the residents to relocate. Upon completion, those residents temporarily relocated will return to the unit and/or building/development whenever possible. HAS intends to use vacancies arising in its inventory of the apartments in the development so that it may create a meaningful temporary relocation resource. Priority for any relocation will be given to those families that must be relocated to remain in the same development.

HAS will pay for the relocation cost to move residents on a temporary/permanent basis. HAS will pay those eligible relocation costs, including utility transfers in accordance with the Uniform Relocation Act for the relocation of residents under the RAD program. Although it is not anticipated that many vouchers will be required for relocation, if it is required, HAS will assist residents with the program requirements, assist them in finding an available Section 8 unit, and further assist them to remain in Section 8 housing through the mobility-counseling program. In the case of Tenant Protection Vouchers, HAS will provide extensive workshops and technical assistance to help residents making the transition to the Voucher Program. All the relocation will be conducted in accordance with the rules of the Uniform Relocation Act and PIH notices governing this proposed action.

HAS is using funding assistance from the tax credit program and other allowable program funds for the renovations and redevelopment of this site. All families residing on the site will remain eligible for the site. In addition, no resident will be relocated until such time as funding is fully secure to begin and funding is available for that phase of the relocation, rehabilitation/construction, and counseling requirements.

Information and Consultation

HAS provides residents with a general information notice advising them of the possible affects of proposed action.

Residents required to relocate due to renovation construction work will receive certain benefits in the form of notices, advisory and counseling services, and housing assistance payments as appropriate. HAS will follow the notices, services and payments as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (also known as the Uniform Relocation Act, or "URA") for the program funded. The policies and procedural requirements of the URA as applied to HUD-funded programs are consolidated in HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition", PIH 2014-17 RAD Relocation, and other requirements will be followed by the HAS.

Generally, the following notices, counseling and benefits will apply to this project. The timing of notices and services, and the levels of benefits may vary depending on the nature and timing of specific project and phasing activities, and the rules associated with various types of funding.

Notices

The following notices will be provided to residents in developments scheduled for rehabilitation under the redevelopment subject to the URA:

The RAD Information Notice must do the following:

- *RAD Information Notice (RIN)* MHA has provided the RAD Information Notice to residents at the very beginning of the RAD conversion planning process in order to convey general written information on potential project plans and residents' basic rights under RAD, and to facilitate residents' engagement with the PHA regarding the proposed RAD conversion. The MHA has provide a RAD Information Notice to all residents of a Converting Project prior to the first of the two meetings with residents required by the RAD Notice, Section 1.8.2, and before submitting a RAD Application. This RAD Information Notice shall be provided without regard to whether the PHA anticipates any relocation of residents in connection with the RAD conversion.

- *General Information Notice (GIN).* MHA has notified residents of its decision to convert to RAD and to apply to agencies for redevelopment funding. The MHA will bring this notice more current as other activities and the approval process takes place. MHA will further provide the residents with an updated *General Information Notice once all components are approved and in place.* This notice explains the nature of the proposed project, description in general terms of the relocation assistance that MHA will make available to residents, and explain the proposed timetable for relocation. The notice further states that the HAS will provide all residents with comparable replacement housing and urge them not to move. MHA will further update the notice since the timing of the original notice may not have the sustaining impact and more current notices will vary depending on local circumstances, project timing and phasing, and other considerations such as the opinion of the HAS regarding the adequacy of known information about the project. The notice will be made in accordance with Relocation Handbook 1378, and applicable statutes and regulations.

- *Notice* of Intent to Acquire- *Non-displacement, or Notice* of *Eligibility for Relocation Assistance.* As soon as feasible following HUD approval of the HAS's final approval of the RAD or Revitalization Plan, whichever comes first, the HAS will provide residents with a more specific notice of their rights. Residents who will move temporarily will receive a Notice of Non-displacement. This document will inform residents of the specific relocation services and benefits to which they are entitled, when they will receive those services and benefits, and any procedures that must be followed to obtain them. This notice will again advise residents not to move.

- Thirty Day Notice. No resident to be temporarily displaced will be required to move unless the household has first received at least 30 days written notice of the earliest date the family will be required to move. The 30 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This would be the primary notice used on Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road since it is anticipated residents will be out of the unit for less than 12 months.

- *Ninety Day Notice.* No resident to be permanently displaced will be required to move unless the household has first received at least 90 days written notice of the earliest date the family will be required to move. The 90 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This will be the notice that is used if and when the redevelopment would exceed 12 months- since it will be considered permanent relocation with a right to return. Note: Permanent Relocation

Assistance: permanent relocation would require that HAS to offer alternative housing options in accordance with Section 6.10 of the Relocation Notice. The HAS cannot require a resident to accept permanent relocation: the resident must voluntarily relinquish their right to return in writing as being given at least 30 days to consider the HAS's offer. The RAD program requirements in this area can exceed the URA and the URA requires three but not less than one comparable housing option once a person is permanently displaced (i.e., after one year and one day). If HAS knows from the beginning that residents are going to be permanently moved and not return, the HAS must follow the requirements of Section 6.10 of the RAD Relocation Notice and offer the resident an alternative housing offer that persuades the resident to voluntarily relinquish their right to return in writing. HAS cannot require permanent relocation; the resident must choose this voluntarily.

Advisory Services and Counseling

Relocation advisory services will include one or more personal interviews with each household. Typically, the HAS will survey residents early in the process to determine each household's general relocation needs, and then provide additional counseling, services and information as specific issues are identified. The HAS will have plans and processes in place to communicate with families who are not proficient in English, and with people with disabilities.

At minimum, HAS's advisory services and counseling will:

- determine the needs of individual families;
- explain the availability of relocation benefits and services, including the eligibility requirements, the procedures for obtaining benefits and services, and the amount of the replacement housing payment, if any;
- explain the timetable for temporary relocation or permanent displacement;
- advise the family of specific comparable replacement dwellings that will be available;

Moving Expenses

Relocating residents are entitled to payment for their actual moving and related relocation expenses, so long as those expenses are reasonable. The payment must include expenses for:

- transportation to replacement dwelling;
- packing, moving and unpacking furniture and family belongings;
- storage for a period not to exceed 12 months;
- disconnecting, dismantling, moving and re-assembly of household appliances;

- utility hook-ups, including re-installation of telephone and cable service;
- insurance against loss of personal property during the move, or the replacement value of any property lost, stolen or damaged during the move
- credit checks; and
- other reasonable moving expenses.

Relocation Resources

All eligible residents, who are relocated, will receive the appropriate services and benefits required. The HAS relocation resources for the development include: (1) priority for available units at the specific development undergoing the work (2) priority for vacant turnover units of at other HAS developments; and (3) priority for tax-credit and other units available after the redevelopment on the specific site or other HAS sites, (4) priority for the Voucher- whenever needed. HAS will use all available resources to identify and move residents into their desired housing preference. On a limited basis, residents will be offered available housing choice vouchers during the relocation process.

The relocation developments are within reasonable distance to bus lines and services. All sites are to be made handicap accessible and also accessible to shopping areas, employment areas, grocery stores and medical offices.

HAS has addressed the housing issues of disabled families and families with disabled members by proactively making all programs and services available to qualified families. All facilities operated, and programs managed by HAS will be made 504 compliant or at least the minimum number of units will be made 504 compliant. If relocated disabled families are having difficulty in the relocation, HAS will provide for reasonable accommodations to address the issues. HAS has handicapped-accessible units in the public housing program. These units are available in the necessary bedroom sizes. During gathering data on the relocation survey, HAS included a specific area on the survey to assist families and the HAS in identifying special needs of each family. These special needs will be considered in making relocation offers.

(1) Vacant Turnover of Units at Other HAS Sites:

To accommodate all households needing a unit, HAS has prioritized the displaced families as the highest priority for vacant turnover units. HAS provides for this priority in the current Admission and Occupancy Policy (ACOP) and has updated the Administrative Plan to include a priority for relocation by HAS initiatives. The policies are incorporated in the PHA Plan process and remain supporting documents to the PHA Plan.

(2) HAS Developments:

HAS determined that families would be relocated at least once during the multi-phased undertaking of redevelopiment. The mandatory transfers to other available public housing or converted stock will be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation. All families relocating to public housing and other sites will be offered decent, safe and sanitary units that meet the local occupancy codes and UPCS or HQS- depending on the program requirement. All properties are inspected prior to occupancy and before relocation, the units are determined that they meet UPCS or HQS.

(3) Redevelopment Sites:

As the development continues through redevelopment- current residents will be prioritized for returning to the development/unit. Based on the individuals needs and from information gathered during the initial survey data, HAS has designed a plan to address all the family's requests during the relocation process.

Use of Section 8 Vouchers During the Relocation Process

HAS has determined that the HCV Program will be needed for a limited number of families during the relocation activities. HAS has a voucher program of adequate size to address these issues. Relocated families will have priority over current families on the waiting list- if the voucher is needed for relocation and these revisions have already been included in the Administrative Plan. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road, it is anticipated that vouchers will be offered for relocation and HUD is providing tenant protection vouchers.

II. Resident Return and Re-occupancy Policies

HAS has determined that the first choice of many residents of the development site is to remain a part of the community during the process and after the conversion to Project-based Vouchers under RAD or redevelopment. Under RAD, there is no rescreening or re-eligibility requirements; therefore, all families are eligible for the new units after renovation. HAS has presented a method that all families will be provided a tenant survey on the relocation/selection process and will update the survey information prior to relocation, if and when required.

Typically, there is no rescreening. Residents that are temporarily relocated must remain in in compliance with the program (not be terminated) and have the first-priority right of re-occupancy of the revitalized unit at the development. HAS has and will continue to plan collaboratively with residents and other stakeholders to establish the occupancy terms and conditions for the revitalized community as a result of tax-credit funding and other final issues that may arise, but residents still retain the right to return. Relocation activities will not begin until the re-occupancy standards are established, with resident

consultation. Consistent with the goal of maximizing the opportunities for the residents, HAS will also attempt to identify potential obstacles with any re-occupancy and assist with counseling and special services aimed at overcoming any special needs.

HAS does not foresee any imposed conditions on the rights of residents to return to the revitalized site/unit other than being a resident remain in compliance during relocation. It is anticipated that all residents will remain in compliance with these requirements. Any resident that is not in compliance will be notified of non-compliance and given an opportunity to cure the deficiency.

III.Summary of Moving Cost

Temporary Moves

It is anticipated that most, if not all, will have temporary moves which are required for a two-way move. For rehabilitation, the move will be from their current unit to another vacant unit for approximately 90 days and then the family will be moved back to the original unit after rehabilitation is complete.

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same development/complex. (estimated cost of $1,500 movement each way) This is based on relocations at other local PHAs in Springfield. Tennessee, Arkansas and Louisiana.

- Number of and cost amount for two-way moves to a unit not in the same development/complex, carried out by the HAS. (limited number based on the survey)

- Number of and cost amount for two-way moves to a unit not in the same development/complex not carried out by the PHA. (limited number based on the survey)

Permanent Moves

It is anticipated that a limited number of permanent moves will be required on this project. All families are eligible to return, and most will indicate that they want to return to the unit after completion of the rehab.

- Number of and cost amount for one-time moves into another unit in the same building/complex. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA. (limited number of units)

IV. Temporary Relocation Assistance

HAS will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), HAS will send a RAD Notice of Relocation to residents who will be relocated. HAS will use the language outlined in PIH 2016-17 Appendices 3 and 4 sample RAD Notices of Relocation that will to be provided to residents that will be temporarily relocated.

The temporary relocation assistance the HAS will provide for residents is outlined in (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - HAS will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The units will be located in the same development-whenever possible- and HAS will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation at URA levels. It is anticipated the relocation will be for a very short duration; however, should the process become longer, the HAS will provide additional notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since some residents prefer to pack their own personal possessions and items of value, residents will be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the HAS will provide the resident with information on how to request this assistance. In those cases, HAS will assist the resident with the packing. HAS is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. HAS may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.

- Payment for Temporary Relocation Moving Expenses - The HAS generally chooses to do the following:

    - Undertake the moves itself, using force account labor (HAS laborer) or a moving company; or

    - As an alternative to the HAS's contractor or moving company;
        - Reimburse residents for all actual and reasonable moving costs.

The HAS will not make fixed payments since such payments may not be representative of actual reasonable costs incurred.

- Utility Costs - HAS is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, HAS is responsible for covering the expenses involved in transferring existing service. Utilities will be already turned on in the unit and HAS will pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). Although not anticipated, if a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the HAS utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

It is anticipated that there will be some cases of required permanent relocations. When those conditions occur, HAS would use the requirements outlined in PIH 2016-17 as follows:

Based on the local housing resources available, HAS will identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;
- Private-market rental housing (affordable, non-subsidized)

VI. Relocation Budget

Based on the results of the planning process, the HAS has a relocation budget that includes the following components:

1) The cost of administering the plan and providing assistance and counseling.

2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).

3) The cost of the physical move of the residents' belongings.
This physical move cost total is based on the move scenarios anticipated or projected by the resident survey.

4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.

5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).

Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. HAS states that these costs are indicated in the application, or attach any other information required by HUD, to support these costs.

HAS understands that the statutory requirements and protections of the URA cannot be altered or waived by a Relocation Plan. All tenants who are on-site at the time of the required relocation are entitled to URA-level assistance unless eviction for cause is in process or recently completed. Any eviction proceeding that commences after that date may not result in denial of benefits as required under the URA.

Sources of Funding

What sources of funding will be used to pay for relocation activities?

HAS intends to utilize the following sources for funding relocation over the next 3 years:

Program	2020	2021	2022	Total
Operating Funds/Capital Funds	0	0	0	0
LIHTC	578,000			578,000
Total for Relocation	578,000			578,000

VII. Appeal Process

If a resident disagrees with HAS's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the HAS. The Relocation Plan provides the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is

involved). At a minimum, the resident will have 60 days to file an appeal with HAS after receiving written notification of a claim or ineligibility determination.

HAS's relocation plan includes an opportunity for an appeal through HAS's usual grievance procedure, except that the time limit for requesting an appeal may not be less than 60 days after the family receives written notice of the disputed decision.

Households dissatisfied with the outcome of a grievance will be advised in writing of the right to seek further review at the local HUD Field Office. Disputes subject to appeal will include the HAS's determination of eligibility for assistance, including denial of eligibility and determinations of family status as displaced persons, and HAS decisions about the nature, scope and amount of relocation assistance.

VIII. Certification

HAS certifies that it is in compliance with the URA and, if applicable, section 104(d).

Katrina Wolfram
Executive Director

3/3/2020
Date

Exhibit H

APPRAISAL – DOGWOOD SQUARE

[Provided Under Separate Cover

Exhibit 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	Redevelopment Agreement
Date of Document:	_____, 20___
Grantor:	City of Springfield, a municipal corporation
Grantee:	_____
Legal Description:	See Exhibit A attached hereto.
Please return recorded document to:	City of Springfield Planning and Development Department P.O. Box 8368 840 N. Boonville Ave. Springfield, MO 65801

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

REDEVELOPMENT AGREEMENT BETWEEN

_____

AND

CITY OF SPRINGFIELD, MISSOURI

FOR_____

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20_____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on _____, _____ the Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Redevelopment Plan for the _____Redevelopment Area; and

WHEREAS, on _____, _____ the Planning and Zoning Commission recommended the Amended Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the City Council approved Special Ordinance _____, which approved the Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, MO, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

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

1. Agreement. Developer agrees to perform all work in accordance with: the provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Redevelopment Plan for _____ Redevelopment Area, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

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

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

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of Payments in Lieu of Taxes ("PILOT") that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

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

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

To the City:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

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

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _[title/position]_ of _[name of entity]_, a [corporation/partnership/etc.]_ duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

One-rdg. _____
P. Hrngs. X
Pgs. 116
Filed: 11-24-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 -284 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Glenwood Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and Staff recommend approval.)

_____

WHEREAS, the City of Springfield, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300-99.660, RSMo (the "Act"), has established the Land Clearance for Redevelopment Authority of the City of Springfield, Missouri (the "Authority"); and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report, attached as "Exhibit 1," and Redevelopment Plan, attached as "Exhibit 2," have been prepared and submitted to the Authority and the Planning and Zoning Commission for their consideration; and

WHEREAS, the Redevelopment Area for purposes of this Ordinance is described in "Exhibit 1"; and

WHEREAS, after duly considering the Blight Report and Redevelopment Plan, at its November 17, 2020, meeting the Authority approved a recommendation of the Blight Report by a vote of 4 to 0, and approved the Redevelopment Plan by a vote of 3 to 0, with one abstention; and

WHEREAS, the Redevelopment Plan was presented to the Planning and Zoning Commission on November 19, 2020, which voted to recommend approval of the Redevelopment Plan 9 to 0; and

WHEREAS, City Council held a public hearing on November 30, 2020, for which notice was properly given in accordance with the law, and all interested parties were given the opportunity to be heard.

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

Section 1 – It is hereby found, determined, and declared that the Glenwood Apartments Public Housing Redevelopment Area (the "Area"), which is more particularly described in the Blight Report, which is attached hereto as "Exhibit 1" and incorporated herein by this reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the Area is therefore blighted. It is further found that this is an area that is appropriate for the undertaking of a redevelopment project in conformance with the Redevelopment Plan described in "Exhibit 2."

Section 2 – The Redevelopment Plan described in "Exhibit 2," which is attached hereto and incorporated herein by this reference, is hereby found to be a feasible and reasonable plan for the redevelopment of the Area and is in conformity with the general plan for development of the City and is an appropriate plan for the clearance, reconstruction, rehabilitation and renewal of the entire Area, and for future land uses. The Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo, and is hereby adopted by City Council.

Section 3 – The City Manager or designee is authorized to enter into an agreement in substantial conformance to "Exhibit 3," which is attached hereto and incorporated herein by this reference and to take such further action as may be required of the City to comply with the Workable Program.

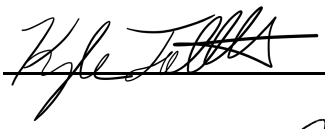
Section 4 – This Ordinance shall be in full force and effect from and after passage.

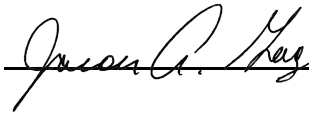
Passed at meeting: _____

_____
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- 284

FILED: 11-24-20

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To approve a redevelopment plan submitted by Keystone Family Homes, LP, for the Glenwood Apartments Public Housing Redevelopment Area, which consists of approximately 3.2 acres generally located at 722 East Glenwood Street; declare the Area to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority ("LCRA") may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted.

Keystone Family Homes, LP, has submitted a blight report and redevelopment plan for the proposed Glenwood Apartments Public Housing Redevelopment Area. The Area consists of one parcel located at 722 East Glenwood Street, comprising approximately 3.2 acres and contains the Glenwood Apartments, a 33-unit public housing development that was constructed in 1973 to provide decent and safe rental housing for eligible low-income tenants.

This Ordinance will approve three things – a finding of blight, approval of a redevelopment plan and authorization of an agreement between the City and the developer regarding the redevelopment and provision of property tax abatement.

Blight Study

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, 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.*

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes.

The Report states that the presence of these conditions hinders the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare. Staff reviewed the Blight Report and concluded that it does sufficiently demonstrate that the Redevelopment Area qualifies as a blighted area, exhibiting a predominance of blighting conditions in its present condition and use.

Under insanitary and unsafe conditions, the Report notes environmental conditions present in all buildings within the Redevelopment Area (asbestos in ceiling texture, floor tile mastic, and sheetrock joint compound and the presence of lead-based paints beyond the allowable limits). The photos provided in the blight report show older structures with significant wear and tear, and poor attempts to repair the damage. The Blight Report also notes that according to the 2019 Springfield Police Department "Calls for Service" records, the total calls for service from the Bolivar Apartments were 19% higher than calls for all residential units of the City of Springfield.

In conclusion, the Blight Report does provide adequate evidence of a predominance of blighting factors resulting in the negative outcomes required to meet the statutory blight definition.

Redevelopment Plan

The Redevelopment Plan proposes to completely rehabilitate the apartment buildings both inside and out, as well as make various site renovations. Improvements include, among others, replacement of doors, windows, and siding; upgrades to electrical, plumbing, and mechanical systems; lead-based paint and asbestos remediation; modifications for ADA-accessibility; and parking lot upgrades. The site will maintain the same number of dwelling units following completion.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole.

1. The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive Plan* designates the land located in and around the Redevelopment Area for Medium-Intensity Retail, Office or Housing. Appropriate residential zoning districts for this land use classification include Low-, Medium-, and High-density Multi-family Residential R-LD, R-MD, and R-HD) Districts. The Redevelopment Area is currently zoned R-LD with a housing density of approximately 10.3 dwelling units per acres.

2. The *Growth Management and Land Use Element* suggests each neighborhood

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

3. Many of the planning principles, objectives, and recommendations discussed in the *Neighborhoods Element* of the *Springfield-Greene County Comprehensive Plan* are focused on promoting continuous reinvestment and preservation of housing within established neighborhoods, eliminating blight, and encouraging a variety of housing types including single-family detached, townhouses, and apartments. The *Neighborhoods Element* also recommends the City continue to utilize programs and funding sources to help meet the housing needs of low-and moderate-income families and individuals. Such programs are helpful in maintaining the housing stock and provide a "safety net" for individuals in need in the neighborhoods.

   The Redevelopment Plan conforms with these recommendations by proposing to rehabilitate an existing low-income public housing development located within Holland-Seminole Neighborhood.

Economic Development Incentives Policy

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*. Those policies are provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the *City of Springfield Comprehensive Plan*.

2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS: The LCRA reviewed the Redevelopment Plan on November 17, 2020 and recommended the Redevelopment Plan be approved by a vote of 3 to 0 with 1 abstention. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on November 19, 2020 and recommended approval by a vote of 9 to 0. Staff recommends approval.

Submitted by:

Sarah Kerner, Economic Development Director

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit 1

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

OCTOBER 13, 2020 (UPDATED)







DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

GLENWOOD APARTMENTS
PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

October 13, 2020

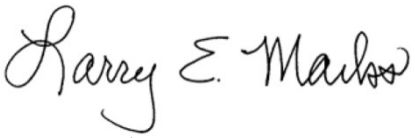
To Whom It May Concern:

Reference is made to the accompanying "Data and Analysis of Conditions Representing a 'Blighted Area' for the Glenwood Apartments Public Housing Redevelopment Area" in Springfield, Missouri prepared by the undersigned.

Please be advised that, based upon the results of the above referenced study, the undersigned has determined that the area described in the study (the "Redevelopment Area") is a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statutes, as amended.

The Redevelopment Area suffers from a multitude of physical, social, and economic deficiencies including insanitary or unsafe conditions, deterioration of improvements, factors which endanger life or property by fire and other causes, and these conditions are conducive to retardation of the provision of housing accommodations, economic liability, social liability, and are a menace to the public health, safety, morals or welfare.

DEVELOPMENT STRATEGIES, INC.
Real Estate, Community and Economic Development Consultants



Larry Marks, AIA, AICP
Principal

TABLE OF CONTENTS

1.0 INTRODUCTION 1

- STUDY AREA 1
- EXISTING DEVELOPMENT 2
- EXISTING ZONING 2
- NEIGHBORING DEVELOPMENT 2
- DATA GATHERING METHODOLOGY 2

2.0 SUMMARY AND CONCLUSIONS 3

- SUMMARY 3
- FINDING OF BLIGHT 5

3.0 BLIGHTING FACTORS 6

- INSANITARY OR UNSAFE CONDITIONS 6
- DETERIORATION OF IMPROVEMENTS 7
- FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES 8
- RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS 8
- ECONOMIC LIABILITY 9
- SOCIAL LIABILITY 9
- MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE 10

EXHIBITS

- AERIAL PHOTOGRAPH 1
- FLOOD RISK 6

APPENDIX

- PHOTOGRAPHS OF BLIGHTING CONDITIONS ..... A
- LEGAL DESCRIPTION ..... b

1.0 INTRODUCTION

STUDY AREA

Development Strategies was tasked with a study of the Glenwood Apartments Public Housing Redevelopment Area (the "Redevelopment Area" or "Area"), which is a single parcel (Parcel Number 13336409001) containing approximately 6.39 acres in Springfield, Missouri (the "City"). The Redevelopment Area is located at 722 East Glenwood Street in the central portion of the City of Springfield (see ***Aerial Photograph*** of Redevelopment Area). The Redevelopment Area in bounded to the north by E. Glenwood Street, S. Dollison Avenue to the east, E. Downing Street to the south, and the eastern property of a commercial strip building that fronts on S. Holland Avenue.



GLENWOOD APARTMENTS
SPRINGFIELD BLIGHT STUDY
722 E Glenwood St
Springfield, Greene County, Missouri 65807

DEVELOPMENTSTRATEGIES®
October 2020

EXISTING DEVELOPMENT

The Redevelopment Area contains approximately 6.39 acres of land. The Area currently contains a total of 33 residential Units (13 two-bedroom units and 20 three-bedroom units) containing a total of nearly 33,000 rentable square feet.

EXISTING ZONING

The Redevelopment Area is zoned R-LD (Low-Density Multifamily Residential District). The existing residential develop is a legal conforming use.

.

NEIGHBORING DEVELOPMENT

The Redevelopment Area is predominantly surrounded by single family residential development to the west, north, and east. There is strip commercial building located between the western property line of the Glenwood Apartments and S. Holland Avenue. Vacant land and South Creek are located to the south.

DATA GATHERING METHODOLOGY

This study of the Redevelopment Area has been conducted and complies with the specific requirements of Section 99.320(3), as amended.

In addition to Development Strategies independent research, information was provided by the proposed developer BGC Advantage, as well as the following sources:

- Appraisals of all Keystone Homes properties prepared by the Gill Group
- Oke-Thomas +Associates architects
- The Snyder Construction Group
- Phase II site environmental studies by Spectrum Environmental, Inc.
- Asbestos inspections provided by Security Storage Service, Inc.
- Lead-based paint inspections by Environmental Works, Inc.
- Crime reports provided by the Springfield Police Department

A site visit was conducted during October, 2020. Photographs from this visit are contained in Appendix A.

2.0 SUMMARY AND CONCLUSIONS

SUMMARY

This document undertakes, first, to identify those particular factors that might constitute and contribute to an overall, area-wide blighted condition and then, second, to make an objective determination whether or not those factors in aggregate justify a finding that the Redevelopment Area is blighted pursuant to Section 99.320(3), RSMo, which defines a blighted area as one that:

> *... 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[.]*

Based on the research conducted by Development Strategies' staff, and information obtained from various records of the City of Springfield and the developer (BGC Advantage), the Redevelopment Area is "blighted" by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare. Key factors in reaching this determination of blight are summarized below and described in greater detail in the following sections of this report.

Insanitary or Unsafe Conditions

- The vast majority of the residential units in the Glenwood Apartments are located within the high risk (100-year) floodplain of South Creek.
- The structures in the Glenwood Apartments Public Housing Redevelopment Area were built in 1971. As a result they suffer from environmental problems that are typical of that construction period including contamination associated with asbestos and lead-based paint contamination
- The property lacks a fence that could added additional needed security.

Deterioration of Site Improvements

Thirty-five years of age is generally used as criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. As a result of age the apartments systems are at or near the end of their useful life and need replacement. Needed improvement include:

- Exterior apartment buildings deficiencies – Siding that needs to be removed and replaced for all units, roofing shingles that need to be removed and replaced, windows that need to be replaced, and lack of adequate lighting at the front and rear of all units.
- Interior apartment units deficiencies – Electrical wiring that is not up to current code requirements, deteriorated flooring that needs to be replaced (many with asbestos concerns), interior doors and hardware that needs to be replaced, walls that need to be repaired and painted, insulation added to attics to provide adequate energy efficiency and comfort, new appliances (washer, dryer, and water heater) in all units to replace old and inefficient appliances, new furnaces and condensing units for all units to replace old and inefficient units, and the provision of broadband infrastructure currently missing for all units.
- Restriping of existing parking areas with required designation for accessible parking spaces.

Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

- Lack of adequate fire detectors in units
- Lack of adequate CO2 detectors in units

Retardation of Provision of Housing Accommodations

- Need to retain essential affordable housing
- Need to provide ADA accessible residential units

Economic Liability

- Essential to provide comprehensive reinvestment to sustain viability of apartment complex and economic viability of neighborhood,
- Need to overcome inability to pay reasonable taxes

Social Liability

- Need to provide accessible units to meet increasing demand of individuals with disabilities
- Lack of broadband infrastructure for units
- Need to address level of crime associated with apartment complex

- Need to enhance tax generation to provide social services for City of Springfield, Greene County, and other taxing jurisdictions

Menace to the Public Health, Safety, Morals, or Welfare

- Need to address environmental contamination by removal of asbestos
- Need to address environmental contamination by removal of lead-based paint
- Need to provide code compliant fire and CO2 detectors in residential units

FINDING OF BLIGHT

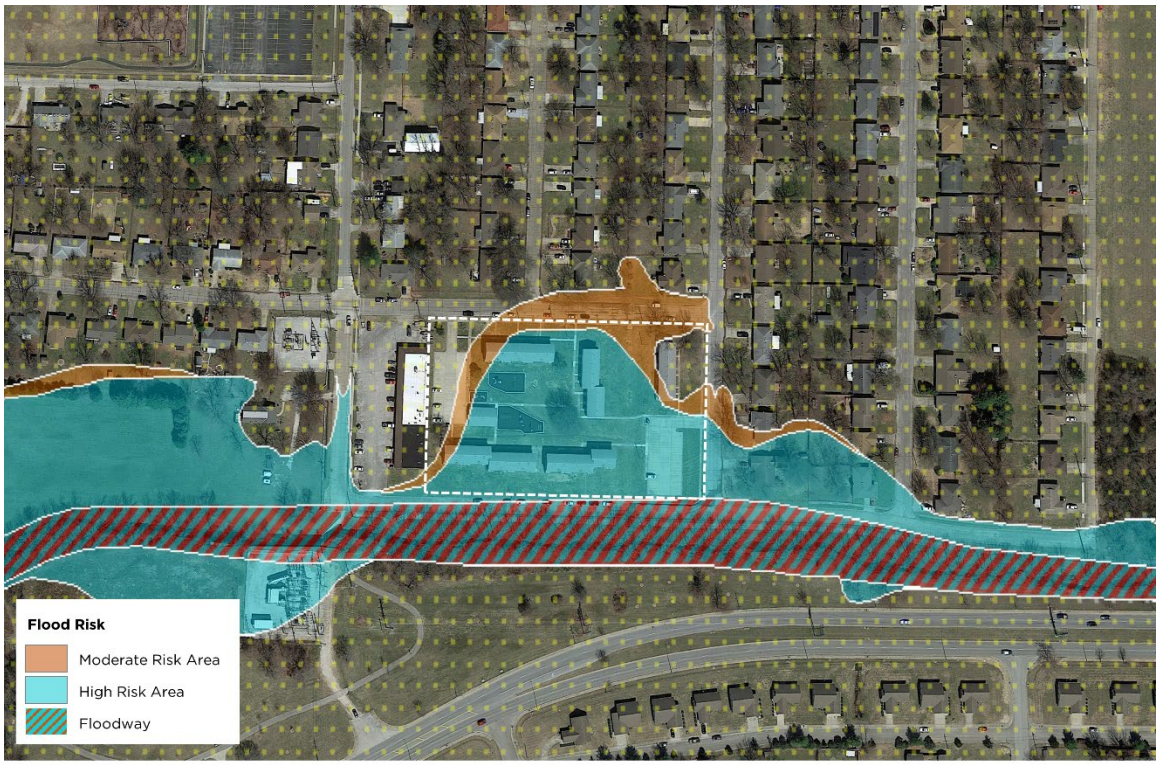
As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

3.0 BLIGHTING FACTORS

As described below, the Redevelopment Area suffers from insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

INSANITARY OR UNSAFE CONDITIONS

Presence of 100-Year Floodplain – As indicated on the map below, the vast majority of the residential units in the Glenwood Apartments, as well as the vast majority if the site are located within the High Risk (100-year) floodplain of South Creek, which clearly presents a potential unsafe condition. While removing the existing residential units from the floodplain is not feasible, future actions to address this blighting factor are possible, such as raising heating and condensing units up and using flood resistant materials in the Redevelopment Area.



GLENWOOD APARTMENTS
SPRINGFIELD BLIGHT STUDY
722 E Glenwood St
Springfield, Greene County, Missouri 65807

DEVELOPMENTSTRATEGIES®
October 2020

Asbestos Contamination – A May 2020 report by Security Storage Service, Inc., cited the presence of asbestos throughout the Glenwood Apartments. Specifically noted were:

- Ceiling texture in all buildings
- Black floor tile mastic in all buildings
- All sheetrock joint compound in all buildings

It is important to note that the report states that "This is not an all-inclusive list as other suspect items may be discovered during renovation/demolition." Given the age of the buildings, this is a reasonable assumption.

Presence of Lead-Based Paint – A September 2020 report by Environmental Works, found the presence of lead-based paints beyond the allowable limits in an interior bathroom and on exterior walls and other surfaces. Lead-based paint has been proven to be a health problem, particularly for children.

Lack of Security Fence – There is currently no security fence surrounding the Bolivar Apartments complex, which is needed to provide adequate safety for the property and tenants.

Lack of Accessible Site Access and Circulation – There are currently no sidewalk provided along E. Downing Street and disabled curb cuts are not available at the E. Glenwood Street and S. Dollison Avenue intersection, and at the E. Downing Street and S. Dollison Avenue intersection.

DETERIORATION OF IMPROVEMENTS

Building Improvements -- Although the age of a building does not automatically constitute a blighted condition, older structures, unless well maintained and updated regularly, tend to have problems with their electrical and mechanical systems, and often suffer from deferred maintenance, functional obsolescence, and gradual overall deterioration. Such is the case in the Redevelopment Area. The current structures were built in 1971, making them significantly older than 35 years old, which is generally used as criteria for identifying older buildings that are likely to experience electrical and mechanical problems, and a tendency for gradual overall deterioration. While the Housing Authority has maintained the existing units, no significant comprehensive renovation has occurred during the last fifty years. As a result, a number of building items are at or near their useful life.

Based on an analysis by Oke-Thomas + Associates architects, the following improvements need to be addressed:

Building Exteriors:

- All exterior siding needs to be removed and replaced
- Roof shingles need to be replaced
- All existing windows need to be replaced
- New wall mounted lighting needs to be added at the front and back of all units to provide safety and security.

Building Interiors:

- Electrical wiring in units does not meet current code standards and needs to be upgraded.
- Existing flooring in all units needs to be replaced (also an asbestos concern)
- All existing interior doors need to be replaced with new hardware added
- Existing insulation is inadequate and provide with R-43 insulation in all attics
- Interior walls need to repaired and painted
- For all units, existing washers and dryers are old and are not energy sufficient and need to be replaced with new energy efficient appliances
- For all units, existing water heaters are old and are not energy efficient and need to be replaced
- For all units, existing split system furnaces and condensing units are old and not energy efficient and need to be replaced
- Broadband infrastructure is missing and needs to be provided with for each dwelling unit consistent with the Federal Communication's requirements

Site Improvements – Existing parking needs to be restriped with accessible parking spaces designated and parking signage provided.

FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Lack of Adequate Fire Warning system – Based on an inspection by Oke-Thomas + Associates architects, the smoke detectors in each residential unit are not up to current codes. There is a lack of detectors associated with bedrooms and electrical wiring for detectors needs to be upgraded. The lack of adequate detectors with battery backup creates a situation where a fire can get out of control before someone can catch a fire in its early stage.

Lack of Adequate CO2 Detectors – CO2 can be difficult to detect and potentially deadly. Existing units need to be brought up to code for this type of detectors.

RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS

Provision of Essential Affordable Housing -- The residential units currently available in the Glenwood Apartments provide essential affordable housing that is badly needed and in short supply in the City of Springfield. However, without addressing the blighting factors discussed in this report the provision of this essential affordable housing is questioned.

Lack of ADA Accessible Units – Accessible units for disabled individuals are always in short supply, especially affordable units. As the population of Springfield ages and more individuals are dealing with medical issues and disabilities, the need for accessible units will be even more critical. There are currently no fully accessible units at the Glenwood Apartments. Base on the number of units at the apartments, two accessible units are required, with one unit needed for tenants requiring visual and auditory enhancements.

ECONOMIC LIABILITY

Need for Substantial Reinvestment -- As a result of the blighting factors previously discussed, the Redevelopment Area constitutes an economic liability. The City of Springfield that must rely on continued revitalization and reinvestment in its existing buildings and neighborhoods. The Glenwood Apartments Public Housing Redevelopment Area are at a point in their life cycle where significant reinvestment is need for the apartments to provide sustained viability. Without this investment the economic viability of the surrounding neighborhood will be negatively impacted.

Inability to Pay Reasonable Taxes -- The Glenwood Apartments are currently owned by the Housing Authority of the City of Springfield. As a result, the property is tax exempt. There is currently a PILOT agreement with the City of Springfield, Greene County, Springfield R12 Schools, Springfield Workshop, OTC and the Collector of Revenue that generates a little approximately $5,750, which is significantly below what real estate taxes would be if the property were fully assessed (currently estimated at least more than $11,400 per an appraisal conducted by the Gill Group). Eliminating the blight in the Redevelopment Area would represent an investment that could allow new private ownership to pay reasonable taxes, if and when any agreed on incentives cease.

SOCIAL LIABILITY

The Redevelopment Area has also become a social liability, by virtue of the previously discussed blighting factors and the following considerations.

Lack of ADA Accessible Units -- The lack of ADA-compliant units and inadequate site improvements within the Glenwood Apartments Public Housing Redevelopment Area is a social liability This is especially important given the number of growing elderly population as the Baby Boomers age. According to the U.S. Census Bureau, more than one in five individuals in the United States is considered to have some level of disability and one in eight individuals is considered to be severely disabled.

Lack of Broadband Access – None of the existing units currently have access to broadband infrastructure within their units. This lack of service is hampering the ability of tenants to access essential information and services necessary for daily life.

Crime – According to the 2019 Springfield Police Department "Calls for Service" records, the total calls for service from the Glenwood Apartments averaged 1.86 calls per residential unit, while the calls for all of the City of Springfield averaged 1.56 calls per unit.

It is important to note that the calls for criminal activity represented 65% of all calls for the Glenwood Apartments (1.75 per unit), while similar calls for the City of Springfield represented 27% (0.42 calls per unit).

Lack of Adequate Tax Generation for Public Services – As a result of the non-profit taxing status of the Springfield Housing Authority, the taxes available to support badly needed public services (such as schools, libraries, health services, police and fire protection, etc.) for the City of Springfield, Greene County, and other taxing districts, are diminished compared to similar projects that are privately owned.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE

As a result of the previously discussed blighting factors, the Redevelopment Area has also become a menace to the public health, safety, morals, or welfare resulting from:

- The location of a significant number of residential units within the 100-year floodplain of South Creek
- The presence of asbestos associated with the Glenwood Apartments Public Housing Redevelopment Area
- The presence of lead-based paint associated with the Glenwood Apartments Public Housing Redevelopment Area
- The lack of current code compliant fire and CO2 detectors for residential units

- Higher than average crime statistics for the Glenwood Apartments Public Housing Redevelopment Area

APPENDIX A

PHOTOGRAPHS OF BLIGHTING CONDITIONS

View of mismatched and dated siding as well as unkempt gas meters and landscaping.



View of old air conditioner condensers, unattractive/hazardous wiring condition, and poor landscaping





View of damaged siding and window screen



View of outdated siding and exterior conditions



View of damaged wiring



View of worn parking lot conditions



View of worn light standard



View of damaged storm door



View of lack of landscaping



View of unattractive and outdated playground



View of typical trash dumpster condition



APPENDIX B

LEGAL DESCRIPTION OF BOLIVAR ROAD REDEVELOPMENT AREA

View of outdated and worn
playground equipment and
hazardous safety situation

APPENDIX B

LEGAL DESCRIPTION OF GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description: TRACT I: (722 E. Glenwood) ALL OF LOT TWO (2) AND LOT THREE (3), HOLLAND SUBDIVISION FIRST ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. Addresses: 722 E Glenwood, Springfield, MO 65807

Exhibit 2

REDEVELOPMENT PLAN

FOR GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

SPRINGFIELD, MISSOURI

October 28, 2020

Redevelopment Plan

I. Introduction:

BGC Advantage, LLC, ("BGC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Keystone Family Homes, LP. The sites below have been combined and will be financed together in order to make the project financially feasible. There will be 5 units demolished at the Bolivar Road site. The overall project being financed is 297 units. Total development costs, total units, and total funds are impacted by all of the Redevelopment Plans.

SITE NAME	ADDRESS	NO. OF UNITS
Glenwood Apartments	722 E Glenwood	33
Scattered Apartments	1633, 1635, 1639, 1641, 1643, 1645 North Delaware	32
	714, 716, 722, 724, 730, 732, 736, 738 West Edgewood	
	2628, 2630 S Grant Ave.	
	1405, 1407, 1411, 1413, 1417, 1419, 1423, 1424 E High St	
	809, 811, 815, 817, 823, 825, 915, 917 West Sunset	
Circles Apartments	1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware	20
	405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct	
Dogwood Square Apartments	800 Block S. Campbell	24
	800 Block S. Patton	
	300 Block W. Madison	
Cedarbrook Apartments	811 N. Cedarbrook Ave	80
Villa Marie/Norton Road Apartments	1000 Block E Villa Marie / Norton Rd.	32
Bolivar Road Apartments	2336 N Bolivar Rd & house located at 2301 N Fort	81
	TOTAL UNITS 302	

Keystone Family Homes, LP, a Missouri limited liability company (the "***Developer***"), has prepared the following plan (the "***Redevelopment Plan***") for the redevelopment of 6.39 acres in Springfield, Missouri. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area built in 1973 and replacing it with an attractive and well-constructed neighborhood development consisting of 33 residential units (the "***Project***"). The Development located at 722 East Glenwood Street, Springfield, Missouri, will include 5 buildings and one non-dwelling building that serves as an apartment complex and consists of 33 units, with the following breakdown: 13-two bedroom units, 20-three bedroom units. The project will serve very low income families with rents based on the residents paying no more than 30% of their adjusted income. The rents will be set by the US Department of Housing and Urban Development ("HUD"). These will be restricted and will have a contract for project based vouchers as follows:

Glenwood Apartments Rents		
13	2 BR – RAD	$637
7	3 BR – RAD	$781
13	3 BR – 110% FMR	$1093

The project will have the appearance of low rise multi family structures through thoughtful design that considers the character of the existing neighborhood. The property is made up of one-story row homes. The Project will provide housing for 33 families. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $1.59 million of the total development cost for this project to redevelop the site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are 5 residential structures one non-dwelling building in the Redevelopment Area. The development was built by HAS. The Developer, Keystone Family Homes, LP, will acquire the property with HUD's approval. The project will be renovated if approved by HUD for a Redevelopment through the Rental Assistance Demonstration Program ("RAD").

A. RAD

RAD was created in order to give Public Housing Authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $26 billion nationwide backlog of deferred physical needs. RAD also gives public housing authorities the opportunity to enter into long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to **leverage public and private debt and equity in order to reinvest in the public housing stock**. This is critical given the backlog of public housing capital needs - estimated at over $35 billion. There is an estimated $18,281,762 total of physical needs at Keystone Family Homes of which includes Glenwood Apartments. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. **This ensures that the units remain permanently affordable to low-income households**. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, **maintain the same basic rights** as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD **maintains the ongoing public stewardship** of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. The Housing Authority of the City of Springfield will continue to own the ground and lease it to the Partnership. The HAS's nonprofit, Breckenridge Development Services, Inc. is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, **relying on shifting existing levels of public housing funds to the Section 8 accounts** as properties convert.

B. PILOT and PRIVATE INVESTMENT

HAS has had a cooperation agreement that allowed for a Payment in Lieu of Taxes (PILOT); however, in order to leverage the private investment to the property, HAS must take several actions to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day to day operation of the business. With this structure, HAS units remain earmarked for affordable housing, with layer funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the PILOT to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. The organizational structure is such that net cash flow generated will be available primarily to HAS. The project is now in need of the tax abatement assistance through the LCRA to keep the rents low and make the project financially feasible.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains approximately 6.39 acres and is situated on East Glenwood Street, bordered by South Dollison Street, East Downing Street, and South Holland Street, in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which analysis is based on four indicators: (a) the population statistics show that the lower income cohort is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's LMISD data and the number of foreclosed and vacant housing units, there is an increasing need for decent

affordable housing. This is expected to grow at a moderate increase for the next 5 years of over 4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Brendan Griesemer, AICP, on February 10, 2020. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five Year Plan and Annual Plan and PHA Certifications of

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. Type or clearly print the following information:)

Applicant Name:	The Housing Authority of Springfield	
Project Name:	Bolivar Road Apartments &	Glenwood Apartments
Location of the Project:	2336 N Bolivar Road	722 E Glenwood Street
	Springfield , MO	Springfield, MO
Name of the Federal Program to which the applicant is applying:	Low Income Housing Tax Credits	
Name of Certifying Jurisdiction:	City of Springfield, Missouri	
Certifying Official of the Jurisdiction Name:	Brendan Griesemer, AICP	
Title:	Assistant Director Planning and Development Department	
Signature:	Brendan Griesemer	
Date:	2-10-2020	

Compliance with the PHA Plans and related regulations.

ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2019-2020 Plan outlines the need for RAD and the investment need for rehabilitation at Glenwood Apartments Public Housing Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will facilitate the investment of an estimated $12,608,775 of equity into the project with a total development costs of $43 million. The sources of funding include:

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000

SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health – especially considering the fact that the Glenwood Apartments Public Housing Redevelopment Area serve a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Redevelopment Area diminish the public morale and welfare with respect to the perception of this portion of the City.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all of the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable as a way to provide housing to the very low income.

Due to the condition of the units in the Redevelopment Area, substantial capital investment will be necessary to rehabilitate the structures and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The units will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunity for the City. If the Glenwood Apartments Public Housing Redevelopment Area are not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. In order to have safe, sanitary, livable units, blight must be removed and the area redeveloped as affordable housing serving the very low income. The Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a neighborhood consisting of 33 residential units and one residential services building. The bedroom mix and rents are:

Glenwood Apartments Rents		
13	2 BR – RAD	$637
7	3 BR – RAD	$781
13	3 BR – 110% FMR	$1093

Each building has a unit dedicated to a family dwelling. The appearance of the structures through thoughtful redesign and preservation is key. In total, the project will accommodate up to approximately 33 families. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. There will be front door and back door lights at every unit. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping, architectural/design elements and will incorporate updated design features such as a front porch columns.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of 6 buildings, 5 dwelling and 1 non dwelling on 6.39 acres. The development was built in 1973.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a rehabilitated neighborhood consisting of 33 residential units (13 – 2BR and 20 – 3 BR). The land will remain the same.

All the living space will be on the ground floor except for one (1) to two (2) bedrooms and one (1) bathroom on the second floor in the townhome style units. There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. The sidewalks and streets will be updated so units to the extent feasible will be visitable. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit "C" and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is Low-Density Multi-Family Residential District (R-LD). There is no new zoning proposed for the Redevelopment Area. The Project is consistent with zoning requirements. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

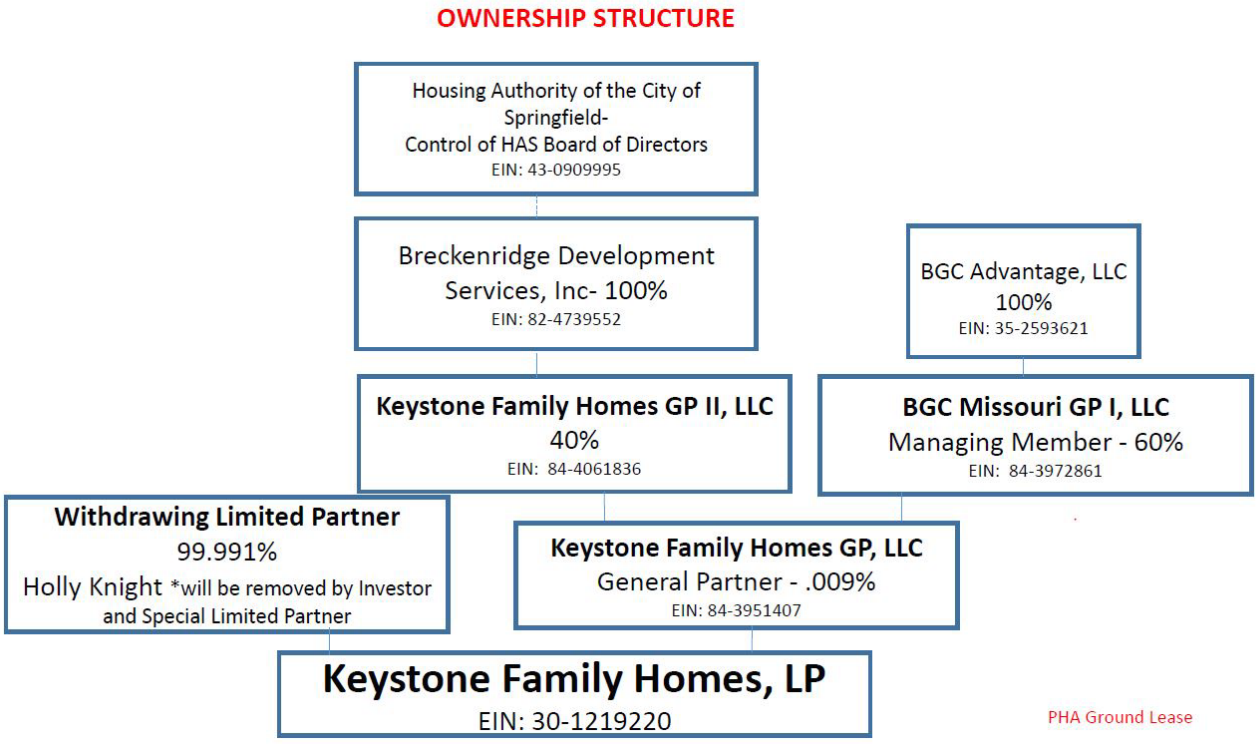
V. Execution of the Project:

A. Execution

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

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. See sources and uses below for the entire Keystone Family Homes project, as well as Exhibit "E" attached which includes the Development Budget and Sources of Funds for Glenwood Apartments.

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852

TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

D. Disposition of Property

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

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Keystone project has accumulated approximately 80 units across the sites. Families will be relocated within the public housing/Keystone sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's approved relocation plan)

F. Redevelopment Schedule and Estimated Dates of Completion

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

- Pre-Construction (Inspections/Permits): Completed by December 2020
- Rehabilitation of units: Completed by August 2021
- Re-occupancy of site and new lease up completed by September 2021

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available

under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the "Code") the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and attractive neighborhood providing housing for 33 families that are at or below 60% Area Median income that eliminates existing blight would not be feasible. Exhibit F contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project using the Net Operating Income Approach. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, while the tax revenue over the next 10 years would be reduced by approximately $97,345 the affected taxing jurisdictions would see a net positive impact of $8,302 in the cumulative receipt of property tax revenue over the next 10 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also in compliance with HUD, MHDC, and the HAS Public Housing Annual and 5 Year Plan. the Redevelopment Plan conforms with the City's

Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Prior to application for Certificate of Qualification for Tax Abatement (the "Certificate") issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall at a minimum address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 33 housing units on a 6.39-acre site. In total, the Project will provide housing for 33 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns.

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Exhibit A

MAP OF REDEVELOPMENT AREA – GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA



Exhibit B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA – GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description:

TRACT I: (722 E. Glenwood)
ALL OF LOT TWO (2) AND LOT THREE (3), HOLLAND SUBDIVISION FIRST ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

722 E Glenwood, Springfield, MO 65807

Exhibit C

SITE PLAN – GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

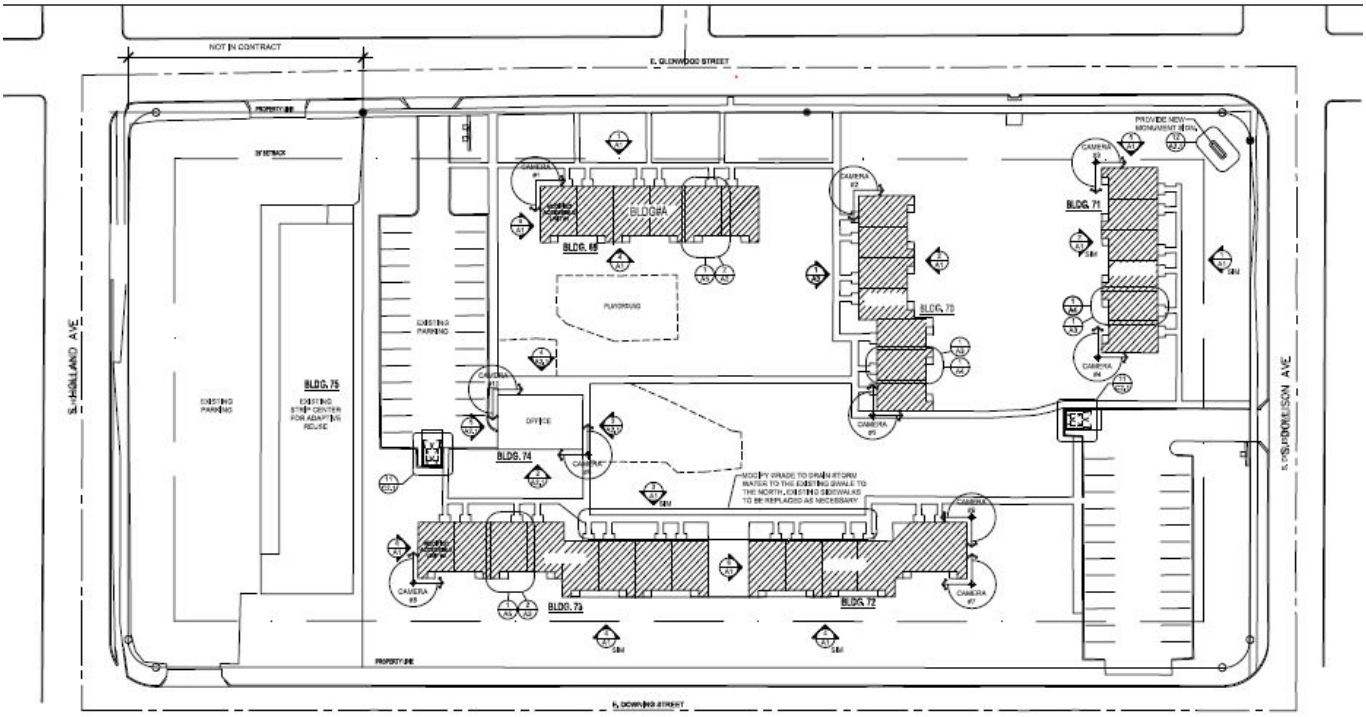
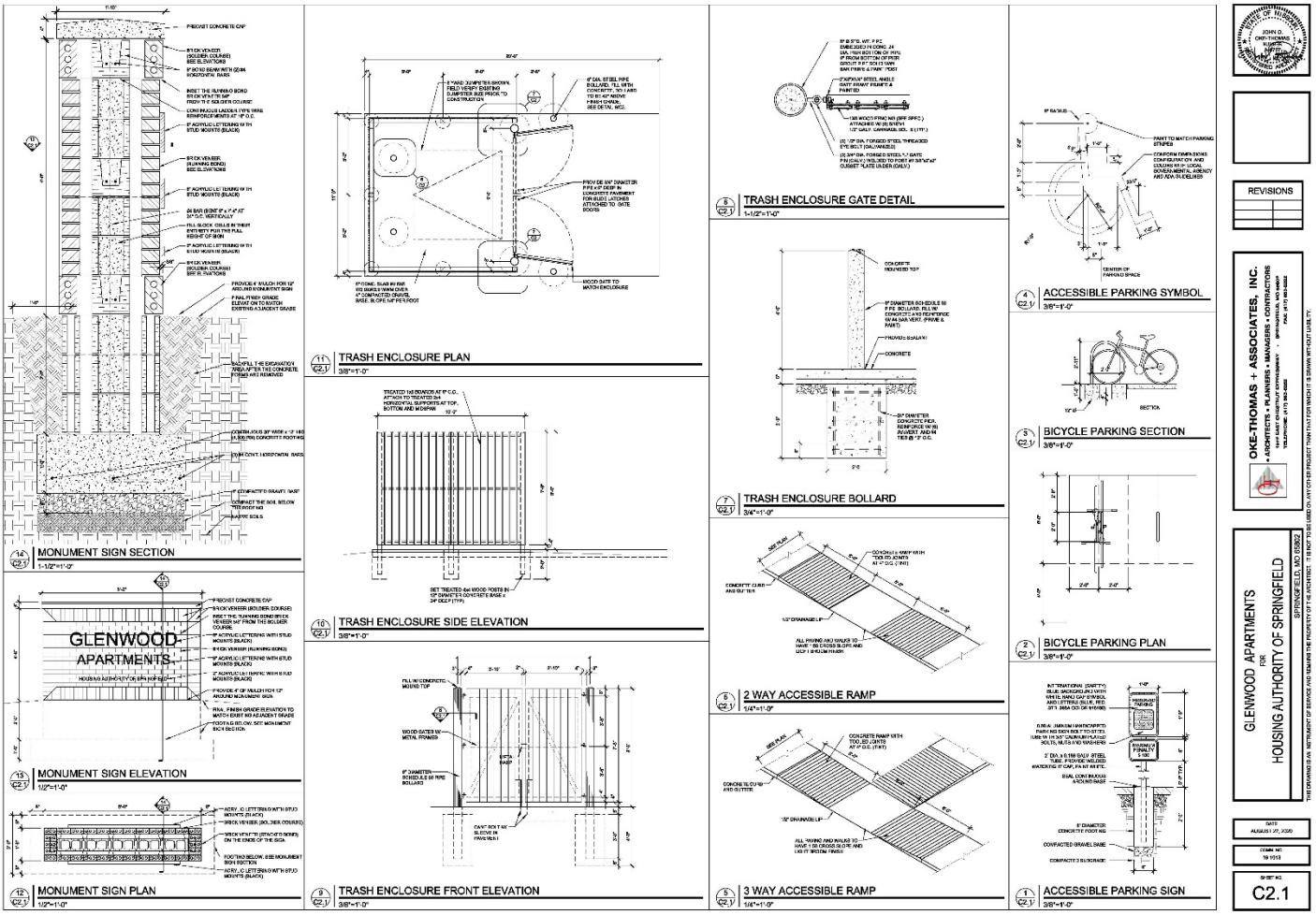
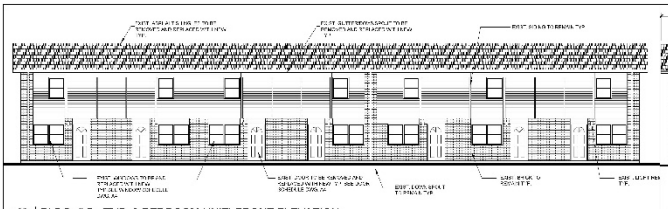


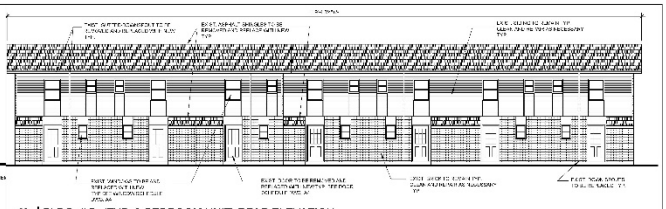
Exhibit D

SITE LAYOUT AND DESIGN – GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

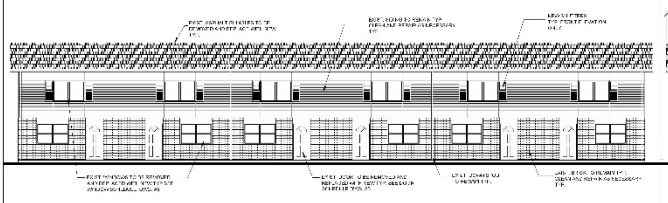




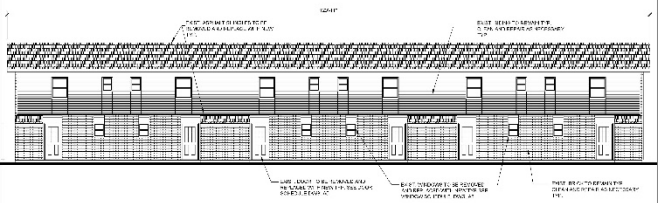
1 BLDG. # B- (TYP. 2-BEDROOM UNIT) FRONT ELEVATION
1/8"=1'-0"



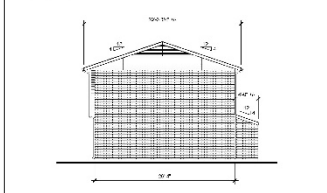
2 BLDG. # B- (TYP. 2-BEDROOM UNIT) REAR ELEVATION
1/8"=1'-0"



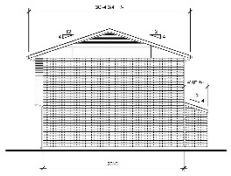
3 BLDG. # A- (TYP. 3-BEDROOM UNIT) FRONT ELEVATION
1/8"=1'-0"



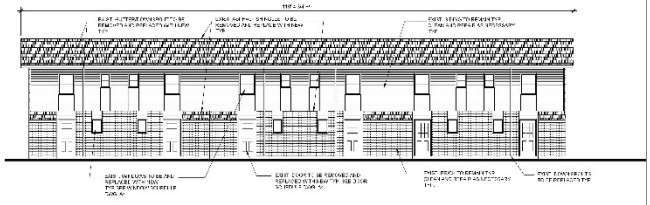
4 BLDG. # A- (TYP. 3-BEDROOM UNIT) REAR ELEVATION
1/8"=1'-0"



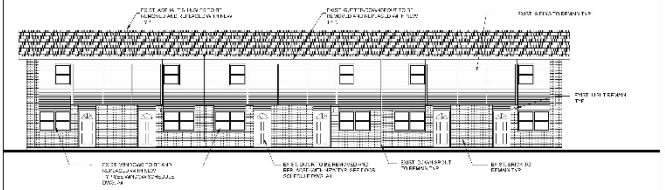
5 TYPICAL SIDE ELEVATION
1/8"=1'-0"



6 TYPICAL SIDE ELEVATION
1/8"=1'-0"



7 BLDG. # C- (TYP. 2-BEDROOM UNIT) REAR ELEVATION
1/8"=1'-0"



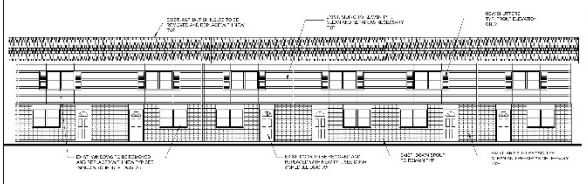
8 BLDG. # C- (TYP. 2-BEDROOM UNIT) FRONT ELEVATION
1/8"=1'-0"

REVISIONS

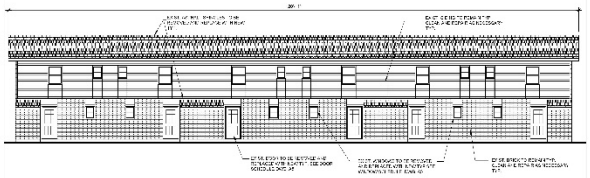
OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS

GLENWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

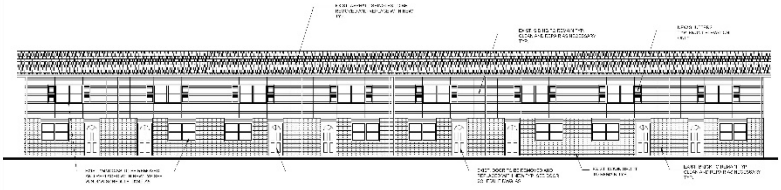
A1



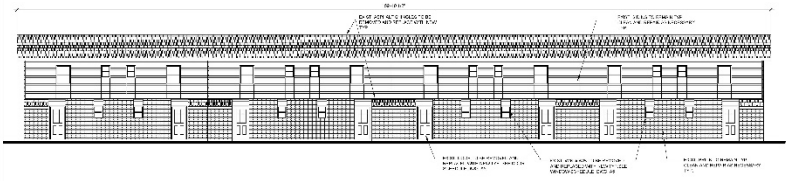
BLDG. # D- (TYP. 3-BEDROOM UNIT) FRONT ELEVATION



BLDG. # D- (TYP. 3-BEDROOM UNIT) REAR ELEVATION



BLDG. # E- (TYP. 3-BEDROOM UNIT) FRONT ELEVATION



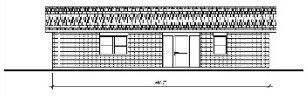
BLDG. # E- (TYP. 3-BEDROOM UNIT) REAR ELEVATION

REVISIONS

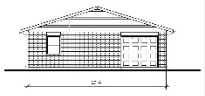
OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONSULTANTS

GLENWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

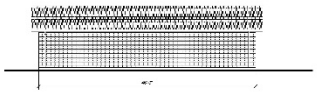
A1.1



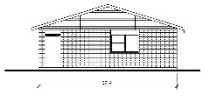
OFFICE BUILDING - NORTH ELEVATION



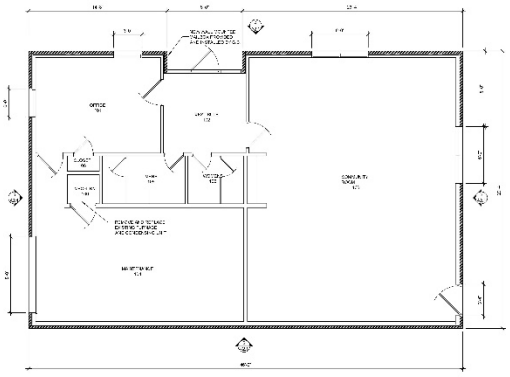
OFFICE BUILDING - WEST ELEVATION



OFFICE BUILDING - SOUTH ELEVATION



OFFICE BUILDING - EAST ELEVATION



OFFICE BUILDING - FLOOR PLAN

REVISIONS

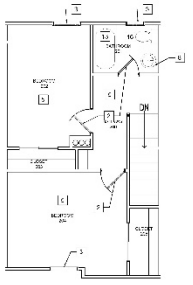
OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONSULTANTS

GLENWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

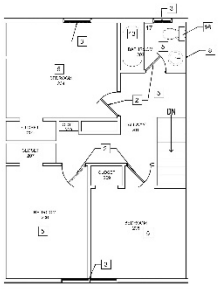
A2.1

DEMOLITION KEYED NOTES:

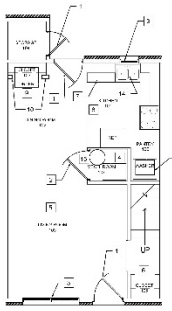
1. REMOVE AND SALVAGE EXISTING DOOR AND FRAME. DOOR TO BE REINSTALLED AT NEW OPENING. DOOR TO BE CUT DOWN AS REQUIRED TO FIT NEW OPENING. SEE DOOR SCHEDULE AND DOOR ELEVATIONS FOR ADDITIONAL INFORMATION.
2. REMOVE AND SALVAGE EXISTING KITCHEN CABINETS AND COUNTERTOPS. PATCH AND REPAIR WALLS AS REQUIRED FOR NEW INSTALLATION.
3. REMOVE AND REPLACE EXISTING ALUMINUM AWNING WITH NEW SHELL VINYL WINDOWS. INSTALL AWNING AND WINDOW IN SAME OPENING. SEE WINDOW SCHEDULE.
4. REMOVE AND REPLACE EXISTING CONCRETE STEPS AND LANDING AS REQUIRED TO MEET NEW FINISH FLOOR ELEVATIONS. SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS AND DETAILS.
5. REMOVE AND SALVAGE EXISTING TOILET ACCESSORIES AND MIRROR. STORE FOR REINSTALLATION.
6. EXISTING INTERIOR DOOR CLOSET AT BOTTOM OF STAIR LANDING TO REMAIN.
7. REMOVE AND SALVAGE EXISTING KITCHEN CABINETS AND COUNTERTOPS. REMOVE AND DISPOSE OF ALL PLUMBING AND ELECTRICAL CONNECTIONS. CAP OFF PLUMBING AND ELECTRICAL AS REQUIRED FOR NEW INSTALLATION.
8. EXISTING WALL TO REMAIN. PATCH AND REPAIR AS NEEDED.
9. REMOVE AND SALVAGE EXISTING MIRROR. REINSTALL AS SHOWN ON ELEVATIONS.
10. EXISTING ELECTRIC CLOSET TO REMAIN. SEE ELECTRICAL DRAWINGS.
11. DEMOLISH EXISTING ELECTRICAL PANEL AND ASSOCIATED WIRING.
12. NOT USED.
13. EXISTING TUB TO REMAIN.
14. REMOVE EXISTING KITCHEN SINK AND NEW FAUCET. SEE PLUMBING DRAWINGS FOR SPECIFICATIONS. SEE INTERIOR FINISH SCHEDULE FOR FINISHES.
15. REMOVE AND SALVAGE EXISTING BATHROOM MIRROR. STORE FOR REINSTALLATION.
16. EXISTING WATER HEATER TO REMAIN.
17. REMOVE AND REPLACE ALL WOOD TRIM, CASING, DOORS, CEILING, WALLS AND FLOORS AS NEEDED TO MEET NEW FINISH FLOOR ELEVATIONS.



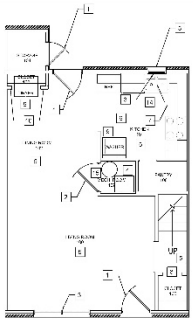
DEMO-(TYP) 2-BEDROOM 2ND FLOOR PLAN



DEMO-(TYP) 3-BEDROOM 2ND FLOOR PLAN



DEMO-(TYP) 2-BEDROOM 1ST FLOOR PLAN



DEMO-(TYP) 3-BEDROOM 1ST FLOOR PLAN

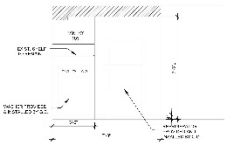
REVISIONS

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGEMENT CONSULTANTS
TELEPHONE (417) 831-4282

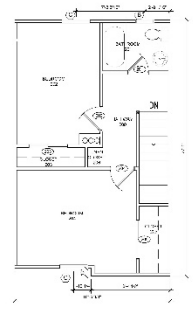
GLENWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MISSOURI

DATE
JUNE 30, 2022
CONTRACT NO.
SHEET NO.
A3

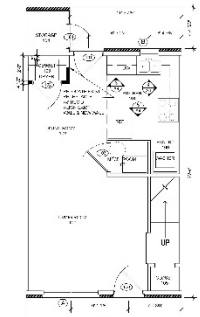
INTERIOR FINISH NOTES:



TYP. 2-BEDROOM MILLWORK ELEVATION



(TYPICAL) 2-BEDROOM 2ND FLOOR PLAN

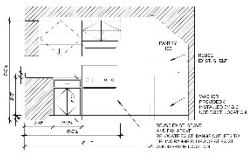


(TYPICAL) 2-BEDROOM 1ST FLOOR PLAN

DOOR SCHEDULE

NO.	DOOR CENTER		EXISTING OPENING		THICK	TYPE	FRAME	DOOR	HARDW.	THRESHOLD	LIGHT	RATED		LEAD GROUP	REMARKS
	LIGHT	STYLE	WIDTH	HEIGHT								H	L		
100	2'-0"	6'-8"	VARIES	VARIES	1 3/8"	01	PAINTED	WD.	PAINTED	WD.	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
101	2'-0"	6'-8"	VARIES	PATCH	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
102	2'-6"	6'-8"	VARIES	6'-8"	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
103	2'-0"	6'-8"	VARIES	VARIES	1 3/8"	02	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
104	2'-6"	6'-8"	VARIES	6'-8"	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
105	2'-0"	6'-8"	VARIES	VARIES	1 3/8"	02	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
106	2'-6"	6'-8"	VARIES	6'-8"	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
107	2'-0"	6'-8"	VARIES	VARIES	1 3/8"	02	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
108	2'-6"	6'-8"	VARIES	6'-8"	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
109	2'-0"	6'-8"	VARIES	VARIES	1 3/8"	02	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
110	2'-6"	6'-8"	VARIES	6'-8"	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
111	2'-0"	6'-8"	VARIES	VARIES	1 3/8"	02	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
112	2'-6"	6'-8"	VARIES	6'-8"	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
113	2'-0"	6'-8"	VARIES	VARIES	1 3/8"	02	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
114	2'-6"	6'-8"	VARIES	6'-8"	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
115	2'-0"	6'-8"	VARIES	VARIES	1 3/8"	02	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
116	2'-6"	6'-8"	VARIES	6'-8"	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
117	2'-0"	6'-8"	VARIES	VARIES	1 3/8"	02	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
118	2'-6"	6'-8"	VARIES	6'-8"	1 3/8"	01	PAINTED	VINYL	NONE	VINYL	NONE			6A	SEE NOTE 1 BELOW. SEE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.

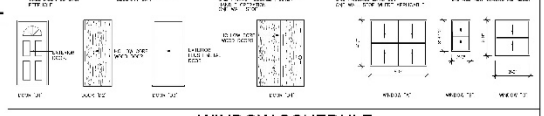
- EXISTING TO REMAIN -
- EXISTING TO REMAIN -



TYP. 2-BEDROOM MILLWORK ELEVATION

HARDWARE GROUPS

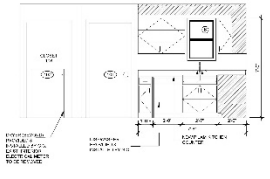
DOOR & WINDOWS TYPES



WINDOW SCHEDULE

MARK	DESCRIPTION	ROUGH OPENING WIDTH	ROUGH OPENING HEIGHT	GLAZING	U-VALUE	S.H.G.C.	VLT
(A)	VINYL SLIDING WINDOW	3'-0"	4'-6"	DOUBLE GLAZED			
(B)	VINYL SLIDING WINDOW	5'-0"	4'-6"	DOUBLE GLAZED			
(C)	VINYL SLIDING WINDOW	6'-0"	4'-6"	DOUBLE GLAZED			

WINDOW NOTE:



TYP. 2-BEDROOM MILLWORK ELEVATION

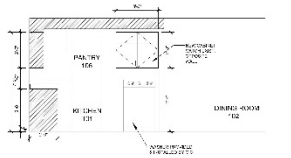
REVISIONS

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGEMENT CONSULTANTS
TELEPHONE (417) 831-4282

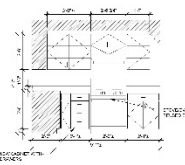
GLENWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MISSOURI

DATE
JUNE 30, 2022
CONTRACT NO.
SHEET NO.
A4

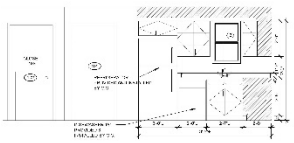
INTERIOR FINISH NOTES:



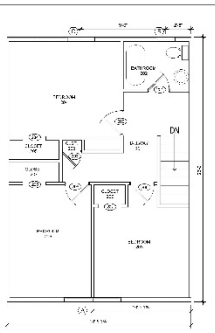
TYP. 3-BEDROOM MILLWORK ELEVATION



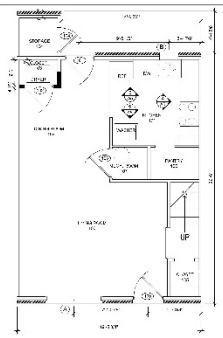
TYP. 3-BEDROOM MILLWORK ELEVATION



TYP. 3-BEDROOM MILLWORK ELEVATION



(TYPICAL) 3-BEDROOM 2ND FLOOR PLAN



(TYPICAL) 3-BEDROOM 1ST FLOOR PLAN

DOOR SCHEDULE

HARDWARE GROUPS

DOOR & WINDOWS TYPES

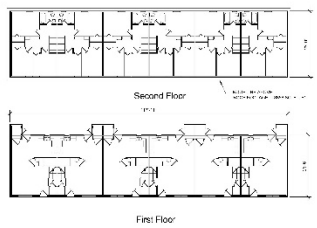
WINDOW SCHEDULE

WINDOW NOTE:

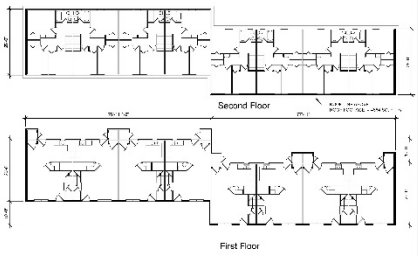
OKE-THOMAS + ASSOCIATES, INC.

GLENWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

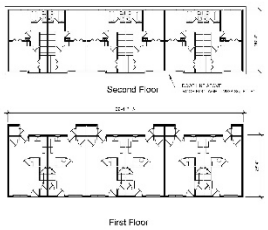
A5



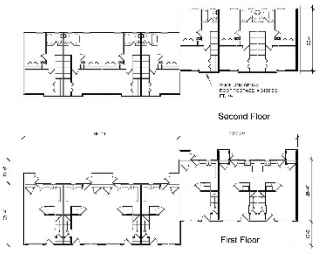
BLDG. "A" - (6 TYP. 3-BEDROOM UNIT) FLOOR PLAN



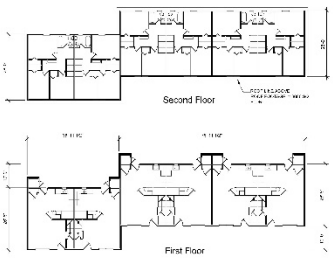
BLDG. "E" - (8TYP. 3-BEDROOM UNIT) FLOOR PLAN



BLDG. "C" - (6 TYP. 2-BEDROOM UNIT) REAR ELEVATION



BLDG. "B" - (7 TYP. 2-BEDROOM UNIT) REAR ELEVATION



BLDG. "D" - (6 TYP. 3-BEDROOM UNIT)

OKE-THOMAS + ASSOCIATES, INC.

GLENWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

A2

Exhibit E

TAX IMPACT ANALYSIS – GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

[Please see attached]

Glenwood Apartments

Tax Impact Analysis for 722 E. Glenwood

City of Springfield, MO
10/28/20 v2

Glenwood Apartments
2020 Real Estate Assessment & Taxes

722 E. Glenwood

Current Assessment Ratio	19%

	Appraised*	Assessed
Land	$ -	$ -
Improvements	$ 937,391	
Total	$ 937,391	

Jurisdiction	**Tax**	**Levy per $100**
State of Missouri		0.0300
County General Revenue		0.1248
County Road and Bridge		0.1248
County Sheltered Workshop		0.0467
County Library		0.2434
OTC College		0.1996
Springfield R12 Schools		4.2727
City of Springfield		0.6196
Senior District		0.0493
	$ -	5.7109

* Per Tax Assessor Estimate Using 2019 Actual NOI Valuation with 7.0% Cap Rate

Glenwood Apartments
Tax Impact Analysis - Assessment Assumptions

	2020								
	Appraised			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
Property						
722 E Glenwood	$ -	$ 937,391	$ 937,391	$ -	$ 178,104	$ 178,104
Totals	$ -	$ 937,391	$ 937,391	$ -	$ 178,104	$ 178,104

	Redevelopment Estimate					
	Appraised *			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
Property						
Commercial	$ -	$ -		$ -	$ -	$ -
Residential						
Glenwood Apartments		$ 1,782,292	$ 1,782,292	$ -	$ 338,635	$ 338,635
Totals	$ -	$ 1,782,292	$ 1,782,292	$ -	$ 338,635	$ 338,635

Breakdown of Land/Improvement Values
Assessment Ratio (Commercial) 32%
Assessment Ratio (Residential) 19%

* Based on Net Income Valuation

Glenwood Apartments
Tax Impact Analysis
Projected Tax Without Redevelopment

Biennial Growth Rate Assumptions - Real Estate Taxes -1%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	178,104	178,104	53.43	222.27	222.27	83.17	433.51	355.50	7,609.87	1,103.53	87.81	-	10,171.36
2	2022	-	178,104	178,104	53.43	222.27	222.27	83.17	433.51	355.50	7,609.87	1,103.53	87.81	-	10,171.36
3	2023	-	176,323	176,323	52.90	220.05	220.05	82.34	429.17	351.94	7,533.77	1,092.50	86.93	-	10,069.65
4	2024	-	176,323	176,323	52.90	220.05	220.05	82.34	429.17	351.94	7,533.77	1,092.50	86.93	-	10,069.65
5	2025	-	174,560	174,560	52.37	217.85	217.85	81.52	424.88	348.42	7,458.43	1,081.57	86.06	-	9,968.95
6	2026	-	174,560	174,560	52.37	217.85	217.85	81.52	424.88	348.42	7,458.43	1,081.57	86.06	-	9,968.95
7	2027	-	172,814	172,814	51.84	215.67	215.67	80.70	420.63	344.94	7,383.84	1,070.76	85.20	-	9,869.26
8	2028	-	172,814	172,814	51.84	215.67	215.67	80.70	420.63	344.94	7,383.84	1,070.76	85.20	-	9,869.26
9	2029	-	171,086	171,086	51.33	213.52	213.52	79.90	416.42	341.49	7,310.01	1,060.05	84.35	-	9,770.57
10	2030	-	171,086	171,086	51.33	213.52	213.52	79.90	416.42	341.49	7,310.01	1,060.05	84.35	-	9,770.57
		Total			523.73	2,178.73	2,178.73	815.28	4,249.22	3,484.57	74,591.82	10,816.84	860.67	-	99,699.59

Glenwood Apartments
Tax Impact Analysis
Projected Tax Revenue With Redevelopment but Without Abatement

Biennial Growth Rate Assumptions - Real Estate Taxes 3%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	338,635	338,635	101.59	422.62	422.62	158.14	824.24	675.92	14,468.88	2,098.19	166.95	-	19,339.13
2	2022	-	338,635	338,635	101.59	422.62	422.62	158.14	824.24	675.92	14,468.88	2,098.19	166.95	-	19,339.13
3	2023	-	348,795	348,795	104.64	435.30	435.30	162.89	848.97	696.19	14,902.95	2,161.13	171.96	-	19,919.31
4	2024	-	348,795	348,795	104.64	435.30	435.30	162.89	848.97	696.19	14,902.95	2,161.13	171.96	-	19,919.31
5	2025	-	359,258	359,258	107.78	448.35	448.35	167.77	874.43	717.08	15,350.03	2,225.97	177.11	-	20,516.89
6	2026	-	359,258	359,258	107.78	448.35	448.35	167.77	874.43	717.08	15,350.03	2,225.97	177.11	-	20,516.89
7	2027	-	370,036	370,036	111.01	461.81	461.81	172.81	900.67	738.59	15,810.53	2,292.74	182.43	-	21,132.39
8	2028	-	370,036	370,036	111.01	461.81	461.81	172.81	900.67	738.59	15,810.53	2,292.74	182.43	-	21,132.39
9	2029	-	381,137	381,137	114.34	475.66	475.66	177.99	927.69	760.75	16,284.85	2,361.53	187.90	-	21,766.37
10	2030	-	381,137	381,137	114.34	475.66	475.66	177.99	927.69	760.75	16,284.85	2,361.53	187.90	-	21,766.37
		Total			1,078.72	4,487.46	4,487.46	1,679.20	8,751.99	7,177.06	153,634.49	22,279.10	1,772.69	-	205,348.18

Glenwood Apartments
Tax Impact Analysis
Projected Tax Revenue With Redevelopment and Abatement

Annual Growth Rate Assumptions - Real Estate Taxes	3%
Estimated Abatement of Redevelopment Impact	100%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	178,104	178,104	53.43	222.27	222.27	83.17	433.51	355.50	7,609.87	1,103.53	87.81	-	10,171.36
2	2022	-	178,104	178,104	53.43	222.27	222.27	83.17	433.51	355.50	7,609.87	1,103.53	87.81	-	10,171.36
3	2023	-	183,447	183,447	55.03	228.94	228.94	85.67	446.51	366.16	7,838.16	1,136.64	90.44	-	10,476.50
4	2024	-	183,447	183,447	55.03	228.94	228.94	85.67	446.51	366.16	7,838.16	1,136.64	90.44	-	10,476.50
5	2025	-	188,951	188,951	56.69	235.81	235.81	88.24	459.91	377.15	8,073.31	1,170.74	93.15	-	10,790.80
6	2026	-	188,951	188,951	56.69	235.81	235.81	88.24	459.91	377.15	8,073.31	1,170.74	93.15	-	10,790.80
7	2027	-	194,619	194,619	58.39	242.89	242.89	90.89	473.70	388.46	8,315.50	1,205.86	95.95	-	11,114.52
8	2028	-	194,619	194,619	58.39	242.89	242.89	90.89	473.70	388.46	8,315.50	1,205.86	95.95	-	11,114.52
9	2029	-	200,458	200,458	60.14	250.17	250.17	93.61	487.91	400.11	8,564.97	1,242.04	98.83	-	11,447.96
10	2030	-	200,458	200,458	60.14	250.17	250.17	93.61	487.91	400.11	8,564.97	1,242.04	98.83	-	11,447.96
		Total			567.35	2,360.17	2,360.17	883.17	4,603.08	3,774.76	80,803.61	11,717.63	932.34	-	108,002.28

Glenwood Apartments
Tax Impact Analysis

Jurisdiction	Ten Year Tax Revenue: Without Redevelopment or Abatement	Ten Year Tax Revenue: With Redevelopment and Abatement	Impact on Jurisdiction
State of Missouri	$ 523.73	$ 567.35	$ 43.61
County General	$ 2,178.73	$ 2,360.17	$ 181.44
Road	$ 2,178.73	$ 2,360.17	$ 181.44
Co Dev Dis	$ 815.28	$ 883.17	$ 67.89
Library	$ 4,249.22	$ 4,603.08	$ 353.86
OCT College	$ 3,484.57	$ 3,774.76	$ 290.19
R12 Schools	$ 74,591.82	$ 80,803.61	$ 6,211.79
City of Springfield	$ 10,816.84	$ 11,717.63	$ 900.80
Senior District	$ 860.67	$ 932.34	$ 71.67
Commercial Sur Tax	$ -	$ -	$ -
Totals	$ 99,699.59	$ 108,002.28	$ 8,302.70

Ten Year
Project Trending

Glenwood Apartments

Percent Annual Adjustment:	
2.00%	Income
3.00%	Expense
3.00%	Reserves
7.00%	Vacancy Rate
2.00%	Other Income

	Year One		Year Two		Year Three		Year Four	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	155,604	155,604	158,716	158,716	161,890	161,890	165,128	165,128
Gross Rental Income (Affordable Other)	170,508	170,508	173,918	173,918	177,397	177,397	180,944	180,944
Other Income	5,920	5,920	6,038	6,038	6,159	6,159	6,282	6,282
Subtotal Income	332,032	332,032	338,672	338,672	345,446	345,446	352,355	352,355
Less Vacancy	(23,242)	(23,242)	(23,707)	(23,707)	(24,181)	(24,181)	(24,665)	(24,665)
Total Income	308,789	308,789	314,965	314,965	321,264	321,264	327,690	327,690
Expenses								
Administrative	32,571	32,571	33,548	33,548	34,555	34,555	35,591	35,591
Asset Management Fee	15,439	15,439	15,903	15,903	16,380	16,380	16,871	16,871
Tenant Services	1,683	1,683	1,733	1,733	1,785	1,785	1,839	1,839
Utility Expense	19,722	19,722	20,313	20,313	20,923	20,923	21,550	21,550
Ordinary maintenance and Operations	60,534	60,534	62,350	62,350	64,221	64,221	66,147	66,147
Protective Services	6,100	6,100	6,283	6,283	6,471	6,471	6,666	6,666
Real Estate Taxes or PILOT	19,339	10,171	19,339	10,171	19,919	10,477	19,919	10,477
Property Insurance	11,203	11,203	11,539	11,539	11,885	11,885	12,242	12,242
Liability Insurance	3,538	3,538	3,644	3,644	3,753	3,753	3,866	3,866
Other General Expenses	2,350	2,350	2,421	2,421	2,493	2,493	2,568	2,568
Total Operating Expenses	172,479	163,311	177,653	167,905	182,983	172,942	188,472	177,816
Reserve for Replacements	11,550	11,550	11,897	11,550	12,253	11,550	12,621	11,550
TOTAL EXPENSES INCLUDING RESERVES	184,029	174,861	189,550	179,455	195,236	184,492	201,093	189,366
NET OPERATING INCOME	124,761	133,928	125,416	135,510	126,028	136,772	126,597	138,323
Less Debt Service - 1st Mort.	116,692	116,692	116,692	116,692	116,692	116,692	116,692	116,692
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	8,069	17,236	8,723	18,818	9,336	20,080	9,904	21,631
Loan to Value	75.19%	80.24%	75.81%	81.19%	76.41%	81.96%	77.00%	82.97%
Debt Coverag Ratio Bank Loan	1.07	1.15	1.07	1.16	1.08	1.17	1.08	1.19
Market Value	1,817,474	1,939,710	1,830,827	1,960,797	1,843,756	1,977,626	1,856,234	1,998,310

Ten Year
Project Trending Glenwood Apartments

	Year Five		Year Six		Year Seven		Year Eight	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	168,431	168,431	171,799	171,799	175,235	175,235	178,740	178,740
Gross Rental Income (Affordable Other)	184,563	184,563	188,255	188,255	192,020	192,020	195,860	195,860
Other Income	6,408	6,408	6,536	6,536	6,666	6,666	6,800	6,800
Subtotal Income	359,402	359,402	366,590	366,590	373,921	373,921	381,400	381,400
Less Vacancy	(25,158)	(25,158)	(25,661)	(25,661)	(26,175)	(26,175)	(26,698)	(26,698)
Total Income	334,244	334,244	340,928	340,928	347,747	347,747	354,702	354,702
Expenses								
Administrative	36,659	36,659	37,759	37,759	38,892	38,892	40,058	40,058
Asset Management Fee	17,377	17,377	17,899	17,899	18,436	18,436	18,989	18,989
Tenant Services	1,894	1,894	1,951	1,951	2,009	2,009	2,069	2,069
Utility Expense	22,197	22,197	22,863	22,863	23,549	23,549	24,255	24,255
Ordinary maintenance and Operations	68,132	68,132	70,176	70,176	72,281	72,281	74,449	74,449
Protective Services	6,866	6,866	7,072	7,072	7,284	7,284	7,502	7,502
Real Estate Taxes or PILOT	20,517	10,791	20,517	10,791	21,132	11,115	21,132	11,115
Property Insurance	12,609	12,609	12,987	12,987	13,377	13,377	13,778	13,778
Liability Insurance	3,982	3,982	4,101	4,101	4,224	4,224	4,351	4,351
Other General Expenses	2,645	2,645	2,724	2,724	2,806	2,806	2,890	2,890
Total Operating Expenses	194,126	183,151	199,950	188,322	205,949	193,971	212,127	199,457
Reserve for Replacements	13,000	11,550	13,390	11,550	13,791	11,550	14,205	11,550
TOTAL EXPENSES INCLUDING RESERVES	207,126	194,701	213,340	199,872	219,740	205,521	226,332	211,007
NET OPERATING INCOME	127,118	139,543	127,589	141,057	128,007	142,226	128,370	143,695
Less Debt Service - 1st Mort.	116,692	116,692	116,692	116,692	116,692	116,692	116,692	116,692
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	10,425	22,850	10,897	24,365	11,315	25,533	11,678	27,003
Loan to Value	77.64%	83.72%	78.19%	84.64%	78.72%	85.37%	79.22%	86.26%
Debt Coverag Ratio Bank Loan	1.09	1.20	1.09	1.21	1.10	1.22	1.10	1.23
Market Value	1,868,229	2,014,568	1,879,710	2,034,755	1,890,644	2,050,341	1,900,997	2,069,930

Ten Year
Project Trending Glenwood Apartments

	Year Nine		Year Ten	
	Projections	W/Abatement	Projections	W/Abatement
Income				
Gross Rental Income (RAD)	182,315	182,315	185,961	185,961
Gross Rental Income (Affordable Other)	199,777	199,777	203,773	203,773
Other Income	6,936	6,936	7,074	7,074
Subtotal Income	389,028	389,028	396,808	396,808
Less Vacancy	(27,232)	(27,232)	(27,777)	(27,777)
Total Income	361,796	361,796	369,032	369,032
Expenses				
Administrative	41,260	41,260	42,498	42,498
Asset Management Fee	19,558	19,558	20,145	20,145
Tenant Services	2,131	2,131	2,195	2,195
Utility Expense	24,983	24,983	25,732	25,732
Ordinary maintenance and Operations	76,683	76,683	78,983	78,983
Protective Services	7,727	7,727	7,959	7,959
Real Estate Taxes or PILOT	21,766	11,448	21,766	11,448
Property Insurance	14,192	14,192	14,617	14,617
Liability Insurance	4,482	4,482	4,616	4,616
Other General Expenses	2,977	2,977	3,066	3,066
Total Operating Expenses	218,491	205,441	225,046	211,261
Reserve for Replacements	14,631	11,550	15,070	11,550
TOTAL EXPENSES INCLUDING RESERVES	233,122	216,991	240,116	222,811
NET OPERATING INCOME	128,674	144,805	128,916	146,221
Less Debt Service - 1st Mort.	116,692	116,692	116,692	116,692
Less Debt Service - Other Amortizing	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	11,982	28,113	12,224	29,529
Loan to Value	79.70%	86.96%	80.16%	87.83%
Debt Coverag Ratio Bank Loan	1.10	1.24	1.10	1.25
Market Value	1,910,733	2,084,735	1,919,816	2,103,616

Loan Calculator with Extra Payments

	Enter Values	Instructions
Loan Amount	$2,419,500.00	
Annual Interest Rate	3.74%	
Loan Period in Years	40	Must be between 1 and 30 years.
Start Date of Loan	1/1/2021	
Optional Extra Payments		If your extra payments vary, enter them in the table below.

Scheduled Monthly Payment	$ 9,724.34	116,692	Annual Debt Service
Scheduled Number of Payments	480		
Actual Number of Payments	361		
Total Early Payments	$ -		
Total Interest	$ 2,053,559.12		

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2021	$ 2,419,500.00	$ 9,724.34	$ -	$ 9,724.34	$ 2,183.56	$ 7,540.78	$ 2,417,316.44
2	2/1/2021	2,417,316.44	9,724.34	-	9,724.34	2,190.37	7,533.97	2,415,126.07
3	3/1/2021	2,415,126.07	9,724.34	-	9,724.34	2,197.20	7,527.14	2,412,928.87
4	4/1/2021	2,412,928.87	9,724.34	-	9,724.34	2,204.04	7,520.29	2,410,724.83
5	5/1/2021	2,410,724.83	9,724.34	-	9,724.34	2,210.91	7,513.43	2,408,513.91
6	6/1/2021	2,408,513.91	9,724.34	-	9,724.34	2,217.80	7,506.54	2,406,296.11
7	7/1/2021	2,406,296.11	9,724.34	-	9,724.34	2,224.72	7,499.62	2,404,071.39
8	8/1/2021	2,404,071.39	9,724.34	-	9,724.34	2,231.65	7,492.69	2,401,839.74
9	9/1/2021	2,401,839.74	9,724.34	-	9,724.34	2,238.60	7,485.73	2,399,601.14
10	10/1/2021	2,399,601.14	9,724.34	-	9,724.34	2,245.58	7,478.76	2,397,355.56
11	11/1/2021	2,397,355.56	9,724.34	-	9,724.34	2,252.58	7,471.76	2,395,102.98
12	12/1/2021	2,395,102.98	9,724.34	-	9,724.34	2,259.60	7,464.74	2,392,843.38
13	1/1/2022	2,392,843.38	9,724.34	-	9,724.34	2,266.64	7,457.70	2,390,576.73
14	2/1/2022	2,390,576.73	9,724.34	-	9,724.34	2,273.71	7,450.63	2,388,303.02
15	3/1/2022	2,388,303.02	9,724.34	-	9,724.34	2,280.79	7,443.54	2,386,022.23
16	4/1/2022	2,386,022.23	9,724.34	-	9,724.34	2,287.90	7,436.44	2,383,734.33
17	5/1/2022	2,383,734.33	9,724.34	-	9,724.34	2,295.03	7,429.31	2,381,439.29
18	6/1/2022	2,381,439.29	9,724.34	-	9,724.34	2,302.19	7,422.15	2,379,137.11
19	7/1/2022	2,379,137.11	9,724.34	-	9,724.34	2,309.36	7,414.98	2,376,827.75
20	8/1/2022	2,376,827.75	9,724.34	-	9,724.34	2,316.56	7,407.78	2,374,511.19
21	9/1/2022	2,374,511.19	9,724.34	-	9,724.34	2,323.78	7,400.56	2,372,187.41
22	10/1/2022	2,372,187.41	9,724.34	-	9,724.34	2,331.02	7,393.32	2,369,856.39
23	11/1/2022	2,369,856.39	9,724.34	-	9,724.34	2,338.29	7,386.05	2,367,518.10
24	12/1/2022	2,367,518.10	9,724.34	-	9,724.34	2,345.57	7,378.76	2,365,172.52
25	1/1/2023	2,365,172.52	9,724.34	-	9,724.34	2,352.88	7,371.45	2,362,819.64
26	2/1/2023	2,362,819.64	9,724.34	-	9,724.34	2,360.22	7,364.12	2,360,459.42
27	3/1/2023	2,360,459.42	9,724.34	-	9,724.34	2,367.57	7,356.77	2,358,091.85
28	4/1/2023	2,358,091.85	9,724.34	-	9,724.34	2,374.95	7,349.39	2,355,716.90
29	5/1/2023	2,355,716.90	9,724.34	-	9,724.34	2,382.35	7,341.98	2,353,334.54
30	6/1/2023	2,353,334.54	9,724.34	-	9,724.34	2,389.78	7,334.56	2,350,944.76
31	7/1/2023	2,350,944.76	9,724.34	-	9,724.34	2,397.23	7,327.11	2,348,547.53
32	8/1/2023	2,348,547.53	9,724.34	-	9,724.34	2,404.70	7,319.64	2,346,142.84
33	9/1/2023	2,346,142.84	9,724.34	-	9,724.34	2,412.19	7,312.15	2,343,730.64
34	10/1/2023	2,343,730.64	9,724.34	-	9,724.34	2,419.71	7,304.63	2,341,310.93
35	11/1/2023	2,341,310.93	9,724.34	-	9,724.34	2,427.25	7,297.09	2,338,883.68
36	12/1/2023	2,338,883.68	9,724.34	-	9,724.34	2,434.82	7,289.52	2,336,448.86
37	1/1/2024	2,336,448.86	9,724.34	-	9,724.34	2,442.41	7,281.93	2,334,006.45
38	2/1/2024	2,334,006.45	9,724.34	-	9,724.34	2,450.02	7,274.32	2,331,556.43
39	3/1/2024	2,331,556.43	9,724.34	-	9,724.34	2,457.65	7,266.68	2,329,098.78
40	4/1/2024	2,329,098.78	9,724.34	-	9,724.34	2,465.31	7,259.02	2,326,633.47
41	5/1/2024	2,326,633.47	9,724.34	-	9,724.34	2,473.00	7,251.34	2,324,160.47
42	6/1/2024	2,324,160.47	9,724.34	-	9,724.34	2,480.71	7,243.63	2,321,679.76
43	7/1/2024	2,321,679.76	9,724.34	-	9,724.34	2,488.44	7,235.90	2,319,191.32
44	8/1/2024	2,319,191.32	9,724.34	-	9,724.34	2,496.19	7,228.15	2,316,695.13
45	9/1/2024	2,316,695.13	9,724.34	-	9,724.34	2,503.97	7,220.37	2,314,191.16
46	10/1/2024	2,314,191.16	9,724.34	-	9,724.34	2,511.78	7,212.56	2,311,679.38
47	11/1/2024	2,311,679.38	9,724.34	-	9,724.34	2,519.60	7,204.73	2,309,159.78
48	12/1/2024	2,309,159.78	9,724.34	-	9,724.34	2,527.46	7,196.88	2,306,632.32
49	1/1/2025	2,306,632.32	9,724.34	-	9,724.34	2,535.33	7,189.00	2,304,096.99

SFG SPECIALTY FINANCE GROUP

A Division of Cedar Rapids Bank & Trust

September 22, 2020

Ms. Holly Knight
BGC Advantage, LLC
192 Bastille Lane, Suite 300
Ruston, LA 71270

Dear Holly:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt construction/equity bridge and term bond/loan term sheet for your Keystone RAD Apartment Section 8 Acquisition Rehabilitation project located in Springfield, MO. The following outlines the general loan terms and conditions for your review and consideration:

4% LIHTC Tax Exempt Permanent Term Bond/Loan "A Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Loan Amount:	Lesser of (a) $20,200,000 (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan or (c) the amount such that the loan amount will not exceed 90% of the As Completed Stabilized Appraised Value.
Purpose:	Proceeds shall be used for the acquisition and construction costs associated with the project, with the funds beyond those used for the acquisition of the property only being advanced based on required/approved construction draws.
Tax Exempt Interest Rate:	The estimated tax-exempt fixed interest rate as of September 10, 2020 is 3.74%. The interest rate shall be fixed by a SWAP Agreement that is calculated to have the loan immediately fund, with the underlying Loan accruing interest at the tax exempt rate of 79% of 30 Day Libor + 2.00%. The SWAP loan structure/term will include 3 years of interest only followed by 18 years of principal and interest with 40 year amortization. Excess loan proceeds beyond those required to acquire the property will be held in escrow in a restricted money market account at CRBT until theses proceeds are used for required/approved construction draws for the rehabilitation of the property as needed. The money market will pay an interest rate of 0.50% estimated as of August 3, 2020, and will adjust quarterly based on changes in market conditions.

	Rate estimates above will continue to fluctuate based on the Market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the SWAP in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.
Loan Fee:	$10,000.
Maturity Date:	21 years
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Repayment Terms:	Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 21 year term.
Collateral:	First Real Estate Mortgage on the real property for the project referred to as Keystone RAD Apartments located Springfield, MO, and an assignment of rents and leases of the real property.
Guarantors:	**Construction**: Full Recourse Guarantees from the Developer/Owners and the General Partner. **Perm**: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

4% LIHTC Tax Exempt Draw-Up Construction/Equity Bridge Bond/Loan "B Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Draw-Up Loan Facility:	Up to $2,000,000 or the amount necessary to meet or exceed the 50% Tax Exempt Bond Test measured at the funding of the loan, which may include a cushion by the Sponsor to ensure that the 50% Test is met.
Loan Term:	36 Months.
Use of Proceeds:	Proceeds shall be used for the construction costs associated with the project and will not be advanced until 100% of the escrowed term bond/loan proceeds are fully advanced and funded first.
Tax Exempt Rate Options:	Option #1: Tax Exempt - Floating interest rate at WSJ Prime + 0.25% = 3.50% (estimated as of 9/10/20).

	Option #2: Tax Exempt - Fixed interest rate option at 3.85% (fixed interest rate option will be indexed at 35 basis points (.35%) over the floating rate option estimated as of 9/10/20).
Loan Origination Fee:	.50% of the loan amount estimated to be $13,750.
Maturity Date:	The first to occur of (a) 36 months (3 years) from the closing date or (b) receipt of sufficient Tax Credit Equity to repay the Loan Facility.
Disbursements:	Bridge Lender requires that the development sources and uses at all times be in balance, and accordingly, that all Borrower owner equity required for the rehabilitation be funded and disbursed prior to draws on the Loan Facility. Bridge Lender may, in its discretion, approve disbursement of the Loan Facility on a more accelerated disbursement schedule (including full disbursement of the Loan Facility ahead of disbursement of other debt financing).
Amortization:	None.
Prepayment Penalty:	None.
Security Interest:	The Loan Facility shall be secured by a first priority Assignment of the Capital Contributions, pursuant to which Borrower and General Partner pledge their right to receive the Tax Credit Equity as security for the Bridge Loan, and a first priority pledge of the general partner interest in the Borrower.
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Prepayment Terms:	Interest only during the construction period with all unpaid principal and interest due at maturity of the 3 year term.
Loan Agreements:	Borrower's loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT's legal counsel, Winthrop & Weinstine in Minneapolis, MN.
Due Diligence:	The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to: (i) Appraisal including a Market and Feasibility Study (ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns; (iii) Phase I environmental report; (iv) 42(m) letter issued by the allocating agency with respect to the Project; (v) Financial statements of Investor, if requested by Lender; (vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;

(vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;

(viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;

(ix) An ALTA survey of the Project;

(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;

(xi) The receipt of insurance coverage for the Project acceptable to Lender;

(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:

1. Developer resume/biography;
2. Previous Tax Credit Development Experience;
3. Project Overview;
4. Discussion and details of ownership structure for Project;
5. Project timeline;
6. Overall sources and uses for entire Project;
7. Detailed breakdown of Tax Credits;
8. Identification and background/resume of architect;
9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and

(xiii) Other items as requested during further review.

GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. For conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence immediately when the loan is funded.
5. CRBT reserves the right to request monthly financial statements in the event the projects DSCR falls below 1.05.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Reserve Accounts for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval.
If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by September 30, 2020 and will also expire if the Loan Facility is not closed by January 31, 2021.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Tyler Clark
Assistant Vice President
Specialty Finance Group

Accepted by: _____ Date: _____

Title: _____

RED STONE™
EQUITY PARTNERS

September 22, 2020

Mrs. Holly Knight
BGC Advantage, L.L.C.
1910 Farmerville Highway
Ruston, LA 71270

Re: Keystone Family Homes
Springfield, Missouri

Dear Mrs. Knight,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Keystone Family Homes (the "Project") located in Springfield, Missouri. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in Keystone Family Homes, LP, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, renovate and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 297 residential units for rent to low-income families. The Project will consists of multiple scattered sites located in the City of Springfield, Greene County, within the State of Missouri. Within the Project, 293 of the units are expected to be Housing Credit compliant, with four (4) additional units being designated as management units. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Missouri Housing Development Commission (the "Agency"). The means for such conformance shall be reviewed by and be acceptable to Red Stone.

6000 Fairview Road, Suite 550, Charlotte, NC 28210
TEL: 704-200-9500 WEB: www.rsequity.com
Boston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Los Angeles ▪ New York ▪ San Diego

Number of Units	Income Restrictions	Project Site
75	60% AMI / RAD	Bolivar Road
1	Manager Unit	Bolivar Road
79	60% AMI / RAD	Cedarbrook
1	Manager Unit	Cedarbrook
20	60% AMI / RAD	Circle Apartments
24	60% AMI / RAD	Dogwood Square
32	60% AMI / RAD	Glenwood
1	Manager Unit	Glenwood
32	60% AMI / RAD	Scattered Sites
32	60% AMI / RAD	Villa Marie
1	Manager Unit	Villa Marie

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	November 1, 2020
Completion Date	April 1, 2023
First Unit Leased	January 1, 2021
Last Unit Leased	January 31, 2023
Stabilized Operations	October 1, 2023

2. **Project Ownership**. Keystone Family Homes GP, LLC (the "General Partner") will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	Keystone Family Homes GP, L.L.C.	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	BGC Advantage, L.L.C.	[redacted]
Guarantors[1]	BGC Advantage, L.L.C. (corporate), Holly Knight (personally), and/or other entities acceptable to Red Stone	
General Contractor	To-be-determined	
Property Manager	To-be-determined	

[1] The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project is expecting to receive an allocation of 4% Housing Credits from the Agency for the year 2020 in an annual amount of $1,393,374. The total Housing Credits anticipated to be delivered to the Partnership is $13,933,374 (the "Projected Federal LIHTC").

4. **Capital Contribution**. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of $12,608,775, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	$13,933,374	$13,932,349	$0.905	$12,608,775
			Total	**$12,608,775**

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 1 year; and 100% of depreciation on personal property being taken over 1 year. The allocation of the depreciable line items is subject to Red Stone's review and approval.

A. 10.00% ($1,260,878) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) the long-term HAP contact is in place, (e) receipt of commitments of the additional financing sources described in Paragraph 11, and (f) closing and initial funding of the construction loan and the soft loans.

B. 25.00% ($3,152,194) shall be paid upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) achievement of 50% construction completion as certified by the Project architect and as verified by Red Stone, and (c) July 1, 2022.

C. 22.50% ($2,836,974) shall be paid upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) achievement of 75% construction completion as certified by the Project architect and as verified by Red Stone, and (c) January 1, 2023.

D. 10.00% ($1,260,878) shall be paid upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) April 1, 2023.

E. 30.00% ($3,782,633) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) the long-term HAP contract is in place, (h) calculations of the preliminary adjusters have been prepared, and (i) October 1, 2023.

F. 2.50% ($315,219) upon the later of (a) satisfaction of the funding conditions described in (E) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, (d) calculations of final adjusters have been prepared, and (e) January 1, 2024.

5. **Adjusters**.

A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.905 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) $0.905 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. Timing of Housing Credit Delivery. In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) $0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves**. The Partnership will fund the following reserves:

A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fifth Capital Contribution equal to six months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently projected to be $1,205,988). Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to six months OERDS (currently projected to be $1,205,988) (the "Minimum Balance") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. Notwithstanding the foregoing, the General Partner shall be entitled to withdraw funds from the Operating Reserve in excess of the Minimum Balance without Red Stone's consent; provided, however the General Partner shall provide notification of any such withdrawals. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

B. Replacement Reserve. A capitalized Replacement Reserve in the amount of $500,000 shall be established for the benefit of the Partnership in a segregated account no later than the payment of the fifth capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $350 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.

7. **Guarantees**. The Guarantors will guarantee the following obligations of the General Partner:

A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will constitute non-interest bearing loans to the Partnership or capital contributions and Guarantors will have any right to receive any repayment on account of such payments.

B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:

(i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 6 consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute loans at AFR to the Partnership by the General Partner which shall be repaid from the distribution of sale proceeds pursuant to Section 10(C).

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be equal to six months OERDS (currently projected to be $1,205,988) (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio each of the last consecutive 4 quarters of the ODG Period, and the long-term HAP contract remains in place. Any amounts so advanced will constitute loans ("Operating Deficit Loan") at AFR repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10. The debt service coverage ratio will be further defined in the forthcoming Partnership Agreement but will include a 5% vacancy rate on subsidized unit revenue and a 7% vacancy on unsubsidized unit revenue.

(iii) Notwithstanding anything to contrary, the Guarantors will be obligated to cover any operating deficits due to the loss or reduction of the HAP Contract throughout the compliance period

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction**. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $20,841,209 in addition to a hard cost contingency equal to 10% of the contract amount. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.

9. **Fees**. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

A. Developer Fee. The Developer will earn a developer fee of $3,254,000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $1,206,345 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be $2,047,655 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or % *
Fifth Capital Contribution	66%
Sixth Capital Contribution	34%

* To the extent necessary, adjustments to the payment of the Cash Development Fee may be required to ensure that an amount equal to no less than 10% of the permanent loan is held until permanent loan conversion.

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

B. Property Management Fee. The property management fee will total approximately 5.50% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Partnership will pay Red Stone an annual asset management fee in an amount equal to $10,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Partnership Management Fee. The Partnership will pay the General Partner an annual partnership management fee in an amount equal to $10,000 per annum. The partnership management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

E. Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. **Distribution of Tax and Cash Benefits**.

A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.990% to the Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.

B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Limited Partner in proportion to any tax liability incurred by such partner;

(ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;

(iii) to the Limited Partner as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) 40% to the payment of the Seller Note;

(vii) to the payment of any debts owed to the General Partner;

(viii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

(ix) the balance, 0.009% to the General Partner, 0.001% to the Special Limited Partner and 99.990% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.

C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;

(iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;

(iv) to the Limited Partner in an amount equal to any projected exit taxes:

(v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing**. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. Permanent Loan. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of cash flow
CRB&T Perm Loan – $20,200,000	Hard	3.74%	216	480	100%
Seller Note - $9,258,590	Soft	5.00%	504	N/A	40%
Operating Income during construction - $331,099	N/A	N/A	N/A	N/A	N/A

12. **Purchase Option and Right of First Refusal**. For a period of 2 years following the compliance period, the Housing Authority as a member of the General Partner shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the General Partner at its discretion, the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3. If the General Partner is a not for profit entity, the purchase price shall be the amount required pursuant to Section 42(i) of the Code.

13. **Due Diligence, Opinions and Financial Projections**. The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to $85,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Partnership Closing**. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity**. Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

16. **Early Exit**. Red Stone hereby acknowledges it is the intent of the General Partner to exit the Partnership as soon as reasonably possible following the end of the credit period. Furthermore, Red Stone in consultation with its investors hereby agrees to use commercially reasonable best efforts to effectuate an early exit from the Partnership through a to-be-defined provision in the Partnership Agreement which may include a put or purchase of the interest of the Limited and Special Limited Partners.

17. **Pre-Development Loan**. Upon the execution of this Letter of Intent, counter signature by Red Stone and the execution of Red Stone's pre-development loan documents, Red Stone will provide a pre-development loan for Project expenses incurred after the date of this letter in an amount of up to $500,000 with an interest rate of 8%, a 1% origination fee, and a maturity of January 1, 2021. Full joint and several repayment guarantees will be provided by the Guarantors.

[Remainder of page left intentionally blank]

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter. The terms of this letter are not binding until countersigned and accepted by an authorized officer of Red Stone.

Sincerely,

By: 
Name: Darren T. Swanson
Title: Managing Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

August 7, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806

Dear Ms. Wolfram:

Attached please find an amended CHAP Exhibit A for 222 units at the following RAD projects: 48 units at SOUTH TOWER (MO058000002), 33 units at MADISON TOWER (MO058000003) and 141 units at BOLIVAR ROAD (MO058000004), whose initial CHAP was awarded December 13, 2017. As this project is already being processed for conversion, all of the established CHAP milestone due dates will remain in effect, with any extension requests subject to the same approvals as established in the original CHAP.

With the issuance of this amended CHAP Exhibit A, you are required to update all relevant information on the RAD Resource Desk, including, but not limited to, the Transaction Log and Rent Schedule, so that the transaction accurately reflects these rents, number of units and configuration presented herein. In addition, please take appropriate action if this amendment requires a Significant Amendment to your Public Housing Agency Five Year or Annual Plan.

If you have any questions regarding this Amendment, please contact your Transaction Manager.

Sincerely,

Thomas R. Davis
Director
Office of Recapitalization

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Pre-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$478	$77	$555
14	1	$478	$77	$555
24	1	$478	$79	$557
18	1	$478	$144	$622
3	1	$478	$163	$641
15	2	$618	$94	$712
33	2	$618	$94	$712
32	2	$618	$97	$715
13	2	$618	$94	$712
16	2	$618	$200	$818

12	2	$618	$200	$818
6	3	$757	$112	$869
10	3	$757	$112	$869
4	3	$757	$117	$874
10	3	$757	$112	$869
9	3	$757	$248	$1,005

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Post-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$484	$70	$554
14	1	$488	$64	$552
24	1	$491	$62	$553
18	1	$494	$123	$617
3	1	$495	$141	$636
15	2	$633	$75	$708
33	2	$633	$74	$707
32	2	$638	$71	$709
13	2	$634	$73	$707
16	2	$656	$150	$806

12	2	$656	$150	$806
6	3	$778	$84	$862
10	3	$778	$84	$862
4	3	$786	$78	$864
10	3	$781	$80	$861
9	3	$820	$164	$984

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

The RAD Contract Rents are inclusive of utility savings.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Minneapolis, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

September 17, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806-2938

Dear Ms. Wolfram:

On December 13, 2017, since amended, the Department awarded the Springfield Housing Authority (SHA) a Rental Assistance Demonstration (RAD) Commitment to enter into Housing Assistance Payments (CHAP) at Bolivar Road, MO058000004. The Department amended the CHAP award on August 7, 2020, per Notice PIH 2018-04 (HA) "Notice" 3A.3.c "Comprehensive Rehabilitation or Replacement through Rental Assistance Demonstration (RAD)". The Office of Recapitalization issued the RAD Conversion Commitment (RCC) on September 16, 2020 for the 297 dwelling units in the covered project. Consequently, the Special Applications Center (SAC) amended RAD application DDA0008689, removing 17 Annual Contributions Contract (ACC) units from AMP MO058000002; 11 ACC units from AMP MO058000003; and 47 ACC units from MO058000004. The SAC created application DDA0010985, disposition of 17 dwelling units within 10 dwelling buildings at South Tower, MO058000002; 11 dwelling units within 11 dwelling buildings at Madison Tower, MO058000003; and 47 dwelling units within 19 dwelling buildings at Bolivar Road, MO058000004, in the Public and Indian Housing Information Center (PIC).

Environmental Assessment and Fair Housing and Equal Opportunity Certifications, Significant Amendment to PHA Plan and RAD Conversion Commitment

The City of Springfield, per 24 CFR part 58, performed the environmental assessment, and the St. Louis Office of Public Housing (OPH) authorized the use of grant funds (HUD-7015.16) on August 18, 2020.

The Region VII Office of Fair Housing and Equal Opportunity (FHEO) approved the RAD Relocation Checklist on April 1, 2020.

Per 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable per 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the U.S. Housing Act of 1937, "the Act", (42 U.S.C. 1445p) and this part."

On April 17, 2020, the St. Louis OPH approved the agency's Annual Plan submission, which includes a description of the proposed action. Approval of the Section 18 action is contingent on the Department's review and approval of the financing plan for both the RAD transaction and the associated Section 18 action and, the subsequent issuance of an RCC.

Development History, Description and Proposed Disposition

The Department has not approved an inventory removal action at AMPs MO058000002 and MO058000004. On October 3, 2019, the Department approved disposition application DDA0009393, 1.33 acres improved with 10 dwelling units within 5 dwelling buildings at Madison Tower, MO058000003. The following tables summarize South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, 75 dwelling units within 40 dwelling buildings (aggregate).

South Tower, MO058000002 DOFA: 8/21/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	63	21	29	36	-	-	149
Proposed Dwelling Units	-	-	-	17	-	-	17
Existing Dwelling Buildings							22
Proposed Dwelling Buildings							10
Existing Non-dwelling Buildings							1
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Madison Tower, MO058000003 DOFA: 9/20/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	98	60	14	2	-	-	174
Proposed Dwelling Units	-	7	3	1	-	-	11
Existing Dwelling Buildings							28
Proposed Dwelling Buildings							11
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Bolivar Road, MO058000004 DOFA: 6/2/1971							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	-	45	80	46	20	2	193
Proposed Dwelling Units	-	-	-	24	21	2	47
Existing Dwelling Buildings							46
Proposed Dwelling Buildings							19
Existing Non-dwelling Buildings							3
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Disposition Justification, Method and Relocation

SHA proposed disposition pursuant to 24 CFR 970.17(c) where the PHA has otherwise determined the disposition to be appropriate for reasons that are consistent with the goals of the

PHA and the PHA Plan and that are otherwise consistent with the Act. Per the Notice's Section 3A.3c., the agency elected to convert at least 75 percent of the public housing units within the covered project and replace up to 25 percent of the public housing units within the covered project with Section 8 project-based voucher (PBV) assistance. SHA will provide PBV assistance to 75 of the 297 units in the Office of Recapitalization-defined covered project and convey the improvements and acreage through the RAD closing process.

The Department allows disposition of property for less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA, or the federal government. Parcel acreage for the transaction will be reflected in the associated RAD approval. The Department determined, through approval of the agency's RAD financing plan, that the disposition is pursuant to 24 CFR 970.17(c) and the disposition method is in accordance with 24 CFR 970.19(a). At application creation, all units proposed for disposition were occupied within the past 24 months. Though subject to the requirements of 24 CFR 970.21(e) and (f), relocation will be consistent with RAD requirements per Notice PIH 2019-23.

Resident Consultation

1. Project Specific Resident Organization: None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. SHA held a resident meeting on July 15, 2020 to discuss the RAD conversion and disposition combination. The Department determined that SHA's actions met the requirements of the regulation.

Offer for Sale to the Resident Organization

24 CFR 970.9(b)(1) requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964 or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The SHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families per 24 CFR 970.9 (b)(3)(ii); therefore, 24 CFR 970.9(b)(1) is not applicable.

Board Resolution and Mayor/Local Government Consultation

The SHA's Board of Commissioners approved the disposition and associated activities via Resolution 2231 on July 24, 2020, per 24 CFR 970.7(13). The application also includes a July 21, 2020 letter of support signed by the Honorable Ken McClure, Mayor, City of Springfield, per 24 CFR 970.7(14).

Approval

The Department's review finds the SHA's application complete and consistent with Section 18 of the Act and meets the requirements of the implementing regulation 24 CFR part 970, including requirements pursuant to 24 CFR 970.9. Based upon the review, the Department approves the disposition of 75 dwelling units within 40 dwelling buildings (aggregate) at South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, as described in the application and identified in the table below.

South Tower, MO058000002; Madison Tower, MO058000003; Bolivar Road, MO058000004 Approved Disposition – Dwelling Buildings: 40; Units: 75				
Total Units Redeveloped: 75	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Leasehold	-	-	75	-
Acquiring Entity	Office of Recapitalization Approved Acquiring Entity			
Acquisition Method	Office of Recapitalization Approved Method			
Terms	Office of Recapitalization Approved Terms			
Purpose	Provision of Low-Income Housing			

Conditions

The Office of Recapitalization, with concurrence from the Office of the General Counsel (OGC) must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DoT) or Declaration of Restrictive Covenants (DoRC), disposition approval and release of the DoT/DoRC does not circumvent or supersede those obligations.

Operating Subsidy, Capital Fund Financing Program and Tenant Protection Vouchers

Disposition of 75 low rent units will affect the SHA's operating subsidy eligibility. The St. Louis OPH must ensure that the SHA's Form HUD-52723 reflects these changes. The Department notes 59 units are interspersed with RAD units within the buildings and are not eligible for Asset Repositioning Fees (ARF). The remaining 16 units are not interspersed and are ARF eligible. The agency does not have Department approval to participate in the Capital Fund Financing Program (CFFP). Per PIH Notice 2019-08 (the "Notice"), SHA is eligible to receive Section 8 Housing Choice Voucher assistance in the form of Tenant Protection Vouchers (TPVs) for this disposition approval. The Notice separates TPVs into two classes, replacement vouchers and relocation vouchers. The Notice provides that the Department may only provide replacement TPVs for units that were occupied within the previous 24 months that cease to be available as assisted housing, and only to the extent that funding is available.

On the date of this approval, 75 ACC units were occupied within the previous 24 months. SHA does not intend to redevelop public housing units at the property. Based on the Notice's provision, the Department determined that SHA is eligible to receive a maximum of 75 **replacement** TPVs for the affected units in this action.

TPV Type	Maximum Eligibility Number
Relocation	0
Replacement	75

The Department will not automatically issue TPVs to SHA as part of this approval. Instead, SHA must apply to the Department separately for TPVs in accordance with the Notice. Because the RCC issuance begins the RAD closing procedure, and the RAD and disposition approval and removal process occur concurrently, SHA should submit the TPV request immediately. The timing of SHA's TPV application submission and the start of relocation noted in this approval should be consistent. To apply for TPVs, the agency must submit the following to the St. Louis OPH:

a) The AMP and IMS/PIC application number of this disposition approval.
b) The number of TPVs requested (subject to the limitations above)
c) Form HUD-52515 (Voucher Funding Application)
d) A copy of this approval (PDF version - signed and dated)

Please review the Notice for further guidance on TPV application submission and timing.

PIC and Monitoring

Per 24 CFR 970.35, the Department requires SHA to inform the SAC and the Office of Recapitalization of the status of the project (actual disposition dates, modification requests, delays or other problems) and of any deviations to the mandated 24 CFR 970.7 (a)(4) general timetable shown below.

Milestone		Number of Days after HQ Approval
A	Begin relocation of residents	0
B	Complete relocation of residents	90
C	Execution of contract for removal (e.g. sales contract or demolition contract)	90
D	Actual Removal Action (e.g. demolition or sale closing)	90

On or one day before the associated HAP contract start date, SACTA will enter the transaction date and the actual number of buildings and units, then remove the improvements from inventory. The St. Louis OPH received a copy of this approval.

Sincerely,

JANE HORNSTEIN

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2020.09.17 15:55:31 -05'00'

Jane B. Hornstein
Director

Cc: St. Louis OPH
RAD Resource Desk
RAD Readiness Transaction Manager
RAD Financing Transaction Manager
RAD Closing Management

Exhibit F

ESTIMATED PROJECT BUDGET– **GLENWOOD APARTMENTS** PUBLIC HOUSING REDEVELOPMENT AREA

GLENWOOD APARTMENTS

DEVELOPMENT BUDGET	
ACQUISITION	1,270,000
SITE IMPROVEMENTS	-
CONSTRUCTION	2,582,481
PROFESSIONAL FEES	514,983
BOND COSTS	41,111
CONSTRUCTION FINANCE COSTS	213,022
PERMANENT FINANCE COSTS	9,333
SOFT COSTS	155,884
RESERVES	200,314
TOTAL USES	4,987,128
SOURCES OF FUNDS	
1ST MORTGAGE	2,419,500
CASH FLOW FROM OPERATIONS	-
SELLER MORTGAGE	1,126,284
PHA CASH FLOW	61,803
AGENCY HOME LOAN	-
DEF. DEVELOPER FEE	163,870
TAX CREDIT EQUITY	1,215,671
TOTAL SOURCES	4,987,128

Exhibit G

HUD RELOCATION PLAN– GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

Relocation Plan for the Revitalization of Bolivar Road Apartments, Cedarbrook, Circle, Dogwood, Glenwood, Scattered Sites, and Villa Marie under the LIHTC, Rental Assistance Demonstration Program (RAD), or other initiatives

developed by

Housing Authority of the City of Springfield
(HAS)

January 14, 2020

421 W Madison Street #1
Springfield, MO 65806
(417) 866-4329

I. Introduction and Project Summary

Housing Authority of the City of Springfield (HAS) has an aging housing stock and growing physical needs. Due to this, the agency has been through a comprehensive physical needs assessment that looked at each project to help determine critical, immediate, and 20 year needs. This has led the housing authority to an overall strategic revitalization effort utilizing the Rental Assistance Demonstration (RAD) program and other affordable housing preservation strategies including Section 18 Demo/Dispo.

HAS with the concurrence of the community and residents is undertaking the revitalization, demolition, disposition, or other methods to transition the housing stock at Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, Bolivar Road, and various other complexes, within the portfolio that will be converting to the Project-based Voucher (PBV) Program under the Rental Assistance Demonstration (RAD) Program, restructured under the Low-Income Housing Tax Credit Program, or revised through other revitalization strategies. Depending on the type of revitalization, demolition, disposition, or other activities, residents will require temporary or permanent relocation while the redevelopment, extensive modernization or renovations are occurring.

Proposed Modernization or Redevelopment Goals By Public Housing Development

Site	Type	# Units	Year Built	Modernization/Redevelopment Goals	Relocation Requirements
Bolivar Road Apartments	Family	81	1971	Rehabilitation/Demolish/Reduce Density	Permanent with Right to Return to New Site of Alternate Sites
Glenwood	Family	33	1973	Substantial Rehabilitation	Temporary/Right to Return
Scattered	Family	32	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Circles	Family	20	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Dogwood Square	Family	24	1982	Substantial Rehabilitation	Temporary/Right to Return
Cedarbrook	Family	80	1972	Substantial Rehabilitation	Temporary/Right to Return
Villa Marie	Family	32	1972	Substantial Rehabilitation	Temporary/Right to Return

Specific to the site the following conditions have been included in the planning effort:

Redeveloped Site Activity

Bolivar Road Apartments (rehabilitation and demolition through RAD)
This project would be submitted for funding approval in the 1st quarter of 2020. It would include demolition of 12 existing units and rehabilitation of 68 units. The reduction of units will allow for reduce density in the community. Current residents will be offered temporary, or permanent if necessary, relocation and the possibility opportunity to return to the site.

Glenwood (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Scattered (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Circles (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Dogwood Square (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Cedarbrook (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Villa Marie (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Schedule for Redevelopment/Relocation of Public Housing By Site

Site	Beginning Action	Relocation From	Construction/Rehabilitation Completion	Return Relocation
Bolivar Road Apartments	Demolition/Rehab start 3rd quarter 2020	3rd – 4th quarter 2020	2nd quarter 2022	Staged upon construction completion, relocation finished 2nd quarter 2022
Glenwood	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Scattered	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Circles	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Dogwood Square	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Cedarbrook	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Villa Marie	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021

Financial Resources
HAS is working with a development team to identify best practices and strategies to meet the physical needs at the housing authority sites as well as emerging housing needs in Springfield. HAS will utilize multiple housing authority funds to leverage private and public funding opportunities for all of the redevelopment and new construction projects. The housing authority through the partner entities will utilize the 4% tax credit

program. Each project will have distinct funding based on the size of the project, scope of work, and type of construction occurring.

The following includes a list of anticipated funds for the HAS. These funds will be allocated to ongoing capital fund improvements as well redevelopment efforts including RAD and non-RAD developments. The housing authority is using a combination of capital funds and other PHA financial resources to complete third party assessments that contribute to the financial and physical viability of the projects. Public Housing is so restrictive that it doesn't attract investors and lenders as RAD and/or project-based voucher contracts. The HAS will be assessing all avenues to determine the best fit for funding, programs, and long-term viability.

General Relocation Conditions

Tenant belongings will be relocated with the tenant while the work is undertaken. Depending on the development, HAS will be demolishing, rehabilitating, or modernizing the units including interior and exterior renovation causing tenants relocation. Generally, the relocation time on moderate rehabilitation should not last longer than 90 days on each unit during the construction period. In other words, the kitchen and bathroom cabinets and sinks, electrical renovation, water heaters, 504 upgrades, and wall removals will be occurring on the developments. The resident will be required to move, since the work to be performed includes the extensive renovation of the tile floor, painting, reworking plumbing, etc. At the end of the relocation, tenants will be allowed the opportunity of the right to return to the property. There may be some additional tenants, based on individual qualifiers, that may be offered the opportunity of additional housing opportunities for permanent relocation or housing at alternative sites or use of the Voucher.

The ADA (Section 504) renovation requires temporary relocation for those families in those units that are undergoing substantial renovations to convert the units to full 504 accessibility standards. The families may require a temporary/permanent relocation to another unit. Tenants will be provided the services as required under the Uniform Relocation Act (URA). It is anticipated that some residents may be relocated through the Housing Choice Voucher (if necessary) since demolition/disposition are part of the proposed actions. In the cases where construction will be scheduled to occur on vacated units in the development- the HAS will start holding vacancies once the plans are approved for renovation/demolition to ensure adequate vacancies at the development to start the process and the impact will be minimal when most of the families, will remain on the development and just moved to an alternate unit that has or has not been renovated during the process.

It is not anticipated, but some residents may extend past the 12 months, although it is estimated that this will be the exception to the process for rehabilitation- since the construction schedule is generally a 9- to 12-month period. Should the rare occasion occur that the relocation extends past the 12- month period, the tenants who are temporarily relocated in excess of 12 months will be offered permanent relocation

assistance at that point under the URA in accordance with Appendix 4 of Notice H 2016-17/PIH 2016-17. If the relocation extends past the 12- month period, the family will also be offered the opportunity for voluntary permanent relocation under the PIH notice 2016-17. Since RAD is a higher standard and will meet all Section 18 requirements, HAS will use RAD notices and RAD implementation requirements.

After redevelopment, the entire site will consist of the same configurations, therefore no family will be displaced as a result of unit size changes. Based on HAS's needs for the community, the following is the current bedroom size configuration by development and the ending configuration after rehabilitation/redevelopment:

Property Name	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Total
Bolivar Road Apartments currently		30	0	1	0	0	81
Bolivar Road Apartments after redevelopment/rehab		18	33	20	8	2	68
Glenwood currently		0	13	20	0	0	33
Glenwood after redevelopment/rehab		0	13	20	0	0	33
Scattered currently		0	16	16	0	0	32
Scattered after redevelopment/rehab		0	16	16	0	0	32
Circles currently		5	22	3	0	0	20
Circles after redevelopment/rehab		5	22	3	0	0	20
Dogwood Square currently		24			0	0	24
Dogwood Square after redevelopment/rehab		24	0	0	0	0	24
Cedarbrook currently		24	32	16	8	0	80
Cedarbrook after redevelopment/rehab		24	32	16	8	0	80
Villa Marie currently		3	15	10	4	0	32
Villa Marie after redevelopment/rehab		3	15	10	4	0	32

With respect to both temporary and permanent displacements, the HAS relocation plan will use the recommended notices as contained in the RAD Relocation Notice H 2016-17/PIH 2016-17. HAS is not to use the Notice of Non-displacement or Notice of Eligibility for Relocation Assistance from Handbook 1378 as referenced in previous relocation plans. The HAS will make revisions to ensure compliance with Notice H 2016-17/PIH 2016-17 and notices.

HAS will document that each household to be permanently displaced was first offered the choice to voluntarily accept permanent relocation and waived their right to return. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, all residents will be offered the right to return upon completion of the rehabilitation.

HAS determined that families would be relocated at least once during the multi-phased undertaking of redeveloping the sites. The mandatory transfers to other available

housing programs or converted stock will initially be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation or new construction.

HAS will make every effort to minimize the impact of relocation on the resident population. HAS will use staff and contractors to assist the families with the temporary or permanent relocation- and families have the right to return upon completion. HAS is undertaking the revitalization of developments that are needed to preserve the limited affordable housing stock, reverse the continuing decline of public housing and allow the revitalized property to compete in the community for qualified residents.

HAS has involved and informed residents from the very beginning in the program of the conversion under RAD, LIHTC, or alternative undertakings and has sought input into the plan. HAS has kept and will continue to keep residents current on its plans for the developments. To date these activities have included meetings, workshops, public notice, revisions in the Agency Plan, notification to HUD, and working with the resident groups and this has proven particularly helpful in bringing tenants' views into consideration on a timely basis. HAS prepared a resident questionnaire (survey) and will use it to solicit and consider tenants' views on the program's impact and any special needs.

HAS has fully considered the resident's views on the redevelopment and especially in the relocation of tenants from the developments. The HAS will utilize the staging of the construction/redevelopment of the program as an important method in which the temporary or permanent relocation of tenants can be achieved with minimum disruption to the residents. Existing public housing, non-revitalized units on the site will be available to provide the resource for many if not all the residents to relocate. Upon completion, those residents temporarily relocated will return to the unit and/or building/development whenever possible. HAS intends to use vacancies arising in its inventory of the apartments in the development so that it may create a meaningful temporary relocation resource. Priority for any relocation will be given to those families that must be relocated to remain in the same development.

HAS will pay for the relocation cost to move residents on a temporary/permanent basis. HAS will pay those eligible relocation costs, including utility transfers in accordance with the Uniform Relocation Act for the relocation of residents under the RAD program. Although it is not anticipated that many vouchers will be required for relocation, if it is required, HAS will assist residents with the program requirements, assist them in finding an available Section 8 unit, and further assist them to remain in Section 8 housing through the mobility-counseling program. In the case of Tenant Protection Vouchers, HAS will provide extensive workshops and technical assistance to help residents making the transition to the Voucher Program. All the relocation will be conducted in accordance with the rules of the Uniform Relocation Act and PIH notices governing this proposed action.

HAS is using funding assistance from the tax credit program and other allowable program funds for the renovations and redevelopment of this site. All families residing on the site will remain eligible for the site. In addition, no resident will be relocated until such time as funding is fully secure to begin and funding is available for that phase of the relocation, rehabilitation/construction, and counseling requirements.

Information and Consultation

HAS provides residents with a general information notice advising them of the possible affects of proposed action.

Residents required to relocate due to renovation construction work will receive certain benefits in the form of notices, advisory and counseling services, and housing assistance payments as appropriate. HAS will follow the notices, services and payments as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (also known as the Uniform Relocation Act, or "URA") for the program funded. The policies and procedural requirements of the URA as applied to HUD-funded programs are consolidated in HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition", PIH 2014-17 RAD Relocation, and other requirements will be followed by the HAS.

Generally, the following notices, counseling and benefits will apply to this project. The timing of notices and services, and the levels of benefits may vary depending on the nature and timing of specific project and phasing activities, and the rules associated with various types of funding.

Notices

The following notices will be provided to residents in developments scheduled for rehabilitation under the redevelopment subject to the URA:

The RAD Information Notice must do the following:

- *RAD Information Notice (RIN)* MHA has provided the RAD Information Notice to residents at the very beginning of the RAD conversion planning process in order to convey general written information on potential project plans and residents' basic rights under RAD, and to facilitate residents' engagement with the PHA regarding the proposed RAD conversion. The MHA has provide a RAD Information Notice to all residents of a Converting Project prior to the first of the two meetings with residents required by the RAD Notice, Section 1.8.2, and before submitting a RAD Application. This RAD Information Notice shall be provided without regard to whether the PHA anticipates any relocation of residents in connection with the RAD conversion.

- *General Information Notice (GIN).* MHA has notified residents of its decision to convert to RAD and to apply to agencies for redevelopment funding. The MHA will bring this notice more current as other activities and the approval process takes place. MHA will further provide the residents with an updated *General Information Notice once all components are approved and in place.* This notice explains the nature of the proposed project, description in general terms of the relocation assistance that MHA will make available to residents, and explain the proposed timetable for relocation. The notice further states that the HAS will provide all residents with comparable replacement housing and urge them not to move. MHA will further update the notice since the timing of the original notice may not have the sustaining impact and more current notices will vary depending on local circumstances, project timing and phasing, and other considerations such as the opinion of the HAS regarding the adequacy of known information about the project. The notice will be made in accordance with Relocation Handbook 1378, and applicable statutes and regulations.

- *Notice* of Intent to Acquire- *Non-displacement, or Notice* of *Eligibility for Relocation Assistance.* As soon as feasible following HUD approval of the HAS's final approval of the RAD or Revitalization Plan, whichever comes first, the HAS will provide residents with a more specific notice of their rights. Residents who will move temporarily will receive a Notice of Non-displacement. This document will inform residents of the specific relocation services and benefits to which they are entitled, when they will receive those services and benefits, and any procedures that must be followed to obtain them. This notice will again advise residents not to move.

- Thirty Day Notice. No resident to be temporarily displaced will be required to move unless the household has first received at least 30 days written notice of the earliest date the family will be required to move. The 30 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This would be the primary notice used on Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road since it is anticipated residents will be out of the unit for less than 12 months.

- *Ninety Day Notice.* No resident to be permanently displaced will be required to move unless the household has first received at least 90 days written notice of the earliest date the family will be required to move. The 90 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This will be the notice that is used if and when the redevelopment would exceed 12 months- since it will be considered permanent relocation with a right to return. Note: Permanent Relocation

Assistance: permanent relocation would require that HAS to offer alternative housing options in accordance with Section 6.10 of the Relocation Notice. The HAS cannot require a resident to accept permanent relocation: the resident must voluntarily relinquish their right to return in writing as being given at least 30 days to consider the HAS's offer. The RAD program requirements in this area can exceed the URA and the URA requires three but not less than one comparable housing option once a person is permanently displaced (i.e., after one year and one day). If HAS knows from the beginning that residents are going to be permanently moved and not return, the HAS must follow the requirements of Section 6.10 of the RAD Relocation Notice and offer the resident an alternative housing offer that persuades the resident to voluntarily relinquish their right to return in writing. HAS cannot require permanent relocation; the resident must choose this voluntarily.

Advisory Services and Counseling

Relocation advisory services will include one or more personal interviews with each household. Typically, the HAS will survey residents early in the process to determine each household's general relocation needs, and then provide additional counseling, services and information as specific issues are identified. The HAS will have plans and processes in place to communicate with families who are not proficient in English, and with people with disabilities.

At minimum, HAS's advisory services and counseling will:

- determine the needs of individual families;
- explain the availability of relocation benefits and services, including the eligibility requirements, the procedures for obtaining benefits and services, and the amount of the replacement housing payment, if any;
- explain the timetable for temporary relocation or permanent displacement;
- advise the family of specific comparable replacement dwellings that will be available;

Moving Expenses

Relocating residents are entitled to payment for their actual moving and related relocation expenses, so long as those expenses are reasonable. The payment must include expenses for:

- transportation to replacement dwelling;
- packing, moving and unpacking furniture and family belongings;
- storage for a period not to exceed 12 months;
- disconnecting, dismantling, moving and re-assembly of household appliances;

- utility hook-ups, including re-installation of telephone and cable service;
- insurance against loss of personal property during the move, or the replacement value of any property lost, stolen or damaged during the move
- credit checks; and
- other reasonable moving expenses.

Relocation Resources

All eligible residents, who are relocated, will receive the appropriate services and benefits required. The HAS relocation resources for the development include: (1) priority for available units at the specific development undergoing the work (2) priority for vacant turnover units of at other HAS developments; and (3) priority for tax-credit and other units available after the redevelopment on the specific site or other HAS sites, (4) priority for the Voucher- whenever needed. HAS will use all available resources to identify and move residents into their desired housing preference. On a limited basis, residents will be offered available housing choice vouchers during the relocation process.

The relocation developments are within reasonable distance to bus lines and services. All sites are to be made handicap accessible and also accessible to shopping areas, employment areas, grocery stores and medical offices.

HAS has addressed the housing issues of disabled families and families with disabled members by proactively making all programs and services available to qualified families. All facilities operated, and programs managed by HAS will be made 504 compliant or at least the minimum number of units will be made 504 compliant. If relocated disabled families are having difficulty in the relocation, HAS will provide for reasonable accommodations to address the issues. HAS has handicapped-accessible units in the public housing program. These units are available in the necessary bedroom sizes. During gathering data on the relocation survey, HAS included a specific area on the survey to assist families and the HAS in identifying special needs of each family. These special needs will be considered in making relocation offers.

(1) Vacant Turnover of Units at Other HAS Sites:

To accommodate all households needing a unit, HAS has prioritized the displaced families as the highest priority for vacant turnover units. HAS provides for this priority in the current Admission and Occupancy Policy (ACOP) and has updated the Administrative Plan to include a priority for relocation by HAS initiatives. The policies are incorporated in the PHA Plan process and remain supporting documents to the PHA Plan.

(2) HAS Developments:

HAS determined that families would be relocated at least once during the multi-phased undertaking of redevelopiment. The mandatory transfers to other available public housing or converted stock will be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation. All families relocating to public housing and other sites will be offered decent, safe and sanitary units that meet the local occupancy codes and UPCS or HQS- depending on the program requirement. All properties are inspected prior to occupancy and before relocation, the units are determined that they meet UPCS or HQS.

(3) Redevelopment Sites:

As the development continues through redevelopment- current residents will be prioritized for returning to the development/unit. Based on the individuals needs and from information gathered during the initial survey data, HAS has designed a plan to address all the family's requests during the relocation process.

Use of Section 8 Vouchers During the Relocation Process

HAS has determined that the HCV Program will be needed for a limited number of families during the relocation activities. HAS has a voucher program of adequate size to address these issues. Relocated families will have priority over current families on the waiting list- if the voucher is needed for relocation and these revisions have already been included in the Administrative Plan. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road, it is anticipated that vouchers will be offered for relocation and HUD is providing tenant protection vouchers.

II. Resident Return and Re-occupancy Policies

HAS has determined that the first choice of many residents of the development site is to remain a part of the community during the process and after the conversion to Project-based Vouchers under RAD or redevelopment. Under RAD, there is no rescreening or re-eligibility requirements; therefore, all families are eligible for the new units after renovation. HAS has presented a method that all families will be provided a tenant survey on the relocation/selection process and will update the survey information prior to relocation, if and when required.

Typically, there is no rescreening. Residents that are temporarily relocated must remain in in compliance with the program (not be terminated) and have the first-priority right of re-occupancy of the revitalized unit at the development. HAS has and will continue to plan collaboratively with residents and other stakeholders to establish the occupancy terms and conditions for the revitalized community as a result of tax-credit funding and other final issues that may arise, but residents still retain the right to return. Relocation activities will not begin until the re-occupancy standards are established, with resident

consultation. Consistent with the goal of maximizing the opportunities for the residents, HAS will also attempt to identify potential obstacles with any re-occupancy and assist with counseling and special services aimed at overcoming any special needs.

HAS does not foresee any imposed conditions on the rights of residents to return to the revitalized site/unit other than being a resident remain in compliance during relocation. It is anticipated that all residents will remain in compliance with these requirements. Any resident that is not in compliance will be notified of non-compliance and given an opportunity to cure the deficiency.

III.Summary of Moving Cost

Temporary Moves

It is anticipated that most, if not all, will have temporary moves which are required for a two-way move. For rehabilitation, the move will be from their current unit to another vacant unit for approximately 90 days and then the family will be moved back to the original unit after rehabilitation is complete.

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same development/complex. (estimated cost of $1,500 movement each way) This is based on relocations at other local PHAs in Springfield. Tennessee, Arkansas and Louisiana.

- Number of and cost amount for two-way moves to a unit not in the same development/complex, carried out by the HAS. (limited number based on the survey)

- Number of and cost amount for two-way moves to a unit not in the same development/complex not carried out by the PHA. (limited number based on the survey)

Permanent Moves

It is anticipated that a limited number of permanent moves will be required on this project. All families are eligible to return, and most will indicate that they want to return to the unit after completion of the rehab.

- Number of and cost amount for one-time moves into another unit in the same building/complex. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA. (limited number of units)

IV. Temporary Relocation Assistance

HAS will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), HAS will send a RAD Notice of Relocation to residents who will be relocated. HAS will use the language outlined in PIH 2016-17 Appendices 3 and 4 sample RAD Notices of Relocation that will to be provided to residents that will be temporarily relocated.

The temporary relocation assistance the HAS will provide for residents is outlined in (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - HAS will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The units will be located in the same development-whenever possible- and HAS will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation at URA levels. It is anticipated the relocation will be for a very short duration; however, should the process become longer, the HAS will provide additional notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since some residents prefer to pack their own personal possessions and items of value, residents will be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the HAS will provide the resident with information on how to request this assistance. In those cases, HAS will assist the resident with the packing. HAS is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. HAS may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.

- Payment for Temporary Relocation Moving Expenses - The HAS generally chooses to do the following:

    - Undertake the moves itself, using force account labor (HAS laborer) or a moving company; or

    - As an alternative to the HAS's contractor or moving company;
        - Reimburse residents for all actual and reasonable moving costs.

The HAS will not make fixed payments since such payments may not be representative of actual reasonable costs incurred.

- Utility Costs - HAS is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, HAS is responsible for covering the expenses involved in transferring existing service. Utilities will be already turned on in the unit and HAS will pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). Although not anticipated, if a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the HAS utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

It is anticipated that there will be some cases of required permanent relocations. When those conditions occur, HAS would use the requirements outlined in PIH 2016-17 as follows:

Based on the local housing resources available, HAS will identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;
- Private-market rental housing (affordable, non-subsidized)

VI. Relocation Budget

Based on the results of the planning process, the HAS has a relocation budget that includes the following components:

1) The cost of administering the plan and providing assistance and counseling.

2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).

3) The cost of the physical move of the residents' belongings.
This physical move cost total is based on the move scenarios anticipated or projected by the resident survey.

4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.

5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).

Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. HAS states that these costs are indicated in the application, or attach any other information required by HUD, to support these costs.

HAS understands that the statutory requirements and protections of the URA cannot be altered or waived by a Relocation Plan. All tenants who are on-site at the time of the required relocation are entitled to URA-level assistance unless eviction for cause is in process or recently completed. Any eviction proceeding that commences after that date may not result in denial of benefits as required under the URA.

Sources of Funding

What sources of funding will be used to pay for relocation activities?

HAS intends to utilize the following sources for funding relocation over the next 3 years:

Program	2020	2021	2022	Total
Operating Funds/Capital Funds	0	0	0	0
LIHTC	578,000			578,000
Total for Relocation	578,000			578,000

VII. Appeal Process

If a resident disagrees with HAS's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the HAS. The Relocation Plan provides the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is

involved). At a minimum, the resident will have 60 days to file an appeal with HAS after receiving written notification of a claim or ineligibility determination.

HAS's relocation plan includes an opportunity for an appeal through HAS's usual grievance procedure, except that the time limit for requesting an appeal may not be less than 60 days after the family receives written notice of the disputed decision.

Households dissatisfied with the outcome of a grievance will be advised in writing of the right to seek further review at the local HUD Field Office. Disputes subject to appeal will include the HAS's determination of eligibility for assistance, including denial of eligibility and determinations of family status as displaced persons, and HAS decisions about the nature, scope and amount of relocation assistance.

VIII. Certification

HAS certifies that it is in compliance with the URA and, if applicable, section 104(d).

Katrina Wolfram
Executive Director

3/3/2020
Date

Exhibit H

APPRAISAL – GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

[Provided Under Separate Cover]

Exhibit 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	Redevelopment Agreement
Date of Document:	_____, 20___
Grantor:	City of Springfield, a municipal corporation
Grantee:	_____
Legal Description:	See Exhibit A attached hereto.
Please return recorded document to:	City of Springfield Planning and Development Department P.O. Box 8368 840 N. Boonville Ave. Springfield, MO 65801

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

REDEVELOPMENT AGREEMENT BETWEEN

_____

AND

CITY OF SPRINGFIELD, MISSOURI

FOR_____

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20_____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on _____, _____ the Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Redevelopment Plan for the _____Redevelopment Area; and

WHEREAS, on _____, _____ the Planning and Zoning Commission recommended the Amended Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the City Council approved Special Ordinance _____, which approved the Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, MO, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

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

1. Agreement. Developer agrees to perform all work in accordance with: the provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Redevelopment Plan for _____ Redevelopment Area, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

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

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

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of Payments in Lieu of Taxes ("PILOT") that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

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

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

To the City:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

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

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _[title/position]_ of _[name of entity]_, a [corporation/partnership/etc.]_ duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

One-rdg. _____
P. Hrngs. X
Pgs. 111
Filed: 11-24-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 -285 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Redevelopment Plan submitted by Keystone Family Homes, LP, for the East High Street Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

_____

WHEREAS, the City of Springfield, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300-99.660, RSMo (the "Act"), has established the Land Clearance for Redevelopment Authority of the City of Springfield, Missouri (the "Authority"); and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report, attached as "Exhibit 1," and Redevelopment Plan, attached as "Exhibit 2," have been prepared and submitted to the Authority and the Planning and Zoning Commission for their consideration; and

WHEREAS, the Redevelopment Area for purposes of this Ordinance is described in "Exhibit 1"; and

WHEREAS, after duly considering the Blight Report and Redevelopment Plan, at its November 17, 2020, meeting the Authority approved a recommendation of the Blight Report by a vote of 4 to 0, and approved the Redevelopment Plan by a vote of 3 to 0, with one abstention; and

WHEREAS, the Redevelopment Plan was presented to the Planning and Zoning Commission on November 19, 2020, which voted to recommend approval of the Redevelopment Plan 9 to 0; and

WHEREAS, City Council held a public hearing on November 30, 2020, for which notice was properly given in accordance with the law, and all interested parties were given the opportunity to be heard.

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

Section 1 – It is hereby found, determined, and declared that the East High Street Public Housing Redevelopment Area (the "Area"), which is more particularly described in the Blight Report, which is attached hereto as "Exhibit 1" and incorporated herein by this reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the Area is therefore blighted. It is further found that this is an area that is appropriate for the undertaking of a redevelopment project in conformance with the Redevelopment Plan described in "Exhibit 2."

Section 2 – The Redevelopment Plan described in "Exhibit 2," which is attached hereto and incorporated herein by this reference, is hereby found to be a feasible and reasonable plan for the redevelopment of the Area and is in conformity with the general plan for development of the City and is an appropriate plan for the clearance, reconstruction, rehabilitation and renewal of the entire Area, and for future land uses. The Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo, and is hereby adopted by City Council.

Section 3 – The City Manager or designee is authorized to enter into an agreement in substantial conformance to "Exhibit 3," which is attached hereto and incorporated herein by this reference, and to take such further action as may be required of the City to comply with the Workable Program.

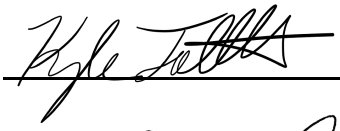
Section 4 – This Ordinance shall be in full force and effect from and after passage.

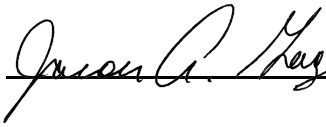
Passed at meeting: _____

_____
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- 285

FILED: 11-24-20

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To approve a redevelopment plan submitted by Keystone Family Homes, LP, for the East High Street Public Housing Redevelopment Area, which consists of approximately 0.88 acres generally located on the north side of East High Street between North Fremont Avenue and North Pickwick Avenue; declare the Area to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial on the basis of blight.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority ("LCRA") may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted.

Keystone Family Homes, LP, has submitted a blight report and redevelopment plan for the proposed East High Street Public Housing Redevelopment Area. The Area consists of four lots on the north side of East High Street between North Fremont Avenue and North Pickwick Avenue (1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 East High Street), which comprise approximately 0.88 acres and contain four duplexes that make up an 8-unit public housing development containing a total of about 11,000 rentable square feet that was constructed to provide decent and safe rental housing for eligible low-income tenants. The duplexes were built in 1982

This Ordinance will approve three things – a finding of blight, approval of a redevelopment plan and authorization of an agreement between the City and the developer regarding the redevelopment and provision of property tax abatement.

Blight Study

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, 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.

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes.

The Report claims the presence of these conditions hinders the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare. Staff reviewed the Blight Report and concluded that it does not sufficiently demonstrate that the Redevelopment Area qualifies as a blighted area. The definition of a blighted area suggests such area must exhibit a predominance of blighting conditions in its present condition and use. Staff finds that the based on the evidence presented in the Blight Report, most of the property deficiencies appear to be relatively minor and attributable to deferred maintenance.

The Blight Report states that no significant comprehensive renovation of the structures in the Redevelopment Area has occurred. Several needed upgrades are noted (essentially a listing of the planned renovations) but no detail about the current conditions of these building systems are provided other than the age. Several of the conditions noted are typical of older structures, such as electrical wiring not meeting current code requirements; replacement of doors, windows, and flooring is needed; and furnaces and water heaters are old and not energy efficient. For “factors which endanger life or property by fire and other causes,” the Blight Report notes that additional smoke detectors and CO2 detectors need to be placed in the units to meet current code. These are inexpensive fixtures and Staff does not consider this adequate to rise to the level of a blighting factor. Finally, the photos provided in the blight report show older structures in fair condition. Staff does not believe the blight report provides evidence that the condition of the property “retards the provision of housing accommodations” (since the properties have been continuously occupied since construction) or that the condition of the property “constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.”

In conclusion, the Blight Report fails to provide adequate evidence of a predominance of blighting factors and fails to connect these conditions with the negative outcomes required to meet the statutory blight definition.

Redevelopment Plan

The Redevelopment Plan proposes to completely rehabilitate the duplexes both inside and out. Improvements include, among others, replacement of doors, windows, flooring, roof shingles, and siding; upgrades to electrical, plumbing, attic insulation, and mechanical systems; provide all new washer and dryer units. The site will maintain the same number of dwelling units following completion.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole.

1. The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive Plan* designates the land located in and around the Redevelopment Area for Medium or High-Density Housing. The subject property is currently zoned R-TH with a housing density of 9 dwelling units per acre.

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

3. Many of the planning principles, objectives, and recommendations discussed in the Neighborhoods Element of the Springfield-Greene County Comprehensive Plan are focused on promoting continuous reinvestment and preservation of housing within established neighborhoods, eliminating blight, and encouraging a variety of housing types including single-family detached, townhouses, and apartments. The Neighborhoods Element also recommends the City continue to utilize programs and funding sources to help meet the housing needs of low-and moderate-income families and individuals. Such programs are helpful in maintaining the housing stock and provide a “safety net” for individuals in need in the neighborhoods.

The Redevelopment Plan conforms with these recommendations by proposing to rehabilitate an existing low-income public housing development located within Robberson Neighborhood.

<u>Economic Development Incentives Policy</u>

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*. Those policies are provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the *City of Springfield Comprehensive Plan*.

2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS: The LCRA reviewed the Redevelopment Plan on November 17, 2020 and recommended the Redevelopment Plan be approved by a vote of 3 to 0 with 1 abstention. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on November 19, 2020 and recommended approval by a vote of 9 to 0. Staff is supportive of the Redevelopment Plan; however, it recommends denial on the basis that the Redevelopment Area does not meet the definition of a blighted area, as evidenced in the blight report.

Submitted by:

Matt D. Schaefer, AICP
Senior Planner

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit 1

DATA AND ANALYSIS OF CONDITIONS
REPRESENTING A "BLIGHTED AREA"

FOR THE

EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

OCTOBER 13, 2020 (UPDATED)







DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

October 13, 2020

To Whom It May Concern:

Reference is made to the accompanying "Data and Analysis of Conditions Representing a 'Blighted Area' for the East High Street Public Housing Redevelopment Area" in Springfield, Missouri prepared by the undersigned.

Please be advised that, based upon the results of the above referenced study, the undersigned has determined that the area described in the study (the "Redevelopment Area") is a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statutes, as amended.

The Redevelopment Area suffers from a number of deficiencies including deterioration of improvements, factors which endanger life or property by fire and other causes, and these conditions are conducive to retardation of the provision of housing accommodations, economic liability, social liability, and are a menace to the public health, safety, morals or welfare.

DEVELOPMENT STRATEGIES, INC.
Real Estate, Community and Economic Development Consultants

Larry E. Marks

Larry Marks, AIA, AICP
Principal

TABLE OF CONTENTS

1.0 INTRODUCTION 1

- STUDY AREA 1
- EXISTING DEVELOPMENT 2
- EXISTING ZONING 2
- NEIGHBORING DEVELOPMENT 2
- DATA GATHERING METHODOLOGY 2

2.0 SUMMARY AND CONCLUSIONS 3

- SUMMARY 3
- FINDING OF BLIGHT 4

3.0 BLIGHTING FACTORS 5

- DETERIORATION OF IMPROVEMENTS 5
- FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES 6
- RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS 6
- ECONOMIC LIABILITY 6
- SOCIAL LIABILITY 7
- MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE 7

EXHIBITS

- AERIAL PHOTOGRAPH 1

APPENDIX

- PHOTOGRAPHS OF BLIGHTING CONDITIONS ..... A
- LEGAL DESCRIPTION ..... B

1.0 INTRODUCTION

STUDY AREA

Development Strategies was tasked with a study of the East High Street Public Housing Redevelopment Area (the "Redevelopment Area" or "Area"), which is a single parcel (Parcel Number 1207105044) containing approximately .88 of an acre located in Springfield, Missouri (the "City"). The Redevelopment Area is located in the northern portion of the City of Springfield (see ***Aerial Photograph*** of Redevelopment Area). The Redevelopment Area in bounded to the north by the southern property line of residences fronting on N. Fremont Avenue and N. Pickwick Avenue, to the east by N. Pickwick Avenue, E. High Street to the south, and to the west by N Fremont Avenue.



1405-1424 E HIGH ST
SPRINGFIELD BLIGHT STUDY
1405-1424 E High St
Springfield, Greene County, Missouri 65803

DEVELOPMENTSTRATEGIES®
October 2020

EXISTING DEVELOPMENT

The Redevelopment Area comprises approximately .88 of an acre of land. The Area currently contains a total of 8 residential units in four duplexes containing a total of about 11,000 rentable square feet.

EXISTING ZONING

The Redevelopment Area is zoned R-TH (Residential Townhouse District). The existing residential develop is a legal conforming use.

NEIGHBORING DEVELOPMENT

The Redevelopment Area is surrounded on all sides by predominantly single family residential development.

DATA GATHERING METHODOLOGY

This study of the Redevelopment Area has been conducted and complies with the specific requirements of Section 99.320(3), as amended.

In addition to Development Strategies independent research, information was provided by the proposed developer BGC Advantage, as well as the following sources:

- Appraisals of all Keystone Homes properties prepared by the Gill Group
- Oke-Thomas +Associates architects
- The Snyder Construction Group
- Phase II site environmental studies by Spectrum Environmental, Inc.
- Asbestos inspections provided by Security Storage Service, Inc.
- Crime reports provided by the Springfield Police Department

A site visit was also conducted during October, 2020. Photographs from this visit are contained in Appendix A.

2.0 SUMMARY AND CONCLUSIONS

SUMMARY

This document undertakes, first, to identify those particular factors that might constitute and contribute to an overall, area-wide blighted condition and then, second, to make an objective determination whether or not those factors in aggregate justify a finding that the Redevelopment Area is blighted pursuant to Section 99.320(3), RSMo, which defines a blighted area as one that:

> *… 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[.]*

Based on the research conducted by Development Strategies' staff, and information obtained from various records of the City of Springfield and the developer (BGC Advantage), the Redevelopment Area is "blighted" by reason of deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare. Key factors in reaching this determination of blight are summarized below and described in greater detail in the following sections of this report.

Deterioration of Site Improvements

Thirty-five years of age is generally used as criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. As a result of age the apartments systems are at are near the end of their useful life and need replacement.

Needed improvements include:

- Exterior apartment buildings deficiencies – Siding that needs to be removed and replaced for all units, roofing shingles that need to be removed and replaced, windows that need to be replaced, and lack of adequate lighting at the front and rear of all units.

- Interior apartment units deficiencies – Electrical wiring that is not up to current code requirements, deteriorated flooring that needs to be replaced (many with asbestos concerns), interior doors and hardware that needs to be replaced, walls that need to be repaired and painted, insulation added to attics to provide adequate energy efficiency and comfort, new appliances (washer, dryer, and water heater) in all units to replace old and inefficient appliances, new furnaces and condensing units for all units to replace old and inefficient units, and the provision of broadband infrastructure currently missing for all units.

Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

- Lack of adequate fire detectors in units
- Lack of adequate CO2 detectors in units

Retardation of Provision of Housing Accommodations

- Need to retain essential affordable housing

Economic Liability

- It is essential to provide comprehensive reinvestment to sustain viability of apartment complex and economic viability of neighborhood,
- Need to overcome inability to pay reasonable taxes

Social Liability

- Need to enhance tax generation to provide social services for City of Springfield, Greene County, and other taxing jurisdictions
- Lack of essential broadband access

Menace to the Public Health, Safety, Morals, or Welfare

- Need to provide code compliant fire and CO2 detectors in residential units

FINDING OF BLIGHT

As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason of deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

3.0 BLIGHTING FACTORS

As described below, the Redevelopment Area suffers from deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

DETERIORATION OF IMPROVEMENTS

Building Improvements -- Although the age of a building does not automatically constitute a blighted condition, older structures, unless well maintained and updated regularly, tend to have problems with their electrical and mechanical systems, and often suffer from deferred maintenance, functional obsolescence, and gradual overall deterioration. Such is the case in the Redevelopment Area. The current structures were built in 1982, making them older than 35 years old, which is generally used as criteria for identifying older buildings that are likely to experience electrical and mechanical problems, and a tendency for gradual overall deterioration. While the Housing Authority has maintained the existing units, no significant comprehensive renovation has occurred for nearly forty years. As a result, a number of building items are at or near their useful life. Based on an analysis by Oke-Thomas + Associates architects, the following improvements need to be addressed:

Building Exteriors:

- All exterior siding needs to be removed and replaced
- Roof shingles need to be replaced
- All existing windows need to be replaced
- New wall mounted lighting needs to be added at the front and back of all units to provide safety and security.

Building Interiors:

- Electrical wiring in units does not meet current code standards and needs to be upgraded.
- Existing flooring in all units needs to be replaced
- All existing interior doors need to be replaced with new hardware added
- Existing insulation is inadequate and provide with R-43 insulation in all attics
- Interior walls need to repaired and painted
- For all units, existing washers and dryers are old and are not energy sufficient and need to be replaced with new energy efficient appliances

- For all units, existing water heaters are old and are not energy efficient and need to be replaced
- For all units, existing split system furnaces and condensing units are old and not energy efficient and need to be replaced
- Broadband infrastructure is missing and needs to be provided with for each dwelling unit consistent with the Federal Communication's requirements

FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Lack of Adequate Fire Warning system – Based on an inspection by Oke-Thomas + Associates architects, the smoke detectors in each residential unit are not up to current codes. There is a lack of detectors associated with bedrooms and electrical wiring for detectors needs to be upgraded. The lack of adequate detectors with battery backup creates a situation where a fire can get out of control before someone can catch a fire in its early stage.

Lack of Adequate CO2 Detectors – CO2 can be difficult to detect and potentially deadly. Existing units need to be brought up to code for this type of detectors.

RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS

Provision of Essential Affordable Housing -- The residential units currently available in the Redevelopment Area provide essential affordable housing that is badly needed and in short supply in the City of Springfield. However, without addressing the blighting factors discussed in this report the provision of this essential affordable housing is questioned.

ECONOMIC LIABILITY

Need for Substantial Reinvestment -- As a result of the blighting factors previously discussed, the Redevelopment Area constitutes an economic liability. The City of Springfield that must rely on continued revitalization and reinvestment in its existing buildings and neighborhoods. The residential units in the Redevelopment Area are at a point in their life cycle where significant reinvestment is need for the apartments to provide sustained viability. Without this investment the economic viability of the surrounding neighborhood will be negatively impacted.

Inability to Pay Reasonable Taxes -- The existing apartment units are currently owned by the Housing Authority of the City of Springfield. As a result, the property is tax exempt. There is currently a PILOT agreement with the City of Springfield, Greene County, Springfield R12 Schools, Springfield Workshop, OTC and the Collector of Revenue that generates nearly $1,400 which is significantly below what real estate taxes

would be if the property were fully assessed (currently estimated at least $2,800 per an appraisal conducted by the Gill Group). However, when improvements are made it could be anticipated that the taxes per unit would be significantly higher. Eliminating the blight in the Redevelopment Area would represent an investment that could allow new private ownership to pay reasonable taxes, if and when any agreed on incentives cease.

SOCIAL LIABILITY

The Redevelopment Area has also become a social liability, by virtue of the previously discussed blighting factors and the following consideration.

Lack of Adequate Tax Generation for Public Services – As a result of the non-profit taxing status of the Springfield Housing Authority, the taxes available to support badly needed public services (such as schools, libraries, health services, police and fire protection, etc.) for the City of Springfield, Greene County, and other taxing districts, are diminished compared to similar projects that are privately owned.

Lack of Broadband Access – None of the existing units currently have access to broadband infrastructure within their units. This lack of service is hampering the ability of tenants to access essential information and services necessary for daily life.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE

As a result of the previously discussed blighting factors, the Redevelopment Area has also become a menace to the public health, safety, morals, or welfare resulting from:

- The lack of current code compliant fire and CO2 detectors for residential units

APPENDIX A

PHOTOGRAPHS OF BLIGHTING CONDITIONS

View of typical entry, with dated siding



View of dated and mildewed siding, and poor wiring condition



View of dated building exterior and damaged vent



View of stained parking area



View of failing siding



View of unfinished ceiling in carport area



View of worn pavement and sidewalk conditions



View of broken sidewalk



View of worn chain link fence and gate



View of poor landscaping and site drainage



View of poor drainage and lack of landscape at unit entry



View of lack of landscaping and shade trees in rear yards



APPENDIX B

LEGAL DESCRIPTION OF EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description: TRACT III: (714, 716, 722, 724, 730, 732, 736, 738 W. Edgewood) ALL OF LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), MARDENA HILLS SOUTH SECOND ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. AND ALL OF LOT TWENTY-NINE (29) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. TRACT IV: (2628 & 2630 S. Grant Ave) ALL OF LOT THIRTY (30) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. TRACT V: (809, 811, 815, 817, 823, 825, 915, 917 W. Sunset) ALL OF LOTS TWENTY (20), TWENTY-FIVE (25), TWENTY-SIX (26), AND TWENTY-SEVEN (27), MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. TRACT VI: (1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E. High St.) ALL OF LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), FINAL PLAT FREMONT-HIGH ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. Addresses: 714, 716, 722, 724, 730, 732, 736, 738 West Edgewood, Springfield, MO 65807 2628, 2630 S Grant Ave. Springfield, MO 65807 1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E High St., Springfield, MO 65803 809, 811, 815, 817, 823, 825, 915, 917 West Sunset, Springfield, MO 65807

Exhibit 2

REDEVELOPMENT PLAN

FOR EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

SPRINGFIELD, MISSOURI

October 28, 2020

Redevelopment Plan

I. Introduction:

BGC Advantage, LLC, ("BGC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Keystone Family Homes, LP. The sites below have been combined and will be financed together in order to make the project financially feasible. There will be 5 units demolished at the Bolivar Road site. The overall project being financed is 297 units. Total development costs, total units, and total funds are impacted by all of the Redevelopment Plans.

SITE NAME	ADDRESS	NO. OF UNITS
Glenwood Apartments	722 E Glenwood	33
Scattered Apartments	1633, 1635, 1639, 1641, 1643, 1645 North Delaware	32
	714, 716, 722, 724, 730, 732, 736, 738 West Edgewood	
	2628, 2630 S Grant Ave.	
	1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E High St	
	809, 811, 815, 817, 823, 825, 915, 917 West Sunset	
Circles Apartments	1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware	20
	405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct	
Dogwood Square Apartments	800 Block S. Campbell	24
	800 Block S. Patton	
	300 Block W. Madison	
Cedarbrook Apartments	811 N. Cedarbrook Ave	80
Villa Marie/Norton Road Apartments	1000 Block E Villa Marie / Norton Rd.	32
Bolivar Road Apartments	2336 N Bolivar Rd & house located at 2301 N Fort	81
	TOTAL UNITS 302	

Keystone Family Homes, LP, a Missouri limited liability company (the "***Developer***"), has prepared the following plan (the "***Redevelopment Plan***") for the redevelopment of about 1 acre in Springfield, Missouri. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area built in 1982 and replacing it with an attractive and well-constructed neighborhood development consisting of 8 residential units (the "***Project***"). The Development located at 1405-1425 East High Street, Springfield, Missouri, will include 4 buildings that serve as a part of an apartment complex and consists of 8 units, with the following breakdown: 4-two bedroom units and 4-three bedroom units. The project will serve very low income families with rents based on the residents paying no more than 30% of their adjusted income. The rents will be set by the US Department of Housing and Urban Development ("HUD"). These will be restricted and will have a contract for project based vouchers as follows:

Rents for Apartments located on East High and a Part of Scattered Apartments		
4	2 BR – RAD	$656
4	3 BR – RAD	$820

The project will have the appearance of low rise multi family structures through thoughtful design that considers the character of the existing neighborhood. The property is made up of one-story homes. The Project will provide housing for 8 families. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $1.59 million of the total development cost for this project to redevelop the site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are 4 residential buildings in the Redevelopment Area. The development was built by HAS. Keystone Family Homes, LP, will acquire the property with HUD's approval. The project will be renovated if approved by HUD for a Redevelopment through the Rental Assistance Demonstration Program ("RAD").

A. RAD

RAD was created in order to give Public Housing Authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $26 billion nationwide backlog of deferred physical needs. RAD also gives public housing authorities the opportunity to enter into long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to **leverage public and private debt and equity in order to reinvest in the public housing stock**. This is critical given the backlog of public housing capital needs - estimated at over $35 billion. There is an estimated $18,281,762 total of physical needs at Keystone Family Homes of which includes apartments located in the East High Street Public Housing Redevelopment Area. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. **This ensures that the units remain permanently affordable to low-income households**. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, **maintain the same basic rights** as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD **maintains the ongoing public stewardship** of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. HAS will continue to own the ground and lease it to the Partnership. The HAS's nonprofit, Breckenridge Development Services, Inc. is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, **relying on shifting existing levels of public housing funds to the Section 8 accounts** as properties convert.

B. PILOT and PRIVATE INVESTMENT

HAS has had a cooperation agreement that allowed for a Payment in Lieu of Taxes (PILOT); however, in order to leverage the private investment to the property, HAS must take several actions to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day to day operation of the business. With this structure, HAS units remain earmarked for affordable housing, with layer funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the PILOT to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. The organizational structure is such that net cash flow generated will be available primarily to HAS. The project is now in need of the tax abatement assistance through the LCRA to keep the rents low and make the project financially feasible.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains estimated 1 acre and is situated on 1405-1425 East High Street, in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which analysis is based on four indicators: (a) the population statistics show that the lower income cohort is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's LMISD data and the number of foreclosed and vacant housing units, there is an increasing need for decent affordable housing. This is expected to grow at a moderate increase for the next 5 years of over

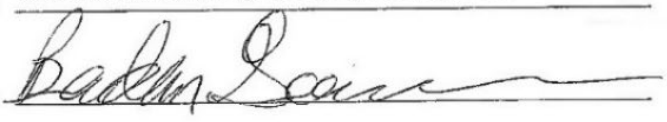
4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Brendan Griesemer, AICP, on February 10, 2020. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five Year Plan and Annual Plan and PHA Certifications of

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. Type or clearly print the following information:)

Applicant Name:	The Housing Authority of Springfield
Project Name:	Bolivar Road Apartments & Glenwood Apartments
Location of the Project:	2336 N Bolivar Road / 722 E Glenwood Street
	Springfield , MO / Springfield, MO
Name of the Federal Program to which the applicant is applying:	Low Income Housing Tax Credits
Name of Certifying Jurisdiction:	City of Springfield, Missouri
Certifying Official of the Jurisdiction Name:	Brendan Griesemer, AICP
Title:	Assistant Director Planning and Development Department
Signature:	
Date:	2-10-2020

Compliance with the PHA Plans and related regulations.

ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2019-2020 Plan outlines the need for RAD and the investment need for rehabilitation at the apartments located in the East High Street Public Housing Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will facilitate the investment of an estimated $12,608,775 of equity into the project with a total development costs of $43 million. The sources of funding include:

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000

SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health – especially considering the fact that the apartments located in the East High Street Public Housing Redevelopment Area serve a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Redevelopment Area diminish the public morale and welfare with respect to the perception of this portion of the City.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all of the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable as a way to provide housing to the very low income.

Due to the condition of the units in the Redevelopment Area, substantial capital investment will be necessary to rehabilitate the structures and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The units will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunity for the City. If the apartments located in the East High Street Public Housing Redevelopment Area are not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. In order to have safe, sanitary, livable units, blight must be removed and the area redeveloped as affordable housing serving the very low income. The Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and Section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a neighborhood consisting of 8 residential units. The bedroom mix and rents are:

Rents for Apartments located on East High and a Part of Scattered Apartments		
4	2 BR – RAD	$656

4	3 BR – RAD	$820

Each building has a unit dedicated to a family dwelling. The appearance of the structures through thoughtful redesign and preservation is key. In total, the project will accommodate up to approximately 8 families. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. There will be front door and back door lights at every unit. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping, architectural/design elements and will incorporate updated design features such as a front porch columns.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of 6 dwelling buildings on about 1 acre. The development was built in 1982.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a rehabilitated neighborhood consisting of 8 residential units (4 – 2BR and 4 – 3BR). The land will remain the same.

All the living space will be on the ground floor. There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. The sidewalks and streets will be updated so units to the extent feasible will be visitable. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit "C" and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is zoned R-TH, Residential Townhouse District. The subject is a legal, conforming use. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

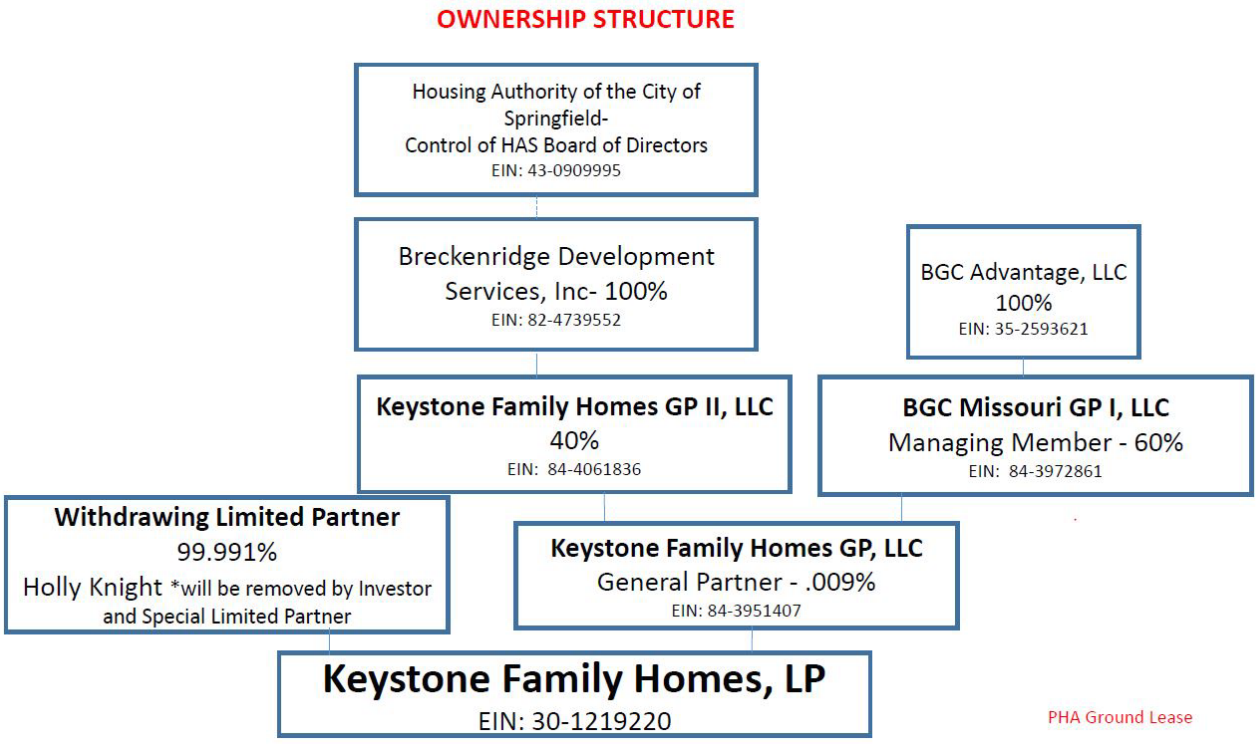
V. Execution of the Project:

A. Execution

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

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. See sources and uses below for the entire Keystone Family Homes project, as well as Exhibit "E" attached which includes the Development Budget and Sources of Funds for apartments located in the East High Street Public Housing Redevelopment Area.

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066

SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

D. Disposition of Property

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

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Keystone project has accumulated approximately 80 vacant units across the sites. Families will be relocated within the public housing/Keystone sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's approved relocation plan)

F. Redevelopment Schedule and Estimated Dates of Completion

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

- Pre-Construction (Inspections/Permits): Completed by December 2020
- Rehabilitation of units: Completed by November 2022
- Re-occupancy of site and new lease up completed by December 2022

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the "Code") the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and attractive neighborhood providing housing for 8 families that are at or below 60% Area Median income that eliminates existing blight would not be feasible. Exhibit "F" contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project using the Net Operating Income Approach. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, while the tax revenue over the next 10 years would be reduced by approximately $16,770 the affected taxing jurisdictions would see a net positive impact of $2,076 in the cumulative receipt of property tax revenue over the next 10 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also in compliance with HUD, MHDC, and the HAS Public Housing Annual and 5 Year Plan. the Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Prior to application for Certificate of Qualification for Tax Abatement (the "Certificate") issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall at a minimum address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 8 housing units on about a 1 acre site. In total, the Project will provide housing for 8 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns.

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Exhibit A

MAP OF REDEVELOPMENT AREA – EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

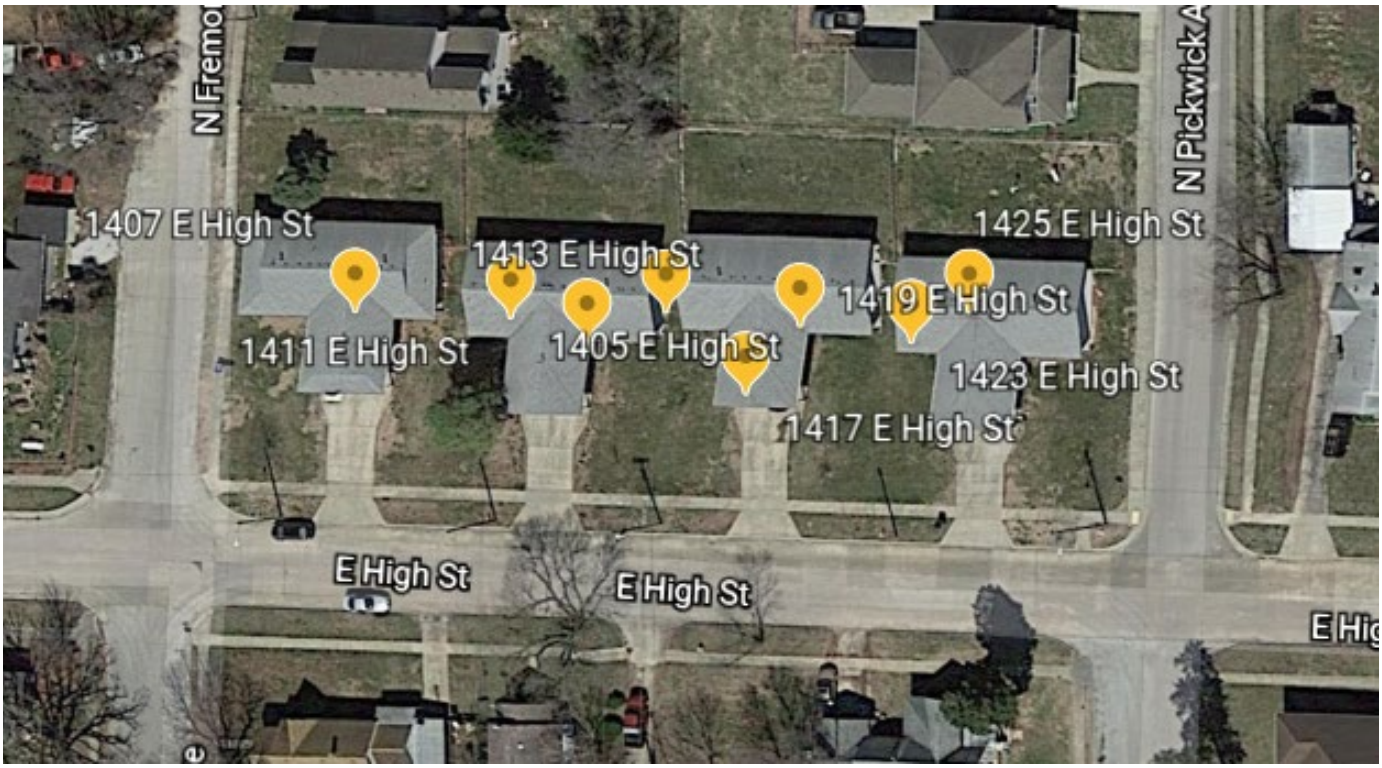


Exhibit B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA – EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description:

TRACT III: (714, 716, 722, 724, 730, 732, 736, 738 W. Edgewood)
ALL OF LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), MARDENA HILLS SOUTH SECOND ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
AND
ALL OF LOT TWENTY-NINE (29) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
TRACT IV: (2628 & 2630 S. Grant Ave)
ALL OF LOT THIRTY (30) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
TRACT V: (809, 811, 815, 817, 823, 825, 915, 917 W. Sunset)
ALL OF LOTS TWENTY (20), TWENTY-FIVE (25), TWENTY-SIX (26), AND TWENTY-SEVEN (27), MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
TRACT VI: (1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E. High St.)
ALL OF LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), FINAL PLAT FREMONT-HIGH ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

714, 716, 722, 724, 730, 732, 736, 738 West Edgewood, Springfield, MO 65807
2628, 2630 S Grant Ave. Springfield, MO 65807
1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E High St., Springfield, MO 65803
809, 811, 815, 817, 823, 825, 915, 917 West Sunset, Springfield, MO 65807

Exhibit C

SITE PLAN – EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

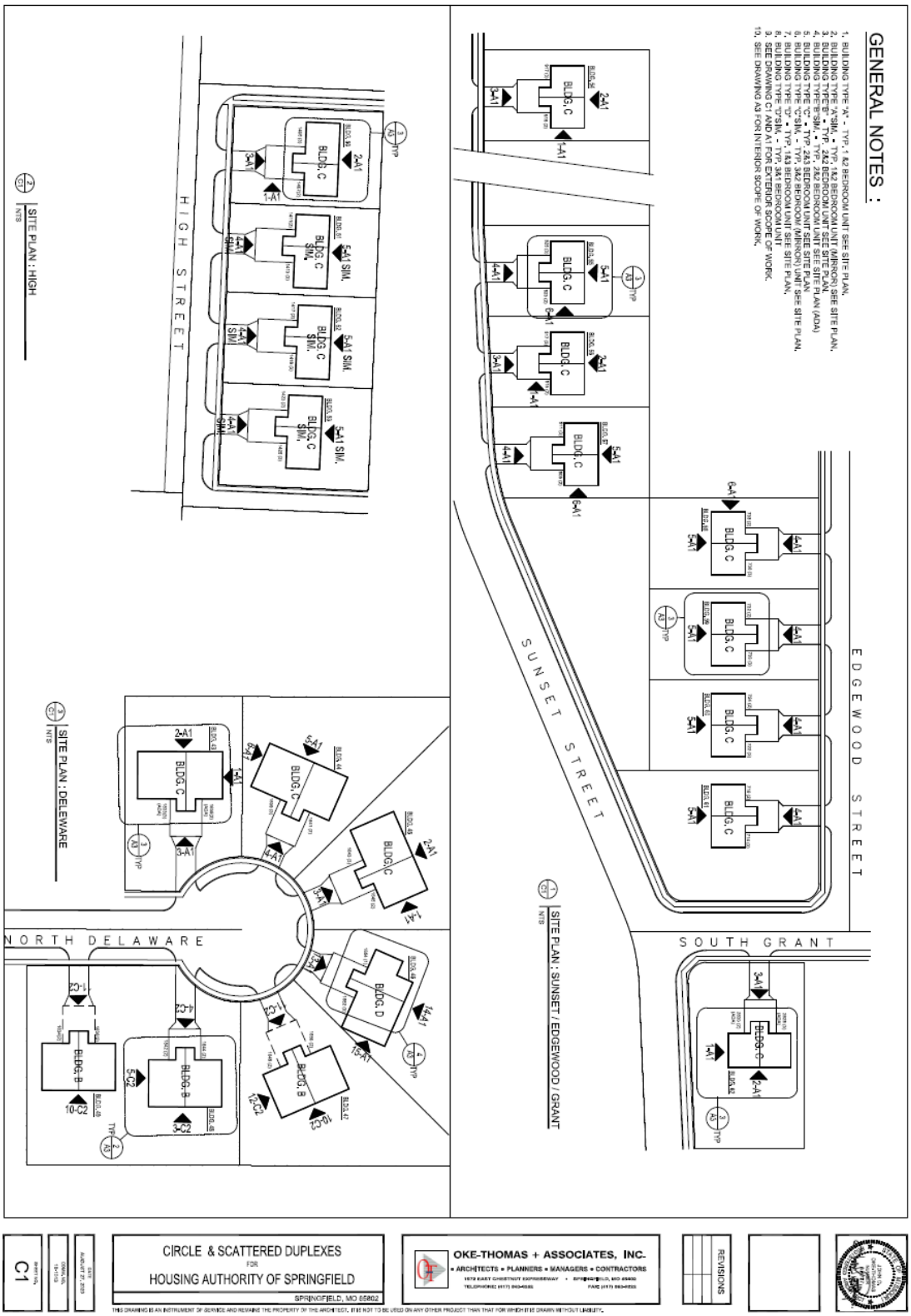
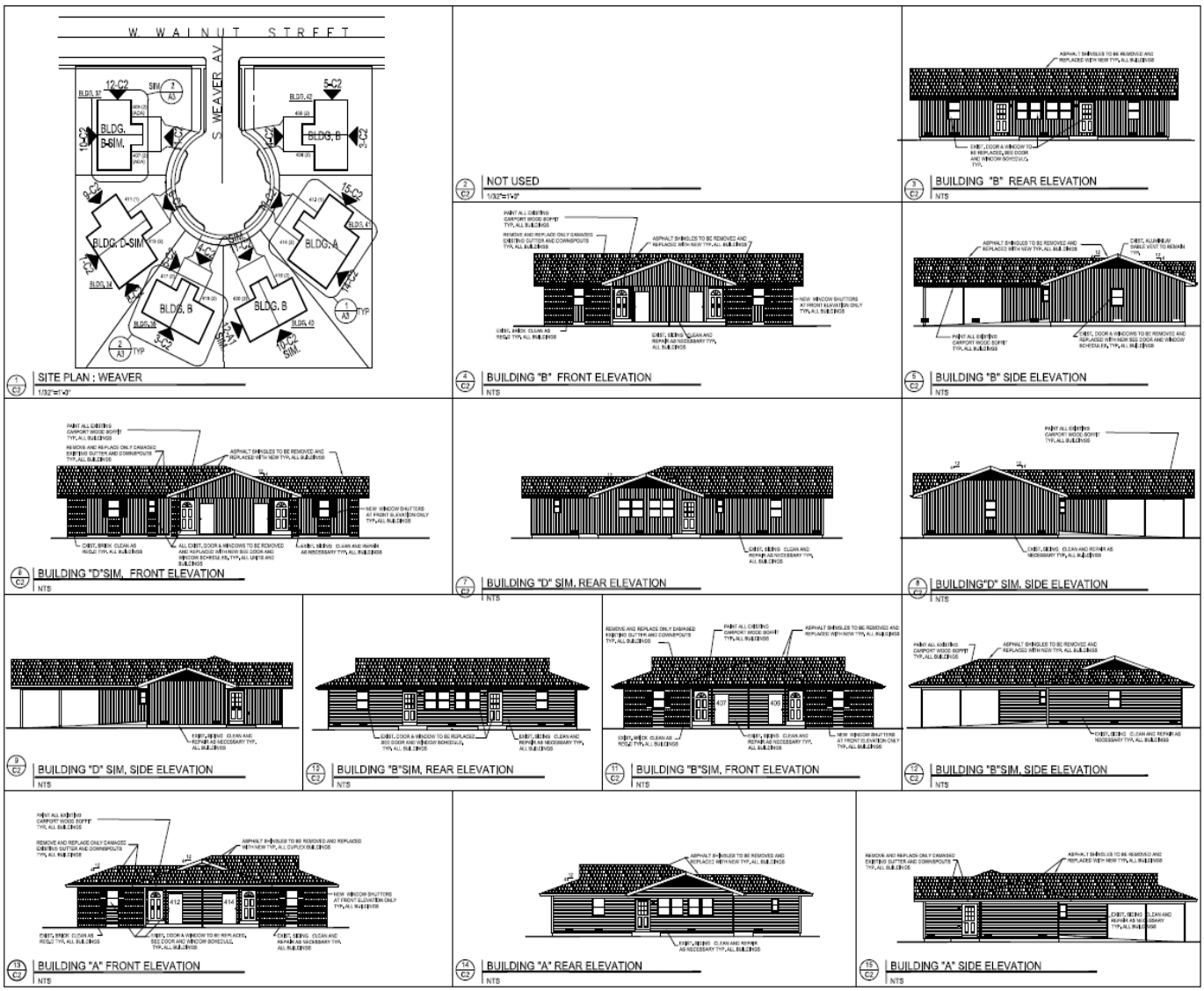


Exhibit D

SITE LAYOUT AND DESIGN – EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA



A2

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1970 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE (417) 862-0303 FAX2 (417) 862-0333

REVISIONS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.



A3

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1910 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE (417) 865-4700 FAX (417) 865-4222

REVISIONS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

Exhibit E

TAX IMPACT ANALYSIS – EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

[Please see attached]

East High Street

Tax Impact Analysis for 1400 Block of E High Street

City of Springfield, MO
10/28/20 v2

East High Street
2020 Real Estate Assessment & Taxes

1400 Block of E High Street

Current Assessment Ratio 19%

	Appraised*	Assessed
Land	$ -	$ -
Improvements	$ 234,348	
Total	$ 234,348	

Jurisdiction	**Tax**	**Levy per $100**
State of Missouri		0.0300
County General Revenue		0.1248
County Road and Bridge		0.1248
County Sheltered Workshop		0.0467
County Library		0.2434
OTC College		0.1996
Springfield R12 Schools		4.2727
City of Springfield		0.6196
Senior District		0.0493
	$ -	5.7109

* Per Tax Assessor Estimate Using 2019 Actual NOI Valuation with 7.0% Cap Rate

East High Street
Tax Impact Analysis - Assessment Assumptions

	2020								
	Appraised			Assessed					
	Land	Improvements	Total		Land	Improvements	Total		
Property									
1400 Block of East High Street	$ -	$ 234,348	$ 234,348		$ -	$ 44,526	$ 44,526		
Totals	$ -	$ 234,348	$ 234,348		$ -	$ 44,526	$ 44,526		

		Redevelopment Estimate							
		Appraised *				Assessed			
		Land	Improvements	Total		Land	Improvements	Total	
	Property								
Commercial		$ -		$ -		$ -	$ -	$ -	
Residential									
East High Street			$ 379,901	$ 379,901		$ -	$ 72,181	$ 72,181	
	Totals	$ -	$ 379,901	$ 379,901		$ -	$ 72,181	$ 72,181	

Breakdown of Land/Improvement Values
Assessment Ratio (Commercial) 32%
Assessment Ratio (Residential) 19%

* Based on Net Income Valuation

East High Street
Tax Impact Analysis
Projected Tax Without Redevelopment

Biennial Growth Rate Assumptions - Real Estate Taxes -1%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	44,526	44,526	13.36	55.57	55.57	20.79	108.38	88.87	1,902.47	275.88	21.95	-	2,542.84
2	2022	-	44,526	44,526	13.36	55.57	55.57	20.79	108.38	88.87	1,902.47	275.88	21.95	-	2,542.84
3	2023	-	44,081	44,081	13.22	55.01	55.01	20.59	107.29	87.99	1,883.44	273.12	21.73	-	2,517.41
4	2024	-	44,081	44,081	13.22	55.01	55.01	20.59	107.29	87.99	1,883.44	273.12	21.73	-	2,517.41
5	2025	-	43,640	43,640	13.09	54.46	54.46	20.38	106.22	87.11	1,864.61	270.39	21.51	-	2,492.24
6	2026	-	43,640	43,640	13.09	54.46	54.46	20.38	106.22	87.11	1,864.61	270.39	21.51	-	2,492.24
7	2027	-	43,204	43,204	12.96	53.92	53.92	20.18	105.16	86.23	1,845.96	267.69	21.30	-	2,467.32
8	2028	-	43,204	43,204	12.96	53.92	53.92	20.18	105.16	86.23	1,845.96	267.69	21.30	-	2,467.32
9	2029	-	42,772	42,772	12.83	53.38	53.38	19.97	104.11	85.37	1,827.50	265.01	21.09	-	2,442.64
10	2030	-	42,772	42,772	12.83	53.38	53.38	19.97	104.11	85.37	1,827.50	265.01	21.09	-	2,442.64
		Total			130.93	544.68	544.68	203.82	1,062.31	871.14	18,647.96	2,704.21	215.17	-	24,924.90

East High Street
Tax Impact Analysis
Projected Tax Revenue With Redevelopment but Without Abatement

Biennial Growth Rate Assumptions - Real Estate Taxes 3%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	72,181	72,181	21.65	90.08	90.08	33.71	175.69	144.07	3,084.09	447.24	35.59	-	4,122.20
2	2022	-	72,181	72,181	21.65	90.08	90.08	33.71	175.69	144.07	3,084.09	447.24	35.59	-	4,122.20
3	2023	-	74,347	74,347	22.30	92.78	92.78	34.72	180.96	148.40	3,176.61	460.65	36.65	-	4,245.87
4	2024	-	74,347	74,347	22.30	92.78	92.78	34.72	180.96	148.40	3,176.61	460.65	36.65	-	4,245.87
5	2025	-	76,577	76,577	22.97	95.57	95.57	35.76	186.39	152.85	3,271.91	474.47	37.75	-	4,373.24
6	2026	-	76,577	76,577	22.97	95.57	95.57	35.76	186.39	152.85	3,271.91	474.47	37.75	-	4,373.24
7	2027	-	78,874	78,874	23.66	98.44	98.44	36.83	191.98	157.43	3,370.07	488.71	38.89	-	4,504.44
8	2028	-	78,874	78,874	23.66	98.44	98.44	36.83	191.98	157.43	3,370.07	488.71	38.89	-	4,504.44
9	2029	-	81,241	81,241	24.37	101.39	101.39	37.94	197.74	162.16	3,471.17	503.37	40.05	-	4,639.57
10	2030	-	81,241	81,241	24.37	101.39	101.39	37.94	197.74	162.16	3,471.17	503.37	40.05	-	4,639.57
		Total			229.93	956.52	956.52	357.93	1,865.52	1,529.81	32,747.69	4,748.86	377.85	-	43,770.63

East High Street
Tax Impact Analysis
Projected Tax Revenue With Redevelopment and Abatement

Annual Growth Rate Assumptions - Real Estate Taxes	3%
Estimated Abatement of Redevelopment Impact	100%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	44,526	44,526	13.36	55.57	55.57	20.79	108.38	88.87	1,902.47	275.88	21.95	-	2,542.84
2	2022	-	44,526	44,526	13.36	55.57	55.57	20.79	108.38	88.87	1,902.47	275.88	21.95	-	2,542.84
3	2023	-	45,862	45,862	13.76	57.24	57.24	21.42	111.63	91.54	1,959.54	284.16	22.61	-	2,619.13
4	2024	-	45,862	45,862	13.76	57.24	57.24	21.42	111.63	91.54	1,959.54	284.16	22.61	-	2,619.13
5	2025	-	47,238	47,238	14.17	58.95	58.95	22.06	114.98	94.29	2,018.33	292.68	23.29	-	2,697.70
6	2026	-	47,238	47,238	14.17	58.95	58.95	22.06	114.98	94.29	2,018.33	292.68	23.29	-	2,697.70
7	2027	-	48,655	48,655	14.60	60.72	60.72	22.72	118.43	97.12	2,078.88	301.47	23.99	-	2,778.63
8	2028	-	48,655	48,655	14.60	60.72	60.72	22.72	118.43	97.12	2,078.88	301.47	23.99	-	2,778.63
9	2029	-	50,115	50,115	15.03	62.54	62.54	23.40	121.98	100.03	2,141.24	310.51	24.71	-	2,861.99
10	2030	-	50,115	50,115	15.03	62.54	62.54	23.40	121.98	100.03	2,141.24	310.51	24.71	-	2,861.99
		Total			141.84	590.04	590.04	220.79	1,150.77	943.69	20,200.90	2,929.41	233.09	-	27,000.57

East High Street
Tax Impact Analysis

Jurisdiction	Ten Year Tax Revenue: Without Redevelopment or Abatement	Ten Year Tax Revenue: With Redevelopment and Abatement	Impact on Jurisdiction
State of Missouri	$ 130.93	$ 141.84	$ 10.90
County General	$ 544.68	$ 590.04	$ 45.36
Road	$ 544.68	$ 590.04	$ 45.36
Co Dev Dis	$ 203.82	$ 220.79	$ 16.97
Library	$ 1,062.31	$ 1,150.77	$ 88.47
OCT College	$ 871.14	$ 943.69	$ 72.55
R12 Schools	$ 18,647.96	$ 20,200.90	$ 1,552.95
City of Springfield	$ 2,704.21	$ 2,929.41	$ 225.20
Senior District	$ 215.17	$ 233.09	$ 17.92
Commercial Sur Tax	$ -	$ -	$ -
Totals	$ 24,924.90	$ 27,000.57	$ 2,075.67

Ten Year
Project Trending East High Street

Percent Annual Adjustment:	2.00%	Income
	3.00%	Expense
	3.00%	Reserves
	7.00%	Vacancy Rate
	2.00%	Other Income

	Year One		Year Two		Year Three		Year Four	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	68,208	68,208	69,572	69,572	70,964	70,964	72,383	72,383
Gross Rental Income (Affordable Other)	-	-	-	-	-	-	-	-
Other Income	521	521	532	532	542	542	553	553
Subtotal Income	68,729	68,729	70,104	70,104	71,506	71,506	72,936	72,936
Less Vacancy	(4,811)	(4,811)	(4,907)	(4,907)	(5,005)	(5,005)	(5,106)	(5,106)
Total Income	63,918	63,918	65,197	65,197	66,500	66,500	67,830	67,830
Expenses								
Administrative	6,580	6,580	6,778	6,778	6,981	6,981	7,190	7,190
Asset Management Fee	3,196	3,196	3,292	3,292	3,391	3,391	3,492	3,492
Tenant Services	390	390	402	402	414	414	427	427
Utility Expense	4,575	4,575	4,713	4,713	4,854	4,854	5,000	5,000
Ordinary maintenance and Operations	11,807	11,807	12,161	12,161	12,526	12,526	12,902	12,902
Protective Services	350	350	361	361	371	371	382	382
Real Estate Taxes or PILOT	4,122	2,543	4,122	2,543	4,246	2,619	4,246	2,619
Property Insurance	2,777	2,777	2,860	2,860	2,946	2,946	3,034	3,034
Liability Insurance	877	877	903	903	930	930	958	958
Other General Expenses	250	250	258	258	265	265	273	273
Total Operating Expenses	34,925	33,346	35,973	34,270	37,052	35,298	38,163	36,278
Reserve for Replacements	2,400	2,400	2,472	2,472	2,546	2,546	2,623	2,623
TOTAL EXPENSES INCLUDING RESERVES	37,325	35,746	38,445	36,742	39,598	37,844	40,786	38,901
NET OPERATING INCOME	26,593	28,172	26,752	28,455	26,903	28,656	27,045	28,930
Less Debt Service - 1st Mort.	24,404	24,404	24,404	24,404	24,404	24,404	24,404	24,404
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	2,189	3,768	2,348	4,050	2,498	4,252	2,640	4,525
Loan to Value	76.47%	80.63%	77.15%	81.64%	77.81%	82.44%	78.46%	83.52%
Debt Coverag Ratio Bank Loan	1.09	1.15	1.10	1.17	1.10	1.17	1.11	1.19
Market Value	386,577	407,633	389,652	412,356	392,649	416,034	395,562	420,696

Ten Year
Project Trending East High Street

	Year Five		Year Six		Year Seven		Year Eight	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	73,831	73,831	75,307	75,307	76,813	76,813	78,350	78,350
Gross Rental Income (Affordable Other)	-	-	-	-	-	-	-	-
Other Income	564	564	575	575	587	587	599	599
Subtotal Income	74,395	74,395	75,883	75,883	77,400	77,400	78,948	78,948
Less Vacancy	(5,208)	(5,208)	(5,312)	(5,312)	(5,418)	(5,418)	(5,526)	(5,526)
Total Income	69,187	69,187	70,571	70,571	71,982	71,982	73,422	73,422
Expenses								
Administrative	7,406	7,406	7,628	7,628	7,857	7,857	8,093	8,093
Asset Management Fee	3,597	3,597	3,705	3,705	3,816	3,816	3,931	3,931
Tenant Services	439	439	453	453	466	466	480	480
Utility Expense	5,150	5,150	5,304	5,304	5,463	5,463	5,627	5,627
Ordinary maintenance and Operations	13,289	13,289	13,688	13,688	14,098	14,098	14,521	14,521
Protective Services	394	394	406	406	418	418	430	430
Real Estate Taxes or PILOT	4,373	2,698	4,373	2,698	4,504	2,779	4,504	2,779
Property Insurance	3,125	3,125	3,219	3,219	3,316	3,316	3,415	3,415
Liability Insurance	987	987	1,017	1,017	1,047	1,047	1,079	1,079
Other General Expenses	281	281	290	290	299	299	307	307
Total Operating Expenses	39,308	37,367	40,488	38,407	41,702	39,559	42,953	40,662
Reserve for Replacements	2,701	2,701	2,782	2,782	2,866	2,866	2,952	2,952
TOTAL EXPENSES INCLUDING RESERVES	42,009	40,068	43,270	41,189	44,568	42,425	45,905	43,614
NET OPERATING INCOME	27,178	29,119	27,301	29,382	27,414	29,558	27,517	29,808
Less Debt Service - 1st Mort.	24,404	24,404	24,404	24,404	24,404	24,404	24,404	24,404
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	2,773	4,715	2,897	4,978	3,010	5,153	3,113	5,404
Loan to Value	79.16%	84.31%	79.78%	85.30%	80.38%	86.07%	80.95%	87.04%
Debt Coverag Ratio Bank Loan	1.11	1.19	1.12	1.20	1.12	1.21	1.13	1.22
Market Value	398,384	424,273	401,111	428,855	403,735	432,312	406,249	436,795

Ten Year
Project Trending East High Street

	Year Nine		Year Ten	
	Projections	W/Abatement	Projections	W/Abatement
Income				
Gross Rental Income (RAD)	79,917	79,917	81,515	81,515
Gross Rental Income (Affordable Other)	-	-	-	-
Other Income	611	611	623	623
Subtotal Income	80,527	80,527	82,138	82,138
Less Vacancy	(5,637)	(5,637)	(5,750)	(5,750)
Total Income	74,890	74,890	76,388	76,388
Expenses				
Administrative	8,336	8,336	8,586	8,586
Asset Management Fee	4,048	4,048	4,170	4,170
Tenant Services	495	495	509	509
Utility Expense	5,796	5,796	5,970	5,970
Ordinary maintenance and Operations	14,957	14,957	15,405	15,405
Protective Services	443	443	457	457
Real Estate Taxes or PILOT	4,639	2,862	4,639	2,862
Property Insurance	3,518	3,518	3,623	3,623
Liability Insurance	1,111	1,111	1,144	1,144
Other General Expenses	317	317	326	326
Total Operating Expenses	44,242	41,882	45,569	43,053
Reserve for Replacements	3,040	3,040	3,131	3,131
TOTAL EXPENSES INCLUDING RESERVES	47,282	44,922	48,701	46,184
NET OPERATING INCOME	27,608	29,968	27,688	30,204
Less Debt Service - 1st Mort.	24,404	24,404	24,404	24,404
Less Debt Service - Other Amortizing	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	3,204	5,564	3,283	5,800
Loan to Value	81.51%	87.78%	82.04%	88.73%
Debt Coverag Ratio Bank Loan	1.13	1.23	1.13	1.24
Market Value	408,647	440,109	410,921	444,472

Loan Calculator with Extra Payments

	Enter Values	Instructions
Loan Amount	$506,000.00	
Annual Interest Rate	3.74%	
Loan Period in Years	40	Must be between 1 and 30 years.
Start Date of Loan	1/1/2021	
Optional Extra Payments		If your extra payments vary, enter them in the table below.

Scheduled Monthly Payment	$ 2,033.69	24,404	Annual Debt Service
Scheduled Number of Payments	480		
Actual Number of Payments	361		
Total Early Payments	$ -		
Total Interest	$ 429,469.28		

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2021	$ 506,000.00	$ 2,033.69	$ -	$ 2,033.69	$ 456.66	$ 1,577.03	$ 505,543.34
2	2/1/2021	505,543.34	2,033.69	-	2,033.69	458.08	1,575.61	505,085.26
3	3/1/2021	505,085.26	2,033.69	-	2,033.69	459.51	1,574.18	504,625.75
4	4/1/2021	504,625.75	2,033.69	-	2,033.69	460.94	1,572.75	504,164.81
5	5/1/2021	504,164.81	2,033.69	-	2,033.69	462.38	1,571.31	503,702.43
6	6/1/2021	503,702.43	2,033.69	-	2,033.69	463.82	1,569.87	503,238.62
7	7/1/2021	503,238.62	2,033.69	-	2,033.69	465.26	1,568.43	502,773.35
8	8/1/2021	502,773.35	2,033.69	-	2,033.69	466.71	1,566.98	502,306.64
9	9/1/2021	502,306.64	2,033.69	-	2,033.69	468.17	1,565.52	501,838.47
10	10/1/2021	501,838.47	2,033.69	-	2,033.69	469.63	1,564.06	501,368.84
11	11/1/2021	501,368.84	2,033.69	-	2,033.69	471.09	1,562.60	500,897.75
12	12/1/2021	500,897.75	2,033.69	-	2,033.69	472.56	1,561.13	500,425.19
13	1/1/2022	500,425.19	2,033.69	-	2,033.69	474.03	1,559.66	499,951.16
14	2/1/2022	499,951.16	2,033.69	-	2,033.69	475.51	1,558.18	499,475.65
15	3/1/2022	499,475.65	2,033.69	-	2,033.69	476.99	1,556.70	498,998.66
16	4/1/2022	498,998.66	2,033.69	-	2,033.69	478.48	1,555.21	498,520.18
17	5/1/2022	498,520.18	2,033.69	-	2,033.69	479.97	1,553.72	498,040.21
18	6/1/2022	498,040.21	2,033.69	-	2,033.69	481.47	1,552.23	497,558.74
19	7/1/2022	497,558.74	2,033.69	-	2,033.69	482.97	1,550.72	497,075.78
20	8/1/2022	497,075.78	2,033.69	-	2,033.69	484.47	1,549.22	496,591.30
21	9/1/2022	496,591.30	2,033.69	-	2,033.69	485.98	1,547.71	496,105.32
22	10/1/2022	496,105.32	2,033.69	-	2,033.69	487.50	1,546.19	495,617.83
23	11/1/2022	495,617.83	2,033.69	-	2,033.69	489.02	1,544.68	495,128.81
24	12/1/2022	495,128.81	2,033.69	-	2,033.69	490.54	1,543.15	494,638.27
25	1/1/2023	494,638.27	2,033.69	-	2,033.69	492.07	1,541.62	494,146.20
26	2/1/2023	494,146.20	2,033.69	-	2,033.69	493.60	1,540.09	493,652.60
27	3/1/2023	493,652.60	2,033.69	-	2,033.69	495.14	1,538.55	493,157.46
28	4/1/2023	493,157.46	2,033.69	-	2,033.69	496.68	1,537.01	492,660.78
29	5/1/2023	492,660.78	2,033.69	-	2,033.69	498.23	1,535.46	492,162.55
30	6/1/2023	492,162.55	2,033.69	-	2,033.69	499.78	1,533.91	491,662.76
31	7/1/2023	491,662.76	2,033.69	-	2,033.69	501.34	1,532.35	491,161.42
32	8/1/2023	491,161.42	2,033.69	-	2,033.69	502.90	1,530.79	490,658.51
33	9/1/2023	490,658.51	2,033.69	-	2,033.69	504.47	1,529.22	490,154.04
34	10/1/2023	490,154.04	2,033.69	-	2,033.69	506.04	1,527.65	489,648.00
35	11/1/2023	489,648.00	2,033.69	-	2,033.69	507.62	1,526.07	489,140.38
36	12/1/2023	489,140.38	2,033.69	-	2,033.69	509.20	1,524.49	488,631.17
37	1/1/2024	488,631.17	2,033.69	-	2,033.69	510.79	1,522.90	488,120.38
38	2/1/2024	488,120.38	2,033.69	-	2,033.69	512.38	1,521.31	487,608.00
39	3/1/2024	487,608.00	2,033.69	-	2,033.69	513.98	1,519.71	487,094.02
40	4/1/2024	487,094.02	2,033.69	-	2,033.69	515.58	1,518.11	486,578.44
41	5/1/2024	486,578.44	2,033.69	-	2,033.69	517.19	1,516.50	486,061.25
42	6/1/2024	486,061.25	2,033.69	-	2,033.69	518.80	1,514.89	485,542.45
43	7/1/2024	485,542.45	2,033.69	-	2,033.69	520.42	1,513.27	485,022.03
44	8/1/2024	485,022.03	2,033.69	-	2,033.69	522.04	1,511.65	484,499.99
45	9/1/2024	484,499.99	2,033.69	-	2,033.69	523.67	1,510.02	483,976.33
46	10/1/2024	483,976.33	2,033.69	-	2,033.69	525.30	1,508.39	483,451.03
47	11/1/2024	483,451.03	2,033.69	-	2,033.69	526.94	1,506.76	482,924.10
48	12/1/2024	482,924.10	2,033.69	-	2,033.69	528.58	1,505.11	482,395.52
49	1/1/2025	482,395.52	2,033.69	-	2,033.69	530.23	1,503.47	481,865.29

SFG SPECIALTY FINANCE GROUP

A Division of Cedar Rapids Bank & Trust

September 22, 2020

Ms. Holly Knight
BGC Advantage, LLC
192 Bastille Lane, Suite 300
Ruston, LA 71270

Dear Holly:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt construction/equity bridge and term bond/loan term sheet for your Keystone RAD Apartment Section 8 Acquisition Rehabilitation project located in Springfield, MO. The following outlines the general loan terms and conditions for your review and consideration:

4% LIHTC Tax Exempt Permanent Term Bond/Loan "A Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Loan Amount:	Lesser of (a) $20,200,000 (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan or (c) the amount such that the loan amount will not exceed 90% of the As Completed Stabilized Appraised Value.
Purpose:	Proceeds shall be used for the acquisition and construction costs associated with the project, with the funds beyond those used for the acquisition of the property only being advanced based on required/approved construction draws.
Tax Exempt Interest Rate:	The estimated tax-exempt fixed interest rate as of September 10, 2020 is 3.74%. The interest rate shall be fixed by a SWAP Agreement that is calculated to have the loan immediately fund, with the underlying Loan accruing interest at the tax exempt rate of 79% of 30 Day Libor + 2.00%. The SWAP loan structure/term will include 3 years of interest only followed by 18 years of principal and interest with 40 year amortization. Excess loan proceeds beyond those required to acquire the property will be held in escrow in a restricted money market account at CRBT until theses proceeds are used for required/approved construction draws for the rehabilitation of the property as needed. The money market will pay an interest rate of 0.50% estimated as of August 3, 2020, and will adjust quarterly based on changes in market conditions.

	Rate estimates above will continue to fluctuate based on the Market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the SWAP in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.
Loan Fee:	$10,000.
Maturity Date:	21 years
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Repayment Terms:	Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 21 year term.
Collateral:	First Real Estate Mortgage on the real property for the project referred to as Keystone RAD Apartments located Springfield, MO, and an assignment of rents and leases of the real property.
Guarantors:	**Construction**: Full Recourse Guarantees from the Developer/Owners and the General Partner. **Perm**: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

4% LIHTC Tax Exempt Draw-Up Construction/Equity Bridge Bond/Loan "B Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Draw-Up Loan Facility:	Up to $2,000,000 or the amount necessary to meet or exceed the 50% Tax Exempt Bond Test measured at the funding of the loan, which may include a cushion by the Sponsor to ensure that the 50% Test is met.
Loan Term:	36 Months.
Use of Proceeds:	Proceeds shall be used for the construction costs associated with the project and will not be advanced until 100% of the escrowed term bond/loan proceeds are fully advanced and funded first.
Tax Exempt Rate Options:	Option #1: Tax Exempt - Floating interest rate at WSJ Prime + 0.25% = 3.50% (estimated as of 9/10/20).

	Option #2: Tax Exempt - Fixed interest rate option at 3.85% (fixed interest rate option will be indexed at 35 basis points (.35%) over the floating rate option estimated as of 9/10/20).
Loan Origination Fee:	.50% of the loan amount estimated to be $13,750.
Maturity Date:	The first to occur of (a) 36 months (3 years) from the closing date or (b) receipt of sufficient Tax Credit Equity to repay the Loan Facility.
Disbursements:	Bridge Lender requires that the development sources and uses at all times be in balance, and accordingly, that all Borrower owner equity required for the rehabilitation be funded and disbursed prior to draws on the Loan Facility. Bridge Lender may, in its discretion, approve disbursement of the Loan Facility on a more accelerated disbursement schedule (including full disbursement of the Loan Facility ahead of disbursement of other debt financing).
Amortization:	None.
Prepayment Penalty:	None.
Security Interest:	The Loan Facility shall be secured by a first priority Assignment of the Capital Contributions, pursuant to which Borrower and General Partner pledge their right to receive the Tax Credit Equity as security for the Bridge Loan, and a first priority pledge of the general partner interest in the Borrower.
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Prepayment Terms:	Interest only during the construction period with all unpaid principal and interest due at maturity of the 3 year term.
Loan Agreements:	Borrower's loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT's legal counsel, Winthrop & Weinstine in Minneapolis, MN.
Due Diligence:	The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to: (i) Appraisal including a Market and Feasibility Study (ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns; (iii) Phase I environmental report; (iv) 42(m) letter issued by the allocating agency with respect to the Project; (v) Financial statements of Investor, if requested by Lender; (vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;

(vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;

(viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;

(ix) An ALTA survey of the Project;

(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;

(xi) The receipt of insurance coverage for the Project acceptable to Lender;

(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:

1. Developer resume/biography;
2. Previous Tax Credit Development Experience;
3. Project Overview;
4. Discussion and details of ownership structure for Project;
5. Project timeline;
6. Overall sources and uses for entire Project;
7. Detailed breakdown of Tax Credits;
8. Identification and background/resume of architect;
9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and

(xiii) Other items as requested during further review.

GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. For conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence immediately when the loan is funded.
5. CRBT reserves the right to request monthly financial statements in the event the projects DSCR falls below 1.05.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Reserve Accounts for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval.
If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by September 30, 2020 and will also expire if the Loan Facility is not closed by January 31, 2021.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Tyler Clark
Assistant Vice President
Specialty Finance Group

Accepted by: _____ Date: _____

Title: _____

REDSTONE™
EQUITY PARTNERS

September 22, 2020

Mrs. Holly Knight
BGC Advantage, L.L.C.
1910 Farmerville Highway
Ruston, LA 71270

Re: Keystone Family Homes
Springfield, Missouri

Dear Mrs. Knight,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Keystone Family Homes (the "Project") located in Springfield, Missouri. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in Keystone Family Homes, LP, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, renovate and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 297 residential units for rent to low-income families. The Project will consists of multiple scattered sites located in the City of Springfield, Greene County, within the State of Missouri. Within the Project, 293 of the units are expected to be Housing Credit compliant, with four (4) additional units being designated as management units. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Missouri Housing Development Commission (the "Agency"). The means for such conformance shall be reviewed by and be acceptable to Red Stone.

6000 Fairview Road, Suite 550, Charlotte, NC 28210
TEL: 704-200-9500 WEB: www.rsequity.com
Boston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Los Angeles ▪ New York ▪ San Diego

Number of Units	Income Restrictions	Project Site
75	60% AMI / RAD	Bolivar Road
1	Manager Unit	Bolivar Road
79	60% AMI / RAD	Cedarbrook
1	Manager Unit	Cedarbrook
20	60% AMI / RAD	Circle Apartments
24	60% AMI / RAD	Dogwood Square
32	60% AMI / RAD	Glenwood
1	Manager Unit	Glenwood
32	60% AMI / RAD	Scattered Sites
32	60% AMI / RAD	Villa Marie
1	Manager Unit	Villa Marie

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	November 1, 2020
Completion Date	April 1, 2023
First Unit Leased	January 1, 2021
Last Unit Leased	January 31, 2023
Stabilized Operations	October 1, 2023

2. **Project Ownership**. Keystone Family Homes GP, LLC (the "General Partner") will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	Keystone Family Homes GP, L.L.C.	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	BGC Advantage, L.L.C.	[redacted]
Guarantors[1]	BGC Advantage, L.L.C. (corporate), Holly Knight (personally), and/or other entities acceptable to Red Stone	
General Contractor	To-be-determined	
Property Manager	To-be-determined	

[1] The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project is expecting to receive an allocation of 4% Housing Credits from the Agency for the year 2020 in an annual amount of $1,393,374. The total Housing Credits anticipated to be delivered to the Partnership is $13,933,374 (the "Projected Federal LIHTC").

4. **Capital Contribution**. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of $12,608,775, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	$13,933,374	$13,932,349	$0.905	$12,608,775
			Total	**$12,608,775**

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 1 year; and 100% of depreciation on personal property being taken over 1 year. The allocation of the depreciable line items is subject to Red Stone's review and approval.

A. 10.00% ($1,260,878) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) the long-term HAP contact is in place, (e) receipt of commitments of the additional financing sources described in Paragraph 11, and (f) closing and initial funding of the construction loan and the soft loans.

B. 25.00% ($3,152,194) shall be paid upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) achievement of 50% construction completion as certified by the Project architect and as verified by Red Stone, and (c) July 1, 2022.

C. 22.50% ($2,836,974) shall be paid upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) achievement of 75% construction completion as certified by the Project architect and as verified by Red Stone, and (c) January 1, 2023.

D. 10.00% ($1,260,878) shall be paid upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) April 1, 2023.

E. 30.00% ($3,782,633) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) the long-term HAP contract is in place, (h) calculations of the preliminary adjusters have been prepared, and (i) October 1, 2023.

F. 2.50% ($315,219) upon the later of (a) satisfaction of the funding conditions described in (E) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, (d) calculations of final adjusters have been prepared, and (e) January 1, 2024.

5. **Adjusters**.

A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.905 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) $0.905 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. Timing of Housing Credit Delivery. In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) $0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves**. The Partnership will fund the following reserves:

A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fifth Capital Contribution equal to six months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently projected to be $1,205,988). Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to six months OERDS (currently projected to be $1,205,988) (the "Minimum Balance") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. Notwithstanding the foregoing, the General Partner shall be entitled to withdraw funds from the Operating Reserve in excess of the Minimum Balance without Red Stone's consent; provided, however the General Partner shall provide notification of any such withdrawals. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

B. Replacement Reserve. A capitalized Replacement Reserve in the amount of $500,000 shall be established for the benefit of the Partnership in a segregated account no later than the payment of the fifth capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $350 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.

7. **Guarantees**. The Guarantors will guarantee the following obligations of the General Partner:

A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will constitute non-interest bearing loans to the Partnership or capital contributions and Guarantors will have any right to receive any repayment on account of such payments.

B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:

(i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 6 consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute loans at AFR to the Partnership by the General Partner which shall be repaid from the distribution of sale proceeds pursuant to Section 10(C).

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be equal to six months OERDS (currently projected to be $1,205,988) (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio each of the last consecutive 4 quarters of the ODG Period, and the long-term HAP contract remains in place. Any amounts so advanced will constitute loans ("Operating Deficit Loan") at AFR repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10. The debt service coverage ratio will be further defined in the forthcoming Partnership Agreement but will include a 5% vacancy rate on subsidized unit revenue and a 7% vacancy on unsubsidized unit revenue.

(iii) Notwithstanding anything to contrary, the Guarantors will be obligated to cover any operating deficits due to the loss or reduction of the HAP Contract throughout the compliance period

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction**. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $20,841,209 in addition to a hard cost contingency equal to 10% of the contract amount. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.

9. **Fees**. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

A. Developer Fee. The Developer will earn a developer fee of $3,254,000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $1,206,345 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be $2,047,655 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or % *
Fifth Capital Contribution	66%
Sixth Capital Contribution	34%

* To the extent necessary, adjustments to the payment of the Cash Development Fee may be required to ensure that an amount equal to no less than 10% of the permanent loan is held until permanent loan conversion.

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

B. Property Management Fee. The property management fee will total approximately 5.50% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Partnership will pay Red Stone an annual asset management fee in an amount equal to $10,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Partnership Management Fee. The Partnership will pay the General Partner an annual partnership management fee in an amount equal to $10,000 per annum. The partnership management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

E. Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. **Distribution of Tax and Cash Benefits**.

A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.990% to the Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.

B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Limited Partner in proportion to any tax liability incurred by such partner;

(ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;

(iii) to the Limited Partner as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) 40% to the payment of the Seller Note;

(vii) to the payment of any debts owed to the General Partner;

(viii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

(ix) the balance, 0.009% to the General Partner, 0.001% to the Special Limited Partner and 99.990% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.

C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;

(iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;

(iv) to the Limited Partner in an amount equal to any projected exit taxes:

(v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing**. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. Permanent Loan. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of cash flow
CRB&T Perm Loan – $20,200,000	Hard	3.74%	216	480	100%
Seller Note - $9,258,590	Soft	5.00%	504	N/A	40%
Operating Income during construction - $331,099	N/A	N/A	N/A	N/A	N/A

12. **Purchase Option and Right of First Refusal**. For a period of 2 years following the compliance period, the Housing Authority as a member of the General Partner shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the General Partner at its discretion, the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3. If the General Partner is a not for profit entity, the purchase price shall be the amount required pursuant to Section 42(i) of the Code.

13. **Due Diligence, Opinions and Financial Projections**. The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to $85,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Partnership Closing**. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity**. Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

16. **Early Exit**. Red Stone hereby acknowledges it is the intent of the General Partner to exit the Partnership as soon as reasonably possible following the end of the credit period. Furthermore, Red Stone in consultation with its investors hereby agrees to use commercially reasonable best efforts to effectuate an early exit from the Partnership through a to-be-defined provision in the Partnership Agreement which may include a put or purchase of the interest of the Limited and Special Limited Partners.

17. **Pre-Development Loan**. Upon the execution of this Letter of Intent, counter signature by Red Stone and the execution of Red Stone's pre-development loan documents, Red Stone will provide a pre-development loan for Project expenses incurred after the date of this letter in an amount of up to $500,000 with an interest rate of 8%, a 1% origination fee, and a maturity of January 1, 2021. Full joint and several repayment guarantees will be provided by the Guarantors.

[Remainder of page left intentionally blank]

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter. The terms of this letter are not binding until countersigned and accepted by an authorized officer of Red Stone.

Sincerely,

By: 
Name: Darren T. Swanson
Title: Managing Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

August 7, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806

Dear Ms. Wolfram:

Attached please find an amended CHAP Exhibit A for 222 units at the following RAD projects: 48 units at SOUTH TOWER (MO058000002), 33 units at MADISON TOWER (MO058000003) and 141 units at BOLIVAR ROAD (MO058000004), whose initial CHAP was awarded December 13, 2017. As this project is already being processed for conversion, all of the established CHAP milestone due dates will remain in effect, with any extension requests subject to the same approvals as established in the original CHAP.

With the issuance of this amended CHAP Exhibit A, you are required to update all relevant information on the RAD Resource Desk, including, but not limited to, the Transaction Log and Rent Schedule, so that the transaction accurately reflects these rents, number of units and configuration presented herein. In addition, please take appropriate action if this amendment requires a Significant Amendment to your Public Housing Agency Five Year or Annual Plan.

If you have any questions regarding this Amendment, please contact your Transaction Manager.

Sincerely,

Thomas R. Davis
Director
Office of Recapitalization

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Pre-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$478	$77	$555
14	1	$478	$77	$555
24	1	$478	$79	$557
18	1	$478	$144	$622
3	1	$478	$163	$641
15	2	$618	$94	$712
33	2	$618	$94	$712
32	2	$618	$97	$715
13	2	$618	$94	$712
16	2	$618	$200	$818

12	2	$618	$200	$818
6	3	$757	$112	$869
10	3	$757	$112	$869
4	3	$757	$117	$874
10	3	$757	$112	$869
9	3	$757	$248	$1,005

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Post-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$484	$70	$554
14	1	$488	$64	$552
24	1	$491	$62	$553
18	1	$494	$123	$617
3	1	$495	$141	$636
15	2	$633	$75	$708
33	2	$633	$74	$707
32	2	$638	$71	$709
13	2	$634	$73	$707
16	2	$656	$150	$806

12	2	$656	$150	$806
6	3	$778	$84	$862
10	3	$778	$84	$862
4	3	$786	$78	$864
10	3	$781	$80	$861
9	3	$820	$164	$984

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

The RAD Contract Rents are inclusive of utility savings.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Minneapolis, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

September 17, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806-2938

Dear Ms. Wolfram:

On December 13, 2017, since amended, the Department awarded the Springfield Housing Authority (SHA) a Rental Assistance Demonstration (RAD) Commitment to enter into Housing Assistance Payments (CHAP) at Bolivar Road, MO058000004. The Department amended the CHAP award on August 7, 2020, per Notice PIH 2018-04 (HA) "Notice" 3A.3.c "Comprehensive Rehabilitation or Replacement through Rental Assistance Demonstration (RAD)". The Office of Recapitalization issued the RAD Conversion Commitment (RCC) on September 16, 2020 for the 297 dwelling units in the covered project. Consequently, the Special Applications Center (SAC) amended RAD application DDA0008689, removing 17 Annual Contributions Contract (ACC) units from AMP MO058000002; 11 ACC units from AMP MO058000003; and 47 ACC units from MO058000004. The SAC created application DDA0010985, disposition of 17 dwelling units within 10 dwelling buildings at South Tower, MO058000002; 11 dwelling units within 11 dwelling buildings at Madison Tower, MO058000003; and 47 dwelling units within 19 dwelling buildings at Bolivar Road, MO058000004, in the Public and Indian Housing Information Center (PIC).

Environmental Assessment and Fair Housing and Equal Opportunity Certifications, Significant Amendment to PHA Plan and RAD Conversion Commitment

The City of Springfield, per 24 CFR part 58, performed the environmental assessment, and the St. Louis Office of Public Housing (OPH) authorized the use of grant funds (HUD-7015.16) on August 18, 2020.

The Region VII Office of Fair Housing and Equal Opportunity (FHEO) approved the RAD Relocation Checklist on April 1, 2020.

Per 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable per 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the U.S. Housing Act of 1937, "the Act", (42 U.S.C. 1445p) and this part."

On April 17, 2020, the St. Louis OPH approved the agency's Annual Plan submission, which includes a description of the proposed action. Approval of the Section 18 action is contingent on the Department's review and approval of the financing plan for both the RAD transaction and the associated Section 18 action and, the subsequent issuance of an RCC.

Development History, Description and Proposed Disposition

The Department has not approved an inventory removal action at AMPs MO058000002 and MO058000004. On October 3, 2019, the Department approved disposition application DDA0009393, 1.33 acres improved with 10 dwelling units within 5 dwelling buildings at Madison Tower, MO058000003. The following tables summarize South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, 75 dwelling units within 40 dwelling buildings (aggregate).

South Tower, MO058000002 DOFA: 8/21/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	63	21	29	36	-	-	149
Proposed Dwelling Units	-	-	-	17	-	-	17
Existing Dwelling Buildings							22
Proposed Dwelling Buildings							10
Existing Non-dwelling Buildings							1
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Madison Tower, MO058000003 DOFA: 9/20/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	98	60	14	2	-	-	174
Proposed Dwelling Units	-	7	3	1	-	-	11
Existing Dwelling Buildings							28
Proposed Dwelling Buildings							11
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Bolivar Road, MO058000004 DOFA: 6/2/1971							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	-	45	80	46	20	2	193
Proposed Dwelling Units	-	-	-	24	21	2	47
Existing Dwelling Buildings							46
Proposed Dwelling Buildings							19
Existing Non-dwelling Buildings							3
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Disposition Justification, Method and Relocation

SHA proposed disposition pursuant to 24 CFR 970.17(c) where the PHA has otherwise determined the disposition to be appropriate for reasons that are consistent with the goals of the

PHA and the PHA Plan and that are otherwise consistent with the Act. Per the Notice's Section 3A.3c., the agency elected to convert at least 75 percent of the public housing units within the covered project and replace up to 25 percent of the public housing units within the covered project with Section 8 project-based voucher (PBV) assistance. SHA will provide PBV assistance to 75 of the 297 units in the Office of Recapitalization-defined covered project and convey the improvements and acreage through the RAD closing process.

The Department allows disposition of property for less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA, or the federal government. Parcel acreage for the transaction will be reflected in the associated RAD approval. The Department determined, through approval of the agency's RAD financing plan, that the disposition is pursuant to 24 CFR 970.17(c) and the disposition method is in accordance with 24 CFR 970.19(a). At application creation, all units proposed for disposition were occupied within the past 24 months. Though subject to the requirements of 24 CFR 970.21(e) and (f), relocation will be consistent with RAD requirements per Notice PIH 2019-23.

Resident Consultation

1. Project Specific Resident Organization: None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. SHA held a resident meeting on July 15, 2020 to discuss the RAD conversion and disposition combination. The Department determined that SHA's actions met the requirements of the regulation.

Offer for Sale to the Resident Organization

24 CFR 970.9(b)(1) requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964 or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The SHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families per 24 CFR 970.9 (b)(3)(ii); therefore, 24 CFR 970.9(b)(1) is not applicable.

Board Resolution and Mayor/Local Government Consultation

The SHA's Board of Commissioners approved the disposition and associated activities via Resolution 2231 on July 24, 2020, per 24 CFR 970.7(13). The application also includes a July 21, 2020 letter of support signed by the Honorable Ken McClure, Mayor, City of Springfield, per 24 CFR 970.7(14).

Approval

The Department's review finds the SHA's application complete and consistent with Section 18 of the Act and meets the requirements of the implementing regulation 24 CFR part 970, including requirements pursuant to 24 CFR 970.9. Based upon the review, the Department approves the disposition of 75 dwelling units within 40 dwelling buildings (aggregate) at South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, as described in the application and identified in the table below.

South Tower, MO058000002; Madison Tower, MO058000003; Bolivar Road, MO058000004 Approved Disposition – Dwelling Buildings: 40; Units: 75				
Total Units Redeveloped: 75	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Leasehold	-	-	75	-
Acquiring Entity	Office of Recapitalization Approved Acquiring Entity			
Acquisition Method	Office of Recapitalization Approved Method			
Terms	Office of Recapitalization Approved Terms			
Purpose	Provision of Low-Income Housing			

Conditions

The Office of Recapitalization, with concurrence from the Office of the General Counsel (OGC) must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DoT) or Declaration of Restrictive Covenants (DoRC), disposition approval and release of the DoT/DoRC does not circumvent or supersede those obligations.

Operating Subsidy, Capital Fund Financing Program and Tenant Protection Vouchers

Disposition of 75 low rent units will affect the SHA's operating subsidy eligibility. The St. Louis OPH must ensure that the SHA's Form HUD-52723 reflects these changes. The Department notes 59 units are interspersed with RAD units within the buildings and are not eligible for Asset Repositioning Fees (ARF). The remaining 16 units are not interspersed and are ARF eligible. The agency does not have Department approval to participate in the Capital Fund Financing Program (CFFP). Per PIH Notice 2019-08 (the "Notice"), SHA is eligible to receive Section 8 Housing Choice Voucher assistance in the form of Tenant Protection Vouchers (TPVs) for this disposition approval. The Notice separates TPVs into two classes, replacement vouchers and relocation vouchers. The Notice provides that the Department may only provide replacement TPVs for units that were occupied within the previous 24 months that cease to be available as assisted housing, and only to the extent that funding is available.

On the date of this approval, 75 ACC units were occupied within the previous 24 months. SHA does not intend to redevelop public housing units at the property. Based on the Notice's provision, the Department determined that SHA is eligible to receive a maximum of 75 **replacement** TPVs for the affected units in this action.

TPV Type	Maximum Eligibility Number
Relocation	0
Replacement	75

The Department will not automatically issue TPVs to SHA as part of this approval. Instead, SHA must apply to the Department separately for TPVs in accordance with the Notice. Because the RCC issuance begins the RAD closing procedure, and the RAD and disposition approval and removal process occur concurrently, SHA should submit the TPV request immediately. The timing of SHA's TPV application submission and the start of relocation noted in this approval should be consistent. To apply for TPVs, the agency must submit the following to the St. Louis OPH:

a) The AMP and IMS/PIC application number of this disposition approval.
b) The number of TPVs requested (subject to the limitations above)
c) Form HUD-52515 (Voucher Funding Application)
d) A copy of this approval (PDF version - signed and dated)

Please review the Notice for further guidance on TPV application submission and timing.

PIC and Monitoring

Per 24 CFR 970.35, the Department requires SHA to inform the SAC and the Office of Recapitalization of the status of the project (actual disposition dates, modification requests, delays or other problems) and of any deviations to the mandated 24 CFR 970.7 (a)(4) general timetable shown below.

Milestone		Number of Days after HQ Approval
A	Begin relocation of residents	0
B	Complete relocation of residents	90
C	Execution of contract for removal (e.g. sales contract or demolition contract)	90
D	Actual Removal Action (e.g. demolition or sale closing)	90

On or one day before the associated HAP contract start date, SACTA will enter the transaction date and the actual number of buildings and units, then remove the improvements from inventory. The St. Louis OPH received a copy of this approval.

Sincerely,

JANE HORNSTEIN

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2020.09.17 15:55:31 -05'00'

Jane B. Hornstein
Director

Cc: St. Louis OPH
RAD Resource Desk
RAD Readiness Transaction Manager
RAD Financing Transaction Manager
RAD Closing Management

Exhibit F

ESTIMATED PROJECT BUDGET– EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

HIGH STREET SCATTERED APARTMENTS

DEVELOPMENT BUDGET	
ACQUISITION	460,769
SITE IMPROVEMENTS	-
CONSTRUCTION	626,056
PROFESSIONAL FEES	124,844
BOND COSTS	9,966
CONSTRUCTION FINANCE COSTS	51,642
PERMANENT FINANCE COSTS	2,263
SOFT COSTS	37,790
RESERVES	48,561
TOTAL USES	1,361,891
SOURCES OF FUNDS	
1ST MORTGAGE	506,000
CASH FLOW FROM OPERATIONS	40,657
SELLER MORTGAGE	408,628
PHA CASH FLOW	10,774
AGENCY HOME LOAN	-
DEF. DEVELOPER FEE	38,767
TAX CREDIT EQUITY	357,065
TOTAL SOURCES	1,361,891

Exhibit G

HUD RELOCATION PLAN– EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

Relocation Plan for the Revitalization of Bolivar Road Apartments, Cedarbrook, Circle, Dogwood, Glenwood, Scattered Sites, and Villa Marie under the LIHTC, Rental Assistance Demonstration Program (RAD), or other initiatives

developed by

Housing Authority of the City of Springfield
(HAS)

January 14, 2020

421 W Madison Street #1
Springfield, MO 65806
(417) 866-4329

I. Introduction and Project Summary

Housing Authority of the City of Springfield (HAS) has an aging housing stock and growing physical needs. Due to this, the agency has been through a comprehensive physical needs assessment that looked at each project to help determine critical, immediate, and 20 year needs. This has led the housing authority to an overall strategic revitalization effort utilizing the Rental Assistance Demonstration (RAD) program and other affordable housing preservation strategies including Section 18 Demo/Dispo.

HAS with the concurrence of the community and residents is undertaking the revitalization, demolition, disposition, or other methods to transition the housing stock at Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, Bolivar Road, and various other complexes, within the portfolio that will be converting to the Project-based Voucher (PBV) Program under the Rental Assistance Demonstration (RAD) Program, restructured under the Low-Income Housing Tax Credit Program, or revised through other revitalization strategies. Depending on the type of revitalization, demolition, disposition, or other activities, residents will require temporary or permanent relocation while the redevelopment, extensive modernization or renovations are occurring.

Proposed Modernization or Redevelopment Goals By Public Housing Development

Site	Type	# Units	Year Built	Modernization/Redevelopment Goals	Relocation Requirements
Bolivar Road Apartments	Family	81	1971	Rehabilitation/Demolish/Reduce Density	Permanent with Right to Return to New Site of Alternate Sites
Glenwood	Family	33	1973	Substantial Rehabilitation	Temporary/Right to Return
Scattered	Family	32	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Circles	Family	20	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Dogwood Square	Family	24	1982	Substantial Rehabilitation	Temporary/Right to Return
Cedarbrook	Family	80	1972	Substantial Rehabilitation	Temporary/Right to Return
Villa Marie	Family	32	1972	Substantial Rehabilitation	Temporary/Right to Return

Specific to the site the following conditions have been included in the planning effort:

Redeveloped Site Activity

Bolivar Road Apartments (rehabilitation and demolition through RAD)
This project would be submitted for funding approval in the 1st quarter of 2020. It would include demolition of 12 existing units and rehabilitation of 68 units. The reduction of units will allow for reduce density in the community. Current residents will be offered temporary, or permanent if necessary, relocation and the possibility opportunity to return to the site.

Glenwood (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Scattered (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Circles (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Dogwood Square (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Cedarbrook (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Villa Marie (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Schedule for Redevelopment/Relocation of Public Housing By Site

Site	Beginning Action	Relocation From	Construction/Rehabilitation Completion	Return Relocation
Bolivar Road Apartments	Demolition/Rehab start 3rd quarter 2020	3rd – 4th quarter 2020	2nd quarter 2022	Staged upon construction completion, relocation finished 2nd quarter 2022
Glenwood	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Scattered	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Circles	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Dogwood Square	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Cedarbrook	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Villa Marie	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021

Financial Resources

HAS is working with a development team to identify best practices and strategies to meet the physical needs at the housing authority sites as well as emerging housing needs in Springfield. HAS will utilize multiple housing authority funds to leverage private and public funding opportunities for all of the redevelopment and new construction projects. The housing authority through the partner entities will utilize the 4% tax credit

program. Each project will have distinct funding based on the size of the project, scope of work, and type of construction occurring.

The following includes a list of anticipated funds for the HAS. These funds will be allocated to ongoing capital fund improvements as well redevelopment efforts including RAD and non-RAD developments. The housing authority is using a combination of capital funds and other PHA financial resources to complete third party assessments that contribute to the financial and physical viability of the projects. Public Housing is so restrictive that it doesn't attract investors and lenders as RAD and/or project-based voucher contracts. The HAS will be assessing all avenues to determine the best fit for funding, programs, and long-term viability.

General Relocation Conditions

Tenant belongings will be relocated with the tenant while the work is undertaken. Depending on the development, HAS will be demolishing, rehabilitating, or modernizing the units including interior and exterior renovation causing tenants relocation. Generally, the relocation time on moderate rehabilitation should not last longer than 90 days on each unit during the construction period. In other words, the kitchen and bathroom cabinets and sinks, electrical renovation, water heaters, 504 upgrades, and wall removals will be occurring on the developments. The resident will be required to move, since the work to be performed includes the extensive renovation of the tile floor, painting, reworking plumbing, etc. At the end of the relocation, tenants will be allowed the opportunity of the right to return to the property. There may be some additional tenants, based on individual qualifiers, that may be offered the opportunity of additional housing opportunities for permanent relocation or housing at alternative sites or use of the Voucher.

The ADA (Section 504) renovation requires temporary relocation for those families in those units that are undergoing substantial renovations to convert the units to full 504 accessibility standards. The families may require a temporary/permanent relocation to another unit. Tenants will be provided the services as required under the Uniform Relocation Act (URA). It is anticipated that some residents may be relocated through the Housing Choice Voucher (if necessary) since demolition/disposition are part of the proposed actions. In the cases where construction will be scheduled to occur on vacated units in the development- the HAS will start holding vacancies once the plans are approved for renovation/demolition to ensure adequate vacancies at the development to start the process and the impact will be minimal when most of the families, will remain on the development and just moved to an alternate unit that has or has not been renovated during the process.

It is not anticipated, but some residents may extend past the 12 months, although it is estimated that this will be the exception to the process for rehabilitation- since the construction schedule is generally a 9- to 12-month period. Should the rare occasion occur that the relocation extends past the 12- month period, the tenants who are temporarily relocated in excess of 12 months will be offered permanent relocation

assistance at that point under the URA in accordance with Appendix 4 of Notice H 2016-17/PIH 2016-17. If the relocation extends past the 12- month period, the family will also be offered the opportunity for voluntary permanent relocation under the PIH notice 2016-17. Since RAD is a higher standard and will meet all Section 18 requirements, HAS will use RAD notices and RAD implementation requirements.

After redevelopment, the entire site will consist of the same configurations, therefore no family will be displaced as a result of unit size changes. Based on HAS's needs for the community, the following is the current bedroom size configuration by development and the ending configuration after rehabilitation/redevelopment:

Property Name	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Total
Bolivar Road Apartments currently		30	0	1	0	0	81
Bolivar Road Apartments after redevelopment/rehab		18	33	20	8	2	68
Glenwood currently		0	13	20	0	0	33
Glenwood after redevelopment/rehab		0	13	20	0	0	33
Scattered currently		0	16	16	0	0	32
Scattered after redevelopment/rehab		0	16	16	0	0	32
Circles currently		5	22	3	0	0	20
Circles after redevelopment/rehab		5	22	3	0	0	20
Dogwood Square currently		24			0	0	24
Dogwood Square after redevelopment/rehab		24	0	0	0	0	24
Cedarbrook currently		24	32	16	8	0	80
Cedarbrook after redevelopment/rehab		24	32	16	8	0	80
Villa Marie currently		3	15	10	4	0	32
Villa Marie after redevelopment/rehab		3	15	10	4	0	32

With respect to both temporary and permanent displacements, the HAS relocation plan will use the recommended notices as contained in the RAD Relocation Notice H 2016-17/PIH 2016-17. HAS is not to use the Notice of Non-displacement or Notice of Eligibility for Relocation Assistance from Handbook 1378 as referenced in previous relocation plans. The HAS will make revisions to ensure compliance with Notice H 2016-17/PIH 2016-17 and notices.

HAS will document that each household to be permanently displaced was first offered the choice to voluntarily accept permanent relocation and waived their right to return. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, all residents will be offered the right to return upon completion of the rehabilitation.

HAS determined that families would be relocated at least once during the multi-phased undertaking of redeveloping the sites. The mandatory transfers to other available

housing programs or converted stock will initially be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation or new construction.

HAS will make every effort to minimize the impact of relocation on the resident population. HAS will use staff and contractors to assist the families with the temporary or permanent relocation- and families have the right to return upon completion. HAS is undertaking the revitalization of developments that are needed to preserve the limited affordable housing stock, reverse the continuing decline of public housing and allow the revitalized property to compete in the community for qualified residents.

HAS has involved and informed residents from the very beginning in the program of the conversion under RAD, LIHTC, or alternative undertakings and has sought input into the plan. HAS has kept and will continue to keep residents current on its plans for the developments. To date these activities have included meetings, workshops, public notice, revisions in the Agency Plan, notification to HUD, and working with the resident groups and this has proven particularly helpful in bringing tenants' views into consideration on a timely basis. HAS prepared a resident questionnaire (survey) and will use it to solicit and consider tenants' views on the program's impact and any special needs.

HAS has fully considered the resident's views on the redevelopment and especially in the relocation of tenants from the developments. The HAS will utilize the staging of the construction/redevelopment of the program as an important method in which the temporary or permanent relocation of tenants can be achieved with minimum disruption to the residents. Existing public housing, non-revitalized units on the site will be available to provide the resource for many if not all the residents to relocate. Upon completion, those residents temporarily relocated will return to the unit and/or building/development whenever possible. HAS intends to use vacancies arising in its inventory of the apartments in the development so that it may create a meaningful temporary relocation resource. Priority for any relocation will be given to those families that must be relocated to remain in the same development.

HAS will pay for the relocation cost to move residents on a temporary/permanent basis. HAS will pay those eligible relocation costs, including utility transfers in accordance with the Uniform Relocation Act for the relocation of residents under the RAD program. Although it is not anticipated that many vouchers will be required for relocation, if it is required, HAS will assist residents with the program requirements, assist them in finding an available Section 8 unit, and further assist them to remain in Section 8 housing through the mobility-counseling program. In the case of Tenant Protection Vouchers, HAS will provide extensive workshops and technical assistance to help residents making the transition to the Voucher Program. All the relocation will be conducted in accordance with the rules of the Uniform Relocation Act and PIH notices governing this proposed action.

HAS is using funding assistance from the tax credit program and other allowable program funds for the renovations and redevelopment of this site. All families residing on the site will remain eligible for the site. In addition, no resident will be relocated until such time as funding is fully secure to begin and funding is available for that phase of the relocation, rehabilitation/construction, and counseling requirements.

Information and Consultation

HAS provides residents with a general information notice advising them of the possible affects of proposed action.

Residents required to relocate due to renovation construction work will receive certain benefits in the form of notices, advisory and counseling services, and housing assistance payments as appropriate. HAS will follow the notices, services and payments as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (also known as the Uniform Relocation Act, or "URA") for the program funded. The policies and procedural requirements of the URA as applied to HUD-funded programs are consolidated in HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition", PIH 2014-17 RAD Relocation, and other requirements will be followed by the HAS.

Generally, the following notices, counseling and benefits will apply to this project. The timing of notices and services, and the levels of benefits may vary depending on the nature and timing of specific project and phasing activities, and the rules associated with various types of funding.

Notices

The following notices will be provided to residents in developments scheduled for rehabilitation under the redevelopment subject to the URA:

The RAD Information Notice must do the following:

- *RAD Information Notice (RIN)* MHA has provided the RAD Information Notice to residents at the very beginning of the RAD conversion planning process in order to convey general written information on potential project plans and residents' basic rights under RAD, and to facilitate residents' engagement with the PHA regarding the proposed RAD conversion. The MHA has provide a RAD Information Notice to all residents of a Converting Project prior to the first of the two meetings with residents required by the RAD Notice, Section 1.8.2, and before submitting a RAD Application. This RAD Information Notice shall be provided without regard to whether the PHA anticipates any relocation of residents in connection with the RAD conversion.

- *General Information Notice (GIN).* MHA has notified residents of its decision to convert to RAD and to apply to agencies for redevelopment funding. The MHA will bring this notice more current as other activities and the approval process takes place. MHA will further provide the residents with an updated *General Information Notice once all components are approved and in place.* This notice explains the nature of the proposed project, description in general terms of the relocation assistance that MHA will make available to residents, and explain the proposed timetable for relocation. The notice further states that the HAS will provide all residents with comparable replacement housing and urge them not to move. MHA will further update the notice since the timing of the original notice may not have the sustaining impact and more current notices will vary depending on local circumstances, project timing and phasing, and other considerations such as the opinion of the HAS regarding the adequacy of known information about the project. The notice will be made in accordance with Relocation Handbook 1378, and applicable statutes and regulations.

- *Notice* of Intent to Acquire- *Non-displacement, or Notice* of *Eligibility for Relocation Assistance.* As soon as feasible following HUD approval of the HAS's final approval of the RAD or Revitalization Plan, whichever comes first, the HAS will provide residents with a more specific notice of their rights. Residents who will move temporarily will receive a Notice of Non-displacement. This document will inform residents of the specific relocation services and benefits to which they are entitled, when they will receive those services and benefits, and any procedures that must be followed to obtain them. This notice will again advise residents not to move.

- Thirty Day Notice. No resident to be temporarily displaced will be required to move unless the household has first received at least 30 days written notice of the earliest date the family will be required to move. The 30 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This would be the primary notice used on Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road since it is anticipated residents will be out of the unit for less than 12 months.

- *Ninety Day Notice.* No resident to be permanently displaced will be required to move unless the household has first received at least 90 days written notice of the earliest date the family will be required to move. The 90 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This will be the notice that is used if and when the redevelopment would exceed 12 months- since it will be considered permanent relocation with a right to return. Note: Permanent Relocation

Assistance: permanent relocation would require that HAS to offer alternative housing options in accordance with Section 6.10 of the Relocation Notice. The HAS cannot require a resident to accept permanent relocation: the resident must voluntarily relinquish their right to return in writing as being given at least 30 days to consider the HAS's offer. The RAD program requirements in this area can exceed the URA and the URA requires three but not less than one comparable housing option once a person is permanently displaced (i.e., after one year and one day). If HAS knows from the beginning that residents are going to be permanently moved and not return, the HAS must follow the requirements of Section 6.10 of the RAD Relocation Notice and offer the resident an alternative housing offer that persuades the resident to voluntarily relinquish their right to return in writing. HAS cannot require permanent relocation; the resident must choose this voluntarily.

Advisory Services and Counseling

Relocation advisory services will include one or more personal interviews with each household. Typically, the HAS will survey residents early in the process to determine each household's general relocation needs, and then provide additional counseling, services and information as specific issues are identified. The HAS will have plans and processes in place to communicate with families who are not proficient in English, and with people with disabilities.

At minimum, HAS's advisory services and counseling will:

- determine the needs of individual families;
- explain the availability of relocation benefits and services, including the eligibility requirements, the procedures for obtaining benefits and services, and the amount of the replacement housing payment, if any;
- explain the timetable for temporary relocation or permanent displacement;
- advise the family of specific comparable replacement dwellings that will be available;

Moving Expenses

Relocating residents are entitled to payment for their actual moving and related relocation expenses, so long as those expenses are reasonable. The payment must include expenses for:

- transportation to replacement dwelling;
- packing, moving and unpacking furniture and family belongings;
- storage for a period not to exceed 12 months;
- disconnecting, dismantling, moving and re-assembly of household appliances;

- utility hook-ups, including re-installation of telephone and cable service;
- insurance against loss of personal property during the move, or the replacement value of any property lost, stolen or damaged during the move
- credit checks; and
- other reasonable moving expenses.

Relocation Resources

All eligible residents, who are relocated, will receive the appropriate services and benefits required. The HAS relocation resources for the development include: (1) priority for available units at the specific development undergoing the work (2) priority for vacant turnover units of at other HAS developments; and (3) priority for tax-credit and other units available after the redevelopment on the specific site or other HAS sites, (4) priority for the Voucher- whenever needed. HAS will use all available resources to identify and move residents into their desired housing preference. On a limited basis, residents will be offered available housing choice vouchers during the relocation process.

The relocation developments are within reasonable distance to bus lines and services. All sites are to be made handicap accessible and also accessible to shopping areas, employment areas, grocery stores and medical offices.

HAS has addressed the housing issues of disabled families and families with disabled members by proactively making all programs and services available to qualified families. All facilities operated, and programs managed by HAS will be made 504 compliant or at least the minimum number of units will be made 504 compliant. If relocated disabled families are having difficulty in the relocation, HAS will provide for reasonable accommodations to address the issues. HAS has handicapped-accessible units in the public housing program. These units are available in the necessary bedroom sizes. During gathering data on the relocation survey, HAS included a specific area on the survey to assist families and the HAS in identifying special needs of each family. These special needs will be considered in making relocation offers.

(1) Vacant Turnover of Units at Other HAS Sites:

To accommodate all households needing a unit, HAS has prioritized the displaced families as the highest priority for vacant turnover units. HAS provides for this priority in the current Admission and Occupancy Policy (ACOP) and has updated the Administrative Plan to include a priority for relocation by HAS initiatives. The policies are incorporated in the PHA Plan process and remain supporting documents to the PHA Plan.

(2) HAS Developments:

HAS determined that families would be relocated at least once during the multi-phased undertaking of redevelopiment. The mandatory transfers to other available public housing or converted stock will be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation. All families relocating to public housing and other sites will be offered decent, safe and sanitary units that meet the local occupancy codes and UPCS or HQS- depending on the program requirement. All properties are inspected prior to occupancy and before relocation, the units are determined that they meet UPCS or HQS.

(3) Redevelopment Sites:

As the development continues through redevelopment- current residents will be prioritized for returning to the development/unit. Based on the individuals needs and from information gathered during the initial survey data, HAS has designed a plan to address all the family's requests during the relocation process.

Use of Section 8 Vouchers During the Relocation Process

HAS has determined that the HCV Program will be needed for a limited number of families during the relocation activities. HAS has a voucher program of adequate size to address these issues. Relocated families will have priority over current families on the waiting list- if the voucher is needed for relocation and these revisions have already been included in the Administrative Plan. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road, it is anticipated that vouchers will be offered for relocation and HUD is providing tenant protection vouchers.

II. Resident Return and Re-occupancy Policies

HAS has determined that the first choice of many residents of the development site is to remain a part of the community during the process and after the conversion to Project-based Vouchers under RAD or redevelopment. Under RAD, there is no rescreening or re-eligibility requirements; therefore, all families are eligible for the new units after renovation. HAS has presented a method that all families will be provided a tenant survey on the relocation/selection process and will update the survey information prior to relocation, if and when required.

Typically, there is no rescreening. Residents that are temporarily relocated must remain in in compliance with the program (not be terminated) and have the first-priority right of re-occupancy of the revitalized unit at the development. HAS has and will continue to plan collaboratively with residents and other stakeholders to establish the occupancy terms and conditions for the revitalized community as a result of tax-credit funding and other final issues that may arise, but residents still retain the right to return. Relocation activities will not begin until the re-occupancy standards are established, with resident

consultation. Consistent with the goal of maximizing the opportunities for the residents, HAS will also attempt to identify potential obstacles with any re-occupancy and assist with counseling and special services aimed at overcoming any special needs.

HAS does not foresee any imposed conditions on the rights of residents to return to the revitalized site/unit other than being a resident remain in compliance during relocation. It is anticipated that all residents will remain in compliance with these requirements. Any resident that is not in compliance will be notified of non-compliance and given an opportunity to cure the deficiency.

III.Summary of Moving Cost

Temporary Moves

It is anticipated that most, if not all, will have temporary moves which are required for a two-way move. For rehabilitation, the move will be from their current unit to another vacant unit for approximately 90 days and then the family will be moved back to the original unit after rehabilitation is complete.

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same development/complex. (estimated cost of $1,500 movement each way) This is based on relocations at other local PHAs in Springfield. Tennessee, Arkansas and Louisiana.

- Number of and cost amount for two-way moves to a unit not in the same development/complex, carried out by the HAS. (limited number based on the survey)

- Number of and cost amount for two-way moves to a unit not in the same development/complex not carried out by the PHA. (limited number based on the survey)

Permanent Moves

It is anticipated that a limited number of permanent moves will be required on this project. All families are eligible to return, and most will indicate that they want to return to the unit after completion of the rehab.

- Number of and cost amount for one-time moves into another unit in the same building/complex. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA. (limited number of units)

IV. Temporary Relocation Assistance

HAS will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), HAS will send a RAD Notice of Relocation to residents who will be relocated. HAS will use the language outlined in PIH 2016-17 Appendices 3 and 4 sample RAD Notices of Relocation that will to be provided to residents that will be temporarily relocated.

The temporary relocation assistance the HAS will provide for residents is outlined in (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - HAS will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The units will be located in the same development-whenever possible- and HAS will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation at URA levels. It is anticipated the relocation will be for a very short duration; however, should the process become longer, the HAS will provide additional notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since some residents prefer to pack their own personal possessions and items of value, residents will be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the HAS will provide the resident with information on how to request this assistance. In those cases, HAS will assist the resident with the packing. HAS is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. HAS may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.

- Payment for Temporary Relocation Moving Expenses - The HAS generally chooses to do the following:

    - Undertake the moves itself, using force account labor (HAS laborer) or a moving company; or

    - As an alternative to the HAS's contractor or moving company;
        - Reimburse residents for all actual and reasonable moving costs.

The HAS will not make fixed payments since such payments may not be representative of actual reasonable costs incurred.

- Utility Costs - HAS is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, HAS is responsible for covering the expenses involved in transferring existing service. Utilities will be already turned on in the unit and HAS will pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). Although not anticipated, if a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the HAS utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

It is anticipated that there will be some cases of required permanent relocations. When those conditions occur, HAS would use the requirements outlined in PIH 2016-17 as follows:

Based on the local housing resources available, HAS will identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;
- Private-market rental housing (affordable, non-subsidized)

VI. Relocation Budget

Based on the results of the planning process, the HAS has a relocation budget that includes the following components:

1) The cost of administering the plan and providing assistance and counseling.

2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).

3) The cost of the physical move of the residents' belongings.
This physical move cost total is based on the move scenarios anticipated or projected by the resident survey.

4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.

5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).

Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. HAS states that these costs are indicated in the application, or attach any other information required by HUD, to support these costs.

HAS understands that the statutory requirements and protections of the URA cannot be altered or waived by a Relocation Plan. All tenants who are on-site at the time of the required relocation are entitled to URA-level assistance unless eviction for cause is in process or recently completed. Any eviction proceeding that commences after that date may not result in denial of benefits as required under the URA.

Sources of Funding

What sources of funding will be used to pay for relocation activities?

HAS intends to utilize the following sources for funding relocation over the next 3 years:

Program	2020	2021	2022	Total
Operating Funds/Capital Funds	0	0	0	0
LIHTC	578,000			578,000
Total for Relocation	578,000			578,000

VII. Appeal Process

If a resident disagrees with HAS's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the HAS. The Relocation Plan provides the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is

involved). At a minimum, the resident will have 60 days to file an appeal with HAS after receiving written notification of a claim or ineligibility determination.

HAS's relocation plan includes an opportunity for an appeal through HAS's usual grievance procedure, except that the time limit for requesting an appeal may not be less than 60 days after the family receives written notice of the disputed decision.

Households dissatisfied with the outcome of a grievance will be advised in writing of the right to seek further review at the local HUD Field Office. Disputes subject to appeal will include the HAS's determination of eligibility for assistance, including denial of eligibility and determinations of family status as displaced persons, and HAS decisions about the nature, scope and amount of relocation assistance.

VIII. Certification

HAS certifies that it is in compliance with the URA and, if applicable, section 104(d).

Katrina Wolfram
Executive Director

3/3/2020
Date

Exhibit H

APPRAISAL – EAST HIGH STREET PUBLIC HOUSING REDEVELOPMENT AREA

[Provided Under Separate Cover]

Exhibit 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	Redevelopment Agreement
Date of Document:	_____, 20___
Grantor:	City of Springfield, a municipal corporation
Grantee:	_____
Legal Description:	See Exhibit A attached hereto.
Please return recorded document to:	City of Springfield Planning and Development Department P.O. Box 8368 840 N. Boonville Ave. Springfield, MO 65801

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

REDEVELOPMENT AGREEMENT BETWEEN

_____

AND

CITY OF SPRINGFIELD, MISSOURI

FOR_____

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20_____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on _____, _____ the Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Redevelopment Plan for the _____Redevelopment Area; and

WHEREAS, on _____, _____ the Planning and Zoning Commission recommended the Amended Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the City Council approved Special Ordinance _____, which approved the Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, MO, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

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

1. Agreement. Developer agrees to perform all work in accordance with: the provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Redevelopment Plan for _____ Redevelopment Area, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

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

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

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of Payments in Lieu of Taxes ("PILOT") that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

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

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

To the City:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

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

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _[title/position]_ of _[name of entity]_, a [corporation/partnership/etc.]_ duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

One-rdg. _____
P. Hrngs. X
Pgs. 114
Filed: 11-24-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 -286 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Redevelopment Plan submitted by Keystone Family Homes, LP, for the North Delaware Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

_____

WHEREAS, the City of Springfield, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300-99.660, RSMo (the "Act"), has established the Land Clearance for Redevelopment Authority of the City of Springfield, Missouri (the "Authority"); and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report, attached as "Exhibit 1," and Redevelopment Plan, attached as "Exhibit 2," have been prepared and submitted to the Authority and the Planning and Zoning Commission for their consideration; and

WHEREAS, the Redevelopment Area for purposes of this Ordinance is described in "Exhibit 1"; and

WHEREAS, after duly considering the Blight Report and Redevelopment Plan, at its November 17, 2020, meeting the Authority approved a recommendation of the Blight Report by a vote of 4 to 0, and approved the Redevelopment Plan by a vote of 3 to 0, with one abstention; and

WHEREAS, the Redevelopment Plan was presented to the Planning and Zoning Commission on November 19, 2020, which voted to recommend approval of the Redevelopment Plan 9 to 0; and

WHEREAS, City Council held a public hearing on November 30, 2020, for which notice was properly given in accordance with the law, and all interested parties were given the opportunity to be heard.

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

Section 1 – It is hereby found, determined, and declared that the North Delaware Public Housing Redevelopment Area (the "Area"), which is more particularly described in the Blight Report, which is attached hereto as "Exhibit 1" and incorporated herein by this reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the Area is therefore blighted. It is further found that this is an area that is appropriate for the undertaking of a redevelopment project in conformance with the Redevelopment Plan described in "Exhibit 2."

Section 2 – The Redevelopment Plan described in "Exhibit 2," which is attached hereto and incorporated herein by this reference, is hereby found to be a feasible and reasonable plan for the redevelopment of the Area and is in conformity with the general plan for development of the City and is an appropriate plan for the clearance, reconstruction, rehabilitation and renewal of the entire Area, and for future land uses. The Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo, and is hereby adopted by City Council.

Section 3 – The City Manager or designee is authorized to enter into an agreement in substantial conformance to "Exhibit 3," which is attached hereto and incorporated herein by this reference, and to take such further action as may be required of the City to comply with the Workable Program.

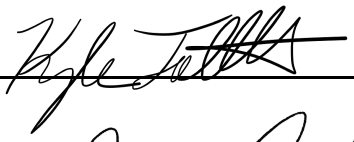
Section 4 – This Ordinance shall be in full force and effect from and after passage.

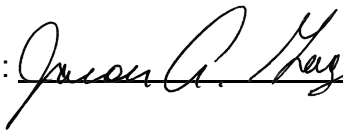
Passed at meeting: _____

_____
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- 286

FILED: 11-24-20

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To approve a redevelopment plan submitted by Keystone Family Homes, LP, for the North Delaware Public Housing Redevelopment Area, which consists of approximately 1.85 acres generally located at 1633 to 1654 North Delaware Avenue; declare the Area to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial on the basis of blight.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority ("LCRA") may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted.

Keystone Family Homes, LP, has submitted a blight report and redevelopment plan for the proposed North Delaware Public Housing Redevelopment Area. The Area consists of seven (7) residential lots amounting to a 1.85-acre parcel of land that is located at the end of the cul-de-sac on North Delaware Avenue. The Area encompasses the North Delaware apartments, a 14-unit public housing development that was constructed in 1979 and 1982 to provide decent and safe rental housing for eligible low-income tenants.

This Ordinance will approve three things – a finding of blight, approval of a redevelopment plan and authorization of an agreement between the City and the developer regarding the redevelopment and provision of property tax abatement.

Blight Study

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, 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.

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes.

The Report claims the presence of these conditions hinders the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare. Staff reviewed the Blight Report and concluded that it does not sufficiently demonstrate that the Redevelopment Area qualifies as a blighted area. The definition of a blighted area suggests such area must exhibit a predominance of blighting conditions in its present condition and use. Staff finds that the based on the evidence presented in the Blight Report, most of the property deficiencies appear to be relatively minor and attributable to deferred maintenance.

The Blight Report states that no significant comprehensive renovation of the structures in the Redevelopment Area has occurred. Several needed upgrades are noted (essentially a listing of the planned renovations) but no detail about the current conditions of these building systems are provided other than the age. Several of the conditions noted are typical of older structures, such as electrical wiring not meeting current code requirements; replacement of doors, windows, and flooring is needed; and furnaces and water heaters are old and not energy efficient. For “factors which endanger life or property by fire and other causes,” the Blight Report notes that additional smoke detectors and CO2 detectors need to be placed in the units to meet current code. These are inexpensive fixtures and Staff does not consider this adequate to rise to the level of a blighting factor. Finally, the photos provided in the blight report show older structures in fair condition. There is a reference in the blight report to potential ground water contamination related to an adjacent historical industrial use. However, the environmental report for the site states that no remediation is needed and only recommends reporting the condition to DNR.

Staff does not believe the blight report provides evidence that the condition of the property “retards the provision of housing accommodations” (since the properties have been continuously occupied since construction) or that the condition of the property “constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.”

In conclusion, the Blight Report fails to provide adequate evidence of a predominance of blighting factors and fails to connect these conditions with the negative outcomes required to meet the statutory blight definition.

Redevelopment Plan

The Redevelopment Plan proposes to completely redevelop the Redevelopment Area, completely rehabilitating the 7 existing residential buildings, consisting of 14 dwelling

units. The site will maintain the same number of dwelling units following completion.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole.

1. The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive Plan* designates the land located in and around the Redevelopment Area for Low-density Housing. This category includes single-family housing at up to 6 housing units per net acre, home occupations specified in the zoning ordinance and, as an optional element, small neighborhood-oriented retail or service business carefully located and screened at certain intersections.

2. The Redevelopment Plan does not strictly conform to the Land Use Plan. It proposed duplex residential housing at 7.5 dwelling units per acre in an existing single-family residential area that is designated for low-density housing. However, the proposed development maintains the same number of buildings and units that have been part of this area since their construction in 1978 and 1982. Further, it should be noted that the *Growth Management and Land Use Plan Element* states that the Land Use Plan map, “should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement.” Despite the conflicting land use designation, Staff finds the Comprehensive Plan suggests the Redevelopment Area is an appropriate location for the proposed development.

3. The *Growth Management and Land Use Element* recommends the character of existing neighborhoods be maintained and strengthened by encouraging infill or replacement housing that is compatible with neighboring structures in height, setback, lot width, front door orientation, and general architecture, particularly in older neighborhoods. The Redevelopment Plan of the proposed development’s design calls for the units in the neighborhood to share similar height, bulk plane, set back, and proportion.

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

<u>Economic Development Incentives Policy</u>

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*. Those policies are provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the *City of Springfield Comprehensive Plan*.

2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS: The LCRA reviewed the Redevelopment Plan on November 17, 2020 and recommended the Redevelopment Plan be approved by a vote of 3 to 0 with 1 abstention. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on November 19, 2020 and recommended approval by a vote of 9 to 0. Staff is supportive of the Redevelopment Plan; however, it recommends denial on the basis that the Redevelopment Area does not meet the definition of a blighted area, as evidenced in the blight report.

Submitted by:

Matt D. Schaefer, AICP
Senior Planner

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit 1

DATA AND ANALYSIS OF CONDITIONS
REPRESENTING A "BLIGHTED AREA"

FOR THE

NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

OCTOBER 13, 2020 (UPDATED)







DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

October 13, 2020

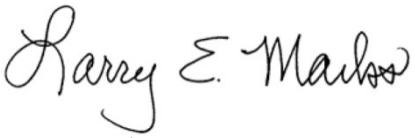
To Whom It May Concern:

Reference is made to the accompanying "Data and Analysis of Conditions Representing a 'Blighted Area' for the North Delaware Avenue Public Housing Redevelopment Area" in Springfield, Missouri prepared by the undersigned.

Please be advised that, based upon the results of the above referenced study, the undersigned has determined that the area described in the study (the "Redevelopment Area") is a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statutes, as amended.

The Redevelopment Area suffers from a multitude of physical, social, and economic deficiencies including insanitary or unsafe conditions, deterioration of improvements, factors which endanger life or property by fire and other causes, and these conditions are conducive to retardation of the provision of housing accommodations, economic liability, social liability, and are a menace to the public health, safety, morals or welfare.

DEVELOPMENT STRATEGIES, INC.
Real Estate, Community and Economic Development Consultants



Larry Marks, AIA, AICP
Principal

TABLE OF CONTENTS

1.0 INTRODUCTION 1

- STUDY AREA 1
- EXISTING DEVELOPMENT 2
- EXISTING ZONING 2
- NEIGHBORING DEVELOPMENT 2
- DATA GATHERING METHODOLOGY 2

2.0 SUMMARY AND CONCLUSIONS 3

- SUMMARY 3
- FINDING OF BLIGHT 5

3.0 BLIGHTING FACTORS 6

- INSANITARY OR UNSAFE CONDITIONS 6
- DETERIORATION OF IMPROVEMENTS 6
- FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES 7
- RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS 7
- ECONOMIC LIABILITY 8
- SOCIAL LIABILITY 8
- MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE 9

EXHIBITS

- AERIAL PHOTOGRAPH 1

APPENDIX

- PHOTOGRAPHS OF BLIGHTING CONDITIONS ..... A
- LEGAL DESCRIPTION ..... B

1.0 INTRODUCTION

STUDY AREA

Development Strategies was tasked with a study of the North Delaware Avenue Public Housing Redevelopment Area (the "Redevelopment Area" or "Area"), which is a single parcel (Parcel Number 1207409159) containing approximately .99 of an acre of land located in Springfield, Missouri (the "City"). The Redevelopment Area is located in the northern portion of the City of Springfield (see ***Aerial Photograph*** of Redevelopment Area). The Redevelopment Area in bounded to the north by property owned by Weller Elementary School and residential property fronting on E. Blaine Street, to the east by vacant land associated with the property located at 1606 E. Blaine Street, To the south by the northern property lines of residences located at 1622 and 1627 N. Delaware Avenue, and to the west by Weller Elementary School.



1634-1654 N DELAWARE AVE
SPRINGFIELD BLIGHT STUDY
1634-1654 N Delaware Ave
Springfield, Greene County, Missouri 65803

DEVELOPMENTSTRATEGIES®
October 2020

EXISTING DEVELOPMENT

The Redevelopment Area comprises approximately .99 of an acre of land. The Area currently contains a total of 14 residential units in seven duplex structures.

EXISTING ZONING

The Redevelopment Area is zoned R-TH (Residential Townhouse District). The existing residential develop is a legal conforming use.

.

NEIGHBORING DEVELOPMENT

The Redevelopment Area is primarily surrounded on all sides by residential development, with the exception Weller Elementary School and the Weller Community Church located at 1624 E. Blaine Street.

DATA GATHERING METHODOLOGY

This study of the Redevelopment Area has been conducted and complies with the specific requirements of Section 99.320(3), as amended.

In addition to Development Strategies independent research, information was provided by the proposed developer BGC Advantage, as well as the following sources:

- Appraisals of all Keystone Homes properties prepared by the Gill Group
- Oke-Thomas +Associates architects
- The Snyder Construction Group
- Phase II site environmental studies by Spectrum Environmental, Inc.
- Asbestos inspections provided by Security Storage Service, Inc.
- Crime reports provided by the Springfield Police Department

A site visit was also conducted during October, 2020. Photographs from this visit are contained in Appendix A.

2.0 SUMMARY AND CONCLUSIONS

SUMMARY

This document undertakes, first, to identify those particular factors that might constitute and contribute to an overall, area-wide blighted condition and then, second, to make an objective determination whether or not those factors in aggregate justify a finding that the Redevelopment Area is blighted pursuant to Section 99.320(3), RSMo, which defines a blighted area as one that:

> *... 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[.]*

Based on the research conducted by Development Strategies' staff, and information obtained from various records of the City of Springfield and the developer (BGC Advantage), the Redevelopment Area is "blighted" by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare. Key factors in reaching this determination of blight are summarized below and described in greater detail in the following sections of this report.

Insanitary or Unsafe Conditions

Need to address ground water contamination resulting from the former Hill Plating, Inc. operation in the area.

Deterioration of Site Improvements

Thirty-five years of age is generally used as criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. As a result of age the apartments systems are at or near the end of their useful life and need replacement.

Needed improvements include:

- Exterior apartment buildings deficiencies – Siding that needs to be removed and replaced for all units, roofing shingles that need to be removed and replaced, windows that need to be replaced, and lack of adequate lighting at the front and rear of all units.
- Interior apartment units deficiencies – Electrical wiring that is not up to current code requirements, deteriorated flooring that needs to be replaced (many with asbestos concerns), interior doors and hardware that needs to be replaced, walls that need to be repaired and painted, insulation added to attics to provide adequate energy efficiency and comfort, new appliances (washer, dryer, and water heater) in all units to replace old and inefficient appliances, new furnaces and condensing units for all units to replace old and inefficient units, and the provision of broadband infrastructure currently missing for all units.

Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

- Lack of adequate fire detectors in units
- Lack of adequate CO2 detectors in units

Retardation of Provision of Housing Accommodations

- Need to retain essential affordable housing
- Need to provide ADA accessible residential units

Economic Liability

- It is essential to provide comprehensive reinvestment to sustain viability of apartment complex and economic viability of neighborhood,
- Need to overcome inability to pay reasonable taxes

Social Liability

- Need to provide accessible units to meet increasing demand of individuals with disabilities
- Lack of essential broadband access
- Need to enhance tax generation to provide social services for City of Springfield, Greene County, and other taxing jurisdictions

Menace to the Public Health, Safety, Morals, or Welfare

- Need to address environmental soil contamination
- Need to provide code compliant fire and CO2 detectors in residential units

FINDING OF BLIGHT

As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

3.0 BLIGHTING FACTORS

As described below, the Redevelopment Area suffers from insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

INSANITARY OR UNSAFE CONDITIONS

According to a Phase II environmental site assessment report prepared by Spectrum Environmental, Inc., identified ground water contamination resulting from the former Hill Plating, Inc. operation in the area. The report states that, "Based on Chromium detected in groundwater slightly above the MCL, Spectrum recommends that contamination be brought to the attention of Missouri Department of Natural Resources (MDNR), and a plan be developed for the site. It is likely that this site could meet site specific risk based corrective action limits, with little or no cleanup efforts."

DETERIORATION OF IMPROVEMENTS

Building Improvements -- Although the age of a building does not automatically constitute a blighted condition, older structures, unless well maintained and updated regularly, tend to have problems with their electrical and mechanical systems, and often suffer from deferred maintenance, functional obsolescence, and gradual overall deterioration. Such is the case in the Redevelopment Area. The current structures were built in 1979, making them older than 35 years old, which is generally used as criteria for identifying older buildings that are likely to experience electrical and mechanical problems, and a tendency for gradual overall deterioration. While the Housing Authority has maintained the existing units, no significant comprehensive renovation has occurred for nearly forty years. As a result, a number of building items are at or near their useful life. Based on an analysis by Oke-Thomas + Associates architects, the following improvements need to be addressed:

Building Exteriors:

- All exterior siding needs to be removed and replaced
- Roof shingles need to be replaced
- All existing windows need to be replaced
- New wall mounted lighting needs to be added at the front and back of all units to provide safety and security.

Building Interiors:

- Electrical wiring in units does not meet current code standards and needs to be upgraded.
- Existing flooring in all units needs to be replaced
- All existing interior doors need to be replaced with new hardware added
- Existing insulation is inadequate and provide with R-43 insulation in all attics
- Interior walls need to repaired and painted
- For all units, existing washers and dryers are old and are not energy sufficient and need to be replaced with new energy efficient appliances
- For all units, existing water heaters are old and are not energy efficient and need to be replaced
- For all units, existing split system furnaces and condensing units are old and not energy efficient and need to be replaced
- Broadband infrastructure is missing and needs to be provided with for each dwelling unit consistent with the Federal Communication's requirements

FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Lack of Adequate Fire Warning system – Based on an inspection by Oke-Thomas + Associates architects, the smoke detectors in each residential unit are not up to current codes. There is a lack of detectors associated with bedrooms and electrical wiring for detectors needs to be upgraded. The lack of adequate detectors with battery backup creates a situation where a fire can get out of control before someone can catch a fire in its early stage.

Lack of Adequate CO2 Detectors – CO2 can be difficult to detect and potentially deadly. Existing units need to be brought up to code for this type of detectors.

RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS

Provision of Essential Affordable Housing -- The residential units currently available in the Redevelopment Area provide essential affordable housing that is badly needed and in short supply in the City of Springfield. However, without addressing the blighting factors discussed in this report the provision of this essential affordable housing is questioned.

Lack of ADA Accessible Units – Accessible units for disabled individuals are always in short supply, especially affordable units. As the population of Springfield ages and more individuals are dealing with medical issues and disabilities, the need for accessible units will be even more critical. There are currently no fully accessible units at 1634-1654 N. Delaware Avenue. Two units are to be provided with one unit needed for tenants requiring visual and auditory enhancements. All disabled units needed to meet ANSI

requirements including Americans with Disabilities Act (Title III), 2010 ADA Standards for Accessible Design, and Section 504 of the Rehabilitation Act of 1973 – 24 CFR 8.

ECONOMIC LIABILITY

Need for Substantial Reinvestment -- As a result of the blighting factors previously discussed, the Redevelopment Area constitutes an economic liability. The City of Springfield that must rely on continued revitalization and reinvestment in its existing buildings and neighborhoods. The units in the Redevelopment Area are at a point in their life cycle where significant reinvestment is need for the apartments to provide sustained viability. Without this investment the economic viability of the surrounding neighborhood will be negatively impacted.

Inability to Pay Reasonable Taxes -- The units in the Redevelopment are currently owned by the Housing Authority of the City of Springfield. As a result, the property is tax exempt. There is currently a PILOT agreement with the City of Springfield, Greene County, Springfield R12 Schools, Springfield Workshop, OTC and the Collector of Revenue that generates roughly $1,600 which is significantly below what real estate taxes would be if the property were fully assessed (currently estimated at least more than $4,800 per an appraisal conducted by the Gill Group). However, when improvements are made it could be anticipated that the taxes per unit would be significantly higher. Eliminating the blight in the Redevelopment Area would represent an investment that could allow new private ownership to pay reasonable taxes, if and when any agreed on incentives cease.

SOCIAL LIABILITY

The Redevelopment Area has also become a social liability, by virtue of the previously discussed blighting factors and the following considerations.

Lack of ADA Accessible Units -- The lack of ADA-compliant units. This is especially important given the number of growing elderly population as the Baby Boomers age. According to the U.S. Census Bureau, more than one in five individuals in the United States is considered to have some level of disability and one in eight individuals is considered to be severely disabled.

Lack of Broadband Access – None of the existing units currently have access to broadband infrastructure within their units. This lack of service is hampering the ability of tenants to access essential information and services necessary for daily life.

Lack of Adequate Tax Generation for Public Services – As a result of the non-profit taxing status of the Springfield Housing Authority, the taxes available to support badly needed public services (such as schools, libraries, health services, police and fire protection, etc.) for the City of Springfield, Greene County, and other taxing districts, are diminished compared to similar projects that are privately owned.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE

As a result of the previously discussed blighting factors, the Redevelopment Area has also become a menace to the public health, safety, morals, or welfare resulting from:

- The presence of groundwater contamination in the Redevelopment Area
- The lack of current code compliant fire and CO2 detectors for residential units

APPENDIX A

PHOTOGRAPHS OF BLIGHTING CONDITIONS

View of typical entry, with dated siding



View of dated and mildewed siding, and damaged wiring condition



View of dated building exterior and damaged crawlspace access



View of stained parking area



View of mildewed siding



View of unfinished ceiling in carport area



View of worn pavement and sidewalk conditions



View of end of sidewalk at property line, with no sidewalk present south of property



View of worn chain link fence and gate



View of poor landscaping and site drainage



View of poor landscaping, including dying tree



View of outdated and worn siding



APPENDIX B

LEGAL DESCRIPTION OF NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description: TRACT II: (1633, 1635, 1639, 1641, 1643, 1645, 1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 N. Delaware) ALL OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), AND SEVEN (7) FINAL PLAT OF NORTH COURT SUBDIVISION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. Addresses: 1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware, Springfield, MO 65803 1633, 1635, 1639, 1641, 1643, 1645 North Delaware, Springfield, MO 65803

Exhibit 2

REDEVELOPMENT PLAN

FOR NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

SPRINGFIELD, MISSOURI

October 28, 2020

Redevelopment Plan

I. Introduction:

BGC Advantage, LLC, ("BGC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Keystone Family Homes, LP. The sites below have been combined and will be financed together in order to make the project financially feasible. There will be 5 units demolished at the Bolivar Road site. The overall project being financed is 297 units. Total development costs, total units, and total funds are impacted by all of the Redevelopment Plans.

SITE NAME	ADDRESS	NO. OF UNITS
Glenwood Apartments	722 E Glenwood	33
Scattered Apartments	1633, 1635, 1639, 1641, 1643, 1645 North Delaware	32
	714, 716, 722, 724, 730, 732, 736, 738 West Edgewood	
	2628, 2630 S Grant Ave.	
	1405, 1407, 1411, 1413, 1417, 1419, 1423, 1424 E High St	
	809, 811, 815, 817, 823, 825, 915, 917 West Sunset	
Circles Apartments	1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware	20
	405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct	
Dogwood Square Apartments	800 Block S. Campbell	24
	800 Block S. Patton	
	300 Block W. Madison	
Cedarbrook Apartments	811 N. Cedarbrook Ave	80
Villa Marie/Norton Road Apartments	1000 Block E Villa Marie / Norton Rd.	32
Bolivar Road Apartments	2336 N Bolivar Rd & house located at 2301 N Fort	81
	TOTAL UNITS 302	

Keystone Family Homes, LP, a Missouri limited liability company (the "***Developer***"), has prepared the following plan (the "***Redevelopment Plan***") for the redevelopment of about 1.85 acres in Springfield, Missouri. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area built in 1979/1982 and replacing it with an attractive and well-constructed neighborhood development consisting of 14 residential units (the "***Project***"). The Development located at 1634-1654 North Delaware Avenue, Springfield, Missouri, will include 7 buildings that serve as a part of an apartment complex and consists of 14 units, with the following breakdown: 1-one bedroom units, 9-two bedroom units, and 4-three bedroom units. The project will serve very low income families with rents based on the residents paying no more than 30% of their adjusted income. The rents will be set by the US Department of Housing and Urban Development ("HUD"). These will be restricted and will have a contract for project based vouchers as follows:

Rents for Apartments located on North Delaware Apartments and a Part of Scattered and Circles Apartments		
1	1 BR – RAD	$484
9	2 BR – RAD	$656
3	3 BR – RAD	$820
1	3 BR – 110% FMR	$1,020

The project will have the appearance of low rise multi family structures through thoughtful design that considers the character of the existing neighborhood. The property is made up of one-story homes. The Project will provide housing for 14 families. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $1.59 million of the total development cost for this project to redevelop the site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are 7 residential buildings in the Redevelopment Area. The development was built by HAS. The Developer, Keystone Family Homes, LP, will acquire the property with HUD's approval. The project will be renovated if approved by HUD for a Redevelopment through the Rental Assistance Demonstration Program ("RAD").

A. RAD

RAD was created in order to give Public Housing Authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $26 billion nationwide backlog of deferred physical needs. RAD also gives public housing authorities the opportunity to enter into long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to **leverage public and private debt and equity in order to reinvest in the public housing stock**. This is critical given the backlog of public housing capital needs - estimated at over $35 billion. There is an estimated $18,281,762 total of physical needs at Keystone Family Homes of which includes North Delaware Apartments. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. **This ensures that the units remain permanently affordable to low-income households**. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, **maintain the same basic rights** as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD **maintains the ongoing public stewardship** of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. HAS will continue to own the ground and lease it to the Partnership. The HAS's nonprofit, Breckenridge Development Services, Inc. is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, **relying on shifting existing levels of public housing funds to the Section 8 accounts** as properties convert.

B. PILOT and PRIVATE INVESTMENT

HAS has had a cooperation agreement that allowed for a Payment in Lieu of Taxes (PILOT); however, in order to leverage the private investment to the property, HAS must take several actions to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day to day operation of the business. With this structure, HAS units remain earmarked for affordable housing, with layer funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the PILOT to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. The organizational structure is such that net cash flow generated will be available primarily to HAS. The project is now in need of the tax abatement assistance through the LCRA to keep the rents low and make the project financially feasible.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains estimated 1.85 acres and is situated on 1634-1654 North Delaware Avenue, in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which analysis is based on four indicators: (a) the population statistics show that the lower income cohort is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's LMISD

data and the number of foreclosed and vacant housing units, there is an increasing need for decent affordable housing. This is expected to grow at a moderate increase for the next 5 years of over 4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Brendan Griesemer, AICP, on February 10, 2020. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five Year Plan and Annual Plan and PHA Certifications of Compliance with the PHA Plans and related regulations.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. Type or clearly print the following information:)

Applicant Name:	The Housing Authority of Springfield	
Project Name:	Bolivar Road Apartments &	Glenwood Apartments
Location of the Project:	2336 N Bolivar Road	722 E Glenwood Street
	Springfield , MO	Springfield, MO
Name of the Federal Program to which the applicant is applying:	Low Income Housing Tax Credits	
Name of Certifying Jurisdiction:	City of Springfield, Missouri	
Certifying Official of the Jurisdiction Name:	Brendan Griesemer, AICP	
Title:	Assistant Director Planning and Development Department	
Signature:	Brendan Griesemer	
Date:	2-10-2020	

ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2019-2020 Plan outlines the need for RAD and the investment need for rehabilitation at the apartments located in the North Delaware Avenue Public Housing Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will facilitate the investment of an estimated $12,608,775 of equity into the project with a total development costs of $43 million. The sources of funding include:

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000

SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health – especially considering the fact that the apartments located in the North Delaware Avenue Public Housing Redevelopment Area serve a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Redevelopment Area diminish the public morale and welfare with respect to the perception of this portion of the City.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all of the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable as a way to provide housing to the very low income.

Due to the condition of the units in the Redevelopment Area, substantial capital investment will be necessary to rehabilitate the structures and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The units will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunity for the City. If the apartments located in the North Delaware Avenue Public Housing Redevelopment Area are not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. In order to have safe, sanitary, livable units, blight must be removed and the area redeveloped as affordable housing serving the very low income. The Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and Section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a neighborhood consisting of 14 residential units. The bedroom mix and rents are:

Rents for Apartments located on North Delaware Apartments and a Part of Scattered and Circles Apartments		
1	1 BR – RAD	$484
9	2 BR – RAD	$656

3	3 BR – RAD	$820
1	3 BR – 110% FMR	$1,020

Each building has a unit dedicated to a family dwelling. The appearance of the structures through thoughtful redesign and preservation is key. In total, the project will accommodate up to approximately 14 families. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. There will be front door and back door lights at every unit. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping, architectural/design elements and will incorporate updated design features such as a front porch columns.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of 7 dwelling buildings on about 1.85 acres. The development was built in 1979/1982.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a rehabilitated neighborhood consisting of 14 residential units (1 – 1BR, 9 – 2BR, and 4 – 3BR). The land will remain the same.

All the living space will be on the ground floor. There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. The sidewalks and streets will be updated so units to the extent feasible will be visitable. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit "C" and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is zoned R-TH, Residential Townhouse district. The subject is a legal, conforming use. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

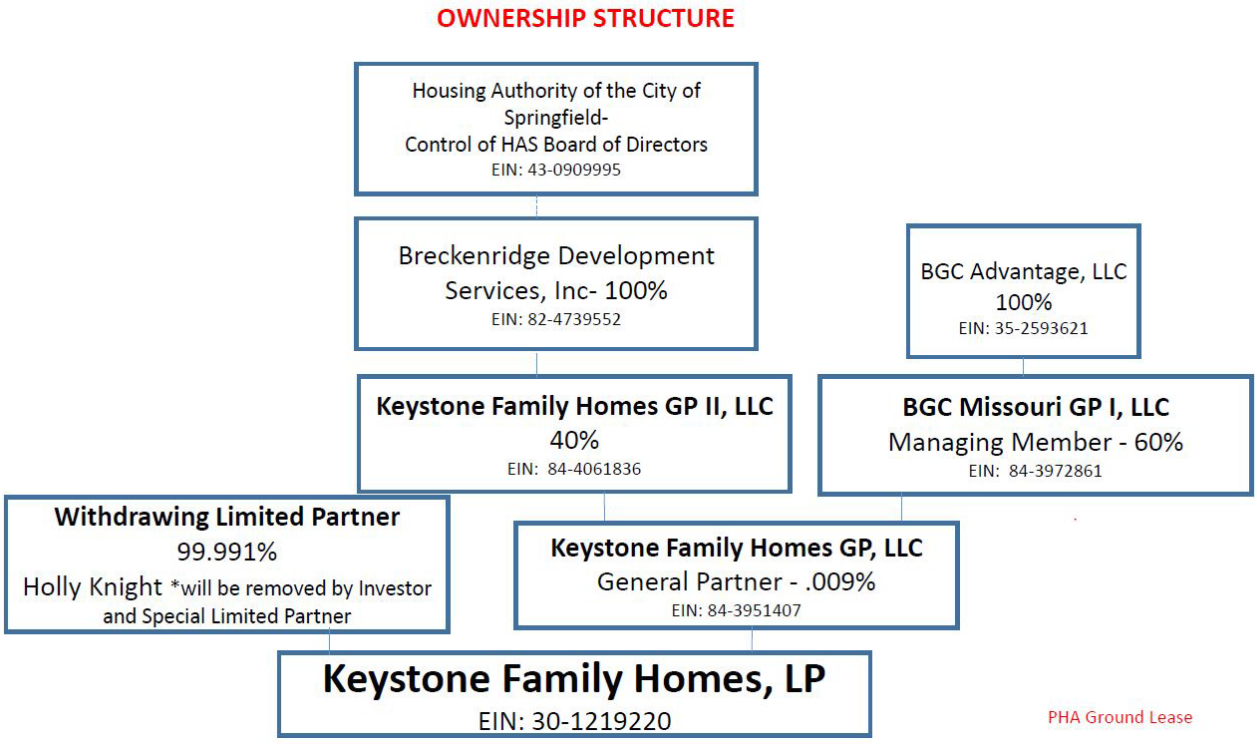
V. Execution of the Project:

A. Execution

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

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. See sources and uses below for the entire Keystone Family Homes project, as well as Exhibit "E" attached which includes the Development Budget and Sources of Funds for North Delaware Apartments.

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836

RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

D. Disposition of Property

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

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Keystone project has accumulated approximately 80 vacant units across the sites. Families will be relocated within the public housing/Keystone sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's approved relocation plan)

F. Redevelopment Schedule and Estimated Dates of Completion

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

- Pre-Construction (Inspections/Permits): Completed by December 2020
- Rehabilitation of units: Completed by November 2022
- Re-occupancy of site and new lease up completed by December 2022

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance

with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the "Code") the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and attractive neighborhood providing housing for 14 families that are at or below 60% Area Median income that eliminates existing blight would not be feasible. Exhibit "F" contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project using the Net Operating Income Approach. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, while the tax revenue over the next 10 years would be reduced by approximately $29,709 the affected taxing jurisdictions would see a net positive impact of $3,558 in the cumulative receipt of property tax revenue over the next 10 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also in compliance with HUD, MHDC, and the

HAS Public Housing Annual and 5 Year Plan. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Prior to application for Certificate of Qualification for Tax Abatement (the "Certificate") issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall at a minimum address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 14 housing units on about an 1.85 acre site. In total, the Project will provide housing for 14 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns.

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Exhibit A

MAP OF REDEVELOPMENT AREA – NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA



Exhibit B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA – NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description:

TRACT II: (1633, 1635, 1639, 1641, 1643, 1645, 1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 N. Delaware)
ALL OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), AND SEVEN (7) FINAL PLAT OF NORTH COURT SUBDIVISION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware, Springfield, MO 65803
1633, 1635, 1639, 1641, 1643, 1645 North Delaware, Springfield, MO 65803

Exhibit C

SITE PLAN – NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

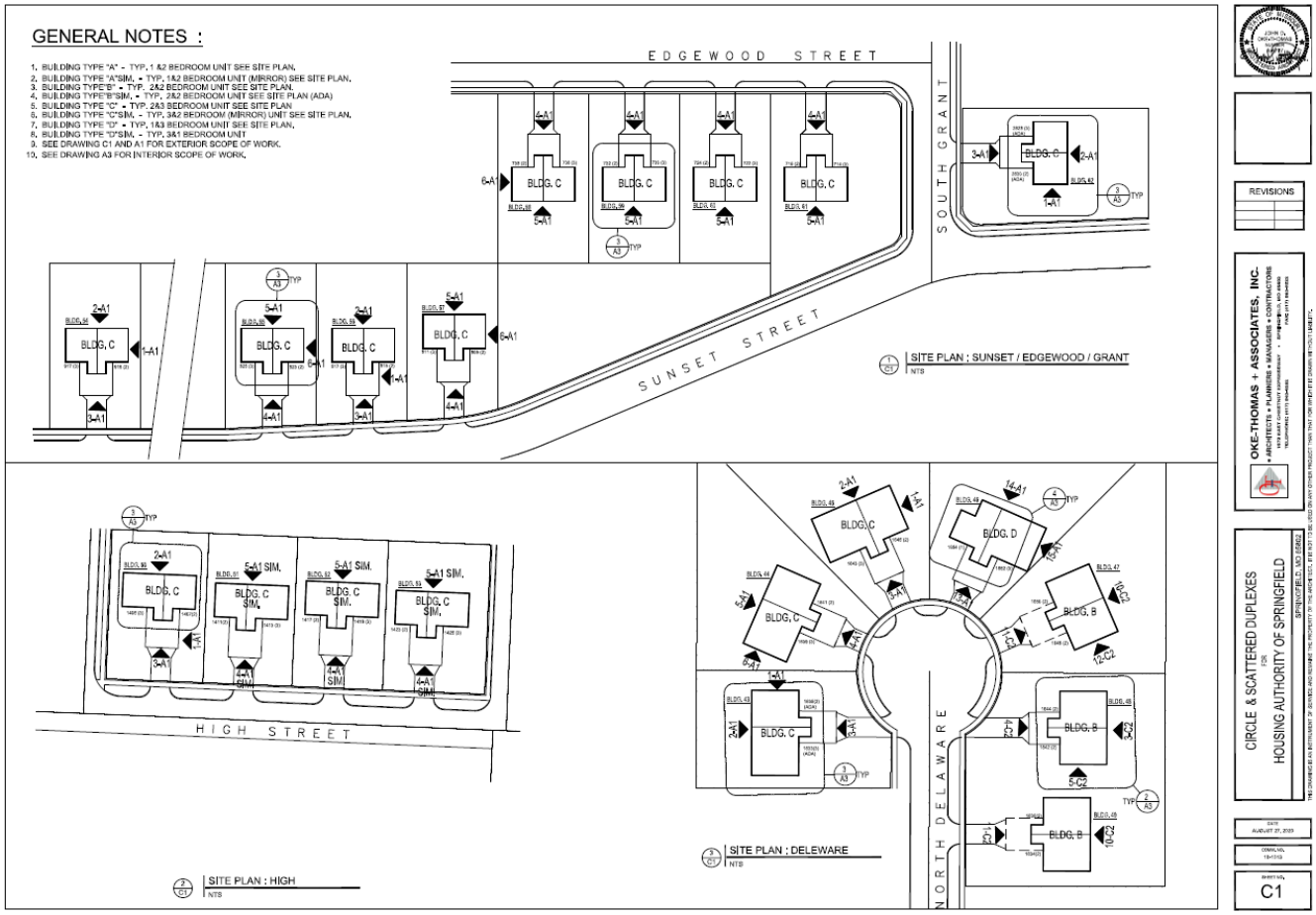
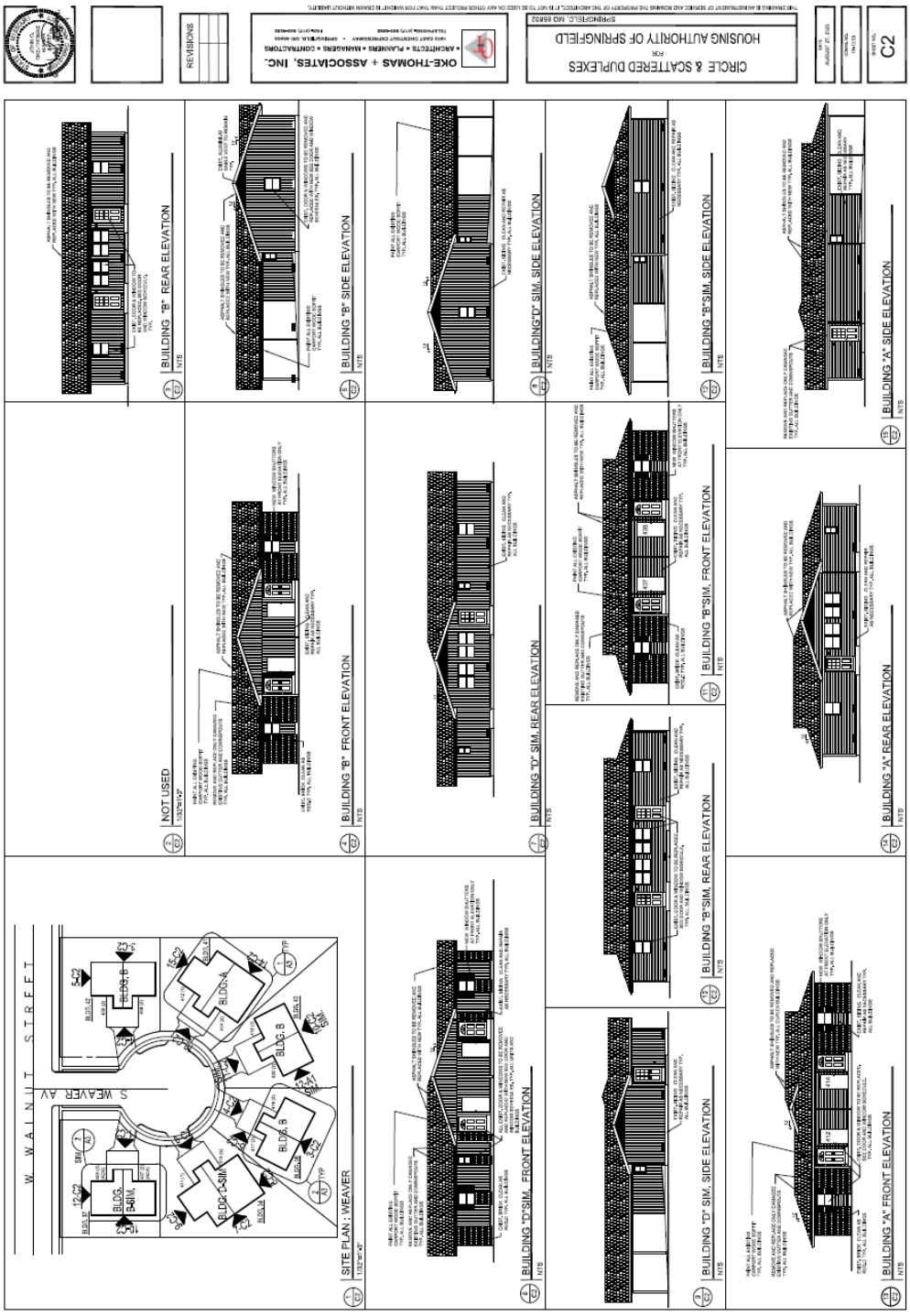
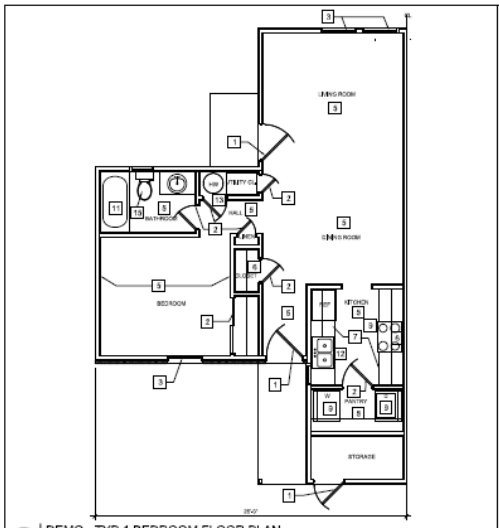


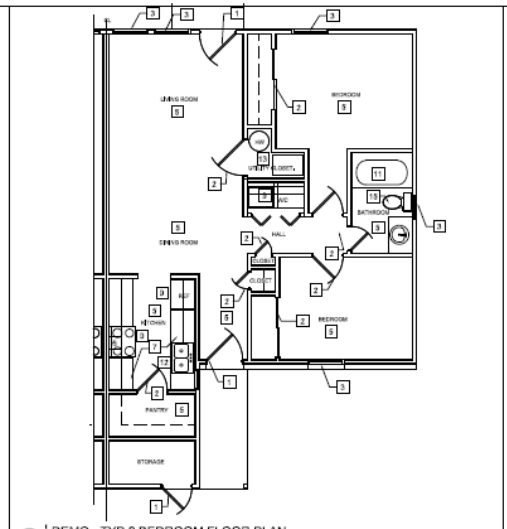
Exhibit D

SITE LAYOUT AND DESIGN – NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

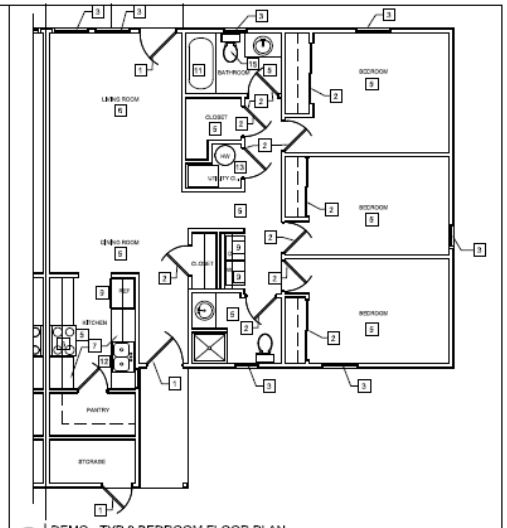




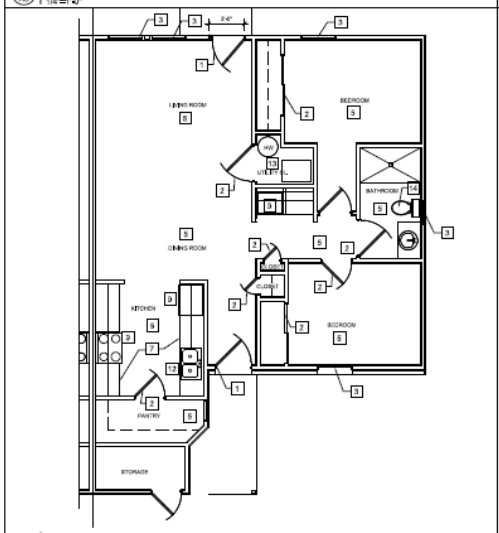
1 A3 DEMO - TYP 1 BEDROOM FLOOR PLAN
1/4"=1'-0"



2 A3 DEMO - TYP 2 BEDROOM FLOOR PLAN
1/4"=1'-0"



3 A3 DEMO - TYP 3 BEDROOM FLOOR PLAN
1/4"=1'-0"



4 A3 DEMO - TYP 2 BEDROOM FLOOR PLAN (ADA)
1/4"=1'-0"

DEMOLITION KEYED NOTES:

1. REMOVE AND REPLACE EXISTING ENTRY DOORS WITH NEW PANELED DOORS AS INDICATED ON UNIT FLOOR PLAN. SEE DOOR SCHEDULE AND INTERIOR FINISH SCHEDULE & APPLIANCES.
2. REMOVE AND REPLACE EXISTING INTERIOR DOORS WITH NEW AS INDICATED ON THE FLOOR PLAN. SEE DOOR SCHEDULE AND INTERIOR FINISH SCHEDULE & APPLIANCES.
3. REMOVE AND REPLACE EXISTING ALUM WINDOWS WITH NEW INSUL. VINYL WINDOWS. INSTALL NEW BLINDS AND SHADES IN ALL UNITS. SEE WINDOW SCHEDULE.
4. REMOVE AND REPLACE EXISTING FURNACE AND CONDENSING UNITS. SEE MECHANICAL DRAWINGS FOR SPECIFICATIONS. REPLACE AND RELOCATE DUCTWORK IN CRAWL SPACE TO ATTIC IN ALL CIRCLE AND SCATTERED DUPLEXES.
5. REMOVE AND REPLACE EXISTING FLOORING WITH NEW AS REQD. SEE INTERIOR FINISHED SCHEDULE AND APPLIANCES FOR SPECIFIC LOCATIONS OF NEW CARPET.
6. REMOVE AND REPLACE EXISTING RANGE HOOD.
7. REMOVE AND REPLACE EXISTING KITCHEN CABINETS WITH NEW CABINETS OR REWORK EXISTING CABINETS TO ALLOW FOR NEW DISHWASHERS. SEE INTERIOR FINISH SCHEDULE & APPLIANCES FOR SPECIFIC LOCATIONS.
8. REMOVE AND REPLACE VANITY CABINETS WITH NEW AS REQD. SEE INTERIOR FINISH SCHEDULE & APPLIANCES FOR SPECIFIC LOCATION.
9. REMOVE AND REPLACE APPLIANCES AS REQD. SEE INTERIOR FINISH SCHEDULE & APPLIANCES FOR SPECIFIC LOCATION.
10. REMOVE EXIST. TUB IN ACCESSIBLE UNIT AND REPLACE WITH AN ACCESSIBLE ROLL-IN SHOWER WITH AN INTEGRAL SEAT, GRAB BARS AND ADJUSTABLE SHOWER HEAD. SEE ACCESSIBLE UNIT MODIFIED PLANS.
11. EXISTING TUB / SHOWER TO REMAIN.
12. EXISTING KITCHEN SINK TO REMAIN. SEE INTERIOR FINISH SCHEDULE & APPLIANCES FOR SPECIFIC LOCATION.
13. REMOVE AND REPLACE EXIST. HOT WATER HEATERS WITH NEW HIGH EFFICIENCY HOT WATER HEATER. SEE PLUMBING PLAN FOR NEW HOT WATER HEATER SPECIFICATIONS AND SEE INTERIOR FINISH SCHEDULE & APPLIANCES FOR SPECIFIC LOCATION.
14. REMOVE AND REPLACE EXIST WATER CLOSET WITH NEW WATER SENSIBLE WATER CLOSETS SEE INTERIOR FINISH SCHEDULE & APPLIANCES FOR SPECIFIC LOCATION.
15. EXISTING WATER CLOSET TO REMAIN

REVISIONS

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1875 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE (417) 862-6565 FAX (417) 862-6622

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

DATE
AUGUST 27, 2020

COMM. NO.
18-1013

SHEET NO.
A2



A3

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS

REVISIONS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

Exhibit E

TAX IMPACT ANALYSIS – NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

[Please see attached]

North Delaware Avenue

Tax Impact Analysis for 1600 Block of N Delaware

City of Springfield, MO
10/28/20 v2

North Delaware Avenue
2020 Real Estate Assessment & Taxes

1600 Block of N Delaware

Current Assessment Ratio 19%

	Appraised*	Assessed
Land	$ -	$ -
Improvements	$ 401,739	
Total	$ 401,739	

Jurisdiction	**Tax**	**Levy per $100**
State of Missouri		0.0300
County General Revenue		0.1248
County Road and Bridge		0.1248
County Sheltered Workshop		0.0467
County Library		0.2434
OTC College		0.1996
Springfield R12 Schools		4.2727
City of Springfield		0.6196
Senior District		0.0493
	$ -	5.7109

* Per Tax Assessor Estimate Using 2019 Actual NOI Valuation with 7.0% Cap Rate

North Delaware Avenue
Tax Impact Analysis - Assessment Assumptions

	2020								
	Appraised			Assessed					
	Land	Improvements	Total		Land	Improvements	Total		
Property									
1600 Block of N Delaware	$ -	$ 401,739	$ 401,739		$ -	$ 76,330	$ 76,330		
Totals	$ -	$ 401,739	$ 401,739		$ -	$ 76,330	$ 76,330		

		Redevelopment Estimate							
		Appraised *				Assessed			
		Land	Improvements	Total		Land	Improvements	Total	
	Property								
Commercial		$ -		$ -		$ -	$ -	$ -	
Residential									
North Delaware Avenue			$ 659,599	$ 659,599		$ -	$ 125,324	$ 125,324	
	Totals	$ -	$ 659,599	$ 659,599		$ -	$ 125,324	$ 125,324	

Breakdown of Land/Improvement Values
Assessment Ratio (Commercial) 32%
Assessment Ratio (Residential) 19%

* Based on Net Income Valuation

North Delaware Avenue
Tax Impact Analysis
Projected Tax Without Redevelopment

Biennial Growth Rate Assumptions - Real Estate Taxes -1%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	76,330	76,330	22.90	95.26	95.26	35.65	185.79	152.36	3,261.37	472.94	37.63	-	4,359.16
2	2022	-	76,330	76,330	22.90	95.26	95.26	35.65	185.79	152.36	3,261.37	472.94	37.63	-	4,359.16
3	2023	-	75,567	75,567	22.67	94.31	94.31	35.29	183.93	150.83	3,228.76	468.21	37.25	-	4,315.56
4	2024	-	75,567	75,567	22.67	94.31	94.31	35.29	183.93	150.83	3,228.76	468.21	37.25	-	4,315.56
5	2025	-	74,811	74,811	22.44	93.36	93.36	34.94	182.09	149.32	3,196.47	463.53	36.88	-	4,272.41
6	2026	-	74,811	74,811	22.44	93.36	93.36	34.94	182.09	149.32	3,196.47	463.53	36.88	-	4,272.41
7	2027	-	74,063	74,063	22.22	92.43	92.43	34.59	180.27	147.83	3,164.50	458.90	36.51	-	4,229.68
8	2028	-	74,063	74,063	22.22	92.43	92.43	34.59	180.27	147.83	3,164.50	458.90	36.51	-	4,229.68
9	2029	-	73,323	73,323	22.00	91.51	91.51	34.24	178.47	146.35	3,132.86	454.31	36.15	-	4,187.39
10	2030	-	73,323	73,323	22.00	91.51	91.51	34.24	178.47	146.35	3,132.86	454.31	36.15	-	4,187.39
		Total			224.46	933.74	933.74	349.40	1,821.09	1,493.39	31,967.92	4,635.79	368.86	-	42,728.39

North Delaware Avenue
Tax Impact Analysis
Projected Tax Revenue With Redevelopment but Without Abatement

Biennial Growth Rate Assumptions - Real Estate Taxes 3%

					Real Estate Taxes Paid										
Year		Assessed Value ($)			0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	125,324	125,324	37.60	156.40	156.40	58.53	305.04	250.15	5,354.71	776.51	61.78	-	7,157.12
2	2022	-	125,324	125,324	37.60	156.40	156.40	58.53	305.04	250.15	5,354.71	776.51	61.78	-	7,157.12
3	2023	-	129,084	129,084	38.73	161.10	161.10	60.28	314.19	257.65	5,515.36	799.80	63.64	-	7,371.84
4	2024	-	129,084	129,084	38.73	161.10	161.10	60.28	314.19	257.65	5,515.36	799.80	63.64	-	7,371.84
5	2025	-	132,956	132,956	39.89	165.93	165.93	62.09	323.62	265.38	5,680.82	823.80	65.55	-	7,592.99
6	2026	-	132,956	132,956	39.89	165.93	165.93	62.09	323.62	265.38	5,680.82	823.80	65.55	-	7,592.99
7	2027	-	136,945	136,945	41.08	170.91	170.91	63.95	333.32	273.34	5,851.24	848.51	67.51	-	7,820.78
8	2028	-	136,945	136,945	41.08	170.91	170.91	63.95	333.32	273.34	5,851.24	848.51	67.51	-	7,820.78
9	2029	-	141,053	141,053	42.32	176.03	176.03	65.87	343.32	281.54	6,026.78	873.97	69.54	-	8,055.40
10	2030	-	141,053	141,053	42.32	176.03	176.03	65.87	343.32	281.54	6,026.78	873.97	69.54	-	8,055.40
	Total				399.22	1,660.74	1,660.74	621.45	3,238.98	2,656.12	56,857.81	8,245.16	656.05	-	75,996.27

North Delaware Avenue
Tax Impact Analysis
Projected Tax Revenue With Redevelopment and Abatement

Annual Growth Rate Assumptions - Real Estate Taxes	3%
Estimated Abatement of Redevelopment Impact	100%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	76,330	76,330	22.90	95.26	95.26	35.65	185.79	152.36	3,261.37	472.94	37.63	-	4,359.16
2	2022	-	76,330	76,330	22.90	95.26	95.26	35.65	185.79	152.36	3,261.37	472.94	37.63	-	4,359.16
3	2023	-	78,620	78,620	23.59	98.12	98.12	36.72	191.36	156.93	3,359.21	487.13	38.76	-	4,489.93
4	2024	-	78,620	78,620	23.59	98.12	98.12	36.72	191.36	156.93	3,359.21	487.13	38.76	-	4,489.93
5	2025	-	80,979	80,979	24.29	101.06	101.06	37.82	197.10	161.63	3,459.99	501.75	39.92	-	4,624.63
6	2026	-	80,979	80,979	24.29	101.06	101.06	37.82	197.10	161.63	3,459.99	501.75	39.92	-	4,624.63
7	2027	-	83,408	83,408	25.02	104.09	104.09	38.95	203.02	166.48	3,563.79	516.80	41.12	-	4,763.37
8	2028	-	83,408	83,408	25.02	104.09	104.09	38.95	203.02	166.48	3,563.79	516.80	41.12	-	4,763.37
9	2029	-	85,911	85,911	25.77	107.22	107.22	40.12	209.11	171.48	3,670.70	532.30	42.35	-	4,906.27
10	2030	-	85,911	85,911	25.77	107.22	107.22	40.12	209.11	171.48	3,670.70	532.30	42.35	-	4,906.27
	Total				243.15	1,011.50	1,011.50	378.50	1,972.75	1,617.75	34,630.12	5,021.84	399.58	-	46,286.69

North Delaware Avenue
Tax Impact Analysis

	Ten Year Tax Revenue		
Jurisdiction	Without Redevelopment or Abatement	With Redevelopment and Abatement	Impact on Jurisdiction
State of Missouri	$ 224.46	$ 243.15	$ 18.69
County General	$ 933.74	$ 1,011.50	$ 77.76
Road	$ 933.74	$ 1,011.50	$ 77.76
Co Dev Dis	$ 349.40	$ 378.50	$ 29.10
Library	$ 1,821.09	$ 1,972.75	$ 151.66
OCT College	$ 1,493.39	$ 1,617.75	$ 124.37
R12 Schools	$ 31,967.92	$ 34,630.12	$ 2,662.20
City of Springfield	$ 4,635.79	$ 5,021.84	$ 386.06
Senior District	$ 368.86	$ 399.58	$ 30.72
Commercial Sur Tax	$ -	$ -	$ -
Totals	$ 42,728.39	$ 46,286.69	$ 3,558.30

Ten Year
Project Trending

North Delaware Avenue

Percent Annual Adjustment:

2.00%	Income
3.00%	Expense
3.00%	Reserves
7.00%	Vacancy Rate
2.00%	Other Income

	Year One		Year Two		Year Three		Year Four	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	107,136	107,136	109,279	109,279	111,464	111,464	113,694	113,694
Gross Rental Income (Affordable Other)	12,240	12,240	12,485	12,485	12,734	12,734	12,989	12,989
Other Income	968	968	987	987	1,007	1,007	1,027	1,027
Subtotal Income	120,344	120,344	122,751	122,751	125,206	125,206	127,710	127,710
Less Vacancy	(8,424)	(8,424)	(8,593)	(8,593)	(8,764)	(8,764)	(8,940)	(8,940)
Total Income	111,920	111,920	114,158	114,158	116,441	116,441	118,770	118,770
Expenses								
Administrative	12,180	12,180	12,546	12,546	12,922	12,922	13,310	13,310
Asset Management Fee	5,596	5,596	5,764	5,764	5,937	5,937	6,115	6,115
Tenant Services	651	651	670	670	690	690	711	711
Utility Expense	7,244	7,244	7,462	7,462	7,686	7,686	7,916	7,916
Ordinary maintenance and Operations	21,400	21,400	22,042	22,042	22,703	22,703	23,385	23,385
Protective Services	600	600	618	618	637	637	656	656
Real Estate Taxes or PILOT	7,157	4,359	7,372	4,359	7,593	4,490	7,821	4,490
Property Insurance	4,385	4,385	4,516	4,516	4,652	4,652	4,791	4,791
Liability Insurance	1,385	1,385	1,426	1,426	1,469	1,469	1,513	1,513
Other General Expenses	250	250	258	258	265	265	273	273
Total Operating Expenses	60,848	58,050	62,673	59,661	64,553	61,451	66,490	63,159
Reserve for Replacements	4,900	4,900	5,047	5,047	5,198	5,198	5,354	5,354
TOTAL EXPENSES INCLUDING RESERVES	65,748	62,950	67,720	64,708	69,752	66,649	71,844	68,514
NET OPERATING INCOME	46,172	48,970	46,438	49,451	46,690	49,793	46,926	50,257
Less Debt Service - 1st Mort.	42,732	42,732	42,732	42,732	42,732	42,732	42,732	42,732
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	3,440	6,238	3,706	6,719	3,958	7,061	4,194	7,525
Loan to Value	76.93%	81.14%	77.62%	82.16%	78.30%	82.98%	78.96%	84.07%
Debt Coverag Ratio Bank Loan	1.08	1.15	1.09	1.16	1.09	1.17	1.10	1.18
Market Value	680,961	718,266	686,467	726,635	691,840	733,213	697,070	741,479

Ten Year
Project Trending North Delaware Avenue

	Year Five		Year Six		Year Seven		Year Eight	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	115,967	115,967	118,287	118,287	120,653	120,653	123,066	123,066
Gross Rental Income (Affordable Other)	13,249	13,249	13,514	13,514	13,784	13,784	14,060	14,060
Other Income	1,048	1,048	1,069	1,069	1,090	1,090	1,112	1,112
Subtotal Income	130,264	130,264	132,869	132,869	135,527	135,527	138,237	138,237
Less Vacancy	(9,118)	(9,118)	(9,301)	(9,301)	(9,487)	(9,487)	(9,677)	(9,677)
Total Income	121,146	121,146	123,569	123,569	126,040	126,040	128,561	128,561
Expenses								
Administrative	13,709	13,709	14,120	14,120	14,544	14,544	14,980	14,980
Asset Management Fee	6,298	6,298	6,487	6,487	6,682	6,682	6,882	6,882
Tenant Services	732	732	754	754	777	777	800	800
Utility Expense	8,154	8,154	8,398	8,398	8,650	8,650	8,910	8,910
Ordinary maintenance and Operations	24,086	24,086	24,809	24,809	25,553	25,553	26,320	26,320
Protective Services	675	675	696	696	716	716	738	738
Real Estate Taxes or PILOT	8,055	4,625	8,297	4,625	8,546	4,763	8,802	4,763
Property Insurance	4,935	4,935	5,083	5,083	5,235	5,235	5,393	5,393
Liability Insurance	1,558	1,558	1,605	1,605	1,653	1,653	1,703	1,703
Other General Expenses	281	281	290	290	299	299	307	307
Total Operating Expenses	68,485	65,054	70,539	66,867	72,655	68,873	74,835	70,796
Reserve for Replacements	5,515	5,515	5,680	5,680	5,851	5,851	6,026	6,026
TOTAL EXPENSES INCLUDING RESERVES	74,000	70,569	76,220	72,547	78,506	74,724	80,862	76,823
NET OPERATING INCOME	47,146	50,577	47,349	51,021	47,534	51,316	47,699	51,738
Less Debt Service - 1st Mort.	42,732	42,732	42,732	42,732	42,732	42,732	42,732	42,732
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	4,414	7,845	4,617	8,290	4,802	8,584	4,968	9,006
Loan to Value	79.68%	84.87%	80.32%	85.88%	80.93%	86.66%	81.52%	87.65%
Debt Coverag Ratio Bank Loan	1.10	1.18	1.11	1.19	1.11	1.20	1.12	1.21
Market Value	702,146	747,888	707,058	756,021	711,794	762,226	716,342	770,193

Ten Year
Project Trending North Delaware Avenue

	Year Nine		Year Ten	
	Projections	W/Abatement	Projections	W/Abatement
Income				
Gross Rental Income (RAD)	125,527	125,527	128,037	128,037
Gross Rental Income (Affordable Other)	14,341	14,341	14,628	14,628
Other Income	1,134	1,134	1,157	1,157
Subtotal Income	141,002	141,002	143,822	143,822
Less Vacancy	(9,870)	(9,870)	(10,068)	(10,068)
Total Income	131,132	131,132	133,755	133,755
Expenses				
Administrative	15,430	15,430	15,893	15,893
Asset Management Fee	7,089	7,089	7,302	7,302
Tenant Services	824	824	849	849
Utility Expense	9,177	9,177	9,452	9,452
Ordinary maintenance and Operations	27,109	27,109	27,922	27,922
Protective Services	760	760	783	783
Real Estate Taxes or PILOT	9,066	4,906	9,338	4,906
Property Insurance	5,554	5,554	5,721	5,721
Liability Insurance	1,754	1,754	1,807	1,807
Other General Expenses	317	317	326	326
Total Operating Expenses	77,080	72,920	79,393	74,961
Reserve for Replacements	6,207	6,207	6,393	6,393
TOTAL EXPENSES INCLUDING RESERVES	83,287	79,127	85,786	81,354
NET OPERATING INCOME	47,845	52,005	47,969	52,401
Less Debt Service - 1st Mort.	42,732	42,732	42,732	42,732
Less Debt Service - Other Amortizing	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	5,113	9,273	5,237	9,669
Loan to Value	82.09%	88.41%	82.64%	89.38%
Debt Coverag Ratio Bank Loan	1.12	1.22	1.12	1.23
Market Value	720,691	776,157	724,827	783,920

Loan Calculator with Extra Payments

	Enter Values	Instructions
Loan Amount	$886,000.00	
Annual Interest Rate	3.74%	
Loan Period in Years	40	Must be between 1 and 30 years.
Start Date of Loan	1/1/2021	
Optional Extra Payments		If your extra payments vary, enter them in the table below.

Scheduled Monthly Payment	$ 3,560.97	42,732	Annual Debt Service
Scheduled Number of Payments	480		
Actual Number of Payments	361		
Total Early Payments	$ -		
Total Interest	$ 751,995.61		

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2021	$ 886,000.00	$ 3,560.97	$ -	$ 3,560.97	$ 799.60	$ 2,761.37	$ 885,200.40
2	2/1/2021	885,200.40	3,560.97	-	3,560.97	802.09	2,758.87	884,398.30
3	3/1/2021	884,398.30	3,560.97	-	3,560.97	804.59	2,756.37	883,593.71
4	4/1/2021	883,593.71	3,560.97	-	3,560.97	807.10	2,753.87	882,786.61
5	5/1/2021	882,786.61	3,560.97	-	3,560.97	809.62	2,751.35	881,976.99
6	6/1/2021	881,976.99	3,560.97	-	3,560.97	812.14	2,748.83	881,164.85
7	7/1/2021	881,164.85	3,560.97	-	3,560.97	814.67	2,746.30	880,350.18
8	8/1/2021	880,350.18	3,560.97	-	3,560.97	817.21	2,743.76	879,532.97
9	9/1/2021	879,532.97	3,560.97	-	3,560.97	819.76	2,741.21	878,713.21
10	10/1/2021	878,713.21	3,560.97	-	3,560.97	822.31	2,738.66	877,890.90
11	11/1/2021	877,890.90	3,560.97	-	3,560.97	824.88	2,736.09	877,066.02
12	12/1/2021	877,066.02	3,560.97	-	3,560.97	827.45	2,733.52	876,238.57
13	1/1/2022	876,238.57	3,560.97	-	3,560.97	830.03	2,730.94	875,408.55
14	2/1/2022	875,408.55	3,560.97	-	3,560.97	832.61	2,728.36	874,575.94
15	3/1/2022	874,575.94	3,560.97	-	3,560.97	835.21	2,725.76	873,740.73
16	4/1/2022	873,740.73	3,560.97	-	3,560.97	837.81	2,723.16	872,902.92
17	5/1/2022	872,902.92	3,560.97	-	3,560.97	840.42	2,720.55	872,062.50
18	6/1/2022	872,062.50	3,560.97	-	3,560.97	843.04	2,717.93	871,219.46
19	7/1/2022	871,219.46	3,560.97	-	3,560.97	845.67	2,715.30	870,373.79
20	8/1/2022	870,373.79	3,560.97	-	3,560.97	848.30	2,712.66	869,525.48
21	9/1/2022	869,525.48	3,560.97	-	3,560.97	850.95	2,710.02	868,674.54
22	10/1/2022	868,674.54	3,560.97	-	3,560.97	853.60	2,707.37	867,820.94
23	11/1/2022	867,820.94	3,560.97	-	3,560.97	856.26	2,704.71	866,964.68
24	12/1/2022	866,964.68	3,560.97	-	3,560.97	858.93	2,702.04	866,105.75
25	1/1/2023	866,105.75	3,560.97	-	3,560.97	861.61	2,699.36	865,244.14
26	2/1/2023	865,244.14	3,560.97	-	3,560.97	864.29	2,696.68	864,379.85
27	3/1/2023	864,379.85	3,560.97	-	3,560.97	866.99	2,693.98	863,512.87
28	4/1/2023	863,512.87	3,560.97	-	3,560.97	869.69	2,691.28	862,643.18
29	5/1/2023	862,643.18	3,560.97	-	3,560.97	872.40	2,688.57	861,770.78
30	6/1/2023	861,770.78	3,560.97	-	3,560.97	875.12	2,685.85	860,895.66
31	7/1/2023	860,895.66	3,560.97	-	3,560.97	877.84	2,683.12	860,017.82
32	8/1/2023	860,017.82	3,560.97	-	3,560.97	880.58	2,680.39	859,137.24
33	9/1/2023	859,137.24	3,560.97	-	3,560.97	883.32	2,677.64	858,253.92
34	10/1/2023	858,253.92	3,560.97	-	3,560.97	886.08	2,674.89	857,367.84
35	11/1/2023	857,367.84	3,560.97	-	3,560.97	888.84	2,672.13	856,479.00
36	12/1/2023	856,479.00	3,560.97	-	3,560.97	891.61	2,669.36	855,587.39
37	1/1/2024	855,587.39	3,560.97	-	3,560.97	894.39	2,666.58	854,693.00
38	2/1/2024	854,693.00	3,560.97	-	3,560.97	897.18	2,663.79	853,795.83
39	3/1/2024	853,795.83	3,560.97	-	3,560.97	899.97	2,661.00	852,895.85
40	4/1/2024	852,895.85	3,560.97	-	3,560.97	902.78	2,658.19	851,993.08
41	5/1/2024	851,993.08	3,560.97	-	3,560.97	905.59	2,655.38	851,087.49
42	6/1/2024	851,087.49	3,560.97	-	3,560.97	908.41	2,652.56	850,179.07
43	7/1/2024	850,179.07	3,560.97	-	3,560.97	911.24	2,649.72	849,267.83
44	8/1/2024	849,267.83	3,560.97	-	3,560.97	914.08	2,646.88	848,353.75
45	9/1/2024	848,353.75	3,560.97	-	3,560.97	916.93	2,644.04	847,436.81
46	10/1/2024	847,436.81	3,560.97	-	3,560.97	919.79	2,641.18	846,517.02
47	11/1/2024	846,517.02	3,560.97	-	3,560.97	922.66	2,638.31	845,594.36
48	12/1/2024	845,594.36	3,560.97	-	3,560.97	925.53	2,635.44	844,668.83
49	1/1/2025	844,668.83	3,560.97	-	3,560.97	928.42	2,632.55	843,740.41

SFG SPECIALTY FINANCE GROUP

A Division of Cedar Rapids Bank & Trust

September 22, 2020

Ms. Holly Knight
BGC Advantage, LLC
192 Bastille Lane, Suite 300
Ruston, LA 71270

Dear Holly:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt construction/equity bridge and term bond/loan term sheet for your Keystone RAD Apartment Section 8 Acquisition Rehabilitation project located in Springfield, MO. The following outlines the general loan terms and conditions for your review and consideration:

4% LIHTC Tax Exempt Permanent Term Bond/Loan "A Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Loan Amount:	Lesser of (a) $20,200,000 (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan or (c) the amount such that the loan amount will not exceed 90% of the As Completed Stabilized Appraised Value.
Purpose:	Proceeds shall be used for the acquisition and construction costs associated with the project, with the funds beyond those used for the acquisition of the property only being advanced based on required/approved construction draws.
Tax Exempt Interest Rate:	The estimated tax-exempt fixed interest rate as of September 10, 2020 is 3.74%. The interest rate shall be fixed by a SWAP Agreement that is calculated to have the loan immediately fund, with the underlying Loan accruing interest at the tax exempt rate of 79% of 30 Day Libor + 2.00%. The SWAP loan structure/term will include 3 years of interest only followed by 18 years of principal and interest with 40 year amortization. Excess loan proceeds beyond those required to acquire the property will be held in escrow in a restricted money market account at CRBT until theses proceeds are used for required/approved construction draws for the rehabilitation of the property as needed. The money market will pay an interest rate of 0.50% estimated as of August 3, 2020, and will adjust quarterly based on changes in market conditions.

	Rate estimates above will continue to fluctuate based on the Market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the SWAP in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.
Loan Fee:	$10,000.
Maturity Date:	21 years
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Repayment Terms:	Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 21 year term.
Collateral:	First Real Estate Mortgage on the real property for the project referred to as Keystone RAD Apartments located Springfield, MO, and an assignment of rents and leases of the real property.
Guarantors:	**Construction**: Full Recourse Guarantees from the Developer/Owners and the General Partner. **Perm**: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

4% LIHTC Tax Exempt Draw-Up Construction/Equity Bridge Bond/Loan "B Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Draw-Up Loan Facility:	Up to $2,000,000 or the amount necessary to meet or exceed the 50% Tax Exempt Bond Test measured at the funding of the loan, which may include a cushion by the Sponsor to ensure that the 50% Test is met.
Loan Term:	36 Months.
Use of Proceeds:	Proceeds shall be used for the construction costs associated with the project and will not be advanced until 100% of the escrowed term bond/loan proceeds are fully advanced and funded first.
Tax Exempt Rate Options:	Option #1: Tax Exempt - Floating interest rate at WSJ Prime + 0.25% = 3.50% (estimated as of 9/10/20).

	Option #2: Tax Exempt - Fixed interest rate option at 3.85% (fixed interest rate option will be indexed at 35 basis points (.35%) over the floating rate option estimated as of 9/10/20).
Loan Origination Fee:	.50% of the loan amount estimated to be $13,750.
Maturity Date:	The first to occur of (a) 36 months (3 years) from the closing date or (b) receipt of sufficient Tax Credit Equity to repay the Loan Facility.
Disbursements:	Bridge Lender requires that the development sources and uses at all times be in balance, and accordingly, that all Borrower owner equity required for the rehabilitation be funded and disbursed prior to draws on the Loan Facility. Bridge Lender may, in its discretion, approve disbursement of the Loan Facility on a more accelerated disbursement schedule (including full disbursement of the Loan Facility ahead of disbursement of other debt financing).
Amortization:	None.
Prepayment Penalty:	None.
Security Interest:	The Loan Facility shall be secured by a first priority Assignment of the Capital Contributions, pursuant to which Borrower and General Partner pledge their right to receive the Tax Credit Equity as security for the Bridge Loan, and a first priority pledge of the general partner interest in the Borrower.
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Prepayment Terms:	Interest only during the construction period with all unpaid principal and interest due at maturity of the 3 year term.
Loan Agreements:	Borrower's loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT's legal counsel, Winthrop & Weinstine in Minneapolis, MN.
Due Diligence:	The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to: (i) Appraisal including a Market and Feasibility Study (ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns; (iii) Phase I environmental report; (iv) 42(m) letter issued by the allocating agency with respect to the Project; (v) Financial statements of Investor, if requested by Lender; (vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;

(vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;

(viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;

(ix) An ALTA survey of the Project;

(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;

(xi) The receipt of insurance coverage for the Project acceptable to Lender;

(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:

1. Developer resume/biography;
2. Previous Tax Credit Development Experience;
3. Project Overview;
4. Discussion and details of ownership structure for Project;
5. Project timeline;
6. Overall sources and uses for entire Project;
7. Detailed breakdown of Tax Credits;
8. Identification and background/resume of architect;
9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and

(xiii) Other items as requested during further review.

GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. For conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence immediately when the loan is funded.
5. CRBT reserves the right to request monthly financial statements in the event the projects DSCR falls below 1.05.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Reserve Accounts for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval.
If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by September 30, 2020 and will also expire if the Loan Facility is not closed by January 31, 2021.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Tyler Clark
Assistant Vice President
Specialty Finance Group

Accepted by: _____ Date: _____

Title: _____

RED STONE™
EQUITY PARTNERS

September 22, 2020

Mrs. Holly Knight
BGC Advantage, L.L.C.
1910 Farmerville Highway
Ruston, LA 71270

Re: Keystone Family Homes
Springfield, Missouri

Dear Mrs. Knight,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Keystone Family Homes (the "Project") located in Springfield, Missouri. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in Keystone Family Homes, LP, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, renovate and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 297 residential units for rent to low-income families. The Project will consists of multiple scattered sites located in the City of Springfield, Greene County, within the State of Missouri. Within the Project, 293 of the units are expected to be Housing Credit compliant, with four (4) additional units being designated as management units. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Missouri Housing Development Commission (the "Agency"). The means for such conformance shall be reviewed by and be acceptable to Red Stone.

6000 Fairview Road, Suite 550, Charlotte, NC 28210
TEL: 704-200-9500 WEB: www.rsequity.com
Boston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Los Angeles ▪ New York ▪ San Diego

Number of Units	Income Restrictions	Project Site
75	60% AMI / RAD	Bolivar Road
1	Manager Unit	Bolivar Road
79	60% AMI / RAD	Cedarbrook
1	Manager Unit	Cedarbrook
20	60% AMI / RAD	Circle Apartments
24	60% AMI / RAD	Dogwood Square
32	60% AMI / RAD	Glenwood
1	Manager Unit	Glenwood
32	60% AMI / RAD	Scattered Sites
32	60% AMI / RAD	Villa Marie
1	Manager Unit	Villa Marie

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	November 1, 2020
Completion Date	April 1, 2023
First Unit Leased	January 1, 2021
Last Unit Leased	January 31, 2023
Stabilized Operations	October 1, 2023

2. **Project Ownership**. Keystone Family Homes GP, LLC (the "General Partner") will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	Keystone Family Homes GP, L.L.C.	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	BGC Advantage, L.L.C.	[redacted]
Guarantors[1]	BGC Advantage, L.L.C. (corporate), Holly Knight (personally), and/or other entities acceptable to Red Stone	
General Contractor	To-be-determined	
Property Manager	To-be-determined	

[1] The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project is expecting to receive an allocation of 4% Housing Credits from the Agency for the year 2020 in an annual amount of $1,393,374. The total Housing Credits anticipated to be delivered to the Partnership is $13,933,374 (the "Projected Federal LIHTC").

4. **Capital Contribution**. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of $12,608,775, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	$13,933,374	$13,932,349	$0.905	$12,608,775
			Total	**$12,608,775**

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 1 year; and 100% of depreciation on personal property being taken over 1 year. The allocation of the depreciable line items is subject to Red Stone's review and approval.

A. 10.00% ($1,260,878) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) the long-term HAP contact is in place, (e) receipt of commitments of the additional financing sources described in Paragraph 11, and (f) closing and initial funding of the construction loan and the soft loans.

B. 25.00% ($3,152,194) shall be paid upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) achievement of 50% construction completion as certified by the Project architect and as verified by Red Stone, and (c) July 1, 2022.

C. 22.50% ($2,836,974) shall be paid upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) achievement of 75% construction completion as certified by the Project architect and as verified by Red Stone, and (c) January 1, 2023.

D. 10.00% ($1,260,878) shall be paid upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) April 1, 2023.

E. 30.00% ($3,782,633) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) the long-term HAP contract is in place, (h) calculations of the preliminary adjusters have been prepared, and (i) October 1, 2023.

F. 2.50% ($315,219) upon the later of (a) satisfaction of the funding conditions described in (E) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, (d) calculations of final adjusters have been prepared, and (e) January 1, 2024.

5. **Adjusters**.

A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.905 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) $0.905 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. Timing of Housing Credit Delivery. In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) $0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves**. The Partnership will fund the following reserves:

A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fifth Capital Contribution equal to six months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently projected to be $1,205,988). Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to six months OERDS (currently projected to be $1,205,988) (the "Minimum Balance") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. Notwithstanding the foregoing, the General Partner shall be entitled to withdraw funds from the Operating Reserve in excess of the Minimum Balance without Red Stone's consent; provided, however the General Partner shall provide notification of any such withdrawals. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

B. Replacement Reserve. A capitalized Replacement Reserve in the amount of $500,000 shall be established for the benefit of the Partnership in a segregated account no later than the payment of the fifth capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $350 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.

7. **Guarantees**. The Guarantors will guarantee the following obligations of the General Partner:

A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will constitute non-interest bearing loans to the Partnership or capital contributions and Guarantors will have any right to receive any repayment on account of such payments.

B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:

(i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 6 consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute loans at AFR to the Partnership by the General Partner which shall be repaid from the distribution of sale proceeds pursuant to Section 10(C).

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be equal to six months OERDS (currently projected to be $1,205,988) (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio each of the last consecutive 4 quarters of the ODG Period, and the long-term HAP contract remains in place. Any amounts so advanced will constitute loans ("Operating Deficit Loan") at AFR repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10. The debt service coverage ratio will be further defined in the forthcoming Partnership Agreement but will include a 5% vacancy rate on subsidized unit revenue and a 7% vacancy on unsubsidized unit revenue.

(iii) Notwithstanding anything to contrary, the Guarantors will be obligated to cover any operating deficits due to the loss or reduction of the HAP Contract throughout the compliance period

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction**. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $20,841,209 in addition to a hard cost contingency equal to 10% of the contract amount. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.

9. **Fees**. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

A. Developer Fee. The Developer will earn a developer fee of $3,254,000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $1,206,345 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be $2,047,655 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or % *
Fifth Capital Contribution	66%
Sixth Capital Contribution	34%

* To the extent necessary, adjustments to the payment of the Cash Development Fee may be required to ensure that an amount equal to no less than 10% of the permanent loan is held until permanent loan conversion.

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

B. Property Management Fee. The property management fee will total approximately 5.50% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Partnership will pay Red Stone an annual asset management fee in an amount equal to $10,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Partnership Management Fee. The Partnership will pay the General Partner an annual partnership management fee in an amount equal to $10,000 per annum. The partnership management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

E. Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. **Distribution of Tax and Cash Benefits**.

A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.990% to the Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.

B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Limited Partner in proportion to any tax liability incurred by such partner;

(ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;

(iii) to the Limited Partner as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) 40% to the payment of the Seller Note;

(vii) to the payment of any debts owed to the General Partner;

(viii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

(ix) the balance, 0.009% to the General Partner, 0.001% to the Special Limited Partner and 99.990% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.

C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;

(iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;

(iv) to the Limited Partner in an amount equal to any projected exit taxes:

(v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing**. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. Permanent Loan. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of cash flow
CRB&T Perm Loan – $20,200,000	Hard	3.74%	216	480	100%
Seller Note - $9,258,590	Soft	5.00%	504	N/A	40%
Operating Income during construction - $331,099	N/A	N/A	N/A	N/A	N/A

12. **Purchase Option and Right of First Refusal**. For a period of 2 years following the compliance period, the Housing Authority as a member of the General Partner shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the General Partner at its discretion, the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3. If the General Partner is a not for profit entity, the purchase price shall be the amount required pursuant to Section 42(i) of the Code.

13. **Due Diligence, Opinions and Financial Projections**. The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to $85,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Partnership Closing**. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity**. Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

16. **Early Exit**. Red Stone hereby acknowledges it is the intent of the General Partner to exit the Partnership as soon as reasonably possible following the end of the credit period. Furthermore, Red Stone in consultation with its investors hereby agrees to use commercially reasonable best efforts to effectuate an early exit from the Partnership through a to-be-defined provision in the Partnership Agreement which may include a put or purchase of the interest of the Limited and Special Limited Partners.

17. **Pre-Development Loan**. Upon the execution of this Letter of Intent, counter signature by Red Stone and the execution of Red Stone's pre-development loan documents, Red Stone will provide a pre-development loan for Project expenses incurred after the date of this letter in an amount of up to $500,000 with an interest rate of 8%, a 1% origination fee, and a maturity of January 1, 2021. Full joint and several repayment guarantees will be provided by the Guarantors.

[Remainder of page left intentionally blank]

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter. The terms of this letter are not binding until countersigned and accepted by an authorized officer of Red Stone.

Sincerely,

By: 
Name: Darren T. Swanson
Title: Managing Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

August 7, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806

Dear Ms. Wolfram:

Attached please find an amended CHAP Exhibit A for 222 units at the following RAD projects: 48 units at SOUTH TOWER (MO058000002), 33 units at MADISON TOWER (MO058000003) and 141 units at BOLIVAR ROAD (MO058000004), whose initial CHAP was awarded December 13, 2017. As this project is already being processed for conversion, all of the established CHAP milestone due dates will remain in effect, with any extension requests subject to the same approvals as established in the original CHAP.

With the issuance of this amended CHAP Exhibit A, you are required to update all relevant information on the RAD Resource Desk, including, but not limited to, the Transaction Log and Rent Schedule, so that the transaction accurately reflects these rents, number of units and configuration presented herein. In addition, please take appropriate action if this amendment requires a Significant Amendment to your Public Housing Agency Five Year or Annual Plan.

If you have any questions regarding this Amendment, please contact your Transaction Manager.

Sincerely,

Thomas R. Davis
Director
Office of Recapitalization

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Pre-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$478	$77	$555
14	1	$478	$77	$555
24	1	$478	$79	$557
18	1	$478	$144	$622
3	1	$478	$163	$641
15	2	$618	$94	$712
33	2	$618	$94	$712
32	2	$618	$97	$715
13	2	$618	$94	$712
16	2	$618	$200	$818

12	2	$618	$200	$818
6	3	$757	$112	$869
10	3	$757	$112	$869
4	3	$757	$117	$874
10	3	$757	$112	$869
9	3	$757	$248	$1,005

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Post-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$484	$70	$554
14	1	$488	$64	$552
24	1	$491	$62	$553
18	1	$494	$123	$617
3	1	$495	$141	$636
15	2	$633	$75	$708
33	2	$633	$74	$707
32	2	$638	$71	$709
13	2	$634	$73	$707
16	2	$656	$150	$806

12	2	$656	$150	$806
6	3	$778	$84	$862
10	3	$778	$84	$862
4	3	$786	$78	$864
10	3	$781	$80	$861
9	3	$820	$164	$984

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

The RAD Contract Rents are inclusive of utility savings.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Minneapolis, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

September 17, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806-2938

Dear Ms. Wolfram:

On December 13, 2017, since amended, the Department awarded the Springfield Housing Authority (SHA) a Rental Assistance Demonstration (RAD) Commitment to enter into Housing Assistance Payments (CHAP) at Bolivar Road, MO058000004. The Department amended the CHAP award on August 7, 2020, per Notice PIH 2018-04 (HA) "Notice" 3A.3.c "Comprehensive Rehabilitation or Replacement through Rental Assistance Demonstration (RAD)". The Office of Recapitalization issued the RAD Conversion Commitment (RCC) on September 16, 2020 for the 297 dwelling units in the covered project. Consequently, the Special Applications Center (SAC) amended RAD application DDA0008689, removing 17 Annual Contributions Contract (ACC) units from AMP MO058000002; 11 ACC units from AMP MO058000003; and 47 ACC units from MO058000004. The SAC created application DDA0010985, disposition of 17 dwelling units within 10 dwelling buildings at South Tower, MO058000002; 11 dwelling units within 11 dwelling buildings at Madison Tower, MO058000003; and 47 dwelling units within 19 dwelling buildings at Bolivar Road, MO058000004, in the Public and Indian Housing Information Center (PIC).

Environmental Assessment and Fair Housing and Equal Opportunity Certifications, Significant Amendment to PHA Plan and RAD Conversion Commitment

The City of Springfield, per 24 CFR part 58, performed the environmental assessment, and the St. Louis Office of Public Housing (OPH) authorized the use of grant funds (HUD-7015.16) on August 18, 2020.

The Region VII Office of Fair Housing and Equal Opportunity (FHEO) approved the RAD Relocation Checklist on April 1, 2020.

Per 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable per 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the U.S. Housing Act of 1937, "the Act", (42 U.S.C. 1445p) and this part."

On April 17, 2020, the St. Louis OPH approved the agency's Annual Plan submission, which includes a description of the proposed action. Approval of the Section 18 action is contingent on the Department's review and approval of the financing plan for both the RAD transaction and the associated Section 18 action and, the subsequent issuance of an RCC.

Development History, Description and Proposed Disposition

The Department has not approved an inventory removal action at AMPs MO058000002 and MO058000004. On October 3, 2019, the Department approved disposition application DDA0009393, 1.33 acres improved with 10 dwelling units within 5 dwelling buildings at Madison Tower, MO058000003. The following tables summarize South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, 75 dwelling units within 40 dwelling buildings (aggregate).

South Tower, MO058000002 DOFA: 8/21/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	63	21	29	36	-	-	149
Proposed Dwelling Units	-	-	-	17	-	-	17
Existing Dwelling Buildings							22
Proposed Dwelling Buildings							10
Existing Non-dwelling Buildings							1
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Madison Tower, MO058000003 DOFA: 9/20/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	98	60	14	2	-	-	174
Proposed Dwelling Units	-	7	3	1	-	-	11
Existing Dwelling Buildings							28
Proposed Dwelling Buildings							11
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Bolivar Road, MO058000004 DOFA: 6/2/1971							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	-	45	80	46	20	2	193
Proposed Dwelling Units	-	-	-	24	21	2	47
Existing Dwelling Buildings							46
Proposed Dwelling Buildings							19
Existing Non-dwelling Buildings							3
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Disposition Justification, Method and Relocation

SHA proposed disposition pursuant to 24 CFR 970.17(c) where the PHA has otherwise determined the disposition to be appropriate for reasons that are consistent with the goals of the

PHA and the PHA Plan and that are otherwise consistent with the Act. Per the Notice's Section 3A.3c., the agency elected to convert at least 75 percent of the public housing units within the covered project and replace up to 25 percent of the public housing units within the covered project with Section 8 project-based voucher (PBV) assistance. SHA will provide PBV assistance to 75 of the 297 units in the Office of Recapitalization-defined covered project and convey the improvements and acreage through the RAD closing process.

The Department allows disposition of property for less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA, or the federal government. Parcel acreage for the transaction will be reflected in the associated RAD approval. The Department determined, through approval of the agency's RAD financing plan, that the disposition is pursuant to 24 CFR 970.17(c) and the disposition method is in accordance with 24 CFR 970.19(a). At application creation, all units proposed for disposition were occupied within the past 24 months. Though subject to the requirements of 24 CFR 970.21(e) and (f), relocation will be consistent with RAD requirements per Notice PIH 2019-23.

Resident Consultation

1. Project Specific Resident Organization: None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. SHA held a resident meeting on July 15, 2020 to discuss the RAD conversion and disposition combination. The Department determined that SHA's actions met the requirements of the regulation.

Offer for Sale to the Resident Organization

24 CFR 970.9(b)(1) requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964 or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The SHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families per 24 CFR 970.9 (b)(3)(ii); therefore, 24 CFR 970.9(b)(1) is not applicable.

Board Resolution and Mayor/Local Government Consultation

The SHA's Board of Commissioners approved the disposition and associated activities via Resolution 2231 on July 24, 2020, per 24 CFR 970.7(13). The application also includes a July 21, 2020 letter of support signed by the Honorable Ken McClure, Mayor, City of Springfield, per 24 CFR 970.7(14).

Approval

The Department's review finds the SHA's application complete and consistent with Section 18 of the Act and meets the requirements of the implementing regulation 24 CFR part 970, including requirements pursuant to 24 CFR 970.9. Based upon the review, the Department approves the disposition of 75 dwelling units within 40 dwelling buildings (aggregate) at South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, as described in the application and identified in the table below.

South Tower, MO058000002; Madison Tower, MO058000003; Bolivar Road, MO058000004 Approved Disposition – Dwelling Buildings: 40; Units: 75				
Total Units Redeveloped: 75	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Leasehold	-	-	75	-
Acquiring Entity	Office of Recapitalization Approved Acquiring Entity			
Acquisition Method	Office of Recapitalization Approved Method			
Terms	Office of Recapitalization Approved Terms			
Purpose	Provision of Low-Income Housing			

Conditions

The Office of Recapitalization, with concurrence from the Office of the General Counsel (OGC) must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DoT) or Declaration of Restrictive Covenants (DoRC), disposition approval and release of the DoT/DoRC does not circumvent or supersede those obligations.

Operating Subsidy, Capital Fund Financing Program and Tenant Protection Vouchers

Disposition of 75 low rent units will affect the SHA's operating subsidy eligibility. The St. Louis OPH must ensure that the SHA's Form HUD-52723 reflects these changes. The Department notes 59 units are interspersed with RAD units within the buildings and are not eligible for Asset Repositioning Fees (ARF). The remaining 16 units are not interspersed and are ARF eligible. The agency does not have Department approval to participate in the Capital Fund Financing Program (CFFP). Per PIH Notice 2019-08 (the "Notice"), SHA is eligible to receive Section 8 Housing Choice Voucher assistance in the form of Tenant Protection Vouchers (TPVs) for this disposition approval. The Notice separates TPVs into two classes, replacement vouchers and relocation vouchers. The Notice provides that the Department may only provide replacement TPVs for units that were occupied within the previous 24 months that cease to be available as assisted housing, and only to the extent that funding is available.

On the date of this approval, 75 ACC units were occupied within the previous 24 months. SHA does not intend to redevelop public housing units at the property. Based on the Notice's provision, the Department determined that SHA is eligible to receive a maximum of 75 **replacement** TPVs for the affected units in this action.

TPV Type	Maximum Eligibility Number
Relocation	0
Replacement	75

The Department will not automatically issue TPVs to SHA as part of this approval. Instead, SHA must apply to the Department separately for TPVs in accordance with the Notice. Because the RCC issuance begins the RAD closing procedure, and the RAD and disposition approval and removal process occur concurrently, SHA should submit the TPV request immediately. The timing of SHA's TPV application submission and the start of relocation noted in this approval should be consistent. To apply for TPVs, the agency must submit the following to the St. Louis OPH:

a) The AMP and IMS/PIC application number of this disposition approval.
b) The number of TPVs requested (subject to the limitations above)
c) Form HUD-52515 (Voucher Funding Application)
d) A copy of this approval (PDF version - signed and dated)

Please review the Notice for further guidance on TPV application submission and timing.

PIC and Monitoring

Per 24 CFR 970.35, the Department requires SHA to inform the SAC and the Office of Recapitalization of the status of the project (actual disposition dates, modification requests, delays or other problems) and of any deviations to the mandated 24 CFR 970.7 (a)(4) general timetable shown below.

Milestone		Number of Days after HQ Approval
A	Begin relocation of residents	0
B	Complete relocation of residents	90
C	Execution of contract for removal (e.g. sales contract or demolition contract)	90
D	Actual Removal Action (e.g. demolition or sale closing)	90

On or one day before the associated HAP contract start date, SACTA will enter the transaction date and the actual number of buildings and units, then remove the improvements from inventory. The St. Louis OPH received a copy of this approval.

Sincerely,

JANE HORNSTEIN

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2020.09.17 15:55:31 -05'00'

Jane B. Hornstein
Director

Cc: St. Louis OPH
RAD Resource Desk
RAD Readiness Transaction Manager
RAD Financing Transaction Manager
RAD Closing Management

Exhibit F

ESTIMATED PROJECT BUDGET– NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

N DELAWARE SCATTERED AND CIRCLES APARTMENTS

DEVELOPMENT BUDGET	
ACQUISITION	806,346
SITE IMPROVEMENTS	-
CONSTRUCTION	1,095,598
PROFESSIONAL FEES	218,478
BOND COSTS	17,441
CONSTRUCTION FINANCE COSTS	90,373
PERMANENT FINANCE COSTS	3,960
SOFT COSTS	66,133
RESERVES	84,982
TOTAL USES	2,383,310
SOURCES OF FUNDS	
1ST MORTGAGE	886,000
CASH FLOW FROM OPERATIONS	88,150
SELLER MORTGAGE	715,099
PHA CASH FLOW	18,855
AGENCY HOME LOAN	-
DEF. DEVELOPER FEE	50,342
TAX CREDIT EQUITY	624,864
TOTAL SOURCES	2,383,310

Exhibit G

HUD RELOCATION PLAN– NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

Relocation Plan for the Revitalization of Bolivar Road Apartments, Cedarbrook, Circle, Dogwood, Glenwood, Scattered Sites, and Villa Marie under the LIHTC, Rental Assistance Demonstration Program (RAD), or other initiatives

developed by

Housing Authority of the City of Springfield
(HAS)

January 14, 2020

421 W Madison Street #1
Springfield, MO 65806
(417) 866-4329

I. Introduction and Project Summary

Housing Authority of the City of Springfield (HAS) has an aging housing stock and growing physical needs. Due to this, the agency has been through a comprehensive physical needs assessment that looked at each project to help determine critical, immediate, and 20 year needs. This has led the housing authority to an overall strategic revitalization effort utilizing the Rental Assistance Demonstration (RAD) program and other affordable housing preservation strategies including Section 18 Demo/Dispo.

HAS with the concurrence of the community and residents is undertaking the revitalization, demolition, disposition, or other methods to transition the housing stock at Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, Bolivar Road, and various other complexes, within the portfolio that will be converting to the Project-based Voucher (PBV) Program under the Rental Assistance Demonstration (RAD) Program, restructured under the Low-Income Housing Tax Credit Program, or revised through other revitalization strategies. Depending on the type of revitalization, demolition, disposition, or other activities, residents will require temporary or permanent relocation while the redevelopment, extensive modernization or renovations are occurring.

Proposed Modernization or Redevelopment Goals By Public Housing Development

Site	Type	# Units	Year Built	Modernization/Redevelopment Goals	Relocation Requirements
Bolivar Road Apartments	Family	81	1971	Rehabilitation/Demolish/Reduce Density	Permanent with Right to Return to New Site of Alternate Sites
Glenwood	Family	33	1973	Substantial Rehabilitation	Temporary/Right to Return
Scattered	Family	32	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Circles	Family	20	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Dogwood Square	Family	24	1982	Substantial Rehabilitation	Temporary/Right to Return
Cedarbrook	Family	80	1972	Substantial Rehabilitation	Temporary/Right to Return
Villa Marie	Family	32	1972	Substantial Rehabilitation	Temporary/Right to Return

Specific to the site the following conditions have been included in the planning effort:

Redeveloped Site Activity

Bolivar Road Apartments (rehabilitation and demolition through RAD)
This project would be submitted for funding approval in the 1st quarter of 2020. It would include demolition of 12 existing units and rehabilitation of 68 units. The reduction of units will allow for reduce density in the community. Current residents will be offered temporary, or permanent if necessary, relocation and the possibility opportunity to return to the site.

Glenwood (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Scattered (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Circles (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Dogwood Square (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Cedarbrook (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Villa Marie (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Schedule for Redevelopment/Relocation of Public Housing By Site

Site	Beginning Action	Relocation From	Construction/Rehabilitation Completion	Return Relocation
Bolivar Road Apartments	Demolition/Rehab start 3rd quarter 2020	3rd – 4th quarter 2020	2nd quarter 2022	Staged upon construction completion, relocation finished 2nd quarter 2022
Glenwood	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Scattered	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Circles	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Dogwood Square	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Cedarbrook	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Villa Marie	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021

Financial Resources

HAS is working with a development team to identify best practices and strategies to meet the physical needs at the housing authority sites as well as emerging housing needs in Springfield. HAS will utilize multiple housing authority funds to leverage private and public funding opportunities for all of the redevelopment and new construction projects. The housing authority through the partner entities will utilize the 4% tax credit

program. Each project will have distinct funding based on the size of the project, scope of work, and type of construction occurring.

The following includes a list of anticipated funds for the HAS. These funds will be allocated to ongoing capital fund improvements as well redevelopment efforts including RAD and non-RAD developments. The housing authority is using a combination of capital funds and other PHA financial resources to complete third party assessments that contribute to the financial and physical viability of the projects. Public Housing is so restrictive that it doesn't attract investors and lenders as RAD and/or project-based voucher contracts. The HAS will be assessing all avenues to determine the best fit for funding, programs, and long-term viability.

General Relocation Conditions

Tenant belongings will be relocated with the tenant while the work is undertaken. Depending on the development, HAS will be demolishing, rehabilitating, or modernizing the units including interior and exterior renovation causing tenants relocation. Generally, the relocation time on moderate rehabilitation should not last longer than 90 days on each unit during the construction period. In other words, the kitchen and bathroom cabinets and sinks, electrical renovation, water heaters, 504 upgrades, and wall removals will be occurring on the developments. The resident will be required to move, since the work to be performed includes the extensive renovation of the tile floor, painting, reworking plumbing, etc. At the end of the relocation, tenants will be allowed the opportunity of the right to return to the property. There may be some additional tenants, based on individual qualifiers, that may be offered the opportunity of additional housing opportunities for permanent relocation or housing at alternative sites or use of the Voucher.

The ADA (Section 504) renovation requires temporary relocation for those families in those units that are undergoing substantial renovations to convert the units to full 504 accessibility standards. The families may require a temporary/permanent relocation to another unit. Tenants will be provided the services as required under the Uniform Relocation Act (URA). It is anticipated that some residents may be relocated through the Housing Choice Voucher (if necessary) since demolition/disposition are part of the proposed actions. In the cases where construction will be scheduled to occur on vacated units in the development- the HAS will start holding vacancies once the plans are approved for renovation/demolition to ensure adequate vacancies at the development to start the process and the impact will be minimal when most of the families, will remain on the development and just moved to an alternate unit that has or has not been renovated during the process.

It is not anticipated, but some residents may extend past the 12 months, although it is estimated that this will be the exception to the process for rehabilitation- since the construction schedule is generally a 9- to 12-month period. Should the rare occasion occur that the relocation extends past the 12- month period, the tenants who are temporarily relocated in excess of 12 months will be offered permanent relocation

assistance at that point under the URA in accordance with Appendix 4 of Notice H 2016-17/PIH 2016-17. If the relocation extends past the 12- month period, the family will also be offered the opportunity for voluntary permanent relocation under the PIH notice 2016-17. Since RAD is a higher standard and will meet all Section 18 requirements, HAS will use RAD notices and RAD implementation requirements.

After redevelopment, the entire site will consist of the same configurations, therefore no family will be displaced as a result of unit size changes. Based on HAS's needs for the community, the following is the current bedroom size configuration by development and the ending configuration after rehabilitation/redevelopment:

Property Name	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Total
Bolivar Road Apartments currently		30	0	1	0	0	81
Bolivar Road Apartments after redevelopment/rehab		18	33	20	8	2	68
Glenwood currently		0	13	20	0	0	33
Glenwood after redevelopment/rehab		0	13	20	0	0	33
Scattered currently		0	16	16	0	0	32
Scattered after redevelopment/rehab		0	16	16	0	0	32
Circles currently		5	22	3	0	0	20
Circles after redevelopment/rehab		5	22	3	0	0	20
Dogwood Square currently		24			0	0	24
Dogwood Square after redevelopment/rehab		24	0	0	0	0	24
Cedarbrook currently		24	32	16	8	0	80
Cedarbrook after redevelopment/rehab		24	32	16	8	0	80
Villa Marie currently		3	15	10	4	0	32
Villa Marie after redevelopment/rehab		3	15	10	4	0	32

With respect to both temporary and permanent displacements, the HAS relocation plan will use the recommended notices as contained in the RAD Relocation Notice H 2016-17/PIH 2016-17. HAS is not to use the Notice of Non-displacement or Notice of Eligibility for Relocation Assistance from Handbook 1378 as referenced in previous relocation plans. The HAS will make revisions to ensure compliance with Notice H 2016-17/PIH 2016-17 and notices.

HAS will document that each household to be permanently displaced was first offered the choice to voluntarily accept permanent relocation and waived their right to return. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, all residents will be offered the right to return upon completion of the rehabilitation.

HAS determined that families would be relocated at least once during the multi-phased undertaking of redeveloping the sites. The mandatory transfers to other available

housing programs or converted stock will initially be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation or new construction.

HAS will make every effort to minimize the impact of relocation on the resident population. HAS will use staff and contractors to assist the families with the temporary or permanent relocation- and families have the right to return upon completion. HAS is undertaking the revitalization of developments that are needed to preserve the limited affordable housing stock, reverse the continuing decline of public housing and allow the revitalized property to compete in the community for qualified residents.

HAS has involved and informed residents from the very beginning in the program of the conversion under RAD, LIHTC, or alternative undertakings and has sought input into the plan. HAS has kept and will continue to keep residents current on its plans for the developments. To date these activities have included meetings, workshops, public notice, revisions in the Agency Plan, notification to HUD, and working with the resident groups and this has proven particularly helpful in bringing tenants' views into consideration on a timely basis. HAS prepared a resident questionnaire (survey) and will use it to solicit and consider tenants' views on the program's impact and any special needs.

HAS has fully considered the resident's views on the redevelopment and especially in the relocation of tenants from the developments. The HAS will utilize the staging of the construction/redevelopment of the program as an important method in which the temporary or permanent relocation of tenants can be achieved with minimum disruption to the residents. Existing public housing, non-revitalized units on the site will be available to provide the resource for many if not all the residents to relocate. Upon completion, those residents temporarily relocated will return to the unit and/or building/development whenever possible. HAS intends to use vacancies arising in its inventory of the apartments in the development so that it may create a meaningful temporary relocation resource. Priority for any relocation will be given to those families that must be relocated to remain in the same development.

HAS will pay for the relocation cost to move residents on a temporary/permanent basis. HAS will pay those eligible relocation costs, including utility transfers in accordance with the Uniform Relocation Act for the relocation of residents under the RAD program. Although it is not anticipated that many vouchers will be required for relocation, if it is required, HAS will assist residents with the program requirements, assist them in finding an available Section 8 unit, and further assist them to remain in Section 8 housing through the mobility-counseling program. In the case of Tenant Protection Vouchers, HAS will provide extensive workshops and technical assistance to help residents making the transition to the Voucher Program. All the relocation will be conducted in accordance with the rules of the Uniform Relocation Act and PIH notices governing this proposed action.

HAS is using funding assistance from the tax credit program and other allowable program funds for the renovations and redevelopment of this site. All families residing on the site will remain eligible for the site. In addition, no resident will be relocated until such time as funding is fully secure to begin and funding is available for that phase of the relocation, rehabilitation/construction, and counseling requirements.

Information and Consultation

HAS provides residents with a general information notice advising them of the possible affects of proposed action.

Residents required to relocate due to renovation construction work will receive certain benefits in the form of notices, advisory and counseling services, and housing assistance payments as appropriate. HAS will follow the notices, services and payments as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (also known as the Uniform Relocation Act, or "URA") for the program funded. The policies and procedural requirements of the URA as applied to HUD-funded programs are consolidated in HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition", PIH 2014-17 RAD Relocation, and other requirements will be followed by the HAS.

Generally, the following notices, counseling and benefits will apply to this project. The timing of notices and services, and the levels of benefits may vary depending on the nature and timing of specific project and phasing activities, and the rules associated with various types of funding.

Notices

The following notices will be provided to residents in developments scheduled for rehabilitation under the redevelopment subject to the URA:

The RAD Information Notice must do the following:

- *RAD Information Notice (RIN)* MHA has provided the RAD Information Notice to residents at the very beginning of the RAD conversion planning process in order to convey general written information on potential project plans and residents' basic rights under RAD, and to facilitate residents' engagement with the PHA regarding the proposed RAD conversion. The MHA has provide a RAD Information Notice to all residents of a Converting Project prior to the first of the two meetings with residents required by the RAD Notice, Section 1.8.2, and before submitting a RAD Application. This RAD Information Notice shall be provided without regard to whether the PHA anticipates any relocation of residents in connection with the RAD conversion.

- *General Information Notice (GIN).* MHA has notified residents of its decision to convert to RAD and to apply to agencies for redevelopment funding. The MHA will bring this notice more current as other activities and the approval process takes place. MHA will further provide the residents with an updated *General Information Notice once all components are approved and in place.* This notice explains the nature of the proposed project, description in general terms of the relocation assistance that MHA will make available to residents, and explain the proposed timetable for relocation. The notice further states that the HAS will provide all residents with comparable replacement housing and urge them not to move. MHA will further update the notice since the timing of the original notice may not have the sustaining impact and more current notices will vary depending on local circumstances, project timing and phasing, and other considerations such as the opinion of the HAS regarding the adequacy of known information about the project. The notice will be made in accordance with Relocation Handbook 1378, and applicable statutes and regulations.

- *Notice* of Intent to Acquire- *Non-displacement, or Notice* of *Eligibility for Relocation Assistance.* As soon as feasible following HUD approval of the HAS's final approval of the RAD or Revitalization Plan, whichever comes first, the HAS will provide residents with a more specific notice of their rights. Residents who will move temporarily will receive a Notice of Non-displacement. This document will inform residents of the specific relocation services and benefits to which they are entitled, when they will receive those services and benefits, and any procedures that must be followed to obtain them. This notice will again advise residents not to move.

- Thirty Day Notice. No resident to be temporarily displaced will be required to move unless the household has first received at least 30 days written notice of the earliest date the family will be required to move. The 30 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This would be the primary notice used on Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road since it is anticipated residents will be out of the unit for less than 12 months.

- *Ninety Day Notice.* No resident to be permanently displaced will be required to move unless the household has first received at least 90 days written notice of the earliest date the family will be required to move. The 90 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This will be the notice that is used if and when the redevelopment would exceed 12 months- since it will be considered permanent relocation with a right to return. Note: Permanent Relocation

Assistance: permanent relocation would require that HAS to offer alternative housing options in accordance with Section 6.10 of the Relocation Notice. The HAS cannot require a resident to accept permanent relocation: the resident must voluntarily relinquish their right to return in writing as being given at least 30 days to consider the HAS's offer. The RAD program requirements in this area can exceed the URA and the URA requires three but not less than one comparable housing option once a person is permanently displaced (i.e., after one year and one day). If HAS knows from the beginning that residents are going to be permanently moved and not return, the HAS must follow the requirements of Section 6.10 of the RAD Relocation Notice and offer the resident an alternative housing offer that persuades the resident to voluntarily relinquish their right to return in writing. HAS cannot require permanent relocation; the resident must choose this voluntarily.

Advisory Services and Counseling

Relocation advisory services will include one or more personal interviews with each household. Typically, the HAS will survey residents early in the process to determine each household's general relocation needs, and then provide additional counseling, services and information as specific issues are identified. The HAS will have plans and processes in place to communicate with families who are not proficient in English, and with people with disabilities.

At minimum, HAS's advisory services and counseling will:

- determine the needs of individual families;
- explain the availability of relocation benefits and services, including the eligibility requirements, the procedures for obtaining benefits and services, and the amount of the replacement housing payment, if any;
- explain the timetable for temporary relocation or permanent displacement;
- advise the family of specific comparable replacement dwellings that will be available;

Moving Expenses

Relocating residents are entitled to payment for their actual moving and related relocation expenses, so long as those expenses are reasonable. The payment must include expenses for:

- transportation to replacement dwelling;
- packing, moving and unpacking furniture and family belongings;
- storage for a period not to exceed 12 months;
- disconnecting, dismantling, moving and re-assembly of household appliances;

- utility hook-ups, including re-installation of telephone and cable service;
- insurance against loss of personal property during the move, or the replacement value of any property lost, stolen or damaged during the move
- credit checks; and
- other reasonable moving expenses.

Relocation Resources

All eligible residents, who are relocated, will receive the appropriate services and benefits required. The HAS relocation resources for the development include: (1) priority for available units at the specific development undergoing the work (2) priority for vacant turnover units of at other HAS developments; and (3) priority for tax-credit and other units available after the redevelopment on the specific site or other HAS sites, (4) priority for the Voucher- whenever needed. HAS will use all available resources to identify and move residents into their desired housing preference. On a limited basis, residents will be offered available housing choice vouchers during the relocation process.

The relocation developments are within reasonable distance to bus lines and services. All sites are to be made handicap accessible and also accessible to shopping areas, employment areas, grocery stores and medical offices.

HAS has addressed the housing issues of disabled families and families with disabled members by proactively making all programs and services available to qualified families. All facilities operated, and programs managed by HAS will be made 504 compliant or at least the minimum number of units will be made 504 compliant. If relocated disabled families are having difficulty in the relocation, HAS will provide for reasonable accommodations to address the issues. HAS has handicapped-accessible units in the public housing program. These units are available in the necessary bedroom sizes. During gathering data on the relocation survey, HAS included a specific area on the survey to assist families and the HAS in identifying special needs of each family. These special needs will be considered in making relocation offers.

(1**) Vacant Turnover of Units at Other HAS Sites:**

To accommodate all households needing a unit, HAS has prioritized the displaced families as the highest priority for vacant turnover units. HAS provides for this priority in the current Admission and Occupancy Policy (ACOP) and has updated the Administrative Plan to include a priority for relocation by HAS initiatives. The policies are incorporated in the PHA Plan process and remain supporting documents to the PHA Plan.

(2) HAS Developments:

HAS determined that families would be relocated at least once during the multi-phased undertaking of redevelopiment. The mandatory transfers to other available public housing or converted stock will be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation. All families relocating to public housing and other sites will be offered decent, safe and sanitary units that meet the local occupancy codes and UPCS or HQS- depending on the program requirement. All properties are inspected prior to occupancy and before relocation, the units are determined that they meet UPCS or HQS.

(3) Redevelopment Sites:

As the development continues through redevelopment- current residents will be prioritized for returning to the development/unit. Based on the individuals needs and from information gathered during the initial survey data, HAS has designed a plan to address all the family's requests during the relocation process.

Use of Section 8 Vouchers During the Relocation Process

HAS has determined that the HCV Program will be needed for a limited number of families during the relocation activities. HAS has a voucher program of adequate size to address these issues. Relocated families will have priority over current families on the waiting list- if the voucher is needed for relocation and these revisions have already been included in the Administrative Plan. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road, it is anticipated that vouchers will be offered for relocation and HUD is providing tenant protection vouchers.

II. Resident Return and Re-occupancy Policies

HAS has determined that the first choice of many residents of the development site is to remain a part of the community during the process and after the conversion to Project-based Vouchers under RAD or redevelopment. Under RAD, there is no rescreening or re-eligibility requirements; therefore, all families are eligible for the new units after renovation. HAS has presented a method that all families will be provided a tenant survey on the relocation/selection process and will update the survey information prior to relocation, if and when required.

Typically, there is no rescreening. Residents that are temporarily relocated must remain in in compliance with the program (not be terminated) and have the first-priority right of re-occupancy of the revitalized unit at the development. HAS has and will continue to plan collaboratively with residents and other stakeholders to establish the occupancy terms and conditions for the revitalized community as a result of tax-credit funding and other final issues that may arise, but residents still retain the right to return. Relocation activities will not begin until the re-occupancy standards are established, with resident

consultation. Consistent with the goal of maximizing the opportunities for the residents, HAS will also attempt to identify potential obstacles with any re-occupancy and assist with counseling and special services aimed at overcoming any special needs.

HAS does not foresee any imposed conditions on the rights of residents to return to the revitalized site/unit other than being a resident remain in compliance during relocation. It is anticipated that all residents will remain in compliance with these requirements. Any resident that is not in compliance will be notified of non-compliance and given an opportunity to cure the deficiency.

III.Summary of Moving Cost

Temporary Moves

It is anticipated that most, if not all, will have temporary moves which are required for a two-way move. For rehabilitation, the move will be from their current unit to another vacant unit for approximately 90 days and then the family will be moved back to the original unit after rehabilitation is complete.

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same development/complex. (estimated cost of $1,500 movement each way) This is based on relocations at other local PHAs in Springfield. Tennessee, Arkansas and Louisiana.

- Number of and cost amount for two-way moves to a unit not in the same development/complex, carried out by the HAS. (limited number based on the survey)

- Number of and cost amount for two-way moves to a unit not in the same development/complex not carried out by the PHA. (limited number based on the survey)

Permanent Moves

It is anticipated that a limited number of permanent moves will be required on this project. All families are eligible to return, and most will indicate that they want to return to the unit after completion of the rehab.

- Number of and cost amount for one-time moves into another unit in the same building/complex. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA. (limited number of units)

IV. Temporary Relocation Assistance

HAS will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), HAS will send a RAD Notice of Relocation to residents who will be relocated. HAS will use the language outlined in PIH 2016-17 Appendices 3 and 4 sample RAD Notices of Relocation that will to be provided to residents that will be temporarily relocated.

The temporary relocation assistance the HAS will provide for residents is outlined in (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - HAS will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The units will be located in the same development-whenever possible- and HAS will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation at URA levels. It is anticipated the relocation will be for a very short duration; however, should the process become longer, the HAS will provide additional notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since some residents prefer to pack their own personal possessions and items of value, residents will be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the HAS will provide the resident with information on how to request this assistance. In those cases, HAS will assist the resident with the packing. HAS is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. HAS may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.

- Payment for Temporary Relocation Moving Expenses - The HAS generally chooses to do the following:

    - Undertake the moves itself, using force account labor (HAS laborer) or a moving company; or

    - As an alternative to the HAS's contractor or moving company;
        - Reimburse residents for all actual and reasonable moving costs.

The HAS will not make fixed payments since such payments may not be representative of actual reasonable costs incurred.

- Utility Costs - HAS is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, HAS is responsible for covering the expenses involved in transferring existing service. Utilities will be already turned on in the unit and HAS will pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). Although not anticipated, if a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the HAS utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

It is anticipated that there will be some cases of required permanent relocations. When those conditions occur, HAS would use the requirements outlined in PIH 2016-17 as follows:

Based on the local housing resources available, HAS will identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;
- Private-market rental housing (affordable, non-subsidized)

VI. Relocation Budget

Based on the results of the planning process, the HAS has a relocation budget that includes the following components:

1) The cost of administering the plan and providing assistance and counseling.

2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).

3) The cost of the physical move of the residents' belongings.
This physical move cost total is based on the move scenarios anticipated or projected by the resident survey.

4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.

5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).

Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. HAS states that these costs are indicated in the application, or attach any other information required by HUD, to support these costs.

HAS understands that the statutory requirements and protections of the URA cannot be altered or waived by a Relocation Plan. All tenants who are on-site at the time of the required relocation are entitled to URA-level assistance unless eviction for cause is in process or recently completed. Any eviction proceeding that commences after that date may not result in denial of benefits as required under the URA.

Sources of Funding

What sources of funding will be used to pay for relocation activities?

HAS intends to utilize the following sources for funding relocation over the next 3 years:

Program	2020	2021	2022	Total
Operating Funds/Capital Funds	0	0	0	0
LIHTC	578,000			578,000
Total for Relocation	578,000			578,000

VII. Appeal Process

If a resident disagrees with HAS's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the HAS. The Relocation Plan provides the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is

involved). At a minimum, the resident will have 60 days to file an appeal with HAS after receiving written notification of a claim or ineligibility determination.

HAS's relocation plan includes an opportunity for an appeal through HAS's usual grievance procedure, except that the time limit for requesting an appeal may not be less than 60 days after the family receives written notice of the disputed decision.

Households dissatisfied with the outcome of a grievance will be advised in writing of the right to seek further review at the local HUD Field Office. Disputes subject to appeal will include the HAS's determination of eligibility for assistance, including denial of eligibility and determinations of family status as displaced persons, and HAS decisions about the nature, scope and amount of relocation assistance.

VIII. Certification

HAS certifies that it is in compliance with the URA and, if applicable, section 104(d).

Katrina Wolfram
Executive Director

3/3/2020
Date

Exhibit H

APPRAISAL – NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

[Provided Under Separate Cover]

Exhibit 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	Redevelopment Agreement
Date of Document:	_____, 20___
Grantor:	City of Springfield, a municipal corporation
Grantee:	_____
Legal Description:	See Exhibit A attached hereto.
Please return recorded document to:	City of Springfield Planning and Development Department P.O. Box 8368 840 N. Boonville Ave. Springfield, MO 65801

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

REDEVELOPMENT AGREEMENT BETWEEN

_____

AND

CITY OF SPRINGFIELD, MISSOURI

FOR_____

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20_____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on _____, _____ the Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Redevelopment Plan for the _____Redevelopment Area; and

WHEREAS, on _____, _____ the Planning and Zoning Commission recommended the Amended Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the City Council approved Special Ordinance _____, which approved the Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, MO, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

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

1. Agreement. Developer agrees to perform all work in accordance with: the provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Redevelopment Plan for _____ Redevelopment Area, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

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

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

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of Payments in Lieu of Taxes ("PILOT") that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

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

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

To the City:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

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

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _[title/position]_ of _[name of entity]_, a [corporation/partnership/etc.]_ duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

One-rdg. _____
P. Hrngs. X
Pgs. 114
Filed: 11-24-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 287 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Redevelopment Plan submitted by Keystone Family Homes, LP, for the South Weaver Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

_____

WHEREAS, the City of Springfield, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300-99.660, RSMo (the "Act"), has established the Land Clearance for Redevelopment Authority of the City of Springfield, Missouri (the "Authority"); and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report, attached as "Exhibit 1," and Redevelopment Plan, attached as "Exhibit 2," have been prepared and submitted to the Authority and the Planning and Zoning Commission for their consideration; and

WHEREAS, the Redevelopment Area for purposes of this Ordinance is described in "Exhibit 1"; and

WHEREAS, after duly considering the Blight Report and Redevelopment Plan, at its November 17, 2020, meeting the Authority approved a recommendation of the Blight Report by a vote of 4 to 0, and approved the Redevelopment Plan by a vote of 3 to 0, with one abstention; and

WHEREAS, the Redevelopment Plan was presented to the Planning and Zoning Commission on November 19, 2020, which voted to recommend approval of the Redevelopment Plan 9 to 0; and

WHEREAS, City Council held a public hearing on November 30, 2020, for which notice was properly given in accordance with the law, and all interested parties were given the opportunity to be heard.

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

Section 1 – It is hereby found, determined, and declared that the South Weaver Public Housing Redevelopment Area (the "Area"), which is more particularly described in the Blight Report, which is attached hereto as "Exhibit 1" and incorporated herein by this reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the Area is therefore blighted. It is further found that this is an area that is appropriate for the undertaking of a redevelopment project in conformance with the Redevelopment Plan described in "Exhibit 2."

Section 2 – The Redevelopment Plan described in "Exhibit 2," which is attached hereto and incorporated herein by this reference, is hereby found to be a feasible and reasonable plan for the redevelopment of the Area and is in conformity with the general plan for development of the City and is an appropriate plan for the clearance, reconstruction, rehabilitation and renewal of the entire Area, and for future land uses. The Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo, and is hereby adopted by City Council.

Section 3 – The City Manager or designee is authorized to enter into an agreement in substantial conformance to "Exhibit 3," which is attached hereto and incorporated herein by this reference, and to take such further action as may be required of the City to comply with the Workable Program.

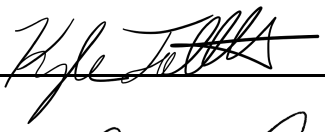
Section 4 – This Ordinance shall be in full force and effect from and after passage.

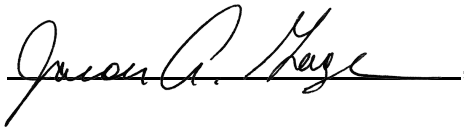
Passed at meeting: _____

_____
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- 287

FILED: 11-24-20

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To approve a redevelopment plan submitted by Keystone Family Homes, LP, for the South Weaver Public Housing Redevelopment Area, which consists of approximately 1.39 acres generally located on the South side of the intersection of West Walnut Street and South Weaver Avenue; declare the Area to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial on the basis of blight.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority ("LCRA") may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted.

Keystone Family Homes, LP, has submitted a blight report and redevelopment plan for the proposed South Weaver Public Housing Redevelopment Area. The Area consists of two parcels of land situated around a small cul-de-sac located along the 400 block of South Weaver Avenue (406-419 South Weaver) which comprise approximately 1.39 acres and contain a 12-unit duplex development that was constructed in 1982 as public housing for eligible low-income tenants.

This Ordinance will approve three things – a finding of blight, approval of a redevelopment plan and authorization of an agreement between the City and the developer regarding the redevelopment and provision of property tax abatement.

Blight Study

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, 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.*

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes.

The Report claims the presence of these conditions hinders the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare. Staff reviewed the Blight Report and concluded that it does not sufficiently demonstrate that the Redevelopment Area qualifies as a blighted area. The definition of a blighted area suggests such area must exhibit a predominance of blighting conditions in its present condition and use. Staff finds that the based on the evidence presented in the Blight Report, most of the property deficiencies appear to be relatively minor and attributable to deferred maintenance.

The Blight Report states that no significant comprehensive renovation of the structures in the Redevelopment Area has occurred. Several needed upgrades are noted (essentially a listing of the planned renovations) but no detail about the current conditions of these building systems are provided other than the age. Several of the conditions noted are typical of older structures, such as electrical wiring not meeting current code requirements; replacement of doors, windows, and flooring is needed; and furnaces and water heaters are old and not energy efficient. For “factors which endanger life or property by fire and other causes,” the Blight Report notes that additional smoke detectors and CO2 detectors need to be placed in the units to meet current code. These are inexpensive fixtures and Staff does not consider this adequate to rise to the level of a blighting factor. Finally, the photos provided in the blight report show older structures in fair condition. Staff does not believe the blight report provides evidence that the condition of the property “retards the provision of housing accommodations” (since the properties have been continuously occupied since construction) or that the condition of the property “constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.”

In conclusion, the Blight Report fails to provide adequate evidence of a predominance of blighting factors and fails to connect these conditions with the negative outcomes required to meet the statutory blight definition.

Redevelopment Plan

The Redevelopment Plan proposes to completely rehabilitate the apartment buildings both inside and out, as well as make various site renovations. Improvements include, among others, replacement of doors, windows, roofing and siding; upgrades to electrical, plumbing, and mechanical systems; lead-based paint and asbestos remediation; and modifications for ADA-accessibility. The site will maintain the same number of dwelling units following completion.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible

and in conformity with the general plan for the development of the community as a whole.

1. The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive* Plan designates the land within and surrounding the Redevelopment Area for Medium- or High-Density Residential Housing. This land use designation includes all types of multi-family residential housing with densities greater than six dwelling units per acre. The Plan recommends this type of land use be located where there is good traffic access, preferably along arterials and collectors. It also recommends that it be located between low-density housing and non-residential land uses, as well as near high-amenity areas.

   Although multi-family residential typically involves dwellings containing three or more units on a single lot, the existing duplex development can be deemed a conforming multi-family residential land use. The duplex development has a housing unit density of approximately 8.6 dwelling units per acre (or 6.82 dwelling units per acre with adjoining section of S Weaver Avenue included), which exceeds the minimum prescribed density of 6 dwelling units per acre. The development is also clustered around a short public cul-de-sac that functions like a private driveway providing a single point of access onto West Walnut Street. From that perspective, the existing duplex development is, in some regards, akin to a low-density multi-family residential development. Furthermore, the duplex development has good traffic access being located adjacent to West Walnut Street (a collector) which has City Utilities bus service.

2. Many of the planning principles, objectives, and recommendations discussed in the *Neighborhoods Element* of the *Springfield-Greene County Comprehensive Plan* are focused on promoting continuous reinvestment and preservation of housing within established neighborhoods, eliminating blight, and encouraging a variety of housing types including single-family detached, townhouses, and apartments. The *Neighborhoods Element* also recommends the City continue to utilize programs and funding sources to help meet the housing needs of low-and moderate-income families and individuals. Such programs are helpful in maintaining the housing stock and provide a “safety net” for individuals in need in the neighborhoods.

<u>Economic Development Incentives Policy</u>

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*. Those policies are provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the *City of Springfield Comprehensive Plan*.

2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS:

The LCRA reviewed the Redevelopment Plan on November 17, 2020 and recommended the Blight and Redevelopment Plan be approved by a vote of 3 to 0 with 1 abstention. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on November 19, 2020 and recommended approval by a vote of 9 to 0. Staff is supportive of the Redevelopment Plan; however, it recommends denial of this Ordinance on the basis that the Redevelopment Area does not meet the definition of a blighted area, as evidenced in the blight report.

Submitted by:

Sarah Kerner

Sarah Kerner, Economic Development Director

Mary Lilly Smith

Mary Lilly Smith, Director

Jason Gage

Jason Gage, City Manager

Exibit 1

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

South Weaver Avenue Public Housing Redevelopment Area

OCTOBER 13, 2020 (UPDATED)







DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

South Weaver Avenue Public Housing Redevelopment Area

October 13, 2020

DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

October 13, 2020

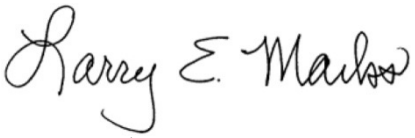
To Whom It May Concern:

Reference is made to the accompanying "Data and Analysis of Conditions Representing a 'Blighted Area' for the South Weaver Avenue Public Housing Redevelopment Area" in Springfield, Missouri prepared by the undersigned.

Please be advised that, based upon the results of the above referenced study, the undersigned has determined that the area described in the study (the "Redevelopment Area") is a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statutes, as amended.

The Redevelopment Area suffers from a multitude of physical, social, and economic deficiencies including insanitary or unsafe conditions, deterioration of improvements, factors which endanger life or property by fire and other causes, and these conditions are conducive to retardation of the provision of housing accommodations, economic liability, social liability, and are a menace to the public health, safety, morals or welfare.

DEVELOPMENT STRATEGIES, INC.
Real Estate, Community and Economic Development Consultants



Larry Marks, AIA, AICP
Principal

TABLE OF CONTENTS

1.0 INTRODUCTION 1

- STUDY AREA 1
- EXISTING DEVELOPMENT 2
- EXISTING ZONING 2
- NEIGHBORING DEVELOPMENT 2
- DATA GATHERING METHODOLOGY 2

2.0 SUMMARY AND CONCLUSIONS 3

- SUMMARY 3
- FINDING OF BLIGHT 5

3.0 BLIGHTING FACTORS 6

- INSANITARY OR UNSAFE CONDITIONS 6
- DETERIORATION OF IMPROVEMENTS 6
- FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES 7
- RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS 7
- ECONOMIC LIABILITY 8
- SOCIAL LIABILITY 8
- MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE 9

EXHIBITS

- AERIAL PHOTOGRAPH 1

APPENDIX

- PHOTOGRAPHS OF BLIGHTING CONDITIONS ..... A
- LEGAL DESCRIPTION ..... B

1.0 INTRODUCTION

STUDY AREA

Development Strategies was tasked with a study of the South Weaver Avenue Public Housing Redevelopment Area (the "Redevelopment Area" or "Area"), which contains two parcels (Parcel Numbers 1323220004 and 1323220025) containing approximately 1.4 acres which are accessed from W. Walnut Street surrounding a S. Weaver Street cul-de-sac Springfield, Missouri (the "City"). The Redevelopment Area is located in the northwest portion of the City of Springfield (see ***Aerial Photograph*** of Redevelopment Area). The Redevelopment Area is generally bounded to the north by W. Walnut Street, to the east by western property lines of the residential properties that front on s. Broadway Avenue, W. Elm Street and the northern property line of the Nu Elm Apartments to the south, and eastern property line of the Nu Elm Apartments and a residence to the west.



405-420 S WEAVER AVE
SPRINGFIELD BLIGHT STUDY
405-420 S Weaver Ave
Springfield, Greene County, Missouri 65806

DEVELOPMENTSTRATEGIES®
October 2020

EXISTING DEVELOPMENT

The Redevelopment Area comprises approximately 1.4 acres of land. The Area currently contains a total of 12 units in 6 duplex buildings.

EXISTING ZONING

The Redevelopment Area is zoned R-TH (Residential Townhouse District). The existing residential develop is a legal conforming use.

NEIGHBORING DEVELOPMENT

The Redevelopment Area is surrounded on all sides by single family and multi-family residential development.

DATA GATHERING METHODOLOGY

This study of the Redevelopment Area has been conducted and complies with the specific requirements of Section 99.320(3), as amended.

In addition to Development Strategies independent research, information was provided by the proposed developer BGC Advantage, as well as the following sources:

- Appraisals of all Keystone Homes properties prepared by the Gill Group
- Oke-Thomas +Associates architects
- The Snyder Construction Group
- Phase II site environmental studies by Spectrum Environmental, Inc.
- Asbestos inspections provided by Security Storage Service, Inc.
- Crime reports provided by the Springfield Police Department

A site visit was also conducted during October, 2020. Photographs from this visit are contained in Appendix A.

2.0 SUMMARY AND CONCLUSIONS

SUMMARY

This document undertakes, first, to identify those particular factors that might constitute and contribute to an overall, area-wide blighted condition and then, second, to make an objective determination whether or not those factors in aggregate justify a finding that the Redevelopment Area is blighted pursuant to Section 99.320(3), RSMo, which defines a blighted area as one that:

> *... 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[.]*

Based on the research conducted by Development Strategies' staff, and information obtained from various records of the City of Springfield and the developer (BGC Advantage), the Redevelopment Area is "blighted" by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare. Key factors in reaching this determination of blight are summarized below and described in greater detail in the following sections of this report.

Insanitary or Unsafe Conditions

The structures in the South Weaver Avenue Public Housing Redevelopment Area were built in 1979. As a result, they suffer from environmental problems that are typical of that construction period including contamination associated with asbestos.

Deterioration of Site Improvements

Thirty-five years of age is generally used as criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. As a result of age the apartments systems are at or near the end of their useful life and need replacement.

Needed improvements include:

- Exterior apartment buildings deficiencies – Siding that needs to be removed and replaced for all units, roofing shingles that need to be removed and replaced, windows that need to be replaced, and lack of adequate lighting at the front and rear of all units.
- Interior apartment units deficiencies – Electrical wiring that is not up to current code requirements, deteriorated flooring that needs to be replaced (many with asbestos concerns), interior doors and hardware that needs to be replaced, walls that need to be repaired and painted, insulation added to attics to provide adequate energy efficiency and comfort, new appliances (washer, dryer, and water heater) in all units to replace old and inefficient appliances, new furnaces and condensing units for all units to replace old and inefficient units, and the provision of broadband infrastructure currently missing for all units.

Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

- Lack of adequate fire detectors in units
- Lack of adequate CO2 detectors in units

Retardation of Provision of Housing Accommodations

- Need to retain essential affordable housing
- Need to provide ADA accessible residential units

Economic Liability

- It is essential to provide comprehensive reinvestment to sustain viability of apartment complex and economic viability of neighborhood,
- Need to overcome inability to pay reasonable taxes

Social Liability

- Need to provide accessible units to meet increasing demand of individuals with disabilities
- Lack of essential broadband access
- Need to enhance tax generation to provide social services for City of Springfield, Greene County, and other taxing jurisdictions

Menace to the Public Health, Safety, Morals, or Welfare

- Need to address environmental contamination by removal of asbestos
- Need to provide code compliant fire and CO2 detectors in residential units

FINDING OF BLIGHT

As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

3.0 BLIGHTING FACTORS

As described below, the Redevelopment Area suffers from insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

INSANITARY OR UNSAFE CONDITIONS

Asbestos Contamination – A May 2020 report by Security Storage Service, Inc., cited the presence of asbestos throughout the buildings in the Redevelopment Area. Specifically noted were:

- Black floor tile mastic in all buildings

It is important to note that the report states that "This is not an all-inclusive list as other suspect items may be discovered during renovation/demolition." Given the age of the buildings, this is a reasonable assumption.

DETERIORATION OF IMPROVEMENTS

Building Improvements -- Although the age of a building does not automatically constitute a blighted condition, older structures, unless well maintained and updated regularly, tend to have problems with their electrical and mechanical systems, and often suffer from deferred maintenance, functional obsolescence, and gradual overall deterioration. Such is the case in the Redevelopment Area. The current structures were built in 1972, making them significantly older than 35 years old, which is generally used as criteria for identifying older buildings that are likely to experience electrical and mechanical problems, and a tendency for gradual overall deterioration. While the Housing Authority has maintained the existing units, no significant comprehensive renovation has occurred for nearly fifty years. As a result, a number of building items are at or near their useful life. Based on an analysis by Oke-Thomas + Associates architects, the following improvements need to be addressed:

Building Exteriors:

- All exterior siding needs to be removed and replaced
- Roof shingles need to be replaced
- All existing windows need to be replaced
- New wall mounted lighting needs to be added at the front and back of all units to provide safety and security.

Building Interiors:

- Electrical wiring in units does not meet current code standards and needs to be upgraded.
- Existing flooring in all units needs to be replaced (also an asbestos concern)
- All existing interior doors need to be replaced with new hardware added
- Existing insulation is inadequate and provide with R-43 insulation in all attics
- Interior walls need to repaired and painted
- For all units, existing washers and dryers are old and are not energy sufficient and need to be replaced with new energy efficient appliances
- For all units, existing water heaters are old and are not energy efficient and need to be replaced
- For all units, existing split system furnaces and condensing units are old and not energy efficient and need to be replaced
- Broadband infrastructure is missing and needs to be provided with for each dwelling unit consistent with the Federal Communication's requirements

FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Lack of Adequate Fire Warning system – Based on an inspection by Oke-Thomas + Associates architects, the smoke detectors in each residential unit are not up to current codes. There is a lack of detectors associated with bedrooms and electrical wiring for detectors needs to be upgraded. The lack of adequate detectors with battery backup creates a situation where a fire can get out of control before someone can catch a fire in its early stage.

Lack of Adequate CO2 Detectors – CO2 can be difficult to detect and potentially deadly. Existing units need to be brought up to code for this type of detectors.

RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS

Provision of Essential Affordable Housing -- The residential units currently available in the Redevelopment Area provide essential affordable housing that is badly needed and in short supply in the City of Springfield. However, without addressing the blighting factors discussed in this report the provision of this essential affordable housing is questioned.

Lack of ADA Accessible Units – Accessible units for disabled individuals are always in short supply, especially affordable units. As the population of Springfield ages and more individuals are dealing with medical issues and disabilities, the need for accessible units will be even more critical. There are currently no fully accessible units provided. Two units are to be provided with one unit needed for tenants requiring visual and auditory

enhancements. All disabled units needed to meet ANSI requirements including Americans with Disabilities Act (Title III), 2010 ADA Standards for Accessible Design, and Section 504 of the Rehabilitation Act of 1973 – 24 CFR 8.

ECONOMIC LIABILITY

Need for Substantial Reinvestment -- As a result of the blighting factors previously discussed, the Redevelopment Area constitutes an economic liability. The City of Springfield that must rely on continued revitalization and reinvestment in its existing buildings and neighborhoods. The apartment units located at South Weaver Avenue Public Housing Redevelopment Area are at a point in their life cycle where significant reinvestment is need for the apartments to provide sustained viability. Without this investment the economic viability of the surrounding neighborhood will be negatively impacted.

Inability to Pay Reasonable Taxes -- The apartment units located at South Weaver Avenue Public Housing Redevelopment Area are currently owned by the Housing Authority of the City of Springfield. As a result, the property is tax exempt. There is currently a PILOT agreement with the City of Springfield, Greene County, Springfield R12 Schools, Springfield Workshop, OTC and the Collector of Revenue that generates nearly $1,300 which is significantly below what real estate taxes would be if the property were fully assessed (currently estimated at least more than $4,200 per an appraisal conducted by the Gill Group). However, when improvements are made it could be anticipated that the taxes per unit would be significantly higher. Eliminating the blight in the Redevelopment Area would represent an investment that could allow new private ownership to pay reasonable taxes, if and when any agreed on incentives cease.

SOCIAL LIABILITY

The Redevelopment Area has also become a social liability, by virtue of the previously discussed blighting factors and the following considerations.

Lack of ADA Accessible Units -- The lack of ADA-compliant units within the Redevelopment Area is a social liability. This is especially important given the number of growing elderly population as the Baby Boomers age. According to the U.S. Census Bureau, more than one in five individuals in the United States is considered to have some level of disability and one in eight individuals is considered to be severely disabled.

Lack of Broadband Access – None of the existing units currently have access to broadband infrastructure within their units. This lack of service is hampering the ability of tenants to access essential information and services necessary for daily life.

Lack of Adequate Tax Generation for Public Services – As a result of the non-profit taxing status of the Springfield Housing Authority, the taxes available to support badly needed public services (such as schools, libraries, health services, police and fire protection, etc.) for the City of Springfield, Greene County, and other taxing districts, are diminished compared to similar projects that are privately owned.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE

As a result of the previously discussed blighting factors, the Redevelopment Area has also become a menace to the public health, safety, morals, or welfare resulting from:

- The presence of asbestos associated with the residential units in the Redevelopment Area
- The lack of current code compliant fire and CO2 detectors for residential units

APPENDIX A

PHOTOGRAPHS OF BLIGHTING CONDITIONS



View of typical entry, with dated siding



View of dated and mildewed siding, and poor wiring condition



View of dated building exterior, poor drainage, and damaged vent

View of stained parking area (under truck) and broken pavement



View of dated exterior and lack of step from stoop



View of dated and damaged siding



View of worn sidewalk conditions



View of worn pavement and sidewalk



View of worn chain link fence and railing



View of poor landscaping and site drainage



View of damaged wiring



View of mildew on siding



APPENDIX B

LEGAL DESCRIPTION OF SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

APPENDIX B
LEGAL DESCRIPTION OF SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description:
TRACT VII: (405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 S. Weaver)
ALL OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6) FINAL PLAT WEST COURT, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. Addresses: 405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct, Springfield, MO 65806

Exhibit 2

REDEVELOPMENT PLAN

FOR SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

SPRINGFIELD, MISSOURI

October 15, 2020

Redevelopment Plan

I. Introduction:

BGC Advantage, LLC, ("BGC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Keystone Family Homes, LP. The sites below have been combined and will be financed together in order to make the project financially feasible. There will be 5 units demolished at the Bolivar Road site. The overall project being financed is 297 units. Total development costs, total units, and total funds are impacted by all of the Redevelopment Plans.

SITE NAME	ADDRESS	NO. OF UNITS
Glenwood Apartments	722 E Glenwood	33
Scattered Apartments	1633, 1635, 1639, 1641, 1643, 1645 North Delaware	32
	714, 716, 722, 724, 730, 732, 736, 738 West Edgewood	
	2628, 2630 S Grant Ave.	
	1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E High St	
	809, 811, 815, 817, 823, 825, 915, 917 West Sunset	
Circles Apartments	1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware	20
	405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct	
Dogwood Square Apartments	800 Block S. Campbell	24
	800 Block S. Patton	
	300 Block W. Madison	
Cedarbrook Apartments	811 N. Cedarbrook Ave	80
Villa Marie/Norton Road Apartments	1000 Block E Villa Marie / Norton Rd.	32
Bolivar Road Apartments	2336 N Bolivar Rd & house located at 2301 N Fort	81
	TOTAL UNITS 302	

Keystone Family Homes, LP, a Missouri limited liability company (the "***Developer***"), has prepared the following plan (the "***Redevelopment Plan***") for the redevelopment of about 1.6 acres in Springfield, Missouri. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area built in 1982 and replacing it with an attractive and well-constructed neighborhood development consisting of 12 residential units (the "***Project***"). The Development located at 405-420 South Weaver Street, Springfield, Missouri, will include 6 buildings that serve as a part of an apartment complex and consists of 12 units, with the following breakdown: 2-one bedroom units, 9-two bedroom units, and 1-three bedroom unit. The project will serve very low-income families with rents based on the residents paying no more than 30% of their adjusted income. The rents will be set by the US Department of Housing and Urban Development ("HUD"). These will be restricted and will have a contract for project-based vouchers as follows:

Rents for Apartments located on South Weaver and a Part of Circles Apartments		
2	1 BR – RAD	$484
9	2 BR – RAD	$656
1	3 BR – 110% FMR	$1,020

The project will have the appearance of low rise multi family structures through thoughtful design that considers the character of the existing neighborhood. The property is made up of one-story homes. The Project will provide housing for 12 families. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $1.59 million of the total development cost for this project to redevelop the site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are 6 residential buildings in the Redevelopment Area. The development was built by HAS. Keystone Family Homes, LP, will acquire the property with HUD's approval. The project will be renovated if approved by HUD for a Redevelopment through the Rental Assistance Demonstration Program ("RAD").

A. RAD

RAD was created in order to give Public Housing Authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $26 billion nationwide backlog of deferred physical needs. RAD also gives public housing authorities the opportunity to enter into long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to **leverage public and private debt and equity in order to reinvest in the public housing stock**. This is critical given the backlog of public housing capital needs - estimated at over $35 billion. There is an estimated $18,281,762 total of physical needs at Keystone Family Homes of which includes apartments located in the South Weaver Avenue Public Housing Redevelopment Area. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. **This ensures that the units remain permanently affordable to low-income households**. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, **maintain the same basic rights** as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD **maintains the ongoing public stewardship** of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. HAS will continue to own the ground and lease it to the Partnership. The HAS's nonprofit, Breckenridge Development Services, Inc. is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, **relying on shifting existing levels of public housing funds to the Section 8 accounts** as properties convert.

B. PILOT and PRIVATE INVESTMENT

HAS has had a cooperation agreement that allowed for a Payment in Lieu of Taxes (PILOT); however, in order to leverage the private investment to the property, HAS must take several actions to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day to day operation of the business. With this structure, HAS units remain earmarked for affordable housing, with layer funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the PILOT to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. The organizational structure is such that net cash flow generated will be available primarily to HAS. The project is now in need of the tax abatement assistance through the LCRA to keep the rents low and make the project financially feasible.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains estimated 1.6 acres and is situated on 405-420 South Weaver Avenue, in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which analysis is based on four indicators: (a) the population statistics show that the lower income cohort is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's LMISD data and the number of foreclosed and vacant housing units, there is an increasing need for decent affordable housing. This is expected to grow at a moderate increase for the next 5 years of over

4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Brendan Griesemer, AICP, on February 10, 2020. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five Year Plan and Annual Plan and PHA Certifications of Compliance with the PHA Plans and related regulations.

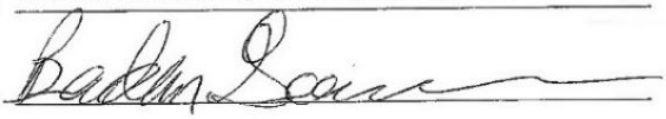
ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. Type or clearly print the following information:)

Applicant Name:	The Housing Authority of Springfield
Project Name:	Bolivar Road Apartments & Glenwood Apartments
Location of the Project:	2336 N Bolivar Road / 722 E Glenwood Street
	Springfield , MO / Springfield, MO
Name of the Federal Program to which the applicant is applying:	Low Income Housing Tax Credits
Name of Certifying Jurisdiction:	City of Springfield, Missouri
Certifying Official of the Jurisdiction Name:	Brendan Griesemer, AICP
Title:	Assistant Director Planning and Development Department
Signature:	
Date:	2-10-2020

submitted to HUD every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2019-2020 Plan outlines the need for RAD and the investment need for rehabilitation at the apartments located in the South Weaver Avenue Public Housing Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will facilitate the investment of an estimated $12,608,775 of equity into the project with a total development costs of $43 million. The sources of funding include:

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775

TOTAL SOURCES 43,903,066

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health – especially considering the fact that the apartments located in the South Weaver Avenue Public Housing Redevelopment Area serve a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Redevelopment Area diminish the public morale and welfare with respect to the perception of this portion of the City.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all of the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable as a way to provide housing to the very low income.

Due to the condition of the units in the Redevelopment Area, substantial capital investment will be necessary to rehabilitate the structures and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The units will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunity for the City. If the apartments located in the South Weaver Avenue Public Housing Redevelopment Area are not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. In order to have safe, sanitary, livable units, blight must be removed and the area redeveloped as affordable housing serving the very low income. The Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and Section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a neighborhood consisting of 12 residential units. The bedroom mix and rents are:

Rents for Apartments located on South Weaver and a Part of Circles Apartments		
2	1 BR – RAD	$484
9	2 BR – RAD	$656
1	3 BR – 110% FMR	$1,020

Each building has a unit dedicated to a family dwelling. The appearance of the structures through thoughtful redesign and preservation is key. In total, the project will accommodate up to approximately 12 families. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. There will be front door and back door lights at every unit. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping, architectural/design elements and

will incorporate updated design features such as a front porch columns.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of 6 dwelling buildings on about 1.6 acres. The development was built in 1982.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a rehabilitated neighborhood consisting of 12 residential units (2 – 1BR, 9 – 2BR, and 1 – 3BR). The land will remain the same.

All the living space will be on the ground floor. There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. The sidewalks and streets will be updated so units to the extent feasible will be visitable. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit "C" and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is zoned R-HD, High-Density Multifamily Residential District. The subject is a legal, conforming use. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

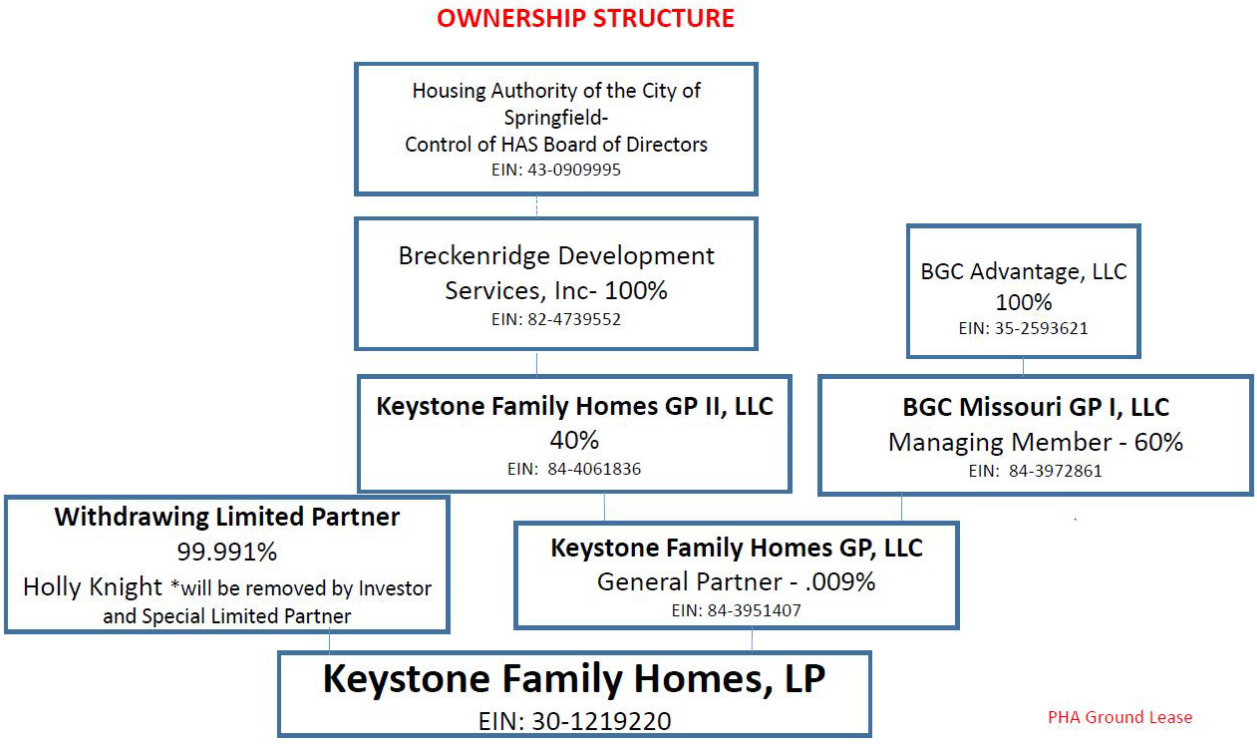
V. Execution of the Project:

A. Execution

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

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. See sources and uses below for the entire Keystone Family Homes project, as well as Exhibit "E" attached which includes the Development Budget and Sources of Funds for apartments located in the South Weaver Avenue Public Housing Redevelopment Area

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836

RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

D. Disposition of Property

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

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Keystone project has accumulated approximately 80 vacant units across the sites. Families will be relocated within the public housing/Keystone sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's approved relocation plan)

F. Redevelopment Schedule and Estimated Dates of Completion

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

- Pre-Construction (Inspections/Permits): Completed by December 2020
- Rehabilitation of units: Completed by November 2022
- Re-occupancy of site and new lease up completed by December 2022

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance

with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the "Code") the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and attractive neighborhood providing housing for 12 families that are at or below 60% Area Median income that eliminates existing blight would not be feasible. Exhibit "F" contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project using the Net Operating Income Approach. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, while the tax revenue over the next 10 years would be reduced by approximately $26,855 the affected taxing jurisdictions would see a net positive impact of $2,965 in the cumulative receipt of property tax revenue over the next 10 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also in compliance with HUD, MHDC, and the

HAS Public Housing Annual and 5 Year Plan. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Prior to application for Certificate of Qualification for Tax Abatement (the "Certificate") issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall at a minimum address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 12 housing units on about a 1.6 acre site. In total, the Project will provide housing for 12 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns.

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Exhibit A

MAP OF REDEVELOPMENT AREA –SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA



Exhibit B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA – SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description:

TRACT VII: (405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 S. Weaver)
ALL OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6) FINAL PLAT WEST COURT, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct, Springfield, MO 65806

Exhibit C

SITE PLAN – SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

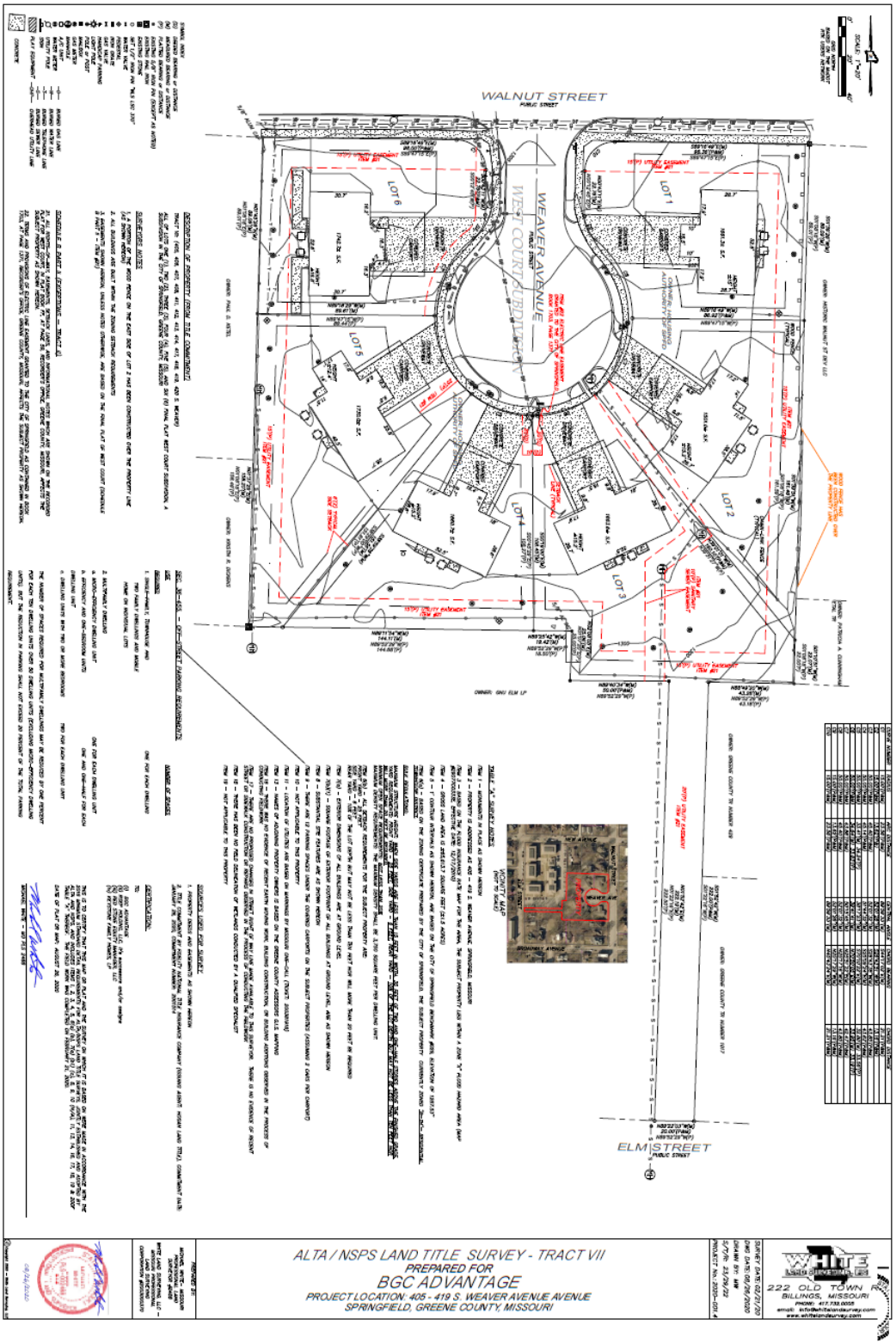
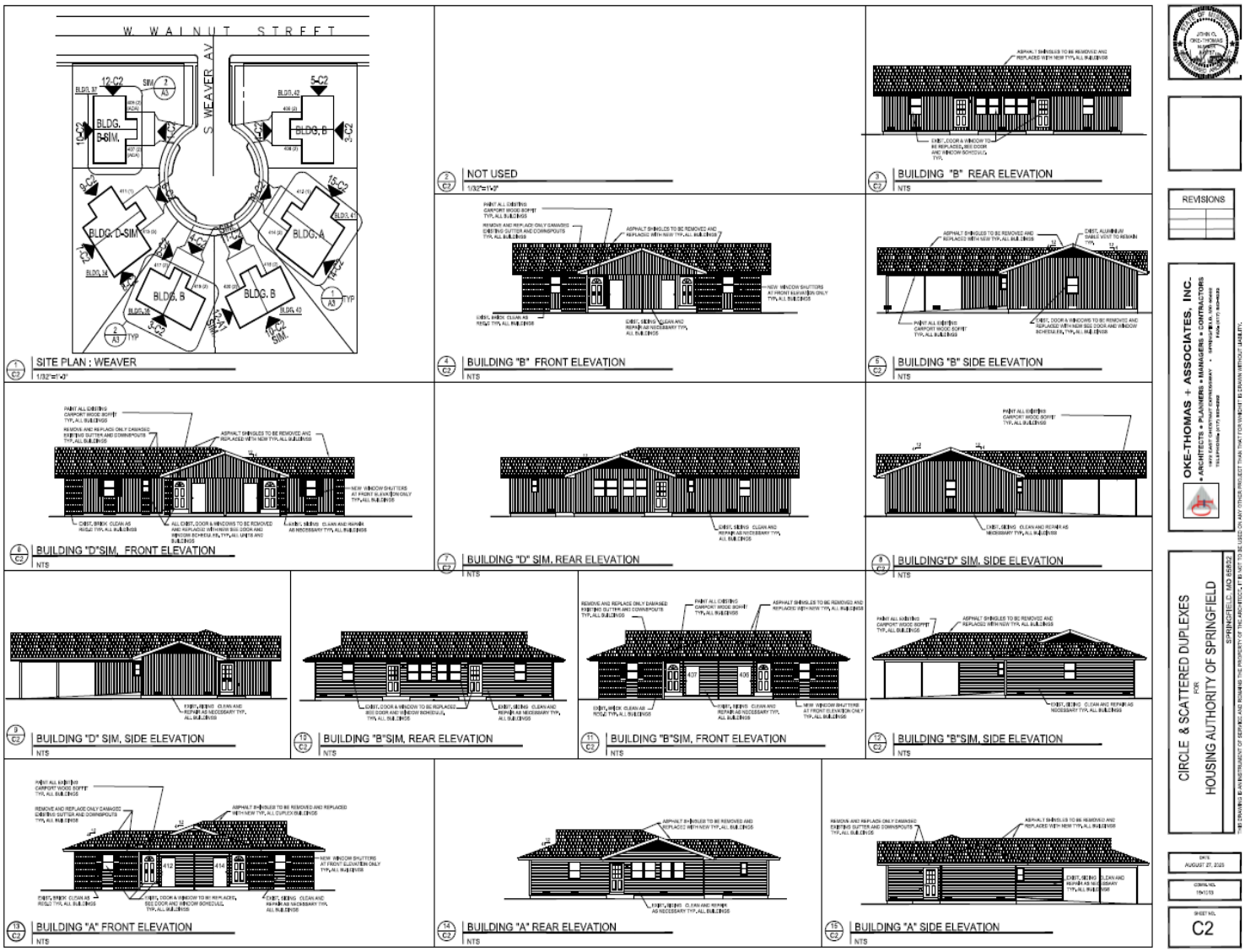


Exhibit D

SITE LAYOUT AND DESIGN – SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA



A2

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1970 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE (417) 869-6363 FAX (417) 869-6333

REVISIONS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.



A3

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS

REVISIONS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

Exhibit E

TAX IMPACT ANALYSIS – SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

[Please see attached]

South Weaver Avenue

Tax Impact Analysis for 400 Block of S Weaver Court

City of Springfield, MO
10/28/20 v2

South Weaver Avenue
2020 Real Estate Assessment & Taxes

400 Block of S Weaver Court

Current Assessment Ratio 19%

	Appraised*	Assessed
Land	$ -	$ -
Improvements	$ 334,783	
Total	$ 334,783	

Jurisdiction	**Tax**	**Levy per $100**
State of Missouri		0.0300
County General Revenue		0.1248
County Road and Bridge		0.1248
County Sheltered Workshop		0.0467
County Library		0.2434
OTC College		0.1996
Springfield R12 Schools		4.2727
City of Springfield		0.6196
Senior District		0.0493
	$ -	5.7109

* Per Tax Assessor Estimate Using 2019 Actual NOI Valuation with 7.0% Cap Rate

South Weaver Avenue
Tax Impact Analysis - Assessment Assumptions

	2020					
	Appraised			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
Property						
400 Block of S Weaver Court	$ -	$ 334,783	$ 334,783	$ -	$ 63,609	$ 63,609
Totals	$ -	$ 334,783	$ 334,783	$ -	$ 63,609	$ 63,609

		Redevelopment Estimate					
		Appraised *			Assessed		
		Land	Improvements	Total	Land	Improvements	Total
	Property						
Commercial		$ -		$ -	$ -	$ -	$ -
Residential							
South Weaver Avenue			$ 567,873	$ 567,873	$ -	$ 107,896	$ 107,896
	Totals	$ -	$ 567,873	$ 567,873	$ -	$ 107,896	$ 107,896

Breakdown of Land/Improvement Values
Assessment Ratio (Commercial) 32%
Assessment Ratio (Residential) 19%

* Based on Net Income Valuation

South Weaver Avenue
Tax Impact Analysis
Projected Tax Without Redevelopment

Biennial Growth Rate Assumptions - Real Estate Taxes -1%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	63,609	63,609	19.08	79.38	79.38	29.71	154.82	126.96	2,717.81	394.12	31.36	-	3,632.63
2	2022	-	63,609	63,609	19.08	79.38	79.38	29.71	154.82	126.96	2,717.81	394.12	31.36	-	3,632.63
3	2023	-	62,973	62,973	18.89	78.59	78.59	29.41	153.28	125.69	2,690.63	390.18	31.05	-	3,596.30
4	2024	-	62,973	62,973	18.89	78.59	78.59	29.41	153.28	125.69	2,690.63	390.18	31.05	-	3,596.30
5	2025	-	62,343	62,343	18.70	77.80	77.80	29.11	151.74	124.44	2,663.72	386.28	30.74	-	3,560.34
6	2026	-	62,343	62,343	18.70	77.80	77.80	29.11	151.74	124.44	2,663.72	386.28	30.74	-	3,560.34
7	2027	-	61,719	61,719	18.52	77.03	77.03	28.82	150.23	123.19	2,637.09	382.41	30.43	-	3,524.74
8	2028	-	61,719	61,719	18.52	77.03	77.03	28.82	150.23	123.19	2,637.09	382.41	30.43	-	3,524.74
9	2029	-	61,102	61,102	18.33	76.26	76.26	28.53	148.72	121.96	2,610.72	378.59	30.12	-	3,489.49
10	2030	-	61,102	61,102	18.33	76.26	76.26	28.53	148.72	121.96	2,610.72	378.59	30.12	-	3,489.49
		Total			187.05	778.12	778.12	291.17	1,517.58	1,244.49	26,639.94	3,863.16	307.38	-	35,607.00

South Weaver Avenue
Tax Impact Analysis
Projected Tax Revenue With Redevelopment but Without Abatement

Biennial Growth Rate Assumptions - Real Estate Taxes 3%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	107,896	107,896	32.37	134.65	134.65	50.39	262.62	215.36	4,610.06	668.52	53.19	-	6,161.82
2	2022	-	107,896	107,896	32.37	134.65	134.65	50.39	262.62	215.36	4,610.06	668.52	53.19	-	6,161.82
3	2023	-	111,133	111,133	33.34	138.69	138.69	51.90	270.50	221.82	4,748.37	688.58	54.79	-	6,346.68
4	2024	-	111,133	111,133	33.34	138.69	138.69	51.90	270.50	221.82	4,748.37	688.58	54.79	-	6,346.68
5	2025	-	114,467	114,467	34.34	142.85	142.85	53.46	278.61	228.48	4,890.82	709.24	56.43	-	6,537.08
6	2026	-	114,467	114,467	34.34	142.85	142.85	53.46	278.61	228.48	4,890.82	709.24	56.43	-	6,537.08
7	2027	-	117,901	117,901	35.37	147.14	147.14	55.06	286.97	235.33	5,037.54	730.51	58.13	-	6,733.19
8	2028	-	117,901	117,901	35.37	147.14	147.14	55.06	286.97	235.33	5,037.54	730.51	58.13	-	6,733.19
9	2029	-	121,438	121,438	36.43	151.55	151.55	56.71	295.58	242.39	5,188.67	752.43	59.87	-	6,935.18
10	2030	-	121,438	121,438	36.43	151.55	151.55	56.71	295.58	242.39	5,188.67	752.43	59.87	-	6,935.18
		Total			343.70	1,429.79	1,429.79	535.03	2,788.55	2,286.75	48,950.91	7,098.55	564.81	-	65,427.89

South Weaver Avenue
Tax Impact Analysis
Projected Tax Revenue With Redevelopment and Abatement

Annual Growth Rate Assumptions - Real Estate Taxes 3%
Estimated Abatement of Redevelopment Impact 100%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	63,609	63,609	19.08	79.38	79.38	29.71	154.82	126.96	2,717.81	394.12	31.36	-	3,632.63
2	2022	-	63,609	63,609	19.08	79.38	79.38	29.71	154.82	126.96	2,717.81	394.12	31.36	-	3,632.63
3	2023	-	65,517	65,517	19.66	81.77	81.77	30.60	159.47	130.77	2,799.34	405.94	32.30	-	3,741.61
4	2024	-	65,517	65,517	19.66	81.77	81.77	30.60	159.47	130.77	2,799.34	405.94	32.30	-	3,741.61
5	2025	-	67,482	67,482	20.24	84.22	84.22	31.51	164.25	134.70	2,883.32	418.12	33.27	-	3,853.86
6	2026	-	67,482	67,482	20.24	84.22	84.22	31.51	164.25	134.70	2,883.32	418.12	33.27	-	3,853.86
7	2027	-	69,507	69,507	20.85	86.74	86.74	32.46	169.18	138.74	2,969.82	430.67	34.27	-	3,969.47
8	2028	-	69,507	69,507	20.85	86.74	86.74	32.46	169.18	138.74	2,969.82	430.67	34.27	-	3,969.47
9	2029	-	71,592	71,592	21.48	89.35	89.35	33.43	174.26	142.90	3,058.92	443.58	35.29	-	4,088.56
10	2030	-	71,592	71,592	21.48	89.35	89.35	33.43	174.26	142.90	3,058.92	443.58	35.29	-	4,088.56
		Total			202.62	842.92	842.92	315.42	1,643.96	1,348.13	28,858.43	4,184.87	332.98	-	38,572.24

South Weaver Avenue
Tax Impact Analysis

	Ten Year Tax Revenue		
Jurisdiction	Without Redevelopment or Abatement	With Redevelopment and Abatement	Impact on Jurisdiction
State of Missouri	$ 187.05	$ 202.62	$ 15.58
County General	$ 778.12	$ 842.92	$ 64.80
Road	$ 778.12	$ 842.92	$ 64.80
Co Dev Dis	$ 291.17	$ 315.42	$ 24.25
Library	$ 1,517.58	$ 1,643.96	$ 126.38
OCT College	$ 1,244.49	$ 1,348.13	$ 103.64
R12 Schools	$ 26,639.94	$ 28,858.43	$ 2,218.50
City of Springfield	$ 3,863.16	$ 4,184.87	$ 321.71
Senior District	$ 307.38	$ 332.98	$ 25.60
Commercial Sur Tax	$ -	$ -	$ -
Totals	$ 35,607.00	$ 38,572.24	$ 2,965.25

Ten Year
Project Trending

South Weaver Avenue

Percent Annual Adjustment:

2.00%	Income
3.00%	Expense
3.00%	Reserves
7.00%	Vacancy Rate
2.00%	Other Income

	Year One		Year Two		Year Three		Year Four	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	90,072	90,072	91,873	91,873	93,711	93,711	95,585	95,585
Gross Rental Income (Affordable Other)	12,240	12,240	12,485	12,485	12,734	12,734	12,989	12,989
Other Income	968	968	987	987	1,007	1,007	1,027	1,027
Subtotal Income	103,280	103,280	105,346	105,346	107,452	107,452	109,602	109,602
Less Vacancy	(7,230)	(7,230)	(7,374)	(7,374)	(7,522)	(7,522)	(7,672)	(7,672)
Total Income	96,050	96,050	97,971	97,971	99,931	99,931	101,929	101,929
Expenses								
Administrative	10,541	10,541	10,857	10,857	11,182	11,182	11,518	11,518
Asset Management Fee	4,803	4,803	4,947	4,947	5,095	5,095	5,248	5,248
Tenant Services	542	542	558	558	575	575	592	592
Utility Expense	5,592	5,592	5,760	5,760	5,933	5,933	6,111	6,111
Ordinary maintenance and Operations	18,448	18,448	19,002	19,002	19,572	19,572	20,159	20,159
Protective Services	800	800	824	824	849	849	874	874
Real Estate Taxes or PILOT	6,162	3,633	6,162	3,633	6,347	3,742	6,347	3,742
Property Insurance	3,581	3,581	3,688	3,688	3,799	3,799	3,913	3,913
Liability Insurance	1,131	1,131	1,165	1,165	1,200	1,200	1,236	1,236
Other General Expenses	500	500	515	515	530	530	546	546
Total Operating Expenses	52,099	49,570	53,662	50,948	55,272	52,477	56,931	53,939
Reserve for Replacements	4,200	4,200	4,326	4,326	4,456	4,456	4,589	4,589
TOTAL EXPENSES INCLUDING RESERVES	56,299	53,770	57,988	55,274	59,728	56,932	61,520	58,528
NET OPERATING INCOME	39,751	42,280	39,983	42,697	40,203	42,998	40,409	43,401
Less Debt Service - 1st Mort.	36,655	36,655	36,655	36,655	36,655	36,655	36,655	36,655
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	3,096	5,626	3,328	6,042	3,548	6,344	3,755	6,747
Loan to Value	77.18%	81.62%	77.88%	82.65%	78.56%	83.48%	79.23%	84.58%
Debt Coverag Ratio Bank Loan	1.08	1.15	1.09	1.16	1.10	1.17	1.10	1.18
Market Value	586,012	619,737	590,786	626,975	595,446	632,722	599,986	639,876

Ten Year
Project Trending South Weaver Avenue

	Year Five		Year Six		Year Seven		Year Eight	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	97,497	97,497	99,447	99,447	101,436	101,436	103,464	103,464
Gross Rental Income (Affordable Other)	13,249	13,249	13,514	13,514	13,784	13,784	14,060	14,060
Other Income	1,048	1,048	1,069	1,069	1,090	1,090	1,112	1,112
Subtotal Income	111,794	111,794	114,029	114,029	116,310	116,310	118,636	118,636
Less Vacancy	(7,826)	(7,826)	(7,982)	(7,982)	(8,142)	(8,142)	(8,305)	(8,305)
Total Income	103,968	103,968	106,047	106,047	108,168	108,168	110,332	110,332
Expenses								
Administrative	11,863	11,863	12,219	12,219	12,586	12,586	12,964	12,964
Asset Management Fee	5,405	5,405	5,567	5,567	5,734	5,734	5,906	5,906
Tenant Services	610	610	629	629	647	647	667	667
Utility Expense	6,294	6,294	6,483	6,483	6,677	6,677	6,878	6,878
Ordinary maintenance and Operations	20,764	20,764	21,387	21,387	22,028	22,028	22,689	22,689
Protective Services	900	900	927	927	955	955	984	984
Real Estate Taxes or PILOT	6,537	3,854	6,537	3,854	6,733	3,969	6,733	3,969
Property Insurance	4,030	4,030	4,151	4,151	4,276	4,276	4,404	4,404
Liability Insurance	1,273	1,273	1,311	1,311	1,350	1,350	1,391	1,391
Other General Expenses	563	563	580	580	597	597	615	615
Total Operating Expenses	58,638	55,557	60,398	57,108	62,210	58,821	64,076	60,467
Reserve for Replacements	4,727	4,727	4,869	4,869	5,015	5,015	5,165	5,165
TOTAL EXPENSES INCLUDING RESERVES	63,366	60,284	65,267	61,977	67,225	63,836	69,241	65,632
NET OPERATING INCOME	40,602	43,684	40,781	44,070	40,944	44,332	41,090	44,699
Less Debt Service - 1st Mort.	36,655	36,655	36,655	36,655	36,655	36,655	36,655	36,655
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	3,948	7,029	4,126	7,416	4,289	7,677	4,436	8,045
Loan to Value	79.96%	85.40%	80.60%	86.41%	81.22%	87.21%	81.82%	88.21%
Debt Coverag Ratio Bank Loan	1.11	1.19	1.11	1.20	1.12	1.21	1.12	1.22
Market Value	604,395	645,482	608,664	652,525	612,784	657,961	616,745	664,866

Ten Year
Project Trending South Weaver Avenue

	Year Nine		Year Ten	
	Projections	W/Abatement	Projections	W/Abatement
Income				
Gross Rental Income (RAD)	105,534	105,534	107,644	107,644
Gross Rental Income (Affordable Other)	14,341	14,341	14,628	14,628
Other Income	1,134	1,134	1,157	1,157
Subtotal Income	121,009	121,009	123,429	123,429
Less Vacancy	(8,471)	(8,471)	(8,640)	(8,640)
Total Income	112,538	112,538	114,789	114,789
Expenses				
Administrative	13,352	13,352	13,753	13,753
Asset Management Fee	6,084	6,084	6,266	6,266
Tenant Services	687	687	707	707
Utility Expense	7,084	7,084	7,297	7,297
Ordinary maintenance and Operations	23,370	23,370	24,071	24,071
Protective Services	1,013	1,013	1,044	1,044
Real Estate Taxes or PILOT	6,935	4,089	6,935	4,089
Property Insurance	4,536	4,536	4,672	4,672
Liability Insurance	1,432	1,432	1,475	1,475
Other General Expenses	633	633	652	652
Total Operating Expenses	65,998	62,281	67,978	64,027
Reserve for Replacements	5,320	5,320	5,480	5,480
TOTAL EXPENSES INCLUDING RESERVES	71,318	67,601	73,458	69,507
NET OPERATING INCOME	41,220	44,937	41,331	45,283
Less Debt Service - 1st Mort.	36,655	36,655	36,655	36,655
Less Debt Service - Other Amortizing	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	4,565	8,282	4,676	8,628
Loan to Value	82.40%	88.99%	82.96%	89.96%
Debt Coverag Ratio Bank Loan	1.12	1.23	1.13	1.24
Market Value	620,537	670,101	624,148	676,834

Loan Calculator with Extra Payments

	Enter Values	Instructions
Loan Amount	$760,000.00	
Annual Interest Rate	3.74%	
Loan Period in Years	40	Must be between 1 and 30 years.
Start Date of Loan	1/1/2021	
Optional Extra Payments		If your extra payments vary, enter them in the table below.

Scheduled Monthly Payment	$ 3,054.56	36,655	Annual Debt Service
Scheduled Number of Payments	480		
Actual Number of Payments	361		
Total Early Payments	$ -		
Total Interest	$ 645,052.67		

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2021	$ 760,000.00	$ 3,054.56	$ -	$ 3,054.56	$ 685.89	$ 2,368.67	$ 759,314.11
2	2/1/2021	759,314.11	3,054.56	-	3,054.56	688.03	2,366.53	758,626.08
3	3/1/2021	758,626.08	3,054.56	-	3,054.56	690.17	2,364.38	757,935.91
4	4/1/2021	757,935.91	3,054.56	-	3,054.56	692.32	2,362.23	757,243.59
5	5/1/2021	757,243.59	3,054.56	-	3,054.56	694.48	2,360.08	756,549.11
6	6/1/2021	756,549.11	3,054.56	-	3,054.56	696.64	2,357.91	755,852.47
7	7/1/2021	755,852.47	3,054.56	-	3,054.56	698.82	2,355.74	755,153.65
8	8/1/2021	755,153.65	3,054.56	-	3,054.56	700.99	2,353.56	754,452.66
9	9/1/2021	754,452.66	3,054.56	-	3,054.56	703.18	2,351.38	753,749.48
10	10/1/2021	753,749.48	3,054.56	-	3,054.56	705.37	2,349.19	753,044.11
11	11/1/2021	753,044.11	3,054.56	-	3,054.56	707.57	2,346.99	752,336.54
12	12/1/2021	752,336.54	3,054.56	-	3,054.56	709.77	2,344.78	751,626.77
13	1/1/2022	751,626.77	3,054.56	-	3,054.56	711.99	2,342.57	750,914.78
14	2/1/2022	750,914.78	3,054.56	-	3,054.56	714.20	2,340.35	750,200.58
15	3/1/2022	750,200.58	3,054.56	-	3,054.56	716.43	2,338.13	749,484.15
16	4/1/2022	749,484.15	3,054.56	-	3,054.56	718.66	2,335.89	748,765.48
17	5/1/2022	748,765.48	3,054.56	-	3,054.56	720.90	2,333.65	748,044.58
18	6/1/2022	748,044.58	3,054.56	-	3,054.56	723.15	2,331.41	747,321.43
19	7/1/2022	747,321.43	3,054.56	-	3,054.56	725.40	2,329.15	746,596.03
20	8/1/2022	746,596.03	3,054.56	-	3,054.56	727.66	2,326.89	745,868.36
21	9/1/2022	745,868.36	3,054.56	-	3,054.56	729.93	2,324.62	745,138.43
22	10/1/2022	745,138.43	3,054.56	-	3,054.56	732.21	2,322.35	744,406.22
23	11/1/2022	744,406.22	3,054.56	-	3,054.56	734.49	2,320.07	743,671.73
24	12/1/2022	743,671.73	3,054.56	-	3,054.56	736.78	2,317.78	742,934.95
25	1/1/2023	742,934.95	3,054.56	-	3,054.56	739.08	2,315.48	742,195.88
26	2/1/2023	742,195.88	3,054.56	-	3,054.56	741.38	2,313.18	741,454.50
27	3/1/2023	741,454.50	3,054.56	-	3,054.56	743.69	2,310.87	740,710.81
28	4/1/2023	740,710.81	3,054.56	-	3,054.56	746.01	2,308.55	739,964.80
29	5/1/2023	739,964.80	3,054.56	-	3,054.56	748.33	2,306.22	739,216.47
30	6/1/2023	739,216.47	3,054.56	-	3,054.56	750.66	2,303.89	738,465.81
31	7/1/2023	738,465.81	3,054.56	-	3,054.56	753.00	2,301.55	737,712.80
32	8/1/2023	737,712.80	3,054.56	-	3,054.56	755.35	2,299.20	736,957.45
33	9/1/2023	736,957.45	3,054.56	-	3,054.56	757.70	2,296.85	736,199.75
34	10/1/2023	736,199.75	3,054.56	-	3,054.56	760.07	2,294.49	735,439.68
35	11/1/2023	735,439.68	3,054.56	-	3,054.56	762.44	2,292.12	734,677.25
36	12/1/2023	734,677.25	3,054.56	-	3,054.56	764.81	2,289.74	733,912.43
37	1/1/2024	733,912.43	3,054.56	-	3,054.56	767.20	2,287.36	733,145.24
38	2/1/2024	733,145.24	3,054.56	-	3,054.56	769.59	2,284.97	732,375.65
39	3/1/2024	732,375.65	3,054.56	-	3,054.56	771.98	2,282.57	731,603.67
40	4/1/2024	731,603.67	3,054.56	-	3,054.56	774.39	2,280.16	730,829.28
41	5/1/2024	730,829.28	3,054.56	-	3,054.56	776.80	2,277.75	730,052.47
42	6/1/2024	730,052.47	3,054.56	-	3,054.56	779.23	2,275.33	729,273.25
43	7/1/2024	729,273.25	3,054.56	-	3,054.56	781.65	2,272.90	728,491.59
44	8/1/2024	728,491.59	3,054.56	-	3,054.56	784.09	2,270.47	727,707.50
45	9/1/2024	727,707.50	3,054.56	-	3,054.56	786.53	2,268.02	726,920.97
46	10/1/2024	726,920.97	3,054.56	-	3,054.56	788.99	2,265.57	726,131.98
47	11/1/2024	726,131.98	3,054.56	-	3,054.56	791.44	2,263.11	725,340.54
48	12/1/2024	725,340.54	3,054.56	-	3,054.56	793.91	2,260.64	724,546.63
49	1/1/2025	724,546.63	3,054.56	-	3,054.56	796.39	2,258.17	723,750.24

SFG SPECIALTY FINANCE GROUP

A Division of Cedar Rapids Bank & Trust

September 22, 2020

Ms. Holly Knight
BGC Advantage, LLC
192 Bastille Lane, Suite 300
Ruston, LA 71270

Dear Holly:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt construction/equity bridge and term bond/loan term sheet for your Keystone RAD Apartment Section 8 Acquisition Rehabilitation project located in Springfield, MO. The following outlines the general loan terms and conditions for your review and consideration:

4% LIHTC Tax Exempt Permanent Term Bond/Loan "A Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Loan Amount:	Lesser of (a) $20,200,000 (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan or (c) the amount such that the loan amount will not exceed 90% of the As Completed Stabilized Appraised Value.
Purpose:	Proceeds shall be used for the acquisition and construction costs associated with the project, with the funds beyond those used for the acquisition of the property only being advanced based on required/approved construction draws.
Tax Exempt Interest Rate:	The estimated tax-exempt fixed interest rate as of September 10, 2020 is 3.74%. The interest rate shall be fixed by a SWAP Agreement that is calculated to have the loan immediately fund, with the underlying Loan accruing interest at the tax exempt rate of 79% of 30 Day Libor + 2.00%. The SWAP loan structure/term will include 3 years of interest only followed by 18 years of principal and interest with 40 year amortization. Excess loan proceeds beyond those required to acquire the property will be held in escrow in a restricted money market account at CRBT until theses proceeds are used for required/approved construction draws for the rehabilitation of the property as needed. The money market will pay an interest rate of 0.50% estimated as of August 3, 2020, and will adjust quarterly based on changes in market conditions.

	Rate estimates above will continue to fluctuate based on the Market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the SWAP in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.
Loan Fee:	$10,000.
Maturity Date:	21 years
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Repayment Terms:	Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 21 year term.
Collateral:	First Real Estate Mortgage on the real property for the project referred to as Keystone RAD Apartments located Springfield, MO, and an assignment of rents and leases of the real property.
Guarantors:	**Construction**: Full Recourse Guarantees from the Developer/Owners and the General Partner. **Perm**: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

4% LIHTC Tax Exempt Draw-Up Construction/Equity Bridge Bond/Loan "B Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Draw-Up Loan Facility:	Up to $2,000,000 or the amount necessary to meet or exceed the 50% Tax Exempt Bond Test measured at the funding of the loan, which may include a cushion by the Sponsor to ensure that the 50% Test is met.
Loan Term:	36 Months.
Use of Proceeds:	Proceeds shall be used for the construction costs associated with the project and will not be advanced until 100% of the escrowed term bond/loan proceeds are fully advanced and funded first.
Tax Exempt Rate Options:	Option #1: Tax Exempt - Floating interest rate at WSJ Prime + 0.25% = 3.50% (estimated as of 9/10/20).

	Option #2: Tax Exempt - Fixed interest rate option at 3.85% (fixed interest rate option will be indexed at 35 basis points (.35%) over the floating rate option estimated as of 9/10/20).
Loan Origination Fee:	.50% of the loan amount estimated to be $13,750.
Maturity Date:	The first to occur of (a) 36 months (3 years) from the closing date or (b) receipt of sufficient Tax Credit Equity to repay the Loan Facility.
Disbursements:	Bridge Lender requires that the development sources and uses at all times be in balance, and accordingly, that all Borrower owner equity required for the rehabilitation be funded and disbursed prior to draws on the Loan Facility. Bridge Lender may, in its discretion, approve disbursement of the Loan Facility on a more accelerated disbursement schedule (including full disbursement of the Loan Facility ahead of disbursement of other debt financing).
Amortization:	None.
Prepayment Penalty:	None.
Security Interest:	The Loan Facility shall be secured by a first priority Assignment of the Capital Contributions, pursuant to which Borrower and General Partner pledge their right to receive the Tax Credit Equity as security for the Bridge Loan, and a first priority pledge of the general partner interest in the Borrower.
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Prepayment Terms:	Interest only during the construction period with all unpaid principal and interest due at maturity of the 3 year term.
Loan Agreements:	Borrower's loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT's legal counsel, Winthrop & Weinstine in Minneapolis, MN.
Due Diligence:	The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to: (i) Appraisal including a Market and Feasibility Study (ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns; (iii) Phase I environmental report; (iv) 42(m) letter issued by the allocating agency with respect to the Project; (v) Financial statements of Investor, if requested by Lender; (vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;

(vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;

(viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;

(ix) An ALTA survey of the Project;

(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;

(xi) The receipt of insurance coverage for the Project acceptable to Lender;

(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:

1. Developer resume/biography;
2. Previous Tax Credit Development Experience;
3. Project Overview;
4. Discussion and details of ownership structure for Project;
5. Project timeline;
6. Overall sources and uses for entire Project;
7. Detailed breakdown of Tax Credits;
8. Identification and background/resume of architect;
9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and

(xiii) Other items as requested during further review.

GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. For conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence immediately when the loan is funded.
5. CRBT reserves the right to request monthly financial statements in the event the projects DSCR falls below 1.05.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Reserve Accounts for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval.
If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by September 30, 2020 and will also expire if the Loan Facility is not closed by January 31, 2021.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Tyler Clark
Assistant Vice President
Specialty Finance Group

Accepted by: _____ Date: _____

Title: _____

RED STONE™
EQUITY PARTNERS

September 22, 2020

Mrs. Holly Knight
BGC Advantage, L.L.C.
1910 Farmerville Highway
Ruston, LA 71270

Re: Keystone Family Homes
Springfield, Missouri

Dear Mrs. Knight,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Keystone Family Homes (the "Project") located in Springfield, Missouri. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in Keystone Family Homes, LP, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, renovate and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 297 residential units for rent to low-income families. The Project will consists of multiple scattered sites located in the City of Springfield, Greene County, within the State of Missouri. Within the Project, 293 of the units are expected to be Housing Credit compliant, with four (4) additional units being designated as management units. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Missouri Housing Development Commission (the "Agency"). The means for such conformance shall be reviewed by and be acceptable to Red Stone.

6000 Fairview Road, Suite 550, Charlotte, NC 28210
TEL: 704-200-9500 WEB: www.rsequity.com
Boston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Los Angeles ▪ New York ▪ San Diego

Number of Units	Income Restrictions	Project Site
75	60% AMI / RAD	Bolivar Road
1	Manager Unit	Bolivar Road
79	60% AMI / RAD	Cedarbrook
1	Manager Unit	Cedarbrook
20	60% AMI / RAD	Circle Apartments
24	60% AMI / RAD	Dogwood Square
32	60% AMI / RAD	Glenwood
1	Manager Unit	Glenwood
32	60% AMI / RAD	Scattered Sites
32	60% AMI / RAD	Villa Marie
1	Manager Unit	Villa Marie

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	November 1, 2020
Completion Date	April 1, 2023
First Unit Leased	January 1, 2021
Last Unit Leased	January 31, 2023
Stabilized Operations	October 1, 2023

2. **Project Ownership**. Keystone Family Homes GP, LLC (the "General Partner") will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	Keystone Family Homes GP, L.L.C.	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	BGC Advantage, L.L.C.	[redacted]
Guarantors[1]	BGC Advantage, L.L.C. (corporate), Holly Knight (personally), and/or other entities acceptable to Red Stone	
General Contractor	To-be-determined	
Property Manager	To-be-determined	

[1] The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project is expecting to receive an allocation of 4% Housing Credits from the Agency for the year 2020 in an annual amount of $1,393,374. The total Housing Credits anticipated to be delivered to the Partnership is $13,933,374 (the "Projected Federal LIHTC").

4. **Capital Contribution**. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of $12,608,775, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	$13,933,374	$13,932,349	$0.905	$12,608,775
			Total	**$12,608,775**

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 1 year; and 100% of depreciation on personal property being taken over 1 year. The allocation of the depreciable line items is subject to Red Stone's review and approval.

A. 10.00% ($1,260,878) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) the long-term HAP contact is in place, (e) receipt of commitments of the additional financing sources described in Paragraph 11, and (f) closing and initial funding of the construction loan and the soft loans.

B. 25.00% ($3,152,194) shall be paid upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) achievement of 50% construction completion as certified by the Project architect and as verified by Red Stone, and (c) July 1, 2022.

C. 22.50% ($2,836,974) shall be paid upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) achievement of 75% construction completion as certified by the Project architect and as verified by Red Stone, and (c) January 1, 2023.

D. 10.00% ($1,260,878) shall be paid upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) April 1, 2023.

E. 30.00% ($3,782,633) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) the long-term HAP contract is in place, (h) calculations of the preliminary adjusters have been prepared, and (i) October 1, 2023.

F. 2.50% ($315,219) upon the later of (a) satisfaction of the funding conditions described in (E) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, (d) calculations of final adjusters have been prepared, and (e) January 1, 2024.

5. **Adjusters**.

A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.905 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) $0.905 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. Timing of Housing Credit Delivery. In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) $0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves**. The Partnership will fund the following reserves:

A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fifth Capital Contribution equal to six months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently projected to be $1,205,988). Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to six months OERDS (currently projected to be $1,205,988) (the "Minimum Balance") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. Notwithstanding the foregoing, the General Partner shall be entitled to withdraw funds from the Operating Reserve in excess of the Minimum Balance without Red Stone's consent; provided, however the General Partner shall provide notification of any such withdrawals. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

B. Replacement Reserve. A capitalized Replacement Reserve in the amount of $500,000 shall be established for the benefit of the Partnership in a segregated account no later than the payment of the fifth capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $350 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.

7. **Guarantees**. The Guarantors will guarantee the following obligations of the General Partner:

A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will constitute non-interest bearing loans to the Partnership or capital contributions and Guarantors will have any right to receive any repayment on account of such payments.

B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:

(i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 6 consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute loans at AFR to the Partnership by the General Partner which shall be repaid from the distribution of sale proceeds pursuant to Section 10(C).

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be equal to six months OERDS (currently projected to be $1,205,988) (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio each of the last consecutive 4 quarters of the ODG Period, and the long-term HAP contract remains in place. Any amounts so advanced will constitute loans ("Operating Deficit Loan") at AFR repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10. The debt service coverage ratio will be further defined in the forthcoming Partnership Agreement but will include a 5% vacancy rate on subsidized unit revenue and a 7% vacancy on unsubsidized unit revenue.

(iii) Notwithstanding anything to contrary, the Guarantors will be obligated to cover any operating deficits due to the loss or reduction of the HAP Contract throughout the compliance period

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction**. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $20,841,209 in addition to a hard cost contingency equal to 10% of the contract amount. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.

9. **Fees**. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

A. Developer Fee. The Developer will earn a developer fee of $3,254,000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $1,206,345 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be $2,047,655 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or % *
Fifth Capital Contribution	66%
Sixth Capital Contribution	34%

* To the extent necessary, adjustments to the payment of the Cash Development Fee may be required to ensure that an amount equal to no less than 10% of the permanent loan is held until permanent loan conversion.

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

B. Property Management Fee. The property management fee will total approximately 5.50% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Partnership will pay Red Stone an annual asset management fee in an amount equal to $10,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Partnership Management Fee. The Partnership will pay the General Partner an annual partnership management fee in an amount equal to $10,000 per annum. The partnership management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

E. Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. **Distribution of Tax and Cash Benefits**.

A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.990% to the Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.

B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Limited Partner in proportion to any tax liability incurred by such partner;

(ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;

(iii) to the Limited Partner as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) 40% to the payment of the Seller Note;

(vii) to the payment of any debts owed to the General Partner;

(viii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

(ix) the balance, 0.009% to the General Partner, 0.001% to the Special Limited Partner and 99.990% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.

C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;

(iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;

(iv) to the Limited Partner in an amount equal to any projected exit taxes:

(v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing**. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. Permanent Loan. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of cash flow
CRB&T Perm Loan – $20,200,000	Hard	3.74%	216	480	100%
Seller Note - $9,258,590	Soft	5.00%	504	N/A	40%
Operating Income during construction - $331,099	N/A	N/A	N/A	N/A	N/A

12. **Purchase Option and Right of First Refusal**. For a period of 2 years following the compliance period, the Housing Authority as a member of the General Partner shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the General Partner at its discretion, the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3. If the General Partner is a not for profit entity, the purchase price shall be the amount required pursuant to Section 42(i) of the Code.

13. **Due Diligence, Opinions and Financial Projections**. The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to $85,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Partnership Closing**. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity**. Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

16. **Early Exit**. Red Stone hereby acknowledges it is the intent of the General Partner to exit the Partnership as soon as reasonably possible following the end of the credit period. Furthermore, Red Stone in consultation with its investors hereby agrees to use commercially reasonable best efforts to effectuate an early exit from the Partnership through a to-be-defined provision in the Partnership Agreement which may include a put or purchase of the interest of the Limited and Special Limited Partners.

17. **Pre-Development Loan**. Upon the execution of this Letter of Intent, counter signature by Red Stone and the execution of Red Stone's pre-development loan documents, Red Stone will provide a pre-development loan for Project expenses incurred after the date of this letter in an amount of up to $500,000 with an interest rate of 8%, a 1% origination fee, and a maturity of January 1, 2021. Full joint and several repayment guarantees will be provided by the Guarantors.

[Remainder of page left intentionally blank]

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter. The terms of this letter are not binding until countersigned and accepted by an authorized officer of Red Stone.

Sincerely,

By: 
Name: Darren T. Swanson
Title: Managing Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

August 7, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806

Dear Ms. Wolfram:

Attached please find an amended CHAP Exhibit A for 222 units at the following RAD projects: 48 units at SOUTH TOWER (MO058000002), 33 units at MADISON TOWER (MO058000003) and 141 units at BOLIVAR ROAD (MO058000004), whose initial CHAP was awarded December 13, 2017. As this project is already being processed for conversion, all of the established CHAP milestone due dates will remain in effect, with any extension requests subject to the same approvals as established in the original CHAP.

With the issuance of this amended CHAP Exhibit A, you are required to update all relevant information on the RAD Resource Desk, including, but not limited to, the Transaction Log and Rent Schedule, so that the transaction accurately reflects these rents, number of units and configuration presented herein. In addition, please take appropriate action if this amendment requires a Significant Amendment to your Public Housing Agency Five Year or Annual Plan.

If you have any questions regarding this Amendment, please contact your Transaction Manager.

Sincerely,

Thomas R. Davis
Director
Office of Recapitalization

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Pre-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$478	$77	$555
14	1	$478	$77	$555
24	1	$478	$79	$557
18	1	$478	$144	$622
3	1	$478	$163	$641
15	2	$618	$94	$712
33	2	$618	$94	$712
32	2	$618	$97	$715
13	2	$618	$94	$712
16	2	$618	$200	$818

12	2	$618	$200	$818
6	3	$757	$112	$869
10	3	$757	$112	$869
4	3	$757	$117	$874
10	3	$757	$112	$869
9	3	$757	$248	$1,005

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Post-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$484	$70	$554
14	1	$488	$64	$552
24	1	$491	$62	$553
18	1	$494	$123	$617
3	1	$495	$141	$636
15	2	$633	$75	$708
33	2	$633	$74	$707
32	2	$638	$71	$709
13	2	$634	$73	$707
16	2	$656	$150	$806

12	2	$656	$150	$806
6	3	$778	$84	$862
10	3	$778	$84	$862
4	3	$786	$78	$864
10	3	$781	$80	$861
9	3	$820	$164	$984

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

The RAD Contract Rents are inclusive of utility savings.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Minneapolis, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

September 17, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806-2938

Dear Ms. Wolfram:

On December 13, 2017, since amended, the Department awarded the Springfield Housing Authority (SHA) a Rental Assistance Demonstration (RAD) Commitment to enter into Housing Assistance Payments (CHAP) at Bolivar Road, MO058000004. The Department amended the CHAP award on August 7, 2020, per Notice PIH 2018-04 (HA) "Notice" 3A.3.c "Comprehensive Rehabilitation or Replacement through Rental Assistance Demonstration (RAD)". The Office of Recapitalization issued the RAD Conversion Commitment (RCC) on September 16, 2020 for the 297 dwelling units in the covered project. Consequently, the Special Applications Center (SAC) amended RAD application DDA0008689, removing 17 Annual Contributions Contract (ACC) units from AMP MO058000002; 11 ACC units from AMP MO058000003; and 47 ACC units from MO058000004. The SAC created application DDA0010985, disposition of 17 dwelling units within 10 dwelling buildings at South Tower, MO058000002; 11 dwelling units within 11 dwelling buildings at Madison Tower, MO058000003; and 47 dwelling units within 19 dwelling buildings at Bolivar Road, MO058000004, in the Public and Indian Housing Information Center (PIC).

Environmental Assessment and Fair Housing and Equal Opportunity Certifications, Significant Amendment to PHA Plan and RAD Conversion Commitment

The City of Springfield, per 24 CFR part 58, performed the environmental assessment, and the St. Louis Office of Public Housing (OPH) authorized the use of grant funds (HUD-7015.16) on August 18, 2020.

The Region VII Office of Fair Housing and Equal Opportunity (FHEO) approved the RAD Relocation Checklist on April 1, 2020.

Per 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable per 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the U.S. Housing Act of 1937, "the Act", (42 U.S.C. 1445p) and this part."

On April 17, 2020, the St. Louis OPH approved the agency's Annual Plan submission, which includes a description of the proposed action. Approval of the Section 18 action is contingent on the Department's review and approval of the financing plan for both the RAD transaction and the associated Section 18 action and, the subsequent issuance of an RCC.

Development History, Description and Proposed Disposition

The Department has not approved an inventory removal action at AMPs MO058000002 and MO058000004. On October 3, 2019, the Department approved disposition application DDA0009393, 1.33 acres improved with 10 dwelling units within 5 dwelling buildings at Madison Tower, MO058000003. The following tables summarize South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, 75 dwelling units within 40 dwelling buildings (aggregate).

South Tower, MO058000002 DOFA: 8/21/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	63	21	29	36	-	-	149
Proposed Dwelling Units	-	-	-	17	-	-	17
Existing Dwelling Buildings							22
Proposed Dwelling Buildings							10
Existing Non-dwelling Buildings							1
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Madison Tower, MO058000003 DOFA: 9/20/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	98	60	14	2	-	-	174
Proposed Dwelling Units	-	7	3	1	-	-	11
Existing Dwelling Buildings							28
Proposed Dwelling Buildings							11
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Bolivar Road, MO058000004 DOFA: 6/2/1971							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	-	45	80	46	20	2	193
Proposed Dwelling Units	-	-	-	24	21	2	47
Existing Dwelling Buildings							46
Proposed Dwelling Buildings							19
Existing Non-dwelling Buildings							3
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Disposition Justification, Method and Relocation

SHA proposed disposition pursuant to 24 CFR 970.17(c) where the PHA has otherwise determined the disposition to be appropriate for reasons that are consistent with the goals of the

PHA and the PHA Plan and that are otherwise consistent with the Act. Per the Notice's Section 3A.3c., the agency elected to convert at least 75 percent of the public housing units within the covered project and replace up to 25 percent of the public housing units within the covered project with Section 8 project-based voucher (PBV) assistance. SHA will provide PBV assistance to 75 of the 297 units in the Office of Recapitalization-defined covered project and convey the improvements and acreage through the RAD closing process.

The Department allows disposition of property for less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA, or the federal government. Parcel acreage for the transaction will be reflected in the associated RAD approval. The Department determined, through approval of the agency's RAD financing plan, that the disposition is pursuant to 24 CFR 970.17(c) and the disposition method is in accordance with 24 CFR 970.19(a). At application creation, all units proposed for disposition were occupied within the past 24 months. Though subject to the requirements of 24 CFR 970.21(e) and (f), relocation will be consistent with RAD requirements per Notice PIH 2019-23.

Resident Consultation

1. Project Specific Resident Organization: None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. SHA held a resident meeting on July 15, 2020 to discuss the RAD conversion and disposition combination. The Department determined that SHA's actions met the requirements of the regulation.

Offer for Sale to the Resident Organization

24 CFR 970.9(b)(1) requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964 or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The SHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families per 24 CFR 970.9 (b)(3)(ii); therefore, 24 CFR 970.9(b)(1) is not applicable.

Board Resolution and Mayor/Local Government Consultation

The SHA's Board of Commissioners approved the disposition and associated activities via Resolution 2231 on July 24, 2020, per 24 CFR 970.7(13). The application also includes a July 21, 2020 letter of support signed by the Honorable Ken McClure, Mayor, City of Springfield, per 24 CFR 970.7(14).

Approval

The Department's review finds the SHA's application complete and consistent with Section 18 of the Act and meets the requirements of the implementing regulation 24 CFR part 970, including requirements pursuant to 24 CFR 970.9. Based upon the review, the Department approves the disposition of 75 dwelling units within 40 dwelling buildings (aggregate) at South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, as described in the application and identified in the table below.

South Tower, MO058000002; Madison Tower, MO058000003; Bolivar Road, MO058000004 Approved Disposition – Dwelling Buildings: 40; Units: 75				
Total Units Redeveloped: 75	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Leasehold	-	-	75	-
Acquiring Entity	Office of Recapitalization Approved Acquiring Entity			
Acquisition Method	Office of Recapitalization Approved Method			
Terms	Office of Recapitalization Approved Terms			
Purpose	Provision of Low-Income Housing			

Conditions

The Office of Recapitalization, with concurrence from the Office of the General Counsel (OGC) must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DoT) or Declaration of Restrictive Covenants (DoRC), disposition approval and release of the DoT/DoRC does not circumvent or supersede those obligations.

Operating Subsidy, Capital Fund Financing Program and Tenant Protection Vouchers

Disposition of 75 low rent units will affect the SHA's operating subsidy eligibility. The St. Louis OPH must ensure that the SHA's Form HUD-52723 reflects these changes. The Department notes 59 units are interspersed with RAD units within the buildings and are not eligible for Asset Repositioning Fees (ARF). The remaining 16 units are not interspersed and are ARF eligible. The agency does not have Department approval to participate in the Capital Fund Financing Program (CFFP). Per PIH Notice 2019-08 (the "Notice"), SHA is eligible to receive Section 8 Housing Choice Voucher assistance in the form of Tenant Protection Vouchers (TPVs) for this disposition approval. The Notice separates TPVs into two classes, replacement vouchers and relocation vouchers. The Notice provides that the Department may only provide replacement TPVs for units that were occupied within the previous 24 months that cease to be available as assisted housing, and only to the extent that funding is available.

On the date of this approval, 75 ACC units were occupied within the previous 24 months. SHA does not intend to redevelop public housing units at the property. Based on the Notice's provision, the Department determined that SHA is eligible to receive a maximum of 75 **replacement** TPVs for the affected units in this action.

TPV Type	Maximum Eligibility Number
Relocation	0
Replacement	75

The Department will not automatically issue TPVs to SHA as part of this approval. Instead, SHA must apply to the Department separately for TPVs in accordance with the Notice. Because the RCC issuance begins the RAD closing procedure, and the RAD and disposition approval and removal process occur concurrently, SHA should submit the TPV request immediately. The timing of SHA's TPV application submission and the start of relocation noted in this approval should be consistent. To apply for TPVs, the agency must submit the following to the St. Louis OPH:

a) The AMP and IMS/PIC application number of this disposition approval.
b) The number of TPVs requested (subject to the limitations above)
c) Form HUD-52515 (Voucher Funding Application)
d) A copy of this approval (PDF version - signed and dated)

Please review the Notice for further guidance on TPV application submission and timing.

PIC and Monitoring

Per 24 CFR 970.35, the Department requires SHA to inform the SAC and the Office of Recapitalization of the status of the project (actual disposition dates, modification requests, delays or other problems) and of any deviations to the mandated 24 CFR 970.7 (a)(4) general timetable shown below.

Milestone		Number of Days after HQ Approval
A	Begin relocation of residents	0
B	Complete relocation of residents	90
C	Execution of contract for removal (e.g. sales contract or demolition contract)	90
D	Actual Removal Action (e.g. demolition or sale closing)	90

On or one day before the associated HAP contract start date, SACTA will enter the transaction date and the actual number of buildings and units, then remove the improvements from inventory. The St. Louis OPH received a copy of this approval.

Sincerely,

JANE HORNSTEIN

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2020.09.17 15:55:31 -05'00'

Jane B. Hornstein
Director

Cc: St. Louis OPH
RAD Resource Desk
RAD Readiness Transaction Manager
RAD Financing Transaction Manager
RAD Closing Management

Exhibit F

ESTIMATED PROJECT BUDGET– SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

S WEAVER COURT CIRCLES APARTMENTS

DEVELOPMENT BUDGET	
ACQUISITION	691,154
SITE IMPROVEMENTS	-
CONSTRUCTION	939,084
PROFESSIONAL FEES	187,267
BOND COSTS	14,949
CONSTRUCTION FINANCE COSTS	77,463
PERMANENT FINANCE COSTS	3,394
SOFT COSTS	56,685
RESERVES	72,841
TOTAL USES	2,042,837
SOURCES OF FUNDS	
1ST MORTGAGE	760,000
CASH FLOW FROM OPERATIONS	74,986
SELLER MORTGAGE	612,942
PHA CASH FLOW	16,162
AGENCY HOME LOAN	-
DEF. DEVELOPER FEE	43,150
TAX CREDIT EQUITY	535,598
TOTAL SOURCES	2,042,837

Exhibit G

HUD RELOCATION PLAN– SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

Relocation Plan for the Revitalization of Bolivar Road Apartments, Cedarbrook, Circle, Dogwood, Glenwood, Scattered Sites, and Villa Marie under the LIHTC, Rental Assistance Demonstration Program (RAD), or other initiatives

developed by

Housing Authority of the City of Springfield
(HAS)

January 14, 2020

421 W Madison Street #1
Springfield, MO 65806
(417) 866-4329

I. Introduction and Project Summary

Housing Authority of the City of Springfield (HAS) has an aging housing stock and growing physical needs. Due to this, the agency has been through a comprehensive physical needs assessment that looked at each project to help determine critical, immediate, and 20 year needs. This has led the housing authority to an overall strategic revitalization effort utilizing the Rental Assistance Demonstration (RAD) program and other affordable housing preservation strategies including Section 18 Demo/Dispo.

HAS with the concurrence of the community and residents is undertaking the revitalization, demolition, disposition, or other methods to transition the housing stock at Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, Bolivar Road, and various other complexes, within the portfolio that will be converting to the Project-based Voucher (PBV) Program under the Rental Assistance Demonstration (RAD) Program, restructured under the Low-Income Housing Tax Credit Program, or revised through other revitalization strategies. Depending on the type of revitalization, demolition, disposition, or other activities, residents will require temporary or permanent relocation while the redevelopment, extensive modernization or renovations are occurring.

Proposed Modernization or Redevelopment Goals By Public Housing Development

Site	Type	# Units	Year Built	Modernization/Redevelopment Goals	Relocation Requirements
Bolivar Road Apartments	Family	81	1971	Rehabilitation/Demolish/Reduce Density	Permanent with Right to Return to New Site of Alternate Sites
Glenwood	Family	33	1973	Substantial Rehabilitation	Temporary/Right to Return
Scattered	Family	32	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Circles	Family	20	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Dogwood Square	Family	24	1982	Substantial Rehabilitation	Temporary/Right to Return
Cedarbrook	Family	80	1972	Substantial Rehabilitation	Temporary/Right to Return
Villa Marie	Family	32	1972	Substantial Rehabilitation	Temporary/Right to Return

Specific to the site the following conditions have been included in the planning effort:

Redeveloped Site Activity

Bolivar Road Apartments (rehabilitation and demolition through RAD)
This project would be submitted for funding approval in the 1st quarter of 2020. It would include demolition of 12 existing units and rehabilitation of 68 units. The reduction of units will allow for reduce density in the community. Current residents will be offered temporary, or permanent if necessary, relocation and the possibility opportunity to return to the site.

Glenwood (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Scattered (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Circles (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Dogwood Square (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Cedarbrook (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Villa Marie (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Schedule for Redevelopment/Relocation of Public Housing By Site

Site	Beginning Action	Relocation From	Construction/Rehabilitation Completion	Return Relocation
Bolivar Road Apartments	Demolition/Rehab start 3rd quarter 2020	3rd – 4th quarter 2020	2nd quarter 2022	Staged upon construction completion, relocation finished 2nd quarter 2022
Glenwood	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Scattered	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Circles	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Dogwood Square	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Cedarbrook	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Villa Marie	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021

Financial Resources

HAS is working with a development team to identify best practices and strategies to meet the physical needs at the housing authority sites as well as emerging housing needs in Springfield. HAS will utilize multiple housing authority funds to leverage private and public funding opportunities for all of the redevelopment and new construction projects. The housing authority through the partner entities will utilize the 4% tax credit

program. Each project will have distinct funding based on the size of the project, scope of work, and type of construction occurring.

The following includes a list of anticipated funds for the HAS. These funds will be allocated to ongoing capital fund improvements as well redevelopment efforts including RAD and non-RAD developments. The housing authority is using a combination of capital funds and other PHA financial resources to complete third party assessments that contribute to the financial and physical viability of the projects. Public Housing is so restrictive that it doesn't attract investors and lenders as RAD and/or project-based voucher contracts. The HAS will be assessing all avenues to determine the best fit for funding, programs, and long-term viability.

General Relocation Conditions

Tenant belongings will be relocated with the tenant while the work is undertaken. Depending on the development, HAS will be demolishing, rehabilitating, or modernizing the units including interior and exterior renovation causing tenants relocation. Generally, the relocation time on moderate rehabilitation should not last longer than 90 days on each unit during the construction period. In other words, the kitchen and bathroom cabinets and sinks, electrical renovation, water heaters, 504 upgrades, and wall removals will be occurring on the developments. The resident will be required to move, since the work to be performed includes the extensive renovation of the tile floor, painting, reworking plumbing, etc. At the end of the relocation, tenants will be allowed the opportunity of the right to return to the property. There may be some additional tenants, based on individual qualifiers, that may be offered the opportunity of additional housing opportunities for permanent relocation or housing at alternative sites or use of the Voucher.

The ADA (Section 504) renovation requires temporary relocation for those families in those units that are undergoing substantial renovations to convert the units to full 504 accessibility standards. The families may require a temporary/permanent relocation to another unit. Tenants will be provided the services as required under the Uniform Relocation Act (URA). It is anticipated that some residents may be relocated through the Housing Choice Voucher (if necessary) since demolition/disposition are part of the proposed actions. In the cases where construction will be scheduled to occur on vacated units in the development- the HAS will start holding vacancies once the plans are approved for renovation/demolition to ensure adequate vacancies at the development to start the process and the impact will be minimal when most of the families, will remain on the development and just moved to an alternate unit that has or has not been renovated during the process.

It is not anticipated, but some residents may extend past the 12 months, although it is estimated that this will be the exception to the process for rehabilitation- since the construction schedule is generally a 9- to 12-month period. Should the rare occasion occur that the relocation extends past the 12- month period, the tenants who are temporarily relocated in excess of 12 months will be offered permanent relocation

assistance at that point under the URA in accordance with Appendix 4 of Notice H 2016-17/PIH 2016-17. If the relocation extends past the 12- month period, the family will also be offered the opportunity for voluntary permanent relocation under the PIH notice 2016-17. Since RAD is a higher standard and will meet all Section 18 requirements, HAS will use RAD notices and RAD implementation requirements.

After redevelopment, the entire site will consist of the same configurations, therefore no family will be displaced as a result of unit size changes. Based on HAS's needs for the community, the following is the current bedroom size configuration by development and the ending configuration after rehabilitation/redevelopment:

Property Name	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Total
Bolivar Road Apartments currently		30	0	1	0	0	81
Bolivar Road Apartments after redevelopment/rehab		18	33	20	8	2	68
Glenwood currently		0	13	20	0	0	33
Glenwood after redevelopment/rehab		0	13	20	0	0	33
Scattered currently		0	16	16	0	0	32
Scattered after redevelopment/rehab		0	16	16	0	0	32
Circles currently		5	22	3	0	0	20
Circles after redevelopment/rehab		5	22	3	0	0	20
Dogwood Square currently		24			0	0	24
Dogwood Square after redevelopment/rehab		24	0	0	0	0	24
Cedarbrook currently		24	32	16	8	0	80
Cedarbrook after redevelopment/rehab		24	32	16	8	0	80
Villa Marie currently		3	15	10	4	0	32
Villa Marie after redevelopment/rehab		3	15	10	4	0	32

With respect to both temporary and permanent displacements, the HAS relocation plan will use the recommended notices as contained in the RAD Relocation Notice H 2016-17/PIH 2016-17. HAS is not to use the Notice of Non-displacement or Notice of Eligibility for Relocation Assistance from Handbook 1378 as referenced in previous relocation plans. The HAS will make revisions to ensure compliance with Notice H 2016-17/PIH 2016-17 and notices.

HAS will document that each household to be permanently displaced was first offered the choice to voluntarily accept permanent relocation and waived their right to return. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, all residents will be offered the right to return upon completion of the rehabilitation.

HAS determined that families would be relocated at least once during the multi-phased undertaking of redeveloping the sites. The mandatory transfers to other available

housing programs or converted stock will initially be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation or new construction.

HAS will make every effort to minimize the impact of relocation on the resident population. HAS will use staff and contractors to assist the families with the temporary or permanent relocation- and families have the right to return upon completion. HAS is undertaking the revitalization of developments that are needed to preserve the limited affordable housing stock, reverse the continuing decline of public housing and allow the revitalized property to compete in the community for qualified residents.

HAS has involved and informed residents from the very beginning in the program of the conversion under RAD, LIHTC, or alternative undertakings and has sought input into the plan. HAS has kept and will continue to keep residents current on its plans for the developments. To date these activities have included meetings, workshops, public notice, revisions in the Agency Plan, notification to HUD, and working with the resident groups and this has proven particularly helpful in bringing tenants' views into consideration on a timely basis. HAS prepared a resident questionnaire (survey) and will use it to solicit and consider tenants' views on the program's impact and any special needs.

HAS has fully considered the resident's views on the redevelopment and especially in the relocation of tenants from the developments. The HAS will utilize the staging of the construction/redevelopment of the program as an important method in which the temporary or permanent relocation of tenants can be achieved with minimum disruption to the residents. Existing public housing, non-revitalized units on the site will be available to provide the resource for many if not all the residents to relocate. Upon completion, those residents temporarily relocated will return to the unit and/or building/development whenever possible. HAS intends to use vacancies arising in its inventory of the apartments in the development so that it may create a meaningful temporary relocation resource. Priority for any relocation will be given to those families that must be relocated to remain in the same development.

HAS will pay for the relocation cost to move residents on a temporary/permanent basis. HAS will pay those eligible relocation costs, including utility transfers in accordance with the Uniform Relocation Act for the relocation of residents under the RAD program. Although it is not anticipated that many vouchers will be required for relocation, if it is required, HAS will assist residents with the program requirements, assist them in finding an available Section 8 unit, and further assist them to remain in Section 8 housing through the mobility-counseling program. In the case of Tenant Protection Vouchers, HAS will provide extensive workshops and technical assistance to help residents making the transition to the Voucher Program. All the relocation will be conducted in accordance with the rules of the Uniform Relocation Act and PIH notices governing this proposed action.

HAS is using funding assistance from the tax credit program and other allowable program funds for the renovations and redevelopment of this site. All families residing on the site will remain eligible for the site. In addition, no resident will be relocated until such time as funding is fully secure to begin and funding is available for that phase of the relocation, rehabilitation/construction, and counseling requirements.

Information and Consultation

HAS provides residents with a general information notice advising them of the possible affects of proposed action.

Residents required to relocate due to renovation construction work will receive certain benefits in the form of notices, advisory and counseling services, and housing assistance payments as appropriate. HAS will follow the notices, services and payments as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (also known as the Uniform Relocation Act, or "URA") for the program funded. The policies and procedural requirements of the URA as applied to HUD-funded programs are consolidated in HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition", PIH 2014-17 RAD Relocation, and other requirements will be followed by the HAS.

Generally, the following notices, counseling and benefits will apply to this project. The timing of notices and services, and the levels of benefits may vary depending on the nature and timing of specific project and phasing activities, and the rules associated with various types of funding.

Notices

The following notices will be provided to residents in developments scheduled for rehabilitation under the redevelopment subject to the URA:

The RAD Information Notice must do the following:

- *RAD Information Notice (RIN)* MHA has provided the RAD Information Notice to residents at the very beginning of the RAD conversion planning process in order to convey general written information on potential project plans and residents' basic rights under RAD, and to facilitate residents' engagement with the PHA regarding the proposed RAD conversion. The MHA has provide a RAD Information Notice to all residents of a Converting Project prior to the first of the two meetings with residents required by the RAD Notice, Section 1.8.2, and before submitting a RAD Application. This RAD Information Notice shall be provided without regard to whether the PHA anticipates any relocation of residents in connection with the RAD conversion.

- *General Information Notice (GIN).* MHA has notified residents of its decision to convert to RAD and to apply to agencies for redevelopment funding. The MHA will bring this notice more current as other activities and the approval process takes place. MHA will further provide the residents with an updated *General Information Notice once all components are approved and in place.* This notice explains the nature of the proposed project, description in general terms of the relocation assistance that MHA will make available to residents, and explain the proposed timetable for relocation. The notice further states that the HAS will provide all residents with comparable replacement housing and urge them not to move. MHA will further update the notice since the timing of the original notice may not have the sustaining impact and more current notices will vary depending on local circumstances, project timing and phasing, and other considerations such as the opinion of the HAS regarding the adequacy of known information about the project. The notice will be made in accordance with Relocation Handbook 1378, and applicable statutes and regulations.

- *Notice* of Intent to Acquire- *Non-displacement, or Notice* of *Eligibility for Relocation Assistance.* As soon as feasible following HUD approval of the HAS's final approval of the RAD or Revitalization Plan, whichever comes first, the HAS will provide residents with a more specific notice of their rights. Residents who will move temporarily will receive a Notice of Non-displacement. This document will inform residents of the specific relocation services and benefits to which they are entitled, when they will receive those services and benefits, and any procedures that must be followed to obtain them. This notice will again advise residents not to move.

- Thirty Day Notice. No resident to be temporarily displaced will be required to move unless the household has first received at least 30 days written notice of the earliest date the family will be required to move. The 30 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This would be the primary notice used on Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road since it is anticipated residents will be out of the unit for less than 12 months.

- *Ninety Day Notice.* No resident to be permanently displaced will be required to move unless the household has first received at least 90 days written notice of the earliest date the family will be required to move. The 90 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This will be the notice that is used if and when the redevelopment would exceed 12 months- since it will be considered permanent relocation with a right to return. Note: Permanent Relocation

Assistance: permanent relocation would require that HAS to offer alternative housing options in accordance with Section 6.10 of the Relocation Notice. The HAS cannot require a resident to accept permanent relocation: the resident must voluntarily relinquish their right to return in writing as being given at least 30 days to consider the HAS's offer. The RAD program requirements in this area can exceed the URA and the URA requires three but not less than one comparable housing option once a person is permanently displaced (i.e., after one year and one day). If HAS knows from the beginning that residents are going to be permanently moved and not return, the HAS must follow the requirements of Section 6.10 of the RAD Relocation Notice and offer the resident an alternative housing offer that persuades the resident to voluntarily relinquish their right to return in writing. HAS cannot require permanent relocation; the resident must choose this voluntarily.

Advisory Services and Counseling

Relocation advisory services will include one or more personal interviews with each household. Typically, the HAS will survey residents early in the process to determine each household's general relocation needs, and then provide additional counseling, services and information as specific issues are identified. The HAS will have plans and processes in place to communicate with families who are not proficient in English, and with people with disabilities.

At minimum, HAS's advisory services and counseling will:

- determine the needs of individual families;
- explain the availability of relocation benefits and services, including the eligibility requirements, the procedures for obtaining benefits and services, and the amount of the replacement housing payment, if any;
- explain the timetable for temporary relocation or permanent displacement;
- advise the family of specific comparable replacement dwellings that will be available;

Moving Expenses

Relocating residents are entitled to payment for their actual moving and related relocation expenses, so long as those expenses are reasonable. The payment must include expenses for:

- transportation to replacement dwelling;
- packing, moving and unpacking furniture and family belongings;
- storage for a period not to exceed 12 months;
- disconnecting, dismantling, moving and re-assembly of household appliances;

- utility hook-ups, including re-installation of telephone and cable service;
- insurance against loss of personal property during the move, or the replacement value of any property lost, stolen or damaged during the move
- credit checks; and
- other reasonable moving expenses.

Relocation Resources

All eligible residents, who are relocated, will receive the appropriate services and benefits required. The HAS relocation resources for the development include: (1) priority for available units at the specific development undergoing the work (2) priority for vacant turnover units of at other HAS developments; and (3) priority for tax-credit and other units available after the redevelopment on the specific site or other HAS sites, (4) priority for the Voucher- whenever needed. HAS will use all available resources to identify and move residents into their desired housing preference. On a limited basis, residents will be offered available housing choice vouchers during the relocation process.

The relocation developments are within reasonable distance to bus lines and services. All sites are to be made handicap accessible and also accessible to shopping areas, employment areas, grocery stores and medical offices.

HAS has addressed the housing issues of disabled families and families with disabled members by proactively making all programs and services available to qualified families. All facilities operated, and programs managed by HAS will be made 504 compliant or at least the minimum number of units will be made 504 compliant. If relocated disabled families are having difficulty in the relocation, HAS will provide for reasonable accommodations to address the issues. HAS has handicapped-accessible units in the public housing program. These units are available in the necessary bedroom sizes. During gathering data on the relocation survey, HAS included a specific area on the survey to assist families and the HAS in identifying special needs of each family. These special needs will be considered in making relocation offers.

(1**) Vacant Turnover of Units at Other HAS Sites:**

To accommodate all households needing a unit, HAS has prioritized the displaced families as the highest priority for vacant turnover units. HAS provides for this priority in the current Admission and Occupancy Policy (ACOP) and has updated the Administrative Plan to include a priority for relocation by HAS initiatives. The policies are incorporated in the PHA Plan process and remain supporting documents to the PHA Plan.

(2) HAS Developments:

HAS determined that families would be relocated at least once during the multi-phased undertaking of redevelopiment. The mandatory transfers to other available public housing or converted stock will be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation. All families relocating to public housing and other sites will be offered decent, safe and sanitary units that meet the local occupancy codes and UPCS or HQS- depending on the program requirement. All properties are inspected prior to occupancy and before relocation, the units are determined that they meet UPCS or HQS.

(3) Redevelopment Sites:

As the development continues through redevelopment- current residents will be prioritized for returning to the development/unit. Based on the individuals needs and from information gathered during the initial survey data, HAS has designed a plan to address all the family's requests during the relocation process.

Use of Section 8 Vouchers During the Relocation Process

HAS has determined that the HCV Program will be needed for a limited number of families during the relocation activities. HAS has a voucher program of adequate size to address these issues. Relocated families will have priority over current families on the waiting list- if the voucher is needed for relocation and these revisions have already been included in the Administrative Plan. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road, it is anticipated that vouchers will be offered for relocation and HUD is providing tenant protection vouchers.

II. Resident Return and Re-occupancy Policies

HAS has determined that the first choice of many residents of the development site is to remain a part of the community during the process and after the conversion to Project-based Vouchers under RAD or redevelopment. Under RAD, there is no rescreening or re-eligibility requirements; therefore, all families are eligible for the new units after renovation. HAS has presented a method that all families will be provided a tenant survey on the relocation/selection process and will update the survey information prior to relocation, if and when required.

Typically, there is no rescreening. Residents that are temporarily relocated must remain in in compliance with the program (not be terminated) and have the first-priority right of re-occupancy of the revitalized unit at the development. HAS has and will continue to plan collaboratively with residents and other stakeholders to establish the occupancy terms and conditions for the revitalized community as a result of tax-credit funding and other final issues that may arise, but residents still retain the right to return. Relocation activities will not begin until the re-occupancy standards are established, with resident

consultation. Consistent with the goal of maximizing the opportunities for the residents, HAS will also attempt to identify potential obstacles with any re-occupancy and assist with counseling and special services aimed at overcoming any special needs.

HAS does not foresee any imposed conditions on the rights of residents to return to the revitalized site/unit other than being a resident remain in compliance during relocation. It is anticipated that all residents will remain in compliance with these requirements. Any resident that is not in compliance will be notified of non-compliance and given an opportunity to cure the deficiency.

III.Summary of Moving Cost

Temporary Moves

It is anticipated that most, if not all, will have temporary moves which are required for a two-way move. For rehabilitation, the move will be from their current unit to another vacant unit for approximately 90 days and then the family will be moved back to the original unit after rehabilitation is complete.

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same development/complex. (estimated cost of $1,500 movement each way) This is based on relocations at other local PHAs in Springfield. Tennessee, Arkansas and Louisiana.

- Number of and cost amount for two-way moves to a unit not in the same development/complex, carried out by the HAS. (limited number based on the survey)

- Number of and cost amount for two-way moves to a unit not in the same development/complex not carried out by the PHA. (limited number based on the survey)

Permanent Moves

It is anticipated that a limited number of permanent moves will be required on this project. All families are eligible to return, and most will indicate that they want to return to the unit after completion of the rehab.

- Number of and cost amount for one-time moves into another unit in the same building/complex. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA. (limited number of units)

IV. Temporary Relocation Assistance

HAS will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), HAS will send a RAD Notice of Relocation to residents who will be relocated. HAS will use the language outlined in PIH 2016-17 Appendices 3 and 4 sample RAD Notices of Relocation that will to be provided to residents that will be temporarily relocated.

The temporary relocation assistance the HAS will provide for residents is outlined in (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - HAS will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The units will be located in the same development-whenever possible- and HAS will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation at URA levels. It is anticipated the relocation will be for a very short duration; however, should the process become longer, the HAS will provide additional notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since some residents prefer to pack their own personal possessions and items of value, residents will be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the HAS will provide the resident with information on how to request this assistance. In those cases, HAS will assist the resident with the packing. HAS is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. HAS may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.

- Payment for Temporary Relocation Moving Expenses - The HAS generally chooses to do the following:

    - Undertake the moves itself, using force account labor (HAS laborer) or a moving company; or

    - As an alternative to the HAS's contractor or moving company;
        - Reimburse residents for all actual and reasonable moving costs.

The HAS will not make fixed payments since such payments may not be representative of actual reasonable costs incurred.

- Utility Costs - HAS is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, HAS is responsible for covering the expenses involved in transferring existing service. Utilities will be already turned on in the unit and HAS will pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). Although not anticipated, if a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the HAS utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

It is anticipated that there will be some cases of required permanent relocations. When those conditions occur, HAS would use the requirements outlined in PIH 2016-17 as follows:

Based on the local housing resources available, HAS will identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;
- Private-market rental housing (affordable, non-subsidized)

VI. Relocation Budget

Based on the results of the planning process, the HAS has a relocation budget that includes the following components:

1) The cost of administering the plan and providing assistance and counseling.

2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).

3) The cost of the physical move of the residents' belongings.
This physical move cost total is based on the move scenarios anticipated or projected by the resident survey.

4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.

5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).

Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. HAS states that these costs are indicated in the application, or attach any other information required by HUD, to support these costs.

HAS understands that the statutory requirements and protections of the URA cannot be altered or waived by a Relocation Plan. All tenants who are on-site at the time of the required relocation are entitled to URA-level assistance unless eviction for cause is in process or recently completed. Any eviction proceeding that commences after that date may not result in denial of benefits as required under the URA.

Sources of Funding

What sources of funding will be used to pay for relocation activities?

HAS intends to utilize the following sources for funding relocation over the next 3 years:

Program	2020	2021	2022	Total
Operating Funds/Capital Funds	0	0	0	0
LIHTC	578,000			578,000
Total for Relocation	578,000			578,000

VII. Appeal Process

If a resident disagrees with HAS's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the HAS. The Relocation Plan provides the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is

involved). At a minimum, the resident will have 60 days to file an appeal with HAS after receiving written notification of a claim or ineligibility determination.

HAS's relocation plan includes an opportunity for an appeal through HAS's usual grievance procedure, except that the time limit for requesting an appeal may not be less than 60 days after the family receives written notice of the disputed decision.

Households dissatisfied with the outcome of a grievance will be advised in writing of the right to seek further review at the local HUD Field Office. Disputes subject to appeal will include the HAS's determination of eligibility for assistance, including denial of eligibility and determinations of family status as displaced persons, and HAS decisions about the nature, scope and amount of relocation assistance.

VIII. Certification

HAS certifies that it is in compliance with the URA and, if applicable, section 104(d).

Katrina Wolfram
Executive Director

3/3/2020
Date

Exhibit H

APPRAISAL – SOUTH WEAVER AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

[Provided Under Separate Cover]

Exhibit 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	Redevelopment Agreement
Date of Document:	_____, 20___
Grantor:	City of Springfield, a municipal corporation
Grantee:	_____
Legal Description:	See Exhibit A attached hereto.
Please return recorded document to:	City of Springfield Planning and Development Department P.O. Box 8368 840 N. Boonville Ave. Springfield, MO 65801

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

REDEVELOPMENT AGREEMENT BETWEEN

_____

AND

CITY OF SPRINGFIELD, MISSOURI

FOR_____

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20_____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on _____, _____ the Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Redevelopment Plan for the _____Redevelopment Area; and

WHEREAS, on _____, _____ the Planning and Zoning Commission recommended the Amended Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the City Council approved Special Ordinance _____, which approved the Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, MO, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

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

1. Agreement. Developer agrees to perform all work in accordance with: the provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Redevelopment Plan for _____ Redevelopment Area, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

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

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

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of Payments in Lieu of Taxes ("PILOT") that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

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

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

To the City:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

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

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _[title/position]_ of _[name of entity]_, a [corporation/partnership/etc.]_ duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

One-rdg. _____
P. Hrngs. X
Pgs. 112
Filed: 11-24-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-288 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Redevelopment Plan submitted by Keystone Family Homes, LP, for the West Sunset Street Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

_____

WHEREAS, the City of Springfield, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300-99.660, RSMo (the "Act"), has established the Land Clearance for Redevelopment Authority of the City of Springfield, Missouri (the "Authority"); and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report, attached as "Exhibit 1," and Redevelopment Plan, attached as "Exhibit 2," have been prepared and submitted to the Authority and the Planning and Zoning Commission for their consideration; and

WHEREAS, the Redevelopment Area for purposes of this Ordinance is described in "Exhibit 1"; and

WHEREAS, after duly considering the Blight Report and Redevelopment Plan, at its November 17, 2020, meeting the Authority approved a recommendation of the Blight Report by a vote of 4 to 0, and approved the Redevelopment Plan by a vote of 3 to 0, with one abstention; and

WHEREAS, the Redevelopment Plan was presented to the Planning and Zoning Commission on November 19, 2020, which voted to recommend approval of the Redevelopment Plan 9 to 0; and

WHEREAS, City Council held a public hearing on November 30, 2020, for which notice was properly given in accordance with the law, and all interested parties were given the opportunity to be heard.

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

Section 1 – It is hereby found, determined, and declared that the West Sunset Street Public Housing Redevelopment Area (the "Area"), which is more particularly described in the Blight Report, which is attached hereto as "Exhibit 1" and incorporated herein by this reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the Area is therefore blighted. It is further found that this is an area that is appropriate for the undertaking of a redevelopment project in conformance with the Redevelopment Plan described in "Exhibit 2."

Section 2 – The Redevelopment Plan described in "Exhibit 2," which is attached hereto and incorporated herein by this reference, is hereby found to be a feasible and reasonable plan for the redevelopment of the Area and is in conformity with the general plan for development of the City and is an appropriate plan for the clearance, reconstruction, rehabilitation and renewal of the entire Area, and for future land uses. The Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo, and is hereby adopted by City Council.

Section 3 – The City Manager or designee is authorized to enter into an agreement in substantial conformance to "Exhibit 3," which is attached hereto and incorporated herein by this reference, and to take such further action as may be required of the City to comply with the Workable 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- 288

FILED: 11-24-20

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To approve a redevelopment plan submitted by Keystone Family Homes, LP, for the West Sunset Street Public Housing Redevelopment Area, which consists of approximately 2.18 acres generally located on the south side of the intersection of West Edgewood Street and South Grant Avenue, and the north side of the 800-900 blocks of West Sunset Street; declare the Area to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial on the basis of blight.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority ("LCRA") may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted.

Keystone Family Homes, LP, has submitted a blight report and redevelopment plan for the proposed West Sunset Street Public Housing Redevelopment Area. The Area consists of , four parcels (2.18 acres) generally located along the south side of the intersection of West Edgewood Street and South Grant Avenue, and along the north side of the 800-900 blocks of West Sunset Street, which comprise approximately 2.18 acres and contain nine residential duplexes that were constructed in 1981 as public housing for eligible low-income tenants.

This Ordinance will approve three things – a finding of blight, approval of a redevelopment plan and authorization of an agreement between the City and the developer regarding the redevelopment and provision of property tax abatement.

Blight Study

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, 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.

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes.

The Report claims the presence of these conditions hinders the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare. Staff reviewed the Blight Report and concluded that it does not sufficiently demonstrate that the Redevelopment Area qualifies as a blighted area. The definition of a blighted area suggests such area must exhibit a predominance of blighting conditions in its present condition and use. Staff finds that the based on the evidence presented in the Blight Report, most of the property deficiencies appear to be relatively minor and attributable to deferred maintenance.

The Blight Report states that no significant comprehensive renovation of the structures in the Redevelopment Area has occurred. Several needed upgrades are noted (essentially a listing of the planned renovations) but no detail about the current conditions of these building systems are provided other than the age. Several of the conditions noted are typical of older structures, such as electrical wiring not meeting current code requirements; replacement of doors, windows, and flooring is needed; and furnaces and water heaters are old and not energy efficient. For “factors which endanger life or property by fire and other causes,” the Blight Report notes that additional smoke detectors and CO2 detectors need to be placed in the units to meet current code. These are inexpensive fixtures and Staff does not consider this adequate to rise to the level of a blighting factor. Finally, the photos provided in the blight report show older structures in fair condition. Staff does not believe the blight report provides evidence that the condition of the property “retards the provision of housing accommodations” (since the properties have been continuously occupied since construction) or that the condition of the property “constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.”

In conclusion, the Blight Report fails to provide adequate evidence of a predominance of blighting factors and fails to connect these conditions with the negative outcomes required to meet the statutory blight definition.

Redevelopment Plan

The Redevelopment Plan proposes to completely rehabilitate the apartment buildings both inside and out, as well as make various site renovations. Improvements include, among others, replacement of doors, windows, roofing and siding; upgrades to electrical, plumbing, and mechanical systems; and modifications for ADA-accessibility. The site will maintain the same number of dwelling units following completion.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole.

1. The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive* Plan indicates the land within and surrounding the Redevelopment Area is designated for Medium- or High-Density Residential Housing. This land use designation includes all types of multi-family residential housing with densities greater than six dwelling units per acre. The Plan recommends this type of land use be located where there is good traffic access, preferably along arterials and collectors. It also recommends that it be located between low-density housing and non-residential land uses, as well as near high-amenity areas.
   The Redevelopment Area is currently zoned R-TH with a housing density of approximately 8.26 dwelling units per acre. The Area is also located along West Sunset Street (secondary arterial) and South Grant Avenue (collector street), as well as adjacent to the South Creek Greenway Trail.

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

3. Many of the planning principles, objectives, and recommendations discussed in the *Neighborhoods Element* of the *Springfield-Greene County Comprehensive Plan* are focused on promoting continuous reinvestment and preservation of housing within established neighborhoods, eliminating blight, and encouraging a variety of housing types including single-family detached, townhouses, and apartments. The *Neighborhoods Element* also recommends the City continue to utilize programs and funding sources to help meet the housing needs of low-and moderate-income families and individuals. Such programs are helpful in maintaining the housing stock and provide a “safety net” for individuals in need in the neighborhoods.
   The Redevelopment Plan conforms with these recommendations by proposing to rehabilitate existing low-income public housing development located within Mark Twain Neighborhood. In addition to improving and maintaining much needed low-income housing for years to come, the proposed rehabilitation will benefit the surrounding neighborhood by addressing blighting conditions, the impacts of which can extend beyond the boundaries of the Redevelopment Area.

<u>Economic Development Incentives Policy</u>

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*. Those policies are provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the *City of Springfield Comprehensive Plan*.

2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS: The LCRA reviewed the Redevelopment Plan on November 17, 2020 and recommended the Redevelopment Plan be approved by a vote of 3 to 0 with 1 abstention. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on November 19, 2020 and recommended approval by a vote of 9 to 0. Staff is supportive of the Redevelopment Plan; however, it recommends denial on the basis that the Redevelopment Area does not meet the definition of a blighted area, as evidenced in the blight report.

Submitted by:

Matt D. Schaefer, AICP
Senior Planner

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit 1

DATA AND ANALYSIS OF CONDITIONS
REPRESENTING A "BLIGHTED AREA"

FOR THE

WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

OCTOBER 13, 2020 (UPDATED)







DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

October 13, 2020

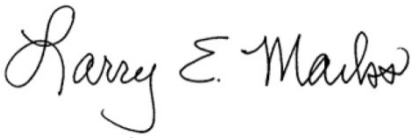
To Whom It May Concern:

Reference is made to the accompanying "Data and Analysis of Conditions Representing a 'Blighted Area' for the West Sunset Street Public Housing Redevelopment Area" in Springfield, Missouri prepared by the undersigned.

Please be advised that, based upon the results of the above referenced study, the undersigned has determined that the area described in the study (the "Redevelopment Area") is a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statutes, as amended.

The Redevelopment Area suffers from a multitude of physical, social, and economic deficiencies including insanitary or unsafe conditions, deterioration of improvements, factors which endanger life or property by fire and other causes, and these conditions are conducive to retardation of the provision of housing accommodations, economic liability, social liability, and are a menace to the public health, safety, morals or welfare.

DEVELOPMENT STRATEGIES, INC.
Real Estate, Community and Economic Development Consultants



Larry Marks, AIA, AICP
Principal

TABLE OF CONTENTS

1.0 INTRODUCTION 1

- STUDY AREA 1
- EXISTING DEVELOPMENT 2
- EXISTING ZONING 2
- NEIGHBORING DEVELOPMENT 2
- DATA GATHERING METHODOLOGY 2

2.0 SUMMARY AND CONCLUSIONS 3

- SUMMARY 3
- FINDING OF BLIGHT 5

3.0 BLIGHTING FACTORS 6

- INSANITARY OR UNSAFE CONDITIONS 6
- DETERIORATION OF IMPROVEMENTS 7
- FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES 7
- RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS 8
- ECONOMIC LIABILITY 8
- SOCIAL LIABILITY 9
- MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE 9

EXHIBITS

- AERIAL PHOTOGRAPH 1
- FLOOD RISK 6

APPENDIX

- PHOTOGRAPHS OF BLIGHTING CONDITIONS ..... A
- LEGAL DESCRIPTION ..... B

1.0 INTRODUCTION

STUDY AREA

Development Strategies was tasked with a study of the West Sunset Street Public Housing Redevelopment Area (the "Redevelopment Area" or "Area"), which is located in the central portion of Springfield, Missouri (the "City"). The Redevelopment Area is comprised of four parcels -- Parcel Number 1802101004 (2628 and 2630 S. Grant Avenue), Parcel Number 1802103019 (915 and 917 W. Sunset Street), Parcel Number 1802103032 (714-738 W. Edgewood Street), Parcel Number 1802103033 (809-825 W. Sunset Street), and portions of W. Sunset Street and S. Grant Avenue. The Area contains approximately 2.19 acres, exclusive of public rights-of-way (see ***Aerial Photograph*** of Redevelopment Area).



W EDGEWOOD/W SUNSET/ S GRANT
SPRINGFIELD BLIGHT STUDY
2628 S Grant Ave, 915-917 W Sunset Ave, 714-738 W Edgewood St, 809-825 S Sunset St
Springfield, Greene County, Missouri 65807

DEVELOPMENTSTRATEGIES®
October 2020

EXISTING DEVELOPMENT

The four parcels comprising the Redevelopment Area contain a total of 9 duplex buildings with a total of 18 residential units.

EXISTING ZONING

The Redevelopment Area is zoned R-HD (High-Density Multifamily Residential District). The existing residential develop is a legal conforming use.

.

NEIGHBORING DEVELOPMENT

The Redevelopment Area is predominantly surrounded on all sides by single family and multi-family residential development.

DATA GATHERING METHODOLOGY

This study of the Redevelopment Area has been conducted and complies with the specific requirements of Section 99.320(3), as amended.

In addition to Development Strategies independent research, information was provided by the proposed developer BGC Advantage, as well as the following sources:

- Appraisals of all Keystone Homes properties prepared by the Gill Group
- Oke-Thomas +Associates architects
- The Snyder Construction Group
- Phase II site environmental studies by Spectrum Environmental, Inc.
- Asbestos inspections provided by Security Storage Service, Inc.
- Crime reports provided by the Springfield Police Department

A site visit was also conducted during October, 2020. Photographs from this visit are contained in Appendix A.

2.0 SUMMARY AND CONCLUSIONS

SUMMARY

This document undertakes, first, to identify those particular factors that might constitute and contribute to an overall, area-wide blighted condition and then, second, to make an objective determination whether or not those factors in aggregate justify a finding that the Redevelopment Area is blighted pursuant to Section 99.320(3), RSMo, which defines a blighted area as one that:

> *… 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[.]*

Based on the research conducted by Development Strategies' staff, and information obtained from various records of the City of Springfield and the developer (BGC Advantage), the Redevelopment Area is "blighted" by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare. Key factors in reaching this determination of blight are summarized below and described in greater detail in the following sections of this report.

Insanitary or Unsafe Conditions

Moderate Flood Risk – Portions of the Redevelopment Area along W. Sunset Street are within the moderate risk (500-year floodplain) and adjacent to the 100-year floodplain of South Creek, which creates a concern about access and isolation of these units when flooding occurs.

Deterioration of Site Improvements

Thirty-five years of age is generally used as criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. As a result of age the apartments systems are at are near the end of their useful life and need replacement.

Needed improvements include:

- Exterior apartment buildings deficiencies – Siding that needs to be removed and replaced for all units, roofing shingles that need to be removed and replaced, windows that need to be replaced, and lack of adequate lighting at the front and rear of all units.

- Interior apartment units deficiencies – Electrical wiring that is not up to current code requirements, deteriorated flooring that needs to be replaced, interior doors and hardware that needs to be replaced, walls that need to be repaired and painted, insulation added to attics to provide adequate energy efficiency and comfort, new appliances (washer, dryer, and water heater) in all units to replace old and inefficient appliances, new furnaces and condensing units for all units to replace old and inefficient units, and the provision of broadband infrastructure currently missing for all units.

Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

- Lack of adequate fire detectors in units
- Lack of adequate CO2 detectors in units

Retardation of Provision of Housing Accommodations

- Need to retain essential affordable housing

Economic Liability

- It is essential to provide comprehensive reinvestment to sustain viability of apartment complex and economic viability of neighborhood,
- Need to overcome inability to pay reasonable taxes

Social Liability

- Need to enhance tax generation to provide social services for City of Springfield, Greene County, and other taxing jurisdictions
- Lack of essential broadband access

Menace to the Public Health, Safety, Morals, or Welfare

- Need to provide code compliant fire and CO2 detectors in residential units

FINDING OF BLIGHT

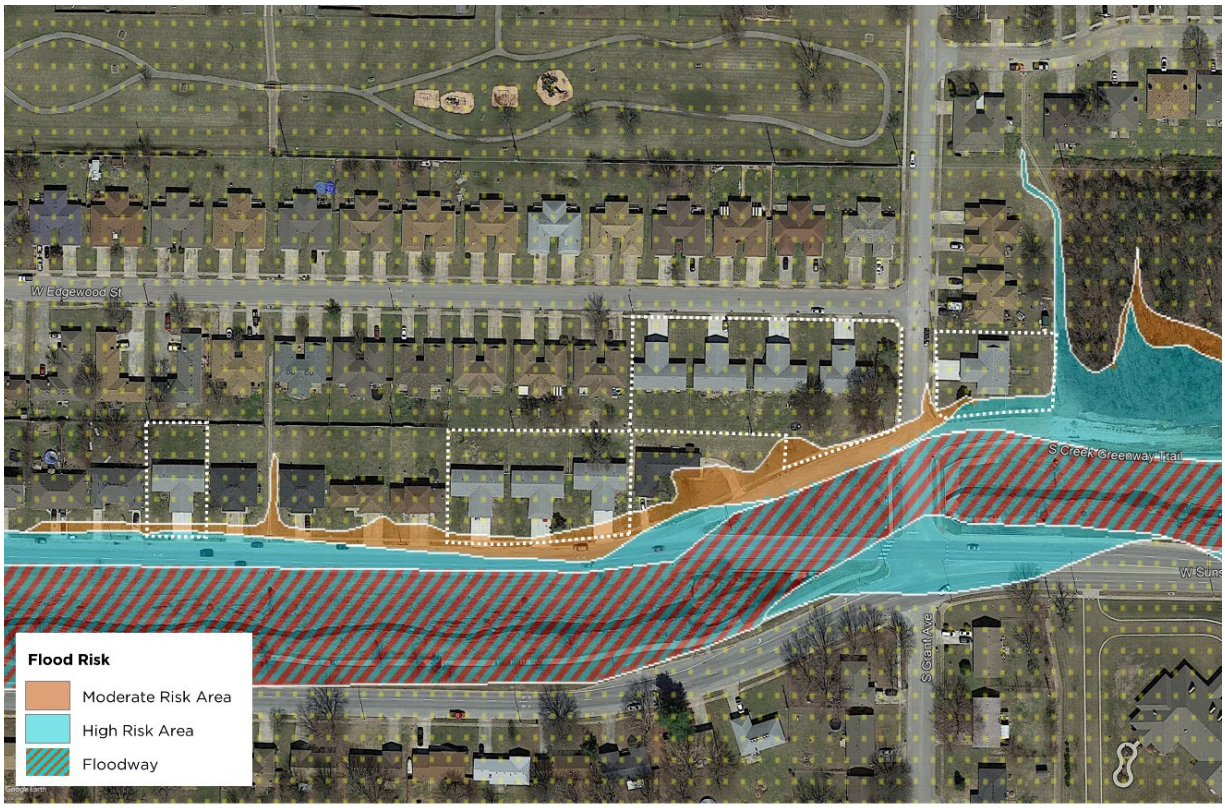
As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

3.0 BLIGHTING FACTORS

As described below, the Redevelopment Area suffers from insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

INSANITARY OR UNSAFE CONDITIONS

Flood Risk – As indicated on the map below, portions of the Redevelopment Area are within the moderate risk flood area of South Creek. While this area is beyond the traditional 100-year area, it still is an area of concern that could hamper access to the residential units.



W EDGEWOOD/W SUNSET/ S GRANT
SPRINGFIELD BLIGHT STUDY
2628 S Grant Ave, 915-917 W Sunset Ave, 714-738 W Edgewood St, 809-825 S Sunset St
Springfield, Greene County, Missouri 65807

DEVELOPMENTSTRATEGIES®
October 2020

DETERIORATION OF IMPROVEMENTS

Building Improvements -- Although the age of a building does not automatically constitute a blighted condition, older structures, unless well maintained and updated regularly, tend to have problems with their electrical and mechanical systems, and often suffer from deferred maintenance, functional obsolescence, and gradual overall deterioration. Such is the case in the Redevelopment Area. The current structures were built in 1982, making them older than 35 years old, which is generally used as criteria for identifying older buildings that are likely to experience electrical and mechanical problems, and a tendency for gradual overall deterioration. While the Housing Authority has maintained the existing units, no significant comprehensive renovation has occurred for nearly forty years. As a result, a number of building items are at or near their useful life. Based on an analysis by Oke-Thomas + Associates architects, the following improvements need to be addressed:

Building Exteriors:

- All exterior siding needs to be removed and replaced
- Roof shingles need to be replaced
- All existing windows need to be replaced
- New wall mounted lighting needs to be added at the front and back of all units to provide safety and security.

Building Interiors:

- Electrical wiring in units does not meet current code standards and needs to be upgraded.
- Existing flooring in all units needs to be replaced
- All existing interior doors need to be replaced with new hardware added
- Existing insulation is inadequate and provide with R-43 insulation in all attics
- Interior walls need to repaired and painted
- For all units, existing washers and dryers are old and are not energy sufficient and need to be replaced with new energy efficient appliances
- For all units, existing water heaters are old and are not energy efficient and need to be replaced
- For all units, existing split system furnaces and condensing units are old and not energy efficient and need to be replaced
- Broadband infrastructure is missing and needs to be provided with for each dwelling unit consistent with the Federal Communication's requirements

FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Lack of Adequate Fire Warning system – Based on an inspection by Oke-Thomas + Associates architects, the smoke detectors in each residential unit are not up to current codes. There is a lack of detectors associated with bedrooms and electrical wiring for detectors needs to be upgraded. The lack of adequate detectors with battery backup creates a situation where a fire can get out of control before someone can catch a fire in its early stage.

Lack of Adequate CO2 Detectors – CO2 can be difficult to detect and potentially deadly. Existing units need to be brought up to code for this type of detectors.

RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS

Provision of Essential Affordable Housing -- The residential units currently available in the Redevelopment Area provide essential affordable housing that is badly needed and in short supply in the City of Springfield. However, without addressing the blighting factors discussed in this report the provision of this essential affordable housing is questioned.

ECONOMIC LIABILITY

Need for Substantial Reinvestment -- As a result of the blighting factors previously discussed, the Redevelopment Area constitutes an economic liability. The City of Springfield that must rely on continued revitalization and reinvestment in its existing buildings and neighborhoods. The Redevelopment Area is at a point in its life cycle where significant reinvestment is need for the apartments to provide sustained viability. Without this investment the economic viability of the surrounding neighborhood will be negatively impacted.

Inability to Pay Reasonable Taxes -- The residential units in the Redevelopment Area are currently owned by the Housing Authority of the City of Springfield. As a result, the property is tax exempt. There is currently a PILOT agreement with the City of Springfield, Greene County, Springfield R12 Schools, Springfield Workshop, OTC and the Collector of Revenue that generates over $3,100 which is significantly below what real estate taxes would be if the property were fully assessed (currently estimated at least more than $6,200 per an appraisal conducted by the Gill Group). However, when improvements are made it could be anticipated that the taxes per unit would be significantly higher. Eliminating the blight in the Redevelopment Area would represent an investment that could allow new private ownership to pay reasonable taxes, if and when any agreed on incentives cease.

SOCIAL LIABILITY

The Redevelopment Area has also become a social liability, by virtue of the previously discussed blighting factors and the following consideration.

Lack of Adequate Tax Generation for Public Services – As a result of the non-profit taxing status of the Springfield Housing Authority, the taxes available to support badly needed public services (such as schools, libraries, health services, police and fire protection, etc.) for the City of Springfield, Greene County, and other taxing districts, are diminished compared to similar projects that are privately owned.

Lack of Broadband Access – None of the existing units currently have access to broadband infrastructure within their units. This lack of service is hampering the ability of tenants to access essential information and services necessary for daily life.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE

As a result of the previously discussed blighting factors, the Redevelopment Area has also become a menace to the public health, safety, morals, or welfare resulting from:

- The lack of current code compliant fire and CO2 detectors for residential units

APPENDIX A

PHOTOGRAPHS OF BLIGHTING CONDITIONS

View of typical duplex, with dated siding and lack of landscaping



View of stained parking in carport area



View of dated building exterior



View of dated exterior on rear of buildings



View of lack of landscaping and shade trees in rear years



View of worn chain link fence



View of worn pavement and sidewalk conditions



View of worn pavement and sidewalk conditions



View of worn chain link fence and gate



APPENDIX B

LEGAL DESCRIPTION OF WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description: TRACT III: (714, 716, 722, 724, 730, 732, 736, 738 W. Edgewood) ALL OF LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), MARDENA HILLS SOUTH SECOND ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. AND ALL OF LOT TWENTY-NINE (29) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. TRACT IV: (2628 & 2630 S. Grant Ave) ALL OF LOT THIRTY (30) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. TRACT V: (809, 811, 815, 817, 823, 825, 915, 917 W. Sunset) ALL OF LOTS TWENTY (20), TWENTY-FIVE (25), TWENTY-SIX (26), AND TWENTY-SEVEN (27), MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. TRACT VI: (1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E. High St.) ALL OF LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), FINAL PLAT FREMONT-HIGH ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. Addresses: 714, 716, 722, 724, 730, 732, 736, 738 West Edgewood, Springfield, MO 65807 2628, 2630 S Grant Ave. Springfield, MO 65807 1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E High St., Springfield, MO 65803 809, 811, 815, 817, 823, 825, 915, 917 West Sunset, Springfield, MO 65807

Exhibit 2

REDEVELOPMENT PLAN

FOR WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

SPRINGFIELD, MISSOURI

October 15, 2020

Redevelopment Plan

I. Introduction:

BGC Advantage, LLC, ("BGC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Keystone Family Homes, LP. The sites below have been combined and will be financed together in order to make the project financially feasible. There will be 5 units demolished at the Bolivar Road site. The overall project being financed is 297 units. Total development costs, total units, and total funds are impacted by all of the Redevelopment Plans.

SITE NAME	ADDRESS	NO. OF UNITS
Glenwood Apartments	722 E Glenwood	33
Scattered Apartments	1633, 1635, 1639, 1641, 1643, 1645 North Delaware	32
	714, 716, 722, 724, 730, 732, 736, 738 West Edgewood	
	2628, 2630 S Grant Ave.	
	1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E High St	
	809, 811, 815, 817, 823, 825, 915, 917 West Sunset	
Circles Apartments	1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware	20
	405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct	
Dogwood Square Apartments	800 Block S. Campbell	24
	800 Block S. Patton	
	300 Block W. Madison	
Cedarbrook Apartments	811 N. Cedarbrook Ave	80
Villa Marie/Norton Road Apartments	1000 Block E Villa Marie / Norton Rd.	32
Bolivar Road Apartments	2336 N Bolivar Rd & house located at 2301 N Fort	81
	TOTAL UNITS 302	

Keystone Family Homes, LP, a Missouri limited liability company (the "***Developer***"), has prepared the following plan (the "***Redevelopment Plan***") for the redevelopment of about 2.3 acres in Springfield, Missouri. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area built in 1982 and replacing it with an attractive and well-constructed neighborhood development consisting of 18 residential units (the "***Project***"). The Development located at West Edgewood/ West Sunset/ South Grant Street, Springfield, Missouri, will include 9 buildings that serve as a part of an apartment complex and consists of 18 units, with the following breakdown: 9-two bedroom units and 9-three bedroom units. The project will serve very low income families with rents based on the residents paying no more than 30% of their adjusted income. The rents will be set by the US Department of Housing and Urban Development ("HUD"). These will be restricted and will have a contract for project based vouchers as follows:

Rents for Apartments located on West Edgewood/ West Sunset/ South Grant and a Part of Scattered Apartments		
9	2 BR – RAD	$656
9	3 BR – RAD	$820

The project will have the appearance of low rise multi family structures through thoughtful design that considers the character of the existing neighborhood. The property is made up of one-story homes. The Project will provide housing for 18 families. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $1.59 million of the total development cost for this project to redevelop the site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are 9 residential buildings in the Redevelopment Area. The development was built by HAS. Keystone Family Homes, LP, will acquire the property with HUD's approval. The project will be renovated if approved by HUD for a Redevelopment through the Rental Assistance Demonstration Program ("RAD").

A. RAD

RAD was created in order to give Public Housing Authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $26 billion nationwide backlog of deferred physical needs. RAD also gives public housing authorities the opportunity to enter into long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to **leverage public and private debt and equity in order to reinvest in the public housing stock**. This is critical given the backlog of public housing capital needs - estimated at over $35 billion. There is an estimated $18,281,762 total of physical needs at Keystone Family Homes of which includes apartments located on West Edgewood/ West Sunset/ South Grant and a part of Scattered Apartments. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. **This ensures that the units remain permanently affordable to low-income households**. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, **maintain the same basic rights** as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD **maintains the ongoing public stewardship** of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. HAS will continue to own the ground and lease it to the Partnership. The HAS's nonprofit, Breckenridge Development Services, Inc. is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, **relying on shifting existing levels of public housing funds to the Section 8 accounts** as properties convert.

B. PILOT and PRIVATE INVESTMENT

HAS has had a cooperation agreement that allowed for a Payment in Lieu of Taxes (PILOT); however, in order to leverage the private investment to the property, HAS must take several actions

to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day to day operation of the business. With this structure, HAS units remain earmarked for affordable housing, with layer funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the PILOT to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. The organizational structure is such that net cash flow generated will be available primarily to HAS. The project is now in need of the tax abatement assistance through the LCRA to keep the rents low and make the project financially feasible.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains estimated 2.3 acres and is situated on West Edgewood/ West Sunset/ South Grant Street, in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which analysis is based on four indicators: (a) the population statistics show that the lower income cohort is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's LMISD data and the number of foreclosed and vacant housing units, there is an increasing need for decent affordable housing. This is expected to grow at a moderate increase for the next 5 years of over 4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place

and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Brendan Griesemer, AICP, on February 10, 2020. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five Year Plan and Annual Plan and PHA Certifications of Compliance with the PHA Plans and related regulations.

ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2019-2020 Plan outlines the need for RAD and the investment need for rehabilitation at the apartments located on West Edgewood/ West Sunset/ South Grant as a part of West Sunset Street Public Housing Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will facilitate the investment of an estimated $12,608,775 of equity into the project with a total development costs of $43 million. The sources of funding include:

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. Type or clearly print the following information:)

Applicant Name:	The Housing Authority of Springfield	
Project Name:	Bolivar Road Apartments &	Glenwood Apartments
Location of the Project:	2336 N Bolivar Road	722 E Glenwood Street
	Springfield , MO	Springfield, MO
Name of the Federal Program to which the applicant is applying:	Low Income Housing Tax Credits	

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health – especially considering the fact that the apartments located on West Edgewood/ West Sunset/ South Grant as a part of Scattered Apartments Public Housing serve a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Redevelopment Area diminish the public morale and welfare with respect to the perception of this portion of the City.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all of the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable as a way to provide housing to the very low income.

Due to the condition of the units in the Redevelopment Area, substantial capital investment

will be necessary to rehabilitate the structures and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The units will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunity for the City. If the apartments located in West Sunset Street Public Housing Redevelopment Area are not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. In order to have safe, sanitary, livable units, blight must be removed and the area redeveloped as affordable housing serving the very low income. The Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and Section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a neighborhood consisting of 18 residential units. The bedroom mix and rents are:

Rents for Apartments located on West Edgewood/ West Sunset/ South Grant and a Part of Scattered Apartments		
9	2 BR – RAD	$656
9	3 BR – RAD	$820

Each building has a unit dedicated to a family dwelling. The appearance of the structures through thoughtful redesign and preservation is key. In total, the project will accommodate up to approximately 18 families. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. There will be front door and back door lights at every unit. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping, architectural/design elements and will incorporate updated design features such as a front porch columns.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of 9 dwelling buildings on about 2.3 acres. The development was built in 1982.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a rehabilitated neighborhood consisting of 18 residential units (9 – 2BR and 9 – 3BR). The land will remain the same.

All the living space will be on the ground floor. There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. The sidewalks and streets will be updated so units to the extent feasible will be visitable. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit “C” and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is zoned R-TH, Residential Townhouse District. The subject is a legal, conforming use. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

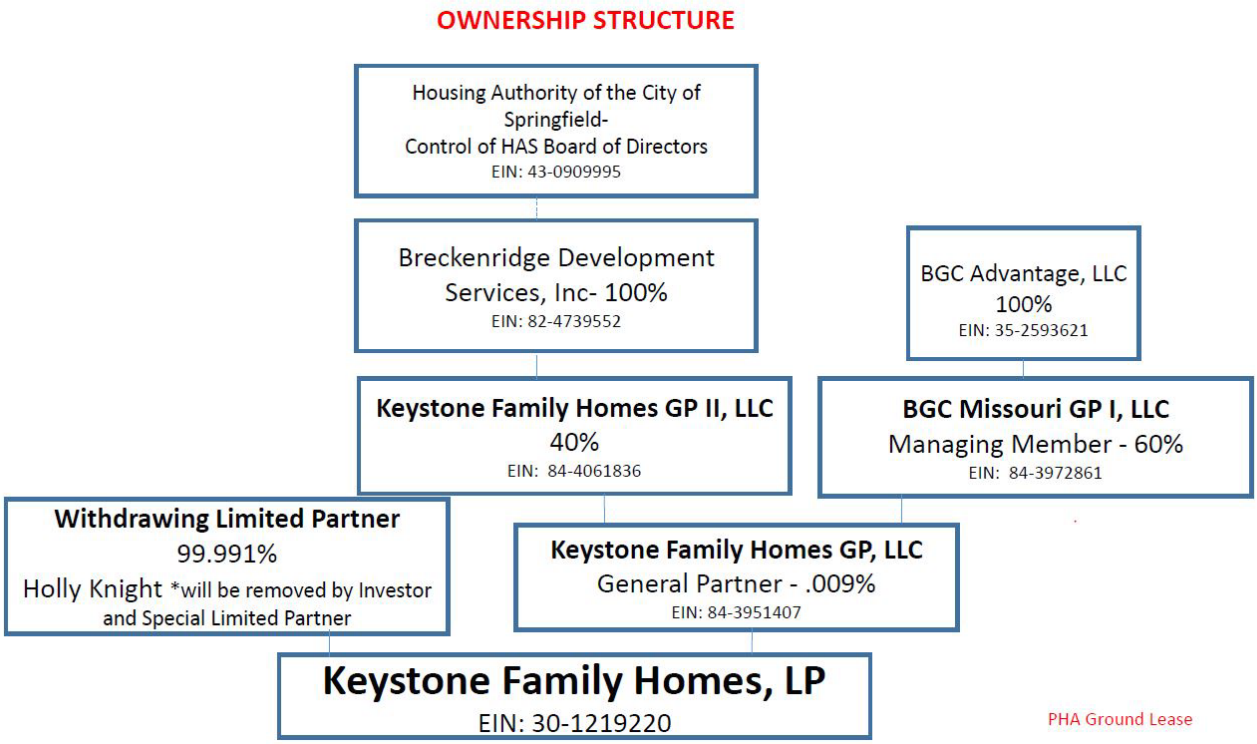
V. Execution of the Project:

A. Execution

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

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. See sources and uses below for the entire Keystone Family Homes project, as well as Exhibit "E" attached which includes the Development Budget and Sources of Funds for apartments located in the West Sunset Street Public Housing Redevelopment Area.

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	-
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	-
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

D. Disposition of Property

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

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Keystone project has accumulated approximately 80 vacant units across the sites. Families will be relocated within the public housing/Keystone sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's

approved relocation plan)

F. Redevelopment Schedule and Estimated Dates of Completion

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

- Pre-Construction (Inspections/Permits): Completed by December 2020
- Rehabilitation of units: Completed by November 2022
- Re-occupancy of site and new lease up completed by December 2022

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the "Code") the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and

attractive neighborhood providing housing for 18 families that are at or below 60% Area Median income that eliminates existing blight would not be feasible. Exhibit "F" contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project using the Net Operating Income Approach. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, while the tax revenue over the next 10 years would be reduced by approximately $40,552 the affected taxing jurisdictions would see a net positive impact of $4,448 in the cumulative receipt of property tax revenue over the next 10 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also in compliance with HUD, MHDC, and the HAS Public Housing Annual and 5 Year Plan. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Prior to application for Certificate of Qualification for Tax Abatement (the "Certificate") issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall at a minimum address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 18 housing units on about a 2.3-acre site. In total, the Project will provide housing for 18 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns.

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Exhibit A

MAP OF REDEVELOPMENT AREA – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA



Exhibit B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description:

TRACT III: (714, 716, 722, 724, 730, 732, 736, 738 W. Edgewood)
ALL OF LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), MARDENA HILLS SOUTH SECOND ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
AND
ALL OF LOT TWENTY-NINE (29) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
TRACT IV: (2628 & 2630 S. Grant Ave)
ALL OF LOT THIRTY (30) MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
TRACT V: (809, 811, 815, 817, 823, 825, 915, 917 W. Sunset)
ALL OF LOTS TWENTY (20), TWENTY-FIVE (25), TWENTY-SIX (26), AND TWENTY-SEVEN (27), MARDENA HILLS SOUTH THIRD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
TRACT VI: (1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E. High St.)
ALL OF LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), FINAL PLAT FREMONT-HIGH ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

714, 716, 722, 724, 730, 732, 736, 738 West Edgewood, Springfield, MO 65807
2628, 2630 S Grant Ave. Springfield, MO 65807
1405, 1407, 1411, 1413, 1417, 1419, 1423, 1425 E High St., Springfield, MO 65803
809, 811, 815, 817, 823, 825, 915, 917 West Sunset, Springfield, MO 65807

Exhibit C

SITE PLAN – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

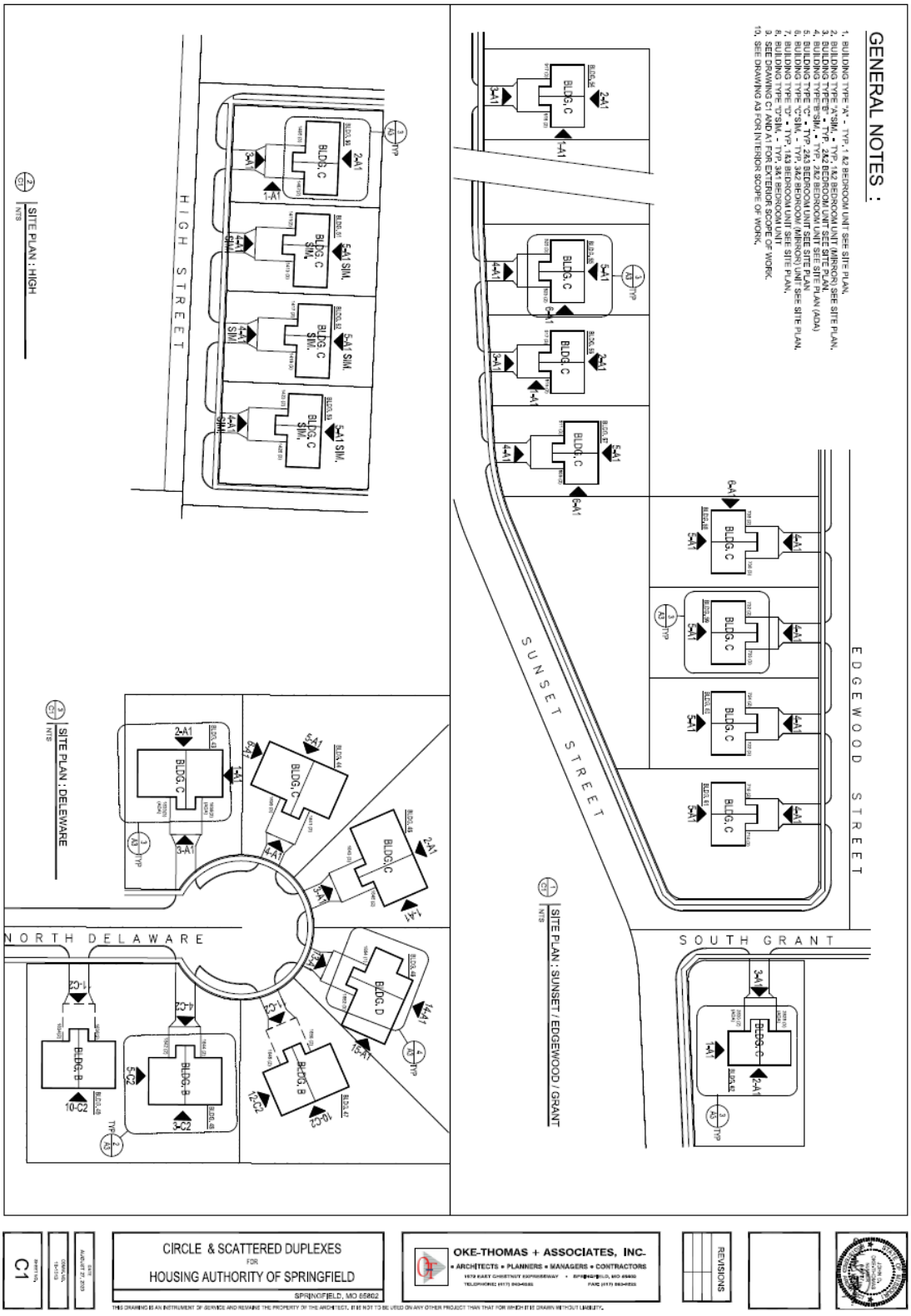
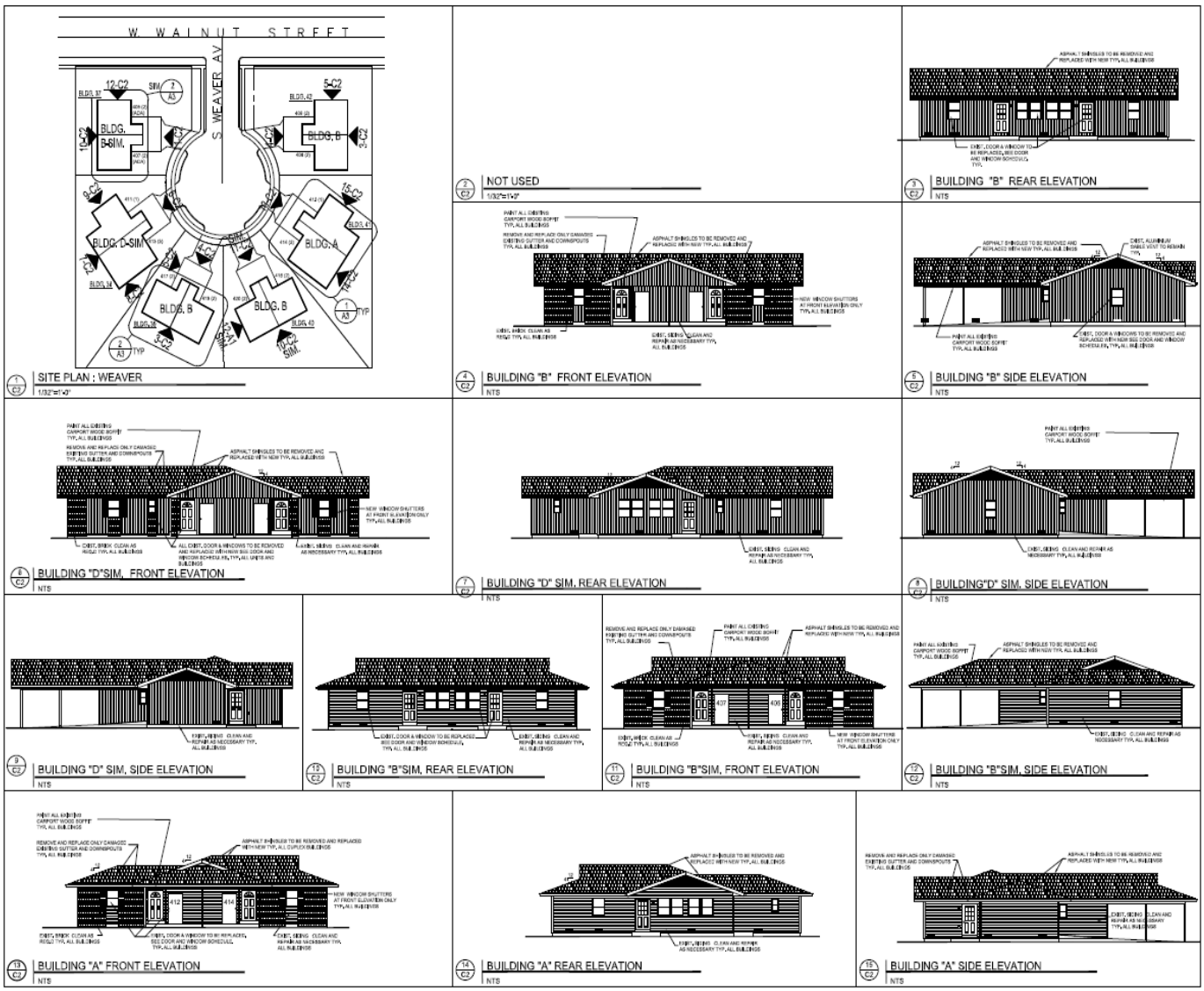
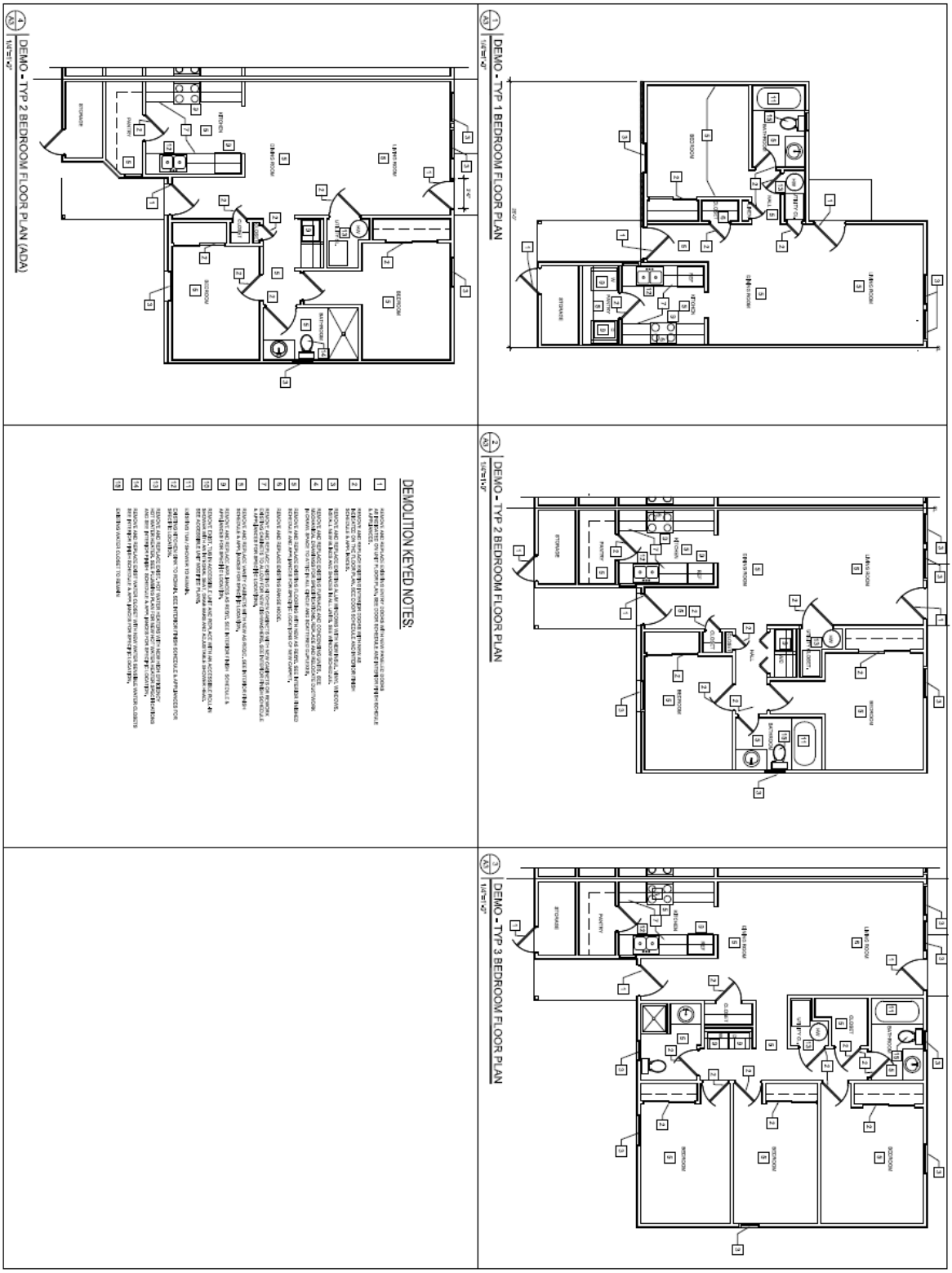


Exhibit D

SITE LAYOUT AND DESIGN – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA





A2

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1970 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE (417) 862-0303 FAX2 (417) 862-0333

REVISIONS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

A3

CIRCLE & SCATTERED DUPLEXES
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS

REVISIONS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

Exhibit E

TAX IMPACT ANALYSIS – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

[Please see attached]

West Sunset Street

Tax Impact Analysis for 2600 Block of S Grant, 700 Block of W Edgewood and 800/900 Block of W Sunset

City of Springfield, MO
10/28/20 v2

West Sunset Street
2020 Real Estate Assessment & Taxes

600 Block of S Grant, 700 Block of W Edgewood and 800/900 Block of W Sunset

Current Assessment Ratio 19%

	Appraised*	Assessed
Land	$ -	$ -
Improvements	$ 502,174	
Total	$ 502,174	

Jurisdiction	**Tax**	**Levy per $100**
State of Missouri		0.0300
County General Revenue		0.1248
County Road and Bridge		0.1248
County Sheltered Workshop		0.0467
County Library		0.2434
OTC College		0.1996
Springfield R12 Schools		4.2727
City of Springfield		0.6196
Senior District		0.0493
	$ -	5.7109

* Per Tax Assessor Estimate Using 2019 Actual NOI Valuation with 7.0% Cap Rate

West Sunset Street
Tax Impact Analysis - Assessment Assumptions

	2020					
	Appraised			Assessed		
Property	Land	Improvements	Total	Land	Improvements	Total
600 Block of S Grant, 700 Block of W Edgewood and 800/900 Block of W Sunset	$ -	$ 502,174	$ 502,174	$ -	$ 95,413	$ 95,413
Totals	$ -	$ 502,174	$ 502,174	$ -	$ 95,413	$ 95,413

		Redevelopment Estimate					
		Appraised *			Assessed		
	Property	Land	Improvements	Total	Land	Improvements	Total
Commercial		$ -		$ -	$ -	$ -	$ -
Residential							
West Sunset Street			$ 854,146	$ 854,146	$ -	$ 162,288	$ 162,288
	Totals	$ -	$ 854,146	$ 854,146	$ -	$ 162,288	$ 162,288

Breakdown of Land/Improvement Values
Assessment Ratio (Commercial) 32%
Assessment Ratio (Residential) 19%

* Based on Net Income Valuation

West Sunset Street
Tax Impact Analysis
Projected Tax Without Redevelopment

Biennial Growth Rate Assumptions - Real Estate Taxes -1%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	95,413	95,413	28.62	119.08	119.08	44.56	232.24	190.44	4,076.71	591.18	47.04	-	5,448.94
2	2022	-	95,413	95,413	28.62	119.08	119.08	44.56	232.24	190.44	4,076.71	591.18	47.04	-	5,448.94
3	2023	-	94,459	94,459	28.34	117.88	117.88	44.11	229.91	188.54	4,035.95	585.27	46.57	-	5,394.45
4	2024	-	94,459	94,459	28.34	117.88	117.88	44.11	229.91	188.54	4,035.95	585.27	46.57	-	5,394.45
5	2025	-	93,514	93,514	28.05	116.71	116.71	43.67	227.61	186.65	3,995.59	579.41	46.10	-	5,340.51
6	2026	-	93,514	93,514	28.05	116.71	116.71	43.67	227.61	186.65	3,995.59	579.41	46.10	-	5,340.51
7	2027	-	92,579	92,579	27.77	115.54	115.54	43.23	225.34	184.79	3,955.63	573.62	45.64	-	5,287.11
8	2028	-	92,579	92,579	27.77	115.54	115.54	43.23	225.34	184.79	3,955.63	573.62	45.64	-	5,287.11
9	2029	-	91,653	91,653	27.50	114.38	114.38	42.80	223.08	182.94	3,916.08	567.88	45.19	-	5,234.23
10	2030	-	91,653	91,653	27.50	114.38	114.38	42.80	223.08	182.94	3,916.08	567.88	45.19	-	5,234.23
		Total			280.57	1,167.18	1,167.18	436.76	2,276.37	1,866.73	39,959.91	5,794.73	461.07	-	53,410.50

West Sunset Street
Tax Impact Analysis
Projected Tax Revenue With Redevelopment but Without Abatement

Biennial Growth Rate Assumptions - Real Estate Taxes 3%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	162,288	162,288	48.69	202.54	202.54	75.79	395.01	323.93	6,934.06	1,005.53	80.01	-	9,268.09
2	2022	-	162,288	162,288	48.69	202.54	202.54	75.79	395.01	323.93	6,934.06	1,005.53	80.01	-	9,268.09
3	2023	-	167,156	167,156	50.15	208.61	208.61	78.06	406.86	333.64	7,142.09	1,035.70	82.41	-	9,546.13
4	2024	-	167,156	167,156	50.15	208.61	208.61	78.06	406.86	333.64	7,142.09	1,035.70	82.41	-	9,546.13
5	2025	-	172,171	172,171	51.65	214.87	214.87	80.40	419.06	343.65	7,356.35	1,066.77	84.88	-	9,832.51
6	2026	-	172,171	172,171	51.65	214.87	214.87	80.40	419.06	343.65	7,356.35	1,066.77	84.88	-	9,832.51
7	2027	-	177,336	177,336	53.20	221.32	221.32	82.82	431.64	353.96	7,577.04	1,098.77	87.43	-	10,127.49
8	2028	-	177,336	177,336	53.20	221.32	221.32	82.82	431.64	353.96	7,577.04	1,098.77	87.43	-	10,127.49
9	2029	-	182,656	182,656	54.80	227.95	227.95	85.30	444.59	364.58	7,804.35	1,131.74	90.05	-	10,431.31
10	2030	-	182,656	182,656	54.80	227.95	227.95	85.30	444.59	364.58	7,804.35	1,131.74	90.05	-	10,431.31
		Total			516.96	2,150.57	2,150.57	804.74	4,194.30	3,439.54	73,627.79	10,677.04	849.54	-	98,411.06

West Sunset Street
Tax Impact Analysis
Projected Tax Revenue With Redevelopment and Abatement

Annual Growth Rate Assumptions - Real Estate Taxes	3%
Estimated Abatement of Redevelopment Impact	100%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	95,413	95,413	28.62	119.08	119.08	44.56	232.24	190.44	4,076.71	591.18	47.04	-	5,448.94
2	2022	-	95,413	95,413	28.62	119.08	119.08	44.56	232.24	190.44	4,076.71	591.18	47.04	-	5,448.94
3	2023	-	98,275	98,275	29.48	122.65	122.65	45.89	239.20	196.16	4,199.02	608.91	48.45	-	5,612.41
4	2024	-	98,275	98,275	29.48	122.65	122.65	45.89	239.20	196.16	4,199.02	608.91	48.45	-	5,612.41
5	2025	-	101,224	101,224	30.37	126.33	126.33	47.27	246.38	202.04	4,324.99	627.18	49.90	-	5,780.79
6	2026	-	101,224	101,224	30.37	126.33	126.33	47.27	246.38	202.04	4,324.99	627.18	49.90	-	5,780.79
7	2027	-	104,260	104,260	31.28	130.12	130.12	48.69	253.77	208.10	4,454.74	646.00	51.40	-	5,954.21
8	2028	-	104,260	104,260	31.28	130.12	130.12	48.69	253.77	208.10	4,454.74	646.00	51.40	-	5,954.21
9	2029	-	107,388	107,388	32.22	134.02	134.02	50.15	261.38	214.35	4,588.38	665.38	52.94	-	6,132.83
10	2030	-	107,388	107,388	32.22	134.02	134.02	50.15	261.38	214.35	4,588.38	665.38	52.94	-	6,132.83
		Total			303.94	1,264.38	1,264.38	473.13	2,465.94	2,022.19	43,287.65	6,277.30	499.47	-	57,858.37

West Sunset Street
Tax Impact Analysis

Jurisdiction	Ten Year Tax Revenue: Without Redevelopment or Abatement	Ten Year Tax Revenue: With Redevelopment and Abatement	Impact on Jurisdiction
State of Missouri	$ 280.57	$ 303.94	$ 23.37
County General	$ 1,167.18	$ 1,264.38	$ 97.20
Road	$ 1,167.18	$ 1,264.38	$ 97.20
Co Dev Dis	$ 436.76	$ 473.13	$ 36.37
Library	$ 2,276.37	$ 2,465.94	$ 189.57
OCT College	$ 1,866.73	$ 2,022.19	$ 155.46
R12 Schools	$ 39,959.91	$ 43,287.65	$ 3,327.75
City of Springfield	$ 5,794.73	$ 6,277.30	$ 482.57
Senior District	$ 461.07	$ 499.47	$ 38.40
Commercial Sur Tax	$ -	$ -	$ -
Totals	$ 53,410.50	$ 57,858.37	$ 4,447.87

Ten Year
Project Trending

West Sunset Street

Percent Annual Adjustment:

2.00%	Income
3.00%	Expense
3.00%	Reserves
7.00%	Vacancy Rate
2.00%	Other Income

	Year One		Year Two		Year Three		Year Four	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	153,480	153,480	156,550	156,550	159,681	159,681	162,874	162,874
Gross Rental Income (Affordable Other)	-	-	-	-	-	-	-	-
Other Income	3,127	3,127	3,190	3,190	3,254	3,254	3,319	3,319
Subtotal Income	156,607	156,607	159,739	159,739	162,934	162,934	166,193	166,193
Less Vacancy	(10,963)	(10,963)	(11,182)	(11,182)	(11,405)	(11,405)	(11,634)	(11,634)
Total Income	145,645	145,645	148,558	148,558	151,529	151,529	154,559	154,559
Expenses								
Administrative	14,944	14,944	15,392	15,392	15,854	15,854	16,329	16,329
Asset Management Fee	7,282	7,282	7,501	7,501	7,726	7,726	7,958	7,958
Tenant Services	757	757	780	780	803	803	827	827
Utility Expense	8,875	8,875	9,141	9,141	9,415	9,415	9,698	9,698
Ordinary maintenance and Operations	26,664	26,664	27,464	27,464	28,288	28,288	29,136	29,136
Protective Services	3,500	3,500	3,605	3,605	3,713	3,713	3,825	3,825
Real Estate Taxes or PILOT	9,268	5,449	9,268	5,449	9,546	5,612	9,546	5,612
Property Insurance	4,761	4,761	4,904	4,904	5,051	5,051	5,203	5,203
Liability Insurance	1,504	1,504	1,549	1,549	1,595	1,595	1,643	1,643
Other General Expenses	2,000	2,000	2,060	2,060	2,122	2,122	2,185	2,185
Total Operating Expenses	79,555	75,735	81,941	77,844	84,399	80,179	86,931	82,416
Reserve for Replacements	6,300	6,300	6,489	6,489	6,684	6,684	6,884	6,884
TOTAL EXPENSES INCLUDING RESERVES	85,855	82,035	88,430	84,333	91,083	86,863	93,816	89,301
NET OPERATING INCOME	59,790	63,609	60,128	64,225	60,446	64,666	60,744	65,259
Less Debt Service - 1st Mort.	54,934	54,934	54,934	54,934	54,934	54,934	54,934	54,934
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	4,857	8,676	5,194	9,291	5,512	9,732	5,810	10,325
Loan to Value	77.44%	81.91%	78.12%	82.93%	78.80%	83.75%	79.45%	84.84%
Debt Coverag Ratio Bank Loan	1.09	1.16	1.09	1.17	1.10	1.18	1.11	1.19
Market Value	881,204	932,124	888,221	942,848	895,059	951,326	901,707	961,907

Ten Year
Project Trending West Sunset Street

	Year Five		Year Six		Year Seven		Year Eight	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	166,132	166,132	169,454	169,454	172,843	172,843	176,300	176,300
Gross Rental Income (Affordable Other)	-	-	-	-	-	-	-	-
Other Income	3,385	3,385	3,453	3,453	3,522	3,522	3,592	3,592
Subtotal Income	169,517	169,517	172,907	172,907	176,365	176,365	179,893	179,893
Less Vacancy	(11,866)	(11,866)	(12,103)	(12,103)	(12,346)	(12,346)	(12,592)	(12,592)
Total Income	157,651	157,651	160,804	160,804	164,020	164,020	167,300	167,300
Expenses								
Administrative	16,819	16,819	17,324	17,324	17,844	17,844	18,379	18,379
Asset Management Fee	8,196	8,196	8,442	8,442	8,695	8,695	8,956	8,956
Tenant Services	852	852	878	878	904	904	931	931
Utility Expense	9,989	9,989	10,288	10,288	10,597	10,597	10,915	10,915
Ordinary maintenance and Operations	30,010	30,010	30,911	30,911	31,838	31,838	32,793	32,793
Protective Services	3,939	3,939	4,057	4,057	4,179	4,179	4,305	4,305
Real Estate Taxes or PILOT	9,832	5,781	9,832	5,781	10,127	5,954	10,127	5,954
Property Insurance	5,359	5,359	5,520	5,520	5,685	5,685	5,856	5,856
Liability Insurance	1,692	1,692	1,743	1,743	1,795	1,795	1,849	1,849
Other General Expenses	2,251	2,251	2,319	2,319	2,388	2,388	2,460	2,460
Total Operating Expenses	89,539	84,889	92,226	87,262	94,992	89,880	97,842	92,398
Reserve for Replacements	7,091	7,091	7,303	7,303	7,523	7,523	7,748	7,748
TOTAL EXPENSES INCLUDING RESERVES	96,630	91,980	99,529	94,566	102,515	97,403	105,590	100,146
NET OPERATING INCOME	61,021	65,671	61,275	66,238	61,505	66,617	61,710	67,154
Less Debt Service - 1st Mort.	54,934	54,934	54,934	54,934	54,934	54,934	54,934	54,934
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	6,087	10,737	6,341	11,304	6,571	11,683	6,776	12,220
Loan to Value	80.17%	85.64%	80.79%	86.64%	81.40%	87.43%	81.98%	88.41%
Debt Coverag Ratio Bank Loan	1.11	1.20	1.12	1.21	1.12	1.21	1.12	1.22
Market Value	908,151	970,156	914,375	980,553	920,366	988,529	926,108	998,698

Ten Year
Project Trending West Sunset Street

	Year Nine		Year Ten	
	Projections	W/Abatement	Projections	W/Abatement
Income				
Gross Rental Income (RAD)	179,826	179,826	183,423	183,423
Gross Rental Income (Affordable Other)	-	-	-	-
Other Income	3,664	3,664	3,737	3,737
Subtotal Income	183,490	183,490	187,160	187,160
Less Vacancy	(12,844)	(12,844)	(13,101)	(13,101)
Total Income	170,646	170,646	174,059	174,059
Expenses				
Administrative	18,930	18,930	19,498	19,498
Asset Management Fee	9,225	9,225	9,502	9,502
Tenant Services	959	959	988	988
Utility Expense	11,242	11,242	11,579	11,579
Ordinary maintenance and Operations	33,777	33,777	34,790	34,790
Protective Services	4,434	4,434	4,567	4,567
Real Estate Taxes or PILOT	10,431	6,133	10,431	6,133
Property Insurance	6,031	6,031	6,212	6,212
Liability Insurance	1,905	1,905	1,962	1,962
Other General Expenses	2,534	2,534	2,610	2,610
Total Operating Expenses	100,777	95,170	103,801	97,841
Reserve for Replacements	7,981	7,981	8,220	8,220
TOTAL EXPENSES INCLUDING RESERVES	108,758	103,150	112,021	106,061
NET OPERATING INCOME	61,888	67,496	62,038	67,998
Less Debt Service - 1st Mort.	54,934	54,934	54,934	54,934
Less Debt Service - Other Amortizing	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	6,954	12,562	7,105	13,064
Loan to Value	82.55%	89.17%	83.08%	90.13%
Debt Coverag Ratio Bank Loan	1.13	1.23	1.13	1.24
Market Value	931,584	1,006,352	936,779	1,016,243

Loan Calculator with Extra Payments

	Enter Values	Instructions
Loan Amount	$1,139,000.00	
Annual Interest Rate	3.74%	
Loan Period in Years	40	Must be between 1 and 30 years.
Start Date of Loan	1/1/2021	
Optional Extra Payments		If your extra payments vary, enter them in the table below.

Scheduled Monthly Payment	$ 4,577.81	54,934	Annual Debt Service
Scheduled Number of Payments	480		
Actual Number of Payments	361		
Total Early Payments	$ -		
Total Interest	$ 966,730.25		

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2021	$ 1,139,000.00	$ 4,577.81	$ -	$ 4,577.81	$ 1,027.93	$ 3,549.88	$ 1,137,972.07
2	2/1/2021	1,137,972.07	4,577.81	-	4,577.81	1,031.13	3,546.68	1,136,940.93
3	3/1/2021	1,136,940.93	4,577.81	-	4,577.81	1,034.35	3,543.47	1,135,906.59
4	4/1/2021	1,135,906.59	4,577.81	-	4,577.81	1,037.57	3,540.24	1,134,869.01
5	5/1/2021	1,134,869.01	4,577.81	-	4,577.81	1,040.81	3,537.01	1,133,828.21
6	6/1/2021	1,133,828.21	4,577.81	-	4,577.81	1,044.05	3,533.76	1,132,784.16
7	7/1/2021	1,132,784.16	4,577.81	-	4,577.81	1,047.30	3,530.51	1,131,736.85
8	8/1/2021	1,131,736.85	4,577.81	-	4,577.81	1,050.57	3,527.25	1,130,686.29
9	9/1/2021	1,130,686.29	4,577.81	-	4,577.81	1,053.84	3,523.97	1,129,632.44
10	10/1/2021	1,129,632.44	4,577.81	-	4,577.81	1,057.13	3,520.69	1,128,575.32
11	11/1/2021	1,128,575.32	4,577.81	-	4,577.81	1,060.42	3,517.39	1,127,514.90
12	12/1/2021	1,127,514.90	4,577.81	-	4,577.81	1,063.73	3,514.09	1,126,451.17
13	1/1/2022	1,126,451.17	4,577.81	-	4,577.81	1,067.04	3,510.77	1,125,384.13
14	2/1/2022	1,125,384.13	4,577.81	-	4,577.81	1,070.37	3,507.45	1,124,313.76
15	3/1/2022	1,124,313.76	4,577.81	-	4,577.81	1,073.70	3,504.11	1,123,240.06
16	4/1/2022	1,123,240.06	4,577.81	-	4,577.81	1,077.05	3,500.76	1,122,163.01
17	5/1/2022	1,122,163.01	4,577.81	-	4,577.81	1,080.41	3,497.41	1,121,082.60
18	6/1/2022	1,121,082.60	4,577.81	-	4,577.81	1,083.77	3,494.04	1,119,998.83
19	7/1/2022	1,119,998.83	4,577.81	-	4,577.81	1,087.15	3,490.66	1,118,911.68
20	8/1/2022	1,118,911.68	4,577.81	-	4,577.81	1,090.54	3,487.27	1,117,821.14
21	9/1/2022	1,117,821.14	4,577.81	-	4,577.81	1,093.94	3,483.88	1,116,727.20
22	10/1/2022	1,116,727.20	4,577.81	-	4,577.81	1,097.35	3,480.47	1,115,629.85
23	11/1/2022	1,115,629.85	4,577.81	-	4,577.81	1,100.77	3,477.05	1,114,529.08
24	12/1/2022	1,114,529.08	4,577.81	-	4,577.81	1,104.20	3,473.62	1,113,424.88
25	1/1/2023	1,113,424.88	4,577.81	-	4,577.81	1,107.64	3,470.17	1,112,317.24
26	2/1/2023	1,112,317.24	4,577.81	-	4,577.81	1,111.09	3,466.72	1,111,206.15
27	3/1/2023	1,111,206.15	4,577.81	-	4,577.81	1,114.56	3,463.26	1,110,091.60
28	4/1/2023	1,110,091.60	4,577.81	-	4,577.81	1,118.03	3,459.79	1,108,973.57
29	5/1/2023	1,108,973.57	4,577.81	-	4,577.81	1,121.51	3,456.30	1,107,852.05
30	6/1/2023	1,107,852.05	4,577.81	-	4,577.81	1,125.01	3,452.81	1,106,727.04
31	7/1/2023	1,106,727.04	4,577.81	-	4,577.81	1,128.52	3,449.30	1,105,598.53
32	8/1/2023	1,105,598.53	4,577.81	-	4,577.81	1,132.03	3,445.78	1,104,466.50
33	9/1/2023	1,104,466.50	4,577.81	-	4,577.81	1,135.56	3,442.25	1,103,330.94
34	10/1/2023	1,103,330.94	4,577.81	-	4,577.81	1,139.10	3,438.71	1,102,191.84
35	11/1/2023	1,102,191.84	4,577.81	-	4,577.81	1,142.65	3,435.16	1,101,049.19
36	12/1/2023	1,101,049.19	4,577.81	-	4,577.81	1,146.21	3,431.60	1,099,902.98
37	1/1/2024	1,099,902.98	4,577.81	-	4,577.81	1,149.78	3,428.03	1,098,753.19
38	2/1/2024	1,098,753.19	4,577.81	-	4,577.81	1,153.37	3,424.45	1,097,599.83
39	3/1/2024	1,097,599.83	4,577.81	-	4,577.81	1,156.96	3,420.85	1,096,442.86
40	4/1/2024	1,096,442.86	4,577.81	-	4,577.81	1,160.57	3,417.25	1,095,282.30
41	5/1/2024	1,095,282.30	4,577.81	-	4,577.81	1,164.18	3,413.63	1,094,118.11
42	6/1/2024	1,094,118.11	4,577.81	-	4,577.81	1,167.81	3,410.00	1,092,950.30
43	7/1/2024	1,092,950.30	4,577.81	-	4,577.81	1,171.45	3,406.36	1,091,778.85
44	8/1/2024	1,091,778.85	4,577.81	-	4,577.81	1,175.10	3,402.71	1,090,603.74
45	9/1/2024	1,090,603.74	4,577.81	-	4,577.81	1,178.77	3,399.05	1,089,424.98
46	10/1/2024	1,089,424.98	4,577.81	-	4,577.81	1,182.44	3,395.37	1,088,242.54
47	11/1/2024	1,088,242.54	4,577.81	-	4,577.81	1,186.13	3,391.69	1,087,056.41
48	12/1/2024	1,087,056.41	4,577.81	-	4,577.81	1,189.82	3,387.99	1,085,866.59
49	1/1/2025	1,085,866.59	4,577.81	-	4,577.81	1,193.53	3,384.28	1,084,673.06

SFG SPECIALTY FINANCE GROUP

A Division of Cedar Rapids Bank & Trust

September 22, 2020

Ms. Holly Knight
BGC Advantage, LLC
192 Bastille Lane, Suite 300
Ruston, LA 71270

Dear Holly:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt construction/equity bridge and term bond/loan term sheet for your Keystone RAD Apartment Section 8 Acquisition Rehabilitation project located in Springfield, MO. The following outlines the general loan terms and conditions for your review and consideration:

4% LIHTC Tax Exempt Permanent Term Bond/Loan "A Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Loan Amount:	Lesser of (a) $20,200,000 (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan or (c) the amount such that the loan amount will not exceed 90% of the As Completed Stabilized Appraised Value.
Purpose:	Proceeds shall be used for the acquisition and construction costs associated with the project, with the funds beyond those used for the acquisition of the property only being advanced based on required/approved construction draws.
Tax Exempt Interest Rate:	The estimated tax-exempt fixed interest rate as of September 10, 2020 is 3.74%. The interest rate shall be fixed by a SWAP Agreement that is calculated to have the loan immediately fund, with the underlying Loan accruing interest at the tax exempt rate of 79% of 30 Day Libor + 2.00%. The SWAP loan structure/term will include 3 years of interest only followed by 18 years of principal and interest with 40 year amortization. Excess loan proceeds beyond those required to acquire the property will be held in escrow in a restricted money market account at CRBT until theses proceeds are used for required/approved construction draws for the rehabilitation of the property as needed. The money market will pay an interest rate of 0.50% estimated as of August 3, 2020, and will adjust quarterly based on changes in market conditions.

	Rate estimates above will continue to fluctuate based on the Market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the SWAP in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.
Loan Fee:	$10,000.
Maturity Date:	21 years
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Repayment Terms:	Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 21 year term.
Collateral:	First Real Estate Mortgage on the real property for the project referred to as Keystone RAD Apartments located Springfield, MO, and an assignment of rents and leases of the real property.
Guarantors:	**Construction**: Full Recourse Guarantees from the Developer/Owners and the General Partner. **Perm**: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

4% LIHTC Tax Exempt Draw-Up Construction/Equity Bridge Bond/Loan "B Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Draw-Up Loan Facility:	Up to $2,000,000 or the amount necessary to meet or exceed the 50% Tax Exempt Bond Test measured at the funding of the loan, which may include a cushion by the Sponsor to ensure that the 50% Test is met.
Loan Term:	36 Months.
Use of Proceeds:	Proceeds shall be used for the construction costs associated with the project and will not be advanced until 100% of the escrowed term bond/loan proceeds are fully advanced and funded first.
Tax Exempt Rate Options:	Option #1: Tax Exempt - Floating interest rate at WSJ Prime + 0.25% = 3.50% (estimated as of 9/10/20).

	Option #2: Tax Exempt - Fixed interest rate option at 3.85% (fixed interest rate option will be indexed at 35 basis points (.35%) over the floating rate option estimated as of 9/10/20).
Loan Origination Fee:	.50% of the loan amount estimated to be $13,750.
Maturity Date:	The first to occur of (a) 36 months (3 years) from the closing date or (b) receipt of sufficient Tax Credit Equity to repay the Loan Facility.
Disbursements:	Bridge Lender requires that the development sources and uses at all times be in balance, and accordingly, that all Borrower owner equity required for the rehabilitation be funded and disbursed prior to draws on the Loan Facility. Bridge Lender may, in its discretion, approve disbursement of the Loan Facility on a more accelerated disbursement schedule (including full disbursement of the Loan Facility ahead of disbursement of other debt financing).
Amortization:	None.
Prepayment Penalty:	None.
Security Interest:	The Loan Facility shall be secured by a first priority Assignment of the Capital Contributions, pursuant to which Borrower and General Partner pledge their right to receive the Tax Credit Equity as security for the Bridge Loan, and a first priority pledge of the general partner interest in the Borrower.
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Prepayment Terms:	Interest only during the construction period with all unpaid principal and interest due at maturity of the 3 year term.
Loan Agreements:	Borrower's loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT's legal counsel, Winthrop & Weinstine in Minneapolis, MN.
Due Diligence:	The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to: (i) Appraisal including a Market and Feasibility Study (ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns; (iii) Phase I environmental report; (iv) 42(m) letter issued by the allocating agency with respect to the Project; (v) Financial statements of Investor, if requested by Lender; (vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;

(vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;

(viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;

(ix) An ALTA survey of the Project;

(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;

(xi) The receipt of insurance coverage for the Project acceptable to Lender;

(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:

1. Developer resume/biography;
2. Previous Tax Credit Development Experience;
3. Project Overview;
4. Discussion and details of ownership structure for Project;
5. Project timeline;
6. Overall sources and uses for entire Project;
7. Detailed breakdown of Tax Credits;
8. Identification and background/resume of architect;
9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and

(xiii) Other items as requested during further review.

GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. For conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence immediately when the loan is funded.
5. CRBT reserves the right to request monthly financial statements in the event the projects DSCR falls below 1.05.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Reserve Accounts for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval.
If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by September 30, 2020 and will also expire if the Loan Facility is not closed by January 31, 2021.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Tyler Clark
Assistant Vice President
Specialty Finance Group

Accepted by: _____ Date: _____

Title: _____

RED STONE™
EQUITY PARTNERS

September 22, 2020

Mrs. Holly Knight
BGC Advantage, L.L.C.
1910 Farmerville Highway
Ruston, LA 71270

Re: Keystone Family Homes
Springfield, Missouri

Dear Mrs. Knight,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Keystone Family Homes (the "Project") located in Springfield, Missouri. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in Keystone Family Homes, LP, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, renovate and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 297 residential units for rent to low-income families. The Project will consists of multiple scattered sites located in the City of Springfield, Greene County, within the State of Missouri. Within the Project, 293 of the units are expected to be Housing Credit compliant, with four (4) additional units being designated as management units. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Missouri Housing Development Commission (the "Agency"). The means for such conformance shall be reviewed by and be acceptable to Red Stone.

6000 Fairview Road, Suite 550, Charlotte, NC 28210
TEL: 704-200-9500 WEB: www.rsequity.com
Boston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Los Angeles ▪ New York ▪ San Diego

Number of Units	Income Restrictions	Project Site
75	60% AMI / RAD	Bolivar Road
1	Manager Unit	Bolivar Road
79	60% AMI / RAD	Cedarbrook
1	Manager Unit	Cedarbrook
20	60% AMI / RAD	Circle Apartments
24	60% AMI / RAD	Dogwood Square
32	60% AMI / RAD	Glenwood
1	Manager Unit	Glenwood
32	60% AMI / RAD	Scattered Sites
32	60% AMI / RAD	Villa Marie
1	Manager Unit	Villa Marie

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	November 1, 2020
Completion Date	April 1, 2023
First Unit Leased	January 1, 2021
Last Unit Leased	January 31, 2023
Stabilized Operations	October 1, 2023

2. **Project Ownership**. Keystone Family Homes GP, LLC (the "General Partner") will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	Keystone Family Homes GP, L.L.C.	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	BGC Advantage, L.L.C.	[redacted]
Guarantors[1]	BGC Advantage, L.L.C. (corporate), Holly Knight (personally), and/or other entities acceptable to Red Stone	
General Contractor	To-be-determined	
Property Manager	To-be-determined	

[1] The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project is expecting to receive an allocation of 4% Housing Credits from the Agency for the year 2020 in an annual amount of $1,393,374. The total Housing Credits anticipated to be delivered to the Partnership is $13,933,374 (the "Projected Federal LIHTC").

4. **Capital Contribution**. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of $12,608,775, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	$13,933,374	$13,932,349	$0.905	$12,608,775
			Total	**$12,608,775**

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 1 year; and 100% of depreciation on personal property being taken over 1 year. The allocation of the depreciable line items is subject to Red Stone's review and approval.

A. 10.00% ($1,260,878) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) the long-term HAP contact is in place, (e) receipt of commitments of the additional financing sources described in Paragraph 11, and (f) closing and initial funding of the construction loan and the soft loans.

B. 25.00% ($3,152,194) shall be paid upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) achievement of 50% construction completion as certified by the Project architect and as verified by Red Stone, and (c) July 1, 2022.

C. 22.50% ($2,836,974) shall be paid upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) achievement of 75% construction completion as certified by the Project architect and as verified by Red Stone, and (c) January 1, 2023.

D. 10.00% ($1,260,878) shall be paid upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) April 1, 2023.

E. 30.00% ($3,782,633) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) the long-term HAP contract is in place, (h) calculations of the preliminary adjusters have been prepared, and (i) October 1, 2023.

F. 2.50% ($315,219) upon the later of (a) satisfaction of the funding conditions described in (E) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, (d) calculations of final adjusters have been prepared, and (e) January 1, 2024.

5. **Adjusters**.

A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.905 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) $0.905 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. Timing of Housing Credit Delivery. In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) $0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves**. The Partnership will fund the following reserves:

A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fifth Capital Contribution equal to six months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently projected to be $1,205,988). Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to six months OERDS (currently projected to be $1,205,988) (the "Minimum Balance") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. Notwithstanding the foregoing, the General Partner shall be entitled to withdraw funds from the Operating Reserve in excess of the Minimum Balance without Red Stone's consent; provided, however the General Partner shall provide notification of any such withdrawals. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

B. Replacement Reserve. A capitalized Replacement Reserve in the amount of $500,000 shall be established for the benefit of the Partnership in a segregated account no later than the payment of the fifth capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $350 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.

7. **Guarantees**. The Guarantors will guarantee the following obligations of the General Partner:

A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will constitute non-interest bearing loans to the Partnership or capital contributions and Guarantors will have any right to receive any repayment on account of such payments.

B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:

(i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 6 consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute loans at AFR to the Partnership by the General Partner which shall be repaid from the distribution of sale proceeds pursuant to Section 10(C).

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be equal to six months OERDS (currently projected to be $1,205,988) (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio each of the last consecutive 4 quarters of the ODG Period, and the long-term HAP contract remains in place. Any amounts so advanced will constitute loans ("Operating Deficit Loan") at AFR repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10. The debt service coverage ratio will be further defined in the forthcoming Partnership Agreement but will include a 5% vacancy rate on subsidized unit revenue and a 7% vacancy on unsubsidized unit revenue.

(iii) Notwithstanding anything to contrary, the Guarantors will be obligated to cover any operating deficits due to the loss or reduction of the HAP Contract throughout the compliance period

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction**. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $20,841,209 in addition to a hard cost contingency equal to 10% of the contract amount. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.

9. **Fees**. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

A. Developer Fee. The Developer will earn a developer fee of $3,254,000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $1,206,345 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be $2,047,655 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or % *
Fifth Capital Contribution	66%
Sixth Capital Contribution	34%

* To the extent necessary, adjustments to the payment of the Cash Development Fee may be required to ensure that an amount equal to no less than 10% of the permanent loan is held until permanent loan conversion.

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

B. Property Management Fee. The property management fee will total approximately 5.50% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Partnership will pay Red Stone an annual asset management fee in an amount equal to $10,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Partnership Management Fee. The Partnership will pay the General Partner an annual partnership management fee in an amount equal to $10,000 per annum. The partnership management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

E. Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. **Distribution of Tax and Cash Benefits**.

A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.990% to the Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.

B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Limited Partner in proportion to any tax liability incurred by such partner;

(ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;

(iii) to the Limited Partner as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) 40% to the payment of the Seller Note;

(vii) to the payment of any debts owed to the General Partner;

(viii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

(ix) the balance, 0.009% to the General Partner, 0.001% to the Special Limited Partner and 99.990% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.

C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;

(iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;

(iv) to the Limited Partner in an amount equal to any projected exit taxes:

(v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing**. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. Permanent Loan. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of cash flow
CRB&T Perm Loan – $20,200,000	Hard	3.74%	216	480	100%
Seller Note - $9,258,590	Soft	5.00%	504	N/A	40%
Operating Income during construction - $331,099	N/A	N/A	N/A	N/A	N/A

12. **Purchase Option and Right of First Refusal**. For a period of 2 years following the compliance period, the Housing Authority as a member of the General Partner shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the General Partner at its discretion, the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3. If the General Partner is a not for profit entity, the purchase price shall be the amount required pursuant to Section 42(i) of the Code.

13. **Due Diligence, Opinions and Financial Projections**. The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to $85,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Partnership Closing**. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity**. Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

16. **Early Exit**. Red Stone hereby acknowledges it is the intent of the General Partner to exit the Partnership as soon as reasonably possible following the end of the credit period. Furthermore, Red Stone in consultation with its investors hereby agrees to use commercially reasonable best efforts to effectuate an early exit from the Partnership through a to-be-defined provision in the Partnership Agreement which may include a put or purchase of the interest of the Limited and Special Limited Partners.

17. **Pre-Development Loan**. Upon the execution of this Letter of Intent, counter signature by Red Stone and the execution of Red Stone's pre-development loan documents, Red Stone will provide a pre-development loan for Project expenses incurred after the date of this letter in an amount of up to $500,000 with an interest rate of 8%, a 1% origination fee, and a maturity of January 1, 2021. Full joint and several repayment guarantees will be provided by the Guarantors.

[Remainder of page left intentionally blank]

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter. The terms of this letter are not binding until countersigned and accepted by an authorized officer of Red Stone.

Sincerely,

By: 
Name: Darren T. Swanson
Title: Managing Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

August 7, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806

Dear Ms. Wolfram:

Attached please find an amended CHAP Exhibit A for 222 units at the following RAD projects: 48 units at SOUTH TOWER (MO058000002), 33 units at MADISON TOWER (MO058000003) and 141 units at BOLIVAR ROAD (MO058000004), whose initial CHAP was awarded December 13, 2017. As this project is already being processed for conversion, all of the established CHAP milestone due dates will remain in effect, with any extension requests subject to the same approvals as established in the original CHAP.

With the issuance of this amended CHAP Exhibit A, you are required to update all relevant information on the RAD Resource Desk, including, but not limited to, the Transaction Log and Rent Schedule, so that the transaction accurately reflects these rents, number of units and configuration presented herein. In addition, please take appropriate action if this amendment requires a Significant Amendment to your Public Housing Agency Five Year or Annual Plan.

If you have any questions regarding this Amendment, please contact your Transaction Manager.

Sincerely,

Thomas R. Davis
Director
Office of Recapitalization

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Pre-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$478	$77	$555
14	1	$478	$77	$555
24	1	$478	$79	$557
18	1	$478	$144	$622
3	1	$478	$163	$641
15	2	$618	$94	$712
33	2	$618	$94	$712
32	2	$618	$97	$715
13	2	$618	$94	$712
16	2	$618	$200	$818

12	2	$618	$200	$818
6	3	$757	$112	$869
10	3	$757	$112	$869
4	3	$757	$117	$874
10	3	$757	$112	$869
9	3	$757	$248	$1,005

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Post-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$484	$70	$554
14	1	$488	$64	$552
24	1	$491	$62	$553
18	1	$494	$123	$617
3	1	$495	$141	$636
15	2	$633	$75	$708
33	2	$633	$74	$707
32	2	$638	$71	$709
13	2	$634	$73	$707
16	2	$656	$150	$806

12	2	$656	$150	$806
6	3	$778	$84	$862
10	3	$778	$84	$862
4	3	$786	$78	$864
10	3	$781	$80	$861
9	3	$820	$164	$984

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

The RAD Contract Rents are inclusive of utility savings.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Minneapolis, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

September 17, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806-2938

Dear Ms. Wolfram:

On December 13, 2017, since amended, the Department awarded the Springfield Housing Authority (SHA) a Rental Assistance Demonstration (RAD) Commitment to enter into Housing Assistance Payments (CHAP) at Bolivar Road, MO058000004. The Department amended the CHAP award on August 7, 2020, per Notice PIH 2018-04 (HA) "Notice" 3A.3.c "Comprehensive Rehabilitation or Replacement through Rental Assistance Demonstration (RAD)". The Office of Recapitalization issued the RAD Conversion Commitment (RCC) on September 16, 2020 for the 297 dwelling units in the covered project. Consequently, the Special Applications Center (SAC) amended RAD application DDA0008689, removing 17 Annual Contributions Contract (ACC) units from AMP MO058000002; 11 ACC units from AMP MO058000003; and 47 ACC units from MO058000004. The SAC created application DDA0010985, disposition of 17 dwelling units within 10 dwelling buildings at South Tower, MO058000002; 11 dwelling units within 11 dwelling buildings at Madison Tower, MO058000003; and 47 dwelling units within 19 dwelling buildings at Bolivar Road, MO058000004, in the Public and Indian Housing Information Center (PIC).

Environmental Assessment and Fair Housing and Equal Opportunity Certifications, Significant Amendment to PHA Plan and RAD Conversion Commitment

The City of Springfield, per 24 CFR part 58, performed the environmental assessment, and the St. Louis Office of Public Housing (OPH) authorized the use of grant funds (HUD-7015.16) on August 18, 2020.

The Region VII Office of Fair Housing and Equal Opportunity (FHEO) approved the RAD Relocation Checklist on April 1, 2020.

Per 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable per 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the U.S. Housing Act of 1937, "the Act", (42 U.S.C. 1445p) and this part."

On April 17, 2020, the St. Louis OPH approved the agency's Annual Plan submission, which includes a description of the proposed action. Approval of the Section 18 action is contingent on the Department's review and approval of the financing plan for both the RAD transaction and the associated Section 18 action and, the subsequent issuance of an RCC.

Development History, Description and Proposed Disposition

The Department has not approved an inventory removal action at AMPs MO058000002 and MO058000004. On October 3, 2019, the Department approved disposition application DDA0009393, 1.33 acres improved with 10 dwelling units within 5 dwelling buildings at Madison Tower, MO058000003. The following tables summarize South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, 75 dwelling units within 40 dwelling buildings (aggregate).

South Tower, MO058000002 DOFA: 8/21/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	63	21	29	36	-	-	149
Proposed Dwelling Units	-	-	-	17	-	-	17
Existing Dwelling Buildings							22
Proposed Dwelling Buildings							10
Existing Non-dwelling Buildings							1
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Madison Tower, MO058000003 DOFA: 9/20/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	98	60	14	2	-	-	174
Proposed Dwelling Units	-	7	3	1	-	-	11
Existing Dwelling Buildings							28
Proposed Dwelling Buildings							11
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Bolivar Road, MO058000004 DOFA: 6/2/1971							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	-	45	80	46	20	2	193
Proposed Dwelling Units	-	-	-	24	21	2	47
Existing Dwelling Buildings							46
Proposed Dwelling Buildings							19
Existing Non-dwelling Buildings							3
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Disposition Justification, Method and Relocation

SHA proposed disposition pursuant to 24 CFR 970.17(c) where the PHA has otherwise determined the disposition to be appropriate for reasons that are consistent with the goals of the

PHA and the PHA Plan and that are otherwise consistent with the Act. Per the Notice's Section 3A.3c., the agency elected to convert at least 75 percent of the public housing units within the covered project and replace up to 25 percent of the public housing units within the covered project with Section 8 project-based voucher (PBV) assistance. SHA will provide PBV assistance to 75 of the 297 units in the Office of Recapitalization-defined covered project and convey the improvements and acreage through the RAD closing process.

The Department allows disposition of property for less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA, or the federal government. Parcel acreage for the transaction will be reflected in the associated RAD approval. The Department determined, through approval of the agency's RAD financing plan, that the disposition is pursuant to 24 CFR 970.17(c) and the disposition method is in accordance with 24 CFR 970.19(a). At application creation, all units proposed for disposition were occupied within the past 24 months. Though subject to the requirements of 24 CFR 970.21(e) and (f), relocation will be consistent with RAD requirements per Notice PIH 2019-23.

Resident Consultation

1. Project Specific Resident Organization: None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. SHA held a resident meeting on July 15, 2020 to discuss the RAD conversion and disposition combination. The Department determined that SHA's actions met the requirements of the regulation.

Offer for Sale to the Resident Organization

24 CFR 970.9(b)(1) requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964 or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The SHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families per 24 CFR 970.9 (b)(3)(ii); therefore, 24 CFR 970.9(b)(1) is not applicable.

Board Resolution and Mayor/Local Government Consultation

The SHA's Board of Commissioners approved the disposition and associated activities via Resolution 2231 on July 24, 2020, per 24 CFR 970.7(13). The application also includes a July 21, 2020 letter of support signed by the Honorable Ken McClure, Mayor, City of Springfield, per 24 CFR 970.7(14).

Approval

The Department's review finds the SHA's application complete and consistent with Section 18 of the Act and meets the requirements of the implementing regulation 24 CFR part 970, including requirements pursuant to 24 CFR 970.9. Based upon the review, the Department approves the disposition of 75 dwelling units within 40 dwelling buildings (aggregate) at South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, as described in the application and identified in the table below.

South Tower, MO058000002; Madison Tower, MO058000003; Bolivar Road, MO058000004 Approved Disposition – Dwelling Buildings: 40; Units: 75				
Total Units Redeveloped: 75	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Leasehold	-	-	75	-
Acquiring Entity	Office of Recapitalization Approved Acquiring Entity			
Acquisition Method	Office of Recapitalization Approved Method			
Terms	Office of Recapitalization Approved Terms			
Purpose	Provision of Low-Income Housing			

Conditions

The Office of Recapitalization, with concurrence from the Office of the General Counsel (OGC) must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DoT) or Declaration of Restrictive Covenants (DoRC), disposition approval and release of the DoT/DoRC does not circumvent or supersede those obligations.

Operating Subsidy, Capital Fund Financing Program and Tenant Protection Vouchers

Disposition of 75 low rent units will affect the SHA's operating subsidy eligibility. The St. Louis OPH must ensure that the SHA's Form HUD-52723 reflects these changes. The Department notes 59 units are interspersed with RAD units within the buildings and are not eligible for Asset Repositioning Fees (ARF). The remaining 16 units are not interspersed and are ARF eligible. The agency does not have Department approval to participate in the Capital Fund Financing Program (CFFP). Per PIH Notice 2019-08 (the "Notice"), SHA is eligible to receive Section 8 Housing Choice Voucher assistance in the form of Tenant Protection Vouchers (TPVs) for this disposition approval. The Notice separates TPVs into two classes, replacement vouchers and relocation vouchers. The Notice provides that the Department may only provide replacement TPVs for units that were occupied within the previous 24 months that cease to be available as assisted housing, and only to the extent that funding is available.

On the date of this approval, 75 ACC units were occupied within the previous 24 months. SHA does not intend to redevelop public housing units at the property. Based on the Notice's provision, the Department determined that SHA is eligible to receive a maximum of 75 **replacement** TPVs for the affected units in this action.

TPV Type	Maximum Eligibility Number
Relocation	0
Replacement	75

The Department will not automatically issue TPVs to SHA as part of this approval. Instead, SHA must apply to the Department separately for TPVs in accordance with the Notice. Because the RCC issuance begins the RAD closing procedure, and the RAD and disposition approval and removal process occur concurrently, SHA should submit the TPV request immediately. The timing of SHA's TPV application submission and the start of relocation noted in this approval should be consistent. To apply for TPVs, the agency must submit the following to the St. Louis OPH:

a) The AMP and IMS/PIC application number of this disposition approval.
b) The number of TPVs requested (subject to the limitations above)
c) Form HUD-52515 (Voucher Funding Application)
d) A copy of this approval (PDF version - signed and dated)

Please review the Notice for further guidance on TPV application submission and timing.

PIC and Monitoring

Per 24 CFR 970.35, the Department requires SHA to inform the SAC and the Office of Recapitalization of the status of the project (actual disposition dates, modification requests, delays or other problems) and of any deviations to the mandated 24 CFR 970.7 (a)(4) general timetable shown below.

Milestone		Number of Days after HQ Approval
A	Begin relocation of residents	0
B	Complete relocation of residents	90
C	Execution of contract for removal (e.g. sales contract or demolition contract)	90
D	Actual Removal Action (e.g. demolition or sale closing)	90

On or one day before the associated HAP contract start date, SACTA will enter the transaction date and the actual number of buildings and units, then remove the improvements from inventory. The St. Louis OPH received a copy of this approval.

Sincerely,

JANE HORNSTEIN

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2020.09.17 15:55:31 -05'00'

Jane B. Hornstein
Director

Cc: St. Louis OPH
RAD Resource Desk
RAD Readiness Transaction Manager
RAD Financing Transaction Manager
RAD Closing Management

Exhibit F

ESTIMATED PROJECT BUDGET– APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

W EDGEWOOD, W SUNSET AND S GRANT SCATTERED APARTMENTS

DEVELOPMENT BUDGET	
ACQUISITION	1,036,731
SITE IMPROVEMENTS	-
CONSTRUCTION	1,408,626
PROFESSIONAL FEES	280,900
BOND COSTS	22,424
CONSTRUCTION FINANCE COSTS	116,194
PERMANENT FINANCE COSTS	5,091
SOFT COSTS	85,028
RESERVES	109,262
TOTAL USES	3,064,255
SOURCES OF FUNDS	
1ST MORTGAGE	1,139,000
CASH FLOW FROM OPERATIONS	91,166
SELLER MORTGAGE	919,412
PHA CASH FLOW	24,242
AGENCY HOME LOAN	-
DEF. DEVELOPER FEE	227,361
TAX CREDIT EQUITY	663,074
TOTAL SOURCES	3,064,255

Exhibit G

HUD RELOCATION PLAN– APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

Relocation Plan for the Revitalization of Bolivar Road Apartments, Cedarbrook, Circle, Dogwood, Glenwood, Scattered Sites, and Villa Marie under the LIHTC, Rental Assistance Demonstration Program (RAD), or other initiatives

developed by

Housing Authority of the City of Springfield
(HAS)

January 14, 2020

421 W Madison Street #1
Springfield, MO 65806
(417) 866-4329

I. Introduction and Project Summary

Housing Authority of the City of Springfield (HAS) has an aging housing stock and growing physical needs. Due to this, the agency has been through a comprehensive physical needs assessment that looked at each project to help determine critical, immediate, and 20 year needs. This has led the housing authority to an overall strategic revitalization effort utilizing the Rental Assistance Demonstration (RAD) program and other affordable housing preservation strategies including Section 18 Demo/Dispo.

HAS with the concurrence of the community and residents is undertaking the revitalization, demolition, disposition, or other methods to transition the housing stock at Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, Bolivar Road, and various other complexes, within the portfolio that will be converting to the Project-based Voucher (PBV) Program under the Rental Assistance Demonstration (RAD) Program, restructured under the Low-Income Housing Tax Credit Program, or revised through other revitalization strategies. Depending on the type of revitalization, demolition, disposition, or other activities, residents will require temporary or permanent relocation while the redevelopment, extensive modernization or renovations are occurring.

Proposed Modernization or Redevelopment Goals By Public Housing Development

Site	Type	# Units	Year Built	Modernization/Redevelopment Goals	Relocation Requirements
Bolivar Road Apartments	Family	81	1971	Rehabilitation/Demolish/Reduce Density	Permanent with Right to Return to New Site of Alternate Sites
Glenwood	Family	33	1973	Substantial Rehabilitation	Temporary/Right to Return
Scattered	Family	32	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Circles	Family	20	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Dogwood Square	Family	24	1982	Substantial Rehabilitation	Temporary/Right to Return
Cedarbrook	Family	80	1972	Substantial Rehabilitation	Temporary/Right to Return
Villa Marie	Family	32	1972	Substantial Rehabilitation	Temporary/Right to Return

Specific to the site the following conditions have been included in the planning effort:

Redeveloped Site Activity

Bolivar Road Apartments (rehabilitation and demolition through RAD)
This project would be submitted for funding approval in the 1st quarter of 2020. It would include demolition of 12 existing units and rehabilitation of 68 units. The reduction of units will allow for reduce density in the community. Current residents will be offered temporary, or permanent if necessary, relocation and the possibility opportunity to return to the site.

Glenwood (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Scattered (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Circles (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Dogwood Square (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Cedarbrook (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Villa Marie (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Schedule for Redevelopment/Relocation of Public Housing By Site

Site	Beginning Action	Relocation From	Construction/Rehabilitation Completion	Return Relocation
Bolivar Road Apartments	Demolition/Rehab start 3rd quarter 2020	3rd – 4th quarter 2020	2nd quarter 2022	Staged upon construction completion, relocation finished 2nd quarter 2022
Glenwood	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Scattered	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Circles	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Dogwood Square	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Cedarbrook	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Villa Marie	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021

Financial Resources
HAS is working with a development team to identify best practices and strategies to meet the physical needs at the housing authority sites as well as emerging housing needs in Springfield. HAS will utilize multiple housing authority funds to leverage private and public funding opportunities for all of the redevelopment and new construction projects. The housing authority through the partner entities will utilize the 4% tax credit

program. Each project will have distinct funding based on the size of the project, scope of work, and type of construction occurring.

The following includes a list of anticipated funds for the HAS. These funds will be allocated to ongoing capital fund improvements as well redevelopment efforts including RAD and non-RAD developments. The housing authority is using a combination of capital funds and other PHA financial resources to complete third party assessments that contribute to the financial and physical viability of the projects. Public Housing is so restrictive that it doesn't attract investors and lenders as RAD and/or project-based voucher contracts. The HAS will be assessing all avenues to determine the best fit for funding, programs, and long-term viability.

General Relocation Conditions

Tenant belongings will be relocated with the tenant while the work is undertaken. Depending on the development, HAS will be demolishing, rehabilitating, or modernizing the units including interior and exterior renovation causing tenants relocation. Generally, the relocation time on moderate rehabilitation should not last longer than 90 days on each unit during the construction period. In other words, the kitchen and bathroom cabinets and sinks, electrical renovation, water heaters, 504 upgrades, and wall removals will be occurring on the developments. The resident will be required to move, since the work to be performed includes the extensive renovation of the tile floor, painting, reworking plumbing, etc. At the end of the relocation, tenants will be allowed the opportunity of the right to return to the property. There may be some additional tenants, based on individual qualifiers, that may be offered the opportunity of additional housing opportunities for permanent relocation or housing at alternative sites or use of the Voucher.

The ADA (Section 504) renovation requires temporary relocation for those families in those units that are undergoing substantial renovations to convert the units to full 504 accessibility standards. The families may require a temporary/permanent relocation to another unit. Tenants will be provided the services as required under the Uniform Relocation Act (URA). It is anticipated that some residents may be relocated through the Housing Choice Voucher (if necessary) since demolition/disposition are part of the proposed actions. In the cases where construction will be scheduled to occur on vacated units in the development- the HAS will start holding vacancies once the plans are approved for renovation/demolition to ensure adequate vacancies at the development to start the process and the impact will be minimal when most of the families, will remain on the development and just moved to an alternate unit that has or has not been renovated during the process.

It is not anticipated, but some residents may extend past the 12 months, although it is estimated that this will be the exception to the process for rehabilitation- since the construction schedule is generally a 9- to 12-month period. Should the rare occasion occur that the relocation extends past the 12- month period, the tenants who are temporarily relocated in excess of 12 months will be offered permanent relocation

assistance at that point under the URA in accordance with Appendix 4 of Notice H 2016-17/PIH 2016-17. If the relocation extends past the 12- month period, the family will also be offered the opportunity for voluntary permanent relocation under the PIH notice 2016-17. Since RAD is a higher standard and will meet all Section 18 requirements, HAS will use RAD notices and RAD implementation requirements.

After redevelopment, the entire site will consist of the same configurations, therefore no family will be displaced as a result of unit size changes. Based on HAS's needs for the community, the following is the current bedroom size configuration by development and the ending configuration after rehabilitation/redevelopment:

Property Name	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Total
Bolivar Road Apartments currently		30	0	1	0	0	81
Bolivar Road Apartments after redevelopment/rehab		18	33	20	8	2	68
Glenwood currently		0	13	20	0	0	33
Glenwood after redevelopment/rehab		0	13	20	0	0	33
Scattered currently		0	16	16	0	0	32
Scattered after redevelopment/rehab		0	16	16	0	0	32
Circles currently		5	22	3	0	0	20
Circles after redevelopment/rehab		5	22	3	0	0	20
Dogwood Square currently		24			0	0	24
Dogwood Square after redevelopment/rehab		24	0	0	0	0	24
Cedarbrook currently		24	32	16	8	0	80
Cedarbrook after redevelopment/rehab		24	32	16	8	0	80
Villa Marie currently		3	15	10	4	0	32
Villa Marie after redevelopment/rehab		3	15	10	4	0	32

With respect to both temporary and permanent displacements, the HAS relocation plan will use the recommended notices as contained in the RAD Relocation Notice H 2016-17/PIH 2016-17. HAS is not to use the Notice of Non-displacement or Notice of Eligibility for Relocation Assistance from Handbook 1378 as referenced in previous relocation plans. The HAS will make revisions to ensure compliance with Notice H 2016-17/PIH 2016-17 and notices.

HAS will document that each household to be permanently displaced was first offered the choice to voluntarily accept permanent relocation and waived their right to return. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, all residents will be offered the right to return upon completion of the rehabilitation.

HAS determined that families would be relocated at least once during the multi-phased undertaking of redeveloping the sites. The mandatory transfers to other available

housing programs or converted stock will initially be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation or new construction.

HAS will make every effort to minimize the impact of relocation on the resident population. HAS will use staff and contractors to assist the families with the temporary or permanent relocation- and families have the right to return upon completion. HAS is undertaking the revitalization of developments that are needed to preserve the limited affordable housing stock, reverse the continuing decline of public housing and allow the revitalized property to compete in the community for qualified residents.

HAS has involved and informed residents from the very beginning in the program of the conversion under RAD, LIHTC, or alternative undertakings and has sought input into the plan. HAS has kept and will continue to keep residents current on its plans for the developments. To date these activities have included meetings, workshops, public notice, revisions in the Agency Plan, notification to HUD, and working with the resident groups and this has proven particularly helpful in bringing tenants' views into consideration on a timely basis. HAS prepared a resident questionnaire (survey) and will use it to solicit and consider tenants' views on the program's impact and any special needs.

HAS has fully considered the resident's views on the redevelopment and especially in the relocation of tenants from the developments. The HAS will utilize the staging of the construction/redevelopment of the program as an important method in which the temporary or permanent relocation of tenants can be achieved with minimum disruption to the residents. Existing public housing, non-revitalized units on the site will be available to provide the resource for many if not all the residents to relocate. Upon completion, those residents temporarily relocated will return to the unit and/or building/development whenever possible. HAS intends to use vacancies arising in its inventory of the apartments in the development so that it may create a meaningful temporary relocation resource. Priority for any relocation will be given to those families that must be relocated to remain in the same development.

HAS will pay for the relocation cost to move residents on a temporary/permanent basis. HAS will pay those eligible relocation costs, including utility transfers in accordance with the Uniform Relocation Act for the relocation of residents under the RAD program. Although it is not anticipated that many vouchers will be required for relocation, if it is required, HAS will assist residents with the program requirements, assist them in finding an available Section 8 unit, and further assist them to remain in Section 8 housing through the mobility-counseling program. In the case of Tenant Protection Vouchers, HAS will provide extensive workshops and technical assistance to help residents making the transition to the Voucher Program. All the relocation will be conducted in accordance with the rules of the Uniform Relocation Act and PIH notices governing this proposed action.

HAS is using funding assistance from the tax credit program and other allowable program funds for the renovations and redevelopment of this site. All families residing on the site will remain eligible for the site. In addition, no resident will be relocated until such time as funding is fully secure to begin and funding is available for that phase of the relocation, rehabilitation/construction, and counseling requirements.

Information and Consultation

HAS provides residents with a general information notice advising them of the possible affects of proposed action.

Residents required to relocate due to renovation construction work will receive certain benefits in the form of notices, advisory and counseling services, and housing assistance payments as appropriate. HAS will follow the notices, services and payments as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (also known as the Uniform Relocation Act, or "URA") for the program funded. The policies and procedural requirements of the URA as applied to HUD-funded programs are consolidated in HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition", PIH 2014-17 RAD Relocation, and other requirements will be followed by the HAS.

Generally, the following notices, counseling and benefits will apply to this project. The timing of notices and services, and the levels of benefits may vary depending on the nature and timing of specific project and phasing activities, and the rules associated with various types of funding.

Notices

The following notices will be provided to residents in developments scheduled for rehabilitation under the redevelopment subject to the URA:

The RAD Information Notice must do the following:

- *RAD Information Notice (RIN)* MHA has provided the RAD Information Notice to residents at the very beginning of the RAD conversion planning process in order to convey general written information on potential project plans and residents' basic rights under RAD, and to facilitate residents' engagement with the PHA regarding the proposed RAD conversion. The MHA has provide a RAD Information Notice to all residents of a Converting Project prior to the first of the two meetings with residents required by the RAD Notice, Section 1.8.2, and before submitting a RAD Application. This RAD Information Notice shall be provided without regard to whether the PHA anticipates any relocation of residents in connection with the RAD conversion.

- *General Information Notice (GIN).* MHA has notified residents of its decision to convert to RAD and to apply to agencies for redevelopment funding. The MHA will bring this notice more current as other activities and the approval process takes place. MHA will further provide the residents with an updated *General Information Notice once all components are approved and in place.* This notice explains the nature of the proposed project, description in general terms of the relocation assistance that MHA will make available to residents, and explain the proposed timetable for relocation. The notice further states that the HAS will provide all residents with comparable replacement housing and urge them not to move. MHA will further update the notice since the timing of the original notice may not have the sustaining impact and more current notices will vary depending on local circumstances, project timing and phasing, and other considerations such as the opinion of the HAS regarding the adequacy of known information about the project. The notice will be made in accordance with Relocation Handbook 1378, and applicable statutes and regulations.

- *Notice* of Intent to Acquire- *Non-displacement, or Notice* of *Eligibility for Relocation Assistance.* As soon as feasible following HUD approval of the HAS's final approval of the RAD or Revitalization Plan, whichever comes first, the HAS will provide residents with a more specific notice of their rights. Residents who will move temporarily will receive a Notice of Non-displacement. This document will inform residents of the specific relocation services and benefits to which they are entitled, when they will receive those services and benefits, and any procedures that must be followed to obtain them. This notice will again advise residents not to move.

- Thirty Day Notice. No resident to be temporarily displaced will be required to move unless the household has first received at least 30 days written notice of the earliest date the family will be required to move. The 30 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This would be the primary notice used on Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road since it is anticipated residents will be out of the unit for less than 12 months.

- *Ninety Day Notice.* No resident to be permanently displaced will be required to move unless the household has first received at least 90 days written notice of the earliest date the family will be required to move. The 90 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This will be the notice that is used if and when the redevelopment would exceed 12 months- since it will be considered permanent relocation with a right to return. Note: Permanent Relocation

Assistance: permanent relocation would require that HAS to offer alternative housing options in accordance with Section 6.10 of the Relocation Notice. The HAS cannot require a resident to accept permanent relocation: the resident must voluntarily relinquish their right to return in writing as being given at least 30 days to consider the HAS's offer. The RAD program requirements in this area can exceed the URA and the URA requires three but not less than one comparable housing option once a person is permanently displaced (i.e., after one year and one day). If HAS knows from the beginning that residents are going to be permanently moved and not return, the HAS must follow the requirements of Section 6.10 of the RAD Relocation Notice and offer the resident an alternative housing offer that persuades the resident to voluntarily relinquish their right to return in writing. HAS cannot require permanent relocation; the resident must choose this voluntarily.

Advisory Services and Counseling

Relocation advisory services will include one or more personal interviews with each household. Typically, the HAS will survey residents early in the process to determine each household's general relocation needs, and then provide additional counseling, services and information as specific issues are identified. The HAS will have plans and processes in place to communicate with families who are not proficient in English, and with people with disabilities.

At minimum, HAS's advisory services and counseling will:

- determine the needs of individual families;
- explain the availability of relocation benefits and services, including the eligibility requirements, the procedures for obtaining benefits and services, and the amount of the replacement housing payment, if any;
- explain the timetable for temporary relocation or permanent displacement;
- advise the family of specific comparable replacement dwellings that will be available;

Moving Expenses

Relocating residents are entitled to payment for their actual moving and related relocation expenses, so long as those expenses are reasonable. The payment must include expenses for:

- transportation to replacement dwelling;
- packing, moving and unpacking furniture and family belongings;
- storage for a period not to exceed 12 months;
- disconnecting, dismantling, moving and re-assembly of household appliances;

- utility hook-ups, including re-installation of telephone and cable service;
- insurance against loss of personal property during the move, or the replacement value of any property lost, stolen or damaged during the move
- credit checks; and
- other reasonable moving expenses.

Relocation Resources

All eligible residents, who are relocated, will receive the appropriate services and benefits required. The HAS relocation resources for the development include: (1) priority for available units at the specific development undergoing the work (2) priority for vacant turnover units of at other HAS developments; and (3) priority for tax-credit and other units available after the redevelopment on the specific site or other HAS sites, (4) priority for the Voucher- whenever needed. HAS will use all available resources to identify and move residents into their desired housing preference. On a limited basis, residents will be offered available housing choice vouchers during the relocation process.

The relocation developments are within reasonable distance to bus lines and services. All sites are to be made handicap accessible and also accessible to shopping areas, employment areas, grocery stores and medical offices.

HAS has addressed the housing issues of disabled families and families with disabled members by proactively making all programs and services available to qualified families. All facilities operated, and programs managed by HAS will be made 504 compliant or at least the minimum number of units will be made 504 compliant. If relocated disabled families are having difficulty in the relocation, HAS will provide for reasonable accommodations to address the issues. HAS has handicapped-accessible units in the public housing program. These units are available in the necessary bedroom sizes. During gathering data on the relocation survey, HAS included a specific area on the survey to assist families and the HAS in identifying special needs of each family. These special needs will be considered in making relocation offers.

(1) Vacant Turnover of Units at Other HAS Sites:

To accommodate all households needing a unit, HAS has prioritized the displaced families as the highest priority for vacant turnover units. HAS provides for this priority in the current Admission and Occupancy Policy (ACOP) and has updated the Administrative Plan to include a priority for relocation by HAS initiatives. The policies are incorporated in the PHA Plan process and remain supporting documents to the PHA Plan.

(2) HAS Developments:

HAS determined that families would be relocated at least once during the multi-phased undertaking of redevelopiment. The mandatory transfers to other available public housing or converted stock will be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation. All families relocating to public housing and other sites will be offered decent, safe and sanitary units that meet the local occupancy codes and UPCS or HQS- depending on the program requirement. All properties are inspected prior to occupancy and before relocation, the units are determined that they meet UPCS or HQS.

(3) Redevelopment Sites:

As the development continues through redevelopment- current residents will be prioritized for returning to the development/unit. Based on the individuals needs and from information gathered during the initial survey data, HAS has designed a plan to address all the family's requests during the relocation process.

Use of Section 8 Vouchers During the Relocation Process

HAS has determined that the HCV Program will be needed for a limited number of families during the relocation activities. HAS has a voucher program of adequate size to address these issues. Relocated families will have priority over current families on the waiting list- if the voucher is needed for relocation and these revisions have already been included in the Administrative Plan. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road, it is anticipated that vouchers will be offered for relocation and HUD is providing tenant protection vouchers.

II. Resident Return and Re-occupancy Policies

HAS has determined that the first choice of many residents of the development site is to remain a part of the community during the process and after the conversion to Project-based Vouchers under RAD or redevelopment. Under RAD, there is no rescreening or re-eligibility requirements; therefore, all families are eligible for the new units after renovation. HAS has presented a method that all families will be provided a tenant survey on the relocation/selection process and will update the survey information prior to relocation, if and when required.

Typically, there is no rescreening. Residents that are temporarily relocated must remain in in compliance with the program (not be terminated) and have the first-priority right of re-occupancy of the revitalized unit at the development. HAS has and will continue to plan collaboratively with residents and other stakeholders to establish the occupancy terms and conditions for the revitalized community as a result of tax-credit funding and other final issues that may arise, but residents still retain the right to return. Relocation activities will not begin until the re-occupancy standards are established, with resident

consultation. Consistent with the goal of maximizing the opportunities for the residents, HAS will also attempt to identify potential obstacles with any re-occupancy and assist with counseling and special services aimed at overcoming any special needs.

HAS does not foresee any imposed conditions on the rights of residents to return to the revitalized site/unit other than being a resident remain in compliance during relocation. It is anticipated that all residents will remain in compliance with these requirements. Any resident that is not in compliance will be notified of non-compliance and given an opportunity to cure the deficiency.

III.Summary of Moving Cost

Temporary Moves

It is anticipated that most, if not all, will have temporary moves which are required for a two-way move. For rehabilitation, the move will be from their current unit to another vacant unit for approximately 90 days and then the family will be moved back to the original unit after rehabilitation is complete.

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same development/complex. (estimated cost of $1,500 movement each way) This is based on relocations at other local PHAs in Springfield. Tennessee, Arkansas and Louisiana.

- Number of and cost amount for two-way moves to a unit not in the same development/complex, carried out by the HAS. (limited number based on the survey)

- Number of and cost amount for two-way moves to a unit not in the same development/complex not carried out by the PHA. (limited number based on the survey)

Permanent Moves

It is anticipated that a limited number of permanent moves will be required on this project. All families are eligible to return, and most will indicate that they want to return to the unit after completion of the rehab.

- Number of and cost amount for one-time moves into another unit in the same building/complex. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA. (limited number of units)

IV. Temporary Relocation Assistance

HAS will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), HAS will send a RAD Notice of Relocation to residents who will be relocated. HAS will use the language outlined in PIH 2016-17 Appendices 3 and 4 sample RAD Notices of Relocation that will to be provided to residents that will be temporarily relocated.

The temporary relocation assistance the HAS will provide for residents is outlined in (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - HAS will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The units will be located in the same development-whenever possible- and HAS will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation at URA levels. It is anticipated the relocation will be for a very short duration; however, should the process become longer, the HAS will provide additional notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since some residents prefer to pack their own personal possessions and items of value, residents will be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the HAS will provide the resident with information on how to request this assistance. In those cases, HAS will assist the resident with the packing. HAS is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. HAS may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.

- Payment for Temporary Relocation Moving Expenses - The HAS generally chooses to do the following:

    - Undertake the moves itself, using force account labor (HAS laborer) or a moving company; or

    - As an alternative to the HAS's contractor or moving company;
        - Reimburse residents for all actual and reasonable moving costs.

The HAS will not make fixed payments since such payments may not be representative of actual reasonable costs incurred.

- Utility Costs - HAS is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, HAS is responsible for covering the expenses involved in transferring existing service. Utilities will be already turned on in the unit and HAS will pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). Although not anticipated, if a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the HAS utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

It is anticipated that there will be some cases of required permanent relocations. When those conditions occur, HAS would use the requirements outlined in PIH 2016-17 as follows:

Based on the local housing resources available, HAS will identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;
- Private-market rental housing (affordable, non-subsidized)

VI. Relocation Budget

Based on the results of the planning process, the HAS has a relocation budget that includes the following components:

1) The cost of administering the plan and providing assistance and counseling.

2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).

3) The cost of the physical move of the residents' belongings.
This physical move cost total is based on the move scenarios anticipated or projected by the resident survey.

4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.

5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).

Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. HAS states that these costs are indicated in the application, or attach any other information required by HUD, to support these costs.

HAS understands that the statutory requirements and protections of the URA cannot be altered or waived by a Relocation Plan. All tenants who are on-site at the time of the required relocation are entitled to URA-level assistance unless eviction for cause is in process or recently completed. Any eviction proceeding that commences after that date may not result in denial of benefits as required under the URA.

Sources of Funding

What sources of funding will be used to pay for relocation activities?

HAS intends to utilize the following sources for funding relocation over the next 3 years:

Program	2020	2021	2022	Total
Operating Funds/Capital Funds	0	0	0	0
LIHTC	578,000			578,000
Total for Relocation	578,000			578,000

VII. Appeal Process

If a resident disagrees with HAS's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the HAS. The Relocation Plan provides the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is

involved). At a minimum, the resident will have 60 days to file an appeal with HAS after receiving written notification of a claim or ineligibility determination.

HAS's relocation plan includes an opportunity for an appeal through HAS's usual grievance procedure, except that the time limit for requesting an appeal may not be less than 60 days after the family receives written notice of the disputed decision.

Households dissatisfied with the outcome of a grievance will be advised in writing of the right to seek further review at the local HUD Field Office. Disputes subject to appeal will include the HAS's determination of eligibility for assistance, including denial of eligibility and determinations of family status as displaced persons, and HAS decisions about the nature, scope and amount of relocation assistance.

VIII. Certification

HAS certifies that it is in compliance with the URA and, if applicable, section 104(d).

Katrina Wolfram
Executive Director

3/3/2020
Date

Exhibit H

APPRAISAL – APARTMENTS LOCATED IN WEST SUNSET STREET PUBLIC HOUSING REDEVELOPMENT AREA

[Provided Under Separate Cover

Exhibit 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	Redevelopment Agreement
Date of Document:	_____, 20___
Grantor:	City of Springfield, a municipal corporation
Grantee:	_____
Legal Description:	See Exhibit A attached hereto.
Please return recorded document to:	City of Springfield Planning and Development Department P.O. Box 8368 840 N. Boonville Ave. Springfield, MO 65801

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

REDEVELOPMENT AGREEMENT BETWEEN

_____

AND

CITY OF SPRINGFIELD, MISSOURI

FOR_____

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20_____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on _____, _____ the Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Redevelopment Plan for the _____Redevelopment Area; and

WHEREAS, on _____, _____ the Planning and Zoning Commission recommended the Amended Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the City Council approved Special Ordinance _____, which approved the Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, MO, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

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

1. Agreement. Developer agrees to perform all work in accordance with: the provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Redevelopment Plan for _____ Redevelopment Area, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

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

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

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of Payments in Lieu of Taxes ("PILOT") that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

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

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

To the City:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

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

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _[title/position]_ of _[name of entity]_, a [corporation/partnership/etc.]_ duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

One-rdg. _____
P. Hrngs. X
Pgs. 130
Filed: 11-24-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 289 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Redevelopment Plan submitted by Keystone Family Homes, LP, for the Villa Marie Apartments Public Housing Redevelopment Area; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

_____

WHEREAS, the City of Springfield, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300-99.660, RSMo (the "Act"), has established the Land Clearance for Redevelopment Authority of the City of Springfield, Missouri (the "Authority"); and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report, attached as "Exhibit 1," and Redevelopment Plan, attached as "Exhibit 2," have been prepared and submitted to the Authority and the Planning and Zoning Commission for their consideration; and

WHEREAS, the Redevelopment Area for purposes of this Ordinance is described in "Exhibit 1"; and

WHEREAS, after duly considering the Blight Report and Redevelopment Plan, at its November 17, 2020, meeting the Authority approved a recommendation of the Blight Report by a vote of 4 to 0, and approved the Redevelopment Plan by a vote of 3 to 0, with one abstention; and

WHEREAS, the Redevelopment Plan was presented to the Planning and Zoning Commission on November 19, 2020, which voted to recommend approval of the Redevelopment Plan 9 to 0; and

WHEREAS, City Council held a public hearing on November 30, 2020, for which notice was properly given in accordance with the law, and all interested parties were given the opportunity to be heard.

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

Section 1 – It is hereby found, determined, and declared that the Villa Marie Apartments Public Housing Redevelopment Area (the "Area"), which is more particularly described in the Blight Report, which is attached hereto as "Exhibit 1" and incorporated herein by this reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the Area is therefore blighted. It is further found that this is an area that is appropriate for the undertaking of a redevelopment project in conformance with the Redevelopment Plan described in "Exhibit 2."

Section 2 – The Redevelopment Plan described in "Exhibit 2," which is attached hereto and incorporated herein by this reference, is hereby found to be a feasible and reasonable plan for the redevelopment of the Area and is in conformity with the general plan for development of the City and is an appropriate plan for the clearance, reconstruction, rehabilitation and renewal of the entire Area, and for future land uses. The Redevelopment Plan is found to meet the requirements of Section 99.430(4), RSMo, and is hereby adopted by City Council.

Section 3 – The City Manager or designee is authorized to enter into an agreement in substantial conformance to "Exhibit 3," which is attached hereto and incorporated herein by this reference, and to take such further action as may be required of the City to comply with the Workable Program.

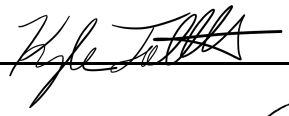
Section 4 – This Ordinance shall be in full force and effect from and after passage.

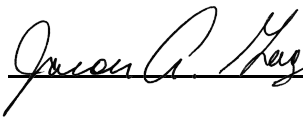
Passed at meeting: _____

_____
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- 289

FILED: 11-24-20

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To approve a redevelopment plan submitted by Keystone Family Homes, LP, for the Villa Marie Apartments Public Housing Redevelopment Area, which consists of approximately 3.16 acres generally located along the north side of the 1000 block of East Norton Road; declare the Area to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend Approval. Staff recommends denial on the basis of blight.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority ("LCRA") may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted.

Keystone Family Homes, LP, has submitted a blight report and redevelopment plan for the proposed Villa Marie Apartments Public Housing Redevelopment Area. The Area consists of one parcel located on the 1000 block of East Norton Road, comprising approximately 3.16 acres and contains the Villa Marie Apartments, a 32-unit public housing development that was constructed in 1972 to provide decent and safe rental housing for eligible low-income tenants.

This Ordinance will approve three things – a finding of blight, approval of a redevelopment plan and authorization of an agreement between the City and the developer regarding the redevelopment and provision of property tax abatement.

Blight Study

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, 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.*

The Report claims the presence of these conditions hinders the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare. Staff reviewed the Blight Report and concluded that it does not sufficiently demonstrate that the Redevelopment Area qualifies as a blighted area. The definition of a blighted area suggests such area must exhibit a predominance of blighting conditions in its present condition and use. Staff finds that the based on the evidence presented in the Blight Report, most of the property deficiencies appear to be relatively minor and attributable to deferred maintenance.

The Blight Report states that no significant comprehensive renovation of the structures in the Redevelopment Area has occurred. Several needed upgrades are noted (essentially a listing of the planned renovations) but no detail about the current conditions of these building systems are provided other than the age. Several of the conditions noted are typical of older structures, such as electrical wiring not meeting current code requirements; replacement of doors, windows, and flooring is needed; and furnaces and water heaters are old and not energy efficient. For “factors which endanger life or property by fire and other causes,” the Blight Report notes that additional smoke detectors and CO2 detectors need to be placed in the units to meet current code. These are inexpensive fixtures and Staff does not consider this adequate to rise to the level of a blighting factor. Finally, the photos provided in the blight report show older structures in fair condition. Staff does not believe the blight report provides evidence that the condition of the property “retards the provision of housing accommodations” (since the properties have been continuously occupied since construction) or that the condition of the property “constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.”

In conclusion, the Blight Report fails to provide adequate evidence of a predominance of blighting factors and fails to connect these conditions with the negative outcomes required to meet the statutory blight definition.

Redevelopment Plan

The Redevelopment Plan proposes to completely rehabilitate the apartment buildings both inside and out, as well as make various site renovations. Improvements include, among others, replacement of doors, windows, and siding; upgrades to electrical, plumbing, and mechanical systems; lead-based paint and asbestos remediation; modifications for ADA-accessibility; and parking lot upgrades. The site will maintain the same number of dwelling units following completion.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole.

1. The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive Plan* designates the land within and surrounding the Redevelopment Area for Medium- or High-Density Residential Housing. This land use designation includes all types of multi-family residential housing with densities greater than six dwelling units per acre. The Plan recommends this type of land use be located where there is good traffic access, preferably along arterials and collectors. It also recommends that it be located between low-density housing and non-residential land uses, as well as near high-amenity areas.

   The Redevelopment Area is currently zoned R-HD, High-density Multi-family Residential District with a housing density of approximately 10.13 dwelling units per acre. The Area is located along East Norton Road, which is a secondary arterial street with City Utilities bus service. Furthermore, the existing multi-family residential development in the Redevelopment Area serves as a buffer separating the adjacent single-family residential housing to the north from the higher-intensity multi-family residential land uses and Interstate 44 to the south.

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

3. Many of the planning principles, objectives, and recommendations discussed in the *Neighborhoods Element* of the *Springfield-Greene County Comprehensive Plan* are focused on promoting continuous reinvestment and preservation of housing within established neighborhoods, eliminating blight, and encouraging a variety of housing types including single-family detached, townhouses, and apartments. The *Neighborhoods Element* also recommends the City continue to utilize programs and funding sources to help meet the housing needs of low-and moderate-income families and individuals. Such programs are helpful in maintaining the housing stock and provide a “safety net” for individuals in need in the neighborhoods.

   The Redevelopment Plan conforms with these recommendations by proposing to rehabilitate an existing low-income public housing development located within an established neighborhood.

<u>Economic Development Incentives Policy</u>

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*. Those policies are provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the *City of Springfield Comprehensive Plan*.

2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS: The LCRA reviewed the Redevelopment Plan on November 17, 2020 and recommended the Redevelopment Plan be approved by a vote of 3 to 0 with 1 abstention. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on November 19, 2020 and recommended approval by a vote of 9 to 0. Staff is supportive of the Redevelopment Plan; however, it recommends denial of this ordinance on the basis that the Redevelopment Area does not meet the definition of a blighted area, as evidenced in the blight report.

Submitted by:

Sarah Kerner, Economic Development Director

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit 1

DATA AND ANALYSIS OF CONDITIONS
REPRESENTING A "BLIGHTED AREA"

FOR THE

VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

OCTOBER 13, 2020 (UPDATED)





DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

DEVELOPMENT STRATEGIES®
guiding effective decisions in
real estate, community, and economic development

October 13, 2020

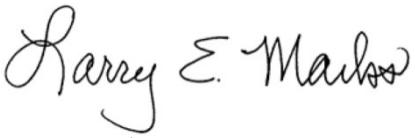
To Whom It May Concern:

Reference is made to the accompanying "Data and Analysis of Conditions Representing a 'Blighted Area' for the Villa Marie Apartments Public Housing Redevelopment Area" in Springfield, Missouri prepared by the undersigned.

Please be advised that, based upon the results of the above referenced study, the undersigned has determined that the area described in the study (the "Redevelopment Area") is a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statutes, as amended.

The Redevelopment Area suffers from a multitude of physical, social, and economic deficiencies including insanitary or unsafe conditions, deterioration of improvements, factors which endanger life or property by fire and other causes, and these conditions are conducive to retardation of the provision of housing accommodations, economic liability, social liability, and are a menace to the public health, safety, morals or welfare.

DEVELOPMENT STRATEGIES, INC.
Real Estate, Community and Economic Development Consultants



Larry Marks, AIA, AICP
Principal

TABLE OF CONTENTS

1.0 INTRODUCTION 1

- STUDY AREA 1
- EXISTING DEVELOPMENT 2
- EXISTING ZONING 2
- NEIGHBORING DEVELOPMENT 2
- DATA GATHERING METHODOLOGY 2

2.0 SUMMARY AND CONCLUSIONS 3

- SUMMARY 3
- FINDING OF BLIGHT 5

3.0 BLIGHTING FACTORS 6

- INSANITARY OR UNSAFE CONDITIONS 6
- DETERIORATION OF IMPROVEMENTS 6
- FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES 7
- RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS 8
- ECONOMIC LIABILITY 8
- SOCIAL LIABILITY 9
- MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE 9

EXHIBITS

- AERIAL PHOTOGRAPH 1

APPENDIX

- PHOTOGRAPHS OF BLIGHTING CONDITIONS ..... A
- LEGAL DESCRIPTION ..... B

1.0 INTRODUCTION

STUDY AREA

Development Strategies was tasked with a study of the Villa Marie Apartments Public Housing Redevelopment Area (the "Redevelopment Area" or "Area"), which is a single parcel (Parcel Number 1301120003) containing approximately 3.16 acres located at 1000 E. Norton Road in Springfield, Missouri (the "City"). The Redevelopment Area is located in the northern portion of the City of Springfield (see ***Aerial Photograph*** of Redevelopment Area). The Redevelopment Area in bounded to the north by E. Villa Marie Street, to the east by N. Howard Avenue, N. Norton Road to the south, and to the west by N East Avenue.



VILLA MARIE APARTMENTS
SPRINGFIELD BLIGHT STUDY
1000 E Norton Rd
Springfield, Greene County, Missouri 65803

DEVELOPMENTSTRATEGIES®
October 2020

EXISTING DEVELOPMENT

The Redevelopment Area comprises approximately 3.16 acres of land. The Area currently contains a total of 32 residential units (3 one-bedroom units, 15 two-bedroom units, 10 three-bedroom units, and 4 four-bedroom units) containing a total of about 29,000 rentable square feet. In addition, the Area contains an accessory building with a meeting room and a picnic area.

EXISTING ZONING

The Redevelopment Area is zoned R-HD (High-Density Multifamily Residential District). The existing residential develop is a legal conforming use.

.

NEIGHBORING DEVELOPMENT

The Redevelopment Area is surrounded on all sides by single family and multi-family residential development, with the exception of a power station located on the southwest corner of E. Norton Road and N. Howard Avenue.

DATA GATHERING METHODOLOGY

This study of the Redevelopment Area has been conducted and complies with the specific requirements of Section 99.320(3), as amended.

In addition to Development Strategies independent research, information was provided by the proposed developer BGC Advantage, as well as the following sources:

- Appraisals of all Keystone Homes properties prepared by the Gill Group
- Oke-Thomas +Associates architects
- The Snyder Construction Group
- Phase II site environmental studies by Spectrum Environmental, Inc.
- Asbestos inspections provided by Security Storage Service, Inc.
- Crime reports provided by the Springfield Police Department

A site visit was also conducted during October, 2020. Photographs from this visit are contained in Appendix A.

2.0 SUMMARY AND CONCLUSIONS

SUMMARY

This document undertakes, first, to identify those particular factors that might constitute and contribute to an overall, area-wide blighted condition and then, second, to make an objective determination whether or not those factors in aggregate justify a finding that the Redevelopment Area is blighted pursuant to Section 99.320(3), RSMo, which defines a blighted area as one that:

> *… 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[.]*

Based on the research conducted by Development Strategies' staff, and information obtained from various records of the City of Springfield and the developer (BGC Advantage), the Redevelopment Area is "blighted" by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare. Key factors in reaching this determination of blight are summarized below and described in greater detail in the following sections of this report.

Insanitary or Unsafe Conditions

- The structures in the Villa Marie Apartments Public Housing Redevelopment Area were built in 1972. As a result, they suffer from environmental problems that are typical of that construction period including contamination associated with asbestos.

- The property lacks a fence that could added additional needed security.

Deterioration of Site Improvements

Thirty-five years of age is generally used as criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. As a

result of age the apartments systems are at are near the end of their useful life and need replacement.
Needed improvements include:

- Exterior apartment buildings deficiencies – Siding that needs to be removed and replaced for all units, roofing shingles that need to be removed and replaced, windows that need to be replaced, and lack of adequate lighting at the front and rear of all units.
- Interior apartment units deficiencies – Electrical wiring that is not up to current code requirements, deteriorated flooring that needs to be replaced (many with asbestos concerns), interior doors and hardware that needs to be replaced, walls that need to be repaired and painted, insulation added to attics to provide adequate energy efficiency and comfort, new appliances (washer, dryer, and water heater) in all units to replace old and inefficient appliances, new furnaces and condensing units for all units to replace old and inefficient units, and the provision of broadband infrastructure currently missing for all units.
- Restriping of existing parking areas with required designation for accessible parking spaces.

Existence of Conditions Which Endanger Life or Property by Fire and Other Causes

- Lack of adequate fire detectors in units
- Lack of adequate CO2 detectors in units

Retardation of Provision of Housing Accommodations

- Need to retain essential affordable housing
- Need to provide ADA accessible residential units

Economic Liability

- It is essential to provide comprehensive reinvestment to sustain viability of apartment complex and economic viability of neighborhood,
- Need to overcome inability to pay reasonable taxes

Social Liability

- Need to provide accessible units to meet increasing demand of individuals with disabilities
- Lack of essential broadband access
- Need to enhance tax generation to provide social services for City of Springfield, Greene County, and other taxing jurisdictions

Menace to the Public Health, Safety, Morals, or Welfare

- Need to address environmental contamination by removal of asbestos
- Need to provide code compliant fire and CO2 detectors in residential units

FINDING OF BLIGHT

As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

3.0 BLIGHTING FACTORS

As described below, the Redevelopment Area suffers from insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the public health, safety, morals, or welfare.

INSANITARY OR UNSAFE CONDITIONS

Asbestos Contamination – A May 2020 report by Security Storage Service, Inc., cited the presence of asbestos throughout the Villa Marie Apartments. Specifically noted were:

- Ceiling texture in all buildings
- Black floor tile mastic in all buildings
- 12" floor tiles
- All sheetrock joint compound in all buildings

It is important to note that the report states that "This is not an all-inclusive list as other suspect items may be discovered during renovation/demolition." Given the age of the buildings, this is a reasonable assumption.

Lack of Security Fence – There is currently no security fence surrounding the Villa Marie Apartments complex, which is desirable to provide adequate safety for the property and tenants.

DETERIORATION OF IMPROVEMENTS

Building Improvements -- Although the age of a building does not automatically constitute a blighted condition, older structures, unless well maintained and updated regularly, tend to have problems with their electrical and mechanical systems, and often suffer from deferred maintenance, functional obsolescence, and gradual overall deterioration. Such is the case in the Redevelopment Area. The current structures were built in 1972, making them significantly older than 35 years old, which is generally used as criteria for identifying older buildings that are likely to experience electrical and mechanical problems, and a tendency for gradual overall deterioration. While the Housing Authority has maintained the existing units, no significant comprehensive renovation has occurred for nearly fifty years. As a result, a number of building items are at or near their useful life. Based on an analysis by Oke-Thomas + Associates architects, the following improvements need to be addressed:

Building Exteriors:

- All exterior siding needs to be removed and replaced
- Roof shingles need to be replaced
- All existing windows need to be replaced
- New wall mounted lighting needs to be added at the front and back of all units to provide safety and security.

Building Interiors:

- Electrical wiring in units does not meet current code standards and needs to be upgraded.
- Existing flooring in all units needs to be replaced (also an asbestos concern)
- All existing interior doors need to be replaced with new hardware added
- Existing insulation is inadequate and provide with R-43 insulation in all attics
- Interior walls need to repaired and painted
- For all units, existing washers and dryers are old and are not energy sufficient and need to be replaced with new energy efficient appliances
- For all units, existing water heaters are old and are not energy efficient and need to be replaced
- For all units, existing split system furnaces and condensing units are old and not energy efficient and need to be replaced
- Broadband infrastructure is missing and needs to be provided with for each dwelling unit consistent with the Federal Communication's requirements

Site Improvement Problems

- Portions of the parking lots along E. Villa Marie Street are deteriorating and need to be fixed.
- All Existing parking needs to be restriped with accessible parking spaces designated and parking signage provided.
- There are no sidewalks along N. East Avenue and N. Howard Avenue, and only partial sidewalks along E. Villa Marie Street.
- Portions of sidewalk along E. Villa Marie Street are deteriorated and need to be replaced.

FACTORS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Lack of Adequate Fire Warning system – Based on an inspection by Oke-Thomas + Associates architects, the smoke detectors in each residential unit are not up to current codes. There is a lack of detectors associated with bedrooms and electrical wiring for

detectors needs to be upgraded. The lack of adequate detectors with battery backup creates a situation where a fire can get out of control before someone can catch a fire in its early stage.
Lack of Adequate CO2 Detectors – CO2 can be difficult to detect and potentially deadly. Existing units need to be brought up to code for this type of detectors.

RETARDATION OF THE PROVISION OF HOUSING ACCOMMODATIONS

Provision of Essential Affordable Housing -- The residential units currently available in the Villa Marie Apartments provide essential affordable housing that is badly needed and in short supply in the City of Springfield. However, without addressing the blighting factors discussed in this report the provision of this essential affordable housing is questioned.

Lack of ADA Accessible Units – Accessible units for disabled individuals are always in short supply, especially affordable units. As the population of Springfield ages and more individuals are dealing with medical issues and disabilities, the need for accessible units will be even more critical. There are currently no fully accessible units at the Villa Marie Apartments. Four units are to be provided with one unit needed for tenants requiring visual and auditory enhancements. All disabled units needed to meet ANSI requirements including Americans with Disabilities Act (Title III), 2010 ADA Standards for Accessible Design, and Section 504 of the Rehabilitation Act of 1973 – 24 CFR 8.

ECONOMIC LIABILITY

Need for Substantial Reinvestment -- As a result of the blighting factors previously discussed, the Redevelopment Area constitutes an economic liability. The City of Springfield that must rely on continued revitalization and reinvestment in its existing buildings and neighborhoods. The Villa Marie Apartments Public Housing Redevelopment Area are at a point in their life cycle where significant reinvestment is need for the apartments to provide sustained viability. Without this investment the economic viability of the surrounding neighborhood will be negatively impacted.

Inability to Pay Reasonable Taxes -- The Villa Marie Apartments are currently owned by the Housing Authority of the City of Springfield. As a result, the property is tax exempt. There is currently a PILOT agreement with the City of Springfield, Greene County, Springfield R12 Schools, Springfield Workshop, OTC and the Collector of Revenue that generates nearly $3,400 which is significantly below what real estate taxes would be if the property were fully assessed (currently estimated at least more than $11,100 per an appraisal conducted by the Gill Group). However, when improvements are made it could be anticipated that the taxes per unit would be significantly higher. Eliminating the

blight in the redevelopment area would represent an investment that could allow new private ownership to pay reasonable taxes, if and when any agreed on incentives cease.

SOCIAL LIABILITY

The Redevelopment Area has also become a social liability, by virtue of the previously discussed blighting factors and the following considerations.

Lack of ADA Accessible Units -- The lack of ADA-compliant units and inadequate site improvements within the Redevelopment Area is a social liability This is especially important given the number of growing elderly population as the Baby Boomers age. According to the U.S. Census Bureau, more than one in five individuals in the United States is considered to have some level of disability and one in eight individuals is

considered to be severely disabled.

Lack of Broadband Access – None of the existing units currently have access to broadband infrastructure within their units. This lack of service is hampering the ability of tenants to access essential information and services necessary for daily life.

Lack of Adequate Tax Generation for Public Services – As a result of the non-profit taxing status of the Springfield Housing Authority, the taxes available to support badly needed public services (such as schools, libraries, health services, police and fire protection, etc.) for the City of Springfield, Greene County, and other taxing districts, are diminished compared to similar projects that are privately owned.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE

As a result of the previously discussed blighting factors, the Redevelopment Area has also become a menace to the public health, safety, morals, or welfare resulting from:

- The presence of asbestos associated with the Villa Marie Apartments
- The lack of current code compliant fire and CO2 detectors for residential units
- Missing or deteriorated pedestrian sidewalks/paths that could lead to tripping and falls. This is a particular concern for disabled individuals.

APPENDIX A

PHOTOGRAPHS OF BLIGHTING CONDITIONS



View of dated siding and poor landscape condition



View of dated exterior condition and poor landscaping



View of dated building exterior and poor landscaping

View of damaged guttering and drainage system



View of damaged sidewalk condition



View of dated building exterior and poor drainage/landscaping



View of dated building exterior and poor drainage/landscaping



View of worn parking lot conditions



View of typical trash dumpster condition



View of poor landscaping and site drainage



View of inferior basketball court and adjacent power substation



View of dated and unsafe playground equipment



APPENDIX B

LEGAL DESCRIPTION OF VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

APPENDIX B

LEGAL DESCRIPTION OF VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

Legal Description TRACT IX: (1000 Block E. Villa Marie/Norton Rd.) ALL OF LOTS THREE (3), AND FOUR (4) VILLA MARIE 2ND ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. Addresses: 1000 Block E Villa Marie / Norton Rd., Springfield, MO 65803

Exhibit 2

REDEVELOPMENT PLAN

FOR VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

SPRINGFIELD, MISSOURI

October 28, 2020

Redevelopment Plan

I. Introduction:

BGC Advantage, L.L.C., ("BGC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Keystone Family Homes, LP. The sites below have been combined and will be financed together in order to make the project financially feasible. There will be 5 units demolished at the Bolivar Road site. The overall project being financed is 297 units. Total development costs, total units, and total funds are impacted by all of the Redevelopment Plans.

SITE NAME	ADDRESS	NO. OF UNITS
Glenwood Apartments	722 E Glenwood	33
Scattered Apartments	1633, 1635, 1639, 1641, 1643, 1645 North Delaware	32
	714, 716, 722, 724, 730, 732, 736, 738 West Edgewood	
	2628, 2630 S Grant Ave.	
	1405, 1407, 1411, 1413, 1417, 1419, 1423, 1424 E High St	
	809, 811, 815, 817, 823, 825, 915, 917 West Sunset	
Circles Apartments	1634, 1636, 1642, 1644, 1648, 1650, 1652, 1654 North Delaware	20
	405, 406, 407, 408, 411, 412, 413, 414, 417, 418, 419, 420 South Weaver Ct	
Dogwood Square Apartments	800 Block S. Campbell	24
	800 Block S. Patton	
	300 Block W. Madison	
Cedarbrook Apartments	811 N. Cedarbrook Ave	80
Villa Marie/Norton Road Apartments	1000 Block E Villa Marie / Norton Rd.	32
Bolivar Road Apartments	2336 N Bolivar Rd & house located at 2301 N Fort	81
	TOTAL UNITS 302	

Keystone Family Homes, LP, a Missouri limited liability company (the "***Developer***"), has prepared the following plan (the "***Redevelopment Plan***") for the redevelopment of 3.16 acres in Springfield, Missouri. The Redevelopment Plan proposes to completely redevelop the Redevelopment Area (as defined below), eliminating an existing blighted area built in 1972 and replacing it with an attractive and well-constructed neighborhood development consisting of thirty-two (32) residential units and one (1) non dwelling buildings (the "***Project***"). The Development, located at 1000 Block E. Villa Marie/Norton Rd., will include 10 buildings that serves as an apartment complex and will consist of 32 Units, with the following breakdown: 3-One Bedroom Units, 15-Two Bedroom Units, 10-Three Bedroom Units, and 4-Four Bedroom Units. The project will serve very low-income families with rents based on the residents paying no more than 30% of their adjusted income. The rents will be set by the US Department of Housing and Urban Development. These will be restricted and will have a contract for project-based vouchers as follows:

Unit Type	#of Units	Monthly Rent
1 BR – RAD	3	$495
2 BR- RAD	15	$633
3 BR – 110% FMR	10	$1,100
4 BR – 110% FMR	4	$1,251

The project will have the appearance of low rise multi family structures through thoughtful design that considers the character of the existing neighborhood. The property is made up of one-story homes and townhouses. The Project will provide housing for approximately 32 families. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $2.79 million of the total development cost for this project to redevelop the site. But-for the provision of tax abatement this Project and/or similar development project activity to revitalize this blighted area would not be financially feasible.

II. Background:

There are twenty (10) residential buildings and one (1) non dwelling community building to be rehabilitated, in the Redevelopment Area. The existing development was built by HAS. Keystone Family Homes, LP, will acquire the property with HUD's approval. The project is being renovated, if approved by the City for a Redevelopment through the Rental Assistance Demonstration Program ("RAD").

A RAD

RAD was created to give public housing authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $26 billion-dollar nationwide backlog of deferred physical needs. RAD also gives public housing authorities the opportunity to enter into long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to **leverage public and private debt and equity in order to reinvest in the public housing stock**. This is critical given the backlog of public housing capital needs - estimated at over $35 billion. There is an estimated $18,281,762 total of physical needs at the Keystone Family Homes of which includes Villa Marie Apartments Public Housing Redevelopment Area. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. **This ensures that the units remain permanently affordable to low-income households**. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, **maintain the same basic rights** as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD **maintains the ongoing public stewardship** of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. HAS will continue to own the ground and lease it to the partnership. The HAS's nonprofit, Breckenridge Development Services, Inc., is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, **relying on shifting existing levels of public housing funds to the Section 8 accounts** as properties convert.

B. PILOT and PRIVATE INVESTMENT

HAS has had a cooperation agreement that allowed for a Payment in Lieu of Taxes (PILOT); however, in order to leverage the private investment to the property, HAS must take several actions to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day to day operation of the business. With this structure, HAS units remain earmarked for affordable housing, with layer funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the PILOT to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. The organizational structure is such that net cash flow generated will be available primarily to HAS. The project is now in need of the tax abatement assistance through the LCRA to keep the rents low and make the project financially feasible.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains approximately 3.16 acres and is situated on 100 Block E Villa Marie/Norton Road in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which

analysis is based on four indicators: (a) the population statistics show that the lower income cohort is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's LMISD data and the number of foreclosed and vacant housing units, there is an increasing need for decent affordable housing. This is expected to grow at a moderate increase for the next 5 years of over 4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Brendan Griesemer, AICP, on February 10, 2020. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five-Year Plan and Annual Plan and PHA Certifications of Compliance with the PHA Plans and related regulations.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan. Type or clearly print the following information:)

Applicant Name:	The Housing Authority of Springfield	
Project Name:	Bolivar Road Apartments &	Glenwood Apartments
Location of the Project:	2336 N Bolivar Road	722 E Glenwood Street
	Springfield , MO	Springfield, MO
Name of the Federal Program to which the applicant is applying:	Low Income Housing Tax Credits	
Name of Certifying Jurisdiction:	City of Springfield, Missouri	
Certifying Official of the Jurisdiction Name:	Brendan Griesemer, AICP	
Title:	Assistant Director Planning and Development Department	
Signature:	Brendan Griesemer	
Date:	2-10-2020	

ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2019-2020 Plan outlines the need for RAD and the investment need for rehabilitation in the Villa Marie Apartments Public Housing Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will be investing an estimated $12,608,775 of equity into a project with a total development costs of $43 million. The sources of funding include:

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	0
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000

2ND MORTGAGE	0
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health – especially considering the fact that the Villa Marie Apartments Public Housing Redevelopment Area serve a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Redevelopment Area diminish the public morale and welfare with respect to the perception of this portion of the City.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all of the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what the HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable as a way to provide housing to the very low income.

Due to the condition and layout of the Redevelopment Area, substantial capital investment will be necessary to rehabilitate the remaining structures, build a new center, and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The units will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunity for the City. If the Villa Marie Apartments Public Housing Redevelopment Area is not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. In order to have safe, sanitary, livable units, blight must be removed, and the area redeveloped as affordable housing serving the very low income. The Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and Section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a neighborhood consisting of 32 residential units and one residential service buildings. The bedroom mix and rents are as follows:

Unit Type	#of Units	Monthly Rent
1 BR – RAD	3	$495
2 BR- RAD	15	$633
3 BR – 110% FMR	10	$1,100
4 BR – 110% FMR	4	$1,251

Each building has a unit dedicated to a family dwelling. The appearance of the structures through thoughtful redesign and preservation is key. In total, the project will accommodate up to approximately 32 families. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent to create a safe living environment for the residents. There will be front door and back door lights at every unit. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping and architectural/design elements and will incorporate updated design features such as a front porch columns and a new community building.

IV. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of 11 buildings, 10 dwelling and 1 non dwelling on 3.16 acres. The development was built in 1972. There are two parts to the development that are cut in half by a storm water system. The acreage is 3.16.

B. Proposed Land Use

The proposed land use for the Redevelopment Area is as a rehabilitated neighborhood consisting of 32 residential units. The Development located at 1000 Block E. Villa Marie/Norton Rd., will include 10 buildings that serves as an apartment complex and consists of 32 Units, with the following breakdown: 3-One Bedroom Units, 15-Two Bedroom Units, 10-Three Bedroom Units, and 4-Four Bedroom Units. The land will remain the same. There will be a newly constructed community building in order to provide self-sufficiency and resident services. See the local resident services commitments that were not possible without a larger building to house the programs. (Please see Exhibit "I" Service Enrichment Letters of Support.)

All of the living space will be on the ground floor except for one (1) to two (2) bedrooms and one (1) bathroom on the second floor in the townhome style units. There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. The sidewalks and streets will be updated so units to the extent feasible will be visitable. The new community center will be handicapped accessible. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit "C" and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is, according to the City of Springfield,

zoned R-HD, High-Density Multifamily Residential District. The subject is a legal, conforming use. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

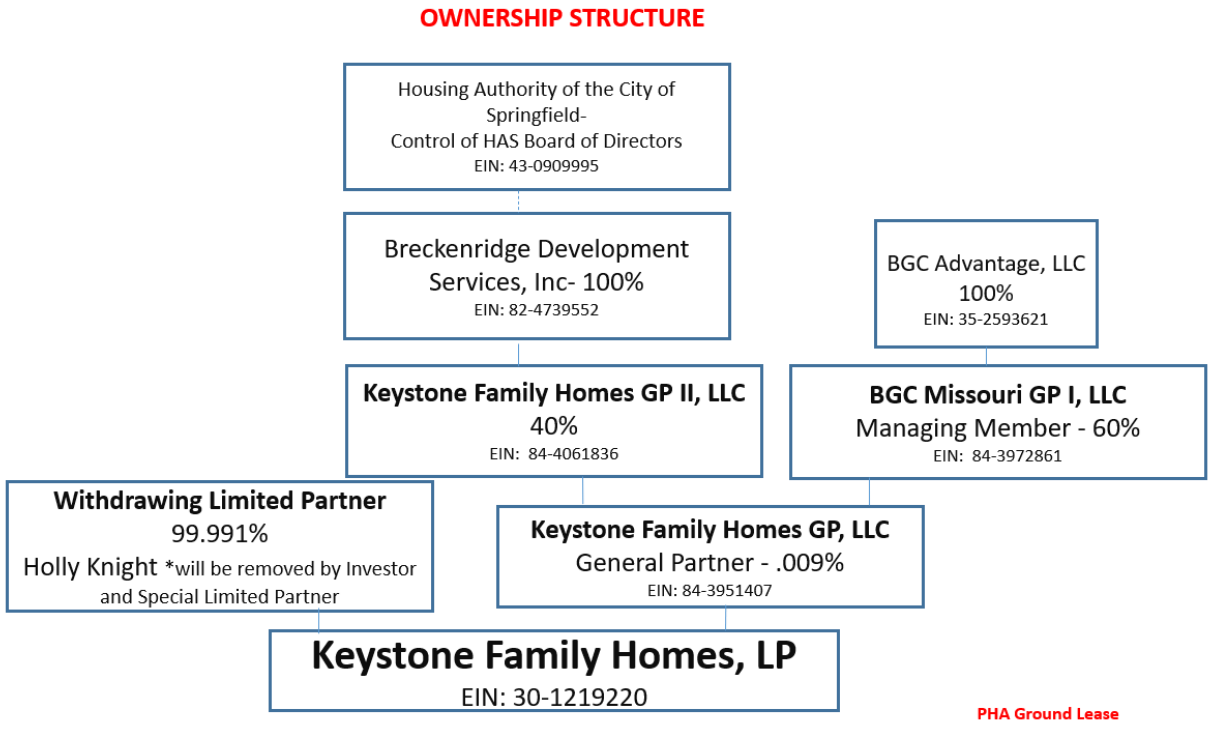
V. Execution of the Project:

A. Execution

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

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. Sources and Uses are referenced below, as well as, referenced in “Exhibit E” attached.

SUMMARY INFORMATION
Keystone Family Homes
(Bolivar Road Apartments, Glenwood Apartments, Cedarbrook Apartments, Circles Apartments, Scattered Apartments, Dogwood Square Apartments, Villa Marie/Norton Road Apartments)

DEVELOPMENT BUDGET	
ACQUISITION	10,440,000
SITE IMPROVEMENTS	0
CONSTRUCTION	23,242,328
PROFESSIONAL FEES	4,634,850
BOND COSTS	370,000
CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
1ST MORTGAGE	20,000,000
2ND MORTGAGE	0
CASH FLOW FROM OPERATIONS	750,000
SELLER MORTGAGE	9,258,590
PHA CASH FLOW	400,000
DEF. DEVELOPER FEE	885,700
TAX CREDIT EQUITY	12,608,775
TOTAL SOURCES	43,903,066

D. Disposition of Property

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

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Keystone project has accumulated approximately 80 vacancies across the sites. Families will be relocated within the public housing/Keystone sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's approved relocation plan.)

F. Redevelopment Schedule and Estimated Dates of Completion

The Developer estimates that each stage of the Project will be completed in accordance

with the following schedule:

- Pre-Construction (Inspections/Permits): Completed by November/December 2020
- Rehabilitation of units: Completed by November 2022
- Re-occupancy of site and new lease up completed by December 2022

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the "Code") the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided." The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. Exhibit E contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the project to proceed. Exhibit E also includes an amortization schedule and additional information that supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and attractive neighborhood providing housing for 80 families that are at or below 60% Area Median income that eliminates existing blight would not be feasible. Exhibit "F" contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a

significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project using the Net Operating Income Approach. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, while the tax revenue over the next 10 years would be reduced by approximately $125,763 the affected taxing jurisdictions would see a net positive impact of $5,338 in the cumulative receipt of property tax revenue over the next 10 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also in compliance with HUD, MHDC, and the Springfield Housing Authority Public Housing Annual and 5 Year Plan. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Prior to application for Certificate of Qualification for Tax Abatement (the "Certificate") issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall, at a minimum, address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 32 housing units on a 3.16-acre site. In total, the Project will provide housing for 32 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns. There will be a resident community center constructed to address the social services needed for enhanced resident opportunities. (Please see Exhibit "I" Service Enrichment Letters of Support.)

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Exhibit A

Map of Redevelopment Area

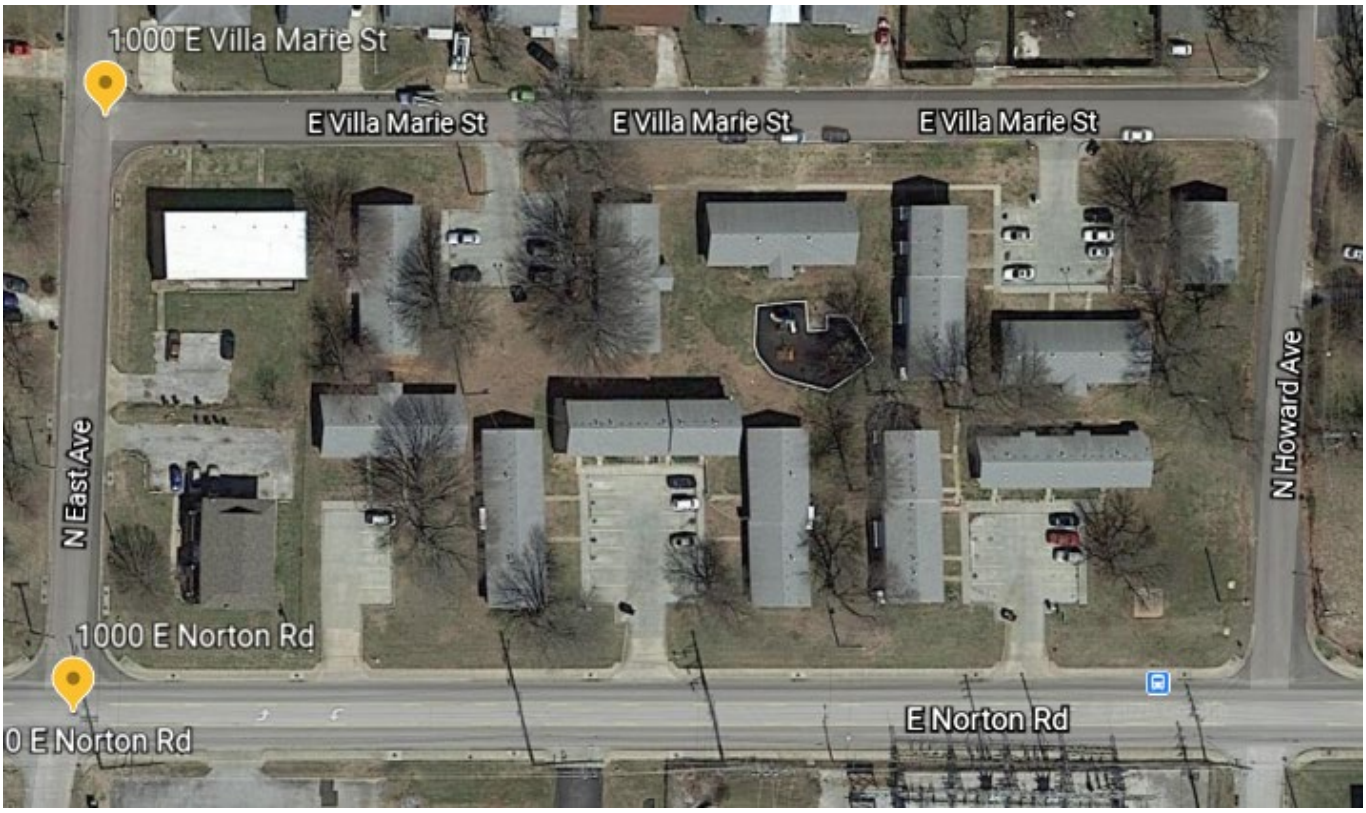


Exhibit B

Legal Description of Redevelopment Area

Legal Description

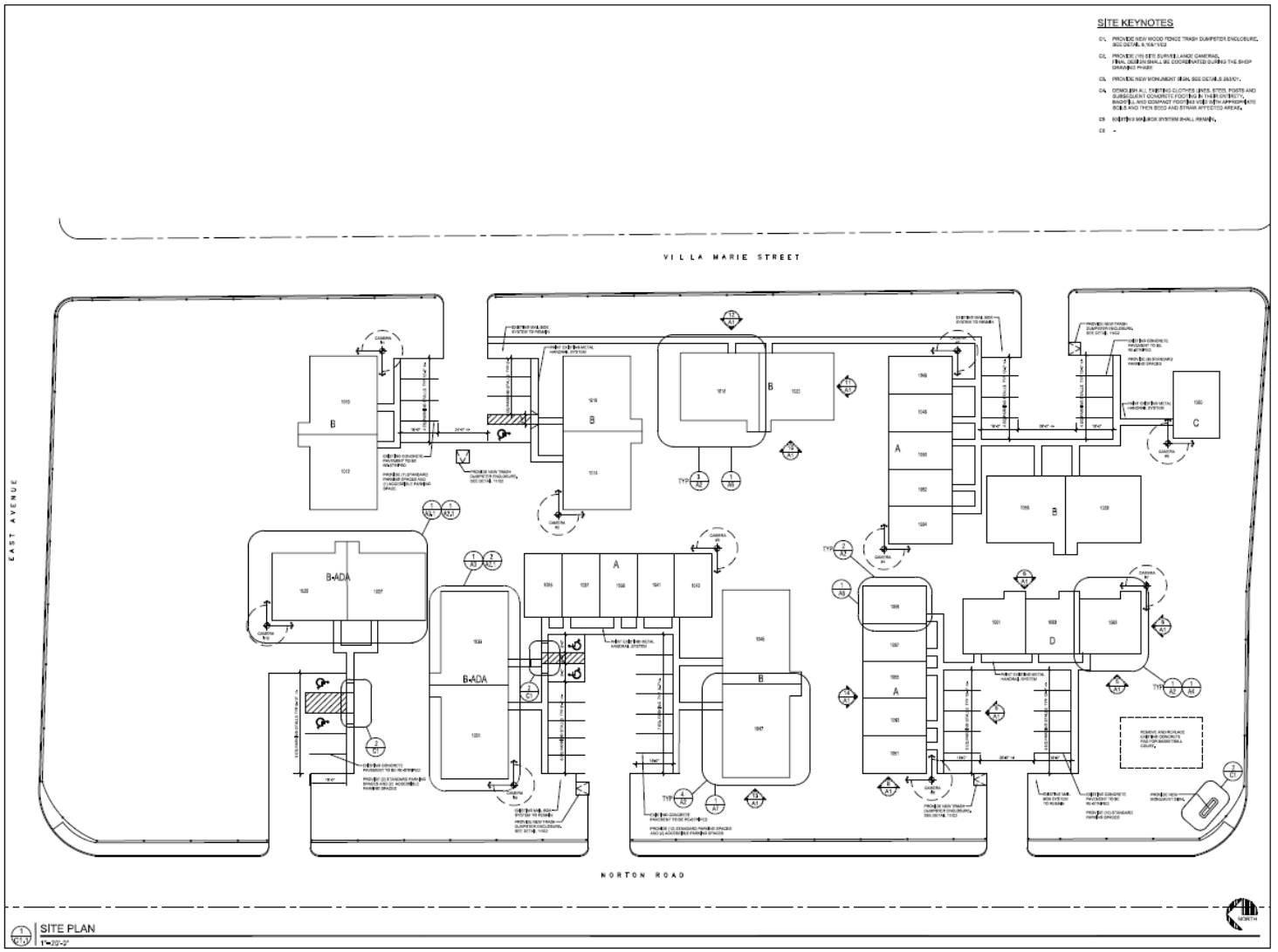
TRACT IX: (1000 Block E. Villa Marie/Norton Rd.)
ALL OF LOTS THREE (3), AND FOUR (4) VILLA MARIE 2ND ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Addresses:

1000 Block E Villa Marie / Norton Rd., Springfield, MO 65803

Exhibit C

SITE PLAN – VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA



REVISIONS

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONSULTANTS

VILLA MARIE APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

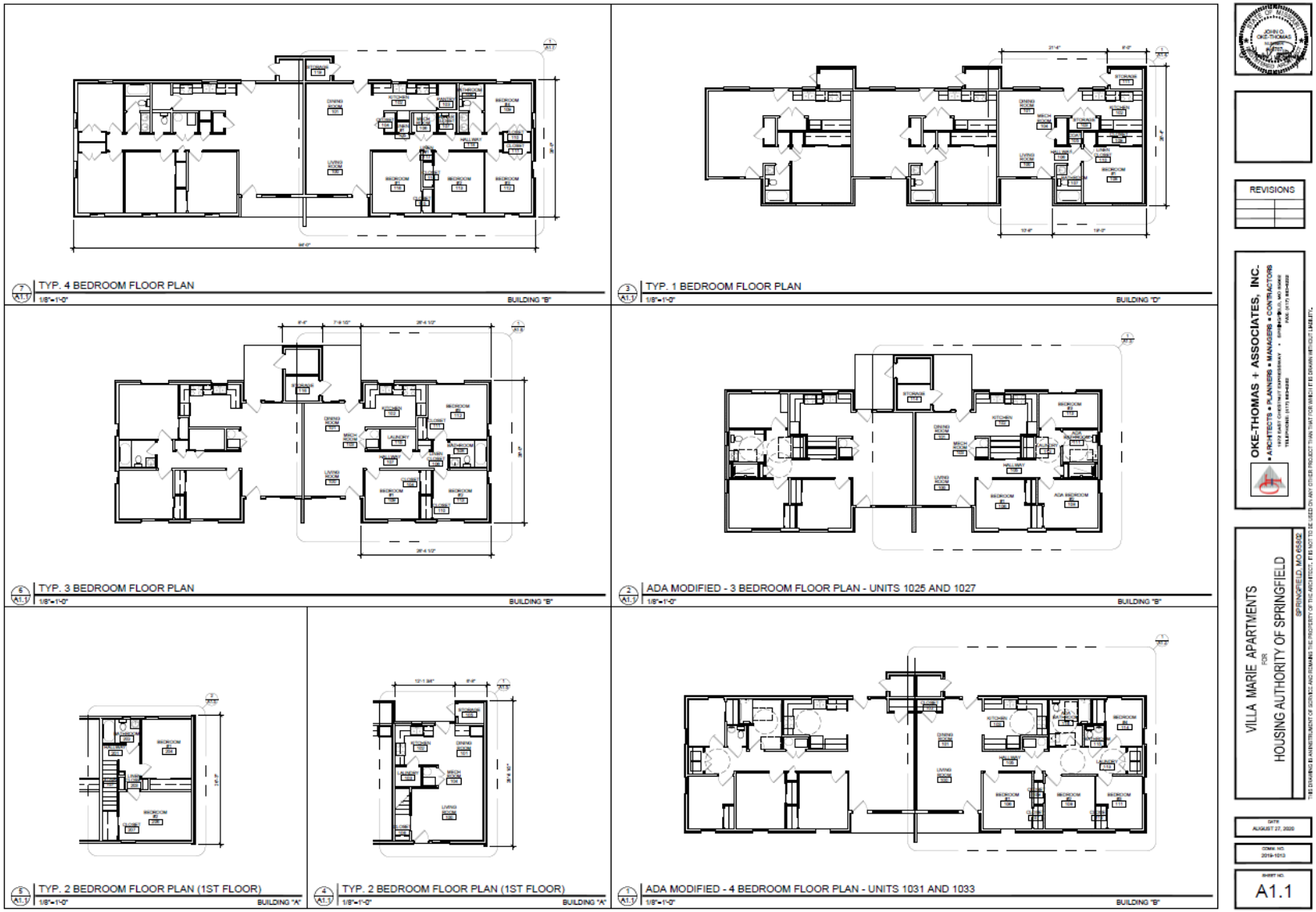
DATE
AUGUST 27, 2020

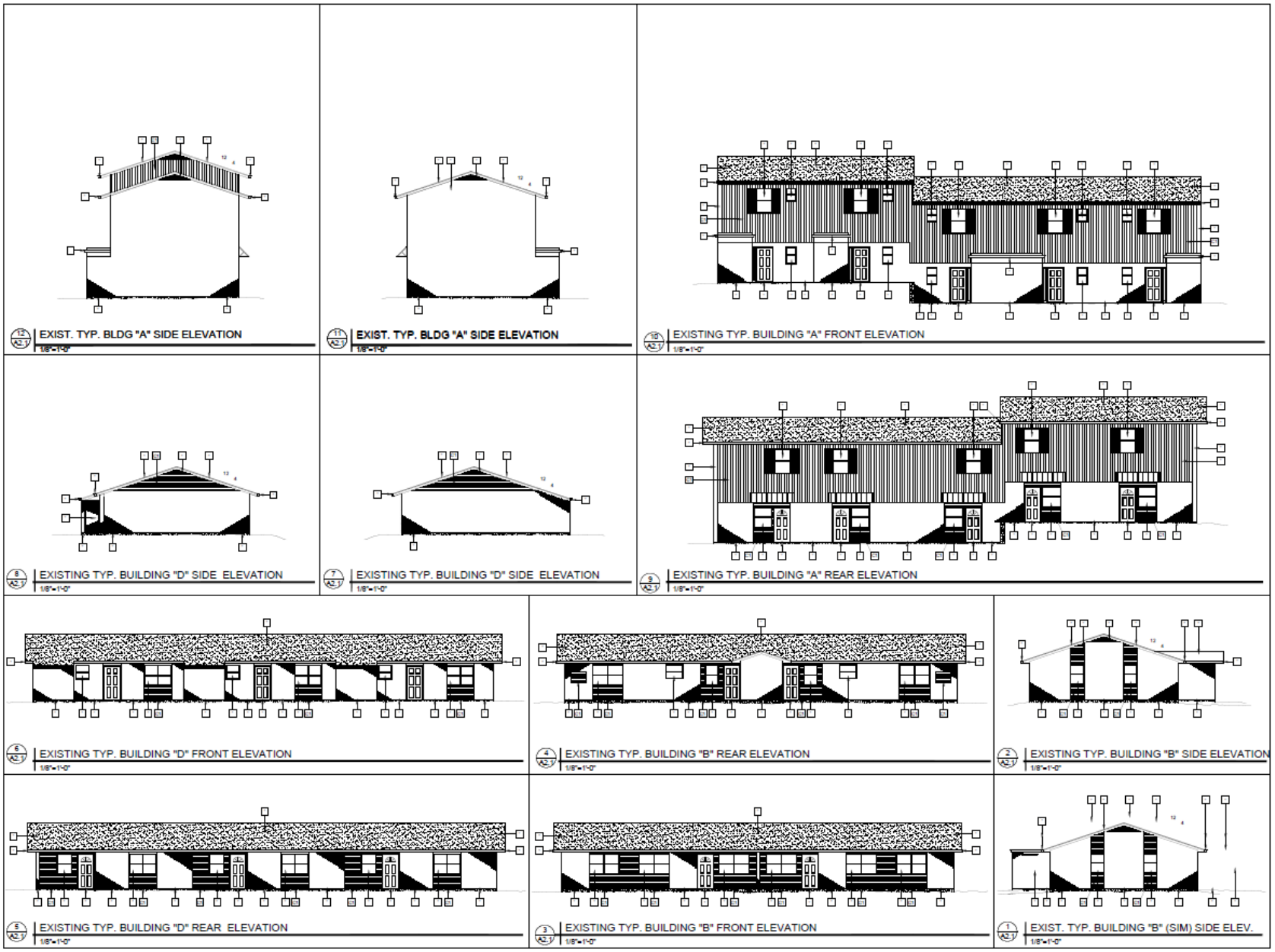
CONSL NO.
2019-0315

SHEET NO.
C1.1

Exhibit D

SITE LAYOUT AND DESIGN- VILLA MARIE APARTMENTS





REVISIONS

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS

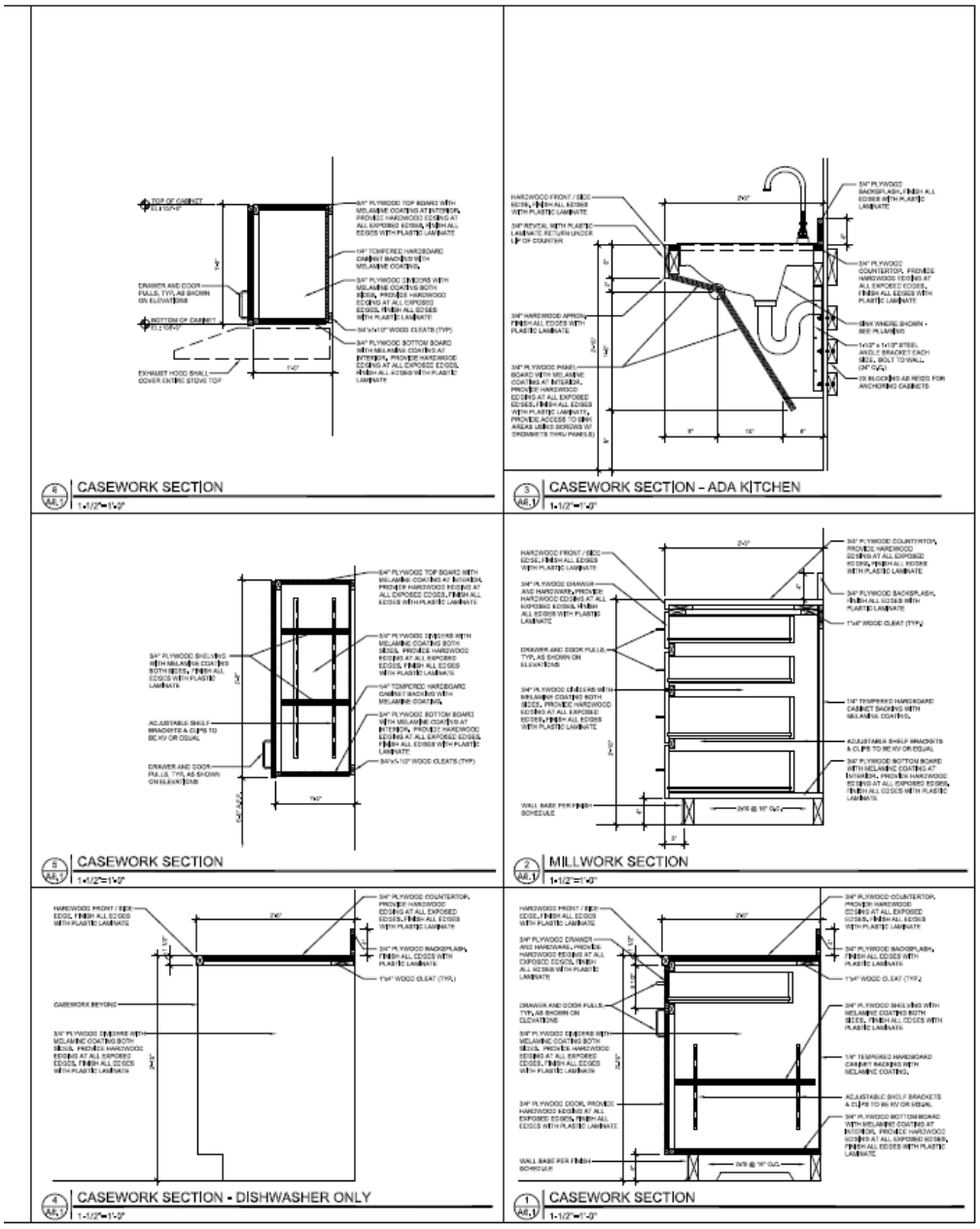
VILLA MARIE APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

THE DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

DATE
AUGUST 27, 2020

COMM. NO.
2019-1013

SHEET NO.
A2.1



REVISIONS

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1470 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE (417) 862-6602 FAX (417) 862-6603

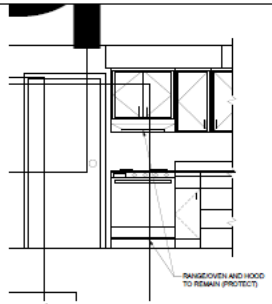
VILLA MARIE APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS SHOWN WITHOUT WRITTEN...

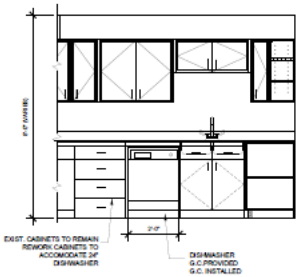
DATE
AUGUST 27, 2020

COMM. NO.
2019-1313

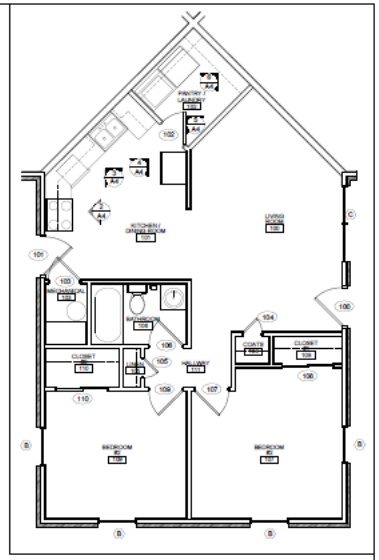
SHEET NO.
A6.1



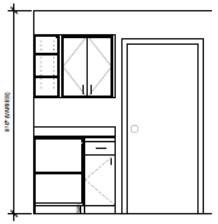
2 / A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



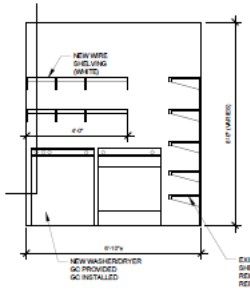
3 / A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



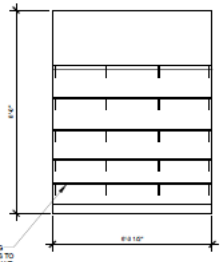
1 / A4 TYP 2 BEDROOM FLOORPLAN
1/4"=1'-0"



4 / A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



5 / A4 TYP PANTRY MILLWORK ELEV.
1/2"=1'-0"



6 / A4 TYP PANTRY MILLWORK ELEV.
1/2"=1'-0"

DOOR SCHEDULE

MK	DOOR OPENING WIDTH	DOOR OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	THICKNESS	TYPE	FRAME	GLAZING DOOR	GLAZING TRANSOM	THRESHOLD	LABEL	DETAIL H	DETAIL J	HDWR GROUP	REMARKS
100	3'-0"	6'-8"	EXIST.	EXIST.	1 3/4"	D1	EXIST. WD	YES	NO	YES	NONE			H-1	NEW PRE-HUNG INSUL. ENTRY DOOR
101	3'-0"				1 3/8"	D4		NO						H-1	NEW PRE-HUNG INSUL. ENTRY
102	2'-6"				1 3/8"	D2								H-2	NEW HOLLOW CORE WD. DOOR
103	2'-6"													H-2	
106	2'-6"													H-2	
105	1'-6"													H-2	
109	2'-6"														
107	2'-6"														
104	1'-6"														
108	2'-0"(PR)					D3									SLIDING DOOR SYSTEM
111	2'-0"(PR)					D3									SLIDING DOOR SYSTEM

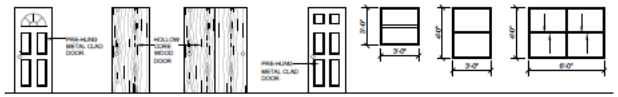
TYPICAL 2-BEDROOM UNIT ADA BLG."B"

HARDWARE GROUPS DOORS & WINDOW TYPES

H-1 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
ENTRANCE LOCKSET & DEADBOLT
WALL MOUNTED STOP
PEEPHOLE
WEATHER STRIPPING

H-2 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
PRIVACY LOCKSET
WALL MOUNTED STOP

H-3 EACH DOOR TO HAVE:
(3) HINGES
LEVER HANDLE OPERATION
PASSAGE LOCKSET
WALL STOP



DOOR '01' DOOR '02' DOOR '03' DOOR '04' WINDOW 'A' WINDOW 'B' WINDOW 'C'

WINDOW SCHEDULE

MARK	DESCRIPTION	WINDOW OPENING WIDTH	WINDOW OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	GLAZING	LINTEL	STOOL	SILL HEIGHT	REMARKS
A	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	3'-0" +/-	EXIST.	EXIST.	INSUL. LOW E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
B	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	6'-0" +/-	EXIST.	EXIST.	INSUL. LOW E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2
C	DOUBLE HUNG VINYL INSULATED WINDOW	6'-0" +/-	6'-0" +/-	EXIST.	EXIST.	INSUL. LOW E	EXIST.	EXIST.	EXIST.	SEE WINDOW NOTE 1 & 2

WINDOW NOTE: 1. REMOVE EXISTING WINDOWS AND REPLACE WITH NEW LOW E INSUL. VINYL WINDOWS. VERIFY THE SIZES OF EXISTING OPENINGS AT THE JOB SITE.
2. CAULK CONT. AROUND WINDOW FRAMES ON THE EXTERIOR.

JOHN O. OKE-THOMAS
REGISTERED ARCHITECT
STATE OF MISSOURI

REVISIONS

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1979 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE: (417) 862-4222 FAX: (417) 862-4223

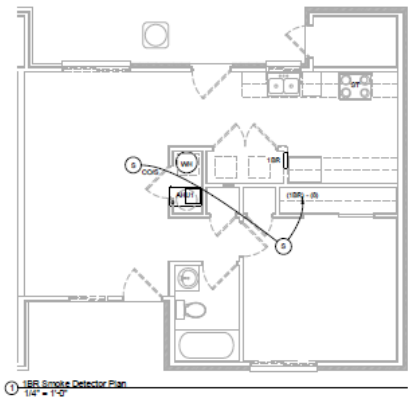
CEDARBROOK APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
@SPRINGFIELD, MO 65802

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

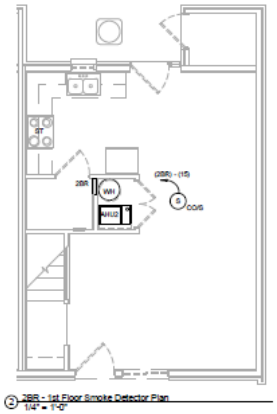
DATE
AUGUST 27, 2020

DRWG. NO.
19-1013

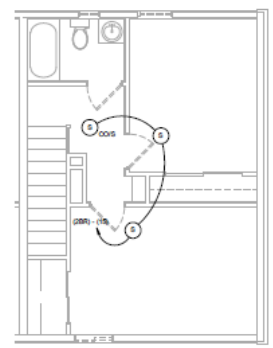
SHEET NO.
A4



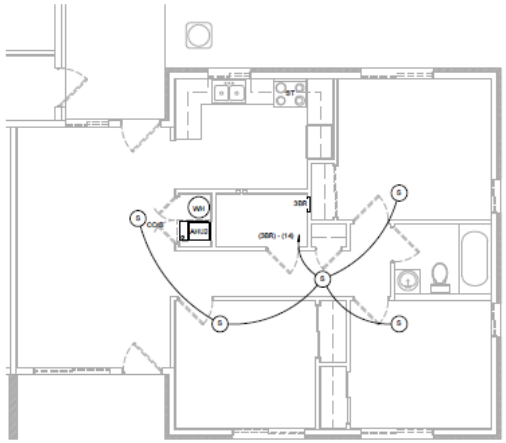
1 1BR Smoke Detector Plan
1/4" = 1'-0"



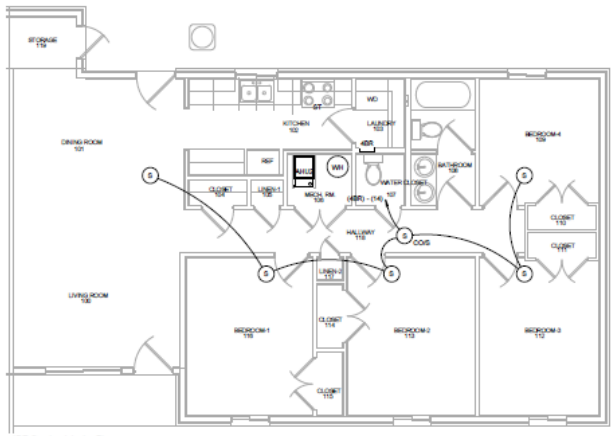
2 2BR - 1st Floor Smoke Detector Plan
1/4" = 1'-0"



3 2BR - 2nd Floor Smoke Detector Plan
1/4" = 1'-0"



4 3BR Smoke Detector Plan
1/4" = 1'-0"



5 4BR Smoke detector Plan
1/4" = 1'-0"

Smoke Detector Plan

Date	7/2019
Project number	190702

GREEN ENGINEERING
2636 E. Adelphia Ct
Springfield, MO 65804
Tel: 417-234-1705
www.greenengineering.com

Green Engineering LLC
Missouri State Certificate of Authority
#2010028846

CONSTRUCTION DEVELOPMENT

Preliminary Not For Construction

Jeff Green - Professional Engineer
MO# PE-2012000758

REVISIONS

FINAL SET	4-2019

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1670 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE: (417) 865-8502 FAX: (417) 865-8503

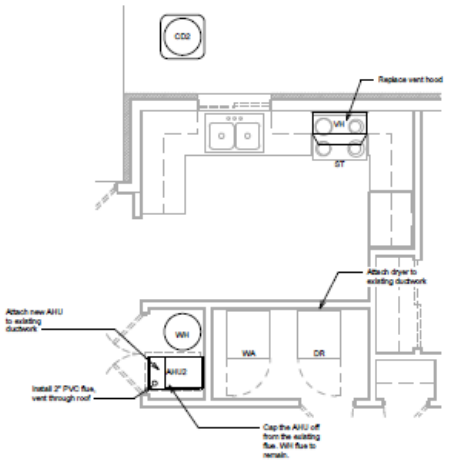
VILLA MARIE APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
421 WEST MADISON AVENUE SPRINGFIELD, MO 65802

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT THAN THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

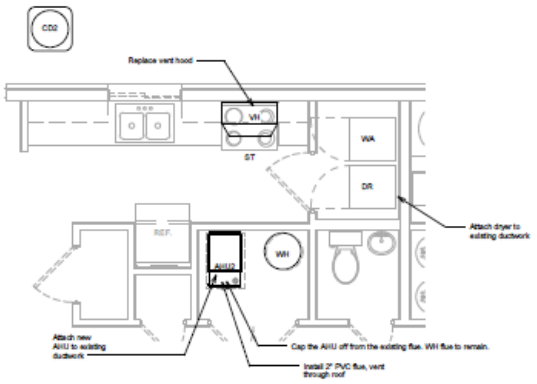
DATE
JULY 1, 2019

COMM. NO.
19-10--

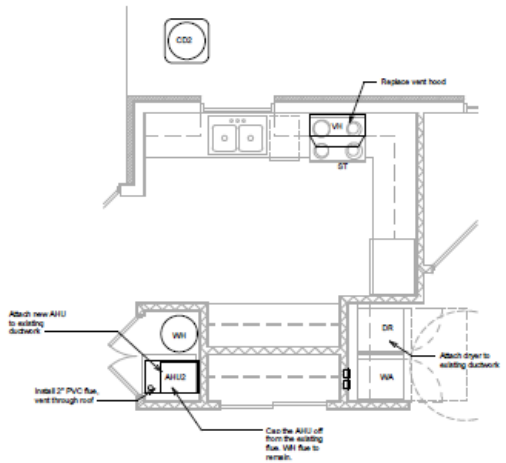
SHEET NO.
E6



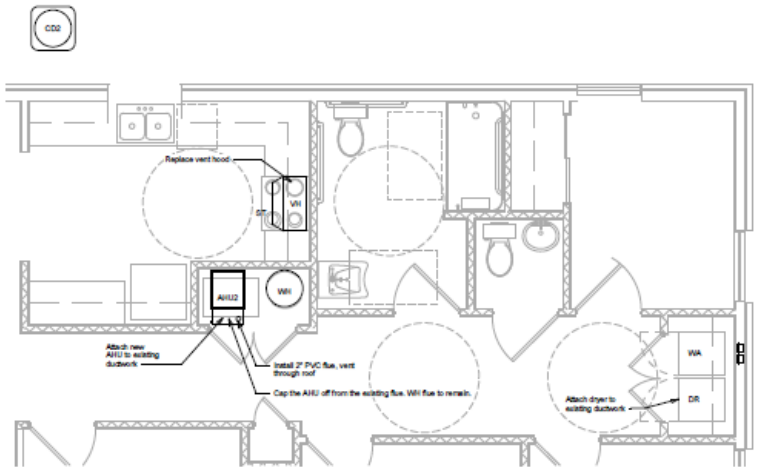
1 Mechanical Plan 3BR
3/8" = 1'-0"



2 Mechanical Plan 4BR
3/8" = 1'-0"



3 Mechanical Plan 3BR ADA
3/8" = 1'-0"



4 Mechanical Plan 4BR ADA
3/8" = 1'-0"

The Architect hereby distributes and publishes this material for the sole purpose of bidding and construction of the project described herein. Any other use or reuse of these documents without the written consent of the Architect is prohibited and unlawful.

CONSTRUCTION DOCUMENTS

Preliminary Not For Construction

Jeff Green - Professional Engineer
MO# PE-2012000758

REVISIONS

FINAL SET	7/2019

OKE-THOMAS + ASSOCIATES, INC.
• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1870 E. BATTLEFIELD EXPRESSWAY • SPRINGFIELD, MO. 65804
TELEPHONE (417) 882-8282 FAX (417) 886-8282

VILLA MARIE APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
421 WEST MADISON AVENUE SPRINGFIELD, MO 65802

THE DRAWING IS AN INSTRUMENT OF SERVICE AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS NOT TO BE USED ON ANY OTHER PROJECT NOR THAT FOR WHICH IT IS DRAWN WITHOUT LIABILITY.

Date	7/2019
Project number	190702

GREEN ENGINEERING
2650 E. Apollonia Ct
Springfield, MO 65804
TEL: 417-234-1785
www.greenengineering.com

Green Engineering LLC
Missouri State Certificate of Authority
#2010028846

DATE
JULY 1, 2019

DRAWN NO.
19-10~

SHEET NO.
M3

Mechanical Plan 3BR & 4BR

Exhibit E

TAX IMPACT ANALYSIS – VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

[Please see the attached]

Villa Marie Apartments

Tax Impact Analysis for 1000 Block E Villa Marie / Norton Rd.

City of Springfield, MO
10/28/20 v2

Villa Marie Apartments
2020 Real Estate Assessment & Taxes

1000 Block E Villa Marie / Norton Rd.

Current Assessment Ratio 19%

	Appraised*	Assessed
Land	$ -	$ -
Improvements	$ 602,609	
Total	$ 602,609	

Jurisdiction	**Tax**	**Levy per $100**
State of Missouri		0.0300
County General Revenue		0.1248
County Road and Bridge		0.1248
County Sheltered Workshop		0.0467
County Library		0.2434
OTC College		0.1996
Springfield R12 Schools		4.2727
City of Springfield		0.6196
Senior District		0.0493
	$ -	5.7109

* Per Tax Assessor Estimate Using 2019 Actual NOI Valuation with 7.0% Cap Rate

Villa Marie Apartments
Tax Impact Analysis - Assessment Assumptions

	2020					
	Appraised			Assessed		
Property	Land	Improvements	Total	Land	Improvements	Total
1000 Block E Villa Marie / Norton Rd.	$ -	$ 602,609	$ 602,609	$ -	$ 114,496	$ 114,496
Totals	$ -	$ 602,609	$ 602,609	$ -	$ 114,496	$ 114,496

		Redevelopment Estimate					
		Appraised *			Assessed		
	Property	Land	Improvements	Total	Land	Improvements	Total
Commercial		$ -		$ -	$ -	$ -	$ -
Residential							
Villa Marie Apartments			$ 1,694,150	$ 1,694,150	$ -	$ 321,888	$ 321,888
	Totals	$ -	$ 1,694,150	$ 1,694,150	$ -	$ 321,888	$ 321,888

Breakdown of Land/Improvement Values
Assessment Ratio (Commercial) 32%
Assessment Ratio (Residential) 19%

* Based on Net Income Valuation

Villa Marie Apartments
Tax Impact Analysis
Projected Tax Without Redevelopment

Biennial Growth Rate Assumptions - Real Estate Taxes -1%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	114,496	114,496	34.35	142.89	142.89	53.47	278.68	228.53	4,892.06	709.42	56.45	-	6,538.73
2	2022	-	114,496	114,496	34.35	142.89	142.89	53.47	278.68	228.53	4,892.06	709.42	56.45	-	6,538.73
3	2023	-	113,351	113,351	34.01	141.46	141.46	52.93	275.90	226.25	4,843.14	702.32	55.88	-	6,473.35
4	2024	-	113,351	113,351	34.01	141.46	141.46	52.93	275.90	226.25	4,843.14	702.32	55.88	-	6,473.35
5	2025	-	112,217	112,217	33.67	140.05	140.05	52.41	273.14	223.99	4,794.70	695.30	55.32	-	6,408.61
6	2026	-	112,217	112,217	33.67	140.05	140.05	52.41	273.14	223.99	4,794.70	695.30	55.32	-	6,408.61
7	2027	-	111,095	111,095	33.33	138.65	138.65	51.88	270.41	221.75	4,746.76	688.34	54.77	-	6,344.53
8	2028	-	111,095	111,095	33.33	138.65	138.65	51.88	270.41	221.75	4,746.76	688.34	54.77	-	6,344.53
9	2029	-	109,984	109,984	33.00	137.26	137.26	51.36	267.70	219.53	4,699.29	681.46	54.22	-	6,281.08
10	2030	-	109,984	109,984	33.00	137.26	137.26	51.36	267.70	219.53	4,699.29	681.46	54.22	-	6,281.08
		Total			336.69	1,400.61	1,400.61	524.11	2,731.64	2,240.08	47,951.88	6,953.68	553.29	-	64,092.59

Villa Marie Apartments
Tax Impact Analysis
Projected Tax Revenue With Redevelopment but Without Abatement

Biennial Growth Rate Assumptions - Real Estate Taxes 3%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	321,888	321,888	96.57	401.72	401.72	150.32	783.48	642.49	13,753.33	1,994.42	158.69	-	18,382.73
2	2022	-	321,888	321,888	96.57	401.72	401.72	150.32	783.48	642.49	13,753.33	1,994.42	158.69	-	18,382.73
3	2023	-	331,545	331,545	99.46	413.77	413.77	154.83	806.98	661.76	14,165.93	2,054.25	163.45	-	18,934.21
4	2024	-	331,545	331,545	99.46	413.77	413.77	154.83	806.98	661.76	14,165.93	2,054.25	163.45	-	18,934.21
5	2025	-	341,491	341,491	102.45	426.18	426.18	159.48	831.19	681.62	14,590.90	2,115.88	168.36	-	19,502.23
6	2026	-	341,491	341,491	102.45	426.18	426.18	159.48	831.19	681.62	14,590.90	2,115.88	168.36	-	19,502.23
7	2027	-	351,736	351,736	105.52	438.97	438.97	164.26	856.13	702.07	15,028.63	2,179.36	173.41	-	20,087.30
8	2028	-	351,736	351,736	105.52	438.97	438.97	164.26	856.13	702.07	15,028.63	2,179.36	173.41	-	20,087.30
9	2029	-	362,288	362,288	108.69	452.14	452.14	169.19	881.81	723.13	15,479.49	2,244.74	178.61	-	20,689.92
10	2030	-	362,288	362,288	108.69	452.14	452.14	169.19	881.81	723.13	15,479.49	2,244.74	178.61	-	20,689.92
		Total			1,025.37	4,265.54	4,265.54	1,596.16	8,319.17	6,822.13	146,036.56	21,177.30	1,685.02	-	195,192.79

Villa Marie Apartments
Tax Impact Analysis
Projected Tax Revenue With Redevelopment and Abatement

Annual Growth Rate Assumptions - Real Estate Taxes 3%
Estimated Abatement of Redevelopment Impact 100%

Year		Assessed Value ($)			Real Estate Taxes Paid										
					0.0300	0.1248	0.1248	0.0467	0.2434	0.1996	4.2727	0.6196	0.0493		5.7109
Plan	Calendar	Land	Imp.	Total	State of Missouri	County General Revenue	County Road and Bridge	County Sheltered Workshop	County Library	OTC College	Springfield R12 Schools	City of Springfield	Senior District	Commercial Sur Tax	Tax Paid
1	2021	-	114,496	114,496	34.35	142.89	142.89	53.47	278.68	228.53	4,892.06	709.42	56.45	-	6,538.73
2	2022	-	114,496	114,496	34.35	142.89	142.89	53.47	278.68	228.53	4,892.06	709.42	56.45	-	6,538.73
3	2023	-	117,931	117,931	35.38	147.18	147.18	55.07	287.04	235.39	5,038.82	730.70	58.14	-	6,734.89
4	2024	-	117,931	117,931	35.38	147.18	147.18	55.07	287.04	235.39	5,038.82	730.70	58.14	-	6,734.89
5	2025	-	121,468	121,468	36.44	151.59	151.59	56.73	295.65	242.45	5,189.98	752.62	59.88	-	6,936.94
6	2026	-	121,468	121,468	36.44	151.59	151.59	56.73	295.65	242.45	5,189.98	752.62	59.88	-	6,936.94
7	2027	-	125,112	125,112	37.53	156.14	156.14	58.43	304.52	249.72	5,345.68	775.20	61.68	-	7,145.05
8	2028	-	125,112	125,112	37.53	156.14	156.14	58.43	304.52	249.72	5,345.68	775.20	61.68	-	7,145.05
9	2029	-	128,866	128,866	38.66	160.82	160.82	60.18	313.66	257.22	5,506.05	798.45	63.53	-	7,359.40
10	2030	-	128,866	128,866	38.66	160.82	160.82	60.18	313.66	257.22	5,506.05	798.45	63.53	-	7,359.40
		Total			364.72	1,517.25	1,517.25	567.75	2,959.13	2,426.63	51,945.18	7,532.76	599.36	-	69,430.04

Villa Marie Apartments
Tax Impact Analysis

	Ten Year Tax Revenue		
Jurisdiction	Without Redevelopment or Abatement	With Redevelopment and Abatement	Impact on Jurisdiction
State of Missouri	$ 336.69	$ 364.72	$ 28.04
County General	$ 1,400.61	$ 1,517.25	$ 116.64
Road	$ 1,400.61	$ 1,517.25	$ 116.64
Co Dev Dis	$ 524.11	$ 567.75	$ 43.65
Library	$ 2,731.64	$ 2,959.13	$ 227.48
OCT College	$ 2,240.08	$ 2,426.63	$ 186.55
R12 Schools	$ 47,951.88	$ 51,945.18	$ 3,993.30
City of Springfield	$ 6,953.68	$ 7,532.76	$ 579.08
Senior District	$ 553.29	$ 599.36	$ 46.08
Commercial Sur Tax	$ -	$ -	$ -
Totals	$ 64,092.59	$ 69,430.04	$ 5,337.45

Ten Year
Project Trending

Villa Marie Apartments

Percent Annual Adjustment:

2.00%	Income
3.00%	Expense
3.00%	Reserves
7.00%	Vacancy Rate
2.00%	Other Income

	Year One		Year Two		Year Three		Year Four	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	125,820	125,820	128,336	128,336	130,903	130,903	133,521	133,521
Gross Rental Income (Affordable Other)	192,048	192,048	195,889	195,889	199,807	199,807	203,803	203,803
Other Income	5,957	5,957	6,076	6,076	6,197	6,197	6,321	6,321
Subtotal Income	323,825	323,825	330,301	330,301	336,907	336,907	343,645	343,645
Less Vacancy	(22,668)	(22,668)	(23,121)	(23,121)	(23,584)	(23,584)	(24,055)	(24,055)
Total Income	301,157	301,157	307,180	307,180	313,324	313,324	319,590	319,590
Expenses								
Administrative	34,195	34,195	35,221	35,221	36,278	36,278	37,366	37,366
Asset Management Fee	15,058	15,058	15,510	15,510	15,975	15,975	16,454	16,454
Tenant Services	1,683	1,683	1,733	1,733	1,785	1,785	1,839	1,839
Utility Expense	20,215	20,215	20,821	20,821	21,446	21,446	22,089	22,089
Ordinary maintenance and Operations	59,093	59,093	60,866	60,866	62,692	62,692	64,572	64,572
Protective Services	5,500	5,500	5,665	5,665	5,835	5,835	6,010	6,010
Real Estate Taxes or PILOT	18,383	6,539	18,934	6,539	19,503	6,735	20,088	6,735
Property Insurance	11,203	11,203	11,539	11,539	11,885	11,885	12,242	12,242
Liability Insurance	3,538	3,538	3,644	3,644	3,753	3,753	3,866	3,866
Other General Expenses	2,500	2,500	2,575	2,575	2,652	2,652	2,732	2,732
Total Operating Expenses	171,367	159,523	176,508	164,112	181,803	169,035	187,257	173,904
Reserve for Replacements	11,200	11,200	11,536	11,536	11,882	11,882	12,239	12,239
TOTAL EXPENSES INCLUDING RESERVES	182,567	170,723	188,044	175,648	193,685	180,918	199,496	186,143
NET OPERATING INCOME	118,590	130,434	119,136	131,532	119,639	132,406	120,095	133,447
Less Debt Service - 1st Mort.	113,750	113,750	113,750	113,750	113,750	113,750	113,750	113,750
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	4,840	16,684	5,386	17,782	5,889	18,656	6,345	19,697
Loan to Value	73.44%	80.14%	74.01%	81.03%	74.56%	81.79%	75.08%	82.74%
Debt Coverag Ratio Bank Loan	1.04	1.15	1.05	1.16	1.05	1.16	1.06	1.17
Market Value	1,730,536	1,888,460	1,742,298	1,907,575	1,753,609	1,923,845	1,764,441	1,942,477

Ten Year
Project Trending Villa Marie Apartments

	Year Five		Year Six		Year Seven		Year Eight	
	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement	Projections	W/Abatement
Income								
Gross Rental Income (RAD)	136,192	136,192	138,915	138,915	141,694	141,694	144,528	144,528
Gross Rental Income (Affordable Other)	207,879	207,879	212,037	212,037	216,277	216,277	220,603	220,603
Other Income	6,448	6,448	6,577	6,577	6,708	6,708	6,842	6,842
Subtotal Income	350,518	350,518	357,529	357,529	364,679	364,679	371,973	371,973
Less Vacancy	(24,536)	(24,536)	(25,027)	(25,027)	(25,528)	(25,528)	(26,038)	(26,038)
Total Income	325,982	325,982	332,502	332,502	339,152	339,152	345,935	345,935
Expenses								
Administrative	38,487	38,487	39,641	39,641	40,831	40,831	42,056	42,056
Asset Management Fee	16,948	16,948	17,456	17,456	17,980	17,980	18,519	18,519
Tenant Services	1,894	1,894	1,951	1,951	2,009	2,009	2,069	2,069
Utility Expense	22,752	22,752	23,434	23,434	24,137	24,137	24,861	24,861
Ordinary maintenance and Operations	66,510	66,510	68,505	68,505	70,560	70,560	72,677	72,677
Protective Services	6,190	6,190	6,376	6,376	6,567	6,567	6,764	6,764
Real Estate Taxes or PILOT	20,690	6,937	21,311	6,937	21,950	7,145	22,609	7,145
Property Insurance	12,609	12,609	12,987	12,987	13,377	13,377	13,778	13,778
Liability Insurance	3,982	3,982	4,101	4,101	4,224	4,224	4,351	4,351
Other General Expenses	2,814	2,814	2,898	2,898	2,985	2,985	3,075	3,075
Total Operating Expenses	192,875	179,122	198,661	184,287	204,621	189,816	210,760	195,296
Reserve for Replacements	12,606	12,606	12,984	12,984	13,373	13,373	13,775	13,775
TOTAL EXPENSES INCLUDING RESERVES	205,481	191,727	211,645	197,271	217,994	203,189	224,534	209,070
NET OPERATING INCOME	120,501	134,255	120,857	135,231	121,157	135,963	121,401	136,864
Less Debt Service - 1st Mort.	113,750	113,750	113,750	113,750	113,750	113,750	113,750	113,750
Less Debt Service - Other Amortizing	-	-	-	-	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	6,751	20,505	7,107	21,481	7,407	22,213	7,651	23,114
Loan to Value	75.66%	83.48%	76.15%	84.33%	76.61%	85.05%	77.05%	85.87%
Debt Coverag Ratio Bank Loan	1.06	1.18	1.06	1.19	1.07	1.20	1.07	1.20
Market Value	1,774,762	1,958,140	1,784,541	1,976,194	1,793,744	1,991,147	1,802,336	2,008,519

Ten Year
Project Trending Villa Marie Apartments

	Year Nine		Year Ten	
	Projections	W/Abatement	Projections	W/Abatement
Income				
Gross Rental Income (RAD)	147,418	147,418	150,367	150,367
Gross Rental Income (Affordable Other)	225,015	225,015	229,515	229,515
Other Income	6,979	6,979	7,119	7,119
Subtotal Income	379,412	379,412	387,001	387,001
Less Vacancy	(26,559)	(26,559)	(27,090)	(27,090)
Total Income	352,853	352,853	359,911	359,911
Expenses				
Administrative	43,317	43,317	44,617	44,617
Asset Management Fee	19,075	19,075	19,647	19,647
Tenant Services	2,131	2,131	2,195	2,195
Utility Expense	25,607	25,607	26,376	26,376
Ordinary maintenance and Operations	74,857	74,857	77,103	77,103
Protective Services	6,967	6,967	7,176	7,176
Real Estate Taxes or PILOT	23,287	7,359	23,986	7,359
Property Insurance	14,192	14,192	14,617	14,617
Liability Insurance	4,482	4,482	4,616	4,616
Other General Expenses	3,167	3,167	3,262	3,262
Total Operating Expenses	217,082	201,155	223,595	206,969
Reserve for Replacements	14,188	14,188	14,613	14,613
TOTAL EXPENSES INCLUDING RESERVES	231,270	215,343	238,208	221,582
NET OPERATING INCOME	121,583	137,511	121,702	138,328
Less Debt Service - 1st Mort.	113,750	113,750	113,750	113,750
Less Debt Service - Other Amortizing	-	-	-	-
NET CASH FLOW AFTER DT. SERV.	7,833	23,761	7,952	24,578
Loan to Value	77.46%	86.55%	77.85%	87.34%
Debt Coverag Ratio Bank Loan	1.07	1.21	1.07	1.22
Market Value	1,810,281	2,022,650	1,817,542	2,039,226

Loan Calculator with Extra Payments

	Enter Values	Instructions
Loan Amount	$2,358,500.00	
Annual Interest Rate	3.74%	
Loan Period in Years	40	Must be between 1 and 30 years.
Start Date of Loan	1/1/2021	
Optional Extra Payments		If your extra payments vary, enter them in the table below.

Scheduled Monthly Payment	$ 9,479.17	113,750	Annual Debt Service
Scheduled Number of Payments	480		
Actual Number of Payments	361		
Total Early Payments	$ -		
Total Interest	$ 2,001,785.16		

No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/1/2021	$ 2,358,500.00	$ 9,479.17	$ -	$ 9,479.17	$ 2,128.51	$ 7,350.66	$ 2,356,371.49
2	2/1/2021	2,356,371.49	9,479.17	-	9,479.17	2,135.15	7,344.02	2,354,236.34
3	3/1/2021	2,354,236.34	9,479.17	-	9,479.17	2,141.80	7,337.37	2,352,094.54
4	4/1/2021	2,352,094.54	9,479.17	-	9,479.17	2,148.48	7,330.69	2,349,946.07
5	5/1/2021	2,349,946.07	9,479.17	-	9,479.17	2,155.17	7,324.00	2,347,790.89
6	6/1/2021	2,347,790.89	9,479.17	-	9,479.17	2,161.89	7,317.28	2,345,629.00
7	7/1/2021	2,345,629.00	9,479.17	-	9,479.17	2,168.63	7,310.54	2,343,460.38
8	8/1/2021	2,343,460.38	9,479.17	-	9,479.17	2,175.39	7,303.78	2,341,284.99
9	9/1/2021	2,341,284.99	9,479.17	-	9,479.17	2,182.17	7,297.00	2,339,102.83
10	10/1/2021	2,339,102.83	9,479.17	-	9,479.17	2,188.97	7,290.20	2,336,913.86
11	11/1/2021	2,336,913.86	9,479.17	-	9,479.17	2,195.79	7,283.38	2,334,718.07
12	12/1/2021	2,334,718.07	9,479.17	-	9,479.17	2,202.63	7,276.54	2,332,515.44
13	1/1/2022	2,332,515.44	9,479.17	-	9,479.17	2,209.50	7,269.67	2,330,305.94
14	2/1/2022	2,330,305.94	9,479.17	-	9,479.17	2,216.38	7,262.79	2,328,089.56
15	3/1/2022	2,328,089.56	9,479.17	-	9,479.17	2,223.29	7,255.88	2,325,866.26
16	4/1/2022	2,325,866.26	9,479.17	-	9,479.17	2,230.22	7,248.95	2,323,636.04
17	5/1/2022	2,323,636.04	9,479.17	-	9,479.17	2,237.17	7,242.00	2,321,398.87
18	6/1/2022	2,321,398.87	9,479.17	-	9,479.17	2,244.14	7,235.03	2,319,154.73
19	7/1/2022	2,319,154.73	9,479.17	-	9,479.17	2,251.14	7,228.03	2,316,903.59
20	8/1/2022	2,316,903.59	9,479.17	-	9,479.17	2,258.15	7,221.02	2,314,645.44
21	9/1/2022	2,314,645.44	9,479.17	-	9,479.17	2,265.19	7,213.98	2,312,380.24
22	10/1/2022	2,312,380.24	9,479.17	-	9,479.17	2,272.25	7,206.92	2,310,107.99
23	11/1/2022	2,310,107.99	9,479.17	-	9,479.17	2,279.33	7,199.84	2,307,828.66
24	12/1/2022	2,307,828.66	9,479.17	-	9,479.17	2,286.44	7,192.73	2,305,542.22
25	1/1/2023	2,305,542.22	9,479.17	-	9,479.17	2,293.56	7,185.61	2,303,248.66
26	2/1/2023	2,303,248.66	9,479.17	-	9,479.17	2,300.71	7,178.46	2,300,947.94
27	3/1/2023	2,300,947.94	9,479.17	-	9,479.17	2,307.88	7,171.29	2,298,640.06
28	4/1/2023	2,298,640.06	9,479.17	-	9,479.17	2,315.08	7,164.09	2,296,324.98
29	5/1/2023	2,296,324.98	9,479.17	-	9,479.17	2,322.29	7,156.88	2,294,002.69
30	6/1/2023	2,294,002.69	9,479.17	-	9,479.17	2,329.53	7,149.64	2,291,673.16
31	7/1/2023	2,291,673.16	9,479.17	-	9,479.17	2,336.79	7,142.38	2,289,336.38
32	8/1/2023	2,289,336.38	9,479.17	-	9,479.17	2,344.07	7,135.10	2,286,992.30
33	9/1/2023	2,286,992.30	9,479.17	-	9,479.17	2,351.38	7,127.79	2,284,640.93
34	10/1/2023	2,284,640.93	9,479.17	-	9,479.17	2,358.71	7,120.46	2,282,282.22
35	11/1/2023	2,282,282.22	9,479.17	-	9,479.17	2,366.06	7,113.11	2,279,916.16
36	12/1/2023	2,279,916.16	9,479.17	-	9,479.17	2,373.43	7,105.74	2,277,542.73
37	1/1/2024	2,277,542.73	9,479.17	-	9,479.17	2,380.83	7,098.34	2,275,161.90
38	2/1/2024	2,275,161.90	9,479.17	-	9,479.17	2,388.25	7,090.92	2,272,773.65
39	3/1/2024	2,272,773.65	9,479.17	-	9,479.17	2,395.69	7,083.48	2,270,377.96
40	4/1/2024	2,270,377.96	9,479.17	-	9,479.17	2,403.16	7,076.01	2,267,974.80
41	5/1/2024	2,267,974.80	9,479.17	-	9,479.17	2,410.65	7,068.52	2,265,564.15
42	6/1/2024	2,265,564.15	9,479.17	-	9,479.17	2,418.16	7,061.01	2,263,145.99
43	7/1/2024	2,263,145.99	9,479.17	-	9,479.17	2,425.70	7,053.47	2,260,720.29
44	8/1/2024	2,260,720.29	9,479.17	-	9,479.17	2,433.26	7,045.91	2,258,287.03
45	9/1/2024	2,258,287.03	9,479.17	-	9,479.17	2,440.84	7,038.33	2,255,846.19
46	10/1/2024	2,255,846.19	9,479.17	-	9,479.17	2,448.45	7,030.72	2,253,397.74
47	11/1/2024	2,253,397.74	9,479.17	-	9,479.17	2,456.08	7,023.09	2,250,941.66
48	12/1/2024	2,250,941.66	9,479.17	-	9,479.17	2,463.74	7,015.43	2,248,477.92
49	1/1/2025	2,248,477.92	9,479.17	-	9,479.17	2,471.41	7,007.76	2,246,006.51

SFG SPECIALTY FINANCE GROUP

A Division of Cedar Rapids Bank & Trust

September 22, 2020

Ms. Holly Knight
BGC Advantage, LLC
192 Bastille Lane, Suite 300
Ruston, LA 71270

Dear Holly:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt construction/equity bridge and term bond/loan term sheet for your Keystone RAD Apartment Section 8 Acquisition Rehabilitation project located in Springfield, MO. The following outlines the general loan terms and conditions for your review and consideration:

4% LIHTC Tax Exempt Permanent Term Bond/Loan "A Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Loan Amount:	Lesser of (a) $20,200,000 (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan or (c) the amount such that the loan amount will not exceed 90% of the As Completed Stabilized Appraised Value.
Purpose:	Proceeds shall be used for the acquisition and construction costs associated with the project, with the funds beyond those used for the acquisition of the property only being advanced based on required/approved construction draws.
Tax Exempt Interest Rate:	The estimated tax-exempt fixed interest rate as of September 10, 2020 is 3.74%. The interest rate shall be fixed by a SWAP Agreement that is calculated to have the loan immediately fund, with the underlying Loan accruing interest at the tax exempt rate of 79% of 30 Day Libor + 2.00%. The SWAP loan structure/term will include 3 years of interest only followed by 18 years of principal and interest with 40 year amortization. Excess loan proceeds beyond those required to acquire the property will be held in escrow in a restricted money market account at CRBT until theses proceeds are used for required/approved construction draws for the rehabilitation of the property as needed. The money market will pay an interest rate of 0.50% estimated as of August 3, 2020, and will adjust quarterly based on changes in market conditions.

	Rate estimates above will continue to fluctuate based on the Market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the SWAP in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.
Loan Fee:	$10,000.
Maturity Date:	21 years
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Repayment Terms:	Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 21 year term.
Collateral:	First Real Estate Mortgage on the real property for the project referred to as Keystone RAD Apartments located Springfield, MO, and an assignment of rents and leases of the real property.
Guarantors:	**Construction**: Full Recourse Guarantees from the Developer/Owners and the General Partner. **Perm**: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

4% LIHTC Tax Exempt Draw-Up Construction/Equity Bridge Bond/Loan "B Bond"

Borrower:	"Specific Borrowing Entity Still To Be Determined".
Draw-Up Loan Facility:	Up to $2,000,000 or the amount necessary to meet or exceed the 50% Tax Exempt Bond Test measured at the funding of the loan, which may include a cushion by the Sponsor to ensure that the 50% Test is met.
Loan Term:	36 Months.
Use of Proceeds:	Proceeds shall be used for the construction costs associated with the project and will not be advanced until 100% of the escrowed term bond/loan proceeds are fully advanced and funded first.
Tax Exempt Rate Options:	Option #1: Tax Exempt - Floating interest rate at WSJ Prime + 0.25% = 3.50% (estimated as of 9/10/20).

	Option #2: Tax Exempt - Fixed interest rate option at 3.85% (fixed interest rate option will be indexed at 35 basis points (.35%) over the floating rate option estimated as of 9/10/20).
Loan Origination Fee:	.50% of the loan amount estimated to be $13,750.
Maturity Date:	The first to occur of (a) 36 months (3 years) from the closing date or (b) receipt of sufficient Tax Credit Equity to repay the Loan Facility.
Disbursements:	Bridge Lender requires that the development sources and uses at all times be in balance, and accordingly, that all Borrower owner equity required for the rehabilitation be funded and disbursed prior to draws on the Loan Facility. Bridge Lender may, in its discretion, approve disbursement of the Loan Facility on a more accelerated disbursement schedule (including full disbursement of the Loan Facility ahead of disbursement of other debt financing).
Amortization:	None.
Prepayment Penalty:	None.
Security Interest:	The Loan Facility shall be secured by a first priority Assignment of the Capital Contributions, pursuant to which Borrower and General Partner pledge their right to receive the Tax Credit Equity as security for the Bridge Loan, and a first priority pledge of the general partner interest in the Borrower.
Financial Covenants:	Borrower will be required to maintain a 1.00 Debt Service Coverage Ratio (DSCR) throughout the project rehabilitation process or until 100% of the Tax Credit Investors Equity is paid in to the project. The DSCR test will be based on interest only payments and can be satisfied by a combination of in place NOI along with the utilization of certain funds included in the budgeted reserve. Lender will establish an interest reserve from the loan proceeds sufficient to pay all projected project interest payments through the Maturity Date. 100% of the Investor Equity will be contributed as proceeds during the construction loan term and well not be conditional in anyway or subject to an equity bridge loan.
Prepayment Terms:	Interest only during the construction period with all unpaid principal and interest due at maturity of the 3 year term.
Loan Agreements:	Borrower's loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT's legal counsel, Winthrop & Weinstine in Minneapolis, MN.
Due Diligence:	The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to: (i) Appraisal including a Market and Feasibility Study (ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns; (iii) Phase I environmental report; (iv) 42(m) letter issued by the allocating agency with respect to the Project; (v) Financial statements of Investor, if requested by Lender; (vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;

(vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;

(viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;

(ix) An ALTA survey of the Project;

(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;

(xi) The receipt of insurance coverage for the Project acceptable to Lender;

(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:

1. Developer resume/biography;
2. Previous Tax Credit Development Experience;
3. Project Overview;
4. Discussion and details of ownership structure for Project;
5. Project timeline;
6. Overall sources and uses for entire Project;
7. Detailed breakdown of Tax Credits;
8. Identification and background/resume of architect;
9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and

(xiii) Other items as requested during further review.

GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. For conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence immediately when the loan is funded.
5. CRBT reserves the right to request monthly financial statements in the event the projects DSCR falls below 1.05.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Reserve Accounts for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval.
If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by September 30, 2020 and will also expire if the Loan Facility is not closed by January 31, 2021.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Tyler Clark
Assistant Vice President
Specialty Finance Group

Accepted by: _____ Date: _____

Title: _____

RED STONE™
EQUITY PARTNERS

September 22, 2020

Mrs. Holly Knight
BGC Advantage, L.L.C.
1910 Farmerville Highway
Ruston, LA 71270

Re: Keystone Family Homes
Springfield, Missouri

Dear Mrs. Knight,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Keystone Family Homes (the "Project") located in Springfield, Missouri. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in Keystone Family Homes, LP, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, renovate and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 297 residential units for rent to low-income families. The Project will consists of multiple scattered sites located in the City of Springfield, Greene County, within the State of Missouri. Within the Project, 293 of the units are expected to be Housing Credit compliant, with four (4) additional units being designated as management units. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Missouri Housing Development Commission (the "Agency"). The means for such conformance shall be reviewed by and be acceptable to Red Stone.

6000 Fairview Road, Suite 550, Charlotte, NC 28210
TEL: 704-200-9500 WEB: www.rsequity.com
Boston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Los Angeles ▪ New York ▪ San Diego

Number of Units	Income Restrictions	Project Site
75	60% AMI / RAD	Bolivar Road
1	Manager Unit	Bolivar Road
79	60% AMI / RAD	Cedarbrook
1	Manager Unit	Cedarbrook
20	60% AMI / RAD	Circle Apartments
24	60% AMI / RAD	Dogwood Square
32	60% AMI / RAD	Glenwood
1	Manager Unit	Glenwood
32	60% AMI / RAD	Scattered Sites
32	60% AMI / RAD	Villa Marie
1	Manager Unit	Villa Marie

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	November 1, 2020
Completion Date	April 1, 2023
First Unit Leased	January 1, 2021
Last Unit Leased	January 31, 2023
Stabilized Operations	October 1, 2023

2. **Project Ownership**. Keystone Family Homes GP, LLC (the "General Partner") will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	Keystone Family Homes GP, L.L.C.	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	BGC Advantage, L.L.C.	[redacted]
Guarantors[1]	BGC Advantage, L.L.C. (corporate), Holly Knight (personally), and/or other entities acceptable to Red Stone	
General Contractor	To-be-determined	
Property Manager	To-be-determined	

[1] The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project is expecting to receive an allocation of 4% Housing Credits from the Agency for the year 2020 in an annual amount of $1,393,374. The total Housing Credits anticipated to be delivered to the Partnership is $13,933,374 (the "Projected Federal LIHTC").

4. **Capital Contribution**. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of $12,608,775, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	$13,933,374	$13,932,349	$0.905	$12,608,775
			Total	**$12,608,775**

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 1 year; and 100% of depreciation on personal property being taken over 1 year. The allocation of the depreciable line items is subject to Red Stone's review and approval.

A. 10.00% ($1,260,878) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) the long-term HAP contact is in place, (e) receipt of commitments of the additional financing sources described in Paragraph 11, and (f) closing and initial funding of the construction loan and the soft loans.

B. 25.00% ($3,152,194) shall be paid upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) achievement of 50% construction completion as certified by the Project architect and as verified by Red Stone, and (c) July 1, 2022.

C. 22.50% ($2,836,974) shall be paid upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) achievement of 75% construction completion as certified by the Project architect and as verified by Red Stone, and (c) January 1, 2023.

D. 10.00% ($1,260,878) shall be paid upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) April 1, 2023.

E. 30.00% ($3,782,633) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) the long-term HAP contract is in place, (h) calculations of the preliminary adjusters have been prepared, and (i) October 1, 2023.

F. 2.50% ($315,219) upon the later of (a) satisfaction of the funding conditions described in (E) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, (d) calculations of final adjusters have been prepared, and (e) January 1, 2024.

5. **Adjusters**.

A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.905 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) $0.905 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. Timing of Housing Credit Delivery. In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) $0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves**. The Partnership will fund the following reserves:

A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fifth Capital Contribution equal to six months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently projected to be $1,205,988). Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to six months OERDS (currently projected to be $1,205,988) (the "Minimum Balance") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. Notwithstanding the foregoing, the General Partner shall be entitled to withdraw funds from the Operating Reserve in excess of the Minimum Balance without Red Stone's consent; provided, however the General Partner shall provide notification of any such withdrawals. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

B. Replacement Reserve. A capitalized Replacement Reserve in the amount of $500,000 shall be established for the benefit of the Partnership in a segregated account no later than the payment of the fifth capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $350 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.

7. **Guarantees**. The Guarantors will guarantee the following obligations of the General Partner:

A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will constitute non-interest bearing loans to the Partnership or capital contributions and Guarantors will have any right to receive any repayment on account of such payments.

B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:

(i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 6 consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute loans at AFR to the Partnership by the General Partner which shall be repaid from the distribution of sale proceeds pursuant to Section 10(C).

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be equal to six months OERDS (currently projected to be $1,205,988) (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio each of the last consecutive 4 quarters of the ODG Period, and the long-term HAP contract remains in place. Any amounts so advanced will constitute loans ("Operating Deficit Loan") at AFR repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10. The debt service coverage ratio will be further defined in the forthcoming Partnership Agreement but will include a 5% vacancy rate on subsidized unit revenue and a 7% vacancy on unsubsidized unit revenue.

(iii) Notwithstanding anything to contrary, the Guarantors will be obligated to cover any operating deficits due to the loss or reduction of the HAP Contract throughout the compliance period

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction**. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $20,841,209 in addition to a hard cost contingency equal to 10% of the contract amount. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.

9. **Fees**. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

A. Developer Fee. The Developer will earn a developer fee of $3,254,000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $1,206,345 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be $2,047,655 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or % *
Fifth Capital Contribution	66%
Sixth Capital Contribution	34%

* To the extent necessary, adjustments to the payment of the Cash Development Fee may be required to ensure that an amount equal to no less than 10% of the permanent loan is held until permanent loan conversion.

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

B. Property Management Fee. The property management fee will total approximately 5.50% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Partnership will pay Red Stone an annual asset management fee in an amount equal to $10,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Partnership Management Fee. The Partnership will pay the General Partner an annual partnership management fee in an amount equal to $10,000 per annum. The partnership management fee will be paid annually and such fee shall accrue beginning at Closing, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

E. Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. **Distribution of Tax and Cash Benefits**.

A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.990% to the Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.

B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Limited Partner in proportion to any tax liability incurred by such partner;

(ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;

(iii) to the Limited Partner as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) 40% to the payment of the Seller Note;

(vii) to the payment of any debts owed to the General Partner;

(viii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

(ix) the balance, 0.009% to the General Partner, 0.001% to the Special Limited Partner and 99.990% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.

C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;

(iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;

(iv) to the Limited Partner in an amount equal to any projected exit taxes:

(v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing**. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. Permanent Loan. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of cash flow
CRB&T Perm Loan – $20,200,000	Hard	3.74%	216	480	100%
Seller Note - $9,258,590	Soft	5.00%	504	N/A	40%
Operating Income during construction - $331,099	N/A	N/A	N/A	N/A	N/A

12. **Purchase Option and Right of First Refusal**. For a period of 2 years following the compliance period, the Housing Authority as a member of the General Partner shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the General Partner at its discretion, the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3. If the General Partner is a not for profit entity, the purchase price shall be the amount required pursuant to Section 42(i) of the Code.

13. **Due Diligence, Opinions and Financial Projections**. The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to $85,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Partnership Closing**. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity**. Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

16. **Early Exit**. Red Stone hereby acknowledges it is the intent of the General Partner to exit the Partnership as soon as reasonably possible following the end of the credit period. Furthermore, Red Stone in consultation with its investors hereby agrees to use commercially reasonable best efforts to effectuate an early exit from the Partnership through a to-be-defined provision in the Partnership Agreement which may include a put or purchase of the interest of the Limited and Special Limited Partners.

17. **Pre-Development Loan**. Upon the execution of this Letter of Intent, counter signature by Red Stone and the execution of Red Stone's pre-development loan documents, Red Stone will provide a pre-development loan for Project expenses incurred after the date of this letter in an amount of up to $500,000 with an interest rate of 8%, a 1% origination fee, and a maturity of January 1, 2021. Full joint and several repayment guarantees will be provided by the Guarantors.

[Remainder of page left intentionally blank]

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter. The terms of this letter are not binding until countersigned and accepted by an authorized officer of Red Stone.

Sincerely,

By: 
Name: Darren T. Swanson
Title: Managing Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

August 7, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806

Dear Ms. Wolfram:

Attached please find an amended CHAP Exhibit A for 222 units at the following RAD projects: 48 units at SOUTH TOWER (MO058000002), 33 units at MADISON TOWER (MO058000003) and 141 units at BOLIVAR ROAD (MO058000004), whose initial CHAP was awarded December 13, 2017. As this project is already being processed for conversion, all of the established CHAP milestone due dates will remain in effect, with any extension requests subject to the same approvals as established in the original CHAP.

With the issuance of this amended CHAP Exhibit A, you are required to update all relevant information on the RAD Resource Desk, including, but not limited to, the Transaction Log and Rent Schedule, so that the transaction accurately reflects these rents, number of units and configuration presented herein. In addition, please take appropriate action if this amendment requires a Significant Amendment to your Public Housing Agency Five Year or Annual Plan.

If you have any questions regarding this Amendment, please contact your Transaction Manager.

Sincerely,

Thomas R. Davis
Director
Office of Recapitalization

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Pre-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$478	$77	$555
14	1	$478	$77	$555
24	1	$478	$79	$557
18	1	$478	$144	$622
3	1	$478	$163	$641
15	2	$618	$94	$712
33	2	$618	$94	$712
32	2	$618	$97	$715
13	2	$618	$94	$712
16	2	$618	$200	$818

12	2	$618	$200	$818
6	3	$757	$112	$869
10	3	$757	$112	$869
4	3	$757	$117	$874
10	3	$757	$112	$869
9	3	$757	$248	$1,005

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

The Contract Rents below for the subject project are based on Fiscal Year 2018 Federal Appropriations and assumptions regarding applicable rent caps. The final RAD contract rents, which will be reflected in the RAD HAP contract, will be based on Fiscal Year 2018 Federal Appropriations, as well as applicable program rent caps and Operating Cost Adjustment Factors (OCAFs), and, as such, may change. For PBV conversions, the Contract Administrator must ensure that the gross rents fall within PBV program rent caps regarding Fair Market Rents (FMRs) and reasonable rents. In addition, prior to conversion, the PHA must provide HUD updated utility allowances to be included in the HAP contract.

Existing PIC Development Number: MO058000002, MO058000003 and MO058000004
Updated PIC Development Number* (for tracking purposes only): MO058000004
New Project Name* (for tracking purposes only): KEYSTONE FAMILY HOMES

Post-Rehab

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
3	1	$484	$70	$554
14	1	$488	$64	$552
24	1	$491	$62	$553
18	1	$494	$123	$617
3	1	$495	$141	$636
15	2	$633	$75	$708
33	2	$633	$74	$707
32	2	$638	$71	$709
13	2	$634	$73	$707
16	2	$656	$150	$806

12	2	$656	$150	$806
6	3	$778	$84	$862
10	3	$778	$84	$862
4	3	$786	$78	$864
10	3	$781	$80	$861
9	3	$820	$164	$984

Section 18/RAD Blend: This transaction includes 17 units from MO058000002, 11 units from MO058000003 and 47 units from MO058000004 that were previously proposed for conversion to RAD under this CHAP award and are now proposed for Section 18 disposition under Section 3.A.3.c of PIH 2018-04 (HA) (i.e., "RAD/Section 18 blend") and are not reflected above. These units will be placed under a separate,non-RAD PBV HAP or AHAP.

The RAD Contract Rents are inclusive of utility savings.

Please note that this rent schedule includes the 2019 and 2020 OCAF adjustments that the PHA is eligible for and will be confirmed at the Financing Plan review.

*The revised PIC and Project name are only applicable as references for the RAD conversion. No formal changes to PIC have been made.

OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Minneapolis, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

September 17, 2020

Katrena Wolfram
Executive Director
Springfield Housing Authority
421 W. Madison Street
Springfield, MO 65806-2938

Dear Ms. Wolfram:

On December 13, 2017, since amended, the Department awarded the Springfield Housing Authority (SHA) a Rental Assistance Demonstration (RAD) Commitment to enter into Housing Assistance Payments (CHAP) at Bolivar Road, MO058000004. The Department amended the CHAP award on August 7, 2020, per Notice PIH 2018-04 (HA) "Notice" 3A.3.c "Comprehensive Rehabilitation or Replacement through Rental Assistance Demonstration (RAD)". The Office of Recapitalization issued the RAD Conversion Commitment (RCC) on September 16, 2020 for the 297 dwelling units in the covered project. Consequently, the Special Applications Center (SAC) amended RAD application DDA0008689, removing 17 Annual Contributions Contract (ACC) units from AMP MO058000002; 11 ACC units from AMP MO058000003; and 47 ACC units from MO058000004. The SAC created application DDA0010985, disposition of 17 dwelling units within 10 dwelling buildings at South Tower, MO058000002; 11 dwelling units within 11 dwelling buildings at Madison Tower, MO058000003; and 47 dwelling units within 19 dwelling buildings at Bolivar Road, MO058000004, in the Public and Indian Housing Information Center (PIC).

Environmental Assessment and Fair Housing and Equal Opportunity Certifications, Significant Amendment to PHA Plan and RAD Conversion Commitment

The City of Springfield, per 24 CFR part 58, performed the environmental assessment, and the St. Louis Office of Public Housing (OPH) authorized the use of grant funds (HUD-7015.16) on August 18, 2020.

The Region VII Office of Fair Housing and Equal Opportunity (FHEO) approved the RAD Relocation Checklist on April 1, 2020.

Per 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable per 24 CFR part 903, and that the description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the U.S. Housing Act of 1937, "the Act", (42 U.S.C. 1445p) and this part."

On April 17, 2020, the St. Louis OPH approved the agency's Annual Plan submission, which includes a description of the proposed action. Approval of the Section 18 action is contingent on the Department's review and approval of the financing plan for both the RAD transaction and the associated Section 18 action and, the subsequent issuance of an RCC.

Development History, Description and Proposed Disposition

The Department has not approved an inventory removal action at AMPs MO058000002 and MO058000004. On October 3, 2019, the Department approved disposition application DDA0009393, 1.33 acres improved with 10 dwelling units within 5 dwelling buildings at Madison Tower, MO058000003. The following tables summarize South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, 75 dwelling units within 40 dwelling buildings (aggregate).

South Tower, MO058000002 DOFA: 8/21/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	63	21	29	36	-	-	149
Proposed Dwelling Units	-	-	-	17	-	-	17
Existing Dwelling Buildings							22
Proposed Dwelling Buildings							10
Existing Non-dwelling Buildings							1
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Madison Tower, MO058000003 DOFA: 9/20/1974							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	98	60	14	2	-	-	174
Proposed Dwelling Units	-	7	3	1	-	-	11
Existing Dwelling Buildings							28
Proposed Dwelling Buildings							11
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Bolivar Road, MO058000004 DOFA: 6/2/1971							
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4-BR	5+-BR	Total
Existing Dwelling Units	-	45	80	46	20	2	193
Proposed Dwelling Units	-	-	-	24	21	2	47
Existing Dwelling Buildings							46
Proposed Dwelling Buildings							19
Existing Non-dwelling Buildings							3
Existing Acreage							Unknown
Number of Dwelling and Non-Dwelling ACC Units in PHA's Inventory							756

Disposition Justification, Method and Relocation

SHA proposed disposition pursuant to 24 CFR 970.17(c) where the PHA has otherwise determined the disposition to be appropriate for reasons that are consistent with the goals of the

PHA and the PHA Plan and that are otherwise consistent with the Act. Per the Notice's Section 3A.3c., the agency elected to convert at least 75 percent of the public housing units within the covered project and replace up to 25 percent of the public housing units within the covered project with Section 8 project-based voucher (PBV) assistance. SHA will provide PBV assistance to 75 of the 297 units in the Office of Recapitalization-defined covered project and convey the improvements and acreage through the RAD closing process.

The Department allows disposition of property for less than fair market value (where permitted by state law), if the activity provides commensurate public benefits to the community, the PHA, or the federal government. Parcel acreage for the transaction will be reflected in the associated RAD approval. The Department determined, through approval of the agency's RAD financing plan, that the disposition is pursuant to 24 CFR 970.17(c) and the disposition method is in accordance with 24 CFR 970.19(a). At application creation, all units proposed for disposition were occupied within the past 24 months. Though subject to the requirements of 24 CFR 970.21(e) and (f), relocation will be consistent with RAD requirements per Notice PIH 2019-23.

Resident Consultation

1. Project Specific Resident Organization: None
2. PHA-wide Resident Organization: None
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. SHA held a resident meeting on July 15, 2020 to discuss the RAD conversion and disposition combination. The Department determined that SHA's actions met the requirements of the regulation.

Offer for Sale to the Resident Organization

24 CFR 970.9(b)(1) requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964 or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The SHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families per 24 CFR 970.9 (b)(3)(ii); therefore, 24 CFR 970.9(b)(1) is not applicable.

Board Resolution and Mayor/Local Government Consultation

The SHA's Board of Commissioners approved the disposition and associated activities via Resolution 2231 on July 24, 2020, per 24 CFR 970.7(13). The application also includes a July 21, 2020 letter of support signed by the Honorable Ken McClure, Mayor, City of Springfield, per 24 CFR 970.7(14).

Approval

The Department's review finds the SHA's application complete and consistent with Section 18 of the Act and meets the requirements of the implementing regulation 24 CFR part 970, including requirements pursuant to 24 CFR 970.9. Based upon the review, the Department approves the disposition of 75 dwelling units within 40 dwelling buildings (aggregate) at South Tower, MO058000002; Madison Tower, MO058000003; and Bolivar Road, MO058000004, as described in the application and identified in the table below.

South Tower, MO058000002; Madison Tower, MO058000003; Bolivar Road, MO058000004 Approved Disposition – Dwelling Buildings: 40; Units: 75				
Total Units Redeveloped: 75	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Leasehold	-	-	75	-
Acquiring Entity	Office of Recapitalization Approved Acquiring Entity			
Acquisition Method	Office of Recapitalization Approved Method			
Terms	Office of Recapitalization Approved Terms			
Purpose	Provision of Low-Income Housing			

Conditions

The Office of Recapitalization, with concurrence from the Office of the General Counsel (OGC) must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DoT) or Declaration of Restrictive Covenants (DoRC), disposition approval and release of the DoT/DoRC does not circumvent or supersede those obligations.

Operating Subsidy, Capital Fund Financing Program and Tenant Protection Vouchers

Disposition of 75 low rent units will affect the SHA's operating subsidy eligibility. The St. Louis OPH must ensure that the SHA's Form HUD-52723 reflects these changes. The Department notes 59 units are interspersed with RAD units within the buildings and are not eligible for Asset Repositioning Fees (ARF). The remaining 16 units are not interspersed and are ARF eligible. The agency does not have Department approval to participate in the Capital Fund Financing Program (CFFP). Per PIH Notice 2019-08 (the "Notice"), SHA is eligible to receive Section 8 Housing Choice Voucher assistance in the form of Tenant Protection Vouchers (TPVs) for this disposition approval. The Notice separates TPVs into two classes, replacement vouchers and relocation vouchers. The Notice provides that the Department may only provide replacement TPVs for units that were occupied within the previous 24 months that cease to be available as assisted housing, and only to the extent that funding is available.

On the date of this approval, 75 ACC units were occupied within the previous 24 months. SHA does not intend to redevelop public housing units at the property. Based on the Notice's provision, the Department determined that SHA is eligible to receive a maximum of 75 **replacement** TPVs for the affected units in this action.

TPV Type	Maximum Eligibility Number
Relocation	0
Replacement	75

The Department will not automatically issue TPVs to SHA as part of this approval. Instead, SHA must apply to the Department separately for TPVs in accordance with the Notice. Because the RCC issuance begins the RAD closing procedure, and the RAD and disposition approval and removal process occur concurrently, SHA should submit the TPV request immediately. The timing of SHA's TPV application submission and the start of relocation noted in this approval should be consistent. To apply for TPVs, the agency must submit the following to the St. Louis OPH:

a) The AMP and IMS/PIC application number of this disposition approval.
b) The number of TPVs requested (subject to the limitations above)
c) Form HUD-52515 (Voucher Funding Application)
d) A copy of this approval (PDF version - signed and dated)

Please review the Notice for further guidance on TPV application submission and timing.

PIC and Monitoring

Per 24 CFR 970.35, the Department requires SHA to inform the SAC and the Office of Recapitalization of the status of the project (actual disposition dates, modification requests, delays or other problems) and of any deviations to the mandated 24 CFR 970.7 (a)(4) general timetable shown below.

Milestone		Number of Days after HQ Approval
A	Begin relocation of residents	0
B	Complete relocation of residents	90
C	Execution of contract for removal (e.g. sales contract or demolition contract)	90
D	Actual Removal Action (e.g. demolition or sale closing)	90

On or one day before the associated HAP contract start date, SACTA will enter the transaction date and the actual number of buildings and units, then remove the improvements from inventory. The St. Louis OPH received a copy of this approval.

Sincerely,

JANE HORNSTEIN

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Public and Indian Housing
Date: 2020.09.17 15:55:31 -05'00'

Jane B. Hornstein
Director

Cc: St. Louis OPH
RAD Resource Desk
RAD Readiness Transaction Manager
RAD Financing Transaction Manager
RAD Closing Management

EXHIBIT "F"

ESTIMATED PROJECT BUDGET – VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

VILLA MARIE/NORTON ROAD APARTMENTS

DEVELOPMENT BUDGET	
ACQUISITION	725,000
SITE IMPROVEMENTS	-
CONSTRUCTION	2,504,224
PROFESSIONAL FEES	499,378
BOND COSTS	39,865
CONSTRUCTION FINANCE COSTS	206,567
PERMANENT FINANCE COSTS	9,051
SOFT COSTS	151,160
RESERVES	194,244
TOTAL USES	4,329,488
SOURCES OF FUNDS	
1ST MORTGAGE	2,358,500
CASH FLOW FROM OPERATIONS	-
SELLER MORTGAGE	642,958
PHA CASH FLOW	43,098
AGENCY HOME LOAN	-
DEF. DEVELOPER FEE	106,100
TAX CREDIT EQUITY	1,178,833
TOTAL SOURCES	4,329,488

Exhibit "G"

HUD RELOCATION PLAN – VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

Relocation Plan for the Revitalization of Bolivar Road Apartments, Cedarbrook, Circle, Dogwood, Glenwood, Scattered Sites, and Villa Marie under the LIHTC, Rental Assistance Demonstration Program (RAD), or other initiatives

developed by

Housing Authority of the City of Springfield
(HAS)

January 14, 2020

421 W Madison Street #1
Springfield, MO 65806
(417) 866-4329

I. Introduction and Project Summary

Housing Authority of the City of Springfield (HAS) has an aging housing stock and growing physical needs. Due to this, the agency has been through a comprehensive physical needs assessment that looked at each project to help determine critical, immediate, and 20 year needs. This has led the housing authority to an overall strategic revitalization effort utilizing the Rental Assistance Demonstration (RAD) program and other affordable housing preservation strategies including Section 18 Demo/Dispo.

HAS with the concurrence of the community and residents is undertaking the revitalization, demolition, disposition, or other methods to transition the housing stock at Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, Bolivar Road, and various other complexes, within the portfolio that will be converting to the Project-based Voucher (PBV) Program under the Rental Assistance Demonstration (RAD) Program, restructured under the Low-Income Housing Tax Credit Program, or revised through other revitalization strategies. Depending on the type of revitalization, demolition, disposition, or other activities, residents will require temporary or permanent relocation while the redevelopment, extensive modernization or renovations are occurring.

Proposed Modernization or Redevelopment Goals By Public Housing Development

Site	Type	# Units	Year Built	Modernization/Redevelopment Goals	Relocation Requirements
Bolivar Road Apartments	Family	81	1971	Rehabilitation/Demolish/Reduce Density	Permanent with Right to Return to New Site of Alternate Sites
Glenwood	Family	33	1973	Substantial Rehabilitation	Temporary/Right to Return
Scattered	Family	32	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Circles	Family	20	1970's/1980's	Substantial Rehabilitation	Temporary/Right to Return
Dogwood Square	Family	24	1982	Substantial Rehabilitation	Temporary/Right to Return
Cedarbrook	Family	80	1972	Substantial Rehabilitation	Temporary/Right to Return
Villa Marie	Family	32	1972	Substantial Rehabilitation	Temporary/Right to Return

Specific to the site the following conditions have been included in the planning effort:

Redeveloped Site Activity

Bolivar Road Apartments (rehabilitation and demolition through RAD)
This project would be submitted for funding approval in the 1st quarter of 2020. It would include demolition of 12 existing units and rehabilitation of 68 units. The reduction of units will allow for reduce density in the community. Current residents will be offered temporary, or permanent if necessary, relocation and the possibility opportunity to return to the site.

Glenwood (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Scattered (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Circles (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Dogwood Square (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Cedarbrook (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Villa Marie (RAD rehabilitation)
This project will be designed to address the goals of downtown revitalization, environmental remediation and working to attract more flexible housing types to the downtown area. The rehabilitation is needed to bring energy efficiency and remove barriers in all respects – physically, socially, and economically. This project would submit the HUD financing plan in the first quarter of 2020. It would proceed to construction in third quarter 2020.

Schedule for Redevelopment/Relocation of Public Housing By Site

Site	Beginning Action	Relocation From	Construction/Rehabilitation Completion	Return Relocation
Bolivar Road Apartments	Demolition/Rehab start 3rd quarter 2020	3rd – 4th quarter 2020	2nd quarter 2022	Staged upon construction completion, relocation finished 2nd quarter 2022
Glenwood	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Scattered	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Circles	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Dogwood Square	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Cedarbrook	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021
Villa Marie	Rehabilitation start 3rd quarter of 2020	3rd – 4th quarter 2020	3rd quarter 2021	Staged upon construction completion, relocation finished 3rd quarter 2021

Financial Resources
HAS is working with a development team to identify best practices and strategies to meet the physical needs at the housing authority sites as well as emerging housing needs in Springfield. HAS will utilize multiple housing authority funds to leverage private and public funding opportunities for all of the redevelopment and new construction projects. The housing authority through the partner entities will utilize the 4% tax credit

program. Each project will have distinct funding based on the size of the project, scope of work, and type of construction occurring.

The following includes a list of anticipated funds for the HAS. These funds will be allocated to ongoing capital fund improvements as well redevelopment efforts including RAD and non-RAD developments. The housing authority is using a combination of capital funds and other PHA financial resources to complete third party assessments that contribute to the financial and physical viability of the projects. Public Housing is so restrictive that it doesn't attract investors and lenders as RAD and/or project-based voucher contracts. The HAS will be assessing all avenues to determine the best fit for funding, programs, and long-term viability.

General Relocation Conditions

Tenant belongings will be relocated with the tenant while the work is undertaken. Depending on the development, HAS will be demolishing, rehabilitating, or modernizing the units including interior and exterior renovation causing tenants relocation. Generally, the relocation time on moderate rehabilitation should not last longer than 90 days on each unit during the construction period. In other words, the kitchen and bathroom cabinets and sinks, electrical renovation, water heaters, 504 upgrades, and wall removals will be occurring on the developments. The resident will be required to move, since the work to be performed includes the extensive renovation of the tile floor, painting, reworking plumbing, etc. At the end of the relocation, tenants will be allowed the opportunity of the right to return to the property. There may be some additional tenants, based on individual qualifiers, that may be offered the opportunity of additional housing opportunities for permanent relocation or housing at alternative sites or use of the Voucher.

The ADA (Section 504) renovation requires temporary relocation for those families in those units that are undergoing substantial renovations to convert the units to full 504 accessibility standards. The families may require a temporary/permanent relocation to another unit. Tenants will be provided the services as required under the Uniform Relocation Act (URA). It is anticipated that some residents may be relocated through the Housing Choice Voucher (if necessary) since demolition/disposition are part of the proposed actions. In the cases where construction will be scheduled to occur on vacated units in the development- the HAS will start holding vacancies once the plans are approved for renovation/demolition to ensure adequate vacancies at the development to start the process and the impact will be minimal when most of the families, will remain on the development and just moved to an alternate unit that has or has not been renovated during the process.

It is not anticipated, but some residents may extend past the 12 months, although it is estimated that this will be the exception to the process for rehabilitation- since the construction schedule is generally a 9- to 12-month period. Should the rare occasion occur that the relocation extends past the 12- month period, the tenants who are temporarily relocated in excess of 12 months will be offered permanent relocation

assistance at that point under the URA in accordance with Appendix 4 of Notice H 2016-17/PIH 2016-17. If the relocation extends past the 12- month period, the family will also be offered the opportunity for voluntary permanent relocation under the PIH notice 2016-17. Since RAD is a higher standard and will meet all Section 18 requirements, HAS will use RAD notices and RAD implementation requirements.

After redevelopment, the entire site will consist of the same configurations, therefore no family will be displaced as a result of unit size changes. Based on HAS's needs for the community, the following is the current bedroom size configuration by development and the ending configuration after rehabilitation/redevelopment:

Property Name	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	Total
Bolivar Road Apartments currently		30	0	1	0	0	81
Bolivar Road Apartments after redevelopment/rehab		18	33	20	8	2	68
Glenwood currently		0	13	20	0	0	33
Glenwood after redevelopment/rehab		0	13	20	0	0	33
Scattered currently		0	16	16	0	0	32
Scattered after redevelopment/rehab		0	16	16	0	0	32
Circles currently		5	22	3	0	0	20
Circles after redevelopment/rehab		5	22	3	0	0	20
Dogwood Square currently		24			0	0	24
Dogwood Square after redevelopment/rehab		24	0	0	0	0	24
Cedarbrook currently		24	32	16	8	0	80
Cedarbrook after redevelopment/rehab		24	32	16	8	0	80
Villa Marie currently		3	15	10	4	0	32
Villa Marie after redevelopment/rehab		3	15	10	4	0	32

With respect to both temporary and permanent displacements, the HAS relocation plan will use the recommended notices as contained in the RAD Relocation Notice H 2016-17/PIH 2016-17. HAS is not to use the Notice of Non-displacement or Notice of Eligibility for Relocation Assistance from Handbook 1378 as referenced in previous relocation plans. The HAS will make revisions to ensure compliance with Notice H 2016-17/PIH 2016-17 and notices.

HAS will document that each household to be permanently displaced was first offered the choice to voluntarily accept permanent relocation and waived their right to return. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, all residents will be offered the right to return upon completion of the rehabilitation.

HAS determined that families would be relocated at least once during the multi-phased undertaking of redeveloping the sites. The mandatory transfers to other available

housing programs or converted stock will initially be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation or new construction.

HAS will make every effort to minimize the impact of relocation on the resident population. HAS will use staff and contractors to assist the families with the temporary or permanent relocation- and families have the right to return upon completion. HAS is undertaking the revitalization of developments that are needed to preserve the limited affordable housing stock, reverse the continuing decline of public housing and allow the revitalized property to compete in the community for qualified residents.

HAS has involved and informed residents from the very beginning in the program of the conversion under RAD, LIHTC, or alternative undertakings and has sought input into the plan. HAS has kept and will continue to keep residents current on its plans for the developments. To date these activities have included meetings, workshops, public notice, revisions in the Agency Plan, notification to HUD, and working with the resident groups and this has proven particularly helpful in bringing tenants' views into consideration on a timely basis. HAS prepared a resident questionnaire (survey) and will use it to solicit and consider tenants' views on the program's impact and any special needs.

HAS has fully considered the resident's views on the redevelopment and especially in the relocation of tenants from the developments. The HAS will utilize the staging of the construction/redevelopment of the program as an important method in which the temporary or permanent relocation of tenants can be achieved with minimum disruption to the residents. Existing public housing, non-revitalized units on the site will be available to provide the resource for many if not all the residents to relocate. Upon completion, those residents temporarily relocated will return to the unit and/or building/development whenever possible. HAS intends to use vacancies arising in its inventory of the apartments in the development so that it may create a meaningful temporary relocation resource. Priority for any relocation will be given to those families that must be relocated to remain in the same development.

HAS will pay for the relocation cost to move residents on a temporary/permanent basis. HAS will pay those eligible relocation costs, including utility transfers in accordance with the Uniform Relocation Act for the relocation of residents under the RAD program. Although it is not anticipated that many vouchers will be required for relocation, if it is required, HAS will assist residents with the program requirements, assist them in finding an available Section 8 unit, and further assist them to remain in Section 8 housing through the mobility-counseling program. In the case of Tenant Protection Vouchers, HAS will provide extensive workshops and technical assistance to help residents making the transition to the Voucher Program. All the relocation will be conducted in accordance with the rules of the Uniform Relocation Act and PIH notices governing this proposed action.

HAS is using funding assistance from the tax credit program and other allowable program funds for the renovations and redevelopment of this site. All families residing on the site will remain eligible for the site. In addition, no resident will be relocated until such time as funding is fully secure to begin and funding is available for that phase of the relocation, rehabilitation/construction, and counseling requirements.

Information and Consultation

HAS provides residents with a general information notice advising them of the possible affects of proposed action.

Residents required to relocate due to renovation construction work will receive certain benefits in the form of notices, advisory and counseling services, and housing assistance payments as appropriate. HAS will follow the notices, services and payments as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (also known as the Uniform Relocation Act, or "URA") for the program funded. The policies and procedural requirements of the URA as applied to HUD-funded programs are consolidated in HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition", PIH 2014-17 RAD Relocation, and other requirements will be followed by the HAS.

Generally, the following notices, counseling and benefits will apply to this project. The timing of notices and services, and the levels of benefits may vary depending on the nature and timing of specific project and phasing activities, and the rules associated with various types of funding.

Notices

The following notices will be provided to residents in developments scheduled for rehabilitation under the redevelopment subject to the URA:

The RAD Information Notice must do the following:

- *RAD Information Notice (RIN)* MHA has provided the RAD Information Notice to residents at the very beginning of the RAD conversion planning process in order to convey general written information on potential project plans and residents' basic rights under RAD, and to facilitate residents' engagement with the PHA regarding the proposed RAD conversion. The MHA has provide a RAD Information Notice to all residents of a Converting Project prior to the first of the two meetings with residents required by the RAD Notice, Section 1.8.2, and before submitting a RAD Application. This RAD Information Notice shall be provided without regard to whether the PHA anticipates any relocation of residents in connection with the RAD conversion.

- *General Information Notice (GIN).* MHA has notified residents of its decision to convert to RAD and to apply to agencies for redevelopment funding. The MHA will bring this notice more current as other activities and the approval process takes place. MHA will further provide the residents with an updated *General Information Notice once all components are approved and in place.* This notice explains the nature of the proposed project, description in general terms of the relocation assistance that MHA will make available to residents, and explain the proposed timetable for relocation. The notice further states that the HAS will provide all residents with comparable replacement housing and urge them not to move. MHA will further update the notice since the timing of the original notice may not have the sustaining impact and more current notices will vary depending on local circumstances, project timing and phasing, and other considerations such as the opinion of the HAS regarding the adequacy of known information about the project. The notice will be made in accordance with Relocation Handbook 1378, and applicable statutes and regulations.

- *Notice* of Intent to Acquire- *Non-displacement, or Notice* of *Eligibility for Relocation Assistance.* As soon as feasible following HUD approval of the HAS's final approval of the RAD or Revitalization Plan, whichever comes first, the HAS will provide residents with a more specific notice of their rights. Residents who will move temporarily will receive a Notice of Non-displacement. This document will inform residents of the specific relocation services and benefits to which they are entitled, when they will receive those services and benefits, and any procedures that must be followed to obtain them. This notice will again advise residents not to move.

- Thirty Day Notice. No resident to be temporarily displaced will be required to move unless the household has first received at least 30 days written notice of the earliest date the family will be required to move. The 30 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This would be the primary notice used on Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road since it is anticipated residents will be out of the unit for less than 12 months.

- *Ninety Day Notice.* No resident to be permanently displaced will be required to move unless the household has first received at least 90 days written notice of the earliest date the family will be required to move. The 90 Day Notice will either state a specific date the family must move, or state the earliest possible date for a move and indicate that the family will receive another notice providing the specific move date at least 30 days before they are required to move. This will be the notice that is used if and when the redevelopment would exceed 12 months- since it will be considered permanent relocation with a right to return. Note: Permanent Relocation

Assistance: permanent relocation would require that HAS to offer alternative housing options in accordance with Section 6.10 of the Relocation Notice. The HAS cannot require a resident to accept permanent relocation: the resident must voluntarily relinquish their right to return in writing as being given at least 30 days to consider the HAS's offer. The RAD program requirements in this area can exceed the URA and the URA requires three but not less than one comparable housing option once a person is permanently displaced (i.e., after one year and one day). If HAS knows from the beginning that residents are going to be permanently moved and not return, the HAS must follow the requirements of Section 6.10 of the RAD Relocation Notice and offer the resident an alternative housing offer that persuades the resident to voluntarily relinquish their right to return in writing. HAS cannot require permanent relocation; the resident must choose this voluntarily.

Advisory Services and Counseling

Relocation advisory services will include one or more personal interviews with each household. Typically, the HAS will survey residents early in the process to determine each household's general relocation needs, and then provide additional counseling, services and information as specific issues are identified. The HAS will have plans and processes in place to communicate with families who are not proficient in English, and with people with disabilities.

At minimum, HAS's advisory services and counseling will:

- determine the needs of individual families;
- explain the availability of relocation benefits and services, including the eligibility requirements, the procedures for obtaining benefits and services, and the amount of the replacement housing payment, if any;
- explain the timetable for temporary relocation or permanent displacement;
- advise the family of specific comparable replacement dwellings that will be available;

Moving Expenses

Relocating residents are entitled to payment for their actual moving and related relocation expenses, so long as those expenses are reasonable. The payment must include expenses for:

- transportation to replacement dwelling;
- packing, moving and unpacking furniture and family belongings;
- storage for a period not to exceed 12 months;
- disconnecting, dismantling, moving and re-assembly of household appliances;

- utility hook-ups, including re-installation of telephone and cable service;
- insurance against loss of personal property during the move, or the replacement value of any property lost, stolen or damaged during the move
- credit checks; and
- other reasonable moving expenses.

Relocation Resources

All eligible residents, who are relocated, will receive the appropriate services and benefits required. The HAS relocation resources for the development include: (1) priority for available units at the specific development undergoing the work (2) priority for vacant turnover units of at other HAS developments; and (3) priority for tax-credit and other units available after the redevelopment on the specific site or other HAS sites, (4) priority for the Voucher- whenever needed. HAS will use all available resources to identify and move residents into their desired housing preference. On a limited basis, residents will be offered available housing choice vouchers during the relocation process.

The relocation developments are within reasonable distance to bus lines and services. All sites are to be made handicap accessible and also accessible to shopping areas, employment areas, grocery stores and medical offices.

HAS has addressed the housing issues of disabled families and families with disabled members by proactively making all programs and services available to qualified families. All facilities operated, and programs managed by HAS will be made 504 compliant or at least the minimum number of units will be made 504 compliant. If relocated disabled families are having difficulty in the relocation, HAS will provide for reasonable accommodations to address the issues. HAS has handicapped-accessible units in the public housing program. These units are available in the necessary bedroom sizes. During gathering data on the relocation survey, HAS included a specific area on the survey to assist families and the HAS in identifying special needs of each family. These special needs will be considered in making relocation offers.

(1**) Vacant Turnover of Units at Other HAS Sites:**

To accommodate all households needing a unit, HAS has prioritized the displaced families as the highest priority for vacant turnover units. HAS provides for this priority in the current Admission and Occupancy Policy (ACOP) and has updated the Administrative Plan to include a priority for relocation by HAS initiatives. The policies are incorporated in the PHA Plan process and remain supporting documents to the PHA Plan.

(2) HAS Developments:

HAS determined that families would be relocated at least once during the multi-phased undertaking of redevelopiment. The mandatory transfers to other available public housing or converted stock will be accomplished through turnover of the existing housing at the development, as well as using the redeveloped units that will be placed back on-line after rehabilitation. All families relocating to public housing and other sites will be offered decent, safe and sanitary units that meet the local occupancy codes and UPCS or HQS- depending on the program requirement. All properties are inspected prior to occupancy and before relocation, the units are determined that they meet UPCS or HQS.

(3) Redevelopment Sites:

As the development continues through redevelopment- current residents will be prioritized for returning to the development/unit. Based on the individuals needs and from information gathered during the initial survey data, HAS has designed a plan to address all the family's requests during the relocation process.

Use of Section 8 Vouchers During the Relocation Process

HAS has determined that the HCV Program will be needed for a limited number of families during the relocation activities. HAS has a voucher program of adequate size to address these issues. Relocated families will have priority over current families on the waiting list- if the voucher is needed for relocation and these revisions have already been included in the Administrative Plan. In the case of Glenwood, Scattered, Circles, Dogwood Square, Cedarbrook, Villa Marie, and Bolivar Road, it is anticipated that vouchers will be offered for relocation and HUD is providing tenant protection vouchers.

II. Resident Return and Re-occupancy Policies

HAS has determined that the first choice of many residents of the development site is to remain a part of the community during the process and after the conversion to Project-based Vouchers under RAD or redevelopment. Under RAD, there is no rescreening or re-eligibility requirements; therefore, all families are eligible for the new units after renovation. HAS has presented a method that all families will be provided a tenant survey on the relocation/selection process and will update the survey information prior to relocation, if and when required.

Typically, there is no rescreening. Residents that are temporarily relocated must remain in in compliance with the program (not be terminated) and have the first-priority right of re-occupancy of the revitalized unit at the development. HAS has and will continue to plan collaboratively with residents and other stakeholders to establish the occupancy terms and conditions for the revitalized community as a result of tax-credit funding and other final issues that may arise, but residents still retain the right to return. Relocation activities will not begin until the re-occupancy standards are established, with resident

consultation. Consistent with the goal of maximizing the opportunities for the residents, HAS will also attempt to identify potential obstacles with any re-occupancy and assist with counseling and special services aimed at overcoming any special needs.

HAS does not foresee any imposed conditions on the rights of residents to return to the revitalized site/unit other than being a resident remain in compliance during relocation. It is anticipated that all residents will remain in compliance with these requirements. Any resident that is not in compliance will be notified of non-compliance and given an opportunity to cure the deficiency.

III.Summary of Moving Cost

Temporary Moves

It is anticipated that most, if not all, will have temporary moves which are required for a two-way move. For rehabilitation, the move will be from their current unit to another vacant unit for approximately 90 days and then the family will be moved back to the original unit after rehabilitation is complete.

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same development/complex. (estimated cost of $1,500 movement each way) This is based on relocations at other local PHAs in Springfield. Tennessee, Arkansas and Louisiana.

- Number of and cost amount for two-way moves to a unit not in the same development/complex, carried out by the HAS. (limited number based on the survey)

- Number of and cost amount for two-way moves to a unit not in the same development/complex not carried out by the PHA. (limited number based on the survey)

Permanent Moves

It is anticipated that a limited number of permanent moves will be required on this project. All families are eligible to return, and most will indicate that they want to return to the unit after completion of the rehab.

- Number of and cost amount for one-time moves into another unit in the same building/complex. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA. (limited number of units)

- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA. (limited number of units)

IV. Temporary Relocation Assistance

HAS will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), HAS will send a RAD Notice of Relocation to residents who will be relocated. HAS will use the language outlined in PIH 2016-17 Appendices 3 and 4 sample RAD Notices of Relocation that will to be provided to residents that will be temporarily relocated.

The temporary relocation assistance the HAS will provide for residents is outlined in (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - HAS will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The units will be located in the same development-whenever possible- and HAS will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation at URA levels. It is anticipated the relocation will be for a very short duration; however, should the process become longer, the HAS will provide additional notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since some residents prefer to pack their own personal possessions and items of value, residents will be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the HAS will provide the resident with information on how to request this assistance. In those cases, HAS will assist the resident with the packing. HAS is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. HAS may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.

- Payment for Temporary Relocation Moving Expenses - The HAS generally chooses to do the following:

    - Undertake the moves itself, using force account labor (HAS laborer) or a moving company; or

    - As an alternative to the HAS's contractor or moving company;
        - Reimburse residents for all actual and reasonable moving costs.

The HAS will not make fixed payments since such payments may not be representative of actual reasonable costs incurred.

- Utility Costs - HAS is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, HAS is responsible for covering the expenses involved in transferring existing service. Utilities will be already turned on in the unit and HAS will pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). Although not anticipated, if a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the HAS utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

It is anticipated that there will be some cases of required permanent relocations. When those conditions occur, HAS would use the requirements outlined in PIH 2016-17 as follows:

Based on the local housing resources available, HAS will identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;
- Private-market rental housing (affordable, non-subsidized)

VI. Relocation Budget

Based on the results of the planning process, the HAS has a relocation budget that includes the following components:

1) The cost of administering the plan and providing assistance and counseling.

2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).

3) The cost of the physical move of the residents' belongings.
This physical move cost total is based on the move scenarios anticipated or projected by the resident survey.

4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.

5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).

Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. HAS states that these costs are indicated in the application, or attach any other information required by HUD, to support these costs.

HAS understands that the statutory requirements and protections of the URA cannot be altered or waived by a Relocation Plan. All tenants who are on-site at the time of the required relocation are entitled to URA-level assistance unless eviction for cause is in process or recently completed. Any eviction proceeding that commences after that date may not result in denial of benefits as required under the URA.

Sources of Funding

What sources of funding will be used to pay for relocation activities?

HAS intends to utilize the following sources for funding relocation over the next 3 years:

Program	2020	2021	2022	Total
Operating Funds/Capital Funds	0	0	0	0
LIHTC	578,000			578,000
Total for Relocation	578,000			578,000

VII. Appeal Process

If a resident disagrees with HAS's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the HAS. The Relocation Plan provides the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is

involved). At a minimum, the resident will have 60 days to file an appeal with HAS after receiving written notification of a claim or ineligibility determination.

HAS's relocation plan includes an opportunity for an appeal through HAS's usual grievance procedure, except that the time limit for requesting an appeal may not be less than 60 days after the family receives written notice of the disputed decision.

Households dissatisfied with the outcome of a grievance will be advised in writing of the right to seek further review at the local HUD Field Office. Disputes subject to appeal will include the HAS's determination of eligibility for assistance, including denial of eligibility and determinations of family status as displaced persons, and HAS decisions about the nature, scope and amount of relocation assistance.

VIII. Certification

HAS certifies that it is in compliance with the URA and, if applicable, section 104(d).

Katrina Wolfram
Executive Director

3/3/2020
Date

Exhibit H

APPRAISAL – VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

[Provided Under Separate Cover]

Exhibit I

SERVICE ENRICHED LETTERS – VILLA MARIE APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

HAS PROPERTIES
421 WEST MADISON STREET
SPRINGFIELD, MISSOURI 65806-2938

(417)866-4329
TTY (800) 735-2966 Relay Missouri
FAX (417)862-4263

EQUAL HOUSING OPPORTUNITY

Ms. Remona Miller
Special Needs Coordinator
Missouri Housing Development
Commission 920 Main Street, Suite 1400
Kansas City, MO 64105

August 14, 2020 (updated)

RE: Supportive Services Letter of Intent
Keystone Family Homes

Dear Mrs. Miller:

Please accept our notification and clarification of intent to coordinate and provide social services as identified in our Contractual Agreement for Services attached. We are pleased to partner with you and BGC Advantage in providing community support and resources for Housing Stability to the residents of Keystone Family Homes affordable multi-family housing development. As the Executive Director of the Housing Authority of Springfield, Missouri (HAS), I am responsible for securing annual Family Self Sufficiency Funding, hiring of the Community Resources supportive staff including the Family Self Sufficiency Coordinator, compliance, program reporting, and partnership coordination.

The Mission of HAS is to serve the community by providing affordable housing and to improve the quality of life for the families we serve. The goal is to have families leave assisted housing through programs like FSS to homeownership. Our social services may also address any surfacing or trending social issues that are timely like crime prevention due an increase in car burglaries, or tax preparation for low income, or even flu season.

Coordination with property managers is key to ensuring service program delivery is relevant and that any life issues are addressed for clients. It is the social services staff that deliver the programs and ensure multiple opportunities are provided to the residents. Our Social Services staff work closely on site throughout the year to bring programs and services to the residents based on their needs and interests. The social services staff also coordinate with community partners to bring their programs, educational opportunities and services to the development's residents.

The Housing Authority of the City of Springfield does not discriminate against anyone because of race, creed, color, sex, age, religion, national origin, familial status, or disability in the application process, leasing, rental, or other disposition of housing or related facilities (including land) included in any development or project under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937.

LEGAL NAME HOUSING AUTHORITY OF THE CITY OF SPRINGFIELD, MISSOURI

HAS PROPERTIES
421 WEST MADISON STREET
SPRINGFIELD, MISSOURI 65806-2938

(417)866-4329
TTY (800) 735-2966 Relay Missouri
FAX (417) 862-4263

EQUAL HOUSING OPPORTUNITY

As we convert these developments from public housing to RAD, we will continue our commitment to provide social services to the residents in the Keystone Family Homes project. We look forward to providing this robust offering of services and programs and will continue to be an integral part of serving the low-income families and impacting the "quality of life" for those we serve. I sincerely appreciate the opportunity and look forward to working with you and the residents.

Sincerely,

Katrina Wolfram

Executive Director
Housing Authority of the City of Springfield

The Housing Authority of the City of Springfield does not discriminate against anyone because of race, creed, color, sex, age, religion, national origin, familial status, or disability in the application process, leasing, rental, or other disposition of housing or related facilities (including land) included in any development or project under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937.

Contractual Agreement for Services

This Contractual Agreement for Services is entered into between the Housing Authority of the City of Springfield, MO (HAS) "*the Service Coordinator*" and Keystone Family Homes, LP "*the Partnership*" as evidence of the commitment of Keystone Family Homes owners and management to Service-Enriched Housing. Coordination and administration of the services described in the attached supportive Services Summary will be provided to the residents of Keystone Family homes "*the apartments*" at no cost to the residents for the duration of the LIHTC compliance period. If the Service Coordinator becomes unable to continue to provide the services outlined in the Service Coordinator Job Description, it will be the responsibility of the Partnership to engage another Service Coordinator to provide the same level of services to the residents for the remaining term of the LIHTC compliance period.

We certify that we have the experience in coordinating and administering services for individuals with children, children of tenants, senior households, and individuals with physical and /or developmental disabilities. The Supportive Services program is designed to enhance tenant housing stability and independence. The services will be tailored to the special needs of the residents in accordance with the Supportive Service Plan.

This agreement is entered on **March 3, 2020** by and between:

Keystone Family Homes, LP

By: _____
Managing Partner

Housing Authority of the City of Springfield, MO

By: _____
Executive Director

SUPPORTIVE SERVICES AGREEMENT FOR SERVICES
Between the Housing Authority of the City of Springfield and Keystone Family Homes GP, LLC

FOR SUPPORTIVES SERVICES AT
KEYSTONE FAMILY HOMES, LP

This Contractual Agreement for Services is entered into between the Housing Authority of the City of Springfield "*the Service Coordinator*" and Keystone Family Homes GP, LLC "*the Partnership*". Coordination and administration of the services described in the attached Supportive Services Summary will be provided to the residents of Keystone Family Homes, LP "*the apartments*" at no cost to the residents, for the duration of the LIHTC compliance period. If the Service Coordinator becomes unable to continue to provide the services outlined, it will be the responsibility of the Partnership to engage another Service Coordinator to provide the same level of services to the residents for the remaining term of the LIHTC compliance period.

We certify that we have the experience in coordinating and administering services for individuals with children, children of tenants, senior households, and individuals with physical and/or developmental disabilities. The Supportive Services program is designed to enhance tenant housing stability and independence. The services will be tailored to the special needs of the residents in accordance with the Supportive Service Plan.

This agreement is effective on November 1, 2020 by and between:

Keystone Family Homes, GP

By: _____
Its Managing General Partner

Housing Authority of the City of Springfield, MO

By: _____
Its Executive Director

SUPPORTIVE SERVICES SUMMARY

Service Enriched Housing

Keystone Family Homes will be a service enriched housing community that will support the connection between affordable housing and supportive services. The Keystone Family Homes community will provide substantial services to enhance housing stability and independence. The community will serve low to moderate income households, with 5% of units reserved for mobility impairments, 2% set aside for those with hearing and vision impairments and 35% of the property will target individuals with children. As a service enriched community, Keystone Family Homes will partner with the Housing Authority of the City of Springfield Community Resources Department to provide a continuum of care to residents which will address the different levels of service among individuals. The Lead Referral Agency (LRA) will provide for a service enriched supportive environment. The Housing Authority of the City of Springfield will serve in the role of the LRA. The LRA has demonstrated experience with the specific populations targeted and will coordinate through established partnerships the supportive services for the community.

Keystone Family residents can participate in supportive and social services that will encourage housing stability, social and community connections, improve their physical and mental health, increase their income and employment, and enhance satisfaction with quality of life.

As a service enriched community, the Keystone Family Homes community will target the following population:

A. Individuals with children
B. Individuals with a physical impairment and/or development disability
C. Children of residents

Keystone Family Homes supportive services will be coordinated by the Housing Authority of the Springfield for the full term of the MHDC affordability period. Although services will be marketed to all residents and participation encouraged, services are not required.

The Housing Authority of Springfield employs a full time Director of Affordable Housing Programs that is responsible for coordination and delivery of services to Keystone Family Home residents and is the designated point of contact. The Director of Affordable Housing is supported by a team that is supervised by a Lead Community Resources officer and four Community Resource Officers that are assigned to specific sites.

The LRA will process all referrals from the Management company, update and maintain the waiting list for any referrals provided, and coordinate with third party agencies to meet the needs of the residents. The LRA will work in partnership with the Management Company to provide onsite services and/or services within close proximity to the residents.

The Director of Affordable Housing Programs reports to the Executive Director of the Housing Authority of the City of Springfield who is authorized to execute Memorandum of Understandings with third party agencies that provide direct specialized services to residents. The Housing Authority of the City of Springfield positions are funded through the US Department of Housing & Urban Development and will continue through this RAD conversion on an annual basis. Although every attempt is taken to provide services for residents on site, some services are provided in close proximity to the site or transportation is provided by the service provider to the activity or service. The Director of Affordable Housing Programs will monitor the partner agencies to ensure compliance and will collaborate with the third-party management agent to encourage participation of families.

In addition, LRA's Community Resource Deparrtment will be available to the residents for advocacy and mediation efforts between the Property Management Company and the resident in order to assist residents with housing stability. Under the RAD program as well, residents have the option of appealing any eviction or adverse action taken by the Management Company. The community resources team is independent of the Housing Choice Voucher program that provides subsidized assistance to the residents and are independent of the management company.

Although the service enriched community will be the primary focus of the LRA, the Management Company is also dedicated to the provision of supportive services that assist residents in addressing their needs. The Management Plan provides that supportive services are to be implemented in close coordination and communication with the residents to ensure that the services, programs and activities provided meet their needs and desires and fulfills the requirements in the Land Use Restrictions Agreement (LURA). The Management company will have a key role to play in marketing the programs and encouraging program participation by distributing flyers, sending out email blasts to residents, and including a calendar of activities in the monthly newsletter. All record keeping with respect to services provided to and used by residents shall be collected and maintained by the LRA and property management compnay but, the property management company will maintain supportive service binders for review during syndicator and state/local monitoring agency site audits.

The services provided by the management group and LRA will allow for a comprehensive housing environment that nurtures vulnerable populations and provides significant services that enhances tenant stability and independence.

The following services will be provided to the residents of Keystone Family Homes:

Housing Stability	Town Hall/Crime Watch Meetings (Monthly) Project Based Vouchers (Ongoing)
Increased Income and/or Employment	Financial Literacy (Once per quarter) Computer Lab (Ongoing) Clothing Bank (Ongoing) Career Training (Annually)
Physical/Mental Health	Counseling (monthly) Medical (monthly) Life Skills Classes (once per quarter) Food Pantry (Monthly)
Quality of Life	Life Skills Classes (Once per quarter Transportation (monthly)
Community Events	Monthly Luncheon/Seasonal Events (monthly)

OZARKS TECHNICAL COMMUNITY COLLEGE

February 3, 2020

MEMORANDUM OF AGREEMENT

OZARKS TECHNICAL COMMUNITY COLLEGE (OTC)
ADULT EDUCATION AND LITERACY (AEL)
1001 EAST CHESTNUT EXPRESSWAY
SPRINGFIELD, MO 65802

And

KEYSTONE FAMILY HOMES
(BOLIVAR ROAD APARTMENTS)
2336 NORTH BOLIVAR ROAD
SPRINGFIELD, MO 65803

Purpose
To provide free Adult Education and Literacy classes to the Zone One community residents located at Keystone Family Homes (Bolivar Road Apartments), 2336 North Bolivar Road, Springfield, Missouri 65803 and to other residents in the OTC service delivery area.

Our goal is to improve the lives of adults in the community by improving their literacy skills and educational levels. This will be accomplished by providing adult education and literacy classes for those that need a second chance. Possible results of improving skills can be the ability to get a job, get a better job, or enroll in college. Improving the individual improves the community.

OTC-Adult Education and Literacy will provide the following:

- Certified AEL instructors necessary to staff the site
- Instructional materials
- Classroom furniture
- Five student desktop computers
- One instructor desktop computer and assessment scoring equipment
- Wi-Fi/internet access for the instructors and students
- Enroll students monthly
- Provide class Monday through Thursday, 8:00 am—12:30 pm
- Have a mandatory attendance policy
- Follow Springfield Public Schools inclement weather policy
- Provide certificate of liability insurance
- Treat the building with respect per the Keystone Family Homes building use policy

OZARKS TECHNICAL COMMUNITY COLLEGE

Bolivar Road Apartments will provide the following:

- Secure, locking classroom space
- Instructor and student access to the facility
- Liability waiver for each student

This agreement will start on February 3, 2020 with access to the facility and classes will begin on February 18, 2020.

Ramona George 2/3/2020 Katrena Wolfram 2/3/2020

Ramona George, College Director Date
Adult Education and Literacy
1001 E. Chestnut Expressway
Springfield, MO 65802
(417) 447-8861 Work
(417) 894-1755 Cell
georger@otc.edu

Katrena Wolfram, Executive Director Date
Housing Authority of Springfield
421 West Madison
Springfield, MO 65806
(417) 447-4557 Work
(417) 861-5539
kwolfram@hasproperties.org

MEMORANDUM OF UNDERSTANDING
Freeway Ministries

This Memorandum of Understanding (MOU) outlines the basis upon which Freeway Ministries World Headquarters (Freeway Ministries) and the Housing Authority of Springfield specifically Bolivar Road Apartments (2336 N. Bolivar Road, Springfield, MO 65803) have agreed to collaborate.

A. PURPOSE:
The purpose of this MOU is to develop and expand a framework of cooperation between Freeway Ministries and the Housing Authority of Springfield to create mutually beneficial programs, projects, and services at Bolivar Road Apartments.

B. BACKGROUND:
Freeway Ministries is an international non-profit organization committed to providing care and counseling, along with discipleship classes and services to help transform one broken life at a time. The mission of Freeway Ministries is to help the underserved population in our community. Freeway was founded in November 2011 and received an official 501(c)(3) status in 2012.

C. VISION:
The vision of Freeway Ministries is to impact the population of Bolivar Road Apartments by extending services. Freeway Ministries World Headquarters is located within a couple of blocks of the Bolivar Road Apartments.

D. SUMMARY OF SERVICES:
- Once monthly, Freeway will host a community lunch free of charge to develop relationships and build trust.
- Transportation to our weekly services on Friday and Saturday evenings, both providing a free hot meal.
- Assistance in obtaining services for overcoming addiction.
- Counseling to break the cycle of the criminal mentality and all other life issues.
- Mentorship for men, women, and youth.
- Clothing Bank at Freeway Ministries World Headquarters.
- Lifestyle classes on budgeting, time management, marriage and family, overcoming the past, and setting goals for the future.
- Annual Christmas event with gifts given at the close for every child in attendance.

This MOU will be reviewed annually by both parties for revisions, but changes can be made in writing by either party at any time.

By: _____
John Stroup, Executive Director
Freeway Ministries

Date: 12-9-19

By: _____
Housing Authority of Springfield

Date: 12/2/19

Lifebuilders Ministries

April 30, 2019

Mrs. Katrena Wolfram
RE: Keystone Family Homes
Housing Authority of Springfield
421 W. Madison St.
Springfield, Mo. 65806

Dear Mrs. Wolfram:

Lifebuilders Ministries is pleased to partner with the Housing Authority of Springfield, MO. We are able to provide resources to the residents by teaching life skills, encouraging a community environment and building individual independence at the location of Keystone Family Homes. We have weekly on-site worship, outreach programs and Bible studies for all ages.

We look forward to our future partnership to help build your communities as we are led.

May the Lord bless you and keep you,

Chris McLaughlin
Director

Abigail McLaughlin
Office Manager

1942 S. Stewart Springfield, Mo. 65804
417-873-9572
lifebuildersmin@sbcglobal.net
www.lifebuildersmin.org

Luke 4:18 Heal the broken hearted and set the captives free

PCC PREGNANCY CARE CENTER

01-22-20

Ms. Katrena Wolfram
Housing Authority of Springfield
421 W. Madison St.
Springfield, MO 65806

Dear Ms. Wolfram:

The Pregnancy Care Center is pleased to partner with the Housing Authority of Springfield, MO. We serve women and men facing unplanned pregnancy by providing practical resources and emotional support, including residents of Housing Authority properties.

We offer one-on-one coaching for men and women and a comprehensive education program of nearly 30 classes covering a wide range of personal development and parenting topics. We offer all services free of charge to our clients, regardless of gender, race, income level or religion.

For many of our clients, securing safe and affordable housing is a challenge. So, we are pleased to partner with the Housing Authority so families, and our community, can be stronger together.

Sincerely,

Lisa McIntire

Lisa McIntire, CPA
Executive Director

December 12, 2019

Mrs. Katrena Wolfram
RE: Keystone Family Homes
Housing Authority of Springfield
421 W. Madison St.
Springfield, MO 65806

Dear Mrs. Wolfram:

Freeway Ministries is pleased to partner with the Housing Authority of Springfield, MO. We are able to provide resources to the residents by teaching life skills, encouraging a community environment and building individual independence at the location of Keystone Family Homes. We have weekly on-site worship, outreach programs and Bible studies for all ages.

We look forward to our future partnership to help build your communities as we are led.

May the Lord bless you and keep you,

John Stroup
Executive Director

Exhibit 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document:	Redevelopment Agreement
Date of Document:	_____, 20___
Grantor:	City of Springfield, a municipal corporation
Grantee:	_____
Legal Description:	See Exhibit A attached hereto.
Please return recorded document to:	City of Springfield Planning and Development Department P.O. Box 8368 840 N. Boonville Ave. Springfield, MO 65801

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

REDEVELOPMENT AGREEMENT BETWEEN

_____

AND

CITY OF SPRINGFIELD, MISSOURI

FOR_____

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is being entered into this day of _____, 20_____, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation ("**City**"), and _____ ("**Developer**"), a _____, with a mailing address of _____.

W I T N E S S E T H:

WHEREAS, on _____, _____ the Land Clearance Redevelopment Authority ("LCRA") recommended approval of the Redevelopment Plan for the _____Redevelopment Area; and

WHEREAS, on _____, _____ the Planning and Zoning Commission recommended the Amended Redevelopment Plan be approved; and

WHEREAS, on _____, _____ following public hearing the City Council approved Special Ordinance _____, which approved the Redevelopment Plan; and

WHEREAS, pursuant to Chapter 40 Article II, Section 14 of the Code of the City of Springfield, MO, the Developer is required to enter into a redevelopment agreement with the City approved by the City Council and in accord with the requirements of said Article and Special Ordinance _____, and submit an executed copy of the agreement with its application for a certificate of qualification from the LCRA.

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

1. Agreement. Developer agrees to perform all work in accordance with: the provisions of Special Ordinance _____; Chapter 40 Article II of the Springfield City Code; Redevelopment Plan for _____ Redevelopment Area, a copy of which is on file at the office of the City Clerk; Certificate of Qualification issued by the LCRA; and the provisions of Section 99.300, RSMo et seq., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

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

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

4. Breach - Failure to Comply. If Developer breaches any term of this agreement, then upon certification of such fact to the Council by the City Manager, the Council may declare the developer in breach, and the City Attorney shall commence such proceedings in the appropriate court to terminate the abatement of ad valorem taxes. Should the Assessor fail to terminate the abatement, the Developer shall pay the full amount of abated taxes to the City in the form of Payments in Lieu of Taxes ("PILOT") that shall be remitted to the appropriate taxing jurisdictions, including the City, which levy taxes on the real property inside the Redevelopment Area at a rate proportional to the taxes so levied by said taxing jurisdictions.

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

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

To the City:

City Manager
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield, MO
840 North Boonville Avenue
Springfield, MO 65802

To the Developer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

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

7. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can neither be modified nor eliminated except by agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council.

8. Effective Date. This Agreement becomes effective on the effective date of the Certificate of Qualification or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer receives partial tax relief pursuant to the provisions of this agreement.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

DEVELOPER

By: _____

Print Name: _____

Title: _____

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____of the City of Springfield, Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _[title/position]_ of _[name of entity]_, a [corporation/partnership/etc.]_ duly organized, incorporated and existing under and by virtue of the laws of the State of _____, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed 11-20-20

Sponsored by Lear, Schilling, Fisk and Simpson

First Reading _____ Second Reading _____

COUNCIL BILL 2020- 290 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article VI, Division 4, "Police Officers' and Fire Fighters' Retirement System," by repealing Section 2-477, "Reduction of disability benefits when beneficiary is gainfully employed." (Recommended by the Finance and Administration Committee.)

WHEREAS, Springfield City Code Section 2-477, "Reduction of disability benefits when beneficiary is gainfully employed," provides that police and fire disability pension recipients are to have their pension benefits reduced by the amount of earnings they receive from other employment; and

WHEREAS, this reduction unnecessarily penalizes disability pension recipients and may even act to discourage recipients from seeking gainful employment; and

WHEREAS, Section 2-477 also creates unnecessary administrative challenges, in that City personnel must attempt to verify disability pension recipients' employment earnings without complete or up-to-date information; and

WHEREAS, repealing Springfield City Code Section 2-477 will eliminate these unintended results.

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

Section 1 – The Springfield City Code, Chapter 2, Article VI, Division 4, "Police Officers' and Fire Fighters' Retirement System," is hereby amended by repealing Section 2-477, "Reduction of disability benefits when beneficiary is gainfully employed." in its entirety, as set out below:

Note: Language to be deleted is ~~stricken~~.

~~Sec. 2-477. - Reduction of disability benefits when beneficiary is gainfully employed.~~

~~If any member of the police department or fire department in receipt of a disability pension, whether for duty or non-duty causes, resumes any type of part-time or regular gainful employment, and his earnings therefrom, together with his pension exceed, at the date of his earnings, the salary then being paid for the same type of job which he held at the time his disability pension began, shall have the disability pension received by him reduced to the extent of such excess during the term of such earnings, and such pension shall be resumed when such earnings no longer cause an excess.~~

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 290

FILED: 11-24-20

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code, Chapter 2, Article VI, Division 4, "Police Officers' and Fire Fighters' Retirement System," by repealing Section 2-477, "Reduction of disability benefits when beneficiary is gainfully employed."

BACKGROUND INFORMATION: The Police Officers' and Fire Fighters' Retirement System ("System") provides that police officers and firefighters who are unable to perform their duties as a result of disability are to be granted certain pension benefits. (Springfield City Code, Sections 2-473 and 2-474).

Section 2-477 provides that disability pension recipients are to have their pension benefits reduced by the amount of any earnings they may receive if they are fortunate enough to find other employment. This penalizes disability pension recipients and may even act to discourage recipients from seeking gainful employment. Section 2-477 also creates unnecessary administrative challenges, in that City personnel must attempt to verify disability pension recipients' employment earnings without complete or up-to-date information.

The Board has consulted with its actuary who has concluded that the elimination of Section 2-477 would not affect the viability of the System, which is now 84% fully funded, and would not constitute a "Substantial Proposed Change" as defined in Section 105.660(10) of the Revised Statutes of Missouri, in that it would not result in:

- A total contribution increase equaling one quarter percent or more of active member payroll; or

- A change in a plan benefit of 5% or more; or in

- A material impact on the plan's actuarial soundness

The Board of Trustees for the Police and Firefighters' Retirement System voted unanimously to recommend the repeal of Section 2-477. The Finance and Administration Committee has voted to send this recommendation to Council for its consideration.

Submitted by:

Don Willoh, Assistant City Attorney

Recommended by:

Janell Manley, Administrative Director
Police Officers' and Fire Fighters'
Retirement System'

Approved by:

Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 183
Filed: 11-24-20

Sponsored by: Referendum Petition

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 291 GENERAL ORDINANCE _____

AN ORDINANCE

REPEALING General Ordinance 6614, said ordinance being entitled, "Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map."

WHEREAS, on September 21, 2020, City Council passed General Ordinance 6614; and

WHEREAS, General Ordinance 6614 rezoned property located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from single-family residential, general retail, and limited business district to Planned Development No. 374; and

WHEREAS, a referendum petition requesting repeal of General Ordinance 6614 was filed with the City Clerk on October 19, 2020; and

WHEREAS, the City Clerk certified the petition was signed by a sufficient number of qualified electors to City Council on November 16, 2020; and

WHEREAS, pursuant to Springfield City Charter Section 14.7, City Council must vote upon the question whether General Ordinance 6614 should be repealed.

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

Section 1 – General Ordinance 6614, attached hereto as "Exhibit A," is hereby repealed in its entirety.

Section 2 – This Ordinance shall be in full force and effect immediately upon passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 291

FILED: 11-24-20

ORIGINATING DEPARTMENT: Law Department

PURPOSE: Repealing General Ordinance 6614, said ordinance being entitled, "Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map."

BACKGROUND INFORMATION: General Ordinance 6614 was approved by City Council on September 21, 2020. On October 19, 2020, the City Clerk received a referendum petition asking City Council to repeal General Ordinance 6614 in its entirety. On Monday, November 16, 2020, the City Clerk certified that the petition was signed by a sufficient number of qualified electors to City Council.

When a referendum petition is signed by a sufficient number of qualified electors, City Council must vote whether to repeal the ordinance specified in the petition. If City Council does not repeal the ordinance, an election must be called to submit to the qualified voters a question of whether or not to approve the ordinance. This Council bill would repeal General Ordinance 6614. A Council bill calling an election for public vote will also be submitted to City Council for first reading and public comment at the November 30, 2020, meeting. City Council can choose to repeal General Ordinance 6614 or to call an election for public vote.

Submitted by:

Rhonda Lewsader, City Attorney

Authorized by:

Jason Gage, City Manager

Exhibit A

One-rdg. _____
P. Hrngs. X
Pgs. 180
Filed: 08-04-20

Sponsored by: Simpson

First Reading: September 8, 2020 Second Reading: September 21, 2020

AMENDED
COUNCIL BILL 2020– 187 GENERAL ORDINANCE 6614

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.)

_____

WHEREAS, an application has been filed for a zoning change of the property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue, which is more fully described on "Exhibit A," from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and

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

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

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

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

Section 1 – The property described in "Exhibit A" of this Ordinance, which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District, or such zoning districts as are designated on the official zoning map adopted by City Council, to Planned Development No. 374; and the Springfield Land Development

Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified accordingly.

Section 2 – The property described in "Exhibit A" of this Ordinance shall be subject to the requirements and standards described in "Exhibit C – Exhibit 1," which is attached hereto and incorporated herein by this reference, and these requirements, standards, and design shall govern and control the use and development of the land herby rezoned to Planned Development No. 374.

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

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

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

Passed at meeting: September 21, 2020

Mayor

Attest: _____, City Clerk

Filed as Ordinance: September 21, 2020

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

SUPPLEMENTAL EXPLANATION TO AMENDED COUNCIL BILL 2020 –187

FILED: 09-16-20

ORIGINATING DEPARTMENT: Law

BACKGROUND INFORMATION: At the September 8, 2020, City Council meeting, City Council voted to amend Council Bill 2020-187 by:

1. Striking the number “60” from Exhibit 1, Section G.2, and inserting the number “56” in its place, and

2. Replacing Exhibits 2, 3, 4, 5, 6, and 9 in their entirety with new Exhibits 2, 3, 4, 5, 6, and 9.

Exhibit 1 (G.2.) was amended to change the maximum building height language from 60 feet to 56 feet.

Exhibit 2 was amended to reduce the Building 2 height from 5 to 4 stories and removing the underground garage. By removing the garage 28 parking spaces were eliminated, so 5 additional parking spaces have been added behind the purple shamrock building along with 4 additional spaces where the garage entry drive was located to the west of Building 2. With these amendments, there is a total of 173 parking spaces provided with 161 spaces required, (a surplus of 12 spaces).

Exhibit 3 amendments reflect the removal of the underground garage and the addition of parking spaces as mentioned above.

Exhibit 4 amendments show the proposed reduced height of Building 2 from 5 to 4 stories and from 55 feet to 49 feet of building height. This results in an 11% reduction in building height to Building 2 and a reduction in total area of new construction by 13%.

Exhibit 5 amendments reflect the mentioned changes to the grading plan. Building 2 will be split to work with the existing topography so that the ground level of north end will be set a level below the ground level of the south end. This further reduces the amount of grading required and aesthetically breaks the building by contouring to the existing grading, reducing the overall scale and enhancing the aesthetics of building 2.

Exhibit 6 was amended to update the site plan regarding the landscaping due to additional parking spaces and removing the underground garage driveway.

Exhibit 9 has also been amended to update the site plan regarding recreational space calculations reduction of 2% due to additional parking spaces.

Submitted by:

Rhonda Lewsader

Rhonda Lewsader, City Attorney

SUPPLEMENTAL EXPLANATION TO COUNCIL BILL 2020-187

DATE: September 21, 2020

ORIGINATING DEPARTMENT: LAW

PURPOSE: Report on Protest Petition regarding Council Bill 2020-187 (Planned Development 374).

REMARKS: Eight protest petitions have been filed with the City Clerk as of 9:00 a.m. on September 21, 2020. A report has been prepared by the Department of Information Systems indicating that the currently filed protest petitions account for 37% of the total area of the 185-foot protest area.

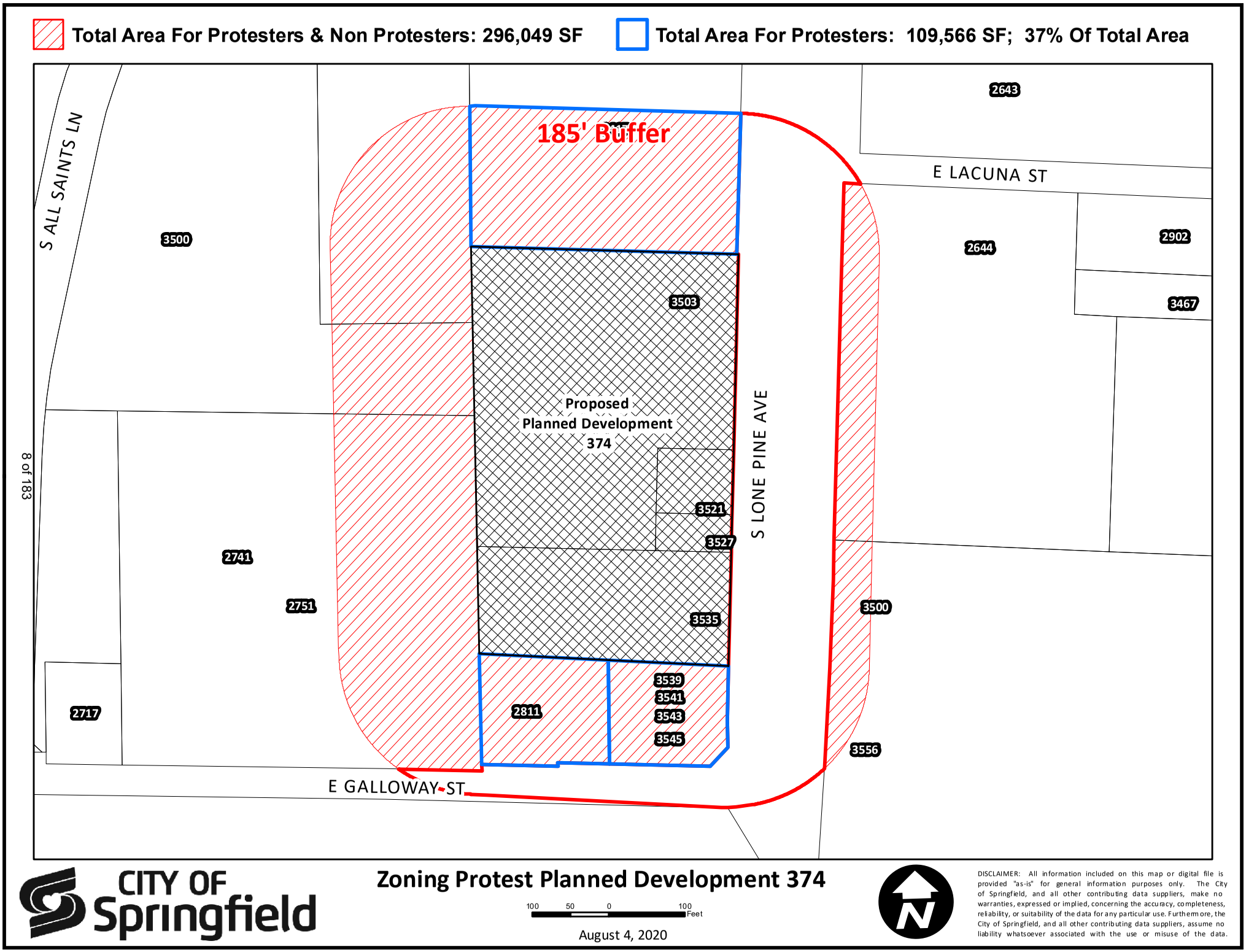
Therefore, the 30% threshold established by statute requiring a 2/3 majority vote of City Council for approval of this Council Bill has been achieved.

Submitted by:

Kyle Tolbert, Assistant City Attorney

Approved by:

Jason Gage, City Manager



CITY OF Springfield

Zoning Protest Planned Development 374

100 50 0 100 Feet

August 4, 2020

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

EXPLANATION TO COUNCIL BILL 2020 –187

FILED: 08-04-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION: PLANNED DEVELOPMENT DISTRICT NO. 374

The applicant is proposing to rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-Family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374. If approved, the applicant plans a mixed-use development with two new multi-family residential buildings and four existing buildings for continued commercial use as shown on their site plan.

The applicant is proposing a planned development district in response to concerns from the community during their rezoning request in 2018. The intent of the planned development (PD) district is to encourage more creative and imaginative design than generally is possible under conventional zoning regulations. The applicant/developer is proposing a unique mixed-use development that will include preserving 4 existing commercial structures.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 16, 2020, and recommended to approve the proposed Planned Development No. 374, by a vote of 7 to 1.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed Planned Development 374 is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the south portion of the property as appropriate for Medium intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The Major Thoroughfare Plan classifies Lone Pine Ave as a Secondary Arterial roadway.

2. The subject property is within the Galloway Redevelopment Policy Area Recommendations for the South Lone Pine Avenue corridor between Battlefield and Republic Roads. These recommendations serve as the policy for development in the area and are to be used in reviewing applications for zoning changes. Staff has reviewed the applicant's submittal with the Galloway Recommendations and believes that the applicable recommendations have been addressed (Attachment 3).

3. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre.

4. The proposed Planned Development is proposing to preserve the existing structures (Treadway Building, Purple Shamrock and Sequiota Bike Shop) located at 3521, 3527 and 3535 S. Lone Pine Avenue to preserve and rehabilitate following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements.

5. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:

K. Daniel Neal

Daniel Neal
Senior Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

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

Attachment 1, Department Comments
Attachment 2, Multi-Family Development Location and Design Guideline Assessment Planned Development 374
Attachment 3, Galloway Recommendations Planned Development 374
Attachment 4, Neighborhood Notification and Meeting Summary
Attachment 5, Neighborhood Comments

PLANNED DEVELOPMENT 374 EXHIBITS:

Exhibit 1, Planned Development Ordinance Text
Exhibit 2, Preliminary Development Site Plan
Exhibit 3, Preliminary Architectural Site Plan
Exhibit 4, Preliminary Architectural Elevations
Exhibit 5, Preliminary Grading Plan
Exhibit 6, Preliminary Landscape Plan
Exhibit 7, Landscaping Notes and Specifications
Exhibit 8, Stream Buffer Plan
Exhibit 9, Recreational Area Plan
Exhibit 10, Site and Landscape Design Narrative
Exhibit 11, Engineering Report
Exhibit 12, Boundary & Topographic Survey
Exhibit 13, Concept Design

Exhibit A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT 374

Deed Book 2018, Page 44946-18
Tract I: Beginning 316 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21), which is the Northeast corner of J.H. Ellison Tract; thence West 100 feet; thence North 50 feet; thence East 100 feet; thence South to the Point of Beginning, in Greene County, Missouri.
Tract II: Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence North 316 feet, more or less, to the Northwest corner of the Ellison Tract for a second Beginning Point; thence East along the North line of the Ellison Tract, 236.7 feet; thence North 136 feet; thence East 100 feet to the West Right-of-Way line of Highway 65; thence North along the West Right-of-Way line of said Highway 65, a distance of 259 feet; thence West 353.5 feet to the West line of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9); thence South to the second Point of Beginning, all in the City of Springfield, Greene County, Missouri.
Tract III: Beginning 366 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence West 100 feet; thence North 86 feet; thence East 100 feet; thence South 86 feet to the Point of Beginning, in Springfield, Greene County, Missouri.
Deed Book 2018, Page 44951-18
Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), a distance of 175.15 feet to an iron pin set for a Point of Beginning; thence continuing N00°36'45"E along the said West line, a distance of 141.23 feet to an existing iron pin; thence S87°41'55"E, a distance of 337.60 feet to an iron pin set on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°51'18"W along the said West Right-of-Way line, a distance of 149.11 feet to a PK Nail set; thence N86°79'47"W, a distance of 332.09 feet to the Point of Beginning; all in the City of Springfield, Greene County, Missouri. Bearings are based on the West line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) as being N00°36'45"E.
Subject to Easement:
Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), a distance of 175.15 feet; thence S86°19'47"E, a distance of 178.98 feet for a Point of Beginning; thence N03°40'13"W, a distance of 7.5 feet; thence S86°19'47"E, a distance of 153.00 feet to a point on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°52'18"W along the said

West Right-of-Way line, a distance of 7.5 feet; thence N86°19'47"W, a distance of 153.11 feet to the Point of Beginning, all in the City of Springfield, Greene County, Missouri.

Exhibit B

RECORD OF PROCEEDINGS
PLANNED DEVELOPMENT 374
Planning and Zoning Commission – July 16, 2020

Planned Development 374
3503, 3521, 3527, & 3535 South Lone Pine Avenue
Applicant: Elevation Enterprises, LLC

Mr. Hosmer stated that this is a request rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from a R-SF, Single-family Residential and LB, Limited Business District and GR, General Retail District to Planned Development 374. The proposed Planned Development 374 is consistent with the Comprehensive Plan which identifies the south portion of the property as appropriate for medium intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The property to the north has been zoned to a Planned Development for office/medical uses. The Transportation Plan classifies Lone Pine as a Secondary Arterial roadway. The Galloway Creek Greenway Trail and Sequiota Park entrance are across Lone Pine to the east of the property. The property is not in a FEMA floodplain. A fee in lieu of on-site stormwater detention will not be allowed. The property is located in a stream buffer area and a stream buffer easement is being granted by the owner (21,000 sf). The subject property is within the Galloway Redevelopment Policy Area (accepted by City Council October 21, 2019). Galloway Redevelopment Policy Area Recommendations Vision Statement, states that… "The Lone Pine corridor will be welcoming for living and commerce. It will emphasize use of human-scale design components typically embodied in a village environment. This includes high-quality development with distinctive architectural features that respect the area's historic context, sensitive to the surrounding developments, in harmony with nature, built into the topography, beautifully landscaped, colorful and offering many common areas for recreation and socializing. The corridor will continue to be a pedestrian-friendly environment where people can easily walk, bicycle, and drive. Private development will emphasize diverse small retail and service businesses, while employing best practices to protect the area's natural resources and amenities, particularly Galloway Creek, Sequiota Park, and the tree canopy." The surrounding uses to the north (PD 264) allow up 10,000 sf for medical and general office uses, to the south allows for general retail uses (multi-family) and to the west allows for single family/church uses. The proposed Planned Development is for a mixed-use development of multi-family and commercial uses (max 12,000 sf.). The Multi-Family Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre (proposed development is only for 23 du/ac or 100 units). The PD will preserve the existing Treadway Store, Purple Shamrock and Sequiota Bike Shop historic buildings and the applicant has agreed to follow the U.S. Secretary of Interior's Standards for rehabilitation and maintenance. The PD will restrict building heights to 45 feet within 60 feet of Lone Pine and a 60-feet max for other areas or a 45-degree bulk plane adjacent to R-SF (GR has no height restriction but does have 45-degree bulk plane from R-SF). A "Type C" bufferyard adjacent to R-SF to west (minimum of 15 feet wide with plantings). The PD is required to preserve all existing trees of 6" caliper or greater per site plan or replace with 2-inch caliper trees for at least 7 trees per acre. The PD is proposing similar uses per the GR, General Retail District and densities similar to the R-LD/R-MD Multi-Family Districts. GR has no density requirements. Amenities – The development will have a swimming pool, exercise room and resident clubhouse as shown on the site plan. The PD will require sidewalks to be built along Lone Pine per the site plan. The PD requires that Lone Pine Avenue be widened (5') for a northbound left-turn lane to the southern-most entrance to the development and a northbound left-turn lane of a minimum of 150-feet, no further than the

railroad right-of-way OR a Traffic Impact Study is approved by the Public Works Department. Staff recommends approval.

Joel Thomas questioned about the Planned Development 264 to the north and asked what the bulk plain requirements were.

Mr. Hosmer was not sure at this time but believes if refers back to the code.

Mr. Doennig opened the public hearing.

Mr. Brent Stevens, representative of the owner and has a passion to develop Galloway and the enhancement of the area and is adopting the Galloway policy and is working with City staff and gave a brief overview.

Mr. Ryan Phillips, representative of the owner and states that they believe they are keeping within the feel of the area and will reuse the existing current buildings for a village feel of the area and enhanced streetscaping.

Ms. Jane Earnhart, representative of the owner, worked on the site design for a natural environment and will protect and preserve the stream buffer, terrain and maintain a majority of trees. The focus of the site design is public safety and the environment (tree canopy) and will have traffic calming on Lone Pine with open space with pervious areas.

Mr. Mitchell Jenkins, owner have used the Galloway policy to make any decisions and believes that it is a vision of a diverse community and creates additional tax revenue for the city.

Mr. Steven Bowen, 3811 S. Weller Avenue (Sam Coryell), has a vested interested in Galloway and questions if this fits the fabric of the community and the buildings along Lone Pine need to adhere to part of community.

Mr. King Coltrin what would they need to meet the fabric of the land.

Mr. Bowen does believe it may meet that fabric of the community but want whatever goes forward to meet those requirements.

Mr. Bryan Bevel, citizen has different view and believes this is a positive for the area and that the developers have listened to the concerns of the neighborhood.

Mr. Matt O'Reilly citizen stated that 24 du/ac is above the design guidelines requirements and is 25% higher than the Township 28 and more than double the 12 du/ac at Quarry Town. He went through information on dwelling units per acre and went over the height/evaluations of the buildings as well as removing a majority of the trees.

Ms. Cristina Bustamante, citizen went over dwelling units per acre and height of the proposed building and believes if exceeds the requirements of the design guidelines and went over the possible financial problems these building may have fiscally.

Mr. Joel Thomas asked for clarification on the rate of square foot.

Ms. Bustamante noted that market rates are 1.25 per square foot on multi-family.

Ms. Marcie Kirkup, citizen and president of the Galloway Neighborhood and believes it does not meet the Galloway policy of incompatible land uses, safety and traffic. She also noted that unknown damage to the park and waterways and needs more investigation on the waterway/neighborhood and traffic and is not opposed to future development.

Mr. Greg Horton, citizen wants the Galloway project and believes it will bring construction jobs and future amenities to the area.

Ms. Melanie Bach, citizen voiced her concerns for traffic issues and noted that the buildings that he wants to reuse/renovate were active businesses before they were sold to Mr. Jenkins.

Mr. Chad Cook, citizen believes the demand for more development and stated that Mr. Jenkins made numerous concessions to accommodate the neighbors and believes the project will continue the village feel and bring businesses.

Ms. Wendy Huscher, citizen expressed her concern for the development and went over all the obstacles they had in order to develop their photograph studio and is not opposed to development, just this development project.

Ms. Anne Baker, citizen 2240 South Lone Pine and owner of the Sequiota Bike Shop and believes Mr. Jenkins has worked with the neighbors and the design team to get a unique development.

Ms. Amy Haymes, citizen voice her concerns on the possible increase in traffic and that people would use the easement across her property to get to the proposed new development and that raises safety concerns.

Mr. Brandon Biskup, developer believes this is an appropriate scale of development along Lone Pine and went over the retaining wall height and believes this increases neighborhood walkability and an asset to the community.

Mr. Doennig closed the public hearing.

Ms. Melissa Cox asked about the monolith appearance and the 4th story buildings in the Galloway Policy.

Mr. Hosmer stated that the developers worked with City staff to meet the guidelines/policies of the Comp Plan and the Galloway Policy including the preservation of the trees and historic structures.

Mr. Joel Thomas noted that the buildings are very close to Lone Pine Avenue and if there are any future plans to widen Lone Pine.

Mr. Hosmer noted that there will be 5’ of right-of-way for left turn lanes.

Mr. Derek Estell, Public Works there are dedicating additional ROW along Lone Pine for a total of 70’ width

Mr. King asked when the improvements are scheduled.

Mr. Estell the ROW acquisition may be 6 to 12 months and noted the round-about to decrease traffic speed.

Ms. Cox confirmed about the round-about at Lone Pine and Galloway and voiced her concern on traffic (turn lanes) and for the 4-story buildings and that it is hard to vision but will vote in favor of the development.

Mr. Coltrin noted that the developer has made big improvements and advancement in the designs from 2018.

Ms. Broekhoven voiced her concerns about the development not sharing the same low density along the corridor and will be voting no.

Mr. Jobe noted that he is sensitive to the concerns of the neighbors, but believes the development is in line with the guidelines and will be in support.

COMMISSION ACTION:
Ms. Cox motioned to approve item Planned Development 374 (3503, 3521, 3527, & 3535 South Lone Pine Avenue). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, Jobe, Thomas, and Rose. Nays: Broekhoven. Abstain: None. Absent: Shuler.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: July 16, 2020

CITY COUNCIL PUBLIC HEARING: August 10, 2020



CASE: Planned Development 374

ACRES: Approximately 4.2 acres

LOCATION: 3503, 3521, 3527, and 3535 South Lone Pine Avenue

EXISTING LAND USE: Single-family and commercial uses

APPLICANT: Elevation Enterprises, LLC

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

STAFF RECOMMENDATIONS:
Approve w/Conditions

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

SUMMARY OF REQUEST:

Request to rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The proposed Planned Development 374 is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the south portion of the property as appropriate for Medium intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The Major Thoroughfare Plan classifies Lone Pine Ave as a Secondary Arterial roadway.

2. The subject property is within the Galloway Redevelopment Policy Area Recommendations for the South Lone Pine Avenue corridor between Battlefield and Republic Roads. These recommendations serve as the policy for development in the area and are to be used in reviewing applications for zoning changes. Staff has reviewed the applicant's submittal with the Galloway Recommendations and believes that the applicable recommendations have been addressed (Attachment 3).

3. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre.

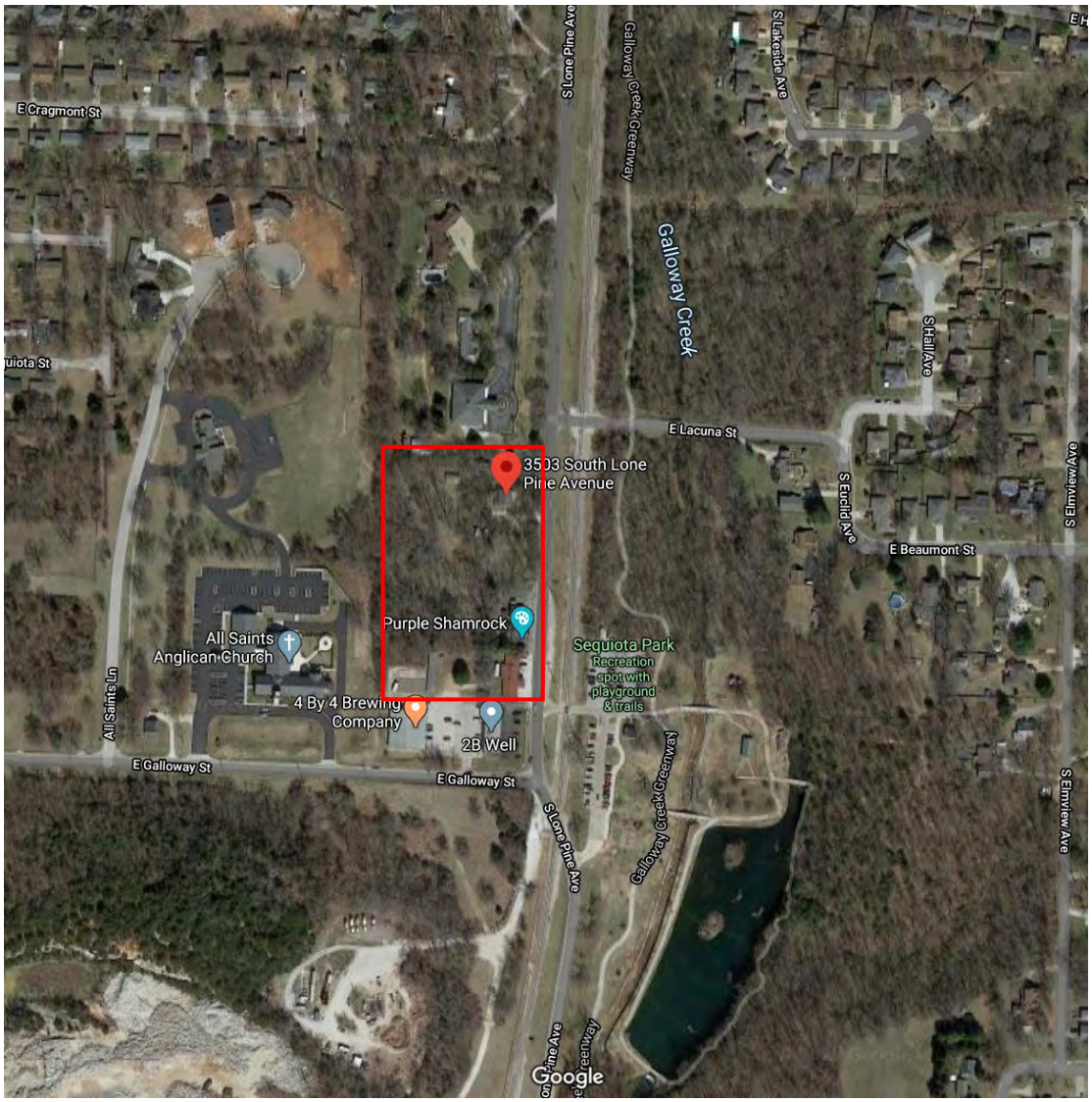
4. The proposed Planned Development is proposing to preserve the existing structures (Treadway Building, Purple Shamrock and Sequiota Bike Shop) located at 3521, 3527 and 3535 S. Lone Pine Avenue to preserve and rehabilitate following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements.

5. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 264	GR	R-SF	R-SF
LAND USE	Photographic studio and office use	Commercial Uses	Undeveloped area with greenway trail & Sequiota Park	Church & stormwater detention for residential subdivision.

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

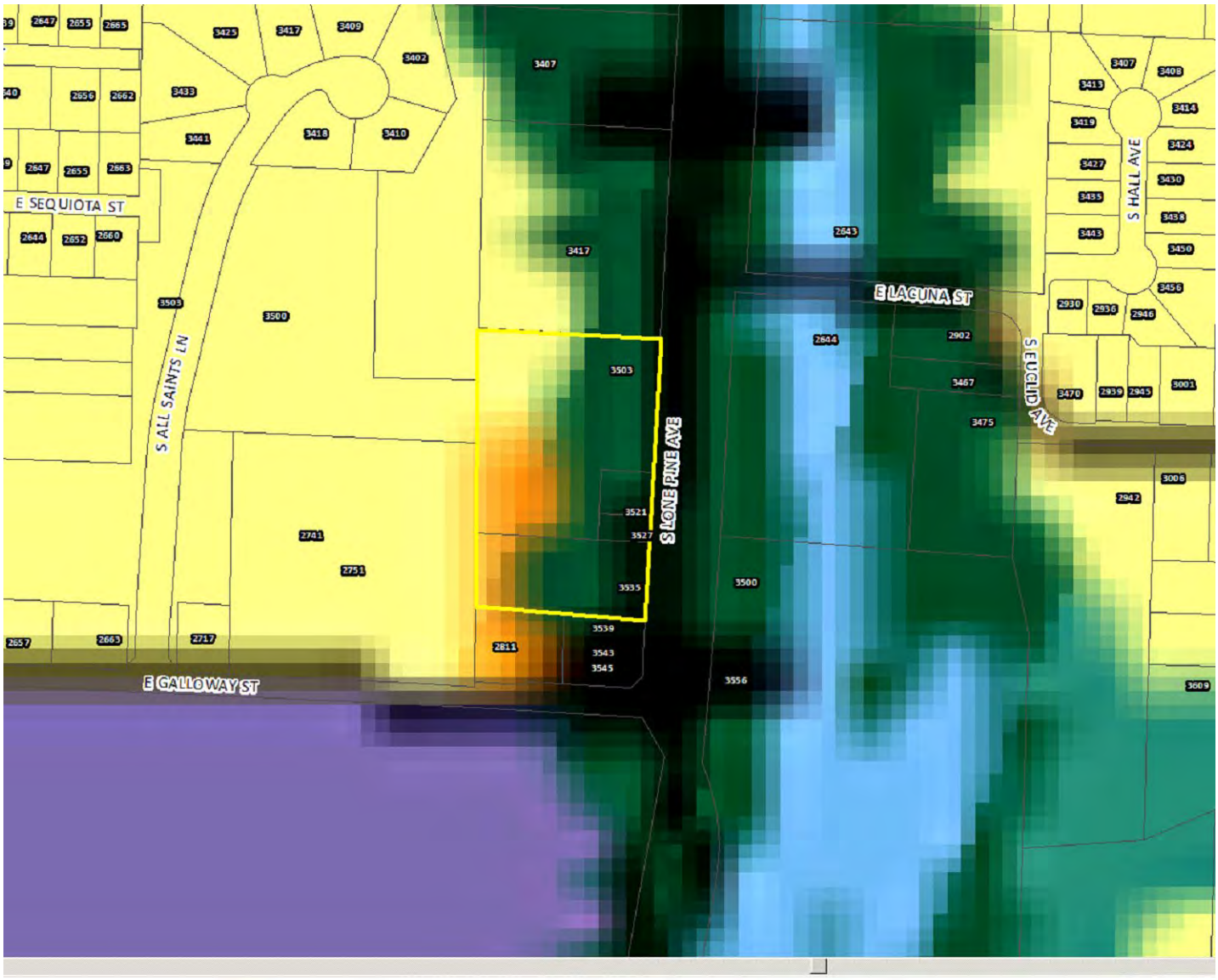


GOOGLE MAPS STREET VIEW:




3614 S Lone Pine Ave
Springfield, Missouri
Google
Street View
ONE OF A KIND
S Lone Pine Ave

GROWTH MANAGEMENT AND LAND USE PLAN:



GROWTH MANAGEMENT AND LAND USE PLAN FROM *THE SOUTHEAST DEVELOPMENT STUDY:*



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Urban Reserve Area
- Rural Area
- Park
- School
- Open Space; Golf
- Community-Public
- Grennway
- Greenway Connector
- Neighborhood Park Search Areas
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The property is currently on four separate properties that are zoned R-SF, LB and GR. The property at 3503 and 3521 S. Lone Pine have been zoned R-SF and LB since the City-wide remapping in 1995. The Treadway building property was rezoned from LB to GR in 2009. In 2018 the R-SF and LB properties were part of a rezoning request to rezone to a GR, General Retail District with a Conditional Overlay District which was tabled and then administratively delayed by Resolution No. 10408. In June of 2019, the Sequiota Store, Treadway General Store & Gas Station were submitted to City Council for nomination as historic sites, but that resolution failed.

PLANNING AND ZONING COMMISSION AUTHORITY:

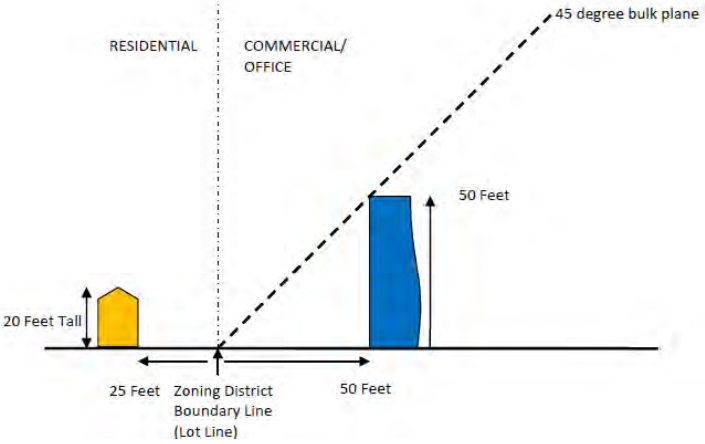
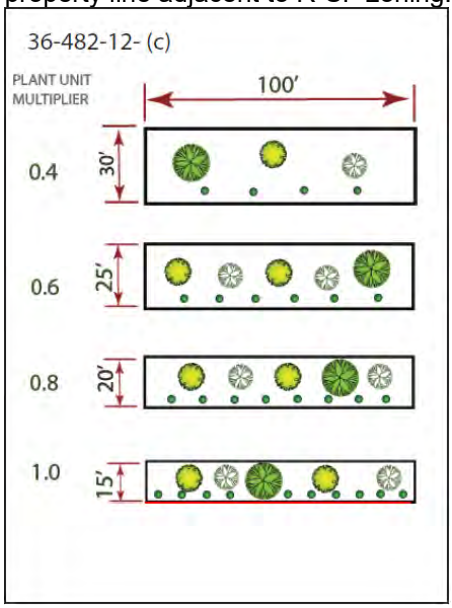
Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. 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 PD 374**
Use Limitations	1. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance. 2. No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code. 3. Mobile food vendors must comply with all requirements of 36-452. (3)(b)2. And 36-452(4), Temporary Uses. The hours of operation for mobile food vendors will be limited to 8:00 a.m. to 9:00 p.m. 4. Self-service storage facilities are not allowed except for storage facilities for tenants of multifamily buildings. 5. All activities and permitted uses except for the following shall be conducted entirely within a completely enclosed building. a. Sidewalk sales b. Outdoor eating and drinking facilities c. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk d. Street vendors licensed by the City of Springfield e. Farmers market f. Mobile food vendor
Intensity of Development	1. Maximum residential density permitted is 25 dwelling units per acre. 2. A total of 7,995 sq. ft. of existing space to be renovated to non-residential uses distributed among 4 existing buildings and shall be a maximum of 12,000 sq. ft. of total nonresidential use.
Maximum Structure Height	1. Structures that are located within 60 feet of the property/right-of-way line, fronting along Lone Pine Avenue shall have a maximum building height of 45 feet. 2. All other structures shall have a maximum building height of 60 feet and shall remain below a forty-five (45) degree bulk plane where the property adjoins an R-SF or R-TH District. 3. Building height: The vertical distance measured from the average ground level at the base of the structure's perimeter to the highest point of the roof's surface if a flat surface; to the deck line of mansard roofs; and to the mean height level between eaves and ridge for hip or gable roofs. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, telecommunication towers, ornamental cupolas, domes, or spires, elevator bulk heads, penthouses, tanks, water towers, and parapet walls not exceeding four feet in height.
Minimum open space	Not less than 25 percent

Maximum impervious area	Shall not exceed 75 percent of total lot area
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
45-degree from R-SF or R-TH districts 	A bufferyard Type C will be required along the west property line adjacent to R-SF zoning. 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the south portion of the property as appropriate for Medium-intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The Medium-intensity retail, office or housing land use mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain road corridors. Since these land uses may have differing impacts on adjacent low-density housing and on traffic generation, the site planning guidelines of this plan and the regulations of the zoning ordinance must be observed during the site planning process. Consistent with the plan policy of generally increasing the compactness of urban development, housing may be combined in the same building or closely integrated on the same site with retail or office space.

The *Plan* identifies Medium Density Multi-Family Residential and General Retail districts as an appropriate zoning districts for the medium-intensity retail, office or housing land use category. The Planned Development has similar uses allowed in each of these districts.

The medium-intensity retail, office or housing land use category promotes a policy of generally increasing the compactness of urban development by combining housing in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.

The Major Thoroughfare Plan classifies Lone Pine Avenue as a Secondary Arterial roadway and Galloway Street (south of the subject property) is also classified as a Secondary Arterial roadway.

The subject property is within the *Southeast Springfield Development Study*, area which was accepted by City Council in 2002. The Study looked at a variety of development scenarios, public improvements and site constraints for a broad area bounded by Battlefield Road on the north, the Christian County line on the south, National Avenue on the west and Route J on the east. The *Study* recommended this property as appropriate for medium-intensity retail, office or housing and low-density housing. However, since that time both the properties north and south of the subject property have been rezoned. The north tract was rezoned in 2003 to PD 264 which permits medical and general offices and the tract to the south which is incorporated in the proposed PD was rezoned to General Retail in 2009.

Galloway Redevelopment Policy Area Recommendations Vision Statement, accepted by City Council October 21, 2019 states that…"*The Lone Pine corridor will be welcoming for living and commerce. It will emphasize use of human-scale design components typically embodied in a village environment. This includes high-quality development with distinctive architectural features that respect the area's historic context, sensitive to the surrounding developments, in harmony with nature, built into the topography, beautifully landscaped, colorful and offering many common areas for recreation and socializing. The corridor will continue to be a pedestrian-friendly environment where people can easily walk, bicycle, and drive. Private development will emphasize diverse small retail and service businesses, while employing best practices to protect the area's natural resources and amenities, particularly Galloway Creek, Sequiota Park, and the tree canopy".*

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-Family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374. If approved, the applicant plans a mixed-use development with two new multi-family residential buildings and four existing buildings for continued commercial use as shown on their Exhibit 2 site plan.

2. The applicant is proposing a planned development district in response to concerns from the community during their rezoning request in 2018. The intent of the planned development (PD) district is to encourage more creative and imaginative design than generally is possible under conventional zoning regulations. The applicant/developer is proposing a unique mixed-use development that will include retaining 4 existing commercial structures.

3. In 2019, City Council adopted Resolution 10481 which accepted the Galloway Redevelopment Policy Area including recommendations for development along the South Lone Pine Avenue corridor between Battlefield and Republic Roads. These recommendations serve as the policy for development in the area and were used to review the Planned Development. Staff has reviewed the applicant's submittal along with the Galloway Recommendations and believe that all applicable recommendations have been addressed (Attachment 3).

4. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2).

5. The proposed Planned Development consists of 4 acres of property of which one acre is currently zoned GR and LB which would allow for all of the proposed uses. The proposed PD 374 will have the following notable requirements:

    a. The proposed Planned Development will continue to have similar Use Limitation requirements on commercial outdoor activities and storage; however, it also has limitations on Mobile Food Vendors that are permitted in this district:

    b. The proposed PD 374 is mixed-use, with restrictions on both residential and non-residential uses. The maximum residential density calculated by Multi-Family Location and Design Guidelines (Matrix) is 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre. Their current site plan shows approximately 100 units at 23 dwelling units per acre. The applicant is also proposing dwelling units within the existing commercial structure (Treadway's Building). A total of 7,995 sq. ft. of existing space to be renovated to non-residential uses is distributed among 4 existing buildings and shall be a maximum of 12,000 sq. ft. of total nonresidential use.

    c. The bulk, area and height requirements in the proposed PD 374 will be more restrictive than a typical commercial or multi-family district. The applicant has placed a height restriction on new construction within 60 feet of Lone Pine Avenue. Structures that are located within 60 feet of the property/right-of-way line, fronting along Lone Pine Avenue shall have a maximum building height of 45 feet. All other structures shall have a maximum building height of 60 feet and shall remain below a forty-five (45) degree bulk plane where the property adjoins an R-SF or R-TH District (Exhibit 4).

d. The open space and maximum impervious surface requirements are more restrictive in the proposed PD 374 in comparison to the existing GR and LB which require only 20% open space. It's less restrictive compared to the R-SF which has an open space requirement of 30%; however, a portion of the R-SF area is within the medium intensity retail, office and housing category of the Comprehensive Plan so it is expected to be developed more densely than R-SF standards (Exhibit 2).

e. The proposed PD 374 will require a Bufferyard Type C between the property to the west which is zoned R-SF. This is comparable to the bufferyard requirements in the Zoning Ordinance between the R-MD, Medium Density Multi-Family Residential District and the R-SF District. A 10-foot set back along the north property line shall be established to help preserve the existing tree canopy.

f. Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification. The existing shared access easement from Lone Pine Ave. at the southern property line shall be used for access to the development. Improvements to shared access from Lone Pine Ave. will be implemented as shown on Exhibit 2 – Preliminary Site Layout and in coordination of required public improvements described in Section N.

g. A final development plan shall only be approved if it is in substantial conformance with Exhibits 1, 2 and 4. The final development plan shall be submitted to the Planning and Development Department for the Administrative Review Committee review and final action.

6. The proposed PD has an exception to the Multi-Family Location and Design Guidelines regarding the 15% minimum useable recreational area that is required. The applicant is proposing more open space within the development in part because of the preservation of the stream buffer; however, in preserving the natural topography of the stream buffer area and minimizing the amount of grading and retaining walls in following the Galloway Recommendations, there is a reduction in usable open space down to 8%. Staff supports this reduction due to the preservation of the stream buffer area and believes the other amenities including the boardwalk that provide ample recreational area as intended by the guidelines (Exhibit 9). In addition, the development is across the street from Sequiota Park.

7. The proposed PD also includes public improvements to Lone Pine Avenue as identified by a traffic study that was conducted and approved by City staff. The improvements include a northbound left-turn lane along S. Lone Pine Avenue needed to access the development at its southern-most entrance, aligning with the Sequiota Park driveway entrance. The site will be required to dedicate five (5) feet of additional right-of-way. The Purple Shamrock building at 3527 S. Lone Pine Avenue encroaches into the proposed right-of-way and so the new right-of-way dedication will need to jog around the existing building or an agreement with Public Works will need to be provided prior to dedication of the new right-of-way. The developer is required to provide a crosswalk aligned to the northside of the Sequiota Park driveway and to the northside of the shared access drive south of 3535 S. Lone Pine Ave. (Treadway building). The developer shall be required to construct a sidewalk along the property fronting South Lone Pine Ave. In an effort to preserve existing trees and enhance the pedestrian experience; the required sidewalk shall be allowed to shift onto private property per the site plan (along 3503 S Lone Pine Ave.). A sidewalk easement will be negotiated between the city and developer.

8. Public improvements are planned along Galloway Street by the City between Lone Pine and Luster Avenue including the addition of sidewalks. Funding for the design and partial right-of-way acquisition of this project was approved by voters in 2016 as part of the ¼-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax. The project is currently in the design phase. The proposed design includes a wider three-lane roadway. There will be one lane in each direction with a center turn lane. This turn lane will improve safety by allowing vehicles to safely make left turns. The proposed design also includes a sidewalk on one side of the road and a multi-use path for bicyclists and pedestrians on the other. Intersection improvements are proposed at the intersection of Galloway and Lone Pine. These improvements will result in a roadway alignment that is shifted to the south. In addition, the vertical alignment will be improved which will help the rideability and sight distance. The widening will include a new center turn lane, traffic calming roundabout intersections at Luster Avenue and at Lone Pine Avenue, sidewalks on the south side of Galloway Street, multi-use path on the north side of Galloway Street, improved connection to Sequiota Park and Greenway Trail, upgraded stormwater infrastructure and improved drainage along Luster Avenue and an improved railroad crossing.

9. The applicant is proposing restrictions to address the preservation and maintenance of the existing commercial buildings. The existing structures at 3521, 3527 and 3535 S. Lone Pine Avenue and as designated on site plan shall be preserved and appropriately rehabilitated following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements. Residential uses may be located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. Uses shall encourage public activity along Lone Pine Avenue. Structures shall not be demolished or removed without an Economic Hardship being proven as prescribed in Section 36-404. The Administrative Review Committee (ARC) shall be responsible for any approvals or interpretations of this subsection. If the existing structures, as described above, are designated on the *Springfield Historic Register* in the future, the Landmarks Board will have authority and ARC's authority as described above will be null and void.

10. The proposed Planned Development is consistent with the adjacent commercial zoning and has residential that will support the mixed-use development. The *Growth Management and Land Use Plan* element promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The property to the south is zoned GR, General Retail. The property to the north is zoned Planned Development 264 which allows medical offices and finance, insurance and real estate offices in addition to the existing photographic studio and office. The property to the west is zoned R-SF, Residential Single-family and is currently used as a Church and stormwater detention area for the adjacent residential subdivision.

11. The City Council adopted a Blight Study and Redevelopment Plan in 2014 for this area. Projects consistent with the Galloway Area Redevelopment Plan may apply for real property tax abatement for new improvements (100% on the new improvements for 10 years). The Galloway Redevelopment Area extends from approximately Lacuna Street to Republic Street. There are similar mixed-use developments further south along Lone Pine Avenue that have been recently completed or are being constructed now.

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

NEIGHORHOOD MEETING:

Due to the Mayor's Proclamation of Civil Emergency (COVID-19), the applicant held a virtual neighborhood meeting on May 13, 2020 from 4-6:30 p.m. A summary of the meeting and questions/comments from the meeting are attached (Attachment 4).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 5 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with development plan or rezoning, however proposed storm culverts may be in conflict with 12" water main on East side of Lone Pine. Relocation or Lowering may be required.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Not enough spot elevations or wall detail south of building 1 to evaluate the wall adjacent to the sanitary sewer. It does not appear as though the wall would encroach into the sewer easement. If there is a footing associated with this wall, we would prefer it remains outside the sewer easement

FIRE DEPARTMENT COMMENTS:

Pending approval of fire apparatus turn around on south side with all property buildings fire sprinklered OR a second Fire access entrance per 2018 IFC Appendix D.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Lone Pine as a Secondary Arterial roadway. The standard right-of-way width for S. Lone Pine is 35-feet from the centerline. It appears additional right-of-way is needed along S. Lone Pine Avenue. S. Lone Pine Avenue is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. Lone Pine Avenue is 6,785 vehicles per day. On-street parking is not allowed along this portion of S. Lone Pine Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Lone Pine Avenue. The two driveway approaches shown in the Preliminary Development Plan will be allowed.

SIDEWALK

There is not existing sidewalk along the property frontage of S. Lone Pine Avenue. Sidewalk is required to be constructed along the property frontage as shown on the Preliminary Development Plan.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Galloway Creek Greenway Trail is located just east of this development across S. Lone Pine Avenue. There are no bus stops along S. Lone Pine Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area. A crosswalk aligned to the northside of the Sequiota Park driveway and the northside of the shared access drive south of 3535 S. Lone Pine Ave. (Treadway's Building) is proposed as shown on the Preliminary Development Plan.

IMPROVEMENTS

At a minimum, Lone Pine Avenue is required to be widened to accommodate a northbound left-turn lane into the southern-most entrance to the development. Northbound left-turn lane is to be a minimum of 150 feet, plus taper. Taper should extend no further than the railroad right-of-way, ***OR*** a Traffic Impact Study (TIS) must be submitted according to Public Works Design Standards - Chapter 9. Any improvements required as a part of the TIS must be constructed and approved,

or funds escrowed, prior to issuance of a building permit. Public Works has plans to make improvements to the intersections of Galloway and Lone Pine. Public improvement plans should be coordinated with the planned Public Works improvements.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Lone Pine Avenue	Secondary Arterial	No	30	35

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	14	26	284	N/A
***Proposed Trips Generated**	124	141	1196	N/A
Additional Trips Generated	110	115	912	N/A

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

STORMWATER COMMENTS:

The property is in the Galloway Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. Water quality will be required if disturbing more than one acre. The property is located in a stream buffer area. The stream buffer width for this area is 30 ft on each side as measured from the top of bank, as shown on the stream buffer map (http://maps.springfieldmo.gov/mapgallery/. The widths are an estimation for planning purposes only. The actual width will be based on a survey and plan by the applicant. A stream buffer easement will be required prior to construction.

Stormwater has no issues with re-zoning but has the following requirements at the time of development:

1. This site has a natural stream that requires a 30-foot stream buffer on each side per Chapter 8 of the Stormwater Design Criteria Manual. This must be shown in a stream buffer easement. Any proposed encroachment and mitigation for the stream buffer will require a no feasible alternatives analysis and stream buffer plan that is subject to review and approval in accordance with Chapter 8. Once the stream buffer is approved, a stream buffer easement form must be submitted for recording using the form at https://www.springfieldmo.gov/2120/Resources.

2. The proposed drawing shows some construction within the stream, a pedestrian bridge and parking lot. Use the stream mitigation measures shown in our manual such as buffer width averaging to account for this.

3. Downstream improvements in lieu of constructing detention on site. The downstream improvements would be to construct a culvert under Lone Pine.

4. Since this project will be disturbing more than one acre, water quality is required and must be built, inspected, and approved prior to release of the building permit. If this is not possible, submit a temporary stormwater plan with your plan submittal.

5. As-builts will be required. The as-builts must be submitted and approved prior to release of the certificate of occupancy.

6. An operation & maintenance plan and agreement are required for water quality and must be submitted in the Reports folder for review prior to signatures. Please see the instructions and templates at https://www.springfieldmo.gov/2120/Resources.

7. Low impact development site planning and design approaches should be used where feasible per Chapter 10, including minimizing disturbance of steep slopes, preserving trees, working with natural drainage patterns, and a treatment train approach of open conveyance and small distributed stormwater control measures.

8. Need to show the existing and proposed amount of impervious surfacing. For any increase in impervious surfacing, current detention and water quality requirements must be met. Structures and impervious surface onsite and currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

9. 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.

10. If disturbing 1 acre or greater, water quality will also have to be provided.

11. Drainage easements must be provided for this conveyance.

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

13. Please keep in mind that more detailed stormwater calculations must be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Galloway Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	NA

REQUIREMENTS:

ATTACHMENT 2
MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT
PLANNED DEVELOPMENT 374

The applicant is requesting approval of multi-family apartments on 4.2 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 12 points which includes opportunity and constraint points and a density bonus for a mixed-use development, thus permitting a residential density of 27 dwelling units/acre. The applicant is currently proposing (13) micro efficiency, (26) studio, (37) 1-bedroom, (24) 2-bedroom & (8) 3-bedroom units for a total of 100 units which equates to approximately 23 dwelling units per acre. As mentioned, the applicant has shown that they meet one of the density bonus increases with proposal for a mixed use development. This would add an additional 3 du/ac to the overall development. Staff has factored these bonus densities along with the opportunities and constraints for this site with our recommendation to support the request for 27 du/ac. Below is an analysis of the five categories used to calculate the Matrix score.

A. Land Use Accessibility (1/3 points)
   One point was given for land use accessibility. There is neighborhood retail mixture and recreational parks/greenways uses within a ¼ mile.
B. Connectivity Analysis (1/5 points)
   One out of a maximum of five points were given for connectivity.
C. Road Network Evaluation (1/2 points)
   One point was given for the road network evaluation.
D. Design Guidelines (6/6 points)
   A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

   1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 15 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted with building permits conforming to these requirements.

   2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan.

   3. Building Orientation and Interior Landscaping – All building orientations will address public streets to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted with building permits conforming to these requirements.

   4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and PD language.

   5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.

6. Useable Recreational Area/Facility – A minimum of 15% usable open space is required. An exception in the Planned Development to the minimum 15% recreational space established by the Revised Multi-Family Design Guidelines shall be given to minimize the amount of grading that would be required to achieve the minimum recreational space maintaining the intent of the Galloway Neighborhood guidelines of minimizing retaining walls and grading.

7. Amenities – The development will have a swimming pool, exercise room and resident clubhouse as shown on the site plan. The mobile food vendor use is not a formal amenity but provides convenient food services for residents.

8. Preservation of Trees –All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance with at least 7 trees per acre.

Density Bonus

A density bonus is allowed if a development has met the minimum matrix points for a specified density, at least half the design guidelines are met, and will not exceed 40 dwelling units per acre (du/ac). The total additional bonus dwelling units are as follows:

1. Mixed Use Developments: Mixed Use developments that contain an equal amount or greater total square footage of residential to non-residential are allowed an increase of 3 dwelling units per acre.

Staff has determined that one density bonus category is met by the proposed development. This would add an additional 3 du/ac to the overall development. These density bonuses will factor into the opportunities and constraints and overall staff recommendation, though.

Opportunities and Constraints

1. How much higher density exists or is planned/approved for area?

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the area is planned for higher densities or higher densities exist. A portion of the site is currently zoned GR, General Retail and LB, Limited Business which allow for higher density mixed use residential development. Majority of this site has been designated as appropriate for Medium Intensity Retail, Office and Housing.

2. Does the proposal support redevelopment/revitalization goals?

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is located within a redevelopment or revitalization area. This area is located is located within the Galloway Area Redevelopment Plan which was adopted in 2014 and within the Southeast Development Study Area as Medium Intensity Retail, Office or Housing adopted in 2002.

3. Are there physical or other natural barriers within ½ mile of the site?

Staff may consider recommendation of a higher density than that determined by the matrix calculation when the site is within a ½ mile of physical or other natural barriers. The railroad to the east of this site and extreme slope of the terrain creates physical or natural barriers in developing higher density residential uses within this area.

DENSITY: The assessment criteria resulted in a total of a maximum residential density of 27 dwelling units per acre. The applicant is requesting a total residential density of up to 25 dwelling units per acre.

ATTACHMENT 3
GALLOWAY RECOMMENDATIONS
PLANNED DEVELOPMENT 374

The Galloway Area Recommendations, passed October 21, 2019, provides staff recommendations that apply to developers, city staff, and residents when pursuing future developments within the specified area. This checklist refers to the recommendations that apply specifically to the applicant/developer for a project. This is to be used only as a reference for those recommendations. The original Galloway Recommendations document must still be reviewed as this is only a supplemental visual to what is outlined in that document. This checklist also references The Galloway Community Improvement District, which was approved by City Council on August 12, 2019.

Staff has reviewed the applicant's attached exhibits (1-12) for compliance to the Galloway Recommendations as outlined below.

A. Public Safety (1/1)
1 out of 1 recommendation was addressed. Recommendation #1 is not applicable to the proposed development since it is not adjacent to Galloway Trail.

1) Clearly delineate parking areas along the street edge from the street surface.
2) Install physical barrier or fencing between trail and roadway where feasible.

B. Environmental Protection (3/3)
3 out of 3 recommendations were addressed.
1) Water quality protection and stormwater management for new developments. Innovative techniques are welcomed and encouraged. (Examples include: Maximizing open space, green roofs, rain water collection systems, rain gardens, and berms.)
2) Establish stream buffer easements for all new developments.
3) Protect the tree canopy through preservation of healthy trees and installing high quality landscaping where possible.

C. Image Enhancement (5/5)
5 out of 5 recommendations were addressed. Recommendations #1 & 2 were not applicable to the proposed development since it is not adjacent to Galloway Trail.
1) Plant trees along the Galloway Trail.
2) Develop pocket parks along the Galloway Trail.
3) Preserve village feel through:
    a. Mixed-use of small businesses
    b. Reuse of existing structures
    c. Complimentary architectural styles
4) Promote a high-quality streetscape experience that is supported by the Galloway CID and Multi-Family Development Guidelines; Examples include:
    a. Planters and window boxes
    b. Brightly colored doors or building accents
    c. Attractive landscaping and plantings
    d. Public art
    e. Fountains
    f. Dog watering stations
    g. Outdoor seating
    h. Street trees
    i. Decorative lighting
5) Mixed-Use development
6) Use Conditional Overlay Districts; Examples include:
    a. Limit uses (e.g. storage units, gas stations, drive-thru businesses, car washes, cell towers, etc.
    b. Limit signage types (e.g. size, illumination, placement, number, prohibition of

digital)
    c. Restrict glazing ratios to no more than 40% of exterior surface
    d. Limit building height through bulk plan regulations (exceptions to this are discouraged)
    e. Require parking lots be located behind buildings where feasible
    f. Require tree canopy preservation
    g. Limit excessive grading or rock blasting
    h. Restrictions on retaining walls (limit height and require minimum distance between tiers)
7) Increase landscaping requirements. Encourage canopy trees and high-quality plantings in landscaping.

D. General Recommendations (2/2)
2 out of 2 recommendations were addressed.
1) Proactively communicate with area stakeholders and the City.
2) Emphasize the history of the area/site through artwork, signage, place-naming, and historic designations and preservation.

Attachment 4

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: LB, GR & RSF to Planned Development
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: May 13, 2020 from 4:00 pm until 6:30 pm
3. Meeting Location: due to COVID-19 a virtual meeting was held via GoToMeeting
4. Number of invitations that were sent: 24 (see attached list)
5. How the mailing list was generated: city prepared 185' and 500' lists
6. Number of neighbors in attendance (attach a sign-in sheet): 82
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

   See attached list.

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

   See attached list.

The meeting information was also posted on the Galloway Neighborhood Facebook page.

I, Jane Earnhart *(print name)*, attest that the neighborhood meeting was held on 05/13/2020 *(month/date/year),* and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

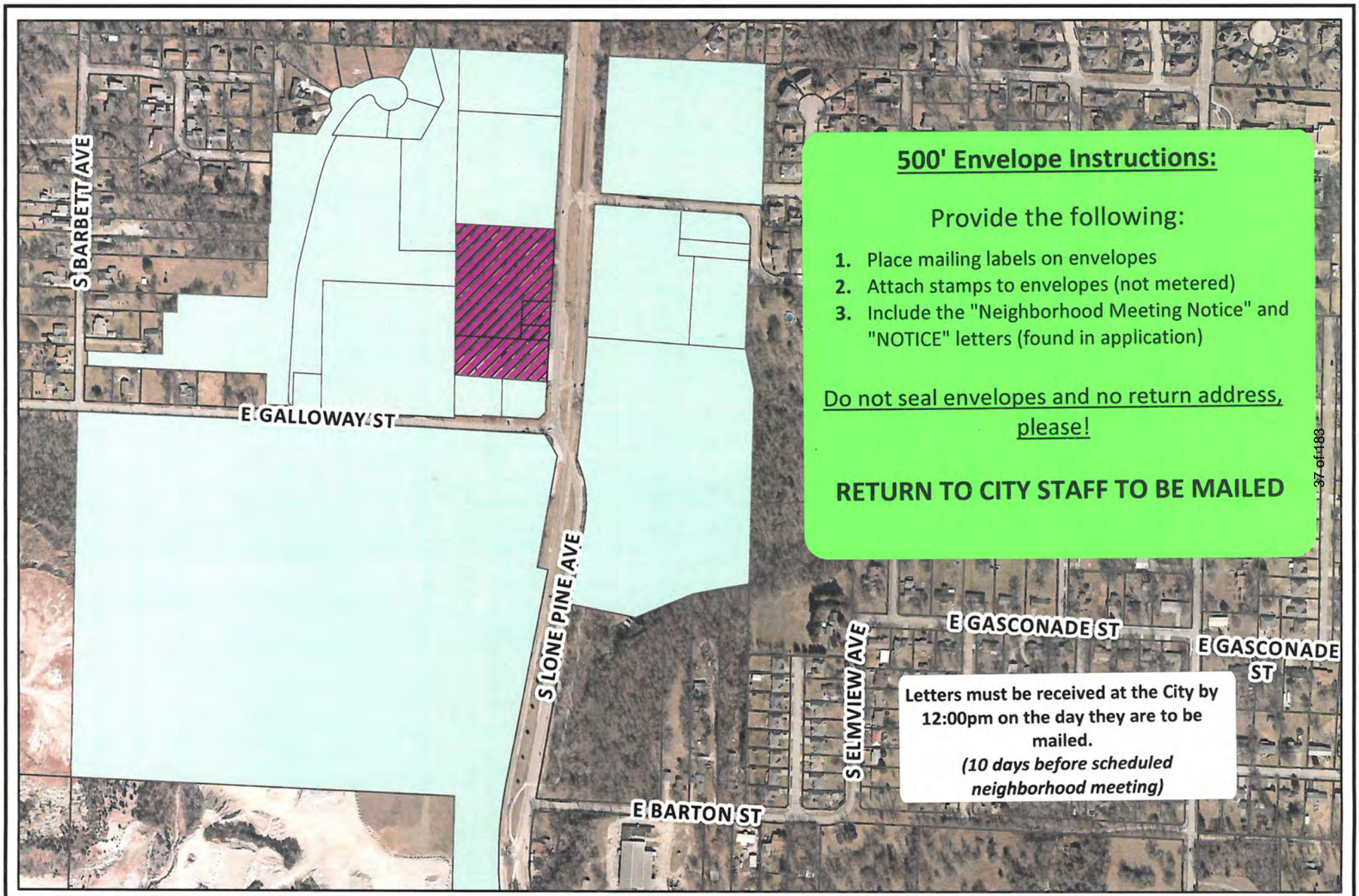
Jane Earnhart

Signature of person completing affidavit

Jane Earnhart

Printed name of person completing affidavit

500'



CITY OF Springfield

0 130 260 520 780 1,040 Feet

SCALE: 1:5,461

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

CURRENT RESIDENT/BUSINESS OWNER
3500 S LONE PINE AVE
SPRINGFIELD, MO 65804

MOORE, LANA
2717 E GALLOWAY ST
SPRINGFIELD, MO 65804

HAYMES, JEFFREY
236 CLEARSPRING RD
SPARTA, MO 65753

HUSCHER, BART A
3417 S LONE PINE AVE
SPRINGFIELD, MO 65804

ALL SAINTS ANGLICAN CHURCH
2751 E GALLOWAY ST
SPRINGFIELD, MO 65804

NN LAND DEV LLC
2340 E COTTAGE BLVD
OZARK, MO 65721

ALL SAINTS ANGLICAN CHURCH
PO BOX 10892
SPRINGFIELD, MO 65808

ASH GROVE CEMENT CO
PO BOX 25900
OVERLAND PARK, KS 66225

WISE, PERRY
173 REDWOOD RD
LOUDON, NH 3307

OCONNELL, THOMAS P JR
3467 S EUCLID AVE
SPRINGFIELD, MO 65804

SGF-GREENE COUNTY PARK BOARD
1923 N WELLER AVE
SPRINGFIELD, MO 65803

JOHNSON, BETSY
3728 S ELMVIEW AVE
SPRINGFIELD, MO 65804

KIRKUP, MARCIE
4236 S WINDERMERE AVE
SPRINGFIELD, MO 65804

LAMB, CARRIE
2902 E LACUNA ST
SPRINGFIELD, MO 65804

HUSCHER, WENDY
3417 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3539 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
2811 E GALLOWAY ST
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3407 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3500 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3402 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3410 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3418 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3800 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3475 S EUCLID AVE
SPRINGFIELD, MO 65804

This is a listing of all those that registered on line for the virtual meeting. The column on the left indicates whether or not they signed in during the duration of the meeting.

Attendee Report: Lone Pine Planned Development Neighborhood Meeting

Report Generated:

05/14/2020 01:38 PM PDT

Webinar ID	Actual Start Date/Time	Duration	# Registered	# Attended
836-421-923	05/13/2020 03:48 PM CDT	2 hours 45 minutes	115	82

Attendee Details

Attended	Last Name	First Name	Email Address
Yes	Ayres	Zeb	zayres87@gmail.com
Yes	Bach	Melanie	mcclamlaw01@gmail.com
Yes	Bennett	Cathy	clbennett55@hotmail.com
Yes	Bennett	Mark	mbennett0556@sbcglobal.net
Yes	Berkwitz	Stephen	sberkwitz@gmail.com
Yes	Boles	Ron	julienron64@mchsi.com
Yes	Bottoms	Carrie	carrieb2u@yahoo.com
Yes	Bray	Justin	justin_bray09@hotmail.com
Yes	Brittain	Julie	Jewels532555@yahoo.com
Yes	Brown	Stephanie	stephaniebrown50@gmail.com
Yes	Bryant	Laurel	laurelrlbryant@gmail.com
Yes	Bustamante	Cristina	cbustamante22@gmail.com
Yes	Caldwell	Kay	kay.caldwell@att.net
Yes	Camp	Mary	mcampb01@yahoo.com
Yes	Carpenter	Teresa	tgcarpenter4@gmail.com
Yes	Chambers	Paden	pchambers@nformarc.com
Yes	Christensen	Anna	minkona@gmail.com
Yes	Cinkosky	Zach	zcinkosky@gmail.com
Yes	Cohen	Deborah	angelchild57@hotmail.com
Yes	Cook	Chad	chad.cook@pro16properties.com
Yes	Cross	Becky	beckyc6202@att.net

Yes	Diamond	Deanna	deannadiamond206@gmail.com
Yes	Diamond	Jevne	jevnediamond@gmail.com
Yes	Earnhart	Jane	jearnhart@olsson.com
Yes	Friesen	Sarah	Sarah.b.friesen@gmail.com
Yes	Garling	Becky	mombec@mchsi.com
Yes	Grigsby	Clayton	clayton.j.grigsby@gmail.com
Yes	Grigsby	Amanda	aggrigs@hotmail.com
Yes	Hackeson	Debbi	ginko@newsguy.com
Yes	Haik	Rob	rob@hdesigngroup.com
Yes	Hardison	Kathryn	khardison@sbj.net
Yes	Harris	Christine	ChristineL1949@msn.com
Yes	Huscher	Wendy	aboutfacesphoto@hotmail.com
Yes	Imhoff	Mary Ann	maimhoff@gmail.com
Yes	Jenkins	Douglas	jenkinsd@evangel.edu
Yes	Jenkins	Mitch	mitch@elevation-development.com
Yes	Jenkins	Bonnie	jenkinsb@evangel.edu
Yes	Johnson	Duane	dj.spfmo@yahoo.com
Yes	Jones	Ciree	cireejones@gmail.com
Yes	Kirkup	Marcie	kirkups@att.net
Yes	Kise	Barry	bkise316@gmail.com
Yes	Landolt	Sharon	greglandolt@yahoo.com
Yes	Lawson	Deborah	gallowayplace@outlook.com
Yes	Lear	Andrew	alear@springfieldmo.gov
Yes	Little	Becky	beckylittle6@aol.com
Yes	Marquart	Shawn	kmarquart4@gmail.com
Yes	McCarthy	Jim	lcsrefs@aol.com
Yes	Mcvay	Jackie	jackie.mcvay@yahoo.com
Yes	Messer	Jake	jtmesser@gus.pittstate.edu
Yes	Miller	Jenna	jenna@tlcproperties.com
Yes	Munoz	Mindy	wisegurl@hotmail.com
Yes	O'Connell	Tom	tompoconnell@gmail.com
Yes	Park	Miles	mpark@springfieldmo.gov
Yes	Patterson	Jane	jsp91@sbcglobal.net

Yes		Phillips	Ryan	ryan@hdesigngroup.com
Yes		Pittman	Larry	pittman_larry@att.net
Yes		Reese	Sandy	sandyreese@me.com
Yes		Retana	Phil	phil.retana@hotmail.com
Yes		Russell	Jordan	jtrussell@pillar-insurance.com
Yes		Saeger	Jade	jadesaeger@gmail.com
Yes		Shaw	Sonja	sonjashaw@gmail.com
Yes		Shelley	Jennifer	jnnfrshelley@yahoo.com
Yes		Sickmyre	Clif	clifsickmyre@yahoo.com
Yes		Simpson	Matt	msimpson585@gmail.com
Yes		Sisco	Jack	jesisco@mchsi.com
Yes		Stainback	Judy	jstainba@mchsi.com
Yes		Stine	Carl	CBSTINE@YMAIL.COM
Yes		Thummel	Jacque	jsisco.thummel@gmail.com
Yes		Treadway	Ronald	treadrp@aol.com
Yes		Treece	Brenda	treece.brenda@yahoo.com
Yes		Trout	Sara	scoleman134@gmail.com
Yes		VanBenthusen	Carol	hashearts@aol.com
Yes		Vandeberg	Marcy	marcyvandeberg@yahoo.com
Yes		Vaughn	Theda	giggles126211@yahoo.com
Yes		Venable	Stuart	stu_v59@yahoo.com
Yes		Williams	Ricky	r.williams6023@sbcglobal.net
Yes		Wise	Janelle	jela8f@hotmail.com
Yes		Wise	Tanya	twise40@mchsi.com
Yes		Wroolie	Tess	tswroolie@gmail.com
Yes		Yarham	Kim	tksyarham@suddenlink.net
Yes		dvorscaia	zinaida	toplinesiding@gmail.com
Yes		hernandez	helen	nennyira44@yahoo.com
No	The names with "No" (to the left) registered, but did not sign into the virtual meeting.	ADAMSON	Lauren	green.lauren1@icloud.com
No		Aust	Dayna	dayna.aust@att.net
No		Badgett	Amanda	aem23520@hotmail.com
No		Barstead	Jeff	jkb3220@gmail.com
No		Bryant	Julie	jberg55@yahoo.com
No		Bryant	Christopher	cbryantappraiser@gmail.com
No		Elijah	Rich	raelijah@gmail.com
No		Ensminger	Michael	mensminger15@gmail.com
No		Fisk	Candace	CandaceFisk@MssouriState.edu
No		Gentle	Julia	thegentlefamily@yahoo.com
No		Harrison	Gregory	surfindogs@sbcglobal.net
No		Hubbell	Trish	trishhubbell@outlook.com
No		Hunton	Layne	laynehunton@gmail.com
No		Johnson	Betsy	betsy92slp@yahoo.com
No		Lohmuller	Jennifer	Jloh2005@gmail.com
No		Loos	Cynthia	4cloos@gmail.com
No		Marshall	Sam	sam1228.sm@gmail.com
No		Massoth	Jessica	jessismsu@yahoo.com
No		Olson	Terri	btolson2946@sbcglobal.net

No	Patterson	Elizabeth	eannpatterson97@gmail.com
No	Randolph	Nicole	nicolerandolph83@gmail.com
No	Riddle-Nunn	Molly	molly@mostlyserious.io
No	Schuhart	Alicia	aliciaschuhart@yahoo.com
No	Short	John	jmshort@sbcglobal.net
No	Skidmore	Sue	earthpax@gmail.com
No	Staffer	Alma	sasaki33@att.net
No	Thompson	Scott	setgas@gmail.com
No	Trout	Timothy	trout8783@yahoo.com
No	Vaughn	Theda	tjvaughn9@gmail.com
No	Voyles Williams	Cathy	ozarkflower@mail.com
No	Whittington	David	dawhittington@gmail.com
No	Womack	Cathy	cathy@eozark.com
No	Woolsey	Chris	cow@cwoolsey.com

Lone Pine Neighborhood Meeting
May 13, 2020 4:00-6:30 p.m.
Virtual format utilizing GoToMeeting due to COVID-19

Verbal Questions: (with responses in blue)

Can you make the new buildings have a "village" feel?
As we get into detailed design and selection of exterior materials, colors we will make every effort to compliment the community character.

What adjustments will be made for the roundabout?
We are coordinating with the City so the two projects will tie into one another.

How much impervious surface is on the site?
The proposed plan has approximately 64% of the site as impervious (roof and pavement). Additional design solutions to minimize the impervious area will be considered during design development.

Have you considered stair-stepping the building near the street so the height is more gradual?
There is a stair step from the fourth floor to the third floor along Lone Pine. We'll give consideration to other stair-stepping during detailed design.

People drive fast coming from the north. Will there be a flashing light or anything at the crosswalk?
We will coordinate with the city regarding the tabled crosswalk.

Can you keep people from parking along the shoulder of Lone Pine?
The northern portion of right-of-way has a steep shoulder, and people don't typically park there. Once the existing buildings are renovated the new streetscape won't include any room to park.

What is the phasing of construction of new buildings and the renovation of existing buildings?
The new construction and development of the site will be first to ensure adequate facilities & parking for the new construction as well as existing buildings.

The number of the various types of housing units? (studio, 1-bedroom, 2-bedroom, 3-bedroom)
The current design includes (4) micro efficiency, (82) 1-bedroom, (12) 2-bedroom, (2) 1-bedroom penthouse, (4) 2-bedroom penthouse, & (12) 3-bedroom units. These numbers are conceptual and are subject to change as the design develops.

The square footage of the various types of housing units?
They will be comparable to the other apartments in the Galloway area.

Will the units be sold or rented?
They will be rented.

What are the proposed rental rates?
They will be market rates.

Why can't the existing buildings be renovated first?
The new construction and site must be developed first to provide the necessary facilities, parking and utilities that are required for the existing buildings to be useable.

Explain the southern access to the site. Will the city allow it to be narrow and steep?
In order to preserve the existing buildings, the city has allowed for the existing conditions of the access to be grandfathered. Improvements will be made to the access where it will not be a detriment to the existing buildings.

How do we know the existing buildings won't be demolished later?
The Planned Development (PD) language includes retaining the buildings. To remove them would require an amendment to the PD which includes going back through this public process.

Will there be blasting if rock is excavated?
We don't believe the city will allow blasting.

Has there been a geotechnical investigation? If not, when?
No. That will occur after the rezoning.

Where does the street widening begin and end?
It begins on the south side of the Treadway building and extends about 150' south.

Does the stream act as retention?
No. Jane provided a ~~simplistic~~ explanation of detention, retention and water quality.

Are the apartments too close to the park?
There isn't a distance requirement within the city code limiting the distance of new construction to public parks.

Will you use tax abatement money? How does that work?
Yes. Mitch explained that the tax abatement will keep the property taxes at the current value for 10 years then they will be adjusted to the new value assessed on the property.

Is there State or Federal money for the public improvements?
No. The required improvements are at the cost of the developer.

Can you influence the city to improve our local streets since they will have more traffic [to the school, etc.]?
We can mention your concern.

Have you coordinated with the School District about the increase in students from this development?
No, that's beyond the limits of our work.

Emailed Questions following neighborhood virtual meeting:

I enjoyed the meeting very much. It was well done and very informative. I do hope you were serious about the architecture for the two large apartment buildings not being the final design. I know none of us want another brown hulk such as the one that sits on the hill above Quarry Town. That apartment complex is not in keeping with the atmosphere of the valley. So, we are in hopes your buildings will be more in keeping with the village feel. Thank you for your time, Sandy Reese

Thank you for your input, Sandy! I'll share this with the design team. We did have conversations yesterday about ways to make the new buildings less imposing. Have a great day, Jane Earnhart

This is a listing of those persons that typed in a question during the meeting.

Lone Pine Planned Development

Q&A Report: Neighborhood Meeting

Report Generated:

05/14/2020 05:07 AM PDT

Webinar ID	Actual Start Date/Time	Duration	# Registered	# Attended	Questions Asked (#)
836-421-923	05/13/2020 03:48 PM CDT	2 hours 45 minutes	115	82	86

Q&A

Last Name	First Name	Email Address	Question # (Per Person)	Question Asked Date/Time	Question Asked
Bach	Melanie	mcclamlaw01@gmail.com	1	04:53:37 PM CDT	Please point out both accesses on the site plan.
Bach	Melanie	mcclamlaw01@gmail.com	2	05:00:15 PM CDT	Can you make all participants questions visible?
Bach	Melanie	mcclamlaw01@gmail.com	3	05:26:34 PM CDT	How are emergency vehicles supposed to exit the "grandfathered" steep hill?
Bach	Melanie	mcclamlaw01@gmail.com	4	05:30:34 PM CDT	Are the local schools prepared to handle the additional influx of students this development will bring?
Bach	Melanie	mcclamlaw01@gmail.com	5	05:45:29 PM CDT	What are the square footage of the apartment s?
Bach	Melanie	mcclamlaw01@gmail.com	6	05:46:55 PM CDT	400 square foot micro units? Can you please be specific about the square footage? Not bedrooms or type.
Bach	Melanie	mcclamlaw01@gmail.com	7	05:49:46 PM CDT	What about the 1 bedroom? Square footage?
Bach	Melanie	mcclamlaw01@gmail.com	8	05:50:08 PM CDT	That is the majority of the units.
Bach	Melanie	mcclamlaw01@gmail.com	9	06:00:08 PM CDT	Can you explain how the bulk plane applies to the north building? It seems very close to the road..
Bennett	Mark	mbennett0556@sbcglobal.net	1	04:51:35 PM CDT	1. What is the height of the tallest building? 2. What percentage of the total development site is hard surface?
Bennett	Mark	mbennett0556@sbcglobal.net	2	05:27:37 PM CDT	What is the height of the tallest building in feet?
Bennett	Mark	mbennett0556@sbcglobal.net	3	05:39:16 PM CDT	What is the price range expected for the various sized apartments?
Boles	Ron	julienron64@mchsi.com	1	04:58:23 PM CDT	Maybe a question that has already been asked but has any study been done on how this will effect traffic flow on Lone Pine and Galloway? Also have you had any geographical survey as to what the underground has ? Possibly caves and underground water ways?
Boles	Ron	julienron64@mchsi.com	2	06:06:09 PM CDT	By the pictures, I really don't see the village feel
Boles	Ron	julienron64@mchsi.com	3	06:10:37 PM CDT	Not the existing buildings but the proposed apartments
Boles	Ron	julienron64@mchsi.com	4	06:14:39 PM CDT	What is the footage between your first apartment buildings and the historical land site of Sequiota park and does that follow the city recommendations?
Boles	Ron	julienron64@mchsi.com	5	06:17:29 PM CDT	I didn't say existing buildings but your proposed new buildings
Boles	Ron	julienron64@mchsi.com	6	06:18:14 PM CDT	Across from lone pine
Brittain	Julie	Jewels532555@yahoo.com	1	04:37:32 PM CDT	How many parking spaces will be available for the 116 apartments and all of this retail?

Brittain	Julie	Jewels532555@yahoo.com	2	04:39:04 PM CDT	I counted 132 for the apartments, and 31 for the commercial use.
Brittain	Julie	Jewels532555@yahoo.com	3	04:41:08 PM CDT	Let me rephrase the parking question. How many spaces are allowed for each apartment? And for each retail space?
Bryant	Laurel	laurelrlbryant@gmail.com	1	05:46:14 PM CDT	Hi Mitch, Amanda, and Galloway! Can you describe the different shading of the trees. The smaller circles being smaller trees for the front of development, are the larger circles more canopy trees? And the lighter shading in the center green space existing trees?
Bryant	Laurel	laurelrlbryant@gmail.com	2	06:01:14 PM CDT	I'm sorry if I am asking a redundant question. Will you planning to restore the historic structures so that later (If possible) a historic district or designation could be achievable?
Bustamante	Cristina	cbustamante22@gmail.com	1	04:44:57 PM CDT	Is it a total of 116 apartments total, or 116 units per building? Just making sure I got it right.
Christensen	Anna	minkona@gmail.com	1	05:46:03 PM CDT	Will the minimum parking requirements be enough to prevent tenants from parking at Sequiota?
Cinkosky	Zach	zcinkosky@gmail.com	1	04:38:47 PM CDT	Do you know approximate fill rate of other lone pine business locations and apartments? How many of each are included in this proposal?
Cook	Chad	chad.cook@pro16properties.com	1	05:37:07 PM CDT	I appreciate Mr. Jenkins and his team keep the existing buildings. It clearly shows you've been listening to the neighborhood and are committed to our input.
Cross	Becky	beckyc6202@att.net	1	04:39:25 PM CDT	what adjustments will be made for the round about.
Diamond	Jevne	jevnediamond@gmail.com	1	04:39:17 PM CDT	What are the business capacities compared to what you have planned for parking for those businesses?
Friesen	Sarah	Sarah.b.friesen@gmail.com	1	04:59:37 PM CDT	Are there any units being offered as affordable housing that would enable lower income households to have access to this area of Springfield and school?
Friesen	Sarah	Sarah.b.friesen@gmail.com	2	05:25:11 PM CDT	Why does there have to be a certain density, can you explain that requirement? Is it possible for it to be two stories, aside from the fact that going up to four allows for more units which generate more income? What is in those buildings aside from housing? Thank you!
Friesen	Sarah	Sarah.b.friesen@gmail.com	3	05:47:12 PM CDT	I'm sorry, I think my question was erased. Can you explain the density requirement that means it must be 4 stories rather than 2? Is there a requirement for that, or is it desired to increase income, but not required for density?
Grigsby	Clayton	clayton.j.grigsby@gmail.com	1	05:03:47 PM CDT	Thanks Elevation Team for implementing the historical value of our neighborhood. I think it's a reason more people in the neighborhood is on board. Is there a guarantee that the historical buildings will always be safe or is there a chance a phase II at some point that will see the buildings removed?
Grigsby	Clayton	clayton.j.grigsby@gmail.com	2	05:43:59 PM CDT	Great job Mitch and Elevation Team! Thanks for your hard work!
Huscher	Wendy	aboutfacesphoto@hotmail.com	1	04:58:47 PM CDT	Can you go over the entrance and exits again
Huscher	Wendy	aboutfacesphoto@hotmail.com	2	05:02:33 PM CDT	Will blasting be required to make the underground parking garage
Huscher	Wendy	aboutfacesphoto@hotmail.com	3	05:47:40 PM CDT	Can you explain the stream buffer

Huscher	Wendy	aboutfacesphoto@hotmail.com	4	05:48:51 PM CDT	Can you show the diagram that shows the existing trees that are in gray below the plans...to show how many will be removed ?
Huscher	Wendy	aboutfacesphoto@hotmail.com	5	05:50:39 PM CDT	Can you give people more time to unmute please ..several have been passed
Huscher	Wendy	aboutfacesphoto@hotmail.com	6	06:04:57 PM CDT	I'm sorry but i don't see a Village feel at all as I look at this rendering.
Huscher	Wendy	aboutfacesphoto@hotmail.com	7	06:17:43 PM CDT	This is Melanie, my phone is dropping off. Will you put in the PD that the historical building will never be demolished?
Johnson	Duane	dj.spfmo@yahoo.com	1	04:46:58 PM CDT	Why are we proposing 4story when neighborhood has been opposed
Johnson	Duane	dj.spfmo@yahoo.com	2	05:58:59 PM CDT	I understand why you want 4 story but as it is out of character there will be no support
Kirkup	Marcie	kirkups@att.net	1	03:57:18 PM CDT	can we do a sound check for those who are already on? Maybe announce that we'll get started in 3 minutes?
Kirkup	Marcie	kirkups@att.net	2	04:38:26 PM CDT	Has there been a study of the impact of water runnoff for the park?
Kirkup	Marcie	kirkups@att.net	3	04:46:35 PM CDT	Do you know if the city is planning to re-do the entrance to the park to accomodate the new center turn lane?
Kirkup	Marcie	kirkups@att.net	4	05:24:15 PM CDT	is there a barrier separating the sidewalk from the street on the southern end of the development in front of purple shamrock and treadways?
Kirkup	Marcie	kirkups@att.net	5	05:30:30 PM CDT	Has there been any collaboration with the school district to understand the impact of another high density development on Field/Pershing/Glendale?
Marquart	Shawn	kmarquart4@gmail.com	1	04:47:13 PM CDT	What is so attractive about Galloway for your development?
O'Connell	Tom	tompoconnell@gmail.com	1	04:13:52 PM CDT	I have no audio. "Test sound" plays fine for me
O'Connell	Tom	tompoconnell@gmail.com	2	04:27:09 PM CDT	yes, figured it out, thanks
O'Connell	Tom	tompoconnell@gmail.com	3	04:29:16 PM CDT	so will Lone Pine be widened 10ft in front of treadway's? how will it be widened 10ft and have trees added?
O'Connell	Tom	tompoconnell@gmail.com	4	04:38:28 PM CDT	Do you know of another development this tall on a 2-lane street like Lone Pine
O'Connell	Tom	tompoconnell@gmail.com	5	04:51:20 PM CDT	will there be additional retail sq ft will be added in the new buildings?
O'Connell	Tom	tompoconnell@gmail.com	6	05:29:52 PM CDT	will there be any apartments for sale or only for rent
Patterson	Jane	jsp91@sbcglobal.net	1	04:39:30 PM CDT	How many apartment units?
Patterson	Jane	jsp91@sbcglobal.net	2	05:08:24 PM CDT	Is this development anticipating a tax abatement from the city?
Patterson	Jane	jsp91@sbcglobal.net	3	05:27:35 PM CDT	Are you required to keep the existing buildings? I would hate to see this approved and then have you come back and say the property renovation is too costly, not feasible, etc.
Patterson	Jane	jsp91@sbcglobal.net	4	05:32:44 PM CDT	Can you explain the tax abatement? In dollars?
Patterson	Jane	jsp91@sbcglobal.net	5	05:36:42 PM CDT	What is the setback from the street? It seems very close to the street based on the location of the bike shop.

Patterson	Jane	jsp91@sbcglobal.net	6	05:41:40 PM CDT	What improvements, such as to Lone Pine, etc., will the city be required to pay for as a result of this development. Do you have any idea what those costs would be?
Patterson	Jane	jsp91@sbcglobal.net	7	05:49:55 PM CDT	Are any of these going to be furnished? Will you be allowing people to rent for short term rental relent?
Patterson	Jane	jsp91@sbcglobal.net	8	06:00:47 PM CDT	I am bothered by the appearance and proximity to the street as well. Have you considered stair-stepping the building at the street so the height is more gradual?
Patterson	Jane	jsp91@sbcglobal.net	9	06:07:34 PM CDT	Did you address my question about short term rentals? I am sorry...I had a call and missed a couple of minutes.
Patterson	Jane	jsp91@sbcglobal.net	10	06:16:05 PM CDT	Can you put the overall development drawing up again?
Patterson	Jane	jsp91@sbcglobal.net	11	06:18:06 PM CDT	Thanks! Can you show the other elevation again...from across the street?
Patterson	Jane	jsp91@sbcglobal.net	12	06:20:56 PM CDT	Yes, thank you.
Reese	Sandy	sandyreese@me.com	1	04:45:11 PM CDT	The two main buildings still look pretty big box - modern even given the wood and stone. Not sure I think this is a village look
Reese	Sandy	sandyreese@me.com	2	05:13:09 PM CDT	Thank you
Saeger	Jade	jadesaeger@gmail.com	1	04:39:35 PM CDT	Most households have 2 cars. With 240 more cars in the neighborhood and in front of the park. With there be a flashing light or anything on the crosswalk?
Saeger	Jade	jadesaeger@gmail.com	2	04:41:32 PM CDT	Will the water connectivity increase the water bill and fees of existing bills?
Saeger	Jade	jadesaeger@gmail.com	3	05:04:28 PM CDT	I do live here.
Shelley	Jennifer	jnnfrshelley@yahoo.com	1	04:56:10 PM CDT	where would the turn lane be located on Lone Pine?
Sickmyre	Clif	clifsickmyre@yahoo.com	1	04:32:51 PM CDT	no sound?
Sickmyre	Clif	clifsickmyre@yahoo.com	2	04:36:31 PM CDT	where is audio??
Stainback	Judy	jstainba@mchsi.com	1	04:31:15 PM CDT	image didn't change!
Stainback	Judy	jstainba@mchsi.com	2	04:32:28 PM CDT	Is that the color scheme you plan to use?
Stainback	Judy	jstainba@mchsi.com	3	04:39:13 PM CDT	are these one or two or three bedroom units?
Stainback	Judy	jstainba@mchsi.com	4	04:42:56 PM CDT	have you tested the south end of the development for the amount of blasting needed?
Stainback	Judy	jstainba@mchsi.com	5	05:26:48 PM CDT	Have you considered using impervious materials for all that parking/patio space?
Stainback	Judy	jstainba@mchsi.com	6	05:35:36 PM CDT	what are your intentions for future updates with the Neighborhood?
Stainback	Judy	jstainba@mchsi.com	7	05:41:10 PM CDT	will there be other meetings like this as you get more specifics decided?
Treece	Brenda	treece.brenda@yahoo.com	1	04:39:25 PM CDT	Are there any plans to improve the egress to the south onto Galloway Street?
Treece	Brenda	treece.brenda@yahoo.com	2	04:53:25 PM CDT	How will you prevent people from using it?
Wise	Janelle	jela8f@hotmail.com	1	04:39:21 PM CDT	How will the new roundabout affect the plans for your project?

Wise	Janelle	jela8f@hotmail.com	2	04:52:30 PM CDT	What is the timeline of your project?

Attachment 5

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 14, 2020	**Telephone No.**	417-823-9433
YOUR NAME:	Stephen C. Berkwitz		
YOUR ADDRESS:	2468 E. Raynell Street.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I have serious concerns about the rezoning request and the multifamily project proposal for S. Lone Pine across from Sequiota Park. While I appreciate some of the efforts made by the developer to preserve the historic buildings and to move the parking lots back from the street, the size and scale of this project is too grandiose and does not fit the residential and natural area of the location. Sequiota Park is one of Springfield's most unique and attractive areas. Its popularity was what originally motivated the development further south. By allowing large apartment buildings to spread northwards, we risk destroying the beauty and charm of the park area. People built and bought homes around this area, believing it was primarily a residential area with natural beauty and a relaxed pace of life. This rezoning request threatens everything that we in the neighborhood love about Sequiota Park and Galloway Village. A more modest rezoning request that would not put such big apartment buildings in this lot would be more appropriate and would gain greater support from those of us who live in this neighborhood. Thank you for your consideration of my concerns. Sincerely, Steve Berkwitz		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 13, 2020	**Telephone No.**	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please leave this property zoned as is. After seeing the pictures they used to give us an idea of what it would look like, it is clear that this developer has no desire to maintain the village feel of Galloway. This design belongs in the middle of the city, not in our quiet corner and certainly not across from Sequiota Park! This plan looks nothing like what they were telling us they could do when they were trying to change our minds about re-zoning.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail ore mail.*

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

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Off ice
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5.26-20 | Telephone No. | 417-830-3749
YOUR NAME:	Deborah Lawson
YOUR ADDRESS:	3331 S. Lonepine + 3323 S. Lonepine
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	It is a shame that the City would allow another apartment complex to go up in this small community. Lonepine is already in poor shape for the growing traffic from the other apartments. On top of that is the continued traffic from people using it as a shortcut through town. The Galloway Rd. improvement has not even been started yet. This is too many apartments!

City of Springfield, Missouri - Development Review Office - 840 Boonville Springfield, MO 65802 - 417 864 1611
Planned Developments

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail ore mail.*

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

The land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Off ice
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	6/03/2020 **Telephone No.** 417-693-6394
YOUR NAME:	Vivian Short
YOUR ADDRESS:	3612 S. Elmview, Spfd, 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	The environmental impact that this development will create is unthinkable. Sequiota Park the lake Galloway Creek and local wildlife will suffer from yet more pollution + habitat destruction. Flood control has been an issue since before the current development further south on Lone Pine – this will only worsen. The Galloway area cannot now and never will be able to safely handle increased traffic. Much of the historic presence and value of Galloway has already been forever destroyed. The citizens are rapidly losing confidence in trust in our elected leaders.

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	6/10/20	**Telephone No.**	417 390 1416
YOUR NAME:	ED & MARY DELFIN		
YOUR ADDRESS:	2037 E CHERRYVALE ST, (65804)		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	RESPONDING LATE; HOPE I'VE NOT MISSED ANY MEETINGS OR FURTHER DEVELOPMENTS. I'D LIKE TO RECEIVE ANY PERTINENT INFO. WIFE & I ARE STRONGLY AGAINST THE PLANS FOR THE APARTMENT BUILDINGS AT THE SELECTED AREA THANK YOU, Ed Delfin		

DATE:	May 25, 2020 Telephone 417 8407587
YOUR NAME:	Joyce Tolliver
YOUR ADDRESS:	3231 E. Manitou 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	PLEASE consider NOT developing the land across from Sequiota park. I have a Memorial bench there honoring my parents and I certainly would appreciate the tranquility of the park to remain "as is"! thank you. Joyce Tolliver

nt e Office - ville MO 65802 417 864

ned Development

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/21/20	**Telephone No.**	417. 988-1298
YOUR NAME:	SARA TROUT		
YOUR ADDRESS:	3625 S OAK AVE		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

I have lived in the Sequiota area for 10+ years. There is something special about this area. My family has enjoyed this area because of the mature trees, trails, and Sequiota Park. Activities in the outdoors have been almost a daily occurance for us I think we all agree that this area is very unique to the Springfield area. But I feel the over development of tall buildings would do this city an injustices. We as a community have an opportunity to make something great. I belive this area should contribute to why people love it. The development should support nature, families, the schools, bicyclist, runners, musicians, artists, ect. ... I feel we should use this spaces as an opportunity to expand the use of outdoor recreation. →

Springfield lacks [illegible] and were not designed for physical activity. Adding more Large apartment buildings in a small residential area is going to cause major traffic / safety issue for people tring to enjoy this area. I am also concerned that Large apartment building are going to over crowd our schools. I am disgusted that a builder can come into a residential area and build large apartment (make major profit) and not pay taxes to our schools or parks for years while simulaneously challenging their very existence.

To all those who have a vote in the end, I, please, encourage you to take a short drive from Battlefield Road down Lone Pine to the entrance of our beloved Galloway area and feel why it is so special to us. All of the beutiful trees have stood long before us & can not be replaced. All the wildlife that make this area their home needs to be protected. The creeks and water ways that need to be kept clean. Apartment buildings can be built anywhere but nature can not be rebuilt.

Thank you
Your concerned Neighbor

SARA TROUT
3625 S. Oak Ave
Springfield, Mo 65804
417. 988. 1298
Scoleman134@gmail.com

Corporate
Community over profit

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:		**Telephone No.**	
YOUR NAME:	Sandra Reese		
YOUR ADDRESS:	2740 E. Republic Rd. Springfield, Mo 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	(1) The current design of the (2) Apartment buildings is the "big box" sterile appearance. We were told they would be "in keeping with the Village look". Another mistake like Quarry Town Apartments is too garish to repeat.		
	(2) Storm water drainage is being directed across Lone Pine to the park. Doesn't this lead to more flooding??		
	(3) Traffic flow will be a nightmare – more congestion in an already over taxed area.		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
Application for Zoning Map Amendment & Planned Development
*Fees are non-refundable

Sandy Reese
2740 E Republic Road
Springfield, Missouri 65804-4603
417 860-0930
sandyreese@me.com

From: lyndi@bbsalesco.com
To: Zoning@springfieldmo.gov
Cc: gallowayvillage@gmail.com
Subject: 3503, 3521, 3527, 3535 S Lone Pine Ave Comment Cards
Date: Friday, May 29, 2020 11:34:52 AM
Importance: High

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

Please see attached two comment cards for the P&Z Meeting on June 4th for the proposed development of 3503, 3521, 3527, 3535 S Lone Pine Avenue.

Cheers,

Lyndi Miller-Tiggemann
B&B Sales Company
209 East Pine
Strafford, MO 65757
417.736.3100

From:	Linda & Darrel
To:	Zoning@springfieldmo.gov
Subject:	Galloway concerns
Date:	Monday, May 18, 2020 3:07:24 PM

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

Date - 5/18/20 Telephone - 417-890-7334
Name - Darrel Barnes and Linda Taylor
Address - 3422 South Valley View Ave, 65804
Project Address - 3503, 3521, 3527, 3535 So. Lone Pine Avenue

Comment:

We are against rezoning and any additional apartments in the Galloway area. We live in Mission Hills - just to the west off of Galloway Street. There has been a significant increase in traffic with the current apartment increase and Galloway is not sufficient for even more. The area changes to the roads have not occurred yet, so it doesn't make any sense that new apartments would be put in prior to that restructuring which is significant. Lone Pine is a narrow road with significant traffic disruption as people enter the park and the recycle center. New apartments will increase the car traffic and increase safety concerns, especially with walking traffic at the park. Please consider the traffic concerns of the entire area - not just the Galloway area. Thank you.

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 13, 2020	**Telephone No.**	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please leave this property zoned as is. After seeing the pictures they used to give us an idea of what it would look like, it is clear that this developer has no desire to maintain the village feel of Galloway. This design belongs in the middle of the city, not in our quiet corner and certainly not across from Sequiota Park! This plan looks nothing like what they were telling us they could do when they were trying to change our minds about re-zoning.		

From: JR Raphael
To: Zoning@springfieldmo.gov
Subject: Comments re: Galloway rezoning/development
Date: Sunday, May 24, 2020 1:12:06 PM

Hello,

I am writing to express our comments regarding the proposed Galloway rezoning and development at 3503, 3521, 3527, and 3535 S. Lone Pine Avenue. We and every neighbor in our area with whom we have spoken over the months are vehemently opposed to this development, as we expressed via petition the last time it was brought forward.

The Galloway area, particularly right across from Sequiota Park, is a quaint and nature-centric area of Springfield where children play, adults walk and bike, and everyone enjoys the relative peace and serenity. Having a large apartment complex would bring excessive added activity, noise, and traffic into the area and completely ruin its quiet, nature feel. There are plenty of places in Springfield for commercial development and residential construction. Please don't allow a greedy developer to ruin one of the few remaining areas like this in the city. Our families and future generations will thank you for preserving what's left of the quiet, nature-centric community.

Thank you,

Jason and Shellie Raphael
3243 Shady Glen St., Springfield, MO 65804
417-501-6555

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Off ice
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	**May 25, 2020** TELEPHONE:**417.882.6981**
YOUR NAME:	Catherine Carr
YOUR ADDRESS:	**3838 S. Crystal Place, Springfield, MO 65807**
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	**PLEASE do not approve this project! Please do not allow the village of Galloway to be decimated any further than it already has been! Springfield, sadly, has systematically given no consideration to preservation. Their mantra seems to be, "If it's old, tear it down" to put money into the pockets of investors. My husband and I enjoy visiting St. Louis. WHY? Because they have preserved neighborhoods and architecture. NOT Springfield.** **I am not a resident of the Galloway area, but have wonderful memories of how it used to be. As a child, I was enchanted by the stories my mother, born 1919, told me about riding the train from Aurora, MO for Sunday afternoon picnics in the park. I shopped the quaint shops that used to be there. There are SO many other areas to build apartments. Please don't continue to ruin Galloway just so someone can become fat from the profits. Keep what is left of Galloway as the treasure it is.**

From: jand@thetravelgroup.net
To: Zoning@springfieldmo.gov
Subject: Galloway Village Re-zoning
Date: Wednesday, May 27, 2020 4:49:46 PM

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

I would like to submit my opposition to the proposed development in Galloway Village. There is enough development there at the present time and to further develop the area would be detrimental to the greenspace and natural beauty of the area.

Jan Davis

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Off ice
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	6/9/2020 **Telephone No.** 417-766-2718
YOUR NAME:	Deborah Meek
YOUR ADDRESS:	2922 E Lark St, Springfield, MO 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	I strongly object to any additional zoning changes to this area. It has already outgrown the road system. The prior zoning changes on Lone Pine to build apartments and businesses improved the road, but did not allow for more traffic by widening the road. At Republic Rd and Luster, there is presently a stop sign where you must wait for the main traffic. Galloway Rd is narrow, hilly, and has manholes in the middle of the road. Lone Pine has some low areas that makes it prone to flooding. During heavy rainfall, I must use Ingram Mill Rd to leave the neighborhood. It is also a hilly, narrow road. We have beautiful walking/biking trails in the area so that during good weather, the traffic is heavy as is the park and sidewalks. Before you approve this change in zoning, make sure each member of the Planning and Zoning Commission drives through this area to see the potential problems. Growth is inevitable, but we bought our single-family residences in good faith expecting the zoning laws to protect our property values.

Date: May 26, 2020

Name: Sue Skidmore

Address: 3209 East Lark Street, Springfield, Missouri, 65804

Project Address: 3503, 3521, 3527, 3535 S. Lone Pine Avenue

Comments:

Problems and Concerns that need to be addressed -- opposed to rezoning

The proposed development by the Elevation Development Co. would severely impact the Galloway community, the Sequiota Park, the land, the traffic, the beauty, the peace, the safety and the quality of life here.

The apartment buildings are not in keeping with the style or size of a small quaint town atmosphere. The proposed development is disrespectful of the residents of Galloway who have worked so hard to make reasonable and considerate recommendations with the city. Why should Galloway be hijacked as a result of a developer who knew the residents were opposed to development and that we were working to preserve the essence of quaint historic Galloway but the developer went ahead and bought the property and then expects everyone to bow down so the developer can make a profit at the expense of everyone including the harm to Galloway and Sequiota Park.

The proposed development is outlandish and would irreparably mar the beauty, quiet, peace and quaint historic character of Galloway which is captured so well in the historic beauty of Sequiota Park and the historic buildings across the street from Sequiota Park. The quality of life would be adversely affected for those who live in Galloway area and including those who hike, bike and walk the trails and use the park. The proposed buildings are imposing structures in the Galloway Valley landscape. The Galloway Village is just that a village and NOT a big city landscape. That means that Galloway Village is a small quaint town surrounded with nature --trees and trails and park. The proposed development would flatten the landscape and place imposing ugly buildings surrounding the historic small town quaint structures turning it into a massive plot of cement. This development would additionally increase the traffic flow in the area to make it a big city style street and pose more problems associated with safety when crossing the street to and fro the park. The park is already at maximum capacity many days the parking lot is nearly full.

We must do a population study to determine the effects of the density associated with the development. And we must do an environmental impact study to determine the environmental effects of the run off pollution, the drilling, the tree removal and all aspects associated with the impacts of building huge structures across the street from Sequiota Park. Therefore, I am opposed to rezoning of the land across from Sequiota Park.

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 13, 2020	**Telephone No.**	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Looking at the plan. They are planning to add at least 200 cars to the corner of Lone Pine and Galloway Street. I asked if they were planning to improve the egress to the south onto Galloway Street. That is already a dangerous spot. I was told that is not part of their property so they are not concerned about it. They can't stop people from using it. It will be a straight shot for people leaving the apartments to get to Galloway.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 13, 2020	**Telephone No.**	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please leave this property zoned as is. After seeing the pictures they used to give us an idea of what it would look like, it is clear that this developer has no desire to maintain the village feel of Galloway. This design belongs in the middle of the city, not in our quiet corner and certainly not across from Sequiota Park! This plan looks nothing like what they were telling us they could do when they were trying to change our minds about re-zoning.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-20-2020	**Telephone No.**	417-830-2580
YOUR NAME:	JOHN EICHELBERGER		
YOUR ADDRESS:	2646 E. CRAGMONT ST. SPRINGFIELD, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	MAIN CONCERNS: 1. SAFETY - THE HILL AT BARRET & GALLOWAY IS A BLIND INTERSECTION 2. TRAFFIC - EVEN WITH A ROUNDABOUT THERE WILL BE A BACKUP ON GALLOWAY RD. DURING RUSH HOUR, AND PEOPLE WILL TAKE CHANCES TO GET ONTO LONE PINE.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 19, 2020	**Telephone No.**	417 883-9878
YOUR NAME:	Mark A Paul		
YOUR ADDRESS:	2661 E Cragmont St, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I don't Think they should more Apartments on Long Pine the area Can't support more traffic so I don't want the Apartment Built.		

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 19, 2020	**Telephone No.**	417-849-3887
YOUR NAME:	Kathy Walsh		
YOUR ADDRESS:	2703 E. Cragmont		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I have lived in this area for 33 years. In the past 3 or 4 years traffic has increased on Lone Pine and Galloway Streets, Along with Speeding. These streets are not designed to handle this traffic. With additional Appts. comes more traffic. 4 or 5 Story Appartment Buildings are a blight on this Area they Stick out like a sore thumb - like the Quarry Town Appartment Complex - Why would the City want to Destroy the look and feel of Galloway?		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-29-20	**Telephone No.**	417 888-5262
YOUR NAME:	Phillip & Norma Palmer		
YOUR ADDRESS:	2631 E Cragmont, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	would our streets, schools, and sewer system be able to handle such an instant increase in use?		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	05-19-2020	**Telephone No.**	(417) 881-5262
YOUR NAME:	Ramona Palmer		
YOUR ADDRESS:	2631 E Cragmont St Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	The traffic on galloway st. is terrible already. I worry this will put an extra burden on our local schools, and put a strain on the sewage system in this area. Plus the extra run offs into Sequiota park.		

Ramona G. Palmer

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-26-20	**Telephone No.**	417-877-8465
YOUR NAME:	Kay Donaldson		
YOUR ADDRESS:	3761 S. Lodlewood		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-26-20	**Telephone No.**	573-228-2172
YOUR NAME:	Amy Aubuchon		
YOUR ADDRESS:	3111 S. Lakelomond Dr Spf MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-26-2020	**Telephone No.**	417 889-5896
YOUR NAME:	Jill Penticuff		
YOUR ADDRESS:	3141 S. Lochlomond		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/26/20	**Telephone No.**	417-883-4082
YOUR NAME:	Deloness Jennings		
YOUR ADDRESS:	3280 Loanwood		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	05-30-20	**Telephone No.**	417-849-1724
YOUR NAME:	Margery + Rudy Patterson		
YOUR ADDRESS:	3741 S. Mentor Ave		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	We are speaking out against any further development along Lone Pine in the Galloway district. Additional development will overcrowd one of the more beautiful areas of our city, Sequoia park. Should remain as it is without the bulk of apartment complexes and additional traffic taking away from the beauty of this park area. Over development may add to or cause pollution of the pond and groundwater in this area. We do not want our pristine green spaces damaged.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/30/20	**Telephone No.**	785-817-2387
YOUR NAME:	Kathryn Scott		
YOUR ADDRESS:	3221 E. Gascongade		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please do not ruin our "little piece of Heaven", by putting up apartments that no one wants, + will only congest + trash the area now + in the future. Traffic, trash + speeding are terrible now with apartments down the streets! I have just lived in Springfield for 11 yrs., but many people in this neighborhood have been here many years and love it and do not want the apartments, the wild life to go away (which they will), uncaring people + trees cut down! Please, Please Springfield show that you care about your people, beauty, history + wild life + Not just Money, Money, + More Money!!!		

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	6/2/2020	**Telephone No.**	417.693.7899
YOUR NAME:	JILL KNIGHT		
YOUR ADDRESS:	3240 E GASCONADE 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I OPPOSE THE DEVELOPMENT OF THIS AREA, PARTICULARLY W/ THE PLANS IN MIND. GALLOWAY & SEQUIOTA PARK ARE RICH IN HISTORY, BEAUTY, & ECOSYSTEMS. THIS AREA IS A CREDIT & JEWEL OF THE TOWN & SHOULD BE PROTECTED & CAREFULLY DEVELOPED W/ RESTORATION TOP PRIORITY. I FEEL THE CITY WOULD GREATLY REGRET THE LOSS OF THIS AREA. FUNDS WOULD BE BETTER SPENT ON MORE "EYESORE" AREAS TO INCREASE THE OVERALL APPEAL OF OUR CITY.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-28-20	**Telephone No.**	417-830-8489
YOUR NAME:	Sandy Seitz		
YOUR ADDRESS:	3525 S. Linden Ave		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I will be surprised if this is read! I'm very disappointed in our City and our Council with ~~its~~ so called zoning. There has been enough apartments built on Long Pine already. You are destroying history, wild life and a very small but beautiful park.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/28/20	**Telephone No.**	(417) 830-8489
YOUR NAME:	Michael P. Coradi Sr		
YOUR ADDRESS:	3525 S. Linden Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I have a tendency to compare an object to another object and in doing so I would like you to consider a wagon being pulled by a horse.(1) then there becomes the desire to have more wagons and we want to bring them along; eventually ↳ over		

COMMENT CARD

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

Due to the COVID-19 Civil Emergency the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 19, 2020	**Telephone No.**	417-848-9372
YOUR NAME:	Donald W McNeill		
YOUR ADDRESS:	2645 E Cragmont St.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	There are too many apartments all ready built in Galloway. The traffic in the area is really scary and not good. I take my life on the line turning on to Galloway Rd - from Barrbett. Don't even think about riding a bike or walking on Galloway Rd. The many dump trucks alone could easily kill you.		

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 26th	**Telephone No.**	860-7571
YOUR NAME:	Mary Johnson		
YOUR ADDRESS:	3055 S. Lochlomond		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Hope to see Galloway remain the same as it is now. We've enjoyed it & hope for no changes		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-26-2020	**Telephone No.**	417-848-7558
YOUR NAME:	SHAWN HURD		
YOUR ADDRESS:	3169 S. LOCHLOMOND DR		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	PLEASE DON'T RUIN OUR PARKS		

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/26/20	**Telephone No.**	417 880-9518
YOUR NAME:	Jacque Scriven		
YOUR ADDRESS:	1391 Lochlomond Spfgd 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	traffic can not increase any more; water drainage is also at its limit		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 27 2020	**Telephone No.**	417 8869832
YOUR NAME:	SHIRLEY TEMPLETON		
YOUR ADDRESS:	3063 S. LOCHLOMOND DR	SPFD.	65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	SEQUIOTA PARK IS ONE OF, IF NOT THE MOST, UNIQUE AREAS WITHIN OUR CITY. ADDING MULTI UNIT APARTMENTS TO THE AREA WILL DIMINISH THE NATURAL BEAUTY AND WILDLIFE WE ENJOY.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	07/13/2020	**Telephone No.**	417-425-6410
YOUR NAME:	Wendy Kuscher		
YOUR ADDRESS:	3417 S. Lone Pine Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	See attached		

Comment Card for Wendy Hucker
3417 S. Lone Pine.

There are many reasons that we oppose the rezoning of this property to this type of Planned Development. Below is a list of some of our reasons.

1) Safety/Traffic. Lone Pine is a unique road that will not be easily expanded to handle more traffic. It is a 2 lane curvy road that has an abundant amount of cars, bikes and gravel/dump trucks trying to maneuver through the valley. There are very few sidewalks in the area and the walking trail that crosses over and runs parallel in a very close proximity to Lone Pine.

   Pulling out of our driveway has become a challenge in the past few years...I can't imagine what it would be like with 100-200 people living next door.

   This proposed development is directly across the street from Sequiota Park which is one of the busiest parks in the Springfield area. By adding two hundred more vehicles coming and going at this location daily creates a very unsafe intersection for people going to the park.

   One of the access roads that this development is proposing to use is already very unsafe but they have said that is "grandfathered" in. An unsafe situation should not be "grandfathered" in .... a development should fix problems, not create more.

2) Flooding/Water Run Off. This property is known to flood, it has a stream that runs through it. The same stream runs through the back side of our property. I am very concerned that the required stream buffer is not being recognized and by removing so many trees and green space will increase the water run off to the park. The park and areas "downstream" already flood. This development should be required to have a water detention basin to retain the water rather than move it across the street.

   In a development down the street, they have signs that say "Warning This Area Floods Up to 3 FT In Extreme Weather Conditions". New development should not be allowed in areas with flooding problems.

3) Schools. I would imagine that being across from the park would attract people with children and these children would be going to Field Elementary.....and this school is already full which would create over crowding for existing residents kids.

4) Density. Galloway has always been known for its unique character....nature, wild life and greenspace...are words that come to mind when describing Galloway. It has always had a very quaint village feel....this is what people love about Galloway. If you pile more and more apartments into this area, the very thing that people are drawn to about Galloway will be gone....and this is not something that you can get back.

From: gene wampler
To: Zoning@springfieldmo.gov
Subject: apartment across from Sequoita park
Date: Monday, July 13, 2020 2:51:28 PM

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

1] The road will not handle the traffic 2]It's an eyesore to my property. I live at 3409 S All Saints Ln 3] Water retention.

From: Mark Bennett
To: Zoning@springfieldmo.gov
Subject: Lone Pine Zoning Hearing
Date: Tuesday, July 14, 2020 2:58:08 PM

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

Commission:
I live one block west and two blocks north of the property in this proposal. I have attended the video conference held with the neighborhood a few weeks ago as well as the meetings last year with city staff for the larger redevelopment of the Sequiota/Lone Pine area.

I have several concerns:

1. The height of the apartment buildings is completely ill-suited for this area and does not fit the park setting. The renderings show apartment buildings more appropriate to downtown Springfield. This was an issue discussed in much detail during our community meetings with area homeowners and P & Z staff. P & Z staff at the meetings said buildings would not exceed two stories. The “village “ concept of Galloway will be destroyed by buildings this large.
2. The amount of traffic will overwhelm Lone Pine and Galloway Road, ever after the reconstruction/redevelopment of those roads (I have seen the drawings for the changes to those roads).
3. The water runoff from the hard surface in this proposal will overwhelm the creek which barely handles its current load.

Sent from my iPhone

+ Join Group ··· More Join this group to post and comment.

Wendy Baker Huscher
7 hrs

I've spent some time today reviewing the documents regarding the Planned Development proposal that goes to P&Z on Thursday requesting to rezone the 4.2 acres to the south of me. I found this photo of the plan....this would be the view from the park....what do you all think of it?



40 35 Comments 3 Shares

Like Share

Robin McDermott Too much footprint burden on the environment
Like · 7h 11

DESCRIPTION
This group was originally d
platform for discussi... See

GROUP TYPE
General

LOCATION
Springfield, M

RECENT GROUP PHOTOS





Sponsored

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	7/14/2020 **Telephone No.** (417) 861-5711
YOUR NAME:	PHILLIP RETANA
YOUR ADDRESS:	2902 E LACUNA ST SPRINGFIELD, MO 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	The height and overall scale of this proposed development does not meet the intent of the blight redevelopment plan or the Galloway recommendations for development in keeping with the scale of immediately surrounding buildings and the village character. Also, I believe the number of apartment density is too high. With Sequiota Park directly across the street and parking already being an issue, the added traffic would also be a potential hazard for those walking/biking to and from the park. Local residents have already noticed an increase in car break-ins, and crime is becoming a concern, too. I advise the scale of the project be limited in size, especially in terms of its height. It does not conform to the charm and feel of the Galloway Village Neighborhood and will deteriorate the overall quality of life for the residents of the neighborhood that seek something unique and special. Preservation of the historic buildings is a positive and appreciated element of the proposal.

13 July 2020

RE: Planned Development 374

To whom it may concern:

I am writing to you in support of Planned Development 374 that is proposed in the Galloway area across from Sequiota Park. My wife and I own 2 properties in Galloway and I have been active in the real estate business for almost 25 years as a broker salesperson and an investor.

I have known Mitch Jenkins for several years through the real estate brokerage side of the business initially and later through our mutual appreciation of the Galloway area in looking for opportunities in the area. I've come to know him to be reputable and caring and genuinely interested in the people and area of Galloway. I believe that is evidenced by his actions and his amended plan. Mitch listened to what the neighbors and city suggested and has implemented these suggestions into his design.

Just a few examples of the developers willingness to compromise and in response to changes requested by the neighborhood and city are as follows-

1. The original plan called for a blank slate and the demolition of all of the buildings and foliage on site. This new plan includes keeping four of the existing structures and the preservation of the larger more mature trees on the property.
2. The original plan called for the construction of a 4 story building. The amended plan has been scaled down along Lone Pine to two stories.
3. Planned Development 374 has several improvements that were not specifically requested and are not required by code/zoning such as significantly more green space than required and also voluntarily reducing the residential density of the project lower than what the city would require.

I am a firm believer that actions speak louder than words. Mitch has acted. This is a responsible developer and this is a responsible development and every effort has been taken to make this a win for both the developer and the neighborhood. As a neighbor and property owner, I believe this is good for the neighborhood and everyone's property value.

Sincerely,

Rhett Smillie

Rhett Smillie Real Estate * 2925 E. Battlefield, Ste. 111 * Springfield, MO 65804
Phone: 417.929.1110 * Fax: 417.447.9775

Summary of Revisions Made to PD 374 Since Neighborhood Meeting

07/10/2020

To better address the concerns of the neighborhood and community, we have worked over the past six weeks with Planning Staff and The City's Director of Quality of Place to revise the design and Planned Development proposal. We are excited to present these to the neighborhood and city staff at the Planning and Zoning hearing Thursday.

Many of the comments and feedback we received from the neighborhood and community expressed concerns for the density, scale and aesthetic impact the new residential buildings would have on Lone Pine Avenue and the Galloway neighborhood. With these concerns in mind, we have re-designed the new residential buildings to reduce the scale to 2 stories along Lone Pine with additional landscaping and lighting as well as a redesigned architectural style characterized by gabled roofs and materials conducive to the Galloway neighborhood. To enforce the scale desired along Lone Pine, a height restriction has been added to limit the building height to a maximum of 45' within 60 feet of the property line fronting Lone Pine. These revisions have also brought a reduction in the density - from the 116 units (28 dwelling units per acre) proposed in May - to 100 units, with a maximum of 25 dwelling units per acre allowed.

The plan proposed in May also included a commitment within the Planned Development language to keep and reuse four existing buildings along Lone Pine. The neighborhood had expressed concerns that the existing buildings would be partially demolished, neglected or lose their characteristic architectural features treasured by the neighborhood. Understanding these concerns, we have revised the PD language to include the Secretary of the Interior's Standards for Rehabilitation and minimum maintenance requirements for existing buildings, requiring any exterior additions and/or renovations to the exterior of these buildings be submitted to the Administrative Review Committee (ARC) for review and approval prior to a permit being issued.

The neighborhood has expressed a continual desire ever since our first meeting with members of the neighborhood association in 2019 about the importance of the aesthetic and pedestrian experience along Lone Pine and views from the park. Wanting to emphasize the importance of this and ensure that we continue working to create an environment that will be an asset to the neighborhood for years to come, we have added several elements to enhance the streetscape and aesthetic from Lone Pine and the park. We have worked with Public Works and Planning Staff to include elements such as the added landscaping along the new residential building facing Lone Pine, additional lighting for pedestrians, vegetative parking lot screening, street furniture, and an additional landscaping buffer between the sidewalk and Lone Pine to be added as requirements of the planned development.

COMMENT CARD

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

Due to the COVID-19 Civil Emergency the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	7/14/20	**Telephone No.**	883-0478
YOUR NAME:	Jack & Sue Sisco		
YOUR ADDRESS:	3635 S. Oak Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Two years ago neighbors from our community gathered at Sequiota Park to listen to Mitchell Jenkins present his vision for future Apartments across the street from the park. The response was immediate and hasn't Changed— NO MORE APARTMENTS !!! Is there anyone that hears us?		

COMMENT CARD

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

Due to the COVID-19 Civil Emergency the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	7/14/2020	**Telephone No.**	417-459-0729
YOUR NAME:	Judy Thummel		
YOUR ADDRESS:	2904 E. Lark Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	It's no secret that Galloway is dealing with crumbling and out of date infrastructure. To acknowledge the problem you must also acknowledge the risk and high potential for failure. To ensure the safety of all residents and visitors a thorough evaluation of all infrastructure should be the highest priority before any new or additional construction begins.		

COMMENT CARD

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

Due to the COVID-19 Civil Emergency the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	July 13 2020	**Telephone No.**	840 2007
YOUR NAME:	Tim and Kim Yarham		
YOUR ADDRESS:	212 W. Oak Nixa Mo		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	The rapid over development of primarily multi family residents has overwhelmed our neighborhood and affected the livability of the community that we all love.		

From: Deb Lumos
To: Zoning@springfieldmo.gov
Subject: Galloway Apartment complex on Lone Pine
Date: Tuesday, July 14, 2020 8:53:51 PM

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

Good evening,

I hope I haven't missed the deadline for expressing my opinion of the proposed apartment complex to go in across the street from Sequoita Park. As someone who lives in the Galloway area, my hope is that this project doesn't get built. This area is know for it's nature, wildlife, single family residences, and park. The traffic is already worse due to the current apartment complexes in the Galloway area. This complex would make it worse, as well as to run off any existing wildlife in the area. This would be horrible for our neighborhood.

Thank you,
Deb Lumos
dlumos@mac.com
417-849-3009

08/31/2020
AMENDED EXHIBIT 1

Requirements and Standards
Applicable to Planned Development
District No. 374

A. APPLICATION

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

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

B. INTENT

The intent of this planned development is to rezone the subject lots to support a mixed-use development. The subject properties are currently zoned R-SF, LB and GR. The lots will be conveyed under one owner, and a lot combination will be required pending the approval of the planned development. The maximum residential density calculated by Multi-Family Location and Design Guidelines (Matrix) is 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre.

C. DEFINITIONS

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

D. USES PERMITTED

1. Multi-family dwellings
2. Accessory uses, as permitted by section 36-450, accessory structures and uses.
3. Noncommercial, not-for-profit residential neighborhood facilities, including indoor and outdoor recreational facilities, offices of property owners' associations and maintenance facilities operated by a neighborhood or community organization or a property owners association in accordance with the provisions of section 36-467, noncommercial not-for-profit neighborhood facilities.
4. Private parks and playgrounds
5. Clubhouses associated with any permitted use.
6. Eating and Drinking Establishments Use Group, excluding drive-in, or drive-thru facilities.
7. Sidewalk café
8. Outdoor eating and drinking facilities.
9. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk.

10. General Office Use Group.
11. Personal Services Use Group
12. Retail Sales Use Group, (with designated areas for sidewalk sales.)
13. Temporary uses, as permitted by Section 36-452, Temporary Uses.
14. Mobile Food Vendor: A food service operation that operates from a motorized vehicle.
15. Art galleries
16. Community centers, nonprofit
17. Athletic clubs, fitness centers, and indoor sports facilities.
18. Farmers Market

E. USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in *Section 36-485* of the *Springfield Zoning Ordinance*.
2. No use shall emit an odor that creates a nuisance as determined by *Springfield City Code*.
3. Mobile food vendors must comply with all requirements of 36-452. (3)(b)2. And 36-452. (4), Temporary Uses.
    a. Proposed vendor locations & parking requirements will be shown on final development plan for approval.
    b. Each mobile food vendor requires 3 parking spaces and may not utilize parking spaces required by development uses.
4. Self-service storage facilities are not allowed except for storage facilities for tenants of multifamily buildings.
5. All activities and permitted uses except for the following shall be conducted entirely within a completely enclosed building.

    a. Sidewalk sales
    b. Outdoor eating and drinking facilities
    c. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk.
    d. Street vendors licensed by the City of Springfield
    e. Farmers market
    f. Mobile food vendor

F. INTENSITY OF DEVELOPMENT

1. Maximum residential density permitted is 25 dwelling units per acre.
2. A total of 7,995 sq. ft. of existing space to be renovated to non-residential uses distributed among 4 existing buildings and shall be a maximum of 12,000 sq. ft. of total nonresidential use.

G. BULK, AREA AND HEIGHT REQUIREMENTS

1. Structures that are located within 60 feet of the property/right-of-way line, fronting along Lone Pine Avenue shall have a maximum building height of 45 feet.
2. All other structures shall have a maximum building height of 56 feet and shall remain

below a forty-five (45) degree bulk plane where the property adjoins an R-SF or R-TH District.

3. Building height: The vertical distance measured from the average ground level at the base of the structure's perimeter to the highest point of the roof's surface if a flat surface; to the deck line of mansard roofs; and to the mean *height* level between eaves and ridge for hip or gable roofs. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, telecommunication towers, ornamental cupolas, domes, or spires, elevator bulk heads, penthouses, tanks, water towers, and parapet walls not exceeding four feet in height.

H. DESIGN REQUIREMENTS

Purpose: The proposed development shall be of such design that it will promote achievement of the stated purposes of the Springfield Comprehensive Plan. The development will efficiently utilize the available land, and will protect and preserve where feasible, the natural features of the land such as trees, streams and topographic features. The development shall provide for harmonious and coherent site and building design that creates a sense of place.

1. Multi-family and attached single-family development.

Multi-family and attached single-family design guidelines. These guidelines for multi-family and attached single-family developments are intended to ensure that new development and redevelopment is designed to enhance the overall community. Thus, designs should create a comfortable walking environment, provide for good circulation system and respect the natural environment.

a. The development shall follow the Revised Multi-Family Development Location and Design Guidelines approved by the City of Springfield Planning and Zoning Commission and City Council as described below.

Design to Encourage Pedestrian Activity

1) Provide pedestrian amenities such as pedestrian scale lighting and non-right-of-way street furniture to enhance the pedestrian environment. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum 30 feet in height. Parking lot lighting and pedestrian lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security. Street furniture may include but is not limited to benches; shelters; and decorative trash bins. There shall be one (1) street/park bench provided within each multi-family development, thereafter, one (1) park/street bench for every 50 dwelling units.

2) The project will blend the building scale and set back with existing developments that are consistent with these guidelines. Street facing walls that are greater than 50 feet in length must be articulated at least each 25 feet with bays, projections, or

recesses. Articulation means a difference in the vertical plane of the building of at least 18 inches or more.

3) Buildings adjacent to the street will be situated on the site to provide pedestrian access to the street. Additional interior lot buildings may be oriented toward parking lots or public/common open space. Buildings adjacent to the street shall not have parking lots located between the building and the street. Corner lots may have parking on one street face. Interior areas of parking and vehicular use areas shall contain planting islands every 20 contiguous parking spaces whether double staked or linear. The size of the planting island shall be the equivalent area of one parking space. This shall be used toward satisfying the 5% interior landscaping requirements.

4) Avoid blank walls along pedestrian circulation areas. Facades that face streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features; windows, entrances, arcades, arbors, awnings (over windows or doors), distributed along the façade at least once every 25 feet.

Provide a Good Circulation System

1) Provide connectivity by including direct vehicular or access easements, pedestrian and bicycle connections between abutting or adjacent developments, including retail centers and bus stops, wherever possible.

2) Buildings shall connect building entrances to one another and to sidewalks on adjacent public and/or private streets via a minimum four (4) foot wide sidewalk separated from vehicular traffic by a four foot wide planting strip (the 4 foot planting strip does not apply to parking lots where the sidewalk is intended to provide access to the parking lot). Public sidewalks may be considered part of the walkway system if they provide convenient movement between structures. Fences, landscaping and other site improvements shall be located so as not to impede safe and convenient pedestrian circulation. On-site sidewalks shall be designed to connect to off-site sidewalks on adjoining properties and public and/or private streets. Sidewalks shall connect parking areas or parking structures that serve the principal multi-family building; community amenities, such as swimming pools, community centers, other recreational facilities, or common open space.

3) Provide shared driveways, cross access driveways and/or other forms of connectivity and secondary access to existing or future adjacent developments.

Respect the Natural Environment

1) The development shall include at least 15% of the total site or premise as a usable recreational area and/or facility. Usable recreational area/facility is defined as an open recreational area or recreational facility which are designed and intended to be used for outdoor living and/or recreation, and/or amenity. Usable open recreational areas shall not include land occupied by buildings, structures, streets,

sidewalks, driveways, or parking areas but may include outdoor recreational facilities such as walkways used solely for recreational purposes/connections, swimming pools, sports courts, clubhouse, community center, exercise room or other amenities as defined in these guidelines. The 15% usable recreational area or facility does not reduce the required 20% open space. All common open recreational areas on the site, including recreational facilities, shall be readily accessible to all occupants and should, wherever possible, be physically connected to other common open space areas on and off the site. Generally, usable open recreational areas should have a minimum dimension of thirty (30) feet in any direction and minimum area of nine hundred (900) square feet; however, it is recognized that open recreational areas can be of a smaller minimum dimension or area provided it meets the definition. An exception to the minimum 15% recreational space established by the Revised Multi-Family Design Guidelines shall be given to minimize the amount of grading that would be required to achieve the minimum recreational space maintaining the intent of the Galloway Neighborhood guidelines of minimizing retaining walls and grading.

i. An exception to the minimum 15% recreational space established by the Revised Multi-Family Design Guidelines shall be given to minimize the amount of grading that would be required to achieve the minimum recreational space maintaining the intent of the Galloway Neighborhood guidelines of minimizing retaining walls and grading.

2) Incorporate one functional amenity. Allowable recreational amenities:
   a. Swimming pool;
   b. Resident clubhouse.
   c. One tot lot with a minimum size of nine hundred square feet (900') per tot lot area;
   d. Basketball, volleyball, tennis court, handball court or other sports court.
   e. One (1) picnic area, with a minimum size of nine-hundred square feet (900') per area, and including a minimum of one (1) picnic table and one (1) barbeque grill/pits per picnic area;
   f. Community center (meeting room, assembly hall, etc.);
   g. Exercise room and/or recreation building

3) A tree six inches or greater in diameter measured 4 1/2 feet above ground must be preserved or replaced with a tree of at least two inches (2) in diameter—for a maximum total of 7 trees per acre. Trees meeting the landscape requirements in the zoning ordinance may be counted toward this requirement. If this is not possible then the total diameter of trees at the time they are lost shall be replaced with an equal diameter amount of trees with no less than 2 in diameter throughout the project area.

2. Galloway Village Neighborhood Development Guidelines.

   a. Limiting signage types, illumination, placement, and number.

(1) Detached signs (monument signs) shall be permitted at each public street entrance or public street frontage.

- One detached sign shall be permitted per public street access. The surface area of each shall not exceed 80 square feet.
- A minimum setback of 4 feet from adjacent property line shall be maintained for detached signs.

(2) Attached signs shall be permitted on building façade or elements within the property.

- Maximum attached sign total effective area shall not exceed one square foot for each lineal footage of each building wall having frontage on a public or private street, not to exceed 80 square feet.
- Exceptions: Existing buildings attached sign total effective area shall not exceed two square feet for each lineal footage of each building wall having frontage on a public or private street or 160 square feet, whichever is less. Maximum attached sign total effective area shall not apply to artistic murals.

(3) Design: Signs shall be designed to be compatible with the character of the building materials and landscaping to promote the overall aesthetic of the development.

(4) Digital signage is prohibited.

b. Glazing ratios

(1) Glazing on the exterior of building facades shall not make up more than 40% of the gross area of each building elevation.

- Exceptions: Existing buildings and any additions or renovations to the exterior of existing buildings on site shall be exempt from maximum glazing ratio of 40%. Existing buildings shall maintain the current glazing ratios and meet the Secretary of Interior standards as determined by the Administrative Review Committee.

c. Location of Parking Lots

(1)Parking lots shall be located behind buildings or with drive access oriented perpendicular from Lone Pine Ave. to limit visual impact to public spaces.

a. Parking lots layout to be developed in accordance to Exhibit 2 – Preliminary Site Layout.

d. Limit excessive grading or rock blasting.

(1) Limiting excessive grading or rock blasting through creative design solutions such as establishing the finish floor elevations, locating building entry/access points, layout of parking lots and other design elements shall be explored.

e. Preservation of existing tree canopy.

(1) Preservation of existing trees in good condition as proposed on Exhibit 6 Preliminary Landscape plan.

a. The City's Urban Forester will be consulted to review the condition and species of trees and to give a determination if trees designated for preservation on Exhibit 6 Preliminary site plan should be preserved.

f. Restrictions on retaining walls.

(1) Retaining walls shall be designed for a maximum of 8' in height with a minimum of 6' between tiers.

- Retaining walls should be constructed using materials that compliments the character of the neighborhood.
- Creative solutions should be explored that limit the impact or need for retaining walls.

g. The development shall designate space and allow for a mix of allowable small business uses that could be supportive of neighborhood amenities.

h. Promote high-quality streetscape experience.

(1) The design of new construction buildings along public streets shall incorporate attractive streetscapes that compliments the village character of the neighborhood in addition to the guidelines set forth in the Revised Multi-family Design Guidelines for articulation and material use along a public street.

- Elements such as, pedestrian scale lighting, street furniture, and landscaping should be incorporated to promote high-quality streetscape and enhanced pedestrian experience.

(2) Design of the sidewalk along public streets shall attempt to enhance the pedestrian experience and feeling of safety.
(3) A crosswalk at the south eastern corner of the property, on the north side of the access to the Sequiota Park access, shall be created to provide safe crossing location for pedestrians connecting the businesses and housing along the west side of Lone Pine Ave and Sequiota Park and Galloway Creek Greenway on the East.
(4) Acceptable uses for planned limited business spaces to include those desirable to pedestrian streetscape including, sidewalk cafes, outdoor eating and drinking facilities, retail sales, mobile food vendors, art galleries and farmers markets.
(5) Where feasible, street trees, and landscaped buffer zone shall be planned along public street front to enhance the pedestrian experience and character of the neighborhood.

i. Building Façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each twenty (25) horizontal feet of a building façade or wall:

(1) Changes in color, texture and material
(2) Projections, recesses and reveals expressing structural bays, entrances or other aspects of the architecture.
(3) Groupings of windows or fenestration.

j. Building materials and colors.

(1) Metal shall not be used as a primary exterior surface material. It may be used as a trim material covering no more than ten (30) percent of the facade or as a roof material.
(2) Facade colors shall have low reflectance. High-intensity or fluorescent colors are prohibited.

k. Service and Loading Areas. Off-street loading shall be regulated in accordance with *Sections 36-456 and 3 6-483 (2)* of the *Springfield Zoning Ordinance.* The following requirements are supplementary.

(1) All service and loading areas shall be located in the side or rear yard of buildings.
(2) Service and loading areas shall be designed so that the entire service and loading operations are conducted on the building site and shall be integrated into the building architecture. The visibility of service and loading from public streets shall be minimized or eliminated.

3. Preservation of existing structures and neighborhood character.

a. Existing structures at 3521, 3527 and 3535 S. Lone Pine Avenue and as designated on site plan shall be maintained so they may be preserved and appropriately rehabilitated following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements listed below. Residential uses may be located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. Uses shall encourage public activity along Lone Pine Avenue.

b. Additions and/or renovations to designated existing buildings should be compatible with the neighborhood character with a mix of architectural styles, attempting to improve the streetscape, pedestrian experience, walkable feel, and opportunities for interactions in private establishments and public spaces.

c. Exterior finish building materials used in additions and/or renovations of existing buildings shall be complimentary to the neighborhood character.

d. The Secretary of the Interior's Standards for Rehabilitation shall be followed when renovating existing structures as described above and identified on the site plan. The Administrative Review Committee (ARC) shall review all exterior changes to the existing structures designated for preservation. Interior renovations or permits do not require an ARC review. When considering whether or not to issue a permit an exterior change(s), ARC shall be guided by the Standards as listed below and may consult with the Landmarks Board or other persons knowledgeable in historic preservation and rehabilitation:

(1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

(2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

(3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

(4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

(5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

(6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

(7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

(8) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

(9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

e. Minimum maintenance requirements. Preserved buildings shall keep all interior and exterior portions of buildings and other structures in good repair following the following maintenance requirements:

(1) All sidewalks leading to a building, steps, driveways, parking spaces, and similar paved areas for public use shall be kept in a proper state of repair. If any sidewalk or driveway or portion thereof by virtue of its state of repair shall constitute a danger to public health and safety, the sidewalk or driveway or portion thereof shall be replaced.

(2) Structural members. All supporting structural members of all structures shall be kept structurally sound, free of deterioration, and maintained capable of safely bearing the dead and live loads imposed upon them.

(3) Exterior surfaces (foundations, walls, and roof). Every foundation, exterior wall, roof, and all other exterior surface shall be maintained in a workmanlike state of maintenance and repair.

(4) Foundation walls. All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads and shall be maintained plumb and free from open cracks and breaks, so as not to be detrimental to public safety and welfare.

(5) Exterior walls. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface materials shall be maintained weatherproof and shall be properly surface coated when required to prevent deterioration.

(6) Roofs and drainage. The roof shall be structurally sound, tight, and not have defects which might admit rain. Roof drainage shall be adequate to prevent rain water from causing dampness or deterioration in the walls or interior portion of the building. Roof water shall not be discharged in a manner that creates a nuisance to owners or occupants of adjacent premises or that creates a public nuisance.

(7) Decorative features. All cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

(8) Signs and awnings. All canopies, signs, awnings, stairways, fire escapes, exhaust ducts, and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. They shall be protected from the elements and against decay and rust by the periodic application of a weather-coating material such as paint or other protective treatment.

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

(10) Stairs and porches. Every stair, porch, fire escape, balcony, and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the anticipated loads and shall be maintained in sound condition and good repair.

(11) Window and door frames. Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible, and to substantially exclude wind from entering the dwelling or structure.

(12) Weathertight. Every window and exterior door shall be fitted reasonably in its frame and be weathertight. Weather stripping shall be used to exclude wind or rain from entering the dwelling or structure and shall be kept in sound condition and good repair.

(13) Glazing. Every required window sash shall be fully supplied with approved glazing materials which are without open cracks and holes.

(14) Door hardware. Every exterior door and its hardware shall be maintained in good condition. Door locks on all doors entering dwelling units shall be in good repair and capable of tightly securing the door.

(15) Basement hatchways. Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rats, rain, and surface drainage water into the structure.

(16) Grading and drainage. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Stagnant water shall be determined as any accumulation that has not dispersed within seven days of the last recorded local rainfall.

(17) Accessory structure. All accessory structures, including detached garages, fences, and walls, shall be maintained structurally sound.

(18) ARC may refer violations of this section to the Director of Building Development Services for purposes of conducting such inspections and enforcement proceedings as the Director of Building Development Services may deem appropriate so that the building or structure may be preserved in accordance with the purposes of this ordinance.

(19) The provisions of this section shall be in addition to all other applicable provisions of the Springfield City Code relating to the construction and maintenance of buildings and structures.

f. Structures shall not be demolished or removed without an Economic Hardship being proven as prescribed in Section 36-404.

g. The Administrative Review Committee (ARC) shall be responsible for any approvals or interpretations of this subsection. If the existing structures as described above are designated on the *Springfield Historic Register* in the future, the Landmarks Board will have authority and ARC's authority as described above will be null and void.

I. OPEN SPACE, LANDSCAPING & SCREENING

The landscaping and screening provisions are intended to improve the physical appearance of the District; to improve the environmental performance by contributing to the abatement of heat, glare and noise, and by promoting natural percolation of storm water and improvement of air quality; to buffer potentially incompatible land uses from one another; and to conserve the value of adjoining property and neighborhoods.

1. Open space requirements

   a. Minimum open space: Not less than (25) percent of the total lot area shall be devoted to open space including required yards, stream buffer and buffer yards. Open space shall contain living ground cover and other landscaping materials.
   b. Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed eighty (75) percent of the total lot area.

2. Bufferyards.

   a. Required bufferyards.

      (1) Where new development is located adjacent to an R-SF Zoning District, a fifteen (15) foot Type C bufferyard shall be required. No other bufferyards are required.

   b. Bufferyard standards.

      (1) Required bufferyards on a lot or tract shall be installed when the lot or

tract is developed.

(2) Required bufferyards in common area shall be installed when any development occurs in the District unless the installation is specifically delayed by the requirements.

(3) Bufferyards shall be landscaped in conformance with the open space landscaping requirements listed below.

3. Vehicular use area open space.

   a. Perimeter.
   b. Interior.

4. Open space landscaping.

   a. Landscaping plantings. In all open space areas required by this District the following landscaping shall be planted and maintained for each five hundred (500) square feet of such open space area. Existing trees approved for preservation shall be counted toward satisfaction of this provision.
   (1) One (1) canopy tree or (2) understory, ornamental or evergreen trees.
   (2) Six (6) shrubs.

   b. Landscaping standards.

      (1) Tree species, sizes and spacing shall be approved consistent with the City of Springfield's *Arboricultural Design Guidelines* on file with the Planning and Development Director.
      (2) Tree preservation. Preservation of each healthy existing tree of an approved species that is at least four and one-half (4-1/2) inches caliper shall count as two (2) trees toward fulfillment of the tree requirements of this District.
      (3) Maintenance of required landscaping. Upon installation or preservation of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required materials that do not remain healthy shall be replaced consistent with this article.
      (4) The developer shall coordinate with the city urban forester to ensure proper measures for tree conservation are utilized during construction, and that proper planting and maintenance procedures are followed for new and existing trees.
      (5) The preliminary site layout provides a buffer that is greater than required along the northern and western boundaries to preserve existing neighboring trees.

5. Screening.
   a. Screening Locations

      (1) Parking lot screening: Parking lot edges visible from Lone Pine shall be screened with a opaque shrub barrier border with a minimum height of 3’ at planting. These shrubs will count toward the total shrubs needed within the landscape requirements.

         i. Alternate acceptable screening types to have an opaque barrier 3 feet in height which visually screens parking lots from Lone Pine Ave. shall be approved

by the Administrative Review Committee.

6. Required yard setbacks.
   a. The development shall follow setbacks established city ordinance zoning regulations.

      (1) Exception: the front yard setback for new construction that fronts along property located at 3503 S Lone Pine Ave shall be from the new right-of-way line which will be 55’ as measured from the center line of Lone Pine Avenue.

   b. A 10 foot set back along the north property line shall be established to help preserve the existing tree canopy.

J. EXTERIOR LIGHTING

The requirements and standards of *Section 36-484* of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification.

1. The existing shared access easement from Lone Pine Ave. at the southern property line shall be used for access to the development. Improvements to shared access from Lone Pine Ave. will be implemented as shown on Exhibit 2 – Preliminary Site Layout and in coordination of required public improvements described in Section N.

L. OFF-STREET PARKING

Sections 36-455, 36-456 and 3*6-483* of the *Springfield Zoning Ordinance* in effect at the time of development shall apply.

M. SIGNS

In addition to the sign regulations stated within this document, the requirements and standards of *Section 36-454* of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

N. REQUIRED IMPROVEMENTS

1. Public improvements to be completed. Public and private improvements necessary to adequately accommodate the intensity of development proposed in this District shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements. Prior to building permits being issued to the applicant, or subsequent owners shall:

a. construct the required improvements; or
b. provide assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

2. Certificate of occupancy. No certificate of occupancy shall be issued for any structure within this District, or phase of the development, unless:

   a. the required improvements are completed prior to occupancy of the structures; or
   b. the Director of Public Works has determined that:
      (1) any incomplete required improvements have little or no effect on the occupancy of the facility; or
      (2) conditions beyond the control of the contractor, *i.e.*, strikes, weather, etc., have delayed the completion of the improvements.

   If one of these conditions occurs, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

3. Required improvements. Improvements necessary to adequately accommodate the intensity of development in this District include the following.
   a. Street improvements.
      1. A northbound left-turn lane along S. Lone Pine Avenue is needed to access the development at its southern-most entrance, aligning with the Sequiota park driveway entrance. The length of the northbound left storage to be no less than 150 feet, plus taper**.** No curb and gutter are required unless otherwise constructed by Public Works.
      2. Installation of a crosswalk aligned to the northside of the Sequiota park driveway to and the northside of the shared access drive south of 3535 S. Lone Pine Ave. (Treadway's Building).
      3. Installation of sidewalk along property fronting South Lone Pine Ave. In an effort to preserve existing trees as well as enhance the pedestrian experience on site, the sidewalk that fronts along parcel 3503 S Lone Pine Ave. shall shift the public sidewalk onto private property west of existing trees in the approximate location shown on the site plan. A sidewalk easement will be negotiated between the city and developer.
      4. Any street furniture, lighting, trees, planters, etc. in the public rights-of-way shall be approved by the Public Works Department. A maintenance agreement may be necessary for these amenities.
      5. Approximately 5 feet of additional right-of-way will be dedicated along the entire length of the property frontage on S. Lone Pine Avenue, for a total of 35 feet from the centerline of the roadway. The final amount of dedicated R-O-W will be determined by a survey.
         i. The Purple Shamrock building at 3527 S. Lone Pine Ave. encroaches into the proposed R-O-W. R-O-W will need to jog around existing Building or an agreement will need to be provided prior to dedication of new R-O-W.

b. Sanitary sewer facilities.

1. Hookup of sanitary sewer to existing buildings that are not currently on city record.

c. Storm water management facilities.

1. Maintain (average) clearance to stream buffer.
2. Where parking lot/ fire lane access is required over existing stream, a culvert shall be allowed.
3. Stream buffer shall be recorded as a condition of approval of this Planned Development to account for site plan adjustments during the construction documents phase.

4. Improvement Standards.
Improvements shall conform to the following standards.

a. All utilities and utility connections shall be located underground, including, but not limited to, electrical and telephone cables, security and other telecommunication systems and wires. Transformers, meters of any type (including electric, gas or other meters), or other apparatus shall be adequately screened and landscaped.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

P. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

Q. FINAL DEVELOPMENT PLAN

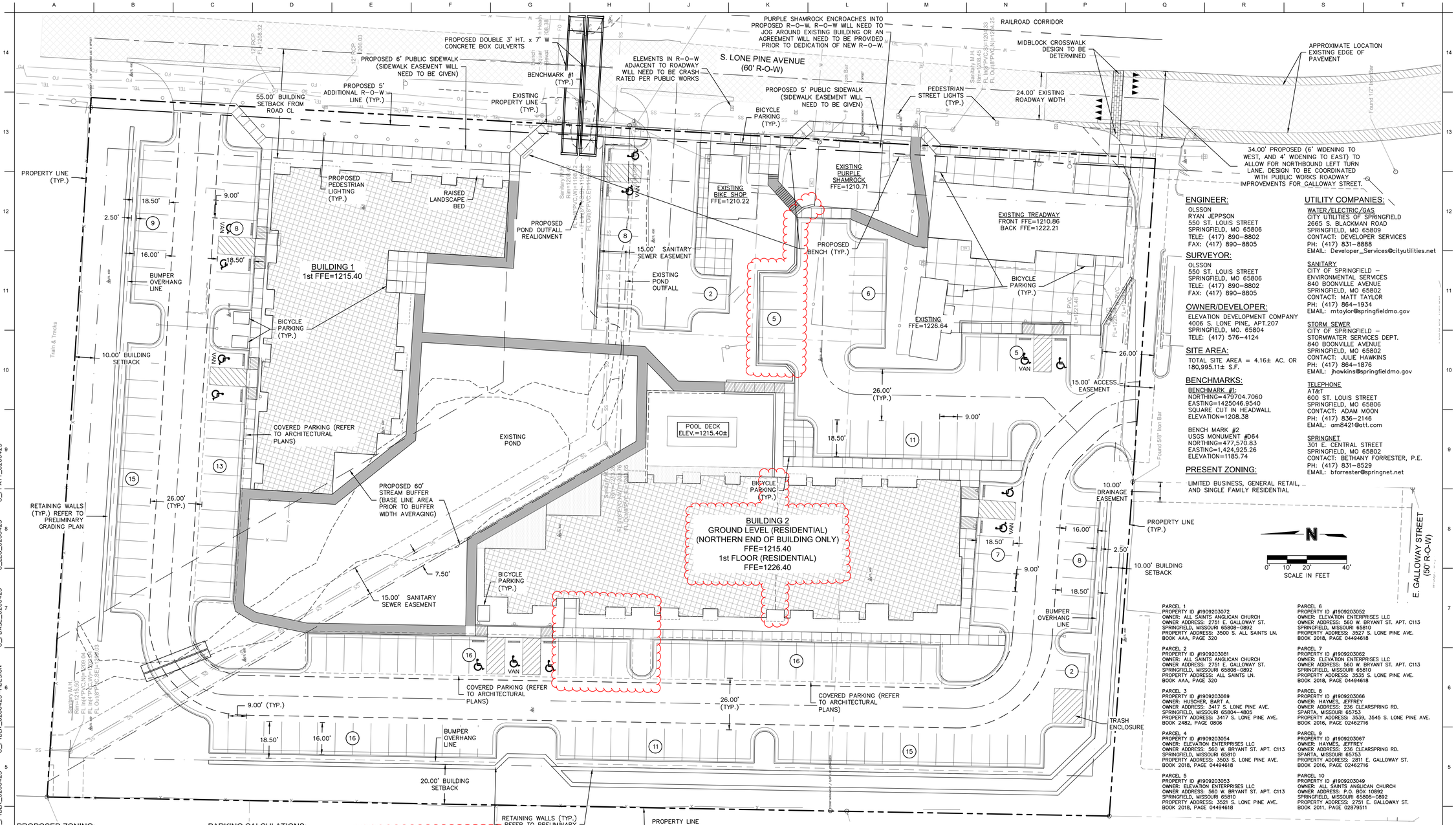
A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. The final development plan may be submitted in the form of a preliminary plat, provided the plat is prepared in accordance with the requirements, standards, and intent of this Exhibit. Development of this District shall be in accordance with the approved final development plan.

1. A final development plan shall only be approved if it is in substantial conformance with

Exhibits 1, 2 and 4 as defined by *Subsection 36-405 (9) (c)* of the *Springfield Zoning Ordinance*.

The final development plan shall be submitted to the Planning and Development Department for the Administrative Review Committee review and final action, either as a whole or in phases. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan and exterior elevations. Such authority shall not, however, be construed to permit:

A. Any uses within the District other than those specifically prescribed by the ordinance.
B. Any increase in the intensity of use permitted within the District.



ENGINEER:
OLSSON
RYAN JEPPSON
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
TELE: (417) 890-8802
FAX: (417) 890-8805

SURVEYOR:
OLSSON
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
TELE: (417) 890-8802
FAX: (417) 890-8805

OWNER/DEVELOPER:
ELEVATION DEVELOPMENT COMPANY
4006 S. LONE PINE, APT.207
SPRINGFIELD, MO. 65804
TELE: (417) 576-4124

SITE AREA:
TOTAL SITE AREA = 4.16± AC. OR 180,995.11± S.F.

BENCHMARKS:
BENCHMARK #1:
NORTHING=479704.7060
EASTING=1425046.9540
SQUARE CUT IN HEADWALL
ELEVATION=1208.38

BENCH MARK #2
USGS MONUMENT #D64
NORTHING=477,570.83
EASTING=1,424,925.26
ELEVATION=1185.74

PRESENT ZONING:
LIMITED BUSINESS, GENERAL RETAIL, AND SINGLE FAMILY RESIDENTIAL

UTILITY COMPANIES:
WATER/ELECTRIC/GAS
CITY UTILITIES OF SPRINGFIELD
2665 S. BLACKMAN ROAD
SPRINGFIELD, MO 65809
CONTACT: DEVELOPER SERVICES
PH: (417) 831-8888
EMAIL: Developer_Services@cityutilities.net

SANITARY
CITY OF SPRINGFIELD – ENVIRONMENTAL SERVICES
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: MATT TAYLOR
PH: (417) 864-1934
EMAIL: mtaylor@springfieldmo.gov

STORM SEWER
CITY OF SPRINGFIELD – STORMWATER SERVICES DEPT.
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: JULIE HAWKINS
PH: (417) 864-1876
EMAIL: jhawkins@springfieldmo.gov

TELEPHONE
AT&T
600 ST. LOUIS STREET
SPRINGFIELD, MO 65806
CONTACT: ADAM MOON
PH: (417) 836-2146
EMAIL: am8421@att.com

SPRINGNET
301 E. CENTRAL STREET
SPRINGFIELD, MO 65802
CONTACT: BETHANY FORRESTER, P.E.
PH: (417) 831-8529
EMAIL: bforrester@springnet.net

PARCEL 1
PROPERTY ID #1909203072
OWNER: ALL SAINTS ANGLICAN CHURCH
OWNER ADDRESS: 2751 E. GALLOWAY ST.
SPRINGFIELD, MISSOURI 65808-0892
PROPERTY ADDRESS: 3500 S. ALL SAINTS LN.
BOOK AAA, PAGE 320

PARCEL 2
PROPERTY ID #1909203081
OWNER: ALL SAINTS ANGLICAN CHURCH
OWNER ADDRESS: 2751 E. GALLOWAY ST.
SPRINGFIELD, MISSOURI 65808-0892
PROPERTY ADDRESS: ALL SAINTS LN.
BOOK AAA, PAGE 320

PARCEL 3
PROPERTY ID #1909203069
OWNER: HUSCHER, BART A.
OWNER ADDRESS: 3417 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804-4805
PROPERTY ADDRESS: 3417 S. LONE PINE AVE.
BOOK 2482, PAGE 0806

PARCEL 4
PROPERTY ID #1909203054
OWNER: ELEVATION ENTERPRISES LLC
OWNER ADDRESS: 560 W. BRYANT ST. APT. C113
SPRINGFIELD, MISSOURI 65810
PROPERTY ADDRESS: 3503 S. LONE PINE AVE.
BOOK 2018, PAGE 04494618

PARCEL 5
PROPERTY ID #1909203053
OWNER: ELEVATION ENTERPRISES LLC
OWNER ADDRESS: 560 W. BRYANT ST. APT. C113
SPRINGFIELD, MISSOURI 65810
PROPERTY ADDRESS: 3521 S. LONE PINE AVE.
BOOK 2018, PAGE 04494618

PARCEL 6
PROPERTY ID #1909203052
OWNER: ELEVATION ENTERPRISES LLC
OWNER ADDRESS: 560 W. BRYANT ST. APT. C113
SPRINGFIELD, MISSOURI 65810
PROPERTY ADDRESS: 3527 S. LONE PINE AVE.
BOOK 2018, PAGE 04494618

PARCEL 7
PROPERTY ID #1909203062
OWNER: ELEVATION ENTERPRISES LLC
OWNER ADDRESS: 560 W. BRYANT ST. APT. C113
SPRINGFIELD, MISSOURI 65810
PROPERTY ADDRESS: 3535 S. LONE PINE AVE.
BOOK 2018, PAGE 04494618

PARCEL 8
PROPERTY ID #1909203066
OWNER: HAYMES, JEFFREY
OWNER ADDRESS: 236 CLEARSPRING RD.
SPARTA, MISSOURI 65753
PROPERTY ADDRESS: 3539, 3545 S. LONE PINE AVE.
BOOK 2016, PAGE 02462716

PARCEL 9
PROPERTY ID #1909203067
OWNER: HAYMES, JEFFREY
OWNER ADDRESS: 236 CLEARSPRING RD.
SPARTA, MISSOURI 65753
PROPERTY ADDRESS: 2811 E. GALLOWAY ST.
BOOK 2016, PAGE 02462716

PARCEL 10
PROPERTY ID #1909203049
OWNER: ALL SAINTS ANGLICAN CHURCH
OWNER ADDRESS: P.O. BOX 10892
SPRINGFIELD, MISSOURI 65808-0892
PROPERTY ADDRESS: 2751 E. GALLOWAY ST.
BOOK 2011, PAGE 02879511

PROPOSED ZONING:
PLANNED DEVELOPMENT (LIMITED BUSINESS, OFFICE & MULTI-FAMILY RESIDENTIAL)

EXISTING COMMERCIAL BUILDINGS:
BIKE SHOP 619 SF
PURPLE SHAMROCK LEVEL 1 – 717 SF LB
LEVEL 2 – 968 SF LB/RES.
TREADWAYS
LEVEL 1 2,544 SF LB
LEVEL 2 3,170 LB/RES.
CABIN (BEHIND TREADWAYS) 645 SF LB/RES.
TOTAL COMMERCIAL 8,663 SF

NEW RESIDENTIAL BUILDINGS:
BUILDING 1 (NORTH)

LEVEL 1	11,797 SF
LEVEL 2	11,797 SF
LEVEL 3	7,541 SF
LEVEL 4	7,541 SF
BUILDING 1 TOTAL	38,676 SF

BUILDING 2 (WEST)

LEVEL 1–4	14,226 SF EA.
BUILDING 2 TOTAL	56,904 SF
TOTAL RESIDENTIAL	95,580 SF

(NUMBERS DO NOT INCLUDE ATTACHED OUTDOOR AMENITIES SPACES/PATIOS/ROOFTOP DECKS OR BALCONIES.)

OPEN SPACE/GREEN AREA:
OPEN SPACE REQUIRED = 45,921.00 S.F. = 25%

OPEN SPACE PROVIDED = 63,979.63 S.F. =35.35%

PARKING CALCULATIONS:
RESIDENTIAL PARKING
BLDG 1
(6) MICRO @ 1/ =6
(8) STUDIO @ 1.5/ =12
(18) 1 BED @ 1.5/ =27
(8) 2 BED @ 2/ =16
(40)TOTAL =61

BLDG 2
(4) MICRO @ 1/ =4
(8) STUDIO @ 1.5/ =12
(18) 1 BED @ 1.5/ =27
(15) 2 BED @ 2/ =30
(8) 3 BED @ 2/ =16
(53)TOTAL =89

TREADWAYS LEVEL 2
(3) MICRO @ 1/ =3
(2) STUDIO @ 1.5/ =3
(1) 1 BED @ 1.5/ =2
(6)TOTAL =8

PURPLE SHAMROCK LEVEL 2
(1) 2 BED @ 2/ =2
(100) GROSS RESIDENTIAL =160 PARKING REQ'D

PARKING ADJUSTMENTS
UNIT COUNT >50 (1/10 UNITS OVER 50)
(100–50)/10=5% =(8)

BIKE REDUCTION –10% =(16)

NET RESIDENTIAL PARKING REQUIRED =136

COMMERCIAL PARKING
BIKE SHOP (619 SF) 10 PROVIDED
PURPLE SHAMROCK (1,717 SF @ 1/250 SF = 3
TREADWAY'S LEVEL 1(2,544 SF) @ 1/250 SF = 11
OUTBUILDING (645 SF) @ 1/250 SF = 3

GROSS COMMERCIAL PARKING REQUIRED =27

PARKING ADJUSTMENTS

BIKE REDUCTION – 10% =(2)

NET COMMERCIAL PARKING REQUIRED =25

TOTAL DEVELOPMENT PARKING

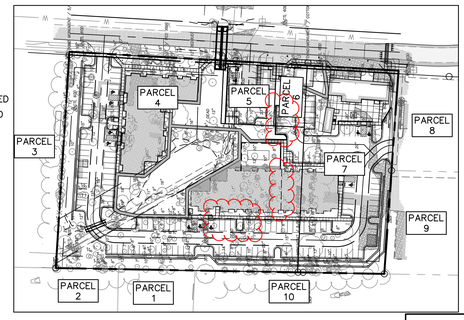
PARKING REQUIRED 136 + 25 =161

PARKING PROVIDED:
ON GRADE =173

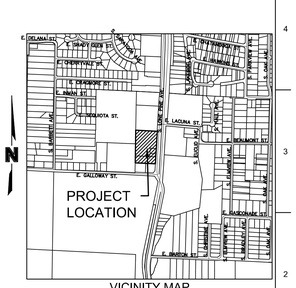
BIKE REDUCTION IS 18 SPACES. 2 BICYCLE SPACES PER PARKING SPACE=36 BIKE PARKING.
= 4 BICYCLE SPACES (8'x 6' PAD)

LEGEND

PROPERTY LINES	EXIST. COLUMN
RIGHT-OF-WAY LINES	EXIST. FLARED END SECTION
LOT LINES	EXIST. STUMP
ROAD CENTERLINE	EXIST. CONIFEROUS TREE SIZE AS NOTED
EASEMENT LINES	EXIST. DECIDUOUS TREE SIZE AS NOTED
SETBACK LINES	EXIST. SHRUB
FOUND IRON BAR	EXIST. TREE LINE
SET 1/2" REBAR	EXIST. WATER LINE
TEMPORARY BENCHMARK	EXIST. STORM SEWER LINE
EXIST. ELECTRIC METER	EXIST. OVERHEAD ELECTRIC
EXIST. FIRE HYDRANT	EXIST. SANITARY SEWER LINE
EXIST. WATER METER	EXIST. FIBER OPTIC LINE
EXIST. WATER VALVE	EXIST. TELEPHONE LINE
EXIST. MAILBOX	EXIST. GAS LINE
EXIST. SANITARY MANHOLE	EXIST. CHAIN LINK FENCE
EXIST. CLEAN-OUT	EXIST. BARBED WIRE FENCE
EXIST. POWER POLE	EXISTING CONTOUR
EXIST. AC UNIT	PROPOSED CONTOUR
EXIST. FIBER OPTIC PEDESTAL	PEDESTRIAN STREET LIGHTS
EXIST. TELEPHONE PEDESTAL	PATH LIGHTING (WALL OR BOLLARDS)
EXIST. GAS METER	
EXIST. GAS VALVE	
EXIST. BOLLARD	
EXIST. STEEL POST	
EXIST. WOOD POST	
EXIST. SIGN (AS NOTED)	



PARCEL KEY MAP
SCALE: 1"=100'



VICINITY MAP
SEC. 9, TWP. 28N, RNG. 21W
SCALE: 1"=1000'

MISSOURI ONE-CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806 TEL 417.890.8802 www.olsson.com
Olsson #020-0425

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM
CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 08.28.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL
PROFESSIONAL NAME, RYAN V. JEPPSON
PROFESSIONAL TITLE: PROFESSIONAL ENGINEER
MO# PE-2012024241

STATE OF MISSOURI
RYAN V. JEPPSON
NUMBER PE-2012024241
PROFESSIONAL ENGINEER
8-28-2020
RYAN V. JEPPSON
PROFESSIONAL ENGINEER
MO# PE-2012024241

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

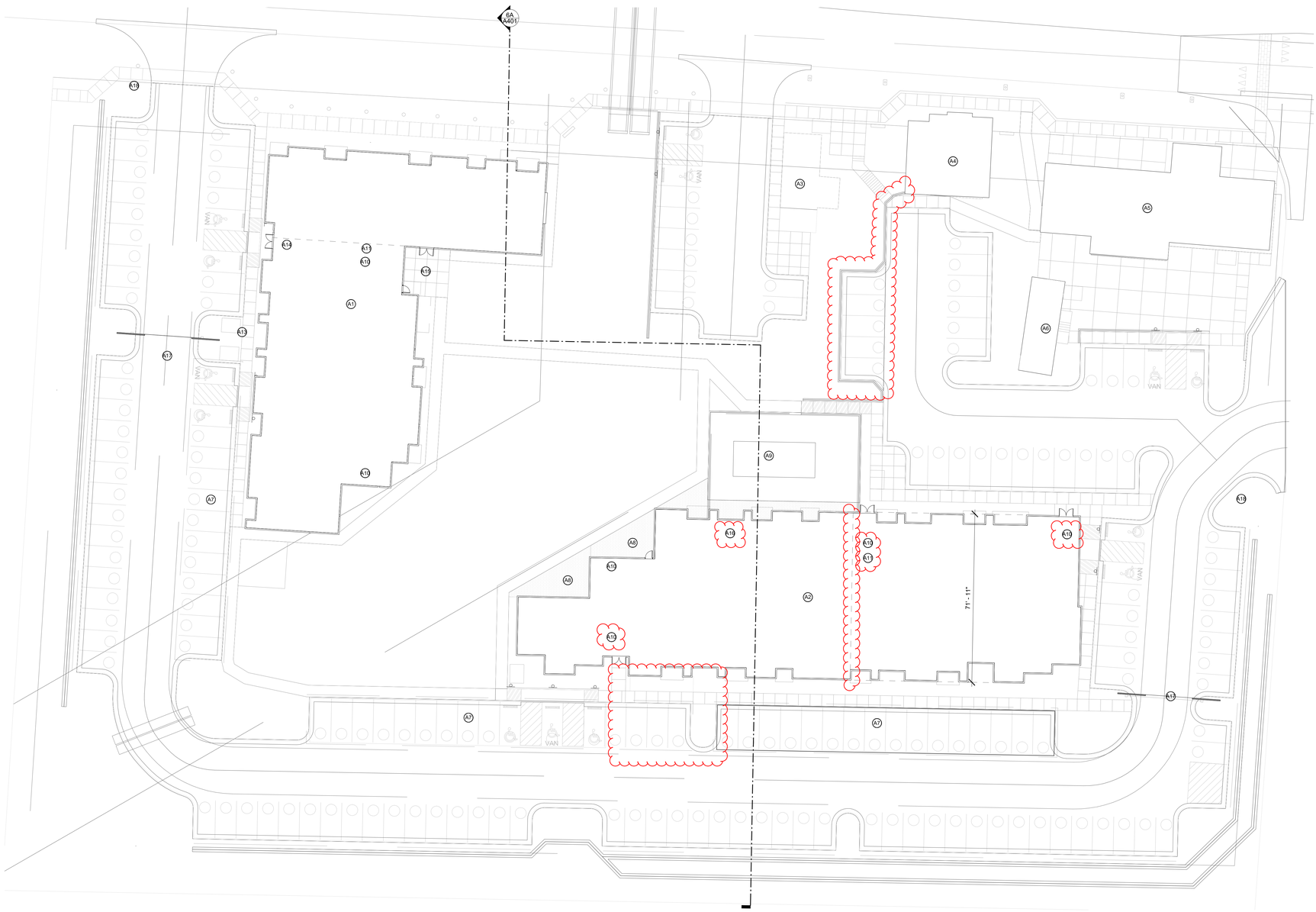
PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY SITE LAYOUT

SHEET
C1.0

DWG: F:\2020\020-0425\00-Design\AutoCAD\Preliminary Plans\Sheets\GNCV C_GEN01_0200425.dwg
DATE: Aug 21, 2020 4:40pm
USER: rjhopauer
C_PTBL_0200425 C_PPATT_0200425 C_LEG_0200425 C_PBASE_0200425 C_PTBL_0200425 C_PPATT_0200425



4A
A101

OVERALL PLAN

scale: 1" = 20'-0"

N

KEYNOTE - LEGEND	
Character	Note Text
A1	MULTI-FAMILY BUILDING 1
A2	MULTI-FAMILY BUILDING 2
A3	EXISTING BUILDING, 3521 S. LONE PINE AVE.
A4	EXISTING BUILDING, 3527, S. LONE PINE AVE.
A5	EXISTING BUILDING, 3535, S. LONE PINE AVE.
A6	EXISTING BUILDING, 3535, S. LONE PINE AVE.
A7	COVERED PARKING STRUCTURE
A8	PATIO
A9	POOL
A10	ENTRY STAIRWELL
A11	ELEVATOR
A13	MAIN ENTRY
A14	LOBBY, AMENITIES & LEASING OFFICE
A15	PATIO SPACE
A16	FITNESS CENTER/AMENITIES
A17	PRIVACY GATE
A18	PROPOSED MONUMENT SIGN LOCATION

A12 - GARAGE LEVEL RAMP (REMOVED)

GARAGE LEVEL REMOVED

MULTI-FAMILY DEV. MATRIX

5.4 LAND USE ACCESSIBILITY	1 POINT
5.5 CONNECTIVITY ANALYSIS	1 POINT
5.6 ROAD NETWORK EVALUATION	1 POINT
5.7 DESIGN GUIDELINES	6 POINTS
A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY	
1. PEDESTRIAN AMENITIES	PROVIDED
2. BUILDING SCALE & ARTICULATION	PROVIDED
3. BUILDING ORIENTATION & INT. LANDSCAPING	PROVIDED
4. AVOIDANCE OF BLANK WALLS	PROVIDED
B. PROVIDE A GOOD CIRCULATION SYSTEM	
1. INTERNAL CONNECTIVITY	PROVIDED
C. RESPECT THE NATRUAL ENVIROMENT	
1. USEABLE RECREATIONAL AREA/FACILITY	PROVIDED
2. AMENITIES	PROVIDED
3. PRESERVATION OF TREES	PROVIDED
OTHER OPPORTUNITIES OR CONSTRAINTS	
1. HOW MUCH HIGHER DENSITY EXISTS OR IS PLANNED/APPROVED FOR AREA?	1 POINT
2. DOES PROPOSAL SUPPORT REDEVELOPMENT/REVITALIZATION GOALS?	1 POINT
9. ARE THERE PHYSICAL OR OTHER NATURAL BARRIERS WITHIN 1/2 MILE OF THE SITE?	1 POINT
TOTAL OF POINTS	12 POINTS

- 12 POINTS THROUGH BASE CALCULATIONS ALLOWS 24 UNITS PER ACRE.

BONUS DENSITY (DWELLING UNITS/ACRE INCREASES)

- MEETS CRITERIA FOR MIXED-USE DEVELOPMENT +3 DU/A

BASE CALCULATION (24 DU/A) + BONUS DENSITY (3 DU/A) EQUALS TOTAL 27 DWELLING UNITS PER ACRE.

4.16 ACRES AT 27 UNITS PER ACRE EQUALS 112 UNITS. DEVELOPMENT PLAN PROPOSES 100 UNITS.

GENERAL CODE INFO.

GOVERNING CODES

BUILDING CODE	2018 IBC
MECHANICAL CODE	2018 IMC
PLUMBING CODE	2018 IPC
ELECTRICAL CODE	2017 NEC
ENERGY CODE	2018 IECC
ACCESSIBILITY CODE	2009 ICC/ANSI A117.1

CODE DATA

PRIMARY USE GROUPS	B, BUSINESS R-2, RESIDENTIAL
ACCESSORY USE GROUPS	S-2, STORAGE
CONSTRUCTION TYPE	5A
BUILDING 1 (NORTH)	
TOTAL AREA 1ST FLOOR	11,797 S.F.
TOTAL AREA 2ND FLOOR	11,797 S.F.
TOTAL AREA 3RD FLOOR	7,541 S.F.
TOTAL AREA 4TH FLOOR	7,541 S.F.
BUILDING 2 (WEST)	
TOTAL AREA GROUND FLOOR	8,024 S.F.
TOTAL AREA 1-3 FLOORS	14,226 S.F. EA.
TOTAL AREA 4TH FLOOR	6,202 S.F.

FIRE PROTECTION

SPRINKLER	
BUILDING 1 (NORTH)	S13R
BUILDING 2(WEST)	S13R
FIRE ALARMS	YES
EMERGENCY LIGHTING	YES

GENERAL BUILDING HEIGHT + AREA

ALLOWABLE AREA (TABLE 506.2)	PER STORY
TYPE CONSTRUCTION	5A
OCCUPANCY	R-2
SPRINKLER	S13R
ALLOWABLE AREA	12,000 SF
FRONTAGE INCREASE (12,000 X 0.75)	9,000 SF
TOTAL ALLOWABLE AREA	**21,000 SF**
ALLOWABLE HEIGHT (TABLE 504.3)	**60 FEET**
ALLOWABLE STORIES ABOVE GRADE(TABLE 504.4)	**4**

GARAGE GENERAL BUILDING HEIGHT + AREA INFO REMOVED

hdesigngroup
architecture + design

5039 S National Avenue I Springfield, MO 65810 I 417.887.6595

OWNER

ELEVATION DEVELOPMENT CO.

PROJECT TEAM

CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 18-018 DRAWN BY: BGB
DATE: 08.28.2020 REVIEWED BY: BMS

PROFESSIONAL SEAL

STATE OF MISSOURI
BRENT M. STEVENS
NUMBER
MO A-2000151419
ARCHITECT

© 2020 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC (COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

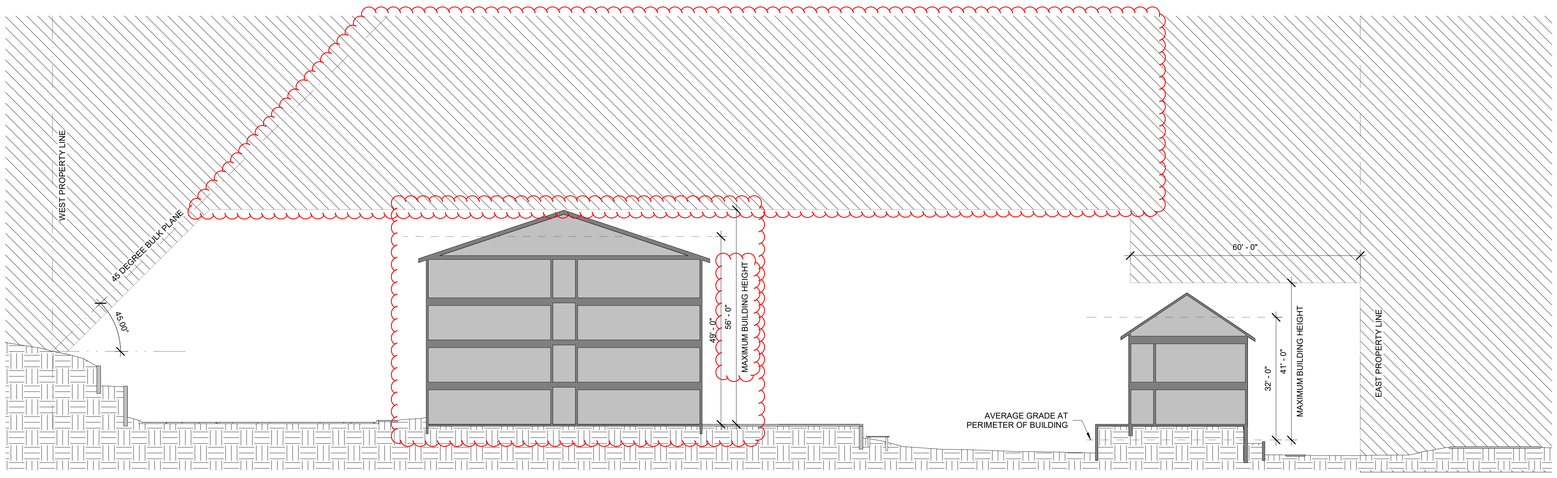
PROJECT TITLE

ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535,3527,3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

EXHIBIT 3 - PRELIMINARY ARCH- SITE PLAN

SHEET
A101



6A
A401

BULK PLANE & HEIGHT RESTRICTIONS

scale: 1/16" = 1'-0"



1A
A401

EAST ELEVATION FROM LONE PINE AVE.

NTS

NOTE: ELEVATION SHOWN IS A 2 DIMENSIONAL REPRESENTATION THAT DOES NOT PORTRAY A REALISTIC VIEW OF WHAT WILL BE SEEN FROM THE HUMAN EYE. FOR RENDERINGS THAT PORTRAY THE VIEWS AS SEEN FROM A HUMAN PERSPECTIVE, REFER TO CONCEPT VISUALS AND PARKVIEW EXHIBITS PROVIDED TO CITY COUNCIL AND NEIGHBORHOOD ASSOCIATION.

DESIGN GUIDELINES

THE BELOW TEXT IS ABSTRACTED FROM EXHIBIT 1 - PD LANGUAGE AND DOES NOT ALTER, NEGATE OR ADD TO THE REQUIREMENTS SET FORTH IN EXHIBIT 1 - PD LANGUAGE. THE BELOW TEXT IS ONLY INTENDED TO BE USED AS A REFERENCE TO THE REQUIREMENTS ESTABLISHED IN EXHIBIT 1 - PD LANGUAGE.

MULTI-FAMILY DESIGN GUIDELINES

A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY
1. PEDESTRIAN AMENITIES
2. BUILDING SCALE & ARTICULATION
3. BUILDING ORIENTATION & INTERIOR LANDSCAPING
4. AVOIDANCE OF BLANK WALLS

B. PROVIDE A GOOD CIRCULATION SYSTEM
1. CONECTIVITY BETWEEN ABUTTING OR ADJACENT DEVELOPMENTS
2. INTERNAL CONNECTIVITY
3. PROVIDE SHARED DRIVEWAYS, CROSS ACCESS DRIVEWAYS AND/OR OTHER FORMS OF CONNECTIVITY AND SECONDARY ACCESS TO EXISTING OR FUTURE ADJACENT DEVELOPMENTS.

C. RESPECT THE NATURAL ENVIROMENT
1. USEABLE RECREATIONAL AREA/FACILITY
2. AMENITIES
3. PRESERVATION OF TREES

GALLOWAY VILLAGE DEVELOPMENT GUIDELINES

A. SIGNAGE LIMITATIONS
1. DETACHED AND ATTACHED SIGNS LIMITED IN AREA AND LOCATION
2. DESIGN OF SIGNAGE SHALL BE COMPATIBLE WITH CHARACTER OF BUILDING AND LANDSCAPING.

B. GLAZING RATIOS
1. GLAZING ON EXTERIOR OF BUILDING FACADES SHALL NOT MAKE UP MORE THAN 40% OF GROSS AREA OF EACH BUILDING ELEVATION.

C. LOCATION OF PARKING LOTS
1. PARKING LOTS SHALL BE LOCATED BEHIND BUILDINGS OR WITH DRIVE ACCESS ORIENTED PERPENDICULAR FROM LONE PINE AVE.

D. LIMIT EXCESSIVE GRADING OR ROCK BLASTING
1. LIMIT EXCESIVE GRADING OR ROCK BLASTING THROUGH CREATIVE DESIGN SOLUTIONS SUCH AS ESTABLISHING THE FINISH FLOOR ELEVATIONS, LOCATING BUILDING ENTRY/ACCESS POINTS, LAYOUT OF PARKING LOTS AND OTHER DESIGN ELEMENTS SHALL BE EXPLORED.

E. PRESERVATION OF EXISTING TREE CANOPY
1. PRESERVATION OF EXISTING TREES IN GOOD CONDITION.

F. RESTRICTIONS ON RETAINING WALLS
1. RETAINING WALLS SHALL BE DESIGN FOR A MAXIMUM OF 8' IN HEIGHT WITH A MINIMUM 6' BETWEEN TIERS.

G. THE DEVELOPMENT SHALL DESIGNATE SPACE AND ALLOW FOR A MIX OF ALLOWABLE SMALL BUSINESS USES THAT COULD BE SUPPORTIVE OF NEIGHBORHOOD AMENITIES.

H. PROMOTE HIGHT-QUALITY STREETSCAPE EXPERIENCE.

I. BUILDING FACADES VISIBLE TO THE PUBLIC SHALL DISPLAY A SIMILAR LEVEL OF QUALITY AND ARCHITECTURAL FINISH. TWO OR MORE OF THE FOLLOWING DESIGN ELEMENTS SHALL BE INCORPORATED FOR EACH 25 FEET OF BUILDING FACADE OR WALL.
1. CHANGES IN COLOR, TEXTURE AND MATERIAL
2. PROJECTIONS, RECESSES AND REVEALS
3. GROUPINGS OF WINDOWS OR FENESTRATION.

J. BUILDING MATERIALS AND COLORS.
1. METAL SHALL NOT BE USED AS A PRIMARY EXTERIOR SURFACE MATERIAL.
2. FACADE COLORS SHALL HAVE LOW REFLECTANCE. HIGH-INTENSITY OR FLOURESCENT COLROS ARE PROHIBITED.

K. SERVICE AND LOADING AREAS.
1. ALL SERVICE AND LOADING AREAS SHALL BE LOCATED IN THE SIDE OR REAR YARD OF BUILDINGS.
2. SERVICE AND LOADING AREAS SHALL BE DESIGNED SO THAT THE ENTIRE SERVICE AND LOADING OPERATIONS ARE CONDUCTED ON THE BUILDING SITE AND SHALL BE INTEGRATED INTO THE BUILDING ARCHITECTURE. THE VISIBILITY OF THE SERVICE AND LOADING FROM PUBLIC STREETS SHALL BE MINIMIZED OR ELIMINATED.

NOTE:

THE ELEVATION SHOWN IS INTENDED AS AN ILLUSTRATIVE REPRESENTATION OF THE PROPOSED DEVELOPMENT'S CONFORMANCE TO THE MULTI-FAMILY DESIGN GUIDELINES AND THE GALLOWAY VILLAGE DOCUMENT. EXISTING VEGETATION, LANDSCAPING AND OTHER SITE ELEMENTS ARE NOT SHOWN TO BETTER HIGHLIGHT THE DESIGN INTENT OF THE NEW RESIDENTIAL STRUCTURES CONFORMANCE TO THE DESIGN GUIDELINES.

BUILDING HEIGHT DEFINED AND CALCULATED AS PERSCRIBED BY INTERNATIONAL BUILDING CODE.

ELEVATION MATERIAL LEGEND

Character	Note Text
E1	RAISED LANDSCAPE BED
E2	FACADE ARTICULATION
E3	MAXIMUM 40% GLAZING
E4	BRICK MASONRY, STONENE OR OTHER MATERIAL COMPLIMENTARY TO THE PEDESTRIAN SCALE
E5	FINISH FLOOR ELEVATION ESTABLISHED TO MINIMIZE EXCESSIVE GRADING

hdesigngroup
architecture + design
5039 S National Avenue I Springfield, MO 65810 I 417.887.6595

OWNER
ELEVATION DEVELOPMENT CO.

PROJECT TEAM
CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 18-018 DRAWN BY: BGB
DATE: 08.28.2020 REVIEWED BY: BMS

PROFESSIONAL SEAL

STATE OF MISSOURI
BRENT M STEVENS
NUMBER A-2000151418
ARCHITECT

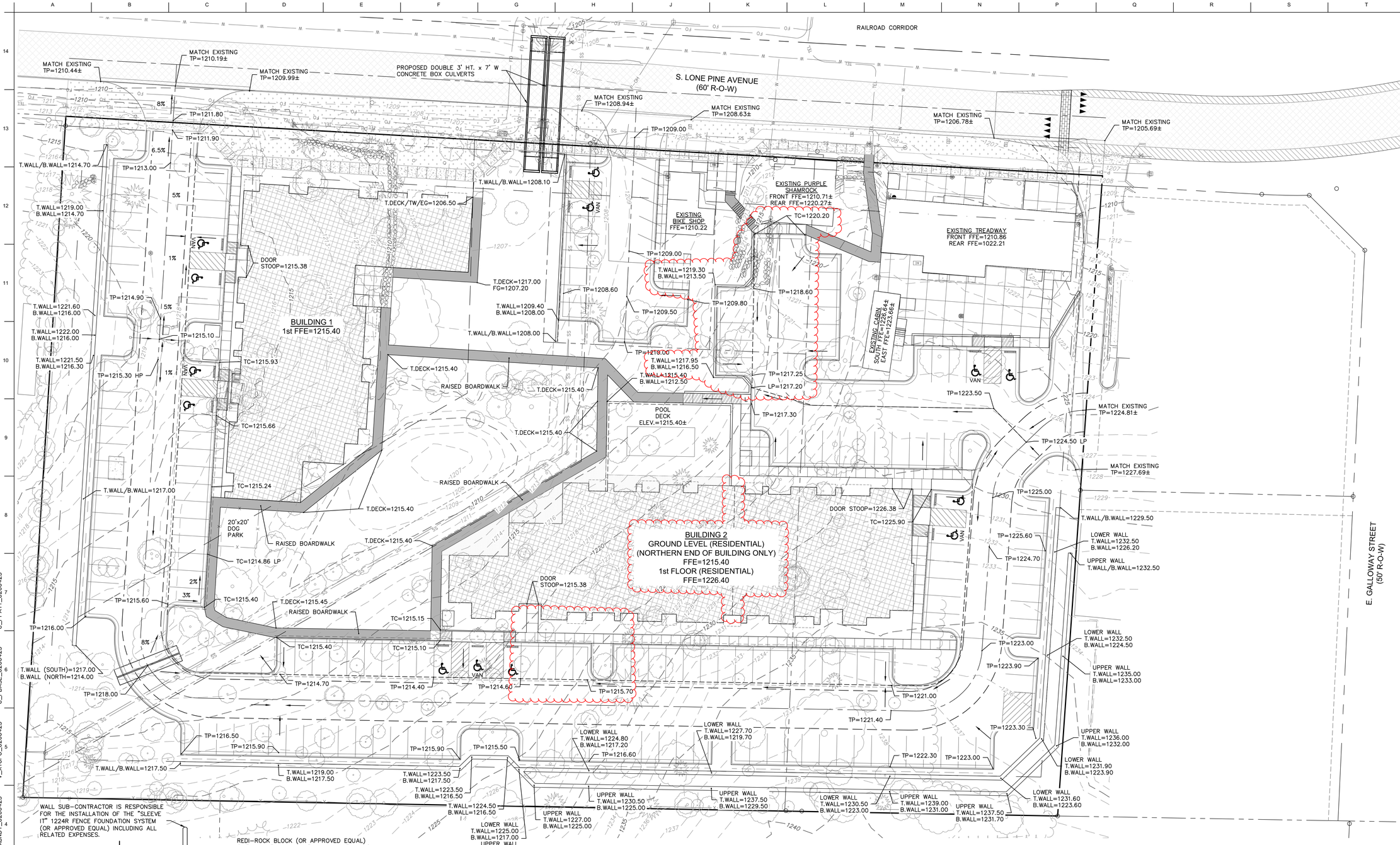
© 2020 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

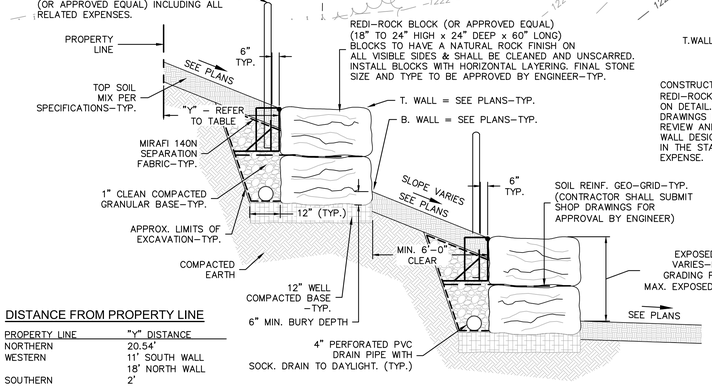
PROJECT ADDRESS:
3535,3527,3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

EXHIBIT 4 - ARCH. ELEVATIONS

SHEET
A401



WALL SUB-CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE "SLEEVE IT" 1224R FENCE FOUNDATION SYSTEM (OR APPROVED EQUAL) INCLUDING ALL RELATED EXPENSES.



REDI-ROCK BLOCK (OR APPROVED EQUAL) (18" TO 24" HIGH x 24" DEEP x 60" LONG) BLOCKS TO HAVE A NATURAL ROCK FINISH ON ALL VISIBLE SIDES & SHALL BE CLEANED AND UNSCARRED. INSTALL BLOCKS WITH HORIZONTAL LAYERING. FINAL STONE SIZE AND TYPE TO BE APPROVED BY ENGINEER-TYP.

CONSTRUCT MODULAR BLOCK RETAINING WALL UTILIZING REDI-ROCK BLOCK (OR APPROVED EQUAL) AS NOTED ON DETAIL. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INCLUDING BLOCK SIZE AND COLOR FOR REVIEW AND APPROVAL PRIOR TO ACQUIRING MATERIAL. WALL DESIGN TO BE PROVIDED BY ENGINEER LICENSED IN THE STATE OF MISSOURI, AT THE CONTRACTOR'S EXPENSE.

DISTANCE FROM PROPERTY LINE

PROPERTY LINE	"Y" DISTANCE
NORTHERN	20.54'
WESTERN	11' SOUTH WALL 18' NORTH WALL
SOUTHERN	2'

ELECTRONIC MEDIA NOTE

COMPUTER AIDED DESIGN (CAD) FILES WILL BE PROVIDED TO THE CONTRACTOR UPON REQUEST. IN THE EVENT OF A CONFLICT BETWEEN CAD FILES AND HARD COPIES, THE PRINTED HARD COPY DRAWINGS ISSUED FOR THE PROJECT SHALL TAKE PRECEDENCE OVER THE CAD FILES.

TYPICAL NATURAL STONE RETAINING WALL DETAIL

NOT TO SCALE

HATCH LEGEND

- AREAS PROPOSED FOR BOARDWALK IN LIEU OF CONCRETE SIDEWALK
- PROPOSED PUBLIC SIDEWALK ALIGNMENT

LEGEND

1280	EXISTING CONTOUR
1280	PROPOSED CONTOUR
TP=1280.00	TOP OF PAVEMENT
TC=1280.00	TOP OF CURB
TW=1280.00	TOP OF SIDEWALK
GR=1280.00	FINISHED GROUND
TI=1280.00	TOP OF INLET
TB=1280.00	TOP OF DRAIN BASIN
FL=1280.00	FLOW LINE
GB=1280.00	GRADE BREAK
TCP=1280.00	TOP OF CONCRETE PAD
B.WALL=1280.00	BOTTOM OF WALL
T.WALL=1280.00	TOP OF WALL
T.DECK=1280.00	TOP OF BOARDWALK
	SPILL CURB
	ON-SITE STD. CURB
	FLOW DIRECTION
	FLOW LINE
	RIDGE LINE

N

0' 10' 20' 40'
SCALE IN FEET

BENCHMARKS:

BENCHMARK #1:
NORTHING=479704.7060
EASTING=1425046.9540
SQUARE CUT IN HEADWALL
ELEVATION=1208.38

BENCH MARK #2
USGS MONUMENT #D64
NORTHING=477,570.83
EASTING=1,424,925.26
ELEVATION=1185.74

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com
Olsson #020-0425

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM

CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 08.28.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL
PROFESSIONAL NAME, RYAN V. JEPPSON
PROFESSIONAL TITLE: PROFESSIONAL ENGINEER
MO# PE-2012024241

STATE OF MISSOURI
RYAN V. JEPPSON
NUMBER PE-2012024241
PROFESSIONAL ENGINEER
8-28-2020
RYAN V. JEPPSON
PROFESSIONAL ENGINEER
MO# PE-2012024241

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY GRADING PLAN

SHEET
C2.0

DWG: F:\2020_0001-0500\020-0425\XD-Design\Xut\C(XD)_Preliminary Plans\Sheets\CIVIL\C_GR001_0200425.dwg USER: rbingaber
DATE: Aug 27, 2020 - 4:49pm XREFS: C_PPATT_0200425 C_PPAIT_0200425 C_BASE_0200425 V_XTOPO_0200425

PD OPEN SPACE REQUIREMENTS

25% OPEN SPACE REQUIRED = (TOTAL SITE AREA = 183,681.69 SF)
REQUIRED OPEN SPACE = 45,921 SF
LANDSCAPE REQUIRED PER 500 SF OF REQ'D OPEN SPACE:
1 CANOPY TREE (OR 2 UNDERSTORY TREES)/ 500 SF
8 SHRUBS/ 500 SF
THEREFORE,
92 CANOPY TREES (OR 184 UNDERSTORY TREES, OR COMBINATION THEREOF)
552 SHRUBS

LANDSCAPE PROVIDED:
102 PRESERVED EXISTING TREES X 2 = 204 TREES
12 INTERIOR TREES
6 PERIMETER TREES
2 OTHER PROPOSED TREES
= 233 TOTAL TREES

54 BUFFERYARD SHRUBS
6 PERIMETER SHRUBS
173 VEGETATIVE PARKING SCREEN
319 OTHER PROPOSED SHRUBS (TO BE SHOWN ON FINAL LANDSCAPE PLAN)
= 552 TOTAL SHRUBS

STREAM BUFFER TREE REMOVAL
16 TREES REMOVED IN THE 60' STREAM BUFFER AREA
REQUIRED= 16 TREES MI. 1.5" CALIPER THAT WILL HAVE SIMILAR MATURE CANOPY SPREAD OF THOSE REMOVED

LANDSCAPE CALCULATIONS:

HEADLIGHT SCREENING
NORTH & WEST –THE PROPOSED DEVELOPMENT WILL BE LOWER IN ELEVATION THAN THE NEIGHBORING PROPERTIES, THEREFORE THE RETAINING WALL WILL FUNCTION AS THE HEADLIGHT SCREENING

BUFFERYARD
NORTH – ZONED PD, USE IS COMMERCIAL – NONE
EAST –ROAD AND RAIL RIGHT OF WAY – NONE
SOUTH – ZONED GR, USE IS COMMERCIAL –NONE
WEST – ZONED R–SF, USE IS RESIDENTIAL & NON–RESIDENTIAL (CHURCH) – BUFFERYARD C
PER 100 LINEAR FEET – 1 CANOPY TREES, 2 UNDERSTORY TREES, 2 EVERGREEN TREES, 10 SHRUBS.
REQUIRED = 536 LINEAR FEET = 6 CANOPY TREES, 11 UNDERSTORY TREES, 11 EVERGREEN TREES, 54 SHRUBS.
PROVIDED = 18 EXISTING TREES TO REMAIN ALL OVER 6" CAL., 54 SHRUBS.

INTERIOR LANDSCAPE
5% OF PARKING/VEHICULAR USE AREA REQUIRED TO BE LANDSCAPED AREA.
PER EACH 30 PARKING SPACES OR 12,000 SF PARKING/VEHICULAR USE AREA
2 UNDERSTORY TREES (OR 1 CANOPY TREE) ARE REQUIRED

PARKING/VEHICULAR AREA CONTAINS 62,583.38 SF AND 173 PARKING SPACES
5% REQUIRED = 3,129.17 SF, AND 6 CANOPY TREES (OR 12 UNDERSTORY TREES)
PROVIDED = 3,130 SF AND 6 CANOPY TREES.

PERIMETER LANDSCAPE
PARKING LOT WITHIN 50' OF RIGHT–OF–WAY
10 SF GREEN AREA PER 1 LF OF PARKING LOT FRONTAGE ALONG ROAD
PER EACH 100 LINEAR FEET – 1 CANOPY TREE, 1 UNDERSTORY TREE, 4 SHRUBS.
REQUIRED = 108 LINEAR FEET OF PARKING LOT FRONTAGE = 2 CANOPY TREES, 2 UNDERSTORY TREES, 2 EVERGREEN OR ORNAMENTAL TREES, 5 SHRUBS
PROVIDED = 2 CANOPY TREES, 2 UNDERSTORY TREES, 2 EVERGREEN OR ORNAMENTAL TREES, 6 SHRUBS

APARTMENT DEVELOPMENT TREE PRESERVATION
FOR TREE AREA REMOVED, A MAXIMUM OF 7 TREES (2" CALIPER) PER ACRE IS REQUIRED FOR REFORESTATION.
± 2 ACRES OF TREE CLEARING IS EXPECTED, THEREFORE 14 TREES WILL BE REQUIRED TO BE PLANTED.
PROVIDED = 14+ TREES

PLANT LIST

Qty	Abbrev.	Scientific Name	Common Name	Size	Notes
Canopy Trees					
XX	TH	Gleditsia triacanthos v. inermis 'SKYLINE'	Thornless Honeylocust	1.5" Caliper	Canopy
XX	BG	Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	1.5" Caliper	Canopy
XX	TT	Lirodendron tulipifera	Tulip Tree	1.5" Caliper	Canopy
XX	SO	Quercus coccinea	Scarlet Oak	1.5" Caliper	Canopy
XX	WO	Quercus nigra	Water Oak	1.5" Caliper	Canopy
XX	PE	Ulmus americana 'Princeton'	Princeton Elm	1.5" Caliper	Canopy
XX	YW	Cladrastis kentukea	Yellow wood	1.5" Caliper	Canopy
Understory Trees					
XX	RB	Cercis canadensis 'Forest Pansy'	Forest Pansy Redbud	1" Caliper	Understory
XX	EH	Ostrya virginiana	Eastern Hophornbeam/Ironwood	1" Caliper	Understory
XX	SB	Amelachier arborea	Serviceberry	1" Caliper	Understory
XX	FT	Chionanthus virginicus	White Fringe Tree	1" Caliper	Understory
Shrubs/Perennials					
xx	IH	Illex glabra	Inkberry Holly	5 Gallon	18" min. installed height after pruning (immediately following installation)
xx	WH	Illex verticilliata	Winterberry Holly	5 Gallon	18" min. installed height after pruning (immediately following installation)
xx	NB	Physicarpus opulifolius	Ninebark	5 Gallon	18" min. installed height after pruning (immediately following installation)
xx	FS	Rhus aromatica	Fragrant Sumac	5 Gallon	18" min. installed height after pruning (immediately following installation)
xx	VS	Itea virginica	Virginia Sweetspire	5 Gallon	18" min. installed height after pruning (immediately following installation)

LANDSCAPE LEGEND

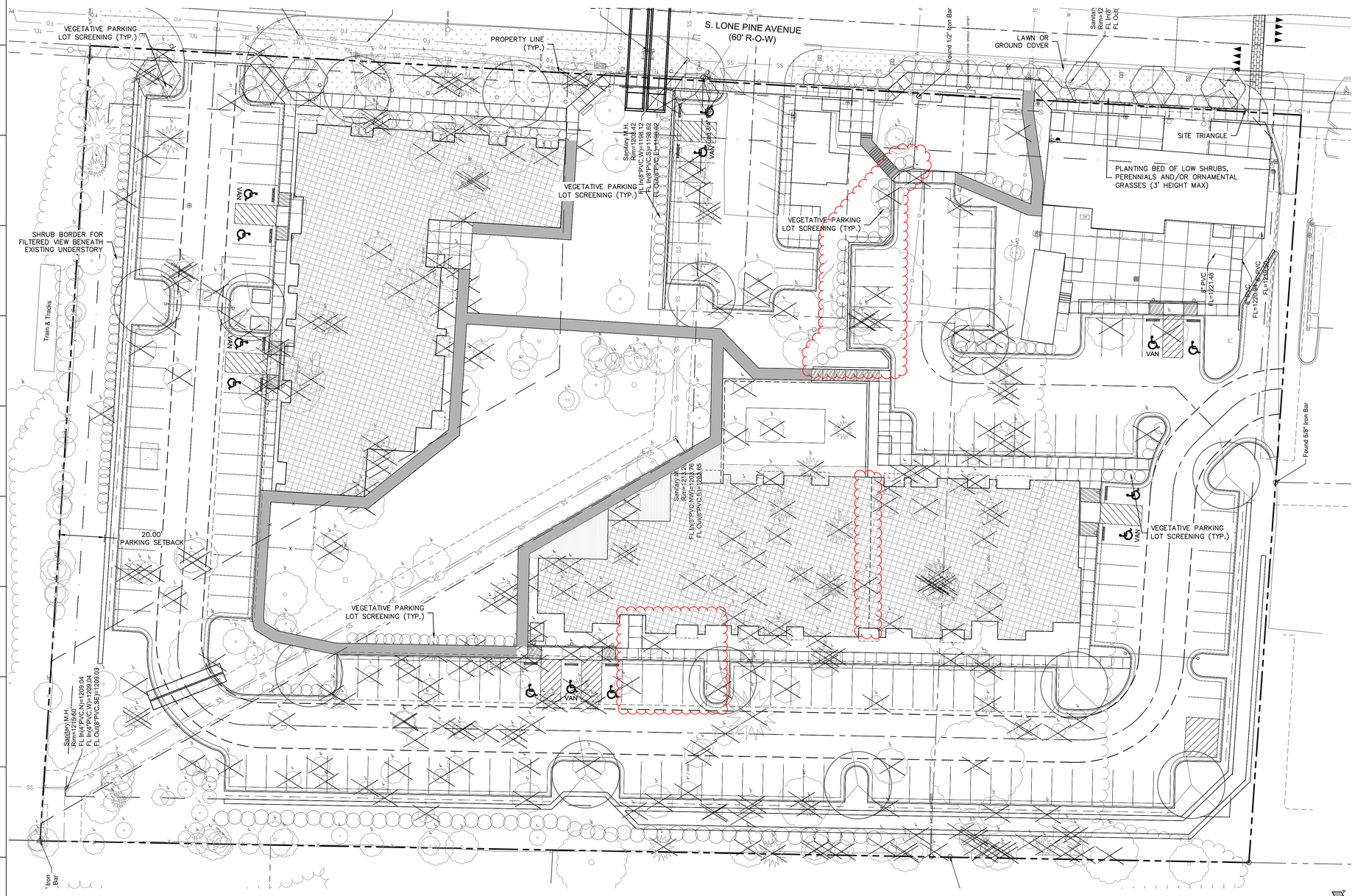
EXISTING TREES TO BE REMOVED. ALL OTHER EXISTING TREES TO BE PRESERVED. (SEE EXISTING TREE REMOVAL TABLE FOR SIZE AND QUANTITY OF REMOVED TREES)

NEW UNDERSTORY TREE

NEW CANOPY/STREET TREE

SHRUB

AREA RESERVED FOR PLANTING BED



Existing Tree Removal Table

Size	Number Removed
6"	46
7"	32
8"	31
9"	32
10"	34
11"	9
12"	31
13"	19
14"	5
15"	12
16"	10
17"	4
18"	4
20"	5
21"	1
22"	4
24"	4
28"	1
30"	2
38"	1
40"	1
42"	1
52"	1
389 EXISTING TREES ONSITE	
287 EXISTING TREES REMOVED	
102 EXISTING TREES TO REMAIN	

N

0' 10' 20' 40'
SCALE IN FEET

1-800-DIG-RITE OR 811
www.mo1call.com

olsson

Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806 TEL 417.890.8802 www.olsson.com
Olsson #020-0425

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM
CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 08.28.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL

STATE OF MISSOURI
JANE K. DONEY EARNHART
NUMBER LA-00013
LANDSCAPE ARCHITECT

JANE K. DONEY EARNHART
LANDSCAPE ARCHITECT
MO# LA–00013

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

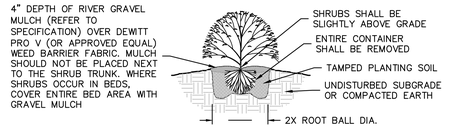
PRELIMINARY LANDSCAPE PLAN

SHEET
C3.0

DWG: F:\2020\0001-0500\020-0425\MS-Design\AutoCAD\Preliminary Plans\Sheets\ONCV\C_LSC01_0200425.dwg USER: rjungbauer
DATE: Aug 27, 2020 5:14pm XREFS: C_PPATT_0200425 C_PPLSE_0200425 C_PPTBL_0200425 H2BASM V_ISHD_0200425 V_17090_0200425

SODDING NOTES:

1. ALL DISTURBED AREAS SHALL BE SODDED WITH TURF-TYPE TALL FESCUE SOD (WITH A MINIMUM OF 3 CULTIVARS).
2. ALL AREAS DESIGNATED TO RECEIVE TEMPORARY SEED SHALL REFER TO EROSION CONTROL PLAN.
3. ALL LAWN AREAS SHALL RECEIVE A MINIMUM 6-INCH DEPTH OF TOPSOIL COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
4. THE ENTIRE SURFACE TO BE SODDED SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS, OR OTHER DEBRIS.
5. SOD SHALL BE MACHINE STRIPPED AT A UNIFORM SOIL THICKNESS OF APPROXIMATELY ONE INCH (PLUS OR MINUS 1/4-INCH). THE MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH, AND SHALL BE DETERMINED AT THE TIME OF CUTTING IN THE FIELD. PRECAUTIONS SHALL BE TAKEN TO PREVENT DRYING AND HEATING. SOD DAMAGED BY HEAT AND DRY CONDITIONS, AND SOD CUT MORE THAN 18 HOURS BEFORE BEING INCORPORATED INTO THE WORK SHALL NOT BE USED.
6. HANDLING OF SOD SHALL BE DONE IN A MANNER THAT WILL PREVENT TEARING, BREAKING, DRYING AND OTHER DAMAGE. PROTECT EXPOSED ROOTS FROM DEHYDRATION. DO NOT DELIVER MORE SOD THAN CAN BE LAID WITHIN 24 HOURS.
7. MOISTEN PREPARED SURFACE IMMEDIATELY PRIOR TO LAYING SOD. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE INSTALLING SOD. FERTILIZE, HARROW OR RAKE FERTILIZER IN THE TOP 1-1/2-INCHES OF TOPSOIL, AT A UNIFORM RATE OF ONE POUND OF NITROGEN PER 1000 S.F.
8. SOD SHALL BE CAREFULLY PLACED IN THE DIRECTION PARALLEL WITH THE SLOPE OF THE AREA TO BE SODDED. SOD STRIPS SHALL BE BUTTED TOGETHER BUT NOT OVERLAPPED WITH THE SEAMS STAGGERED ON EACH ROW.
9. FERTILIZER SHALL BE 20-10-5 COMMERCIAL FERTILIZER OF THE GRADE, TYPE, AND FORM SPECIFIED AND SHALL COMPLY WITH THE RULES OF THE STATE OF MISSOURI DEPT. OF AGRICULTURE. FERTILIZER SHALL BE IDENTIFIED ACCORDING TO THE PERCENT N, P, K, IN THAT ORDER.
10. ALL SOD ON SLOPES GREATER THAN 5:1 AND WITHIN DETENTION AREAS SHALL BE STAKED.
11. SATURATE SOD WITH FINE WATER SPRAY WITHIN TWO HOURS OF PLANTING. DURING FIRST WEEK AFTER PLANTING, WATER DAILY OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN MOIST SOIL TO A MINIMUM DEPTH OF FOUR INCHES BELOW SOD.
12. CONTRACTOR SHALL PROVIDE FULL MAINTENANCE FOR SODDED TURF GRASS FOR A PERIOD OF 30 DAYS AFTER THE DATE OF FINAL ACCEPTANCE. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, WELL-ROOTED, EVEN-COLORED, VIABLE TURF MUST BE ESTABLISHED. THE TURF GRASS SHALL BE FREE OF WEEDS, OPEN JOINTS, BARE AREAS, AND SURFACE IRREGULARITIES.

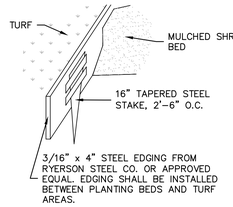


SHRUB PLANTING DETAIL
NOT TO SCALE

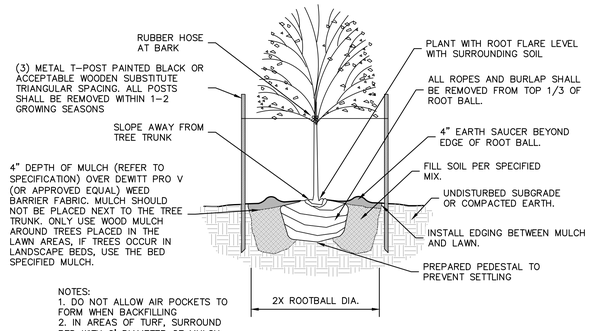
NOTES:
1. MINIMUM ROOT SPREAD TO BE IN ACCORDANCE WITH AAN STANDARDS
2. PRUNE DAMAGED LIMBS OR ROOTS AFTER INSTALLATION
3. MAKE SURE ROOTS DO NOT DRY OUT DURING INSTALLATION
4. SOAK GENEROUSLY TO COMPACT AND SETTLE

PLANTING NOTES:

1. ALL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES.
2. LOCATE AND FLAG ALL UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL PROTECT EXISTING OVERHEAD AND UNDERGROUND UTILITIES. ANY DAMAGE TO SUCH SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
3. PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE CITY AND LOCAL GOVERNING BODIES. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN.
4. PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ALL CHANGES OR SUBSTITUTIONS MUST BE APPROVED BY THE CITY OF SPRINGFIELD, MISSOURI AND THE LANDSCAPE ARCHITECT.
5. ALL PLANT MATERIAL SHALL BE NURSERY GROWN TO MEET MINIMUM SIZE AS SPECIFIED IN THE AMERICAN STANDARD FOR NURSERY STOCK ESTABLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION (ANLA). THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
6. ALL TREES SHALL BE CALIPERED AND ANY UNDERSIZED TREES SHALL BE REJECTED. SPECIFIED CALIPER MEASUREMENT FOR TREES SHALL BE MEASURED AT 6" ABOVE THE GRADE.
7. PLANTING OF TREES, SHRUBS, SODDED AND SEEDED TURFGRASS SHALL BE COMMENCED DURING EITHER THE SPRING (MARCH 1-JUNE 1) OR FALL (SEPTEMBER 1 – NOVEMBER 1) PLANTING SEASON AND WITH WATER AVAILABLE FOR IRRIGATION PURPOSES.
8. CONTRACTOR SHALL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL HAVE THE LANDSCAPE ARCHITECT APPROVE ALL STAKING PRIOR TO INSTALLATION. FIELD ADJUSTMENTS MAY BE NECESSARY BASED UPON FIELD CONDITIONS (I.E. ROOT BALL AND DROP INLET CONFLICT). ALL ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
9. THE LANDSCAPE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
10. A PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL SHRUB BEDS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
11. BACKFILL ALL PLANTING BEDS TO A MINIMUM 12-INCH DEPTH WITH PLANTING SOIL MIX. PLANTING SOIL MIX SHALL CONSIST OF ONE (1) PART PERLITE, ONE (1) PART PEAT MOSS, AND TWO (2) PARTS CLEAN LOAM TOPSOIL. THOROUGHLY MIX PLANTING SOIL COMPONENTS PRIOR TO PLACEMENT.
12. ALL LANDSCAPE PLANTING AREAS, EXCLUDING TURF AREAS SHALL BE MULCHED AS NOTED ON PLANS.
13. ALL LANDSCAPE AREAS DESIGNATED TO RECEIVE ROCK MULCH SHALL BE MULCHED TO A DEPTH OF 4" WITH ROCK MULCH PER SPECIFICATIONS.
14. STEEL LANDSCAPE EDGING IS TO BE USED ON ALL LANDSCAPE BEDS ABUTTING SODDED AREAS AND TO SEPARATE ROCK MULCH AREAS FROM HARDWOOD MULCH AREAS.
15. LANDSCAPE CONTRACTOR IS TO BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL THE ACCEPTANCE OF THE PROJECT HAS TAKEN PLACE. ANY MATERIAL WHICH DIES, OR DEFOLIATES (PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND REPLACED.
16. THE CONTRACTOR WILL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. CONTRACTOR WILL MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).



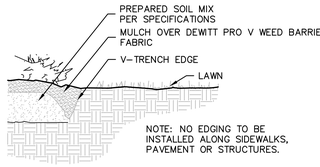
STEEL EDGING DETAIL
NOT TO SCALE
(TO BE USED BETWEEN SHRUB BEDS AND LAWN AREAS)



NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
2. IN AREAS OF TURF, SURROUND BED WITH 6' DIAMETER OF MULCH

DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION



"V" TRENCH EDGING DETAIL
TO BE USED AROUND TREES PLACED IN LAWN AREAS
NOT TO SCALE

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806 TEL 417.890.8802 www.olsson.com
Olsson #020-0425

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM
CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 07.06.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL

STATE OF MISSOURI
JANE K. DONEY EARNHART NUMBER LA-00013
LANDSCAPE ARCHITECT
07-06-2020

JANE K. DONEY EARNHART
LANDSCAPE ARCHITECT
MO# LA-00013

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

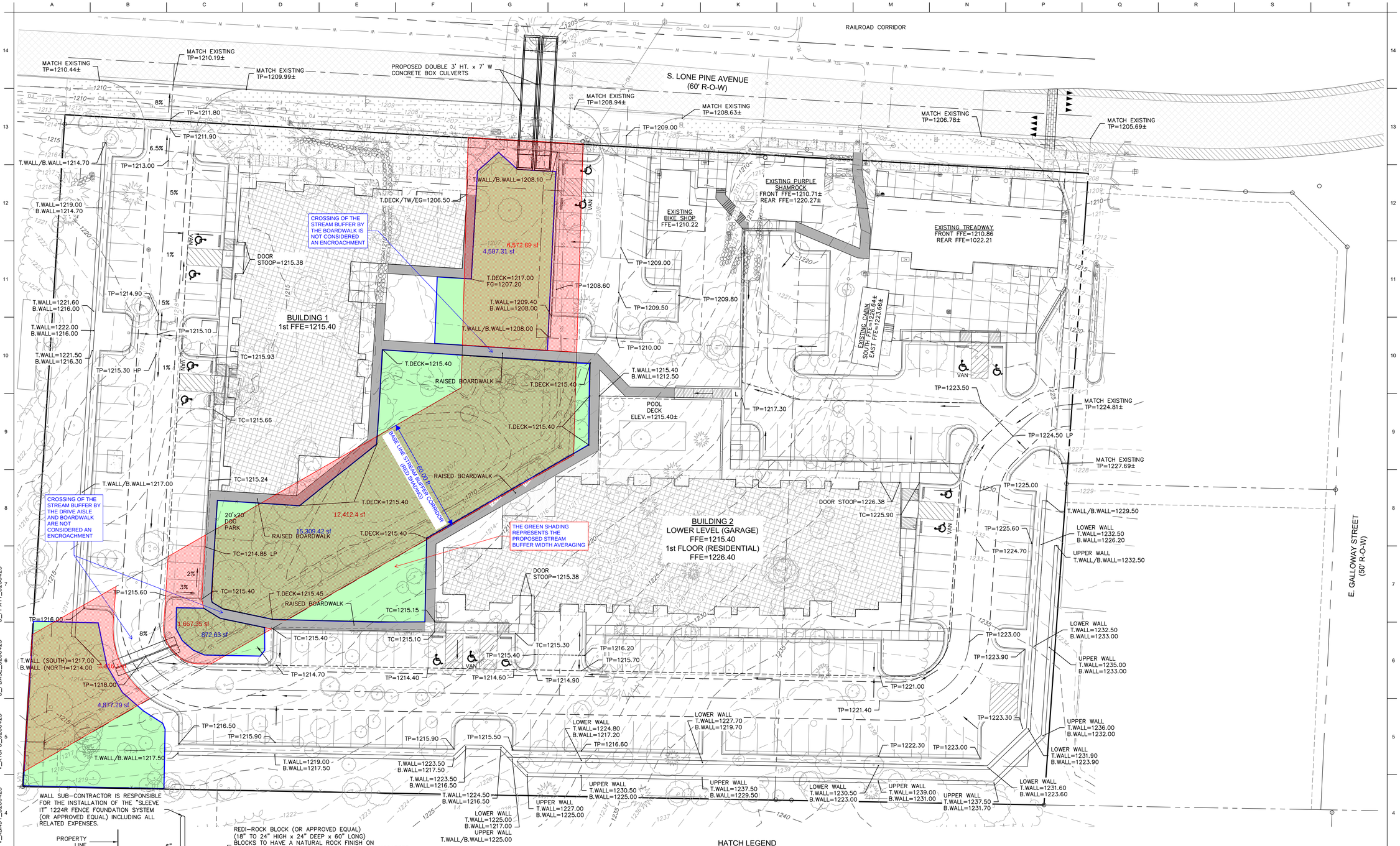
PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

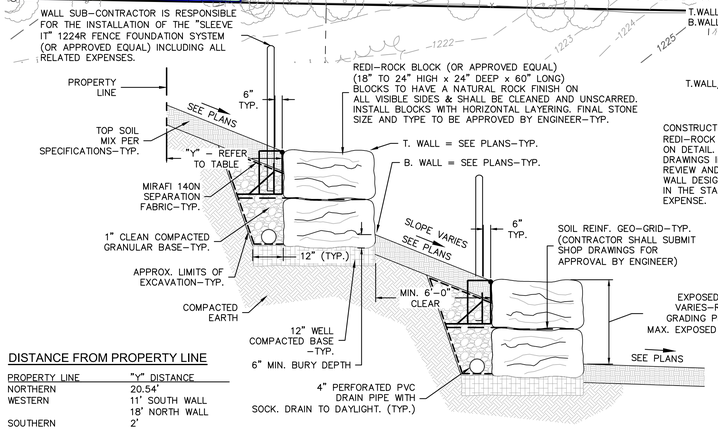
NOTES AND CALCULATIONS

SHEET
C3.1

DWG: F:\2020\0001-0500\020-0425\MS-Design\AutoCAD\Preliminary Plans\Sheets\ANCHOR_LSC01_020425.dwg USER: rjunghauser
DATE: Jul 16, 2020 12:06pm XREFS: C_PBASE_0200425 C_PPATT_0200425



WALL SUB-CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE "SLEEVE IT" 1224R FENCE FOUNDATION SYSTEM (OR APPROVED EQUAL) INCLUDING ALL RELATED EXPENSES.



CONSTRUCT MODULAR BLOCK RETAINING WALL UTILIZING REDI-ROCK BLOCK (OR APPROVED EQUAL) AS NOTED ON DETAIL. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INCLUDING BLOCK SIZE AND COLOR FOR REVIEW AND APPROVAL PRIOR TO ACQUIRING MATERIAL. WALL DESIGN TO BE PROVIDED BY ENGINEER LICENSED IN THE STATE OF MISSOURI, AT THE CONTRACTOR'S EXPENSE.

TYPICAL NATURAL STONE RETAINING WALL DETAIL
NOT TO SCALE

DISTANCE FROM PROPERTY LINE

PROPERTY LINE	"Y" DISTANCE
NORTHERN	20.54'
WESTERN	11' SOUTH WALL 18' NORTH WALL
SOUTHERN	2'

HATCH LEGEND

- AREAS PROPOSED FOR BOARDWALK IN LIEU OF CONCRETE SIDEWALK
- PROPOSED PUBLIC SIDEWALK ALIGNMENT
- STREAM BUFFER AREA (EXCEPT FOR ALLOWABLE DRIVE AND BOARDWALK ENCROACHMENTS) APPROX. 24,067 SF (INCLUDES 3,416 +1,667 +12,412 +6,572)
- STREAM BUFFER AVERAGING PROPOSED - APPROX. 25,645 SF (INCLUDES 4,877 +872 +15,309 +4,587)

THE FINAL VERSION OF THE BUFFER AVERAGING WILL BE ACCURATELY CALCULATED (AND EASEMENTS PROVIDED) DURING THE DEVELOPMENT OF THE CONSTRUCTION DOCUMENTS.

LEGEND

1280	EXISTING CONTOUR
1280	PROPOSED CONTOUR
TP=1280.00	TOP OF PAVEMENT
TC=1280.00	TOP OF CURB
TW=1280.00	TOP OF SIDEWALK
GR=1280.00	FINISHED GROUND
TI=1280.00	TOP OF INLET
TB=1280.00	TOP OF DRAIN BASIN
FL=1280.00	FLOW LINE
GB=1280.00	GRADE BREAK
TCP=1280.00	TOP OF CONCRETE PAD
B.WALL=1280.00	BOTTOM OF WALL
T.WALL=1280.00	TOP OF WALL
T.DECK=1280.00	TOP OF BOARDWALK
	SPILL CURB
	ON-SITE STD. CURB
	FLOW DIRECTION
	FLOW LINE
	RIDGE LINE

ELECTRONIC MEDIA NOTE

COMPUTER AIDED DESIGN (CAD) FILES WILL BE PROVIDED TO THE CONTRACTOR UPON REQUEST. IN THE EVENT OF A CONFLICT BETWEEN CAD FILES AND HARD COPIES, THE PRINTED HARD COPY DRAWINGS ISSUED FOR THE PROJECT SHALL TAKE PRECEDENCE OVER THE CAD FILES.

BENCHMARKS:

BENCHMARK #1:
NORTHING=479704.7060
EASTING=1425046.9540
SQUARE CUT IN HEADWALL
ELEVATION=1208.38

BENCH MARK #2
USGS MONUMENT #D64
NORTHING=477,570.83
EASTING=1,424,925.26
ELEVATION=1185.74

N
0' 10' 20' 40'
SCALE IN FEET

1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com
Olsson #020-0425

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM
CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 07.06.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY GRADING PLAN

SHEET C2.0

DWG: F:\2020\0001-0500\020-0425\MS-Design\AutoCAD\Preliminary Plans\Sheets\GNSW\C_GR001_0200425.dwg USER: jjungbauer
DATE: Jun 08, 2020 3:46pm XREFS: C_PBK_0200425.dwg C_PPATT_0200425



MULTI-FAMILY DEV. MATRIX

5.4 LAND USE ACCESSIBILITY	1 POINT
5.5 CONNECTIVITY ANALYSIS	1 POINT
5.6 ROAD NETWORK EVALUATION	1 POINT
5.7 DESIGN GUIDELINES	6 POINTS
A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY	
1. PEDESTRIAN AMENITIES	PROVIDED
2. BUILDING SCALE & ARTICULATION	PROVIDED
3. BUILDING ORIENTATION & INT. LANDSCAPING	PROVIDED
4. AVOIDANCE OF BLANK WALLS	PROVIDED
B. PROVIDE A GOOD CIRCULATION SYSTEM	
1. INTERNAL CONNECTIVITY	PROVIDED
C. RESPECT THE NATRUAL ENVIROMENT	
1. USEABLE RECREATIONAL AREA/FACILITY	PROVIDED
2. AMENITIES	PROVIDED
3. PRESERVATION OF TREES	PROVIDED
OTHER OPPORTUNITIES OR CONSTRAINTS	
1. HOW MUCH HIGHER DENSITY EXISTS OR IS PLANNED/APPROVED FOR AREA?	1 POINT
2. DOES PROPOSAL SUPPORT REDEVELOPMENT/REVITALIZATION GOALS?	1 POINT
9. ARE THERE PHYSICAL OR OTHER NATURAL BARRIERS WITHIN 1/2 MILE OF THE SITE?	1 POINT
TOTAL OF POINTS	12 POINTS

- 12 POINTS THROUGH BASE CALCULATIONS ALLOWS 24 UNITS PER ACRE.

BONUS DENSITY (DWELLING UNITS/ACRE INCREASES)

- MEETS CRITERIA FOR MIXED-USE DEVELOPMENT +3 DU/A

BASE CALCULATION (24 DU/A) + BONUS DENSITY (3 DU/A) EQUALS TOTAL 27 DWELLING UNITS PER ACRE.

4.16 ACRES AT 27 UNITS PER ACRE EQUALS 112 UNITS. DEVELOPMENT PLAN PROPOSES 100 UNITS.

GENERAL CODE INFO.

GOVERNING CODES

BUILDING CODE	2018 IBC
MECHANICAL CODE	2018 IMC
PLUMBING CODE	2018 IPC
ELECTRICAL CODE	2017 NEC
ENERGY CODE	2018 IECC
ACCESSIBILITY CODE	2009 ICC/ANSI A117.1

CODE DATA

PRIMARY USE GROUPS	B, BUSINESS R-2, RESIDENTIAL
ACCESSORY USE GROUPS	S-2, STORAGE
CONSTRUCTION TYPE	5A

BUILDING 1 (NORTH)

TOTAL AREA 1ST FLOOR	11,797 S.F.
TOTAL AREA 2ND FLOOR	11,797 S.F.
TOTAL AREA 3RD FLOOR	7,541 S.F.
TOTAL AREA 4TH FLOOR	7,541 S.F.

BUILDING 2 (WEST)

TOTAL AREA GROUND FLOOR	8,024 S.F.
TOTAL AREA 1-3 FLOORS	14,226 S.F. EA.
TOTAL AREA 4TH FLOOR	6,202 S.F.

FIRE PROTECTION

SPRINKLER	
BUILDING 1 (NORTH)	S13R
BUILDING 2(WEST)	S13R
FIRE ALARMS	YES
EMERGENCY LIGHTING	YES

GENERAL BUILDING HEIGHT + AREA

ALLOWABLE AREA (TABLE 506.2)	PER STORY
TYPE CONSTRUCTION	5A
OCCUPANCY	R-2
SPRINKLER	S13R
ALLOWABLE AREA	12,000 SF
FRONTAGE INCREASE (12,000 X 0.75)	9,000 SF
TOTAL ALLOWABLE AREA	**21,000 SF**
ALLOWABLE HEIGHT (TABLE 504.3)	**60 FEET**
ALLOWABLE STORIES ABOVE GRADE(TABLE 504.4)	**4**

4A A101 OVERALL PLAN

scale: 1" = 20'-0"

N

KEYNOTE - LEGEND	
Character	Note Text
A1	MULTI-FAMILY BUILDING 1
A2	MULTI-FAMILY BUILDING 2
A3	EXISTING BUILDING, 3521 S. LONE PINE AVE.
A4	EXISTING BUILDING, 3527, S. LONE PINE AVE.
A5	EXISTING BUILDING, 3535, S. LONE PINE AVE.
A6	EXISTING BUILDING, 3535, S. LONE PINE AVE.
A7	COVERED PARKING STRUCTURE
A8	PATIO
A9	POOL
A10	ENTRY STAIRWELL
A11	ELEVATOR
A13	MAIN ENTRY
A14	LOBBY, AMENITIES & LEASING OFFICE
A15	PATIO SPACE
A16	FITNESS CENTER/AMENITIES
A17	PRIVACY GATE
A18	PROPOSED MONUMENT SIGN LOCATION

RECREATIONAL SPACE CALCULATION

TOTAL SITE AREA - 4.16 ACRE = 180,995 SF

RECREATION SPACE W/ <10% GRADE - 13,164 SF (7%)

RECREATION SPACE W/ >10% GRADE - 19,912 SF (11%)

TOTAL RECREATION SPACE - 33,076 SF (18%)

GARAGE LEVEL REMOVED

hdesigngroup
architecture + design

5039 S National Avenue I Springfield, MO 65810 I 417.887.6595

OWNER

ELEVATION DEVELOPMENT CO.

PROJECT TEAM

CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 18-018 DRAWN BY: BGB
DATE: 08.28.2020 REVIEWED BY: BMS

PROFESSIONAL SEAL

STATE OF MISSOURI
BRENT M. STEVENS
NUMBER
MO A-2000151419
REGISTERED ARCHITECT

© 2020 H DESIGN GROUP, LLC

THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE

ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535,3527,3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

EXHIBIT 9 - RECREATIONAL SPACE

SHEET
A101

Elevation Development Co.
Lone Pine & Galloway
Site and Landscape Design Narrative

SITE DESIGN ASSUMPTIONS

Setback: Lone Pine is a Collector, which typically has a 60' r/w width. Measuring from the centerline, 30' + 25' = 55' setback from centerline

Stream Buffer: Jane Earnhart had a discussion with Julie Hawkins on 3/6/2020. Since the "stream" area has already been disturbed by the former installation of the public sanitary sewer main as well as the dam to create the pond, and no well-defined stream channel exists, the buffer was established by drawing a line parallel to and 7.5' south/west of the existing sanitary sewer line, and then offsetting this line 60' to the north/east. This creates a baseline area for a 60' stream buffer.

Pond Outlet: The existing pond overtops near the southeast portion of the pond but does not have a well-defined route toward the existing culvert under Lone Pine. We are proposing to slightly re-route this overflow. Once it is east the existing trees, we have shown it to be realigned as a swale toward the culvert. Following regrading of this area, we will install new trees that are tolerant of both wet and dry conditions. To better understand the existing outfall, walking the site is helpful.

Building FFE's:
Based on our initial calculations, the 100-yr WSE at the pond is 1213.4, and at the existing upstream end of the Lone Pine culvert the 100-yr WSE is 1211.2. The lowest FFE for Building 1 is 1217.0. The lowest FFE for Building 2 (garage level) is 1215.4 to achieve a 2' freeboard above the pond 100-yr WSE.

SITE DESIGN NARRATIVE

Public Street and Sidewalk:

Street – Earl Newman has had a great deal of coordination with Derrick Estell regarding the traffic analysis and roadway improvements. We have depicted the coordinated widening on the southern end of the site. The existing 24' wide street will widen to 34' over a 50 linear foot taper. The west side of Lone Pine Avenue will widen 6' and the east side will widen 4'. This has been coordinated to ensure the improvement is clear of the railroad corridor. No curb and gutter is required. It is our understanding that the Galloway Street Improvements and round-about will be constructed following this widening.

Sidewalk - To preserve as many trees as feasible along Lone Pine Avenue, we have shifted the alignment of the public sidewalk onto private property within the northern portion of the site. Not only will this preserve the trees, those walking on the sidewalk will feel safer further from the Lone Pine (especially when the quarry trucks are on the street). We acknowledge this is non-standard, and that it will require a sidewalk easement to be given by the developer to the City.

Stream Buffer - Encroachments and Mitigation:

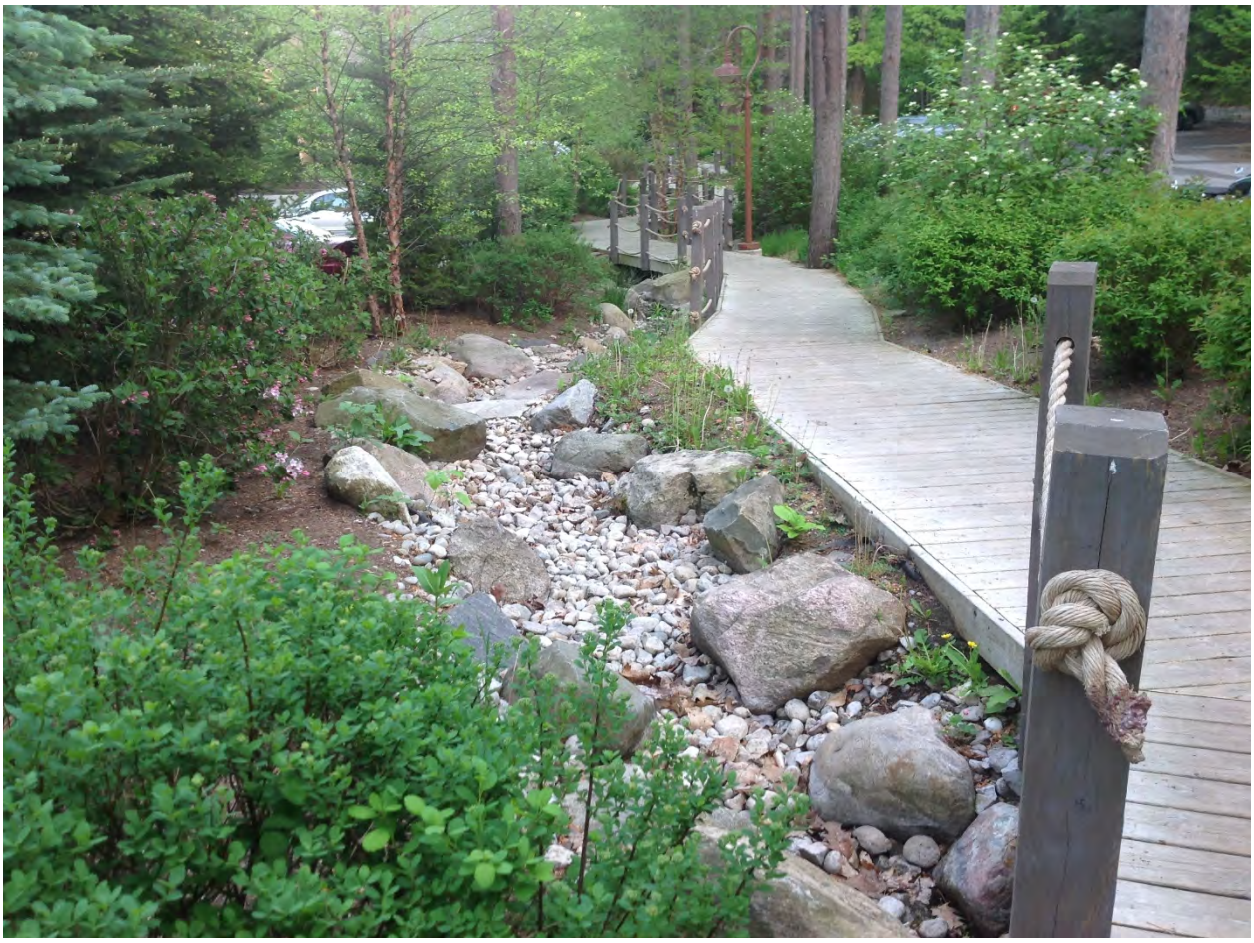
Please see the Stream Buffer Exhibit that illustrates the baseline 60' wide stream buffer in red, and the proposed buffer/mitigation area in green. The green area is intended to offset the square feet of site development encroachments (excluding the crossings of the buffer by the drive aisle, boardwalk and sidewalk). We also calculated the needed replacement trees on the planting plan. This quantity is subject to change as detailed engineering is finalized.

Retaining Walls:

Retaining walls are needed along the northern, western and southern boundaries for grading. We have followed the Galloway Guidelines for the height of and spacing between the walls (8’ ht. max., and 6’ between walls min.). A typical wall section is included on the grading plan to illustrate the intent of the height, spacing, material, etc.

Grading:

The engineering, landscape, and architectural staff have worked closely together for months to develop a layout that considers the storm water, stream buffer, trees on adjacent properties, Galloway Guideline, and proposed elements within the site. To minimize both land disturbance and retaining walls we have proposed raised decks/boardwalks within the central portion of the site in lieu of typical concrete sidewalk. Below are images of boardwalk examples. Our boardwalk T.Deck (top walking surface of deck) and B.Deck (finish grade below the deck) call-outs reflect this on the submittal.





Tree Removal & Tree Protection:

The site layout was developed to protect the neighboring trees as well as the trees within the steam buffer. We have depicted a proposed a non-standard public sidewalk location to protect trees along Lone Pine. The sidewalk will jog from public property to private property to work with the existing terrain and tree locations.

Many of the mitigation trees will be planted east of the existing pond (in the area that is currently open)

Landscape:
The final locations of all new plantings will evolve during the course of final design, and will be a part of the Final Development Plan. The planting plan calculations are as follows:

Buffer yards

- North - no buffer yard requirement abutting PD 264
- East – no buffer yard requirement abutting public street r/w and public railroad r/w
- South – no buffer yard requirement abutting General Retail (GR)
- West – Abutting R-SF – Bufferyard C Required Plantings per 100 Linear Feet
  - 1 Canopy Trees
  - 2 Understory Trees
  - 2 Evergreen Trees
  - 10 Shrubs

Required = 536 linear feet = 6 canopy trees, 11 understory trees, 11 evergreen trees, 54 shrubs

Parking Lot Perimeter Green

- Along Lone Pine Avenue, per 100 linear feet:
  - 1 canopy tree
  - 1 understory tree
  - 1 evergreen or ornamental tree
  - 4 shrubs

Required = 108 linear feet of parking lot frontage = 2 canopy trees, 2 understory trees, 2 evergreen or ornamental trees, 5 shrubs

Parking Lot Interior Green

- 5% of Vehicular surface area
  Vehicular Area = 61,359 SF
  Required 5% Interior Green = 3,068 SF, and 12 Canopy Trees

Parking Lot Headlight Screening

- Parking abutting residential use shall have screening of not less than 4' height.
- Screening may be a solid wall, solid wood fence, berm and/or evergreen hedge.

The proposed development will be lower in elevation than the neighboring properties, therefore the retaining wall will function as the headlight screening.

Apartment Development Tree Preservation

For tree area removed, a maximum of 7 trees (2" caliper) per acre is required for reforestation. Approximately 2+/- acres of tree clearing is expected, therefore 14+/- trees will be required to be planted.

PD Open Space Requirements

20% Open Space Require: Total site area 183,682 SF x 20% = 36,736 SF Required
Landscape Required per 500 SF of Required Open Space: 1 canopy tree and 6 shrubs
Required = 74 canopy trees and 441 shrubs

We are proposing to use as many native (or climate tolerant) species as possible. Below is a partial listing of our proposed plant species. This list will evolve over the course of final design, and the finalized version will be a part of the Final Development Plan.

Canopy Trees:

Gleditsia triacanthos var. 'inermis ' Skyline' - Skyline Thornless Honeylocust
Nyssa sylvatica 'Wildfire' – Wildfire Black Gum
Lirodendron tulipifera – Tulip tree
Quercus coccinea – Scarlet Oak
Quercus nigra – Water Oak
Ulmus Americana 'Princeton' – Princeton Elm
Cladrastis kentukea – Yellowwood

Understory trees:

Cercis canadensis 'Forest Pansy' – Redbud
Ostrya virginiana – Eastern Hophornbeam/ Ironwood
Amelachier arborea – Serviceberry
Chionanthus virginicus - Fringe Tree

Shrubs:

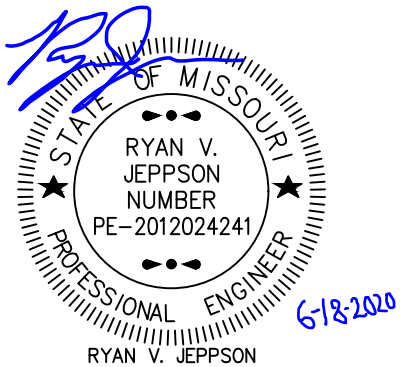
Illex glabra – Inkberry Holly
Illex verticilliata – Winterberry
Physicarpus opulifolius – Ninebark
Rhus aromatica – Fragrant sumac
Itea virginica – Virginia Sweetspire

PLANNED DEVELOPMENT
ENGINEER'S REPORT
FOR
ELEVATION DEVELOPMENT CO.
LONE PINE AND GALLOWAY
SPRINGFIELD, MISSOURI

Prepared for:

ELEVATION DEVELOPMENT CO.
641 S. Pickwick Avenue
SPRINGFIELD, MISSOURI 65802
PHONE: 417-576-4124

June 18, 2020



RYAN V. JEPPSON
PROFESSIONAL ENGINEER
MO# PE-2012024241

Prepared By: Brett Mahan
Reviewed By: Ryan Jeppson, P.E.
Olsson, Inc.
550 St. Louis St.
Springfield, MO 65806
Missouri Engineering Certificate of Authority #001592

TABLE OF CONTENTS

INTRODUCTION:.....1
WATER SUPPLY SOURCE AND PROPOSED DISTRIBUTION: 1
SANITARY SEWER: 1
STORMWATER RUNOFF: 1
STORM WATER QUALITY TREATMENT: 2
PUBLIC STREET IMPROVEMENTS.....5

LIST OF TABLES

TABLE 1. CULVERT PEAK FLOW RATES……1

LIST OF FIGURES

FIGURE 1 – OFFSITE DRAINAGE AREA EXHIBIT……6
FIGURE 2 – ONSITE POST DEVELOPMENT DRAINAGE EXHIBIT……7
FIGURE 3 – CITY OF SPRINGFIELD STREAM BUFFER EXHIBIT……....8
FIGURE 4 – CITY OF SPRINGFIELD SANITARY SEWER EXHIBIT……9

LIST OF APPENDICES

APPENDIX A – STORMWATER CALCULATIONS

INTRODUCTION:

The Developer is seeking to rezone four parcels of land located on the west side of Lone Pine Avenue just north of East Galloway Street. The subject properties are currently zoned R-SF, LB and GR and are proposed to be rezoned to a planned development that will support a mixed use. The lots will be conveyed under one owner, and a lot combination will be required pending the approval of the planned development. The following report discusses how design considerations for water, sanitary sewer, stormwater, and street improvements will be addressed

WATER SUPPLY SOURCE AND PROPOSED DISTRIBUTION:

The properties are currently serviced by a City Utilities water main located on the east side of Lone Pine Avenue. Water will be distributed onsite through separate domestic water and fire water lines. Both systems will be equipped with the required backflow devices and valves as required by the City of Springfield Building Department. The fire water distribution will be sized to accommodate the water demand needed for fire suppression as required by the City of Springfield Fire Department. There are no known water demand issues in the area.

SANITARY SEWER:

The project will discharge sanitary sewer to the City of Springfield sanitary sewer main located in an easement that crosses through the property. There are no known sewer capacity issues at this location.

STORMWATER RUNOFF:

Stormwater from approximately 80-acres drains to the northwest corner of the property. It then travels southeast to an existing pond located in the center of the northern most parcel. When the pond reaches capacity, it overtops to the east and flows to the existing 3'x4' box culvert that crosses beneath Lone Pine Avenue and discharges to the Galloway Creek floodplain. See Figure 1 for the offsite drainage area exhibit.

Development will be limited in the existing stream buffer located within the project boundary. Stormwater entering the site from the northwest will be intercepted by two 48" polypropylene culverts that will discharge to the existing pond. The existing 3'x4' box culvert will be replaced by two (2) 3'x7' RCB culverts that will convey stormwater more efficiently beneath Lone Pine Avenue to the east. Due to the project's proximity to the Galloway Creek floodplain, additional stormwater detention will not be provided. This will allow stormwater runoff from the site to move downstream before Galloway Creek reaches peak flow rates in the vicinity. Stormwater calculations for the 100-year storm event are provided in Appendix A. See Figure 2 for post development drainage area exhibit.

TABLE 1. CULVERT PEAK FLOW RATES

	100-YR (CFS)	25-YR (CFS)
NORTHWEST CULVERT	188	121
LONE PINE AVE CULVERT	206	133

STORM WATER QUALITY TREATMENT:

Underground stormwater chambers, along with the preservation of the existing stream buffer will be used to treat stormwater runoff from the new development. Stormwater runoff will be collected by three separate underground stormwater chambers that will filter trash and debris prior to discharging into the stream buffer. The water quality treatment volume calculations for each drainage area is provide on the following pages. See Figure 2 for drainage area boundaries and underground water quality chamber locations.

Water Quality Volume Calculation Worksheet
Short Cut Method (Claytor and Schueler, 1996)
Date: 04/16/2020

Project Name: GALLOWAY & LONE PINE DA 10
Description: Water Quality Volume

$$WQV\ (ft^3) = (P/12)(R_v)(A*43{,}560)$$

Where

P = rainfall depth = 1 inch
R_v = volumetric runoff coefficient = 0.05 + 0.009I
I = percent impervious cover (in percent, e.g. 80% = 80)
A = total site area in acres

P=	1 inch
A=	0.97 acres
Impervious Area=	0.68 acres
I=	70 %
Rv=	0.68

WQV=	**2394 cubic feet**
WQV=	**0.05 ac-ft**

Water Quality Volume Calculation Worksheet
Short Cut Method (Claytor and Schueler, 1996)
Date: 04/16/2020

Project Name: GALLOWAY & LONE PINE DA 20
Description: Water Quality Volume

$$WQV\ (ft^3) = (P/12)(R_v)(A^*43{,}560)$$

Where

P = rainfall depth = 1 inch
R_v = volumetric runoff coefficient = 0.05 + 0.009I
I = percent impervious cover (in percent, e.g. 80% = 80)
A = total site area in acres

P=	1	inch
A=	1.03	acres
Impervious Area=	0.76	acres
I=	74	%
Rv=	0.7142	

WQV=	**2670**	**cubic feet**
WQV=	**0.06**	**ac-ft**

Water Quality Volume Calculation Worksheet
Short Cut Method (Claytor and Schueler, 1996)
Date: 04/16/2020

Project Name: GALLOWAY & LONE PINE DA 30
Description: Water Quality Volume

$$WQV\ (ft^3) = (P/12)(R_v)(A*43{,}560)$$

Where

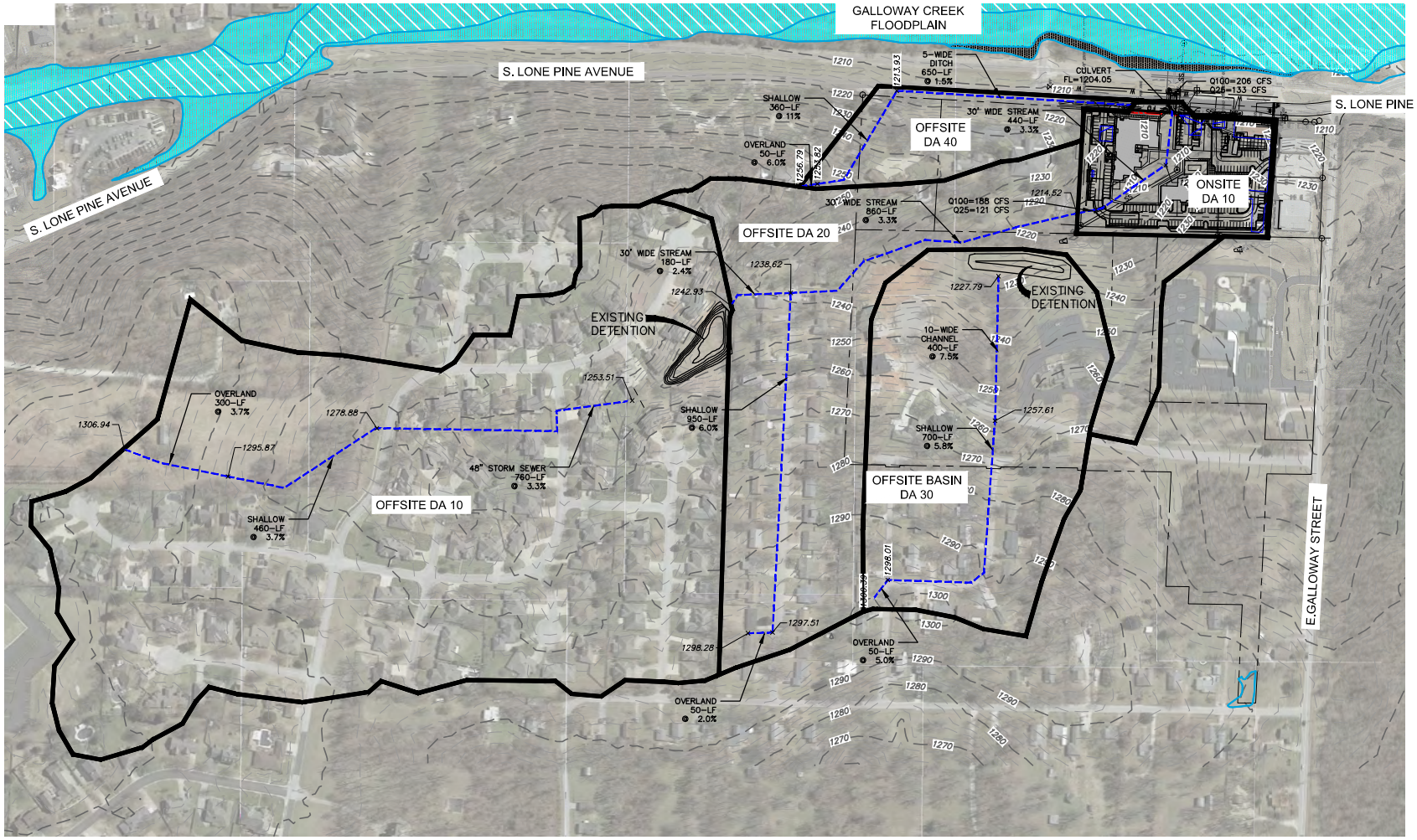
P = rainfall depth = 1 inch
R_v = volumetric runoff coefficient = 0.05 + 0.009I
I = percent impervious cover (in percent, e.g. 80% = 80)
A = total site area in acres

P=	1	inch
A=	1.57	acres
Impervious Area=	1.18	acres
I=	75	%
Rv=	0.725	

WQV=	**4132**	**cubic feet**
WQV=	**0.09**	**ac-ft**

PUBLIC STREET IMPROVEMENTS

See Preliminary Site Plan for existing and proposed sidewalk connections and driveway locations. Additional right-of-way will be required along the property frontage of Lone Pine Avenue.

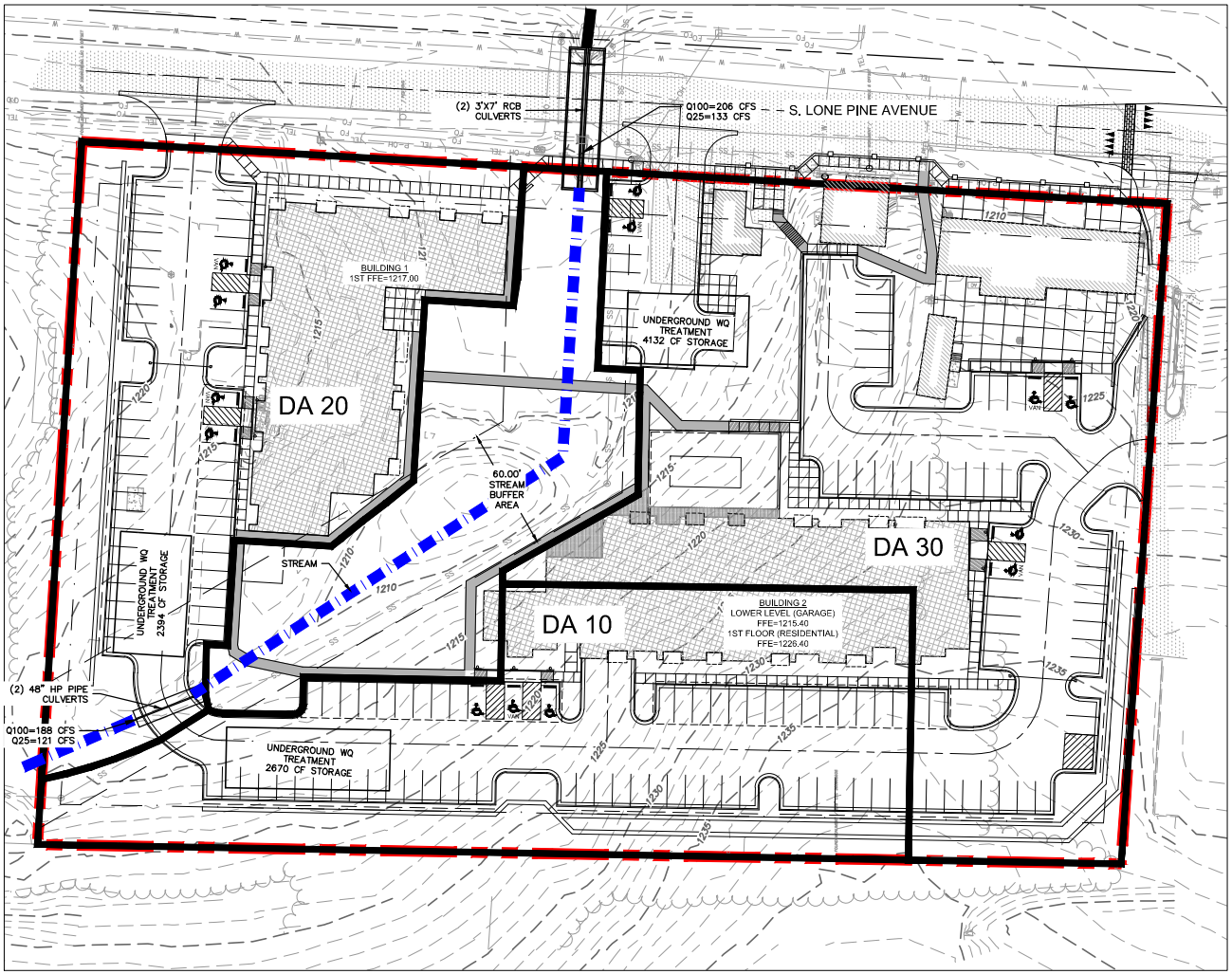


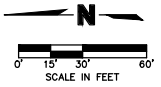
LEGEND

- DRAINAGE AREA BOUNDARY
- TIME OF CONCENTRATION PATH
- FEMA 100-YR FLOODPLAIN
- FEMA DESIGNATED FLOODWAY

SUMMARY TABLE			
SUBBASIN	AREA (AC)	CN	TC (MIN.)
OFFSITE DA 10	43.65	80	20.0
OFFSITE DA 20	20.30	79	9.7
OFFSITE DA 30	13.92	78	6.0
OFFSITE BASIN DA 40	3.77	87	7.2
ONSITE 10	4.23	92	5.0

PROJECT NO: 020-0425	OFFSITE DRAINAGE AREA EXHIBIT	olsson	FIGURE
DRAWN BY: RVJ	137 of 183	550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	1
DATE: 04/27/2020			





LEGEND

PROJECT BOUNDARY

DRAINAGE AREA BOUNDARY

STREAM FLOW PATH

PRE-DEVELOPMENT SUMMARY TABLE		
SUBBASIN	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)
DA 10	0.00	0.97
DA 20	0.08	0.95
DA 30	0.59	0.98
DA 40	0.00	0.58

POST-DEVELOPMENT SUMMARY TABLE		
SUBBASIN	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)
DA 10	0.68	0.29
DA 20	0.76	0.28
DA 30	1.18	0.40
DA 40	0.06	0.51

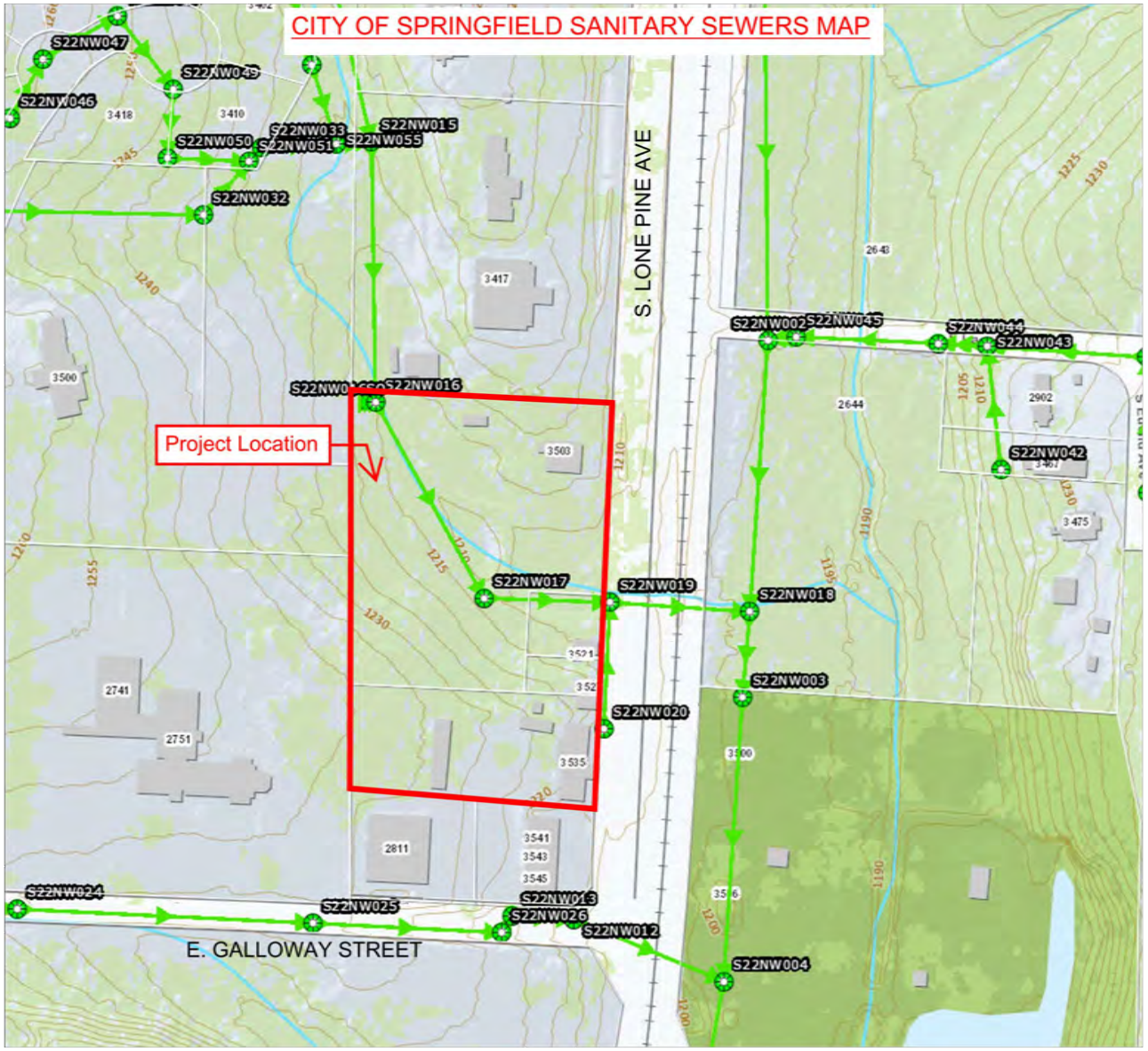
PROJECT NO: 020-0425 DRAWN BY: RVJ DATE: 06/18/2020	ONSITE POST DEVELOPMENT DRAINAGE AREA EXHIBIT	olsson 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	FIGURE 2



N

NOT TO SCALE

PROJECT NO: 020-0425 DRAWN BY: BMM DATE: 04/27/2020	CITY OF SPRINGFIELD STREAM BUFFER EXHIBIT	olsson 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	FIGURE 3



N

NOT TO SCALE

PROJECT NO: 020-0425 DRAWN BY: BMM DATE: 04/27/2020	CITY OF SPRINGFIELD SANITARY SEWER EXHIBIT	olsson 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	FIGURE 4

APPENDIX A

STORMWATER CALCULATIONS

Hydrology Calculations

Hydraflow Table of Contents

Watershed Model Schematic..... 1

100 - Year

Summary Report..... 2

Hydrograph Reports..... 3

Hydrograph No. 1, SCS Runoff, OFFSITE DA10..... 3

TR-55 Tc Worksheet..... 4

Hydrograph No. 2, SCS Runoff, OFFSITE DA20..... 5

TR-55 Tc Worksheet..... 6

Hydrograph No. 3, SCS Runoff, OFFSITE DA30..... 7

TR-55 Tc Worksheet..... 8

Hydrograph No. 4, SCS Runoff, OFFSITE DA 40..... 9

TR-55 Tc Worksheet..... 10

Hydrograph No. 5, SCS Runoff, ONSITE DA10..... 11

Hydrograph No. 6, Reservoir, OFFDA10 DETENTION..... 12

Pond Report - OFFDA 10 POND..... 13

Hydrograph No. 7, Reach, OFFDA10 THRU OFFDA20..... 14

Hydrograph No. 8, Reservoir, OFFDA30 DETENTION..... 15

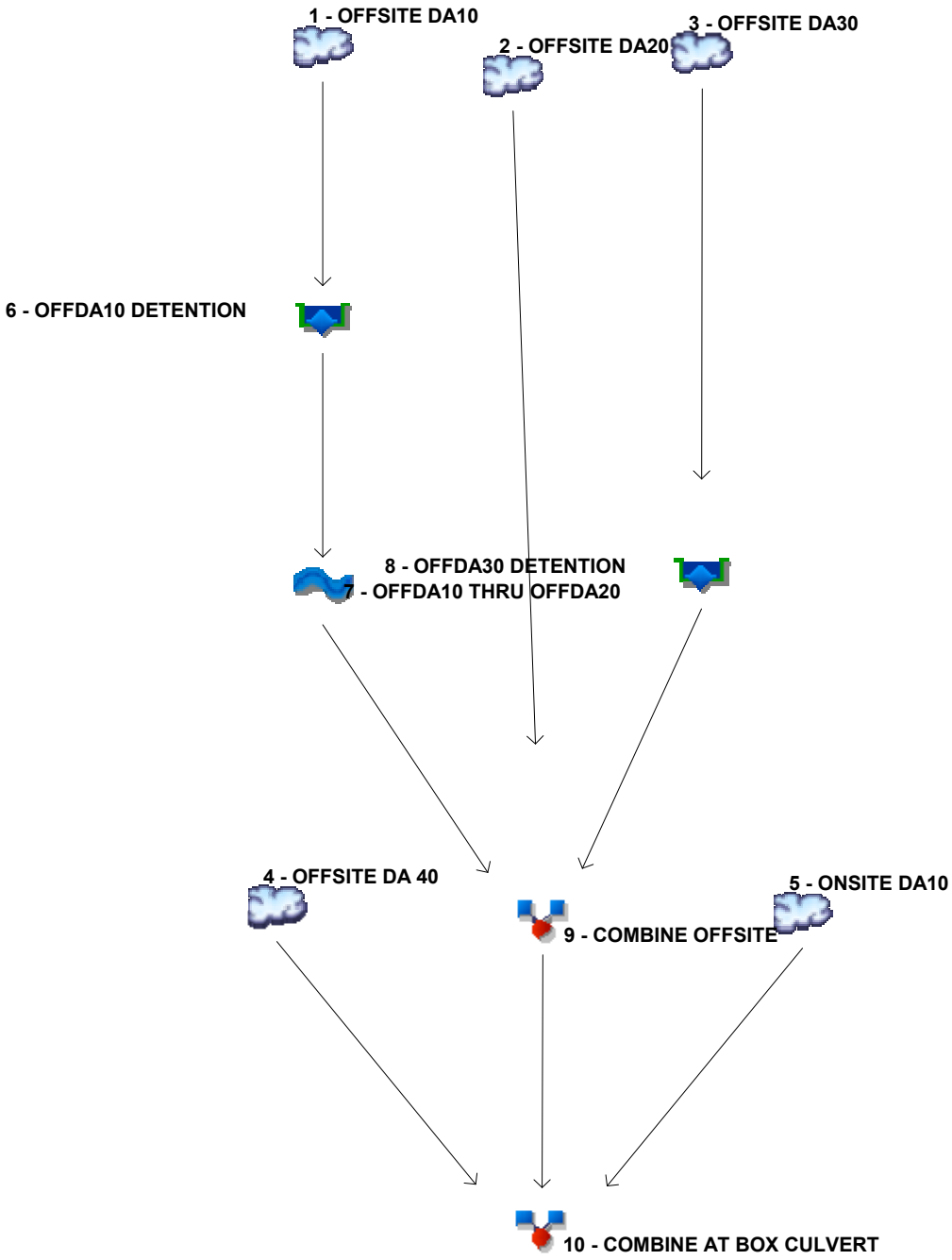
Pond Report - OFFDA 30 POND..... 16

Hydrograph No. 9, Combine, COMBINE OFFSITE..... 17

Hydrograph No. 10, Combine, COMBINE AT BOX CULVERT..... 18

IDF Report..... 19

Watershed Model Schematic



Legend

Hyd.	Origin	Description
1	SCS Runoff	OFFSITE DA10
2	SCS Runoff	OFFSITE DA20
3	SCS Runoff	OFFSITE DA30
4	SCS Runoff	OFFSITE DA 40
5	SCS Runoff	ONSITE DA10
6	Reservoir	OFFDA10 DETENTION
7	Reach	OFFDA10 THRU OFFDA20
8	Reservoir	OFFDA30 DETENTION
9	Combine	COMBINE OFFSITE
10	Combine	COMBINE AT BOX CULVERT

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

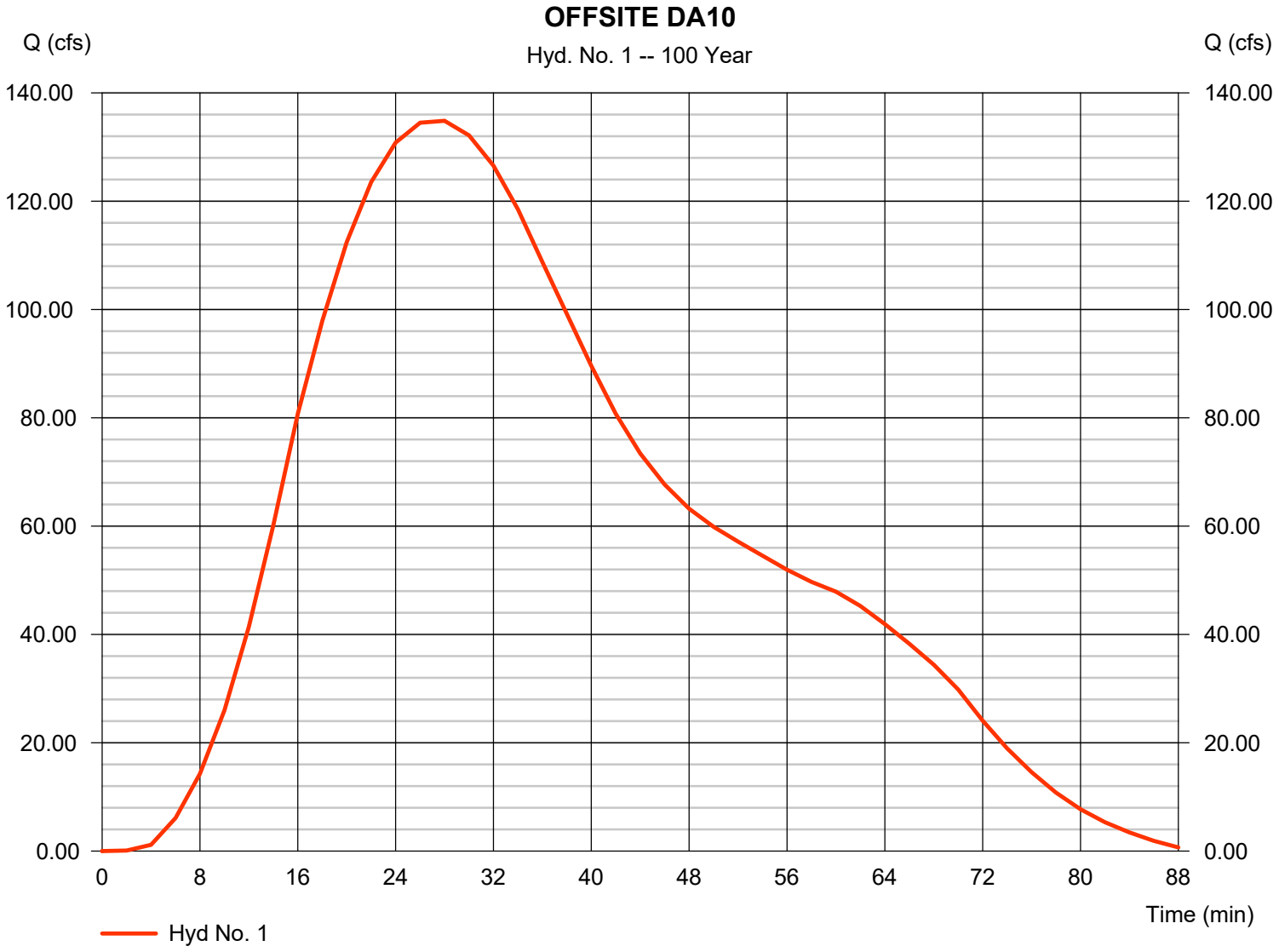
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	134.84	2	28	302,671	------	------	------	OFFSITE DA10
2	SCS Runoff	73.72	2	18	135,176	------	------	------	OFFSITE DA20
3	SCS Runoff	46.55	2	16	83,388	------	------	------	OFFSITE DA30
4	SCS Runoff	19.93	2	16	34,080	------	------	------	OFFSITE DA 40
5	SCS Runoff	28.83	2	10	41,950	------	------	------	ONSITE DA10
6	Reservoir	127.53	2	32	302,666	1	1246.88	48,851	OFFDA10 DETENTION
7	Reach	124.11	2	36	302,625	6	------	------	OFFDA10 THRU OFFDA20
8	Reservoir	30.17	2	26	83,386	3	1225.81	19,911	OFFDA30 DETENTION
9	Combine	188.24	2	32	521,187	2, 7, 8	------	------	COMBINE OFFSITE
10	Combine	206.24	2	32	597,218	4, 5, 9	------	------	COMBINE AT BOX CULVERT

Hydrograph Report

Hyd. No. 1

OFFSITE DA10

Hydrograph type	=	SCS Runoff	Peak discharge	=	134.84 cfs
Storm frequency	=	100 yrs	Time to peak	=	28 min
Time interval	=	2 min	Hyd. volume	=	302,671 cuft
Drainage area	=	43.650 ac	Curve number	=	80
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	20.00 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484



TR55 Tc Worksheet

Hyd. No. 1

OFFSITE DA10

Description	A		B		C		Totals
Sheet Flow							
Manning's n-value	= 0.150		0.011		0.011		
Flow length (ft)	= 300.0		0.0		0.0		
Two-year 24-hr precip. (in)	= 3.77		0.00		0.00		
Land slope (%)	= 3.70		0.00		0.00		
Travel Time (min)	**= 17.00**	**+**	**0.00**	**+**	**0.00**	**=**	**17.00**
Shallow Concentrated Flow							
Flow length (ft)	= 460.00		0.00		0.00		
Watercourse slope (%)	= 3.70		0.00		0.00		
Surface description	= Unpaved		Paved		Paved		
Average velocity (ft/s)	=3.10		0.00		0.00		
Travel Time (min)	**= 2.47**	**+**	**0.00**	**+**	**0.00**	**=**	**2.47**
Channel Flow							
X sectional flow area (sqft)	= 12.57		0.00		0.00		
Wetted perimeter (ft)	= 10.00		0.00		0.00		
Channel slope (%)	= 3.30		0.00		0.00		
Manning's n-value	= 0.013		0.015		0.015		
Velocity (ft/s)	=24.27						
			0.00				
					0.00		
Flow length (ft)	({0})760.0		0.0		0.0		
Travel Time (min)	**= 0.52**	**+**	**0.00**	**+**	**0.00**	**=**	**0.52**

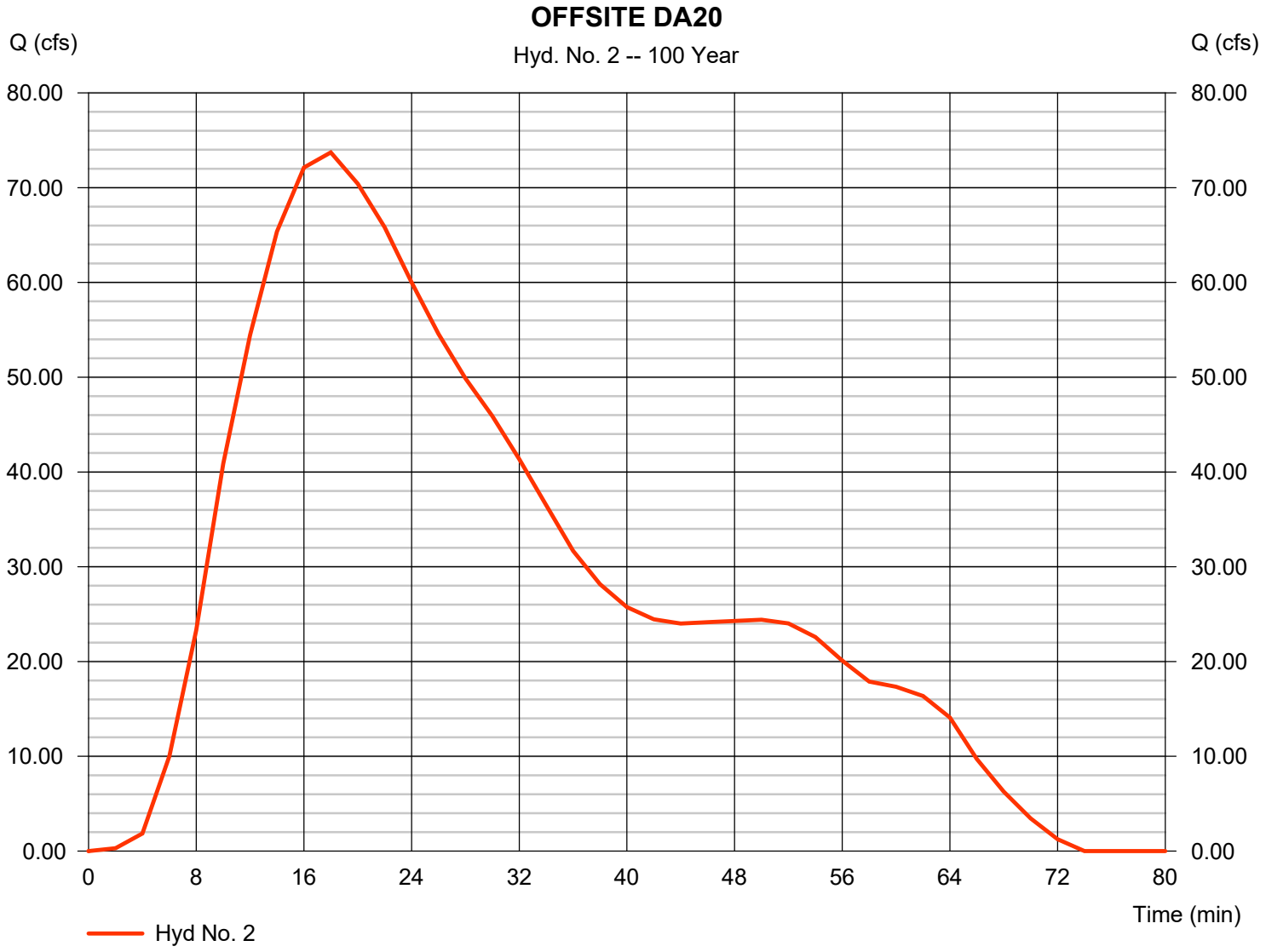
Total Travel Time, Tc ..... 20.00 min

Hydrograph Report

Hyd. No. 2

OFFSITE DA20

Hydrograph type	=	SCS Runoff	Peak discharge	=	73.72 cfs
Storm frequency	=	100 yrs	Time to peak	=	18 min
Time interval	=	2 min	Hyd. volume	=	135,176 cuft
Drainage area	=	20.300 ac	Curve number	=	79
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	9.70 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484



TR55 Tc Worksheet

Hyd. No. 2

OFFSITE DA20

Description	A		B		C		Totals
Sheet Flow							
Manning's n-value	= 0.150		0.011		0.011		
Flow length (ft)	= 50.0		0.0		0.0		
Two-year 24-hr precip. (in)	= 3.77		0.00		0.00		
Land slope (%)	= 2.00		0.00		0.00		
Travel Time (min)	**= 5.18**	**+**	**0.00**	**+**	**0.00**	**=**	**5.18**
Shallow Concentrated Flow							
Flow length (ft)	= 950.00		0.00		0.00		
Watercourse slope (%)	= 6.00		0.00		0.00		
Surface description	= Paved		Paved		Paved		
Average velocity (ft/s)	=4.98		0.00		0.00		
Travel Time (min)	**= 3.18**	**+**	**0.00**	**+**	**0.00**	**=**	**3.18**
Channel Flow							
X sectional flow area (sqft)	= 40.32		0.00		0.00		
Wetted perimeter (ft)	= 37.59		0.00		0.00		
Channel slope (%)	= 3.30		0.00		0.00		
Manning's n-value	= 0.035		0.015		0.015		
Velocity (ft/s)	=8.11						
			0.00				
					0.00		
Flow length (ft)	({0})650.0		0.0		0.0		
Travel Time (min)	**= 1.34**	**+**	**0.00**	**+**	**0.00**	**=**	**1.34**

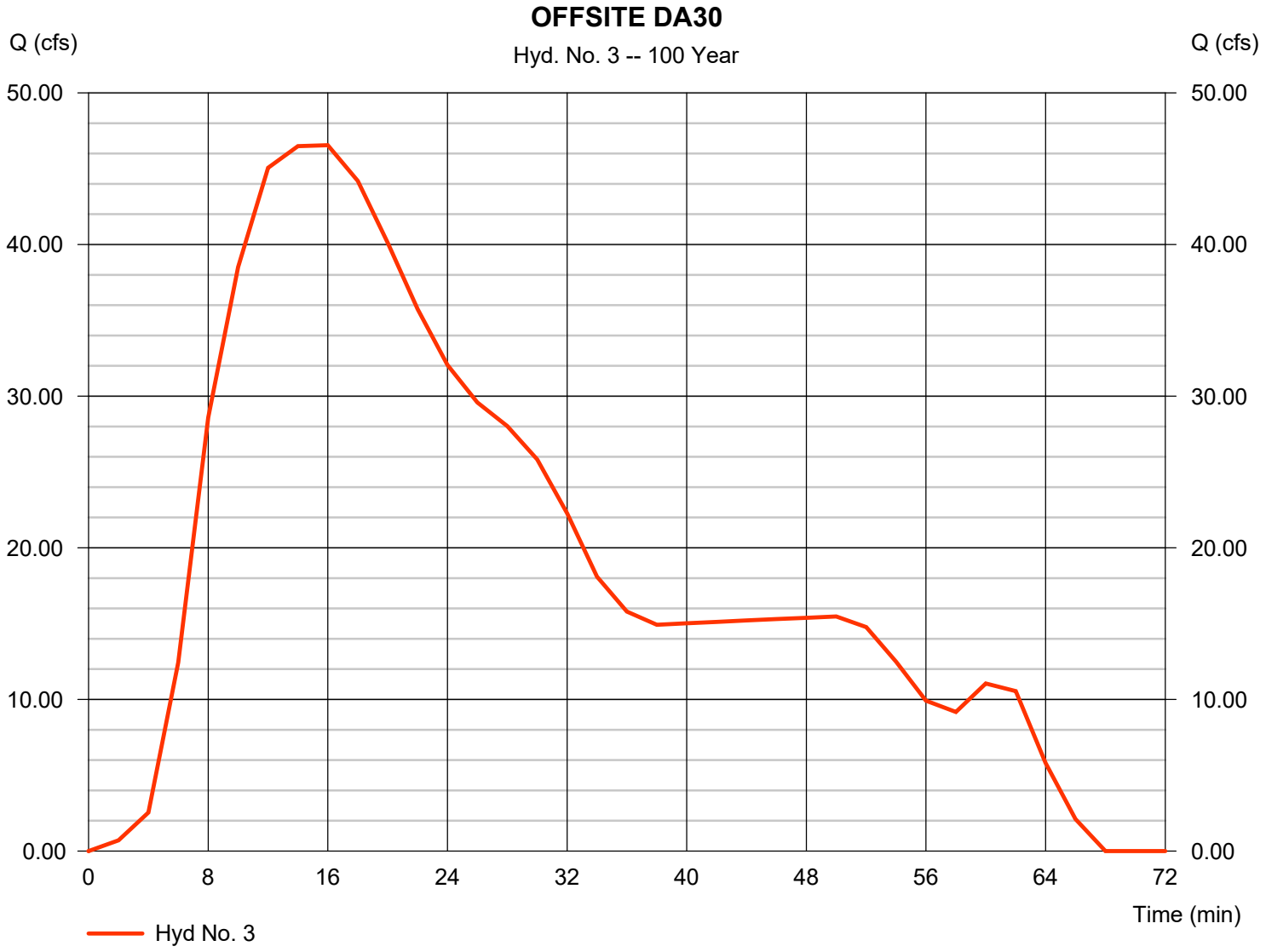
Total Travel Time, Tc ..... 9.70 min

Hydrograph Report

Hyd. No. 3

OFFSITE DA30

Hydrograph type	=	SCS Runoff	Peak discharge	=	46.55 cfs
Storm frequency	=	100 yrs	Time to peak	=	16 min
Time interval	=	2 min	Hyd. volume	=	83,388 cuft
Drainage area	=	13.920 ac	Curve number	=	78
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	6.00 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484



TR55 Tc Worksheet

Hyd. No. 3

OFFSITE DA30

Description	A		B		C		Totals
Sheet Flow							
Manning's n-value	= 0.150		0.011		0.011		
Flow length (ft)	= 50.0		0.0		0.0		
Two-year 24-hr precip. (in)	= 3.77		0.00		0.00		
Land slope (%)	= 5.00		0.00		0.00		
Travel Time (min)	**= 3.59**	**+**	**0.00**	**+**	**0.00**	**=**	**3.59**
Shallow Concentrated Flow							
Flow length (ft)	= 700.00		0.00		0.00		
Watercourse slope (%)	= 5.80		0.00		0.00		
Surface description	= Paved		Paved		Paved		
Average velocity (ft/s)	=4.90		0.00		0.00		
Travel Time (min)	**= 2.38**	**+**	**0.00**	**+**	**0.00**	**=**	**2.38**
Channel Flow							
X sectional flow area (sqft)	= 0.00		0.00		0.00		
Wetted perimeter (ft)	= 0.00		0.00		0.00		
Channel slope (%)	= 0.00		0.00		0.00		
Manning's n-value	= 0.015		0.015		0.015		
Velocity (ft/s)	=0.00						
			0.00				
					0.00		
Flow length (ft)	({0})0.0		0.0		0.0		
Travel Time (min)	**= 0.00**	**+**	**0.00**	**+**	**0.00**	**=**	**0.00**

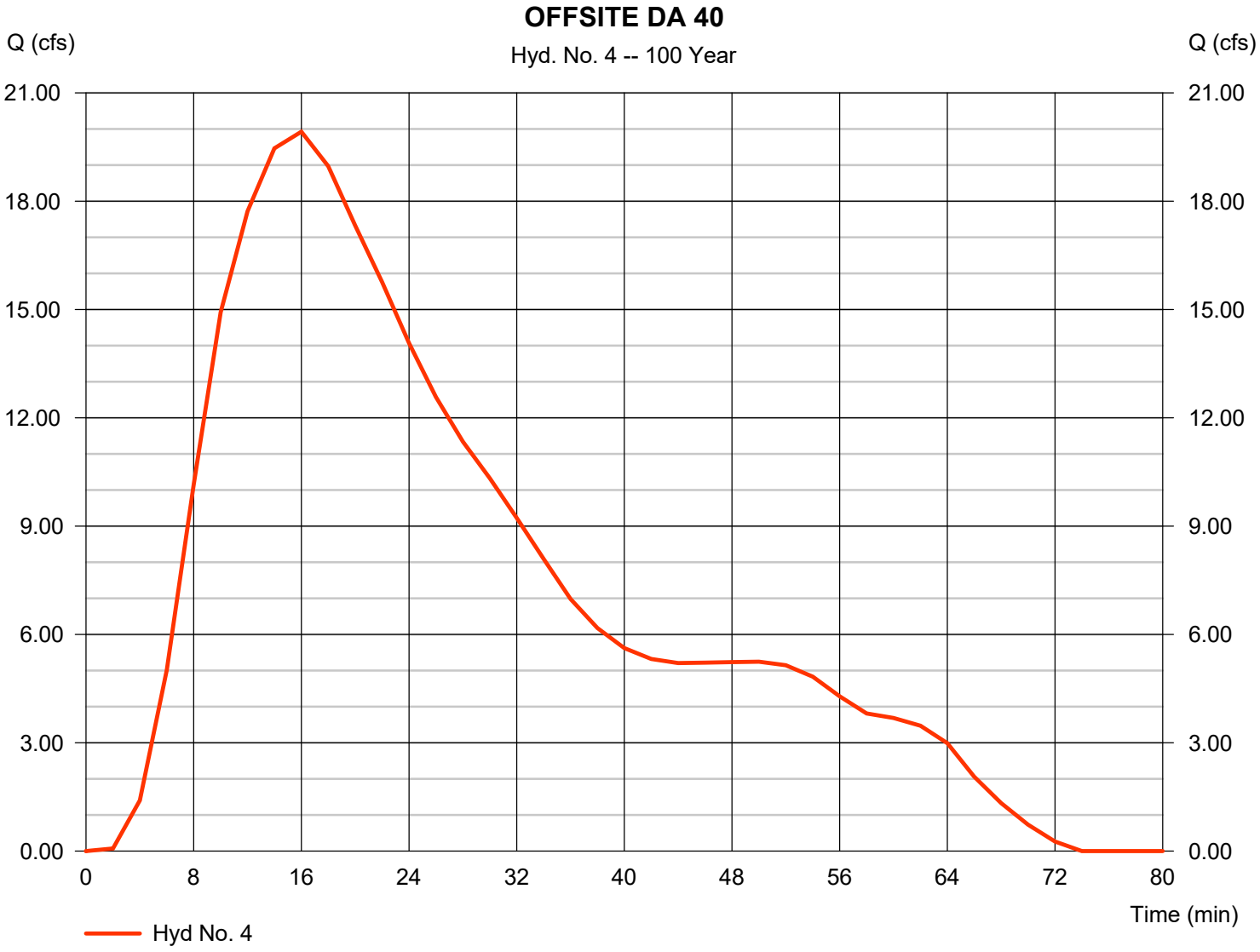
Total Travel Time, Tc ..... 6.00 min

Hydrograph Report

Hyd. No. 4

OFFSITE DA 40

Hydrograph type	=	SCS Runoff	Peak discharge	=	19.93 cfs
Storm frequency	=	100 yrs	Time to peak	=	16 min
Time interval	=	2 min	Hyd. volume	=	34,080 cuft
Drainage area	=	3.770 ac	Curve number	=	87
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	7.20 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484



TR55 Tc Worksheet

Hyd. No. 4

OFFSITE DA 40

Description	A		B		C		Totals
Sheet Flow							
Manning's n-value	= 0.150		0.011		0.011		
Flow length (ft)	= 50.0		0.0		0.0		
Two-year 24-hr precip. (in)	= 3.77		0.00		0.00		
Land slope (%)	= 6.00		0.00		0.00		
Travel Time (min)	**= 3.34**	**+**	**0.00**	**+**	**0.00**	**=**	**3.34**
Shallow Concentrated Flow							
Flow length (ft)	= 360.00		0.00		0.00		
Watercourse slope (%)	= 11.00		0.00		0.00		
Surface description	= Unpaved		Paved		Paved		
Average velocity (ft/s)	=5.35		0.00		0.00		
Travel Time (min)	**= 1.12**	**+**	**0.00**	**+**	**0.00**	**=**	**1.12**
Channel Flow							
X sectional flow area (sqft)	= 6.93		0.00		0.00		
Wetted perimeter (ft)	= 10.69		0.00		0.00		
Channel slope (%)	= 1.50		0.00		0.00		
Manning's n-value	= 0.035		0.015		0.015		
Velocity (ft/s)	=3.90						
			0.00				
					0.00		
Flow length (ft)	({0})650.0		0.0		0.0		
Travel Time (min)	**= 2.78**	**+**	**0.00**	**+**	**0.00**	**=**	**2.78**

Total Travel Time, Tc ..... 7.20 min

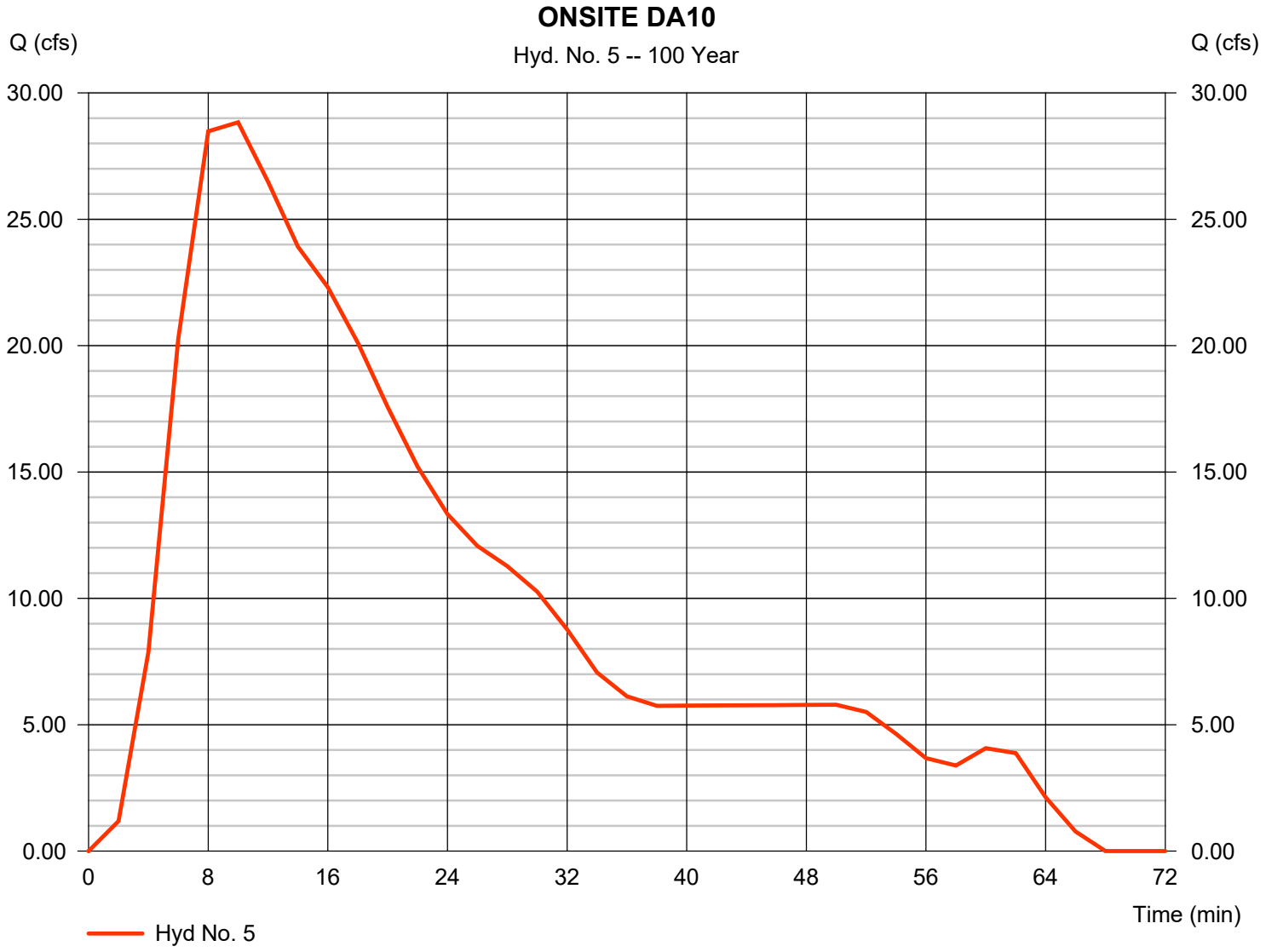
Hydrograph Report

Hyd. No. 5

ONSITE DA10

Hydrograph type	=	SCS Runoff	Peak discharge	=	28.83 cfs
Storm frequency	=	100 yrs	Time to peak	=	10 min
Time interval	=	2 min	Hyd. volume	=	41,950 cuft
Drainage area	=	4.160 ac	Curve number	=	92*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

* Composite (Area/CN) = [(2.680 x 98) + (1.480 x 80)] / 4.160



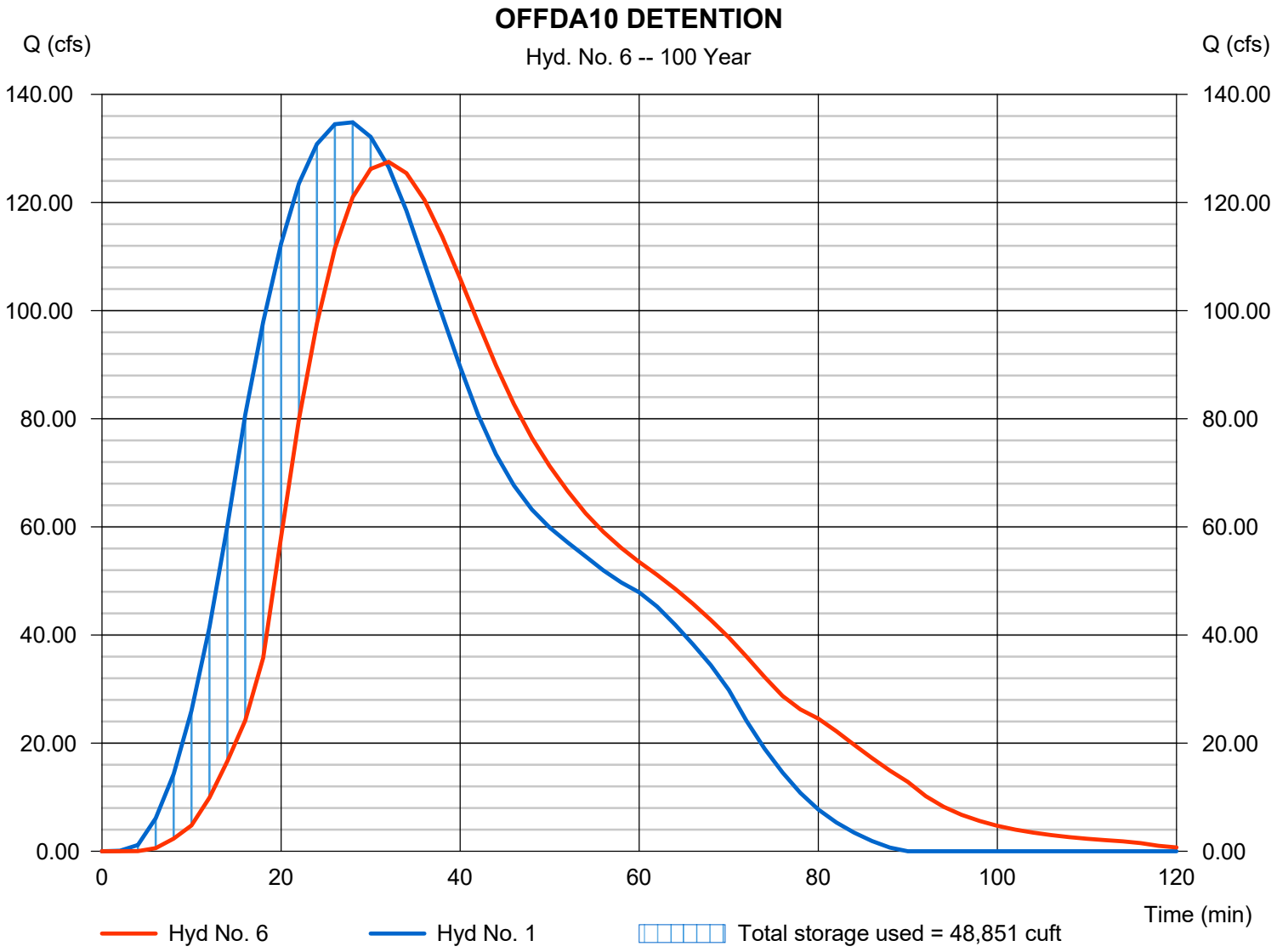
Hydrograph Report

Hyd. No. 6

OFFDA10 DETENTION

Hydrograph type	=	Reservoir	Peak discharge	=	127.53 cfs
Storm frequency	=	100 yrs	Time to peak	=	32 min
Time interval	=	2 min	Hyd. volume	=	302,666 cuft
Inflow hyd. No.	=	1 - OFFSITE DA10	Max. Elevation	=	1246.88 ft
Reservoir name	=	OFFDA 10 POND	Max. Storage	=	48,851 cuft

Storage Indication method used.



Pond Report

Pond No. 1 - OFFDA 10 POND

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 1242.50 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	1242.50	00	0	0
0.50	1243.00	5,000	833	833
1.50	1244.00	10,073	7,389	8,222
2.50	1245.00	12,930	11,471	19,693
3.50	1246.00	15,789	14,334	34,027
4.50	1247.00	17,985	16,873	50,901
5.50	1248.00	20,244	19,101	70,002

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	0.00	0.00	0.00
Span (in)	= 30.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 1242.50	0.00	0.00	0.00
Length (ft)	= 100.00	0.00	0.00	0.00
Slope (%)	= 2.00	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

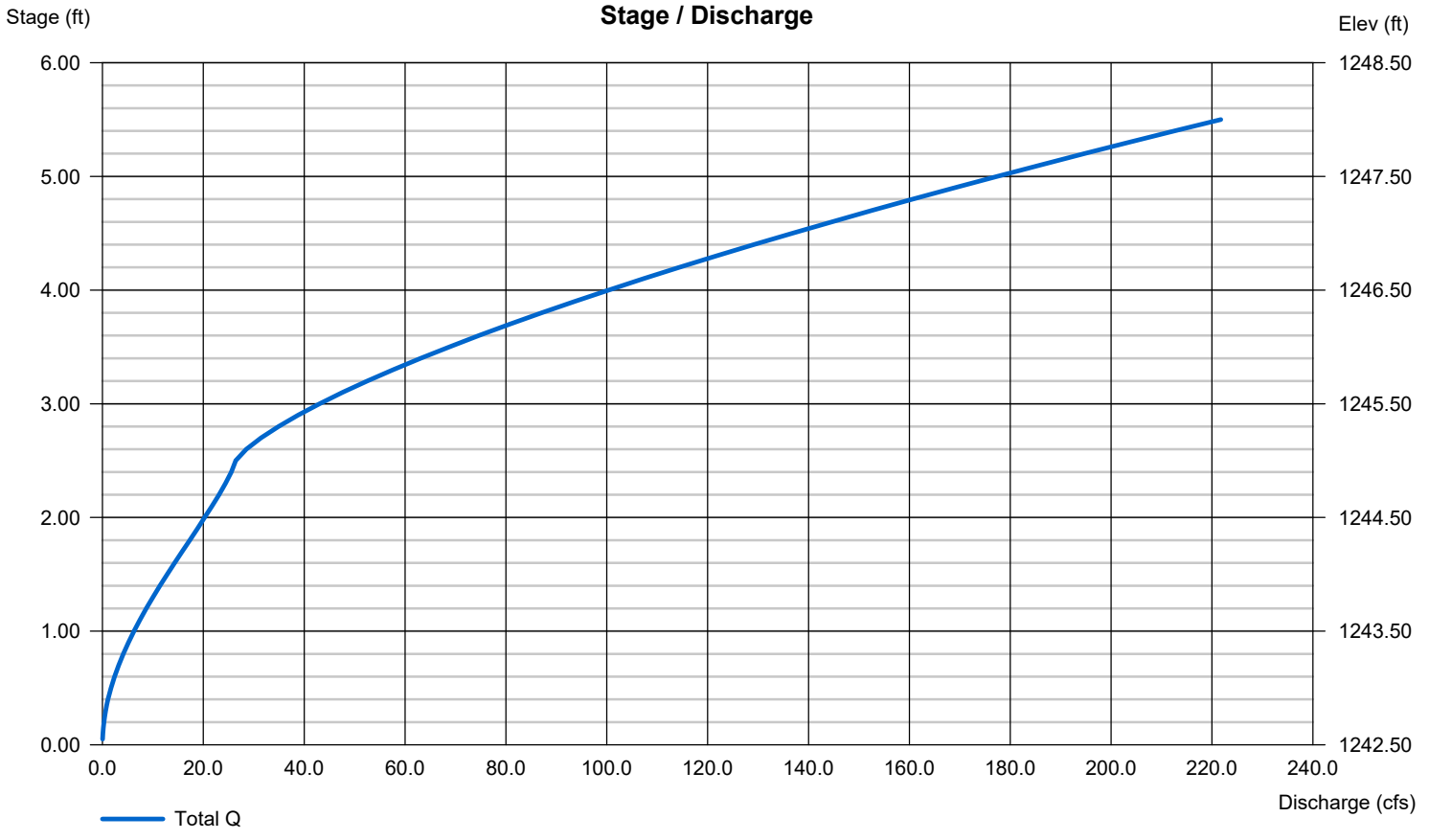
Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 10.00	0.00	0.00	0.00
Crest El. (ft)	= 1245.00	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Rect	---	---	---
Multi-Stage	= No	No	No	No

Exfil.(in/hr) = 0.000 (by Wet area)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



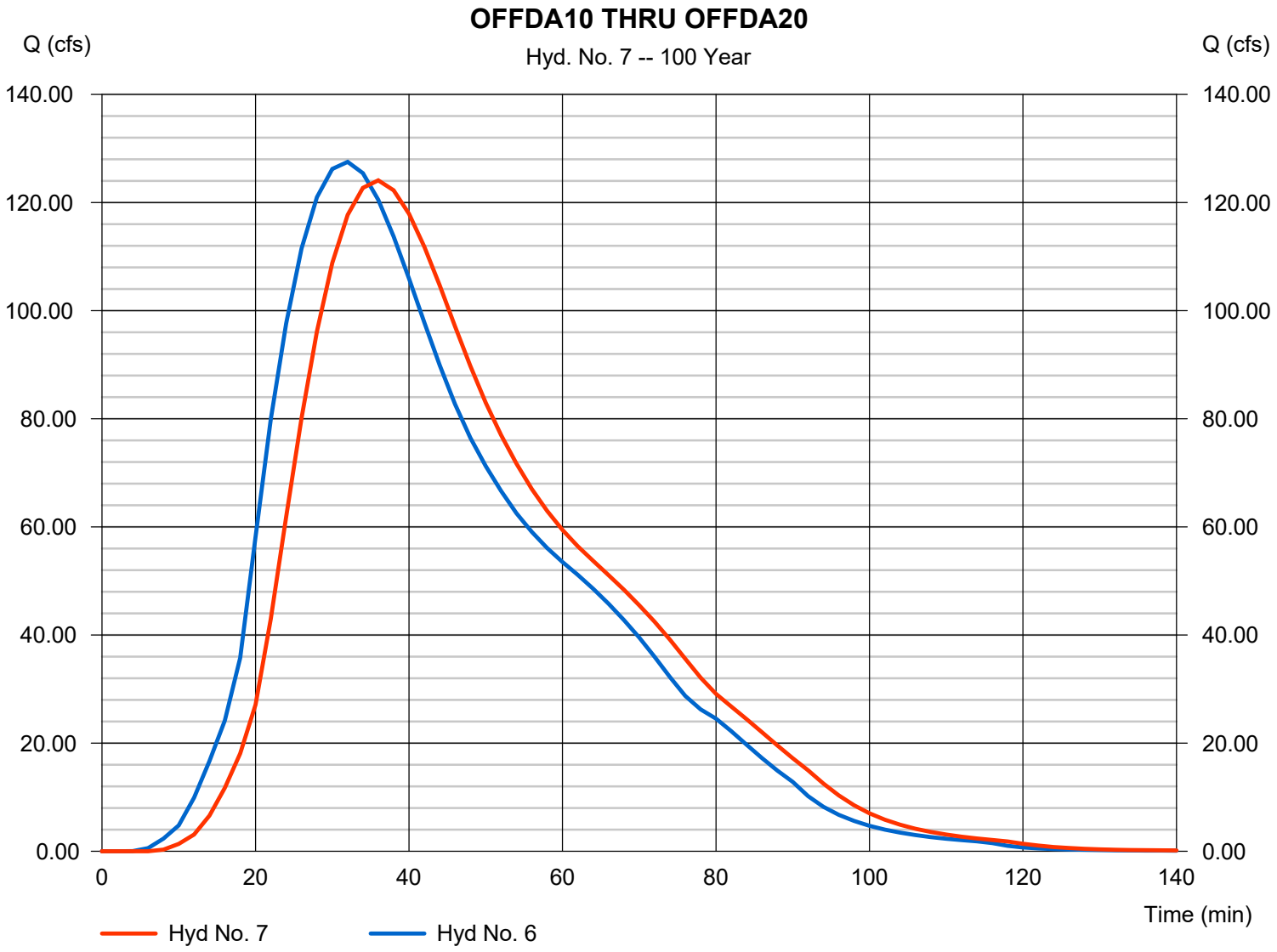
Hydrograph Report

Hyd. No. 7

OFFDA10 THRU OFFDA20

Hydrograph type	=	Reach	Peak discharge	=	124.11 cfs
Storm frequency	=	100 yrs	Time to peak	=	36 min
Time interval	=	2 min	Hyd. volume	=	302,625 cuft
Inflow hyd. No.	=	6 - OFFDA10 DETENTION	Section type	=	Trapezoidal
Reach length	=	1040.0 ft	Channel slope	=	3.0 %
Manning's n	=	0.035	Bottom width	=	30.0 ft
Side slope	=	3.0:1	Max. depth	=	3.0 ft
Rating curve x	=	0.763	Rating curve m	=	1.480
Ave. velocity	=	4.02 ft/s	Routing coeff.	=	0.5107

Modified Att-Kin routing method used.



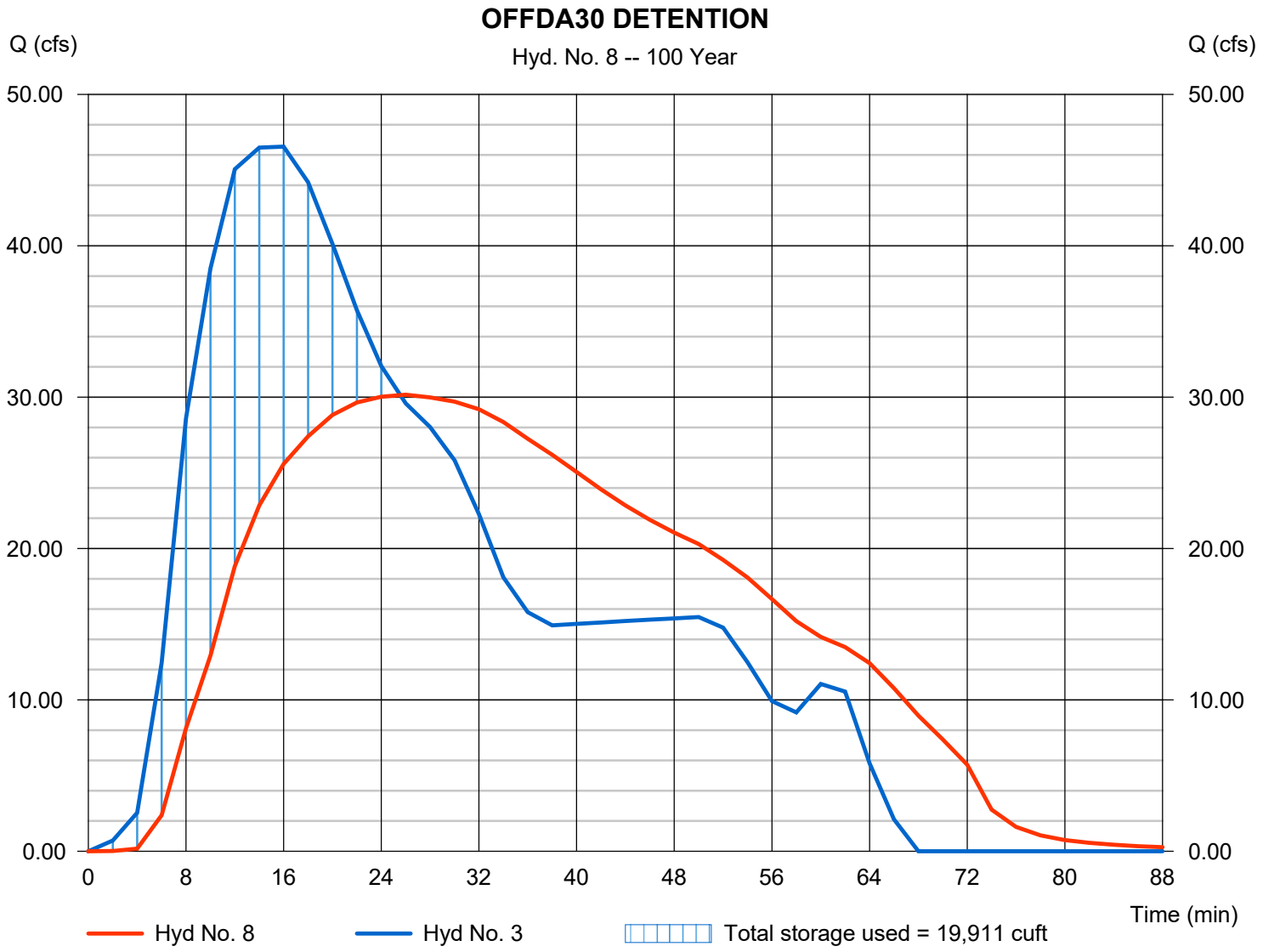
Hydrograph Report

Hyd. No. 8

OFFDA30 DETENTION

Hydrograph type	=	Reservoir	Peak discharge	=	30.17 cfs
Storm frequency	=	100 yrs	Time to peak	=	26 min
Time interval	=	2 min	Hyd. volume	=	83,386 cuft
Inflow hyd. No.	=	3 - OFFSITE DA30	Max. Elevation	=	1225.81 ft
Reservoir name	=	OFFDA 30 POND	Max. Storage	=	19,911 cuft

Storage Indication method used.



Pond Report

Pond No. 2 - OFFDA 30 POND

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 1223.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	1223.00	00	0	0
1.00	1224.00	4,935	1,645	1,645
2.00	1225.00	11,193	7,853	9,497
3.00	1226.00	14,748	12,928	22,426
4.00	1227.00	18,809	16,736	39,162
5.00	1228.00	23,061	20,897	60,058
6.00	1229.00	27,493	25,242	85,300
7.00	1230.00	32,129	29,778	115,078

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	1.00	10.00	0.00
Span (in)	= 30.00	1.00	10.00	0.00
No. Barrels	= 1	3	2	0
Invert El. (ft)	= 1223.00	1223.00	1225.01	0.00
Length (ft)	= 79.90	0.01	0.50	0.00
Slope (%)	= 2.90	1.00	1.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

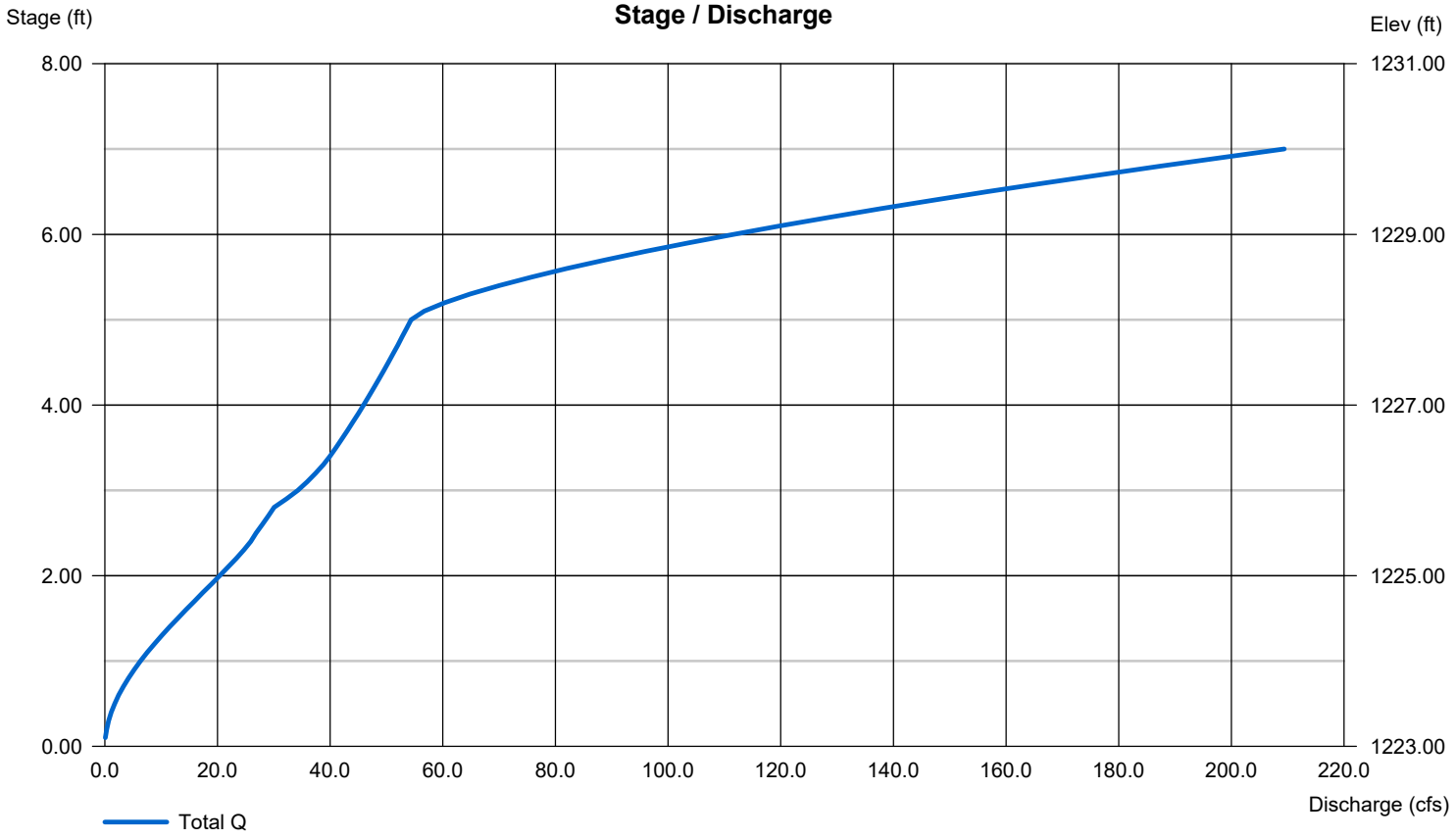
Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 15.00	0.00	0.00	0.00
Crest El. (ft)	= 1228.00	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Rect	---	---	---
Multi-Stage	= No	No	No	No

Exfil.(in/hr) = 0.000 (by Wet area)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

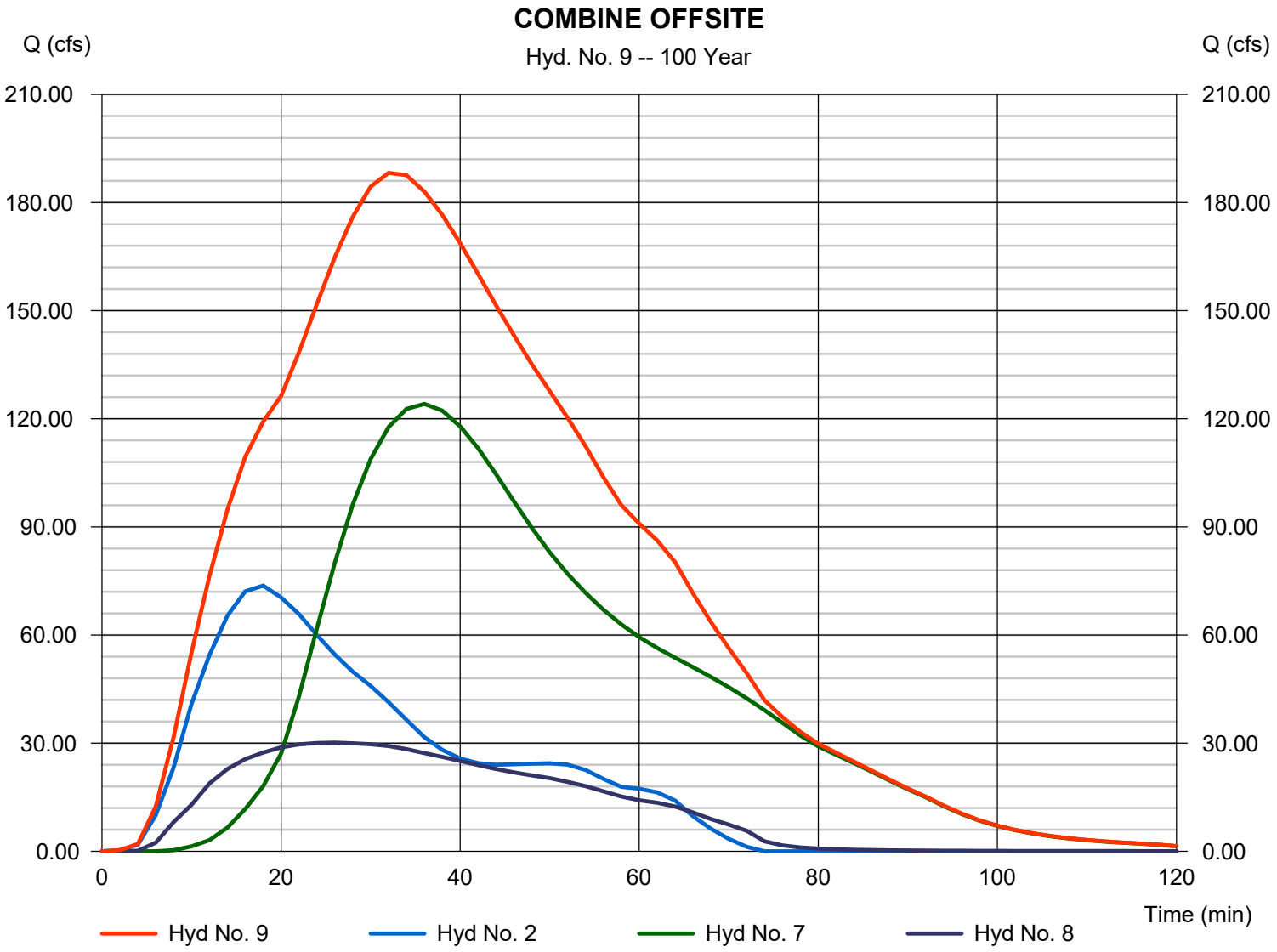


Hydrograph Report

Hyd. No. 9

COMBINE OFFSITE

Hydrograph type	=	Combine	Peak discharge	=	188.24 cfs
Storm frequency	=	100 yrs	Time to peak	=	32 min
Time interval	=	2 min	Hyd. volume	=	521,187 cuft
Inflow hyds.	=	2, 7, 8	Contrib. drain. area	=	20.300 ac

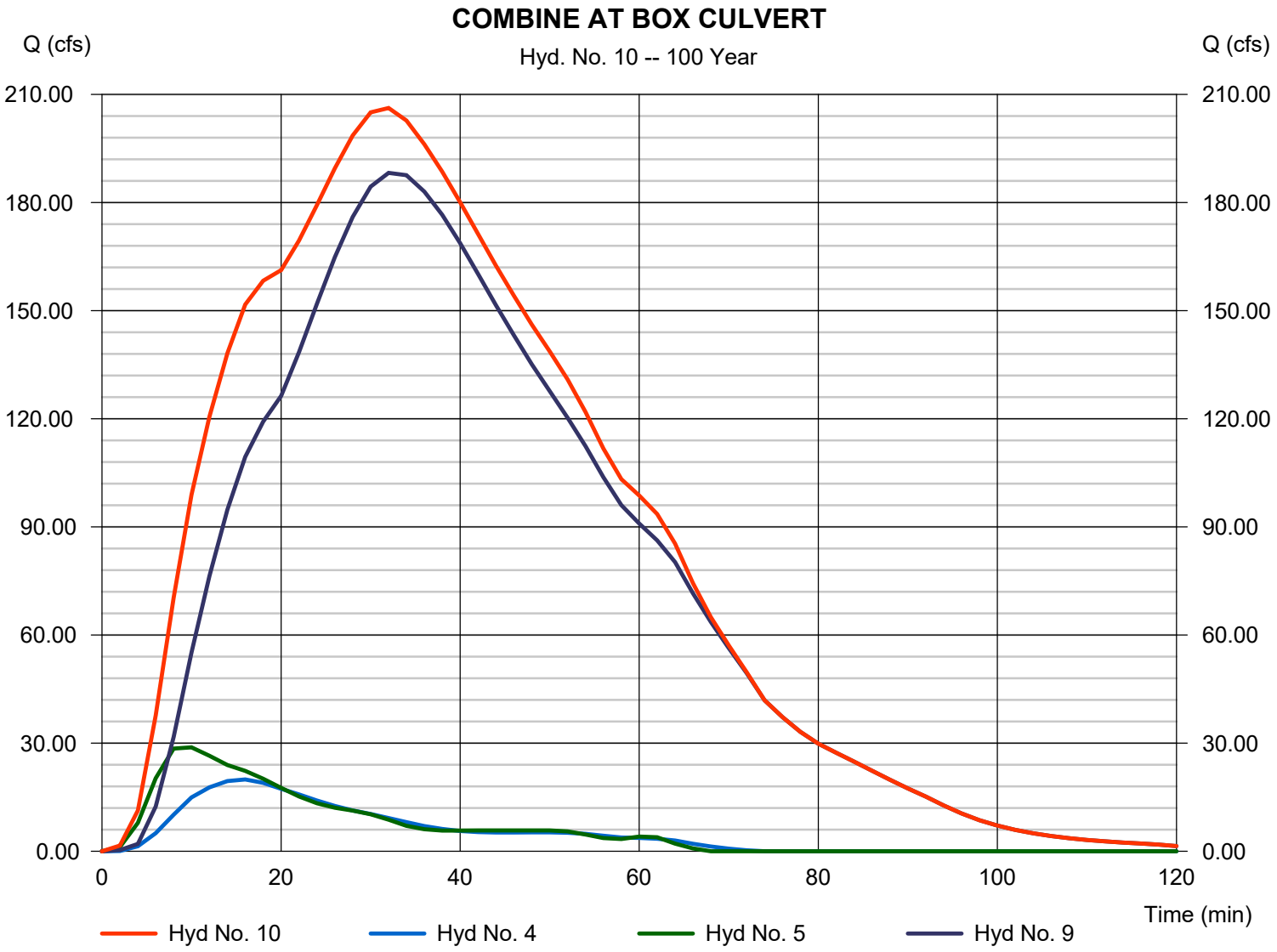


Hydrograph Report

Hyd. No. 10

COMBINE AT BOX CULVERT

Hydrograph type	=	Combine	Peak discharge	=	206.24 cfs
Storm frequency	=	100 yrs	Time to peak	=	32 min
Time interval	=	2 min	Hyd. volume	=	597,218 cuft
Inflow hyds.	=	4, 5, 9	Contrib. drain. area	=	7.930 ac



Hydraflow Rainfall Report

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	0.0000	0.0000	0.0000	--------
2	49.7047	12.6000	0.7744	--------
3	0.0000	0.0000	0.0000	--------
5	54.7163	12.8000	0.7412	--------
10	60.9118	13.3000	0.7335	--------
25	73.7457	14.0000	0.7378	--------
50	79.9241	14.0000	0.7308	--------
100	93.5617	14.8000	0.7425	--------

File name: gc.IDF

Intensity = B / (Tc + D)^E

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	5.39	4.44	3.81	3.35	3.00	2.72	2.50	2.31	2.15	2.02	1.90	1.80
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.48	5.39	4.65	4.12	3.71	3.38	3.11	2.89	2.71	2.54	2.40	2.28
10	7.22	6.05	5.25	4.66	4.20	3.84	3.54	3.30	3.09	2.91	2.75	2.61
25	8.40	7.07	6.15	5.47	4.94	4.52	4.17	3.89	3.64	3.43	3.24	3.08
50	9.29	7.83	6.82	6.07	5.49	5.03	4.65	4.33	4.06	3.83	3.62	3.44
100	10.19	8.63	7.53	6.71	6.07	5.56	5.14	4.79	4.49	4.23	4.00	3.80

Tc = time in minutes. Values may exceed 60.

Precip. file name: F:\2016\1501-2000\016-1787\40-Design\Calcs\LDVP\Stormwater\HYDRAFLOW\gc-1 hour.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	3.00	3.77	0.00	0.00	5.55	6.56	0.00	8.18
SCS 6-Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-1st	1.41	0.00	0.00	0.00	2.61	3.08	0.00	3.84
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Culvert Hydraulic Calculations

Culvert Report

TWO 48-INCH PIPE NORTHWEST ONSITE CULVERT Q100=188 CFS

Invert Elev Dn (ft)	=	1211.50
Pipe Length (ft)	=	40.00
Slope (%)	=	2.00
Invert Elev Up (ft)	=	1212.30
Rise (in)	=	48.0
Shape	=	Circular
Span (in)	=	48.0
No. Barrels	=	2
n-Value	=	0.013
Culvert Type	=	Circular Culvert
Culvert Entrance	=	Smooth tapered inlet throat
Coeff. K,M,c,Y,k	=	0.534, 0.555, 0.0196, 0.9, 0.2

Embankment

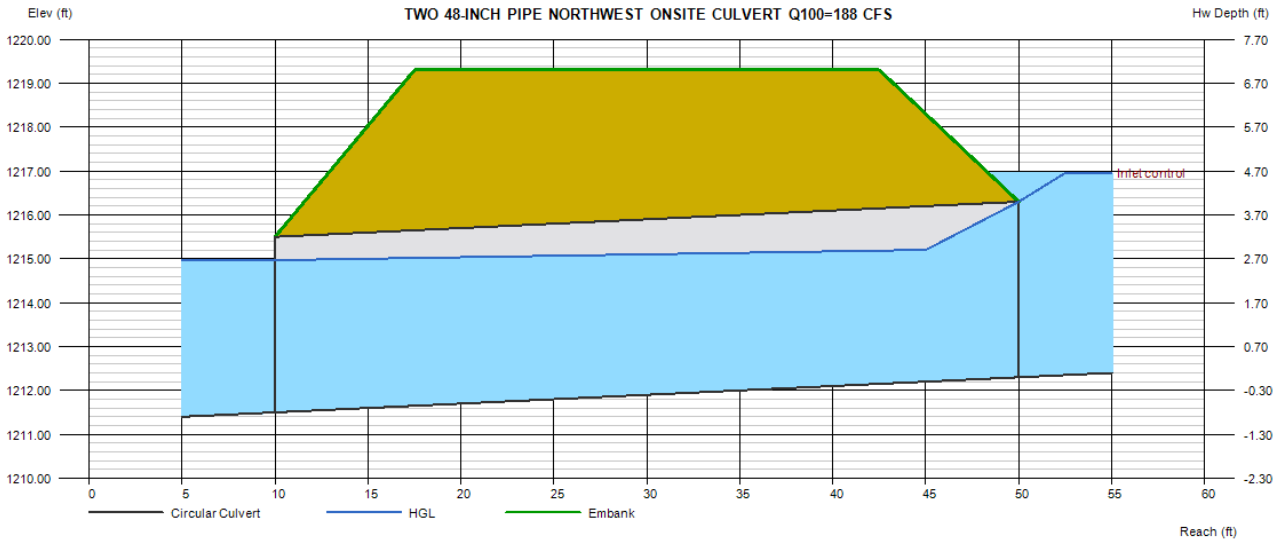
Top Elevation (ft)	=	1219.30
Top Width (ft)	=	25.00
Crest Width (ft)	=	10.00

Calculations

Qmin (cfs)	=	188.00
Qmax (cfs)	=	188.00
Tailwater Elev (ft)	=	(dc+D)/2

Highlighted

Qtotal (cfs)	=	188.00
Qpipe (cfs)	=	188.00
Qovertop (cfs)	=	0.00
Veloc Dn (ft/s)	=	8.12
Veloc Up (ft/s)	=	9.51
HGL Dn (ft)	=	1214.97
HGL Up (ft)	=	1215.24
Hw Elev (ft)	=	1216.96
Hw/D (ft)	=	1.16
Flow Regime	=	Inlet Control



Culvert Report

TWO 3'X7' RCB LONE PINE AVENUE CULVERT Q100=206 CFS

Invert Elev Dn (ft)	=	1203.87
Pipe Length (ft)	=	36.00
Slope (%)	=	0.50
Invert Elev Up (ft)	=	1204.05
Rise (in)	=	36.0
Shape	=	Box
Span (in)	=	84.0
No. Barrels	=	2
n-Value	=	0.013
Culvert Type	=	Flared Wingwalls
Culvert Entrance	=	30D to 75D wingwall flares
Coeff. K,M,c,Y,k	=	0.026, 1, 0.0347, 0.81, 0.4

Embankment

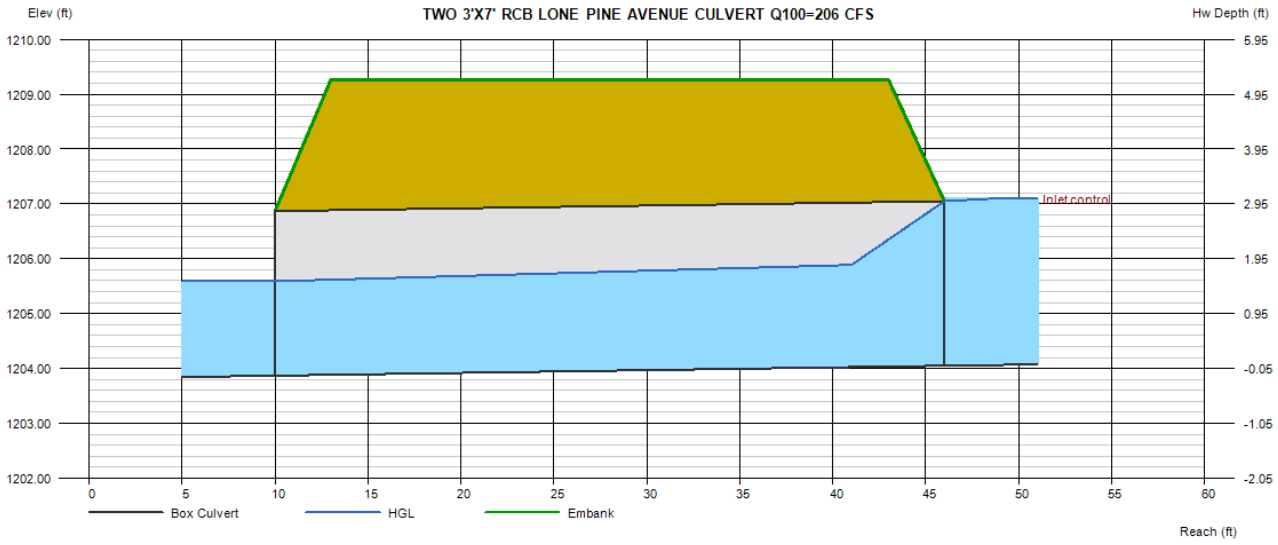
Top Elevation (ft)	=	1209.26
Top Width (ft)	=	30.00
Crest Width (ft)	=	30.00

Calculations

Qmin (cfs)	=	206.00
Qmax (cfs)	=	206.00
Tailwater Elev (ft)	=	Normal

Highlighted

Qtotal (cfs)	=	206.00
Qpipe (cfs)	=	206.00
Qovertop (cfs)	=	0.00
Veloc Dn (ft/s)	=	8.55
Veloc Up (ft/s)	=	7.80
HGL Dn (ft)	=	1205.59
HGL Up (ft)	=	1205.94
Hw Elev (ft)	=	1207.10
Hw/D (ft)	=	1.02
Flow Regime	=	Inlet Control



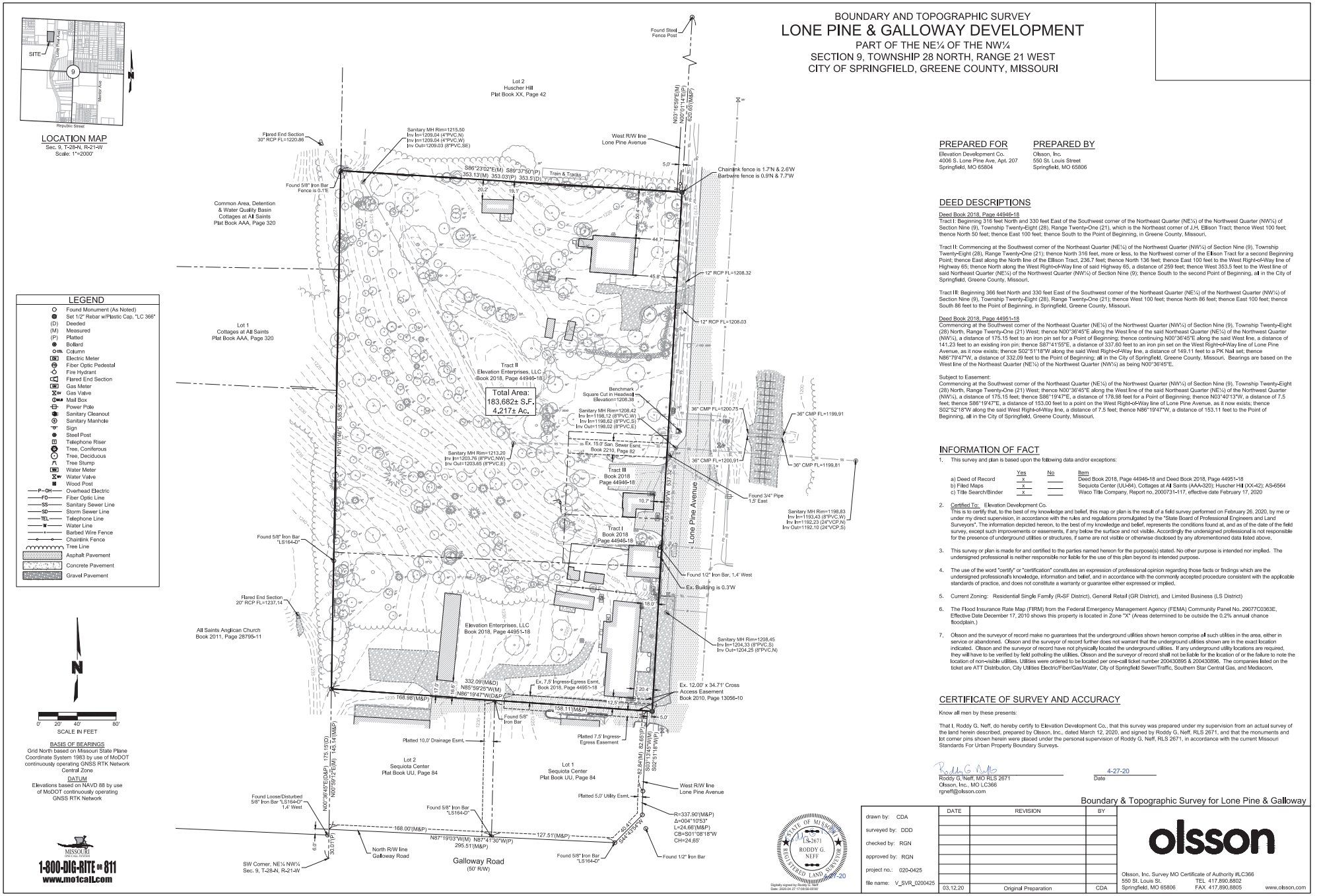
ELEVATION DEVELOPMENT CO SOLUTIONS
LONE PINE AND GALLOWAY

3535,3527,3521, and 3503 S. Lone Pine Ave
Springfield, MO 65804

June 18, 2020

Olsson Project No. 020-0425

Exhibit 12


BOUNDARY AND TOPOGRAPHIC SURVEY
LONE PINE & GALLOWAY DEVELOPMENT
PART OF THE NE¼ OF THE NW¼
SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI
LOCATION MAP
Sec. 9, T-28-N, R-21-W
Scale: 1"=2000'
SITE
Lone Pine Ave
Mission Ave
Republic Street
LEGEND
Found Monument (As Noted)
Set 1/2" Rebar w/Plastic Cap, "LC 366"
(D) Deeded
(M) Measured
(P) Platted
Bollard
Column
Electric Meter
Fiber Optic Pedestal
Fire Hydrant
Flared End Section
Gas Meter
Gas Valve
Mail Box
Power Pole
Sanitary Cleanout
Sanitary Manhole
Sign
Steel Post
Telephone Riser
Tree, Coniferous
Tree, Deciduous
Tree Stump
Water Meter
Water Valve
Wood Post
Overhead Electric
Fiber Optic Line
Sanitary Sewer Line
Storm Sewer Line
Telephone Line
Water Line
Barbed Wire Fence
Chainlink Fence
Tree Line
Asphalt Pavement
Concrete Pavement
Gravel Pavement
Lot 2
Huscher Hill
Plat Book XX, Page 42
Lot 1
Cottages at All Saints
Plat Book AAA, Page 320
Common Area, Detention
& Water Quality Basin
Cottages at All Saints
Plat Book AAA, Page 320
All Saints Anglican Church
Book 2011, Page 28795-11
Tract II
Elevation Enterprises, LLC
Book 2018, Page 44946-18
Total Area:
183,682± S.F.
4.217± Ac.
Elevation Enterprises, LLC
Book 2018, Page 44951-18
Tract I
Book 2018
Page 44946-18
Tract III
Book 2018
Page 44946-18
Lone Pine Avenue
West R/W line
Lone Pine Avenue
Train & Tracks
Chainlink fence is 1.7'N & 2.6'W
Barbwire fence is 0.9'N & 7.7'W
Found Steel Fence Post
Flared End Section
30" RCP FL=1220.86
Sanitary MH Rim=1215.50
Inv In=1209.04 (4"PVC,N)
Inv In=1209.04 (4"PVC,W)
Inv Out=1209.03 (8"PVC,SE)
Found 5/8" Iron Bar
Fence is 0.1'E
Found 5/8" Iron Bar
"LS164-D"
Found 1/2" Iron Bar, 1.4' West
Ex. Building is 0.3'W
Found 3/4" Pipe
1.5' East
Found 1/2" Iron Bar
Found 5/8" Iron Bar
"LS164-D"
Found Loose/Disturbed
5/8" Iron Bar "LS164-D"
1.4' West
Found 5/8" Iron Bar
"LS164-D"
Found 1/2" Iron Bar
Found 5/8" Iron Bar
"LS164-D"
Benchmark
Square Cut in Headwall
Elevation=1208.38
Sanitary MH Rim=1208.42
Inv In=1198.12 (8"PVC,W)
Inv In=1198.62 (8"PVC,S)
Inv Out=1198.02 (8"PVC,E)
Sanitary MH Rim=1213.20
Inv In=1203.76 (8"PVC,NW)
Inv Out=1203.65 (8"PVC,E)
Sanitary MH Rim=1198.83
Inv In=1193.43 (8"PVC,W)
Inv In=1192.23 (24"VCP,N)
Inv Out=1192.10 (24"VCP,S)
Sanitary MH Rim=1208.45
Inv In=1204.33 (8"PVC,S)
Inv Out=1204.25 (8"PVC,N)
Ex. 15.0' San. Sewer Esmt.
Book 2210, Page 82
Ex. 7.5' Ingress-Egress Esmt.
Book 2018, Page 44951-18
Ex. 12.00' x 34.71' Cross
Access Easement
Book 2010, Page 13056-10
Platted 10.0' Drainage Esmt.
Platted 7.5' Ingress-
Egress Easement
Platted 5.0' Utility Esmt.
36" CMP FL=1200.75
36" CMP FL=1200.91
36" CMP FL=1196.91
36" CMP FL=1199.81
12" RCP FL=1208.32
12" RCP FL=1208.03
Flared End Section
20" RCP FL=1237.14
North R/W line
Galloway Road
SW Corner, NE¼ NW¼
Sec. 9, T-28-N, R-21-W
Galloway Road
(50' R/W)
S86°23'02"E(M) S89°37'50"(P) 353.5'(D)
353.13'(M) 353.03'(P)
N03°16'58"E(M)
N00°01'14"E(P)
622.65'(M&P)
N01°10'48"E 538.58'
S01°10'48"W 537.72'
N00°36'45"E 175.15'(D)
1400'59"E(M) 145.14'(M&P)
S02°51'15"W(M)
S02°51'18"W(P)
82.64'(M) 82.65'(P)
N87°19'03"W(M) N87°41'30"W(P)
295.51'(M&P)
S44°40'54"W
168.00'(M&P)
127.51'(M&P)
40.41'
R=337.90'(M&P)
Δ=004°10'53"
L=24.66'(M&P)
CB=S01°08'18"W
CH=24.65'
332.09'(M&D)
N85°59'25"W(M)
N86°19'47"W(D&P)
168.98'(M&P)
158.11'(M&P)
N00°36'45"E(M&P)
N00°36'45"E(D)
SCALE IN FEET
0' 20' 40' 80'
BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
DATUM
Elevations based on NAVD 88 by use
of MoDOT continuously operating
GNSS RTK Network
MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com
PREPARED FOR
Elevation Development Co.
4006 S. Lone Pine Ave. Apt. 207
Springfield, MO 65804
PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806
DEED DESCRIPTIONS
Deed Book 2018, Page 44946-18
Tract I: Beginning 316 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21), which is the Northeast corner of J.H. Ellison Tract; thence West 100 feet; thence North 50 feet; thence East 100 feet; thence South to the Point of Beginning, in Greene County, Missouri.
Tract II: Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence North 316 feet, more or less, to the Northwest corner of the Ellison Tract for a second Beginning Point; thence East along the North line of the Ellison Tract, 236.7 feet; thence North 136 feet; thence East 100 feet to the West Right-of-Way line of Highway 65; thence North along the West Right-of-Way line of said Highway 65, a distance of 259 feet; thence West 353.5 feet to the West line of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9); thence South to the second Point of Beginning, all in the City of Springfield, Greene County, Missouri.
Tract III: Beginning 366 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence West 100 feet; thence North 86 feet; thence East 100 feet; thence South 86 feet to the Point of Beginning, in Springfield, Greene County, Missouri.
Deed Book 2018, Page 44951-18
Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), a distance of 175.15 feet to an iron pin set for a Point of Beginning; thence continuing N00°36'45"E along the said West line, a distance of 141.23 feet to an existing iron pin; thence S87°41'55"E, a distance of 337.60 feet to an iron pin set on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°51'18"W along the said West Right-of-Way line, a distance of 149.11 feet to a PK Nail set; thence N86°79'47"W, a distance of 332.09 feet to the Point of Beginning; all in the City of Springfield, Greene County, Missouri. Bearings are based on the West line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) as being N00°36'45"E.
Subject to Easement:
Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), a distance of 175.15 feet; thence S86°19'47"E, a distance of 178.88 feet for a Point of Beginning; thence N03°40'13"W, a distance of 7.5 feet; thence S86°19'47"E, a distance of 153.00 feet to a point on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°52'18"W along the said West Right-of-Way line, a distance of 7.5 feet; thence N86°19'47"W, a distance of 153.11 feet to the Point of Beginning, all in the City of Springfield, Greene County, Missouri.
INFORMATION OF FACT
1. This survey and plan is based upon the following data and/or exceptions:
Yes / No / Item
a) Deed of Record — x — Deed Book 2018, Page 44946-18 and Deed Book 2018, Page 44951-18
b) Filed Maps — x — Sequiota Center (UU-84), Cottages at All Saints (AAA-320); Huscher Hill (XX-42); AS-6564
c) Title Search/Binder — x — Waco Title Company, Report no. 2000731-117, effective date February 17, 2020
2. Certified To: Elevation Development Co.
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on February 26, 2020, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
5. Current Zoning: Residential Single Family (R-SF District), General Retail (GR District), and Limited Business (LS District)
6. The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0363E. Effective Date December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)
7. Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket number 200430895 & 200430896. The companies listed on the ticket are ATT Distribution, City Utilities Electric/Fiber/Gas/Water, City of Springfield Sewer/Traffic, Southern Star Central Gas, and Mediacom.
CERTIFICATE OF SURVEY AND ACCURACY
Know all men by these presents:
That I, Roddy G. Neff, do hereby certify to Elevation Development Co., that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated March 12, 2020, and signed by Roddy G. Neff, RLS 2671, and that the monuments and corner pins shown herein were placed under the personal supervision of Roddy G. Neff, RLS 2671, in accordance with the current Missouri Standards For Urban Property Boundary Surveys.
Roddy G. Neff
Roddy G.'Neff, MO RLS 2671
Olsson, Inc., MO LC366
rgneff@olsson.com
4-27-20
Date
STATE OF MISSOURI
2671
RODDY G.
NEFF
REGISTERED LAND SURVEYOR
4-27-20
Digitally signed by Roddy G. Neff
Date: 2020.04.27 17:08:54-05'00'
Boundary & Topographic Survey for Lone Pine & Galloway
drawn by: CDA
surveyed by: DDD
checked by: RGN
approved by: RGN
project no.: 020-0425
file name: V_SVR_0200425
DATE | REVISION | BY
03.12.20 | Original Preparation | CDA
olsson
Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com
DWG: F:\2020\0001-0500\020-0425\40-Design\Survey\SRVY\Sheets\V_SVR_0200425.dwg
DATE: Mar 12, 2020 7:43am
USER: cornold
XREFS: V_XBNDY_0200425
V_XTOPO_0200425

Lone Pine Development - Concept Design Illustrations

We don’t have clients. ***We have relationships.***

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

view from Sequiota Park entry / exit drive

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

southeast street view of Treadway Building at Lone Pine Avenue

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

northwest sidewalk view of Treadway Building at Lone Pine Avenue

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

southeast street view of Purple Shamrock + Sequiota Bike Shop along Lone Pine Avenue

© 2020 H DESIGN GROUP, LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED, WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

southeast street view of Two-Story Living along Lone Pine Avenue

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

east street view of Two-Story Living along Lone Pine Avenue

Lone Pine Development - Sequiota Park View Exhibit

We don’t have clients. ***We have relationships.***

© 2020 H DESIGN GROUP, LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park entry / exit drive

© 2020 H DESIGN GROUP, LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park parking lot

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





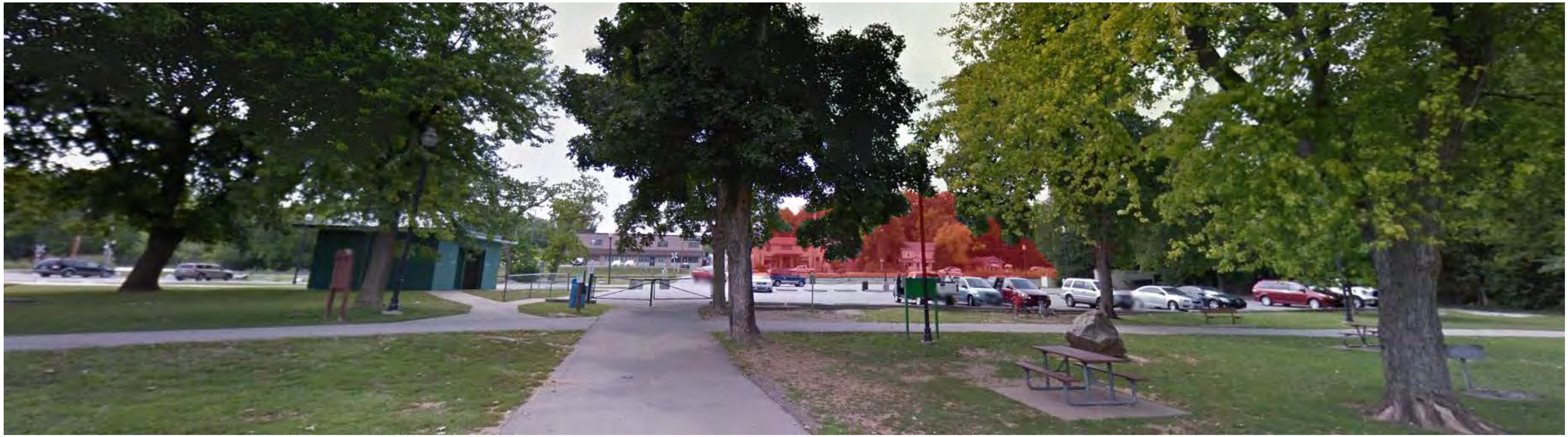
2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park parking lot

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED, WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from inside Sequiota Park - visible development in RED

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

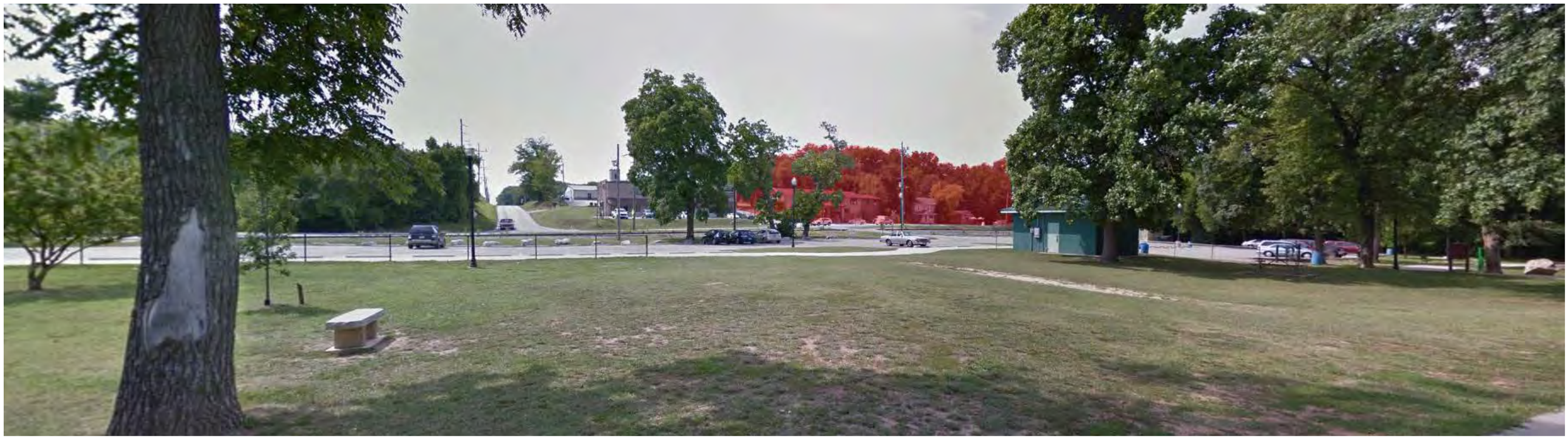
hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





hdesigngroup

2020.07.14

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

One-rdg. _____
P. Hrngs. _____
Pgs. 184
Filed: 11-24-20

Sponsored by: Referendum Petition

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 292 SPECIAL ORDINANCE _____

AN ORDINANCE

CALLING an election on August 3, 2021, in the City of Springfield, Missouri, to submit to the qualified voters a question as to whether or not to approve General Ordinance 6614, passed by City Council on September 21, 2020, said ordinance being entitled, "Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map"; and declaring an emergency.

WHEREAS, on September 21, 2020, City Council passed General Ordinance 6614 (attached hereto and incorporated herein by this reference as "Exhibit A"); and

WHEREAS, General Ordinance 6614 rezoned property located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from single-family residential, general retail, and limited business district to Planned Development No. 374; and

WHEREAS, a referendum petition requesting repeal of General Ordinance 6614 was filed with the City Clerk on October 19, 2020; and

WHEREAS, the City Clerk certified the petition was signed by a sufficient number of qualified electors to City Council on November 16, 2020; and

WHEREAS, pursuant to the requirements of Springfield City Charter Section 14.7, on November 30, 2020, City Council voted upon the question whether General Ordinance 6614 should be repealed and did not vote to repeal said Ordinance; and

WHEREAS, pursuant to Springfield City Charter Section 14.7, because General Ordinance 6614 was specified in a referendum petition and was not repealed, City

Council is required to call a special election to submit General Ordinance 6614 without alteration to the vote of the electors of the City.

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

Section 1 – A Special Election is hereby ordered to be held in the City of Springfield, Missouri, on August 3, 2021, on the following question:

OFFICIAL BALLOT
CITY ELECTION
CITY OF SPRINGFIELD, MISSOURI

Shall the City of Springfield amend the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopt an updated Official Zoning Map?

- → Yes - → No

INSTRUCTION TO VOTERS

To vote FOR the Question, complete the arrow opposite YES.

To vote AGAINST the Question, complete the arrow opposite NO.

Section 2 – The County Clerk is hereby authorized and directed to conduct said election in a manner consistent with the provisions of Chapter 115, RSMo. 2000, as amended.

Section 3 – The City Clerk is hereby authorized and directed to notify the County Clerk of Greene County, Missouri, of the adoption of this Ordinance no later than 5:00 p.m. on the tenth Tuesday prior to the Special Election, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

Section 4 – City Council finds and declares, in accordance with City Charter Section 2.12, that this Ordinance constitutes an emergency because it relates to the calling of an election and may be passed on the same day as its introduction.

Section 5 – This Ordinance shall be in full force and effect immediately upon passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2020- 292

FILED: 11-24-20

ORIGINATING DEPARTMENT: Law Department

PURPOSE: Calling an election on August 3, 2021, in the City of Springfield, Missouri, to submit to the qualified voters a question as to whether or not to approve General Ordinance 6614, passed by City Council on September 21, 2020, said ordinance being entitled, "Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map"; and declaring an emergency.

BACKGROUND INFORMATION: General Ordinance 6614 was approved by City Council on September 21, 2020. On October 19, 2020, the City Clerk received a referendum petition asking City Council to repeal General Ordinance 6614 in its entirety. On Monday, November 16, 2020, the City Clerk certified that the petition was signed by a sufficient number of qualified electors to City Council.

When a referendum petition is signed by a sufficient number of qualified electors, City Council must vote whether to repeal the ordinance specified in the petition. If City Council does not repeal the ordinance, an election must be called to submit to the qualified voters a question of whether to approve the ordinance. This Council bill would call for an election for public vote. A Council bill to repeal General Ordinance 6614 will also be submitted to City Council for first reading and public comment at the November 30, 2020, meeting. City Council can choose to repeal General Ordinance 6614 or to call an election for public vote.

This bill is presented as an emergency in accordance with City Charter Section 2.12, because it relates to the calling of an election. The bill is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council and is not expected to be voted on at the first reading.

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

Exhibit A

One-rdg. _____
P. Hrngs. X
Pgs. 180
Filed: 08-04-20

Sponsored by: Simpson

First Reading: September 8, 2020 Second Reading: September 21, 2020

AMENDED
COUNCIL BILL 2020– 187 GENERAL ORDINANCE 6614

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.)

_____

WHEREAS, an application has been filed for a zoning change of the property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue, which is more fully described on "Exhibit A," from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and

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

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

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

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

Section 1 – The property described in "Exhibit A" of this Ordinance, which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District, or such zoning districts as are designated on the official zoning map adopted by City Council, to Planned Development No. 374; and the Springfield Land Development

Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified accordingly.

Section 2 – The property described in "Exhibit A" of this Ordinance shall be subject to the requirements and standards described in "Exhibit C – Exhibit 1," which is attached hereto and incorporated herein by this reference, and these requirements, standards, and design shall govern and control the use and development of the land herby rezoned to Planned Development No. 374.

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

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

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

Passed at meeting: September 21, 2020

Mayor

Attest: _____, City Clerk

Filed as Ordinance: September 21, 2020

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

SUPPLEMENTAL EXPLANATION TO AMENDED COUNCIL BILL 2020 –187

FILED: 09-16-20

ORIGINATING DEPARTMENT: Law

BACKGROUND INFORMATION: At the September 8, 2020, City Council meeting, City Council voted to amend Council Bill 2020-187 by:

1. Striking the number “60” from Exhibit 1, Section G.2, and inserting the number “56” in its place, and

2. Replacing Exhibits 2, 3, 4, 5, 6, and 9 in their entirety with new Exhibits 2, 3, 4, 5, 6, and 9.

Exhibit 1 (G.2.) was amended to change the maximum building height language from 60 feet to 56 feet.

Exhibit 2 was amended to reduce the Building 2 height from 5 to 4 stories and removing the underground garage. By removing the garage 28 parking spaces were eliminated, so 5 additional parking spaces have been added behind the purple shamrock building along with 4 additional spaces where the garage entry drive was located to the west of Building 2. With these amendments, there is a total of 173 parking spaces provided with 161 spaces required, (a surplus of 12 spaces).

Exhibit 3 amendments reflect the removal of the underground garage and the addition of parking spaces as mentioned above.

Exhibit 4 amendments show the proposed reduced height of Building 2 from 5 to 4 stories and from 55 feet to 49 feet of building height. This results in an 11% reduction in building height to Building 2 and a reduction in total area of new construction by 13%.

Exhibit 5 amendments reflect the mentioned changes to the grading plan. Building 2 will be split to work with the existing topography so that the ground level of north end will be set a level below the ground level of the south end. This further reduces the amount of grading required and aesthetically breaks the building by contouring to the existing grading, reducing the overall scale and enhancing the aesthetics of building 2.

Exhibit 6 was amended to update the site plan regarding the landscaping due to additional parking spaces and removing the underground garage driveway.

Exhibit 9 has also been amended to update the site plan regarding recreational space calculations reduction of 2% due to additional parking spaces.

Submitted by:

Rhonda Lewsader

Rhonda Lewsader, City Attorney

SUPPLEMENTAL EXPLANATION TO COUNCIL BILL 2020-187

DATE: September 21, 2020

ORIGINATING DEPARTMENT: LAW

PURPOSE: Report on Protest Petition regarding Council Bill 2020-187 (Planned Development 374).

REMARKS: Eight protest petitions have been filed with the City Clerk as of 9:00 a.m. on September 21, 2020. A report has been prepared by the Department of Information Systems indicating that the currently filed protest petitions account for 37% of the total area of the 185-foot protest area.

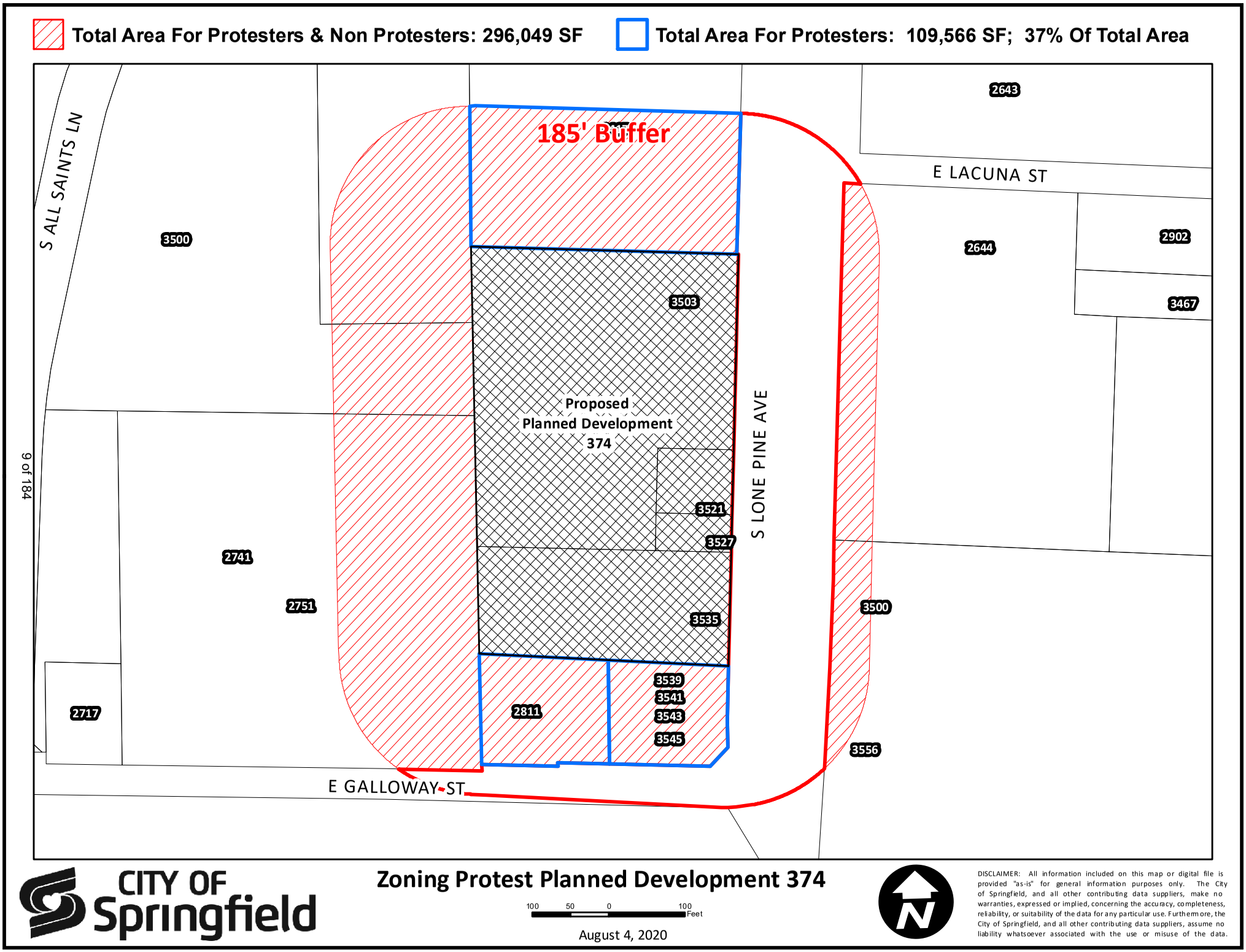
Therefore, the 30% threshold established by statute requiring a 2/3 majority vote of City Council for approval of this Council Bill has been achieved.

Submitted by:

Kyle Tolbert, Assistant City Attorney

Approved by:

Jason Gage, City Manager



Zoning Protest Planned Development 374

100 50 0 100 Feet

August 4, 2020

CITY OF Springfield

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

EXPLANATION TO COUNCIL BILL 2020 –187

FILED: 08-04-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION: PLANNED DEVELOPMENT DISTRICT NO. 374

The applicant is proposing to rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-Family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374. If approved, the applicant plans a mixed-use development with two new multi-family residential buildings and four existing buildings for continued commercial use as shown on their site plan.

The applicant is proposing a planned development district in response to concerns from the community during their rezoning request in 2018. The intent of the planned development (PD) district is to encourage more creative and imaginative design than generally is possible under conventional zoning regulations. The applicant/developer is proposing a unique mixed-use development that will include preserving 4 existing commercial structures.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 16, 2020, and recommended to approve the proposed Planned Development No. 374, by a vote of 7 to 1.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed Planned Development 374 is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the south portion of the property as appropriate for Medium intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The Major Thoroughfare Plan classifies Lone Pine Ave as a Secondary Arterial roadway.

2. The subject property is within the Galloway Redevelopment Policy Area Recommendations for the South Lone Pine Avenue corridor between Battlefield and Republic Roads. These recommendations serve as the policy for development in the area and are to be used in reviewing applications for zoning changes. Staff has reviewed the applicant's submittal with the Galloway Recommendations and believes that the applicable recommendations have been addressed (Attachment 3).

3. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre.

4. The proposed Planned Development is proposing to preserve the existing structures (Treadway Building, Purple Shamrock and Sequiota Bike Shop) located at 3521, 3527 and 3535 S. Lone Pine Avenue to preserve and rehabilitate following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements.

5. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:

Daniel Neal
Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

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

Attachment 1, Department Comments
Attachment 2, Multi-Family Development Location and Design Guideline Assessment Planned Development 374
Attachment 3, Galloway Recommendations Planned Development 374
Attachment 4, Neighborhood Notification and Meeting Summary
Attachment 5, Neighborhood Comments

PLANNED DEVELOPMENT 374 EXHIBITS:

Exhibit 1, Planned Development Ordinance Text
Exhibit 2, Preliminary Development Site Plan
Exhibit 3, Preliminary Architectural Site Plan
Exhibit 4, Preliminary Architectural Elevations
Exhibit 5, Preliminary Grading Plan
Exhibit 6, Preliminary Landscape Plan
Exhibit 7, Landscaping Notes and Specifications
Exhibit 8, Stream Buffer Plan
Exhibit 9, Recreational Area Plan
Exhibit 10, Site and Landscape Design Narrative
Exhibit 11, Engineering Report
Exhibit 12, Boundary & Topographic Survey
Exhibit 13, Concept Design

Exhibit A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT 374

Deed Book 2018, Page 44946-18
Tract I: Beginning 316 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21), which is the Northeast corner of J.H. Ellison Tract; thence West 100 feet; thence North 50 feet; thence East 100 feet; thence South to the Point of Beginning, in Greene County, Missouri.
Tract II: Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence North 316 feet, more or less, to the Northwest corner of the Ellison Tract for a second Beginning Point; thence East along the North line of the Ellison Tract, 236.7 feet; thence North 136 feet; thence East 100 feet to the West Right-of-Way line of Highway 65; thence North along the West Right-of-Way line of said Highway 65, a distance of 259 feet; thence West 353.5 feet to the West line of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9); thence South to the second Point of Beginning, all in the City of Springfield, Greene County, Missouri.
Tract III: Beginning 366 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence West 100 feet; thence North 86 feet; thence East 100 feet; thence South 86 feet to the Point of Beginning, in Springfield, Greene County, Missouri.
Deed Book 2018, Page 44951-18
Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), a distance of 175.15 feet to an iron pin set for a Point of Beginning; thence continuing N00°36'45"E along the said West line, a distance of 141.23 feet to an existing iron pin; thence S87°41'55"E, a distance of 337.60 feet to an iron pin set on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°51'18"W along the said West Right-of-Way line, a distance of 149.11 feet to a PK Nail set; thence N86°79'47"W, a distance of 332.09 feet to the Point of Beginning; all in the City of Springfield, Greene County, Missouri. Bearings are based on the West line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) as being N00°36'45"E.
Subject to Easement:
Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), a distance of 175.15 feet; thence S86°19'47"E, a distance of 178.98 feet for a Point of Beginning; thence N03°40'13"W, a distance of 7.5 feet; thence S86°19'47"E, a distance of 153.00 feet to a point on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°52'18"W along the said

West Right-of-Way line, a distance of 7.5 feet; thence N86°19'47"W, a distance of 153.11 feet to the Point of Beginning, all in the City of Springfield, Greene County, Missouri.

Exhibit B

RECORD OF PROCEEDINGS
PLANNED DEVELOPMENT 374
Planning and Zoning Commission – July 16, 2020

Planned Development 374
3503, 3521, 3527, & 3535 South Lone Pine Avenue
Applicant: Elevation Enterprises, LLC

Mr. Hosmer stated that this is a request rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from a R-SF, Single-family Residential and LB, Limited Business District and GR, General Retail District to Planned Development 374. The proposed Planned Development 374 is consistent with the Comprehensive Plan which identifies the south portion of the property as appropriate for medium intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The property to the north has been zoned to a Planned Development for office/medical uses. The Transportation Plan classifies Lone Pine as a Secondary Arterial roadway. The Galloway Creek Greenway Trail and Sequiota Park entrance are across Lone Pine to the east of the property. The property is not in a FEMA floodplain. A fee in lieu of on-site stormwater detention will not be allowed. The property is located in a stream buffer area and a stream buffer easement is being granted by the owner (21,000 sf). The subject property is within the Galloway Redevelopment Policy Area (accepted by City Council October 21, 2019). Galloway Redevelopment Policy Area Recommendations Vision Statement, states that… "The Lone Pine corridor will be welcoming for living and commerce. It will emphasize use of human-scale design components typically embodied in a village environment. This includes high-quality development with distinctive architectural features that respect the area's historic context, sensitive to the surrounding developments, in harmony with nature, built into the topography, beautifully landscaped, colorful and offering many common areas for recreation and socializing. The corridor will continue to be a pedestrian-friendly environment where people can easily walk, bicycle, and drive. Private development will emphasize diverse small retail and service businesses, while employing best practices to protect the area's natural resources and amenities, particularly Galloway Creek, Sequiota Park, and the tree canopy." The surrounding uses to the north (PD 264) allow up 10,000 sf for medical and general office uses, to the south allows for general retail uses (multi-family) and to the west allows for single family/church uses. The proposed Planned Development is for a mixed-use development of multi-family and commercial uses (max 12,000 sf.). The Multi-Family Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre (proposed development is only for 23 du/ac or 100 units). The PD will preserve the existing Treadway Store, Purple Shamrock and Sequiota Bike Shop historic buildings and the applicant has agreed to follow the U.S. Secretary of Interior's Standards for rehabilitation and maintenance. The PD will restrict building heights to 45 feet within 60 feet of Lone Pine and a 60-feet max for other areas or a 45-degree bulk plane adjacent to R-SF (GR has no height restriction but does have 45-degree bulk plane from R-SF). A "Type C" bufferyard adjacent to R-SF to west (minimum of 15 feet wide with plantings). The PD is required to preserve all existing trees of 6" caliper or greater per site plan or replace with 2-inch caliper trees for at least 7 trees per acre. The PD is proposing similar uses per the GR, General Retail District and densities similar to the R-LD/R-MD Multi-Family Districts. GR has no density requirements. Amenities – The development will have a swimming pool, exercise room and resident clubhouse as shown on the site plan. The PD will require sidewalks to be built along Lone Pine per the site plan. The PD requires that Lone Pine Avenue be widened (5') for a northbound left-turn lane to the southern-most entrance to the development and a northbound left-turn lane of a minimum of 150-feet, no further than the

railroad right-of-way OR a Traffic Impact Study is approved by the Public Works Department. Staff recommends approval.

Joel Thomas questioned about the Planned Development 264 to the north and asked what the bulk plain requirements were.

Mr. Hosmer was not sure at this time but believes if refers back to the code.

Mr. Doennig opened the public hearing.

Mr. Brent Stevens, representative of the owner and has a passion to develop Galloway and the enhancement of the area and is adopting the Galloway policy and is working with City staff and gave a brief overview.

Mr. Ryan Phillips, representative of the owner and states that they believe they are keeping within the feel of the area and will reuse the existing current buildings for a village feel of the area and enhanced streetscaping.

Ms. Jane Earnhart, representative of the owner, worked on the site design for a natural environment and will protect and preserve the stream buffer, terrain and maintain a majority of trees. The focus of the site design is public safety and the environment (tree canopy) and will have traffic calming on Lone Pine with open space with pervious areas.

Mr. Mitchell Jenkins, owner have used the Galloway policy to make any decisions and believes that it is a vision of a diverse community and creates additional tax revenue for the city.

Mr. Steven Bowen, 3811 S. Weller Avenue (Sam Coryell), has a vested interested in Galloway and questions if this fits the fabric of the community and the buildings along Lone Pine need to adhere to part of community.

Mr. King Coltrin what would they need to meet the fabric of the land.

Mr. Bowen does believe it may meet that fabric of the community but want whatever goes forward to meet those requirements.

Mr. Bryan Bevel, citizen has different view and believes this is a positive for the area and that the developers have listened to the concerns of the neighborhood.

Mr. Matt O'Reilly citizen stated that 24 du/ac is above the design guidelines requirements and is 25% higher than the Township 28 and more than double the 12 du/ac at Quarry Town. He went through information on dwelling units per acre and went over the height/evaluations of the buildings as well as removing a majority of the trees.

Ms. Cristina Bustamante, citizen went over dwelling units per acre and height of the proposed building and believes if exceeds the requirements of the design guidelines and went over the possible financial problems these building may have fiscally.

Mr. Joel Thomas asked for clarification on the rate of square foot.

Ms. Bustamante noted that market rates are 1.25 per square foot on multi-family.

Ms. Marcie Kirkup, citizen and president of the Galloway Neighborhood and believes it does not meet the Galloway policy of incompatible land uses, safety and traffic. She also noted that unknown damage to the park and waterways and needs more investigation on the waterway/neighborhood and traffic and is not opposed to future development.

Mr. Greg Horton, citizen wants the Galloway project and believes it will bring construction jobs and future amenities to the area.

Ms. Melanie Bach, citizen voiced her concerns for traffic issues and noted that the buildings that he wants to reuse/renovate were active businesses before they were sold to Mr. Jenkins.

Mr. Chad Cook, citizen believes the demand for more development and stated that Mr. Jenkins made numerous concessions to accommodate the neighbors and believes the project will continue the village feel and bring businesses.

Ms. Wendy Huscher, citizen expressed her concern for the development and went over all the obstacles they had in order to develop their photograph studio and is not opposed to development, just this development project.

Ms. Anne Baker, citizen 2240 South Lone Pine and owner of the Sequiota Bike Shop and believes Mr. Jenkins has worked with the neighbors and the design team to get a unique development.

Ms. Amy Haymes, citizen voice her concerns on the possible increase in traffic and that people would use the easement across her property to get to the proposed new development and that raises safety concerns.

Mr. Brandon Biskup, developer believes this is an appropriate scale of development along Lone Pine and went over the retaining wall height and believes this increases neighborhood walkability and an asset to the community.

Mr. Doennig closed the public hearing.

Ms. Melissa Cox asked about the monolith appearance and the 4th story buildings in the Galloway Policy.

Mr. Hosmer stated that the developers worked with City staff to meet the guidelines/policies of the Comp Plan and the Galloway Policy including the preservation of the trees and historic structures.

Mr. Joel Thomas noted that the buildings are very close to Lone Pine Avenue and if there are any future plans to widen Lone Pine.

Mr. Hosmer noted that there will be 5’ of right-of-way for left turn lanes.

Mr. Derek Estell, Public Works there are dedicating additional ROW along Lone Pine for a total of 70’ width

Mr. King asked when the improvements are scheduled.

Mr. Estell the ROW acquisition may be 6 to 12 months and noted the round-about to decrease traffic speed.

Ms. Cox confirmed about the round-about at Lone Pine and Galloway and voiced her concern on traffic (turn lanes) and for the 4-story buildings and that it is hard to vision but will vote in favor of the development.

Mr. Coltrin noted that the developer has made big improvements and advancement in the designs from 2018.

Ms. Broekhoven voiced her concerns about the development not sharing the same low density along the corridor and will be voting no.

Mr. Jobe noted that he is sensitive to the concerns of the neighbors, but believes the development is in line with the guidelines and will be in support.

COMMISSION ACTION:
Ms. Cox motioned to approve item Planned Development 374 (3503, 3521, 3527, & 3535 South Lone Pine Avenue). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, Jobe, Thomas, and Rose. Nays: Broekhoven. Abstain: None. Absent: Shuler.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: July 16, 2020

CITY COUNCIL PUBLIC HEARING: August 10, 2020



CASE: Planned Development 374

ACRES: Approximately 4.2 acres

LOCATION: 3503, 3521, 3527, and 3535 South Lone Pine Avenue

EXISTING LAND USE: Single-family and commercial uses

APPLICANT: Elevation Enterprises, LLC

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

STAFF RECOMMENDATIONS:
Approve w/Conditions

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

SUMMARY OF REQUEST:

Request to rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The proposed Planned Development 374 is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the south portion of the property as appropriate for Medium intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The Major Thoroughfare Plan classifies Lone Pine Ave as a Secondary Arterial roadway.

2. The subject property is within the Galloway Redevelopment Policy Area Recommendations for the South Lone Pine Avenue corridor between Battlefield and Republic Roads. These recommendations serve as the policy for development in the area and are to be used in reviewing applications for zoning changes. Staff has reviewed the applicant's submittal with the Galloway Recommendations and believes that the applicable recommendations have been addressed (Attachment 3).

3. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre.

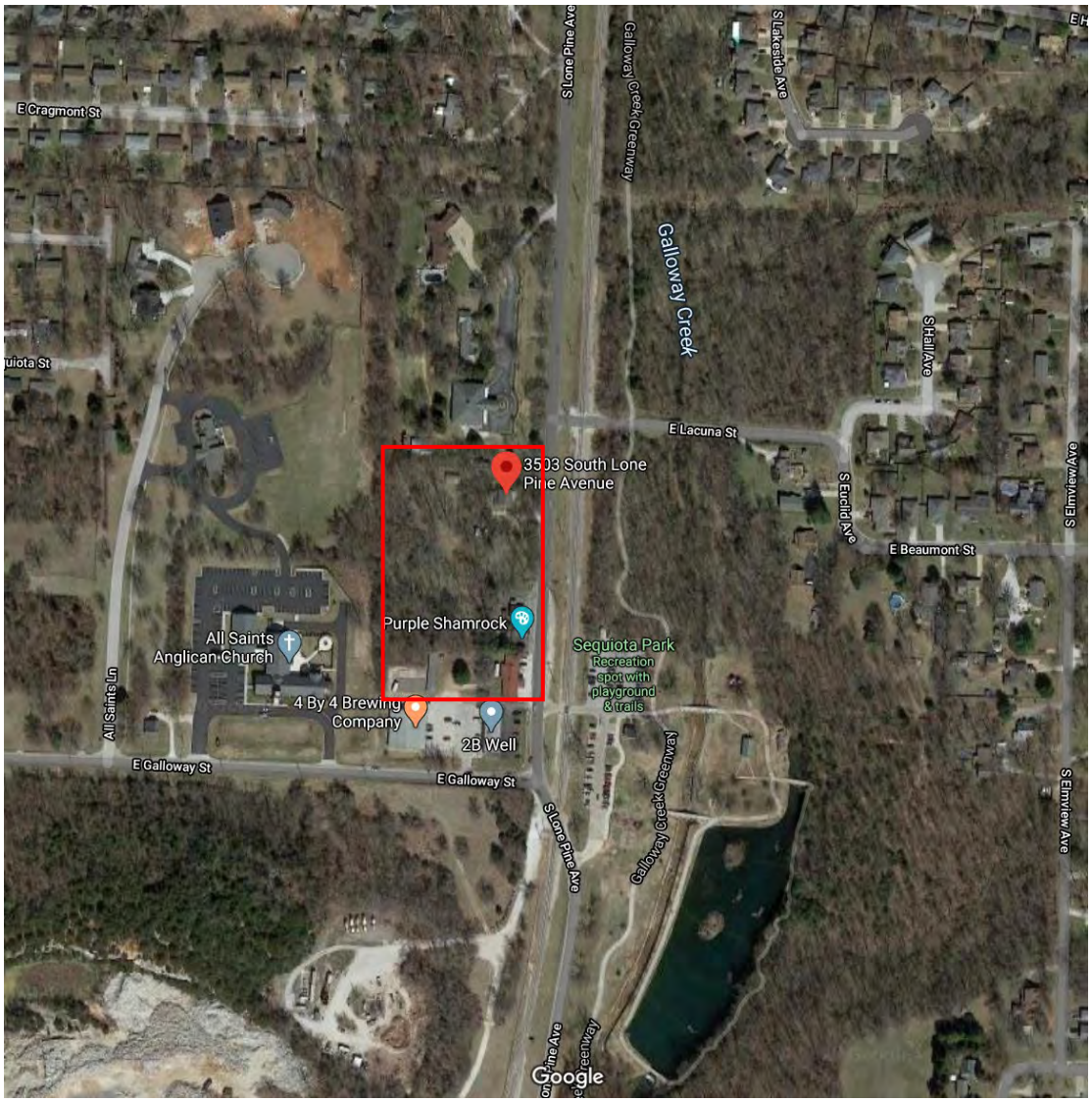
4. The proposed Planned Development is proposing to preserve the existing structures (Treadway Building, Purple Shamrock and Sequiota Bike Shop) located at 3521, 3527 and 3535 S. Lone Pine Avenue to preserve and rehabilitate following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements.

5. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 264	GR	R-SF	R-SF
LAND USE	Photographic studio and office use	Commercial Uses	Undeveloped area with greenway trail & Sequiota Park	Church & stormwater detention for residential subdivision.

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

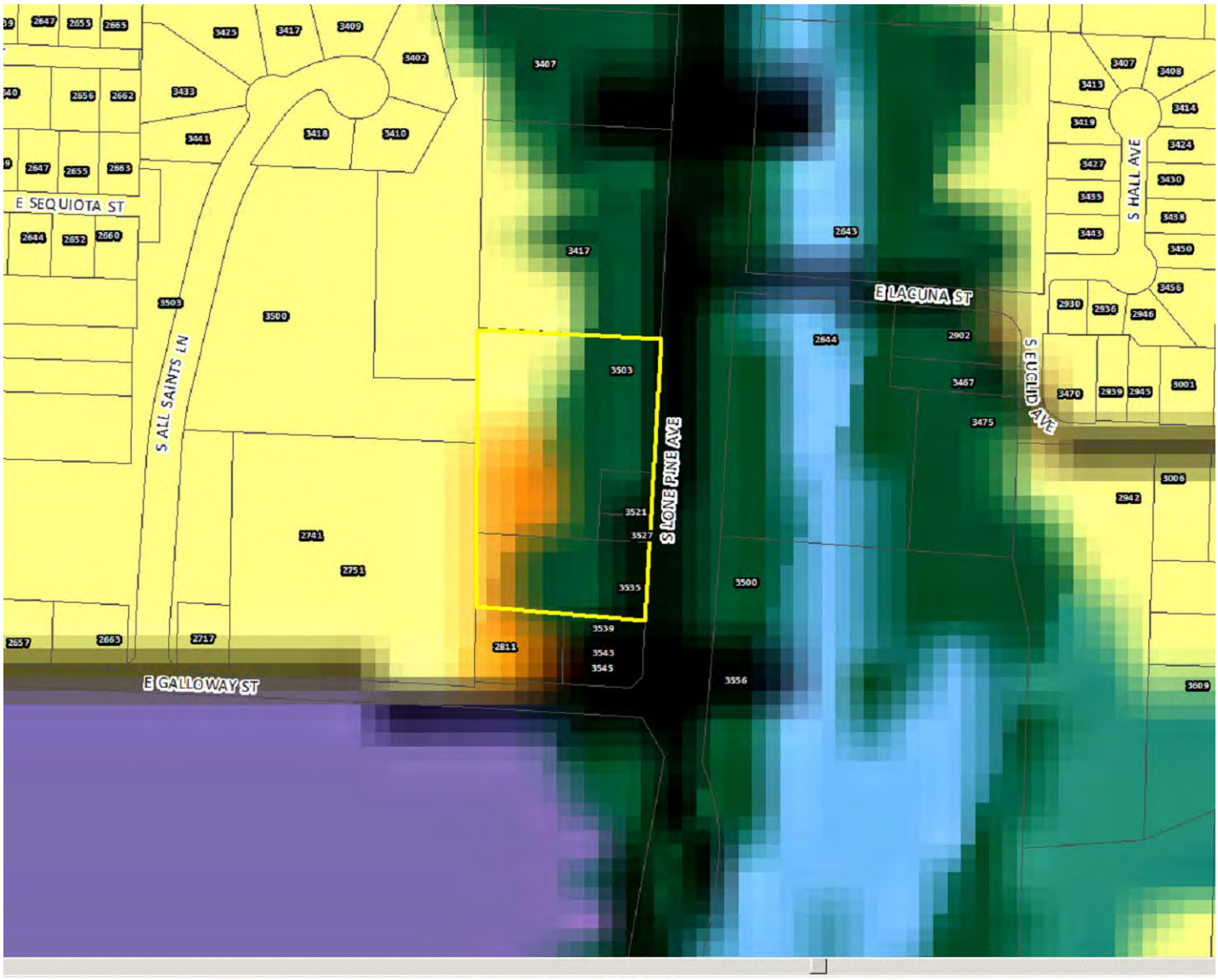


GOOGLE MAPS STREET VIEW:




3614 S Lone Pine Ave
Springfield, Missouri
Google
Street View
ONE OF A KIND
S Lone Pine Ave

GROWTH MANAGEMENT AND LAND USE PLAN:



GROWTH MANAGEMENT AND LAND USE PLAN FROM *THE SOUTHEAST DEVELOPMENT STUDY:*



PROPERTY HISTORY:

The property is currently on four separate properties that are zoned R-SF, LB and GR. The property at 3503 and 3521 S. Lone Pine have been zoned R-SF and LB since the City-wide remapping in 1995. The Treadway building property was rezoned from LB to GR in 2009. In 2018 the R-SF and LB properties were part of a rezoning request to rezone to a GR, General Retail District with a Conditional Overlay District which was tabled and then administratively delayed by Resolution No. 10408. In June of 2019, the Sequiota Store, Treadway General Store & Gas Station were submitted to City Council for nomination as historic sites, but that resolution failed.

PLANNING AND ZONING COMMISSION AUTHORITY:

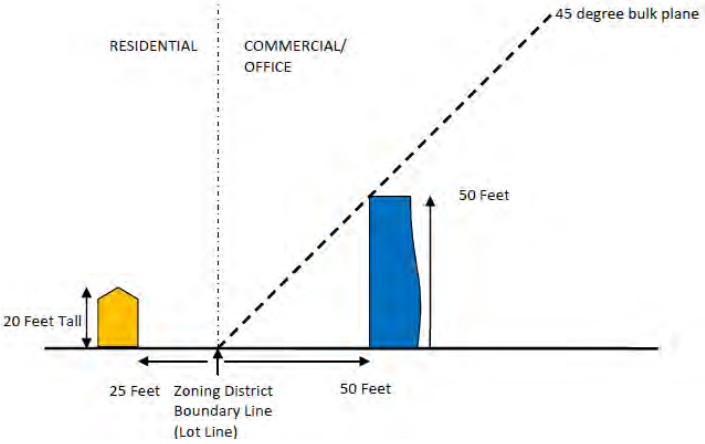
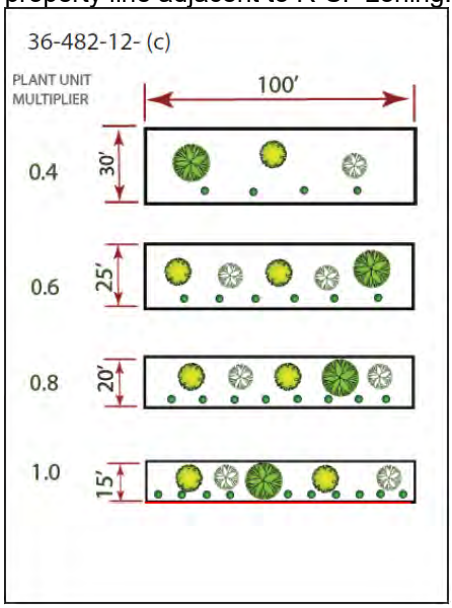
Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. 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 PD 374**
Use Limitations	1. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance. 2. No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code. 3. Mobile food vendors must comply with all requirements of 36-452. (3)(b)2. And 36-452(4), Temporary Uses. The hours of operation for mobile food vendors will be limited to 8:00 a.m. to 9:00 p.m. 4. Self-service storage facilities are not allowed except for storage facilities for tenants of multifamily buildings. 5. All activities and permitted uses except for the following shall be conducted entirely within a completely enclosed building. a. Sidewalk sales b. Outdoor eating and drinking facilities c. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk d. Street vendors licensed by the City of Springfield e. Farmers market f. Mobile food vendor
Intensity of Development	1. Maximum residential density permitted is 25 dwelling units per acre. 2. A total of 7,995 sq. ft. of existing space to be renovated to non-residential uses distributed among 4 existing buildings and shall be a maximum of 12,000 sq. ft. of total nonresidential use.
Maximum Structure Height	1. Structures that are located within 60 feet of the property/right-of-way line, fronting along Lone Pine Avenue shall have a maximum building height of 45 feet. 2. All other structures shall have a maximum building height of 60 feet and shall remain below a forty-five (45) degree bulk plane where the property adjoins an R-SF or R-TH District. 3. Building height: The vertical distance measured from the average ground level at the base of the structure's perimeter to the highest point of the roof's surface if a flat surface; to the deck line of mansard roofs; and to the mean height level between eaves and ridge for hip or gable roofs. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, telecommunication towers, ornamental cupolas, domes, or spires, elevator bulk heads, penthouses, tanks, water towers, and parapet walls not exceeding four feet in height.
Minimum open space	Not less than 25 percent

Maximum impervious area	Shall not exceed 75 percent of total lot area
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
45-degree from R-SF or R-TH districts 	A bufferyard Type C will be required along the west property line adjacent to R-SF zoning. 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the south portion of the property as appropriate for Medium-intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The Medium-intensity retail, office or housing land use mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain road corridors. Since these land uses may have differing impacts on adjacent low-density housing and on traffic generation, the site planning guidelines of this plan and the regulations of the zoning ordinance must be observed during the site planning process. Consistent with the plan policy of generally increasing the compactness of urban development, housing may be combined in the same building or closely integrated on the same site with retail or office space.

The *Plan* identifies Medium Density Multi-Family Residential and General Retail districts as an appropriate zoning districts for the medium-intensity retail, office or housing land use category. The Planned Development has similar uses allowed in each of these districts.

The medium-intensity retail, office or housing land use category promotes a policy of generally increasing the compactness of urban development by combining housing in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.

The Major Thoroughfare Plan classifies Lone Pine Avenue as a Secondary Arterial roadway and Galloway Street (south of the subject property) is also classified as a Secondary Arterial roadway.

The subject property is within the *Southeast Springfield Development Study*, area which was accepted by City Council in 2002. The Study looked at a variety of development scenarios, public improvements and site constraints for a broad area bounded by Battlefield Road on the north, the Christian County line on the south, National Avenue on the west and Route J on the east. The *Study* recommended this property as appropriate for medium-intensity retail, office or housing and low-density housing. However, since that time both the properties north and south of the subject property have been rezoned. The north tract was rezoned in 2003 to PD 264 which permits medical and general offices and the tract to the south which is incorporated in the proposed PD was rezoned to General Retail in 2009.

Galloway Redevelopment Policy Area Recommendations Vision Statement, accepted by City Council October 21, 2019 states that…"*The Lone Pine corridor will be welcoming for living and commerce. It will emphasize use of human-scale design components typically embodied in a village environment. This includes high-quality development with distinctive architectural features that respect the area's historic context, sensitive to the surrounding developments, in harmony with nature, built into the topography, beautifully landscaped, colorful and offering many common areas for recreation and socializing. The corridor will continue to be a pedestrian-friendly environment where people can easily walk, bicycle, and drive. Private development will emphasize diverse small retail and service businesses, while employing best practices to protect the area's natural resources and amenities, particularly Galloway Creek, Sequiota Park, and the tree canopy".*

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-Family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374. If approved, the applicant plans a mixed-use development with two new multi-family residential buildings and four existing buildings for continued commercial use as shown on their Exhibit 2 site plan.

2. The applicant is proposing a planned development district in response to concerns from the community during their rezoning request in 2018. The intent of the planned development (PD) district is to encourage more creative and imaginative design than generally is possible under conventional zoning regulations. The applicant/developer is proposing a unique mixed-use development that will include retaining 4 existing commercial structures.

3. In 2019, City Council adopted Resolution 10481 which accepted the Galloway Redevelopment Policy Area including recommendations for development along the South Lone Pine Avenue corridor between Battlefield and Republic Roads. These recommendations serve as the policy for development in the area and were used to review the Planned Development. Staff has reviewed the applicant's submittal along with the Galloway Recommendations and believe that all applicable recommendations have been addressed (Attachment 3).

4. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2).

5. The proposed Planned Development consists of 4 acres of property of which one acre is currently zoned GR and LB which would allow for all of the proposed uses. The proposed PD 374 will have the following notable requirements:

    a. The proposed Planned Development will continue to have similar Use Limitation requirements on commercial outdoor activities and storage; however, it also has limitations on Mobile Food Vendors that are permitted in this district:

    b. The proposed PD 374 is mixed-use, with restrictions on both residential and non-residential uses. The maximum residential density calculated by Multi-Family Location and Design Guidelines (Matrix) is 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre. Their current site plan shows approximately 100 units at 23 dwelling units per acre. The applicant is also proposing dwelling units within the existing commercial structure (Treadway's Building). A total of 7,995 sq. ft. of existing space to be renovated to non-residential uses is distributed among 4 existing buildings and shall be a maximum of 12,000 sq. ft. of total nonresidential use.

    c. The bulk, area and height requirements in the proposed PD 374 will be more restrictive than a typical commercial or multi-family district. The applicant has placed a height restriction on new construction within 60 feet of Lone Pine Avenue. Structures that are located within 60 feet of the property/right-of-way line, fronting along Lone Pine Avenue shall have a maximum building height of 45 feet. All other structures shall have a maximum building height of 60 feet and shall remain below a forty-five (45) degree bulk plane where the property adjoins an R-SF or R-TH District (Exhibit 4).

d. The open space and maximum impervious surface requirements are more restrictive in the proposed PD 374 in comparison to the existing GR and LB which require only 20% open space. It's less restrictive compared to the R-SF which has an open space requirement of 30%; however, a portion of the R-SF area is within the medium intensity retail, office and housing category of the Comprehensive Plan so it is expected to be developed more densely than R-SF standards (Exhibit 2).

e. The proposed PD 374 will require a Bufferyard Type C between the property to the west which is zoned R-SF. This is comparable to the bufferyard requirements in the Zoning Ordinance between the R-MD, Medium Density Multi-Family Residential District and the R-SF District. A 10-foot set back along the north property line shall be established to help preserve the existing tree canopy.

f. Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification. The existing shared access easement from Lone Pine Ave. at the southern property line shall be used for access to the development. Improvements to shared access from Lone Pine Ave. will be implemented as shown on Exhibit 2 – Preliminary Site Layout and in coordination of required public improvements described in Section N.

g. A final development plan shall only be approved if it is in substantial conformance with Exhibits 1, 2 and 4. The final development plan shall be submitted to the Planning and Development Department for the Administrative Review Committee review and final action.

6. The proposed PD has an exception to the Multi-Family Location and Design Guidelines regarding the 15% minimum useable recreational area that is required. The applicant is proposing more open space within the development in part because of the preservation of the stream buffer; however, in preserving the natural topography of the stream buffer area and minimizing the amount of grading and retaining walls in following the Galloway Recommendations, there is a reduction in usable open space down to 8%. Staff supports this reduction due to the preservation of the stream buffer area and believes the other amenities including the boardwalk that provide ample recreational area as intended by the guidelines (Exhibit 9). In addition, the development is across the street from Sequiota Park.

7. The proposed PD also includes public improvements to Lone Pine Avenue as identified by a traffic study that was conducted and approved by City staff. The improvements include a northbound left-turn lane along S. Lone Pine Avenue needed to access the development at its southern-most entrance, aligning with the Sequiota Park driveway entrance. The site will be required to dedicate five (5) feet of additional right-of-way. The Purple Shamrock building at 3527 S. Lone Pine Avenue encroaches into the proposed right-of-way and so the new right-of-way dedication will need to jog around the existing building or an agreement with Public Works will need to be provided prior to dedication of the new right-of-way. The developer is required to provide a crosswalk aligned to the northside of the Sequiota Park driveway and to the northside of the shared access drive south of 3535 S. Lone Pine Ave. (Treadway building). The developer shall be required to construct a sidewalk along the property fronting South Lone Pine Ave. In an effort to preserve existing trees and enhance the pedestrian experience; the required sidewalk shall be allowed to shift onto private property per the site plan (along 3503 S Lone Pine Ave.). A sidewalk easement will be negotiated between the city and developer.

8. Public improvements are planned along Galloway Street by the City between Lone Pine and Luster Avenue including the addition of sidewalks. Funding for the design and partial right-of-way acquisition of this project was approved by voters in 2016 as part of the ¼-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax. The project is currently in the design phase. The proposed design includes a wider three-lane roadway. There will be one lane in each direction with a center turn lane. This turn lane will improve safety by allowing vehicles to safely make left turns. The proposed design also includes a sidewalk on one side of the road and a multi-use path for bicyclists and pedestrians on the other. Intersection improvements are proposed at the intersection of Galloway and Lone Pine. These improvements will result in a roadway alignment that is shifted to the south. In addition, the vertical alignment will be improved which will help the rideability and sight distance. The widening will include a new center turn lane, traffic calming roundabout intersections at Luster Avenue and at Lone Pine Avenue, sidewalks on the south side of Galloway Street, multi-use path on the north side of Galloway Street, improved connection to Sequiota Park and Greenway Trail, upgraded stormwater infrastructure and improved drainage along Luster Avenue and an improved railroad crossing.

9. The applicant is proposing restrictions to address the preservation and maintenance of the existing commercial buildings. The existing structures at 3521, 3527 and 3535 S. Lone Pine Avenue and as designated on site plan shall be preserved and appropriately rehabilitated following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements. Residential uses may be located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. Uses shall encourage public activity along Lone Pine Avenue. Structures shall not be demolished or removed without an Economic Hardship being proven as prescribed in Section 36-404. The Administrative Review Committee (ARC) shall be responsible for any approvals or interpretations of this subsection. If the existing structures, as described above, are designated on the *Springfield Historic Register* in the future, the Landmarks Board will have authority and ARC's authority as described above will be null and void.

10. The proposed Planned Development is consistent with the adjacent commercial zoning and has residential that will support the mixed-use development. The *Growth Management and Land Use Plan* element promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The property to the south is zoned GR, General Retail. The property to the north is zoned Planned Development 264 which allows medical offices and finance, insurance and real estate offices in addition to the existing photographic studio and office. The property to the west is zoned R-SF, Residential Single-family and is currently used as a Church and stormwater detention area for the adjacent residential subdivision.

11. The City Council adopted a Blight Study and Redevelopment Plan in 2014 for this area. Projects consistent with the Galloway Area Redevelopment Plan may apply for real property tax abatement for new improvements (100% on the new improvements for 10 years). The Galloway Redevelopment Area extends from approximately Lacuna Street to Republic Street. There are similar mixed-use developments further south along Lone Pine Avenue that have been recently completed or are being constructed now.

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

NEIGHORHOOD MEETING:

Due to the Mayor's Proclamation of Civil Emergency (COVID-19), the applicant held a virtual neighborhood meeting on May 13, 2020 from 4-6:30 p.m. A summary of the meeting and questions/comments from the meeting are attached (Attachment 4).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 5 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with development plan or rezoning, however proposed storm culverts may be in conflict with 12" water main on East side of Lone Pine. Relocation or Lowering may be required.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Not enough spot elevations or wall detail south of building 1 to evaluate the wall adjacent to the sanitary sewer. It does not appear as though the wall would encroach into the sewer easement. If there is a footing associated with this wall, we would prefer it remains outside the sewer easement

FIRE DEPARTMENT COMMENTS:

Pending approval of fire apparatus turn around on south side with all property buildings fire sprinklered OR a second Fire access entrance per 2018 IFC Appendix D.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Lone Pine as a Secondary Arterial roadway. The standard right-of-way width for S. Lone Pine is 35-feet from the centerline. It appears additional right-of-way is needed along S. Lone Pine Avenue. S. Lone Pine Avenue is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. Lone Pine Avenue is 6,785 vehicles per day. On-street parking is not allowed along this portion of S. Lone Pine Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Lone Pine Avenue. The two driveway approaches shown in the Preliminary Development Plan will be allowed.

SIDEWALK

There is not existing sidewalk along the property frontage of S. Lone Pine Avenue. Sidewalk is required to be constructed along the property frontage as shown on the Preliminary Development Plan.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Galloway Creek Greenway Trail is located just east of this development across S. Lone Pine Avenue. There are no bus stops along S. Lone Pine Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area. A crosswalk aligned to the northside of the Sequiota Park driveway and the northside of the shared access drive south of 3535 S. Lone Pine Ave. (Treadway's Building) is proposed as shown on the Preliminary Development Plan.

IMPROVEMENTS

At a minimum, Lone Pine Avenue is required to be widened to accommodate a northbound left-turn lane into the southern-most entrance to the development. Northbound left-turn lane is to be a minimum of 150 feet, plus taper. Taper should extend no further than the railroad right-of-way, ***OR*** a Traffic Impact Study (TIS) must be submitted according to Public Works Design Standards - Chapter 9. Any improvements required as a part of the TIS must be constructed and approved,

or funds escrowed, prior to issuance of a building permit. Public Works has plans to make improvements to the intersections of Galloway and Lone Pine. Public improvement plans should be coordinated with the planned Public Works improvements.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Lone Pine Avenue	Secondary Arterial	No	30	35

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	14	26	284	N/A
***Proposed Trips Generated**	124	141	1196	N/A
Additional Trips Generated	110	115	912	N/A

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

STORMWATER COMMENTS:

The property is in the Galloway Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. Water quality will be required if disturbing more than one acre. The property is located in a stream buffer area. The stream buffer width for this area is 30 ft on each side as measured from the top of bank, as shown on the stream buffer map (http://maps.springfieldmo.gov/mapgallery/. The widths are an estimation for planning purposes only. The actual width will be based on a survey and plan by the applicant. A stream buffer easement will be required prior to construction.

Stormwater has no issues with re-zoning but has the following requirements at the time of development:

1. This site has a natural stream that requires a 30-foot stream buffer on each side per Chapter 8 of the Stormwater Design Criteria Manual. This must be shown in a stream buffer easement. Any proposed encroachment and mitigation for the stream buffer will require a no feasible alternatives analysis and stream buffer plan that is subject to review and approval in accordance with Chapter 8. Once the stream buffer is approved, a stream buffer easement form must be submitted for recording using the form at https://www.springfieldmo.gov/2120/Resources.

2. The proposed drawing shows some construction within the stream, a pedestrian bridge and parking lot. Use the stream mitigation measures shown in our manual such as buffer width averaging to account for this.

3. Downstream improvements in lieu of constructing detention on site. The downstream improvements would be to construct a culvert under Lone Pine.

4. Since this project will be disturbing more than one acre, water quality is required and must be built, inspected, and approved prior to release of the building permit. If this is not possible, submit a temporary stormwater plan with your plan submittal.

5. As-builts will be required. The as-builts must be submitted and approved prior to release of the certificate of occupancy.

6. An operation & maintenance plan and agreement are required for water quality and must be submitted in the Reports folder for review prior to signatures. Please see the instructions and templates at https://www.springfieldmo.gov/2120/Resources.

7. Low impact development site planning and design approaches should be used where feasible per Chapter 10, including minimizing disturbance of steep slopes, preserving trees, working with natural drainage patterns, and a treatment train approach of open conveyance and small distributed stormwater control measures.

8. Need to show the existing and proposed amount of impervious surfacing. For any increase in impervious surfacing, current detention and water quality requirements must be met. Structures and impervious surface onsite and currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

9. 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.

10. If disturbing 1 acre or greater, water quality will also have to be provided.

11. Drainage easements must be provided for this conveyance.

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

13. Please keep in mind that more detailed stormwater calculations must be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Galloway Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	NA

REQUIREMENTS:

ATTACHMENT 2
MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT
PLANNED DEVELOPMENT 374

The applicant is requesting approval of multi-family apartments on 4.2 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 12 points which includes opportunity and constraint points and a density bonus for a mixed-use development, thus permitting a residential density of 27 dwelling units/acre. The applicant is currently proposing (13) micro efficiency, (26) studio, (37) 1-bedroom, (24) 2-bedroom & (8) 3-bedroom units for a total of 100 units which equates to approximately 23 dwelling units per acre. As mentioned, the applicant has shown that they meet one of the density bonus increases with proposal for a mixed use development. This would add an additional 3 du/ac to the overall development. Staff has factored these bonus densities along with the opportunities and constraints for this site with our recommendation to support the request for 27 du/ac. Below is an analysis of the five categories used to calculate the Matrix score.

A. Land Use Accessibility (1/3 points)
   One point was given for land use accessibility. There is neighborhood retail mixture and recreational parks/greenways uses within a ¼ mile.
B. Connectivity Analysis (1/5 points)
   One out of a maximum of five points were given for connectivity.
C. Road Network Evaluation (1/2 points)
   One point was given for the road network evaluation.
D. Design Guidelines (6/6 points)
   A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

   1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 15 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted with building permits conforming to these requirements.

   2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan.

   3. Building Orientation and Interior Landscaping – All building orientations will address public streets to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted with building permits conforming to these requirements.

   4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and PD language.

   5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.

6. Useable Recreational Area/Facility – A minimum of 15% usable open space is required. An exception in the Planned Development to the minimum 15% recreational space established by the Revised Multi-Family Design Guidelines shall be given to minimize the amount of grading that would be required to achieve the minimum recreational space maintaining the intent of the Galloway Neighborhood guidelines of minimizing retaining walls and grading.

7. Amenities – The development will have a swimming pool, exercise room and resident clubhouse as shown on the site plan. The mobile food vendor use is not a formal amenity but provides convenient food services for residents.

8. Preservation of Trees –All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance with at least 7 trees per acre.

Density Bonus

A density bonus is allowed if a development has met the minimum matrix points for a specified density, at least half the design guidelines are met, and will not exceed 40 dwelling units per acre (du/ac). The total additional bonus dwelling units are as follows:

1. Mixed Use Developments: Mixed Use developments that contain an equal amount or greater total square footage of residential to non-residential are allowed an increase of 3 dwelling units per acre.

Staff has determined that one density bonus category is met by the proposed development. This would add an additional 3 du/ac to the overall development. These density bonuses will factor into the opportunities and constraints and overall staff recommendation, though.

Opportunities and Constraints

1. How much higher density exists or is planned/approved for area?

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the area is planned for higher densities or higher densities exist. A portion of the site is currently zoned GR, General Retail and LB, Limited Business which allow for higher density mixed use residential development. Majority of this site has been designated as appropriate for Medium Intensity Retail, Office and Housing.

2. Does the proposal support redevelopment/revitalization goals?

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is located within a redevelopment or revitalization area. This area is located is located within the Galloway Area Redevelopment Plan which was adopted in 2014 and within the Southeast Development Study Area as Medium Intensity Retail, Office or Housing adopted in 2002.

3. Are there physical or other natural barriers within ½ mile of the site?

Staff may consider recommendation of a higher density than that determined by the matrix calculation when the site is within a ½ mile of physical or other natural barriers. The railroad to the east of this site and extreme slope of the terrain creates physical or natural barriers in developing higher density residential uses within this area.

DENSITY: The assessment criteria resulted in a total of a maximum residential density of 27 dwelling units per acre. The applicant is requesting a total residential density of up to 25 dwelling units per acre.

ATTACHMENT 3
GALLOWAY RECOMMENDATIONS
PLANNED DEVELOPMENT 374

The Galloway Area Recommendations, passed October 21, 2019, provides staff recommendations that apply to developers, city staff, and residents when pursuing future developments within the specified area. This checklist refers to the recommendations that apply specifically to the applicant/developer for a project. This is to be used only as a reference for those recommendations. The original Galloway Recommendations document must still be reviewed as this is only a supplemental visual to what is outlined in that document. This checklist also references The Galloway Community Improvement District, which was approved by City Council on August 12, 2019.

Staff has reviewed the applicant's attached exhibits (1-12) for compliance to the Galloway Recommendations as outlined below.

A. Public Safety (1/1)
1 out of 1 recommendation was addressed. Recommendation #1 is not applicable to the proposed development since it is not adjacent to Galloway Trail.

1) Clearly delineate parking areas along the street edge from the street surface.
2) Install physical barrier or fencing between trail and roadway where feasible.

B. Environmental Protection (3/3)
3 out of 3 recommendations were addressed.
1) Water quality protection and stormwater management for new developments. Innovative techniques are welcomed and encouraged. (Examples include: Maximizing open space, green roofs, rain water collection systems, rain gardens, and berms.)
2) Establish stream buffer easements for all new developments.
3) Protect the tree canopy through preservation of healthy trees and installing high quality landscaping where possible.

C. Image Enhancement (5/5)
5 out of 5 recommendations were addressed. Recommendations #1 & 2 were not applicable to the proposed development since it is not adjacent to Galloway Trail.
1) Plant trees along the Galloway Trail.
2) Develop pocket parks along the Galloway Trail.
3) Preserve village feel through:
    a. Mixed-use of small businesses
    b. Reuse of existing structures
    c. Complimentary architectural styles
4) Promote a high-quality streetscape experience that is supported by the Galloway CID and Multi-Family Development Guidelines; Examples include:
    a. Planters and window boxes
    b. Brightly colored doors or building accents
    c. Attractive landscaping and plantings
    d. Public art
    e. Fountains
    f. Dog watering stations
    g. Outdoor seating
    h. Street trees
    i. Decorative lighting
5) Mixed-Use development
6) Use Conditional Overlay Districts; Examples include:
    a. Limit uses (e.g. storage units, gas stations, drive-thru businesses, car washes, cell towers, etc.
    b. Limit signage types (e.g. size, illumination, placement, number, prohibition of

digital)
    c. Restrict glazing ratios to no more than 40% of exterior surface
    d. Limit building height through bulk plan regulations (exceptions to this are discouraged)
    e. Require parking lots be located behind buildings where feasible
    f. Require tree canopy preservation
    g. Limit excessive grading or rock blasting
    h. Restrictions on retaining walls (limit height and require minimum distance between tiers)
7) Increase landscaping requirements. Encourage canopy trees and high-quality plantings in landscaping.

D. General Recommendations (2/2)
2 out of 2 recommendations were addressed.
1) Proactively communicate with area stakeholders and the City.
2) Emphasize the history of the area/site through artwork, signage, place-naming, and historic designations and preservation.

Attachment 4

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: LB, GR & RSF to Planned Development
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: May 13, 2020 from 4:00 pm until 6:30 pm
3. Meeting Location: due to COVID-19 a virtual meeting was held via GoToMeeting
4. Number of invitations that were sent: 24 (see attached list)
5. How the mailing list was generated: city prepared 185' and 500' lists
6. Number of neighbors in attendance (attach a sign-in sheet): 82
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

The meeting information was also posted on the Galloway Neighborhood Facebook page.

See attached list.

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

See attached list.

I, Jane Earnhart (*print name)*, attest that the neighborhood meeting was held on 05/13/2020 (*month/date/year),* and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached “Neighborhood Notification and Meeting Process."

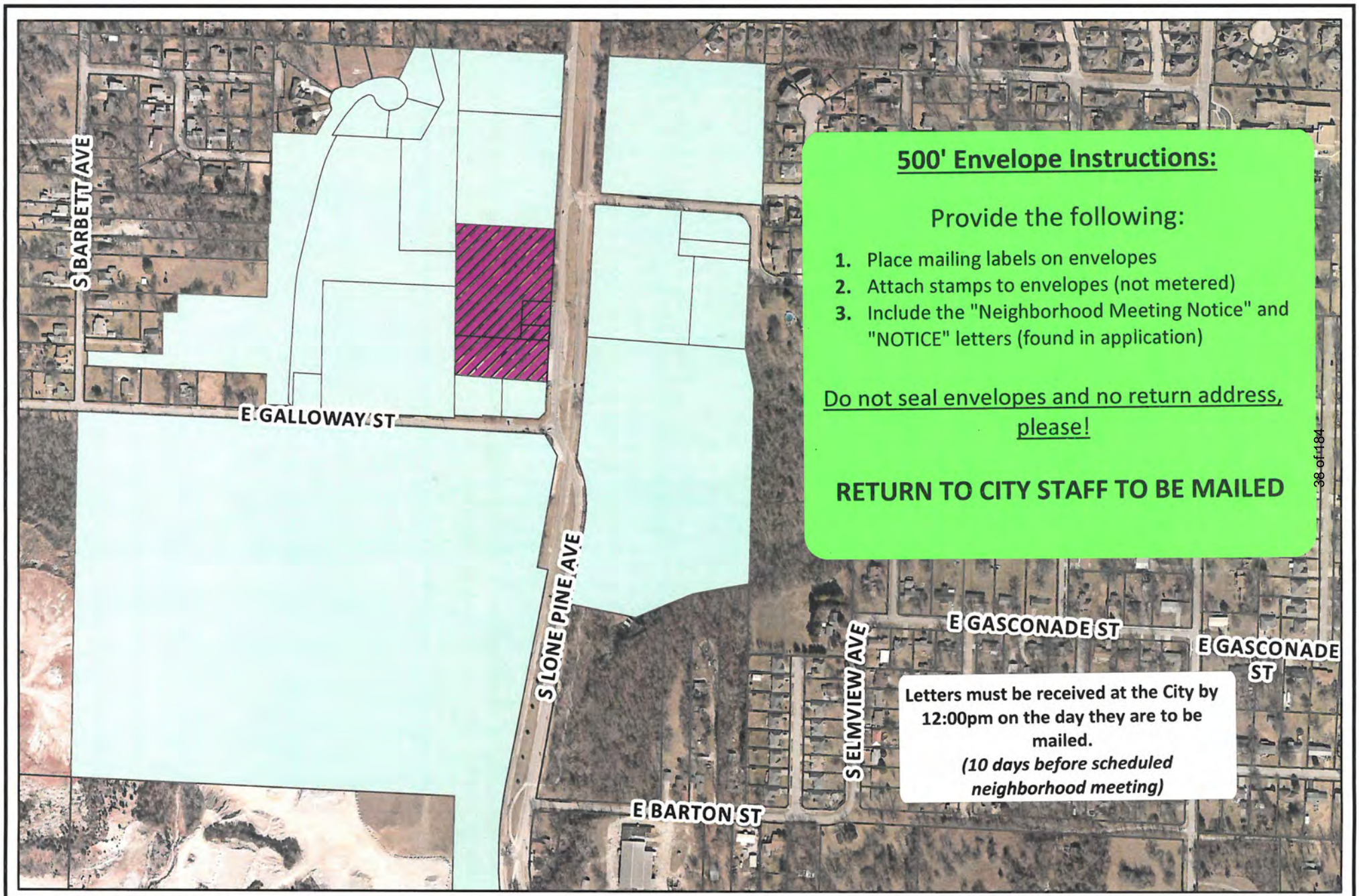
Jane Earnhart

Signature of person completing affidavit

Jane Earnhart

Printed name of person completing affidavit

500'



CITY OF Springfield

0 130 260 520 780 1,040 Feet

SCALE: 1:5,461

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

CURRENT RESIDENT/BUSINESS OWNER
3500 S LONE PINE AVE
SPRINGFIELD, MO 65804

MOORE, LANA
2717 E GALLOWAY ST
SPRINGFIELD, MO 65804

HAYMES, JEFFREY
236 CLEARSPRING RD
SPARTA, MO 65753

HUSCHER, BART A
3417 S LONE PINE AVE
SPRINGFIELD, MO 65804

ALL SAINTS ANGLICAN CHURCH
2751 E GALLOWAY ST
SPRINGFIELD, MO 65804

NN LAND DEV LLC
2340 E COTTAGE BLVD
OZARK, MO 65721

ALL SAINTS ANGLICAN CHURCH
PO BOX 10892
SPRINGFIELD, MO 65808

ASH GROVE CEMENT CO
PO BOX 25900
OVERLAND PARK, KS 66225

WISE, PERRY
173 REDWOOD RD
LOUDON, NH 3307

OCONNELL, THOMAS P JR
3467 S EUCLID AVE
SPRINGFIELD, MO 65804

SGF-GREENE COUNTY PARK BOARD
1923 N WELLER AVE
SPRINGFIELD, MO 65803

JOHNSON, BETSY
3728 S ELMVIEW AVE
SPRINGFIELD, MO 65804

KIRKUP, MARCIE
4236 S WINDERMERE AVE
SPRINGFIELD, MO 65804

LAMB, CARRIE
2902 E LACUNA ST
SPRINGFIELD, MO 65804

HUSCHER, WENDY
3417 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3539 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
2811 E GALLOWAY ST
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3407 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3500 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3402 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3410 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3418 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3800 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3475 S EUCLID AVE
SPRINGFIELD, MO 65804

This is a listing of all those that registered on line for the virtual meeting. The column on the left indicates whether or not they signed in during the duration of the meeting.

Attendee Report: Lone Pine Planned Development Neighborhood Meeting

Report Generated:

05/14/2020 01:38 PM PDT

Webinar ID	Actual Start Date/Time	Duration	# Registered	# Attended
836-421-923	05/13/2020 03:48 PM CDT	2 hours 45 minutes	115	82

Attendee Details

Attended	Last Name	First Name	Email Address
Yes	Ayres	Zeb	zayres87@gmail.com
Yes	Bach	Melanie	mcclamlaw01@gmail.com
Yes	Bennett	Cathy	clbennett55@hotmail.com
Yes	Bennett	Mark	mbennett0556@sbcglobal.net
Yes	Berkwitz	Stephen	sberkwitz@gmail.com
Yes	Boles	Ron	julienron64@mchsi.com
Yes	Bottoms	Carrie	carrieb2u@yahoo.com
Yes	Bray	Justin	justin_bray09@hotmail.com
Yes	Brittain	Julie	Jewels532555@yahoo.com
Yes	Brown	Stephanie	stephaniebrown50@gmail.com
Yes	Bryant	Laurel	laurelrlbryant@gmail.com
Yes	Bustamante	Cristina	cbustamante22@gmail.com
Yes	Caldwell	Kay	kay.caldwell@att.net
Yes	Camp	Mary	mcampb01@yahoo.com
Yes	Carpenter	Teresa	tgcarpenter4@gmail.com
Yes	Chambers	Paden	pchambers@nformarc.com
Yes	Christensen	Anna	minkona@gmail.com
Yes	Cinkosky	Zach	zcinkosky@gmail.com
Yes	Cohen	Deborah	angelchild57@hotmail.com
Yes	Cook	Chad	chad.cook@pro16properties.com
Yes	Cross	Becky	beckyc6202@att.net

Yes	Diamond	Deanna	deannadiamond206@gmail.com
Yes	Diamond	Jevne	jevnediamond@gmail.com
Yes	Earnhart	Jane	jearnhart@olsson.com
Yes	Friesen	Sarah	Sarah.b.friesen@gmail.com
Yes	Garling	Becky	mombec@mchsi.com
Yes	Grigsby	Clayton	clayton.j.grigsby@gmail.com
Yes	Grigsby	Amanda	aggrigs@hotmail.com
Yes	Hackeson	Debbi	ginko@newsguy.com
Yes	Haik	Rob	rob@hdesigngroup.com
Yes	Hardison	Kathryn	khardison@sbj.net
Yes	Harris	Christine	ChristineL1949@msn.com
Yes	Huscher	Wendy	aboutfacesphoto@hotmail.com
Yes	Imhoff	Mary Ann	maimhoff@gmail.com
Yes	Jenkins	Douglas	jenkinsd@evangel.edu
Yes	Jenkins	Mitch	mitch@elevation-development.com
Yes	Jenkins	Bonnie	jenkinsb@evangel.edu
Yes	Johnson	Duane	dj.spfmo@yahoo.com
Yes	Jones	Ciree	cireejones@gmail.com
Yes	Kirkup	Marcie	kirkups@att.net
Yes	Kise	Barry	bkise316@gmail.com
Yes	Landolt	Sharon	greglandolt@yahoo.com
Yes	Lawson	Deborah	gallowayplace@outlook.com
Yes	Lear	Andrew	alear@springfieldmo.gov
Yes	Little	Becky	beckylittle6@aol.com
Yes	Marquart	Shawn	kmarquart4@gmail.com
Yes	McCarthy	Jim	lcsrefs@aol.com
Yes	Mcvay	Jackie	jackie.mcvay@yahoo.com
Yes	Messer	Jake	jtmesser@gus.pittstate.edu
Yes	Miller	Jenna	jenna@tlcproperties.com
Yes	Munoz	Mindy	wisegurl@hotmail.com
Yes	O'Connell	Tom	tompoconnell@gmail.com
Yes	Park	Miles	mpark@springfieldmo.gov
Yes	Patterson	Jane	jsp91@sbcglobal.net

Yes		Phillips	Ryan	ryan@hdesigngroup.com
Yes		Pittman	Larry	pittman_larry@att.net
Yes		Reese	Sandy	sandyreese@me.com
Yes		Retana	Phil	phil.retana@hotmail.com
Yes		Russell	Jordan	jtrussell@pillar-insurance.com
Yes		Saeger	Jade	jadesaeger@gmail.com
Yes		Shaw	Sonja	sonjashaw@gmail.com
Yes		Shelley	Jennifer	jnnfrshelley@yahoo.com
Yes		Sickmyre	Clif	clifsickmyre@yahoo.com
Yes		Simpson	Matt	msimpson585@gmail.com
Yes		Sisco	Jack	jesisco@mchsi.com
Yes		Stainback	Judy	jstainba@mchsi.com
Yes		Stine	Carl	CBSTINE@YMAIL.COM
Yes		Thummel	Jacque	jsisco.thummel@gmail.com
Yes		Treadway	Ronald	treadrp@aol.com
Yes		Treece	Brenda	treece.brenda@yahoo.com
Yes		Trout	Sara	scoleman134@gmail.com
Yes		VanBenthusen	Carol	hashearts@aol.com
Yes		Vandeberg	Marcy	marcyvandeberg@yahoo.com
Yes		Vaughn	Theda	giggles126211@yahoo.com
Yes		Venable	Stuart	stu_v59@yahoo.com
Yes		Williams	Ricky	r.williams6023@sbcglobal.net
Yes		Wise	Janelle	jela8f@hotmail.com
Yes		Wise	Tanya	twise40@mchsi.com
Yes		Wroolie	Tess	tswroolie@gmail.com
Yes		Yarham	Kim	tksyarham@suddenlink.net
Yes		dvorscaia	zinaida	toplinesiding@gmail.com
Yes		hernandez	helen	nennyira44@yahoo.com
No	The names with "No" (to the left) registered, but did not sign into the virtual meeting.	ADAMSON	Lauren	green.lauren1@icloud.com
No		Aust	Dayna	dayna.aust@att.net
No		Badgett	Amanda	aem23520@hotmail.com
No		Barstead	Jeff	jkb3220@gmail.com
No		Bryant	Julie	jberg55@yahoo.com
No		Bryant	Christopher	cbryantappraiser@gmail.com
No		Elijah	Rich	raelijah@gmail.com
No		Ensminger	Michael	mensminger15@gmail.com
No		Fisk	Candace	CandaceFisk@MssouriState.edu
No		Gentle	Julia	thegentlefamily@yahoo.com
No		Harrison	Gregory	surfindogs@sbcglobal.net
No		Hubbell	Trish	trishhubbell@outlook.com
No		Hunton	Layne	laynehunton@gmail.com
No		Johnson	Betsy	betsy92slp@yahoo.com
No		Lohmuller	Jennifer	Jloh2005@gmail.com
No		Loos	Cynthia	4cloos@gmail.com
No		Marshall	Sam	sam1228.sm@gmail.com
No		Massoth	Jessica	jessismsu@yahoo.com
No		Olson	Terri	btolson2946@sbcglobal.net

No	Patterson	Elizabeth	eannpatterson97@gmail.com
No	Randolph	Nicole	nicolerandolph83@gmail.com
No	Riddle-Nunn	Molly	molly@mostlyserious.io
No	Schuhart	Alicia	aliciaschuhart@yahoo.com
No	Short	John	jmshort@sbcglobal.net
No	Skidmore	Sue	earthpax@gmail.com
No	Staffer	Alma	sasaki33@att.net
No	Thompson	Scott	setgas@gmail.com
No	Trout	Timothy	trout8783@yahoo.com
No	Vaughn	Theda	tjvaughn9@gmail.com
No	Voyles Williams	Cathy	ozarkflower@mail.com
No	Whittington	David	dawhittington@gmail.com
No	Womack	Cathy	cathy@eozark.com
No	Woolsey	Chris	cow@cwoolsey.com

Lone Pine Neighborhood Meeting
May 13, 2020 4:00-6:30 p.m.
Virtual format utilizing GoToMeeting due to COVID-19

Verbal Questions: (with responses in blue)

Can you make the new buildings have a "village" feel?
As we get into detailed design and selection of exterior materials, colors we will make every effort to compliment the community character.

What adjustments will be made for the roundabout?
We are coordinating with the City so the two projects will tie into one another.

How much impervious surface is on the site?
The proposed plan has approximately 64% of the site as impervious (roof and pavement). Additional design solutions to minimize the impervious area will be considered during design development.

Have you considered stair-stepping the building near the street so the height is more gradual?
There is a stair step from the fourth floor to the third floor along Lone Pine. We'll give consideration to other stair-stepping during detailed design.

People drive fast coming from the north. Will there be a flashing light or anything at the crosswalk?
We will coordinate with the city regarding the tabled crosswalk.

Can you keep people from parking along the shoulder of Lone Pine?
The northern portion of right-of-way has a steep shoulder, and people don't typically park there. Once the existing buildings are renovated the new streetscape won't include any room to park.

What is the phasing of construction of new buildings and the renovation of existing buildings?
The new construction and development of the site will be first to ensure adequate facilities & parking for the new construction as well as existing buildings.

The number of the various types of housing units? (studio, 1-bedroom, 2-bedroom, 3-bedroom)
The current design includes (4) micro efficiency, (82) 1-bedroom, (12) 2-bedroom, (2) 1-bedroom penthouse, (4) 2-bedroom penthouse, & (12) 3-bedroom units. These numbers are conceptual and are subject to change as the design develops.

The square footage of the various types of housing units?
They will be comparable to the other apartments in the Galloway area.

Will the units be sold or rented?
They will be rented.

What are the proposed rental rates?
They will be market rates.

Why can't the existing buildings be renovated first?
The new construction and site must be developed first to provide the necessary facilities, parking and utilities that are required for the existing buildings to be useable.

Explain the southern access to the site. Will the city allow it to be narrow and steep?
In order to preserve the existing buildings, the city has allowed for the existing conditions of the access to be grandfathered. Improvements will be made to the access where it will not be a detriment to the existing buildings.

How do we know the existing buildings won't be demolished later?
The Planned Development (PD) language includes retaining the buildings. To remove them would require an amendment to the PD which includes going back through this public process.

Will there be blasting if rock is excavated?
We don't believe the city will allow blasting.

Has there been a geotechnical investigation? If not, when?
No. That will occur after the rezoning.

Where does the street widening begin and end?
It begins on the south side of the Treadway building and extends about 150' south.

Does the stream act as retention?
No. Jane provided a ~~simplistic~~ explanation of detention, retention and water quality.

Are the apartments too close to the park?
There isn't a distance requirement within the city code limiting the distance of new construction to public parks.

Will you use tax abatement money? How does that work?
Yes. Mitch explained that the tax abatement will keep the property taxes at the current value for 10 years then they will be adjusted to the new value assessed on the property.

Is there State or Federal money for the public improvements?
No. The required improvements are at the cost of the developer.

Can you influence the city to improve our local streets since they will have more traffic [to the school, etc.]?
We can mention your concern.

Have you coordinated with the School District about the increase in students from this development?
No, that's beyond the limits of our work.

Emailed Questions following neighborhood virtual meeting:

I enjoyed the meeting very much. It was well done and very informative. I do hope you were serious about the architecture for the two large apartment buildings not being the final design. I know none of us want another brown hulk such as the one that sits on the hill above Quarry Town. That apartment complex is not in keeping with the atmosphere of the valley. So, we are in hopes your buildings will be more in keeping with the village feel. Thank you for your time, Sandy Reese

Thank you for your input, Sandy! I'll share this with the design team. We did have conversations yesterday about ways to make the new buildings less imposing. Have a great day, Jane Earnhart

This is a listing of those persons that typed in a question during the meeting.

Lone Pine Planned Development

Q&A Report: Neighborhood Meeting

Report Generated:

05/14/2020 05:07 AM PDT

Webinar ID	Actual Start Date/Time	Duration	# Registered	# Attended	Questions Asked (#)
836-421-923	05/13/2020 03:48 PM CDT	2 hours 45 minutes	115	82	86

Q&A

Last Name	First Name	Email Address	Question # (Per Person)	Question Asked Date/Time	Question Asked
Bach	Melanie	mcclamlaw01@gmail.com	1	04:53:37 PM CDT	Please point out both accesses on the site plan.
Bach	Melanie	mcclamlaw01@gmail.com	2	05:00:15 PM CDT	Can you make all participants questions visible?
Bach	Melanie	mcclamlaw01@gmail.com	3	05:26:34 PM CDT	How are emergency vehicles supposed to exit the "grandfathered" steep hill?
Bach	Melanie	mcclamlaw01@gmail.com	4	05:30:34 PM CDT	Are the local schools prepared to handle the additional influx of students this development will bring?
Bach	Melanie	mcclamlaw01@gmail.com	5	05:45:29 PM CDT	What are the square footage of the apartment s?
Bach	Melanie	mcclamlaw01@gmail.com	6	05:46:55 PM CDT	400 square foot micro units? Can you please be specific about the square footage? Not bedrooms or type.
Bach	Melanie	mcclamlaw01@gmail.com	7	05:49:46 PM CDT	What about the 1 bedroom? Square footage?
Bach	Melanie	mcclamlaw01@gmail.com	8	05:50:08 PM CDT	That is the majority of the units.
Bach	Melanie	mcclamlaw01@gmail.com	9	06:00:08 PM CDT	Can you explain how the bulk plane applies to the north building? It seems very close to the road..
Bennett	Mark	mbennett0556@sbcglobal.net	1	04:51:35 PM CDT	1. What is the height of the tallest building? 2. What percentage of the total development site is hard surface?
Bennett	Mark	mbennett0556@sbcglobal.net	2	05:27:37 PM CDT	What is the height of the tallest building in feet?
Bennett	Mark	mbennett0556@sbcglobal.net	3	05:39:16 PM CDT	What is the price range expected for the various sized apartments?
Boles	Ron	julienron64@mchsi.com	1	04:58:23 PM CDT	Maybe a question that has already been asked but has any study been done on how this will effect traffic flow on Lone Pine and Galloway? Also have you had any geographical survey as to what the underground has ? Possibly caves and underground water ways?
Boles	Ron	julienron64@mchsi.com	2	06:06:09 PM CDT	By the pictures, I really don't see the village feel
Boles	Ron	julienron64@mchsi.com	3	06:10:37 PM CDT	Not the existing buildings but the proposed apartments
Boles	Ron	julienron64@mchsi.com	4	06:14:39 PM CDT	What is the footage between your first apartment buildings and the historical land site of Sequiota park and does that follow the city recommendations?
Boles	Ron	julienron64@mchsi.com	5	06:17:29 PM CDT	I didn't say existing buildings but your proposed new buildings
Boles	Ron	julienron64@mchsi.com	6	06:18:14 PM CDT	Across from lone pine
Brittain	Julie	Jewels532555@yahoo.com	1	04:37:32 PM CDT	How many parking spaces will be available for the 116 apartments and all of this retail?

Brittain	Julie	Jewels532555@yahoo.com	2	04:39:04 PM CDT	I counted 132 for the apartments, and 31 for the commercial use.
Brittain	Julie	Jewels532555@yahoo.com	3	04:41:08 PM CDT	Let me rephrase the parking question. How many spaces are allowed for each apartment? And for each retail space?
Bryant	Laurel	laurelrlbryant@gmail.com	1	05:46:14 PM CDT	Hi Mitch, Amanda, and Galloway! Can you describe the different shading of the trees. The smaller circles being smaller trees for the front of development, are the larger circles more canopy trees? And the lighter shading in the center green space existing trees?
Bryant	Laurel	laurelrlbryant@gmail.com	2	06:01:14 PM CDT	I'm sorry if I am asking a redundant question. Will you planning to restore the historic structures so that later (If possible) a historic district or designation could be achievable?
Bustamante	Cristina	cbustamante22@gmail.com	1	04:44:57 PM CDT	Is it a total of 116 apartments total, or 116 units per building? Just making sure I got it right.
Christensen	Anna	minkona@gmail.com	1	05:46:03 PM CDT	Will the minimum parking requirements be enough to prevent tenants from parking at Sequiota?
Cinkosky	Zach	zcinkosky@gmail.com	1	04:38:47 PM CDT	Do you know approximate fill rate of other lone pine business locations and apartments? How many of each are included in this proposal?
Cook	Chad	chad.cook@pro16properties.com	1	05:37:07 PM CDT	I appreciate Mr. Jenkins and his team keep the existing buildings. It clearly shows you've been listening to the neighborhood and are committed to our input.
Cross	Becky	beckyc6202@att.net	1	04:39:25 PM CDT	what adjustments will be made for the round about.
Diamond	Jevne	jevnediamond@gmail.com	1	04:39:17 PM CDT	What are the business capacities compared to what you have planned for parking for those businesses?
Friesen	Sarah	Sarah.b.friesen@gmail.com	1	04:59:37 PM CDT	Are there any units being offered as affordable housing that would enable lower income households to have access to this area of Springfield and school?
Friesen	Sarah	Sarah.b.friesen@gmail.com	2	05:25:11 PM CDT	Why does there have to be a certain density, can you explain that requirement? Is it possible for it to be two stories, aside from the fact that going up to four allows for more units which generate more income? What is in those buildings aside from housing? Thank you!
Friesen	Sarah	Sarah.b.friesen@gmail.com	3	05:47:12 PM CDT	I'm sorry, I think my question was erased. Can you explain the density requirement that means it must be 4 stories rather than 2? Is there a requirement for that, or is it desired to increase income, but not required for density?
Grigsby	Clayton	clayton.j.grigsby@gmail.com	1	05:03:47 PM CDT	Thanks Elevation Team for implementing the historical value of our neighborhood. I think it's a reason more people in the neighborhood is on board. Is there a guarantee that the historical buildings will always be safe or is there a chance a phase II at some point that will see the buildings removed?
Grigsby	Clayton	clayton.j.grigsby@gmail.com	2	05:43:59 PM CDT	Great job Mitch and Elevation Team! Thanks for your hard work!
Huscher	Wendy	aboutfacesphoto@hotmail.com	1	04:58:47 PM CDT	Can you go over the entrance and exits again
Huscher	Wendy	aboutfacesphoto@hotmail.com	2	05:02:33 PM CDT	Will blasting be required to make the underground parking garage
Huscher	Wendy	aboutfacesphoto@hotmail.com	3	05:47:40 PM CDT	Can you explain the stream buffer

Huscher	Wendy	aboutfacesphoto@hotmail.com	4	05:48:51 PM CDT	Can you show the diagram that shows the existing trees that are in gray below the plans...to show how many will be removed ?
Huscher	Wendy	aboutfacesphoto@hotmail.com	5	05:50:39 PM CDT	Can you give people more time to unmute please ..several have been passed
Huscher	Wendy	aboutfacesphoto@hotmail.com	6	06:04:57 PM CDT	I'm sorry but i don't see a Village feel at all as I look at this rendering.
Huscher	Wendy	aboutfacesphoto@hotmail.com	7	06:17:43 PM CDT	This is Melanie, my phone is dropping off. Will you put in the PD that the historical building will never be demolished?
Johnson	Duane	dj.spfmo@yahoo.com	1	04:46:58 PM CDT	Why are we proposing 4story when neighborhood has been opposed
Johnson	Duane	dj.spfmo@yahoo.com	2	05:58:59 PM CDT	I understand why you want 4 story but as it is out of character there will be no support
Kirkup	Marcie	kirkups@att.net	1	03:57:18 PM CDT	can we do a sound check for those who are already on? Maybe announce that we'll get started in 3 minutes?
Kirkup	Marcie	kirkups@att.net	2	04:38:26 PM CDT	Has there been a study of the impact of water runnoff for the park?
Kirkup	Marcie	kirkups@att.net	3	04:46:35 PM CDT	Do you know if the city is planning to re-do the entrance to the park to accomodate the new center turn lane?
Kirkup	Marcie	kirkups@att.net	4	05:24:15 PM CDT	is there a barrier separating the sidewalk from the street on the southern end of the development in front of purple shamrock and treadways?
Kirkup	Marcie	kirkups@att.net	5	05:30:30 PM CDT	Has there been any collaboration with the school district to understand the impact of another high density development on Field/Pershing/Glendale?
Marquart	Shawn	kmarquart4@gmail.com	1	04:47:13 PM CDT	What is so attractive about Galloway for your development?
O'Connell	Tom	tompoconnell@gmail.com	1	04:13:52 PM CDT	I have no audio. "Test sound" plays fine for me
O'Connell	Tom	tompoconnell@gmail.com	2	04:27:09 PM CDT	yes, figured it out, thanks
O'Connell	Tom	tompoconnell@gmail.com	3	04:29:16 PM CDT	so will Lone Pine be widened 10ft in front of treadway's? how will it be widened 10ft and have trees added?
O'Connell	Tom	tompoconnell@gmail.com	4	04:38:28 PM CDT	Do you know of another development this tall on a 2-lane street like Lone Pine
O'Connell	Tom	tompoconnell@gmail.com	5	04:51:20 PM CDT	will there be additional retail sq ft will be added in the new buildings?
O'Connell	Tom	tompoconnell@gmail.com	6	05:29:52 PM CDT	will there be any apartments for sale or only for rent
Patterson	Jane	jsp91@sbcglobal.net	1	04:39:30 PM CDT	How many apartment units?
Patterson	Jane	jsp91@sbcglobal.net	2	05:08:24 PM CDT	Is this development anticipating a tax abatement from the city?
Patterson	Jane	jsp91@sbcglobal.net	3	05:27:35 PM CDT	Are you required to keep the existing buildings? I would hate to see this approved and then have you come back and say the property renovation is too costly, not feasible, etc.
Patterson	Jane	jsp91@sbcglobal.net	4	05:32:44 PM CDT	Can you explain the tax abatement? In dollars?
Patterson	Jane	jsp91@sbcglobal.net	5	05:36:42 PM CDT	What is the setback from the street? It seems very close to the street based on the location of the bike shop.

Patterson	Jane	jsp91@sbcglobal.net	6	05:41:40 PM CDT	What improvements, such as to Lone Pine, etc., will the city be required to pay for as a result of this development. Do you have any idea what those costs would be?
Patterson	Jane	jsp91@sbcglobal.net	7	05:49:55 PM CDT	Are any of these going to be furnished? Will you be allowing people to rent for short term rental relent?
Patterson	Jane	jsp91@sbcglobal.net	8	06:00:47 PM CDT	I am bothered by the appearance and proximity to the street as well. Have you considered stair-stepping the building at the street so the height is more gradual?
Patterson	Jane	jsp91@sbcglobal.net	9	06:07:34 PM CDT	Did you address my question about short term rentals? I am sorry...I had a call and missed a couple of minutes.
Patterson	Jane	jsp91@sbcglobal.net	10	06:16:05 PM CDT	Can you put the overall development drawing up again?
Patterson	Jane	jsp91@sbcglobal.net	11	06:18:06 PM CDT	Thanks! Can you show the other elevation again...from across the street?
Patterson	Jane	jsp91@sbcglobal.net	12	06:20:56 PM CDT	Yes, thank you.
Reese	Sandy	sandyreese@me.com	1	04:45:11 PM CDT	The two main buildings still look pretty big box - modern even given the wood and stone. Not sure I think this is a village look
Reese	Sandy	sandyreese@me.com	2	05:13:09 PM CDT	Thank you
Saeger	Jade	jadesaeger@gmail.com	1	04:39:35 PM CDT	Most households have 2 cars. With 240 more cars in the neighborhood and in front of the park. With there be a flashing light or anything on the crosswalk?
Saeger	Jade	jadesaeger@gmail.com	2	04:41:32 PM CDT	Will the water connectivity increase the water bill and fees of existing bills?
Saeger	Jade	jadesaeger@gmail.com	3	05:04:28 PM CDT	I do live here.
Shelley	Jennifer	jnnfrshelley@yahoo.com	1	04:56:10 PM CDT	where would the turn lane be located on Lone Pine?
Sickmyre	Clif	clifsickmyre@yahoo.com	1	04:32:51 PM CDT	no sound?
Sickmyre	Clif	clifsickmyre@yahoo.com	2	04:36:31 PM CDT	where is audio??
Stainback	Judy	jstainba@mchsi.com	1	04:31:15 PM CDT	image didn't change!
Stainback	Judy	jstainba@mchsi.com	2	04:32:28 PM CDT	Is that the color scheme you plan to use?
Stainback	Judy	jstainba@mchsi.com	3	04:39:13 PM CDT	are these one or two or three bedroom units?
Stainback	Judy	jstainba@mchsi.com	4	04:42:56 PM CDT	have you tested the south end of the development for the amount of blasting needed?
Stainback	Judy	jstainba@mchsi.com	5	05:26:48 PM CDT	Have you considered using impervious materials for all that parking/patio space?
Stainback	Judy	jstainba@mchsi.com	6	05:35:36 PM CDT	what are your intentions for future updates with the Neighborhood?
Stainback	Judy	jstainba@mchsi.com	7	05:41:10 PM CDT	will there be other meetings like this as you get more specifics decided?
Treece	Brenda	treece.brenda@yahoo.com	1	04:39:25 PM CDT	Are there any plans to improve the egress to the south onto Galloway Street?
Treece	Brenda	treece.brenda@yahoo.com	2	04:53:25 PM CDT	How will you prevent people from using it?
Wise	Janelle	jela8f@hotmail.com	1	04:39:21 PM CDT	How will the new roundabout affect the plans for your project?

Wise	Janelle	jela8f@hotmail.com	2	04:52:30 PM CDT	What is the timeline of your project?

Attachment 5

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 14, 2020	**Telephone No.**	417-823-9433
YOUR NAME:	Stephen C. Berkwitz		
YOUR ADDRESS:	2468 E. Raynell Street.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I have serious concerns about the rezoning request and the multifamily project proposal for S. Lone Pine across from Sequiota Park. While I appreciate some of the efforts made by the developer to preserve the historic buildings and to move the parking lots back from the street, the size and scale of this project is too grandiose and does not fit the residential and natural area of the location. Sequiota Park is one of Springfield's most unique and attractive areas. Its popularity was what originally motivated the development further south. By allowing large apartment buildings to spread northwards, we risk destroying the beauty and charm of the park area. People built and bought homes around this area, believing it was primarily a residential area with natural beauty and a relaxed pace of life. This rezoning request threatens everything that we in the neighborhood love about Sequiota Park and Galloway Village. A more modest rezoning request that would not put such big apartment buildings in this lot would be more appropriate and would gain greater support from those of us who live in this neighborhood. Thank you for your consideration of my concerns. Sincerely, Steve Berkwitz		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 13, 2020	**Telephone No.**	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please leave this property zoned as is. After seeing the pictures they used to give us an idea of what it would look like, it is clear that this developer has no desire to maintain the village feel of Galloway. This design belongs in the middle of the city, not in our quiet corner and certainly not across from Sequiota Park! This plan looks nothing like what they were telling us they could do when they were trying to change our minds about re-zoning.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail ore mail.*

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

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Off ice
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5.26-20 | Telephone No. | 417-830-3749
YOUR NAME:	Deborah Lawson
YOUR ADDRESS:	3331 S. Lonepine + 3323 S. Lonepine
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	It is a shame that the City would allow another apartment complex to go up in this small community. Lonepine is already in poor shape for the growing traffic from the other apartments. On top of that is the continued traffic from people using it as a shortcut through town. The Galloway Rd. improvement has not even been started yet. This is too many apartments!

City of Springfield, Missouri - Development Review Office - 840 Boonville Springfield, MO 65802 - 417 864 1611
Planned Developments

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail ore mail.*

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

The land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Off ice
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	6/03/2020 **Telephone No.** 417-693-6394
YOUR NAME:	Vivian Short
YOUR ADDRESS:	3612 S. Elmview, Spfd, 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	The environmental impact that this development will create is unthinkable. Sequiota Park the lake Galloway Creek and local wildlife will suffer from yet more pollution + habitat destruction. Flood control has been an issue since before the current development further south on Lone Pine – this will only worsen. The Galloway area cannot now and never will be able to safely handle increased traffic. Much of the historic presence and value of Galloway has already been forever destroyed. The citizens are rapidly losing confidence in trust in our elected leaders.

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	6/10/20	**Telephone No.**	417 390 1416
YOUR NAME:	ED & MARY DELFIN		
YOUR ADDRESS:	2037 E CHERRYVALE ST, (65804)		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	RESPONDING LATE; HOPE I'VE NOT MISSED ANY MEETINGS OR FURTHER DEVELOPMENTS. I'D LIKE TO RECEIVE ANY PERTINENT INFO. WIFE & I ARE STRONGLY AGAINST THE PLANS FOR THE APARTMENT BUILDINGS AT THE SELECTED AREA THANK YOU, Ed Delfin		

DATE:	May 25, 2020 Telephone 417 8407587
YOUR NAME:	Joyce Tolliver
YOUR ADDRESS:	3231 E. Manitou 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	PLEASE consider NOT developing the land across from Sequiota park. I have a Memorial bench there honoring my parents and I certainly would appreciate the tranquility of the park to remain "as is"! thank you. Joyce Tolliver

nt e Office - ville MO 65802 417 864

ned Development

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/21/20	**Telephone No.**	417-988-1298
YOUR NAME:	SARA TROUT		
YOUR ADDRESS:	3625 S OAK AVE		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
Application for Zoning, Map Amendment & Planned Developments
*Complete and refundable

I have lived in the Sequiota area for 10+ years. There is something special about this area. My family has enjoyed this area because of the Mature trees, trails, and Sequiota Park. Activities in the outdoors have been almost a daily occurance for us. I think we all agree that this area is very unique to the Springfield area. But I feel the over development of tall buildings would do this city an injustices. We as a community have an opportunity to make something great. I belive this area should contribute to why people love it. The development should support nature, families, the schools, bicyclist, runners, musicians, artists, ect.... I feel we should use this spaces as an opportunity to expand the use of outdoor recreation. →

Springfield lacks [illegible] and were not designed for physical activity. Adding more Large apartment buildings in a small residential area is going to cause major traffic / safety issue for people tring to enjoy this area. I am also concerned that Large apartment building are going to over crowd our schools. I am disgusted that a builder can come into a residential area and build large apartment (make major profit) and not pay taxes to our schools or parks for years while simulaneously challenging their very existence.

To all those who have a vote in the end, I, please, encourage you to take a short drive from Battlefield Road down Lone Pine to the entrance of our beloved Galloway area and feel why it is so special to us. All of the beutiful trees have stood long before us & can not be replaced. All the wildlife that make this area their home needs to be protected. The creeks and water ways that need to be kept clean. Apartment buildings can be built anywhere but nature can not be rebuilt.

Thank you
Your concerned Neighbor

SARA TROUT
3625 S. Oak Ave
Springfield, Mo 65804
417. 988. 1298
Scoleman134@gmail.com

Corporate
Community over profit

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:		**Telephone No.**	
YOUR NAME:	Sandra Reese		
YOUR ADDRESS:	2740 E. Republic Rd. Springfield, Mo 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	(1) The current design of the (2) Apartment buildings is the "big box" sterile appearance. We were told they would be "in keeping with the Village look". Another mistake like Quarry Town Apartments is too garish to repeat.		
	(2) Storm water drainage is being directed across Lone Pine to the park. Doesn't this lead to more flooding??		
	(3) Traffic flow will be a nightmare – more congestion in an already over taxed area.		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
Application for Zoning Map Amendment & Planned Development
*Fees are non-refundable

Sandy Reese
2740 E Republic Road
Springfield, Missouri 65804-4603
417 860-0930
sandyreese@me.com

From: lyndi@bbsalesco.com
To: Zoning@springfieldmo.gov
Cc: gallowayvillage@gmail.com
Subject: 3503, 3521, 3527, 3535 S Lone Pine Ave Comment Cards
Date: Friday, May 29, 2020 11:34:52 AM
Importance: High

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

Please see attached two comment cards for the P&Z Meeting on June 4th for the proposed development of 3503, 3521, 3527, 3535 S Lone Pine Avenue.

Cheers,

Lyndi Miller-Tiggemann
B&B Sales Company
209 East Pine
Strafford, MO 65757
417.736.3100

From:	Linda & Darrel
To:	Zoning@springfieldmo.gov
Subject:	Galloway concerns
Date:	Monday, May 18, 2020 3:07:24 PM

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

Date - 5/18/20 Telephone - 417-890-7334
Name - Darrel Barnes and Linda Taylor
Address - 3422 South Valley View Ave, 65804
Project Address - 3503, 3521, 3527, 3535 So. Lone Pine Avenue

Comment:

We are against rezoning and any additional apartments in the Galloway area. We live in Mission Hills - just to the west off of Galloway Street. There has been a significant increase in traffic with the current apartment increase and Galloway is not sufficient for even more. The area changes to the roads have not occurred yet, so it doesn't make any sense that new apartments would be put in prior to that restructuring which is significant. Lone Pine is a narrow road with significant traffic disruption as people enter the park and the recycle center. New apartments will increase the car traffic and increase safety concerns, especially with walking traffic at the park. Please consider the traffic concerns of the entire area - not just the Galloway area. Thank you.

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 13, 2020	**Telephone No.**	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please leave this property zoned as is. After seeing the pictures they used to give us an idea of what it would look like, it is clear that this developer has no desire to maintain the village feel of Galloway. This design belongs in the middle of the city, not in our quiet corner and certainly not across from Sequiota Park! This plan looks nothing like what they were telling us they could do when they were trying to change our minds about re-zoning.		

From:	JR Raphael
To:	Zoning@springfieldmo.gov
Subject:	Comments re: Galloway rezoning/development
Date:	Sunday, May 24, 2020 1:12:06 PM

Hello,

I am writing to express our comments regarding the proposed Galloway rezoning and development at 3503, 3521, 3527, and 3535 S. Lone Pine Avenue. We and every neighbor in our area with whom we have spoken over the months are vehemently opposed to this development, as we expressed via petition the last time it was brought forward.

The Galloway area, particularly right across from Sequiota Park, is a quaint and nature-centric area of Springfield where children play, adults walk and bike, and everyone enjoys the relative peace and serenity. Having a large apartment complex would bring excessive added activity, noise, and traffic into the area and completely ruin its quiet, nature feel. There are plenty of places in Springfield for commercial development and residential construction. Please don't allow a greedy developer to ruin one of the few remaining areas like this in the city. Our families and future generations will thank you for preserving what's left of the quiet, nature-centric community.

Thank you,

Jason and Shellie Raphael
3243 Shady Glen St., Springfield, MO 65804
417-501-6555

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Off ice
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	**May 25, 2020** TELEPHONE:**417.882.6981**
YOUR NAME:	Catherine Carr
YOUR ADDRESS:	**3838 S. Crystal Place, Springfield, MO 65807**
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	**PLEASE do not approve this project! Please do not allow the village of Galloway to be decimated any further than it already has been! Springfield, sadly, has systematically given no consideration to preservation. Their mantra seems to be, "If it's old, tear it down" to put money into the pockets of investors. My husband and I enjoy visiting St. Louis. WHY? Because they have preserved neighborhoods and architecture. NOT Springfield.** **I am not a resident of the Galloway area, but have wonderful memories of how it used to be. As a child, I was enchanted by the stories my mother, born 1919, told me about riding the train from Aurora, MO for Sunday afternoon picnics in the park. I shopped the quaint shops that used to be there. There are SO many other areas to build apartments. Please don't continue to ruin Galloway just so someone can become fat from the profits. Keep what is left of Galloway as the treasure it is.**

From: jand@thetravelgroup.net
To: Zoning@springfieldmo.gov
Subject: Galloway Village Re-zoning
Date: Wednesday, May 27, 2020 4:49:46 PM

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

I would like to submit my opposition to the proposed development in Galloway Village. There is enough development there at the present time and to further develop the area would be detrimental to the greenspace and natural beauty of the area.

Jan Davis

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Off ice
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	6/9/2020 **Telephone No.** 417-766-2718
YOUR NAME:	Deborah Meek
YOUR ADDRESS:	2922 E Lark St, Springfield, MO 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	I strongly object to any additional zoning changes to this area. It has already outgrown the road system. The prior zoning changes on Lone Pine to build apartments and businesses improved the road, but did not allow for more traffic by widening the road. At Republic Rd and Luster, there is presently a stop sign where you must wait for the main traffic. Galloway Rd is narrow, hilly, and has manholes in the middle of the road. Lone Pine has some low areas that makes it prone to flooding. During heavy rainfall, I must use Ingram Mill Rd to leave the neighborhood. It is also a hilly, narrow road. We have beautiful walking/biking trails in the area so that during good weather, the traffic is heavy as is the park and sidewalks. Before you approve this change in zoning, make sure each member of the Planning and Zoning Commission drives through this area to see the potential problems. Growth is inevitable, but we bought our single-family residences in good faith expecting the zoning laws to protect our property values.

Date: May 26, 2020

Name: Sue Skidmore

Address: 3209 East Lark Street, Springfield, Missouri, 65804

Project Address: 3503, 3521, 3527, 3535 S. Lone Pine Avenue

Comments:

Problems and Concerns that need to be addressed -- opposed to rezoning

The proposed development by the Elevation Development Co. would severely impact the Galloway community, the Sequiota Park, the land, the traffic, the beauty, the peace, the safety and the quality of life here.

The apartment buildings are not in keeping with the style or size of a small quaint town atmosphere. The proposed development is disrespectful of the residents of Galloway who have worked so hard to make reasonable and considerate recommendations with the city. Why should Galloway be hijacked as a result of a developer who knew the residents were opposed to development and that we were working to preserve the essence of quaint historic Galloway but the developer went ahead and bought the property and then expects everyone to bow down so the developer can make a profit at the expense of everyone including the harm to Galloway and Sequiota Park.

The proposed development is outlandish and would irreparably mar the beauty, quiet, peace and quaint historic character of Galloway which is captured so well in the historic beauty of Sequiota Park and the historic buildings across the street from Sequiota Park. The quality of life would be adversely affected for those who live in Galloway area and including those who hike, bike and walk the trails and use the park. The proposed buildings are imposing structures in the Galloway Valley landscape. The Galloway Village is just that a village and NOT a big city landscape. That means that Galloway Village is a small quaint town surrounded with nature --trees and trails and park. The proposed development would flatten the landscape and place imposing ugly buildings surrounding the historic small town quaint structures turning it into a massive plot of cement. This development would additionally increase the traffic flow in the area to make it a big city style street and pose more problems associated with safety when crossing the street to and fro the park. The park is already at maximum capacity many days the parking lot is nearly full.

We must do a population study to determine the effects of the density associated with the development. And we must do an environmental impact study to determine the environmental effects of the run off pollution, the drilling, the tree removal and all aspects associated with the impacts of building huge structures across the street from Sequiota Park. Therefore, I am opposed to rezoning of the land across from Sequiota Park.

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 13, 2020	**Telephone No.**	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Looking at the plan. They are planning to add at least 200 cars to the corner of Lone Pine and Galloway Street. I asked if they were planning to improve the egress to the south onto Galloway Street. That is already a dangerous spot. I was told that is not part of their property so they are not concerned about it. They can't stop people from using it. It will be a straight shot for people leaving the apartments to get to Galloway.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 13, 2020	**Telephone No.**	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please leave this property zoned as is. After seeing the pictures they used to give us an idea of what it would look like, it is clear that this developer has no desire to maintain the village feel of Galloway. This design belongs in the middle of the city, not in our quiet corner and certainly not across from Sequiota Park! This plan looks nothing like what they were telling us they could do when they were trying to change our minds about re-zoning.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-20-2020	**Telephone No.**	417-830-2580
YOUR NAME:	JOHN EICHELBERGER		
YOUR ADDRESS:	2646 E. CRAGMONT ST. SPRINGFIELD, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	MAIN CONCERNS: 1. SAFETY - THE HILL AT BARRET & GALLOWAY IS A BLIND INTERSECTION 2. TRAFFIC - EVEN WITH A ROUNDABOUT THERE WILL BE A BACKUP ON GALLOWAY RD. DURING RUSH HOUR, AND PEOPLE WILL TAKE CHANCES TO GET ONTO LONE PINE.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 19, 2020	**Telephone No.**	417 883-9878
YOUR NAME:	Mark A Paul		
YOUR ADDRESS:	2661 E Cragmont St, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I don't Think they should more Apartments on Long Pine the area Can't support more traffic so I don't want the Apartment Built.		

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 19, 2020	**Telephone No.**	417-849-3887
YOUR NAME:	Kathy Walsh		
YOUR ADDRESS:	2703 E. Cragmont		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I have lived in this area for 33 years. In the past 3 or 4 years traffic has increased on Lone Pine and Galloway Streets, Along with Speeding. These streets are not designed to handle this traffic. With additional Appts. comes more traffic. 4 or 5 Story Appartment Buildings are a blight on this Area they Stick out like a sore thumb - like the Quarry Town Appartment Complex - Why would the City want to Destroy the look and feel of Galloway?		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-29-20	**Telephone No.**	417 888-5262
YOUR NAME:	Phillip & Norma Palmer		
YOUR ADDRESS:	2631 E Cragmont, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	would our streets, schools, and sewer system be able to handle such an instant increase in use?		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	05-19-2020	**Telephone No.**	(417) 881-5262
YOUR NAME:	Ramona Palmer		
YOUR ADDRESS:	2631 E Cragmont St Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	The traffic on galloway st. is terrible already. I worry this will put an extra burden on our local schools, and put a strain on the sewage system in this area. Plus the extra run offs into Sequiota park.		

Ramona G. Palmer

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-26-20	**Telephone No.**	417-877-8465
YOUR NAME:	Kay Donaldson		
YOUR ADDRESS:	3761 S. Lakewood		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-26-20	**Telephone No.**	573-228-2172
YOUR NAME:	Amy Auberchon		
YOUR ADDRESS:	3111 S. Lakelomond Dr Spf MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-26-2020	**Telephone No.**	417 889-5896
YOUR NAME:	Jill Penticuff		
YOUR ADDRESS:	3141 S. Lochlomond		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/26/20	**Telephone No.**	417-883-4082
YOUR NAME:	Deloness Jennings		
YOUR ADDRESS:	3280 Loanwood		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	05-30-20	**Telephone No.**	417-849-1724
YOUR NAME:	Margery & Rudy Patterson		
YOUR ADDRESS:	3741 S. Montol Ave		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	We are speaking out against any further development alone Lone Pine in the Galloway district. Additional development will encroach one of the more beautiful areas of our city, Sequoia park. Should remain as it is without the addition of apartment complexes and additional traffic taking away from the beauty of this park area. Over development may add to & cause pollution of the pond and the groundwater in this area. We do not want our pristine green spaces damaged.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/30/20	**Telephone No.**	785-817-2387
YOUR NAME:	Kathryn Scott		
YOUR ADDRESS:	3221 E. Gascongade		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please do not ruin our "little piece of Heaven", by putting up apartments that no one wants, + will only congest + trash the area now + in the future. Traffic, trash + speeding are terrible now with apartments down the streets! I have just lived in Springfield for 11 yrs., but many people in this neighborhood have been here many years and love it and do not want the apartments, the wild life to go away (which they will), uncaring people + trees cut down! Please, Please Springfield show that you care about your people, beauty, history + wild life + not just Money, Money, + More Money!!!		

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	6/2/2020	**Telephone No.**	417.693.7899
YOUR NAME:	JILL KNIGHT		
YOUR ADDRESS:	3240 E GASCONADE 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I OPPOSE THE DEVELOPMENT OF THIS AREA, PARTICULARLY W/ THE PLANS IN MIND. GALLOWAY & SEQUIOTA PARK ARE RICH IN HISTORY, BEAUTY, & ECOSYSTEMS. THIS AREA IS A CREDIT & JEWEL OF THE TOWN & SHOULD BE PROTECTED & CAREFULLY DEVELOPED W/ RESTORATION TOP PRIORITY. I FEEL THE CITY WOULD GREATLY REGRET THE LOSS OF THIS AREA. FUNDS WOULD BE BETTER SPENT ON MORE "EYESORE" AREAS TO INCREASE THE OVERALL APPEAL OF OUR CITY.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-28-20	**Telephone No.**	417-830-8489
YOUR NAME:	Sandy Seitz		
YOUR ADDRESS:	3525 S. Linden Ave		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I will be surprised if this is read! Im very disappointed in our City and our council with ~~its~~ so called zoning. There has been enough apartments built on Long Pine already. You are destroying history, wild life and a very small but beautiful park.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/28/20	**Telephone No.**	(417) 830-8489
YOUR NAME:	Michael P. Coradi Sr		
YOUR ADDRESS:	3525 S. Linden Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I have a tendency to compare an object to another object and in doing so I would like you to consider a wagon being pulled by a horse. (I) then there becomes the desire to have more wagons and we want to bring them along; eventually G over		

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

Due to the COVID-19 Civil Emergency the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 19, 2020	**Telephone No.**	417-848-9372
YOUR NAME:	Donald W McNeill		
YOUR ADDRESS:	2645 E Cragmont St.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	There are too many apartments all ready built in Galloway. The traffic in the area is really scary and not good. I take my life on the line turning on to Galloway Rd. from Barrbett. Don't even think about riding a bike or walking on Galloway Rd. The many dump trucks alone could easily kill you.		

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	May 26th	**Telephone No.**	860-7571
YOUR NAME:	Mary Johnson		
YOUR ADDRESS:	3055 S. Lochlomond		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Hope to see Galloway remain the same as it is now. We've enjoyed it & hope for no changes		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5-26-2020	**Telephone No.**	417-848-7558
YOUR NAME:	SHAWN HURD		
YOUR ADDRESS:	3169 S. LOCHLOMOND DR		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	PLEASE DON'T RUIN OUR PARKS		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	5/26/20	**Telephone No.**	417 880-9518
YOUR NAME:	Jacque Scriven		
YOUR ADDRESS:	1321 Lochlomond Spfgd 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	traffic can not increase any more; water drainage is also at its limit		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	MAY 27 2020	**Telephone No.**	417 8869832
YOUR NAME:	SHIRLEY TEMPLETON		
YOUR ADDRESS:	3063 S. LOCHLOMOND DR	SPFD.	65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	SEQUIOTA PARK IS ONE OF, IF NOT THE MOST, UNIQUE AREAS WITHIN OUR CITY. ADDING MULTI UNIT APARTMENTS TO THE AREA WILL DIMINISH THE NATURAL BEAUTY AND WILDLIFE WE ENJOY.		

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	07/13/2020	**Telephone No.**	417-425-6410
YOUR NAME:	Wendy Kuscher		
YOUR ADDRESS:	3417 S. Lone Pine Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	See attached		

Comment Card for Wendy Hucker
3417 S. Lone Pine.

There are many reasons that we oppose the rezoning of this property to this type of Planned Development. Below is a list of some of our reasons.

1) Safety/Traffic. Lone Pine is a unique road that will not be easily expanded to handle more traffic. It is a 2 lane curvy road that has an abundant amount of cars, bikes and gravel/dump trucks trying to maneuver through the valley. There are very few sidewalks in the area and the walking trail that crosses over and runs parallel in a very close proximity to Lone Pine.

   Pulling out of our driveway has become a challenge in the past few years...I can't imagine what it would be like with 100-200 people living next door.

   This proposed development is directly across the street from Sequiota Park which is one of the busiest parks in the Springfield area. By adding two hundred more vehicles coming and going at this location daily creates a very unsafe intersection for people going to the park.

   One of the access roads that this development is proposing to use is already very unsafe but they have said that is "grandfathered" in. An unsafe situation should not be "grandfathered" in .... a development should fix problems, not create more.

2) Flooding/Water Run Off. This property is known to flood, it has a stream that runs through it. The same stream runs through the back side of our property. I am very concerned that the required stream buffer is not being recognized and by removing so many trees and green space will increase the water run off to the park. The park and areas "downstream" already flood. This development should be required to have a water detention basin to retain the water rather than move it across the street.

   In a development down the street, they have signs that say "Warning This Area Floods Up to 3 FT In Extreme Weather Conditions". New development should not be allowed in areas with flooding problems.

3) Schools. I would imagine that being across from the park would attract people with children and these children would be going to Field Elementary.....and this school is already full which would create over crowding for existing residents kids.

4) Density. Galloway has always been known for its unique character....nature, wild life and greenspace...are words that come to mind when describing Galloway. It has always had a very quaint village feel....this is what people love about Galloway. If you pile more and more apartments into this area, the very thing that people are drawn to about Galloway will be gone....and this is not something that you can get back.

From: gene wampler
To: Zoning@springfieldmo.gov
Subject: apartment across from Sequoita park
Date: Monday, July 13, 2020 2:51:28 PM

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

1] The road will not handle the traffic 2]It's an eyesore to my property. I live at 3409 S All Saints Ln 3] Water retention.

From:	Mark Bennett
To:	Zoning@springfieldmo.gov
Subject:	Lone Pine Zoning Hearing
Date:	Tuesday, July 14, 2020 2:58:08 PM

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

Commission:
I live one block west and two blocks north of the property in this proposal. I have attended the video conference held with the neighborhood a few weeks ago as well as the meetings last year with city staff for the larger redevelopment of the Sequiota/Lone Pine area.

I have several concerns:

1. The height of the apartment buildings is completely ill-suited for this area and does not fit the park setting. The renderings show apartment buildings more appropriate to downtown Springfield. This was an issue discussed in much detail during our community meetings with area homeowners and P & Z staff. P & Z staff at the meetings said buildings would not exceed two stories. The “village “ concept of Galloway will be destroyed by buildings this large.
2. The amount of traffic will overwhelm Lone Pine and Galloway Road, ever after the reconstruction/redevelopment of those roads (I have seen the drawings for the changes to those roads).
3. The water runoff from the hard surface in this proposal will overwhelm the creek which barely handles its current load.

Sent from my iPhone

+ Join Group ··· More Join this group to post and comment.

Wendy Baker Huscher
7 hrs

I've spent some time today reviewing the documents regarding the Planned Development proposal that goes to P&Z on Thursday requesting to rezone the 4.2 acres to the south of me. I found this photo of the plan....this would be the view from the park....what do you all think of it?



40 35 Comments 3 Shares

Like Share

Robin McDermott Too much footprint burden on the environment

Like · 7h 11

DESCRIPTION

This group was originally d platform for discussi... See

GROUP TYPE

General

LOCATION

Springfield, M

RECENT GROUP PHOTOS





Sponsored

COMMENT CARD

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

*Due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time. However, the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.*

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

The land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	7/14/2020 **Telephone No.** (417) 861-5711
YOUR NAME:	PHILLIP RETANA
YOUR ADDRESS:	2902 E LACUNA ST SPRINGFIELD, MO 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	The height and overall scale of this proposed development does not meet the intent of the blight redevelopment plan or the Galloway recommendations for development in keeping with the scale of immediately surrounding buildings and the village character. Also, I believe the number of apartment density is too high. With Sequiota Park directly across the street and parking already being an issue, the added traffic would also be a potential hazard for those walking/biking to and from the park. Local residents have already noticed an increase in car break-ins, and crime is becoming a concern, too. I advise the scale of the project be limited in size, especially in terms of its height. It does not conform to the charm and feel of the Galloway Village Neighborhood and will deteriorate the overall quality of life for the residents of the neighborhood that seek something unique and special. Preservation of the historic buildings is a positive and appreciated element of the proposal.

rhett Smillie Real Estate

13 July 2020

RE: Planned Development 374

To whom it may concern:

I am writing to you in support of Planned Development 374 that is proposed in the Galloway area across from Sequiota Park. My wife and I own 2 properties in Galloway and I have been active in the real estate business for almost 25 years as a broker salesperson and an investor.

I have known Mitch Jenkins for several years through the real estate brokerage side of the business initially and later through our mutual appreciation of the Galloway area in looking for opportunities in the area. I've come to know him to be reputable and caring and genuinely interested in the people and area of Galloway. I believe that is evidenced by his actions and his amended plan. Mitch listened to what the neighbors and city suggested and has implemented these suggestions into his design.

Just a few examples of the developers willingness to compromise and in response to changes requested by the neighborhood and city are as follows-

1. The original plan called for a blank slate and the demolition of all of the buildings and foliage on site. This new plan includes keeping four of the existing structures and the preservation of the larger more mature trees on the property.
2. The original plan called for the construction of a 4 story building. The amended plan has been scaled down along Lone Pine to two stories.
3. Planned Development 374 has several improvements that were not specifically requested and are not required by code/zoning such as significantly more green space than required and also voluntarily reducing the residential density of the project lower than what the city would require.

I am a firm believer that actions speak louder than words. Mitch has acted. This is a responsible developer and this is a responsible development and every effort has been taken to make this a win for both the developer and the neighborhood. As a neighbor and property owner, I believe this is good for the neighborhood and everyone's property value.

Sincerely,

Rhett Smillie

Rhett Smillie Real Estate * 2925 E. Battlefield, Ste. 111 * Springfield, MO 65804
Phone: 417.929.1110 * Fax: 417.447.9775

Summary of Revisions Made to PD 374 Since Neighborhood Meeting

07/10/2020

To better address the concerns of the neighborhood and community, we have worked over the past six weeks with Planning Staff and The City's Director of Quality of Place to revise the design and Planned Development proposal. We are excited to present these to the neighborhood and city staff at the Planning and Zoning hearing Thursday.

Many of the comments and feedback we received from the neighborhood and community expressed concerns for the density, scale and aesthetic impact the new residential buildings would have on Lone Pine Avenue and the Galloway neighborhood. With these concerns in mind, we have re-designed the new residential buildings to reduce the scale to 2 stories along Lone Pine with additional landscaping and lighting as well as a redesigned architectural style characterized by gabled roofs and materials conducive to the Galloway neighborhood. To enforce the scale desired along Lone Pine, a height restriction has been added to limit the building height to a maximum of 45' within 60 feet of the property line fronting Lone Pine. These revisions have also brought a reduction in the density - from the 116 units (28 dwelling units per acre) proposed in May - to 100 units, with a maximum of 25 dwelling units per acre allowed.

The plan proposed in May also included a commitment within the Planned Development language to keep and reuse four existing buildings along Lone Pine. The neighborhood had expressed concerns that the existing buildings would be partially demolished, neglected or lose their characteristic architectural features treasured by the neighborhood. Understanding these concerns, we have revised the PD language to include the Secretary of the Interior's Standards for Rehabilitation and minimum maintenance requirements for existing buildings, requiring any exterior additions and/or renovations to the exterior of these buildings be submitted to the Administrative Review Committee (ARC) for review and approval prior to a permit being issued.

The neighborhood has expressed a continual desire ever since our first meeting with members of the neighborhood association in 2019 about the importance of the aesthetic and pedestrian experience along Lone Pine and views from the park. Wanting to emphasize the importance of this and ensure that we continue working to create an environment that will be an asset to the neighborhood for years to come, we have added several elements to enhance the streetscape and aesthetic from Lone Pine and the park. We have worked with Public Works and Planning Staff to include elements such as the added landscaping along the new residential building facing Lone Pine, additional lighting for pedestrians, vegetative parking lot screening, street furniture, and an additional landscaping buffer between the sidewalk and Lone Pine to be added as requirements of the planned development.

COMMENT CARD

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

Due to the COVID-19 Civil Emergency the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.

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

The Land Use or Zoning Change Process:

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

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

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7/14/20	**Telephone No.**	883-0478
YOUR NAME:	Jack & Sue Sisco		
YOUR ADDRESS:	3635 S. Oak Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Two years ago neighbors from our community gathered at Sequiota Park to listen to Mitchell Jenkins present his vision for future Apartments across the street from the park. The response was immediate and hasn't Changed— NO MORE APARTMENTS !!! Is there anyone that hears us?		

COMMENT CARD

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

Due to the COVID-19 Civil Emergency the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7/14/2020	**Telephone No.**	417-459-0729
YOUR NAME:	Judy Thummel		
YOUR ADDRESS:	2904 E. Lark Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	It's no secret that Galloway is dealing with crumbling and out of date infrastructure. To acknowledge the problem you must also acknowledge the risk and high potential for failure. To ensure the safety of all residents and visitors a thorough evaluation of all infrastructure should be the highest priority before any new or additional construction begins.		

COMMENT CARD

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

Due to the COVID-19 Civil Emergency the meeting requirement will be waived at this time. However the applicant has chosen to conduct a teleconference meeting. You can also respond via mail or e-mail.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	July 13 2020	**Telephone No.**	840 2007
YOUR NAME:	Tim and Kim Yarham		
YOUR ADDRESS:	212 W. Oak Nixa Mo		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	The rapid over development of primarily multi family residents has overwhelmed our neighborhood and affected the livability of the community that we all love.		

From: Deb Lumos
To: Zoning@springfieldmo.gov
Subject: Galloway Apartment complex on Lone Pine
Date: Tuesday, July 14, 2020 8:53:51 PM

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Good evening,

I hope I haven't missed the deadline for expressing my opinion of the proposed apartment complex to go in across the street from Sequoita Park. As someone who lives in the Galloway area, my hope is that this project doesn't get built. This area is know for it's nature, wildlife, single family residences, and park. The traffic is already worse due to the current apartment complexes in the Galloway area. This complex would make it worse, as well as to run off any existing wildlife in the area. This would be horrible for our neighborhood.

Thank you,
Deb Lumos
dlumos@mac.com
417-849-3009

08/31/2020
AMENDED EXHIBIT 1

Requirements and Standards
Applicable to Planned Development
District No. 374

A. APPLICATION

Building or other permits may not be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All requirements of the *Springfield Zoning Ordinance* shall apply unless modified by the requirements and standards that follow.

B. INTENT

The intent of this planned development is to rezone the subject lots to support a mixed-use development. The subject properties are currently zoned R-SF, LB and GR. The lots will be conveyed under one owner, and a lot combination will be required pending the approval of the planned development. The maximum residential density calculated by Multi-Family Location and Design Guidelines (Matrix) is 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre.

C. DEFINITIONS

The definitions contained in the *Zoning Ordinance* shall apply to this ordinance. For purposes of this ordinance, the following definitions shall also apply.

D. USES PERMITTED

1. Multi-family dwellings
2. Accessory uses, as permitted by section 36-450, accessory structures and uses.
3. Noncommercial, not-for-profit residential neighborhood facilities, including indoor and outdoor recreational facilities, offices of property owners' associations and maintenance facilities operated by a neighborhood or community organization or a property owners association in accordance with the provisions of section 36-467, noncommercial not-for-profit neighborhood facilities.
4. Private parks and playgrounds
5. Clubhouses associated with any permitted use.
6. Eating and Drinking Establishments Use Group, excluding drive-in, or drive-thru facilities.
7. Sidewalk café
8. Outdoor eating and drinking facilities.
9. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk.

10. General Office Use Group.
11. Personal Services Use Group
12. Retail Sales Use Group, (with designated areas for sidewalk sales.)
13. Temporary uses, as permitted by Section 36-452, Temporary Uses.
14. Mobile Food Vendor: A food service operation that operates from a motorized vehicle.
15. Art galleries
16. Community centers, nonprofit
17. Athletic clubs, fitness centers, and indoor sports facilities.
18. Farmers Market

E. USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in *Section 36-485* of the *Springfield Zoning Ordinance*.
2. No use shall emit an odor that creates a nuisance as determined by *Springfield City Code*.
3. Mobile food vendors must comply with all requirements of 36-452. (3)(b)2. And 36-452. (4), Temporary Uses.
   a. Proposed vendor locations & parking requirements will be shown on final development plan for approval.
   b. Each mobile food vendor requires 3 parking spaces and may not utilize parking spaces required by development uses.
4. Self-service storage facilities are not allowed except for storage facilities for tenants of multifamily buildings.
5. All activities and permitted uses except for the following shall be conducted entirely within a completely enclosed building.

   a. Sidewalk sales
   b. Outdoor eating and drinking facilities
   c. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk.
   d. Street vendors licensed by the City of Springfield
   e. Farmers market
   f. Mobile food vendor

F. INTENSITY OF DEVELOPMENT

1. Maximum residential density permitted is 25 dwelling units per acre.
2. A total of 7,995 sq. ft. of existing space to be renovated to non-residential uses distributed among 4 existing buildings and shall be a maximum of 12,000 sq. ft. of total nonresidential use.

G. BULK, AREA AND HEIGHT REQUIREMENTS

1. Structures that are located within 60 feet of the property/right-of-way line, fronting along Lone Pine Avenue shall have a maximum building height of 45 feet.
2. All other structures shall have a maximum building height of 56 feet and shall remain

below a forty-five (45) degree bulk plane where the property adjoins an R-SF or R-TH District.

3. Building height: The vertical distance measured from the average ground level at the base of the structure's perimeter to the highest point of the roof's surface if a flat surface; to the deck line of mansard roofs; and to the mean *height* level between eaves and ridge for hip or gable roofs. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, telecommunication towers, ornamental cupolas, domes, or spires, elevator bulk heads, penthouses, tanks, water towers, and parapet walls not exceeding four feet in height.

H. DESIGN REQUIREMENTS

Purpose: The proposed development shall be of such design that it will promote achievement of the stated purposes of the Springfield Comprehensive Plan. The development will efficiently utilize the available land, and will protect and preserve where feasible, the natural features of the land such as trees, streams and topographic features. The development shall provide for harmonious and coherent site and building design that creates a sense of place.

1. Multi-family and attached single-family development.

Multi-family and attached single-family design guidelines. These guidelines for multi-family and attached single-family developments are intended to ensure that new development and redevelopment is designed to enhance the overall community. Thus, designs should create a comfortable walking environment, provide for good circulation system and respect the natural environment.

a. The development shall follow the Revised Multi-Family Development Location and Design Guidelines approved by the City of Springfield Planning and Zoning Commission and City Council as described below.

Design to Encourage Pedestrian Activity

1) Provide pedestrian amenities such as pedestrian scale lighting and non-right-of-way street furniture to enhance the pedestrian environment. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum 30 feet in height. Parking lot lighting and pedestrian lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security. Street furniture may include but is not limited to benches; shelters; and decorative trash bins. There shall be one (1) street/park bench provided within each multi-family development, thereafter, one (1) park/street bench for every 50 dwelling units.

2) The project will blend the building scale and set back with existing developments that are consistent with these guidelines. Street facing walls that are greater than 50 feet in length must be articulated at least each 25 feet with bays, projections, or

recesses. Articulation means a difference in the vertical plane of the building of at least 18 inches or more.

3) Buildings adjacent to the street will be situated on the site to provide pedestrian access to the street. Additional interior lot buildings may be oriented toward parking lots or public/common open space. Buildings adjacent to the street shall not have parking lots located between the building and the street. Corner lots may have parking on one street face. Interior areas of parking and vehicular use areas shall contain planting islands every 20 contiguous parking spaces whether double staked or linear. The size of the planting island shall be the equivalent area of one parking space. This shall be used toward satisfying the 5% interior landscaping requirements.

4) Avoid blank walls along pedestrian circulation areas. Facades that face streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features; windows, entrances, arcades, arbors, awnings (over windows or doors), distributed along the façade at least once every 25 feet.

Provide a Good Circulation System

1) Provide connectivity by including direct vehicular or access easements, pedestrian and bicycle connections between abutting or adjacent developments, including retail centers and bus stops, wherever possible.

2) Buildings shall connect building entrances to one another and to sidewalks on adjacent public and/or private streets via a minimum four (4) foot wide sidewalk separated from vehicular traffic by a four foot wide planting strip (the 4 foot planting strip does not apply to parking lots where the sidewalk is intended to provide access to the parking lot). Public sidewalks may be considered part of the walkway system if they provide convenient movement between structures. Fences, landscaping and other site improvements shall be located so as not to impede safe and convenient pedestrian circulation. On-site sidewalks shall be designed to connect to off-site sidewalks on adjoining properties and public and/or private streets. Sidewalks shall connect parking areas or parking structures that serve the principal multi-family building; community amenities, such as swimming pools, community centers, other recreational facilities, or common open space.

3) Provide shared driveways, cross access driveways and/or other forms of connectivity and secondary access to existing or future adjacent developments.

Respect the Natural Environment

1) The development shall include at least 15% of the total site or premise as a usable recreational area and/or facility. Usable recreational area/facility is defined as an open recreational area or recreational facility which are designed and intended to be used for outdoor living and/or recreation, and/or amenity. Usable open recreational areas shall not include land occupied by buildings, structures, streets,

sidewalks, driveways, or parking areas but may include outdoor recreational facilities such as walkways used solely for recreational purposes/connections, swimming pools, sports courts, clubhouse, community center, exercise room or other amenities as defined in these guidelines. The 15% usable recreational area or facility does not reduce the required 20% open space. All common open recreational areas on the site, including recreational facilities, shall be readily accessible to all occupants and should, wherever possible, be physically connected to other common open space areas on and off the site. Generally, usable open recreational areas should have a minimum dimension of thirty (30) feet in any direction and minimum area of nine hundred (900) square feet; however, it is recognized that open recreational areas can be of a smaller minimum dimension or area provided it meets the definition. An exception to the minimum 15% recreational space established by the Revised Multi-Family Design Guidelines shall be given to minimize the amount of grading that would be required to achieve the minimum recreational space maintaining the intent of the Galloway Neighborhood guidelines of minimizing retaining walls and grading.

i. An exception to the minimum 15% recreational space established by the Revised Multi-Family Design Guidelines shall be given to minimize the amount of grading that would be required to achieve the minimum recreational space maintaining the intent of the Galloway Neighborhood guidelines of minimizing retaining walls and grading.

2) Incorporate one functional amenity. Allowable recreational amenities:
   a. Swimming pool;
   b. Resident clubhouse.
   c. One tot lot with a minimum size of nine hundred square feet (900') per tot lot area;
   d. Basketball, volleyball, tennis court, handball court or other sports court.
   e. One (1) picnic area, with a minimum size of nine-hundred square feet (900') per area, and including a minimum of one (1) picnic table and one (1) barbeque grill/pits per picnic area;
   f. Community center (meeting room, assembly hall, etc.);
   g. Exercise room and/or recreation building

3) A tree six inches or greater in diameter measured 4 1/2 feet above ground must be preserved or replaced with a tree of at least two inches (2) in diameter—for a maximum total of 7 trees per acre. Trees meeting the landscape requirements in the zoning ordinance may be counted toward this requirement. If this is not possible then the total diameter of trees at the time they are lost shall be replaced with an equal diameter amount of trees with no less than 2 in diameter throughout the project area.

2. Galloway Village Neighborhood Development Guidelines.

   a. Limiting signage types, illumination, placement, and number.

(1) Detached signs (monument signs) shall be permitted at each public street entrance or public street frontage.

- One detached sign shall be permitted per public street access. The surface area of each shall not exceed 80 square feet.
- A minimum setback of 4 feet from adjacent property line shall be maintained for detached signs.

(2) Attached signs shall be permitted on building façade or elements within the property.

- Maximum attached sign total effective area shall not exceed one square foot for each lineal footage of each building wall having frontage on a public or private street, not to exceed 80 square feet.
- Exceptions: Existing buildings attached sign total effective area shall not exceed two square feet for each lineal footage of each building wall having frontage on a public or private street or 160 square feet, whichever is less. Maximum attached sign total effective area shall not apply to artistic murals.

(3) Design: Signs shall be designed to be compatible with the character of the building materials and landscaping to promote the overall aesthetic of the development.

(4) Digital signage is prohibited.

b. Glazing ratios

(1) Glazing on the exterior of building facades shall not make up more than 40% of the gross area of each building elevation.

- Exceptions: Existing buildings and any additions or renovations to the exterior of existing buildings on site shall be exempt from maximum glazing ratio of 40%. Existing buildings shall maintain the current glazing ratios and meet the Secretary of Interior standards as determined by the Administrative Review Committee.

c. Location of Parking Lots

(1)Parking lots shall be located behind buildings or with drive access oriented perpendicular from Lone Pine Ave. to limit visual impact to public spaces.

a. Parking lots layout to be developed in accordance to Exhibit 2 – Preliminary Site Layout.

d. Limit excessive grading or rock blasting.

(1) Limiting excessive grading or rock blasting through creative design solutions such as establishing the finish floor elevations, locating building entry/access points, layout of parking lots and other design elements shall be explored.

e. Preservation of existing tree canopy.

(1) Preservation of existing trees in good condition as proposed on Exhibit 6 Preliminary Landscape plan.

a. The City's Urban Forester will be consulted to review the condition and species of trees and to give a determination if trees designated for preservation on Exhibit 6 Preliminary site plan should be preserved.

f. Restrictions on retaining walls.

(1) Retaining walls shall be designed for a maximum of 8' in height with a minimum of 6' between tiers.

- Retaining walls should be constructed using materials that compliments the character of the neighborhood.
- Creative solutions should be explored that limit the impact or need for retaining walls.

g. The development shall designate space and allow for a mix of allowable small business uses that could be supportive of neighborhood amenities.

h. Promote high-quality streetscape experience.

(1) The design of new construction buildings along public streets shall incorporate attractive streetscapes that compliments the village character of the neighborhood in addition to the guidelines set forth in the Revised Multi-family Design Guidelines for articulation and material use along a public street.

- Elements such as, pedestrian scale lighting, street furniture, and landscaping should be incorporated to promote high-quality streetscape and enhanced pedestrian experience.

(2) Design of the sidewalk along public streets shall attempt to enhance the pedestrian experience and feeling of safety.
(3) A crosswalk at the south eastern corner of the property, on the north side of the access to the Sequiota Park access, shall be created to provide safe crossing location for pedestrians connecting the businesses and housing along the west side of Lone Pine Ave and Sequiota Park and Galloway Creek Greenway on the East.
(4) Acceptable uses for planned limited business spaces to include those desirable to pedestrian streetscape including, sidewalk cafes, outdoor eating and drinking facilities, retail sales, mobile food vendors, art galleries and farmers markets.
(5) Where feasible, street trees, and landscaped buffer zone shall be planned along public street front to enhance the pedestrian experience and character of the neighborhood.

i. Building Façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each twenty (25) horizontal feet of a building façade or wall:

(1) Changes in color, texture and material
(2) Projections, recesses and reveals expressing structural bays, entrances or other aspects of the architecture.
(3) Groupings of windows or fenestration.

j. Building materials and colors.

(1) Metal shall not be used as a primary exterior surface material. It may be used as a trim material covering no more than ten (30) percent of the facade or as a roof material.
(2) Facade colors shall have low reflectance. High-intensity or fluorescent colors are prohibited.

k. Service and Loading Areas. Off-street loading shall be regulated in accordance with *Sections 36-456 and 3 6-483 (2)* of the *Springfield Zoning Ordinance.* The following requirements are supplementary.

(1) All service and loading areas shall be located in the side or rear yard of buildings.
(2) Service and loading areas shall be designed so that the entire service and loading operations are conducted on the building site and shall be integrated into the building architecture. The visibility of service and loading from public streets shall be minimized or eliminated.

3. Preservation of existing structures and neighborhood character.

a. Existing structures at 3521, 3527 and 3535 S. Lone Pine Avenue and as designated on site plan shall be maintained so they may be preserved and appropriately rehabilitated following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements listed below. Residential uses may be located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. Uses shall encourage public activity along Lone Pine Avenue.

b. Additions and/or renovations to designated existing buildings should be compatible with the neighborhood character with a mix of architectural styles, attempting to improve the streetscape, pedestrian experience, walkable feel, and opportunities for interactions in private establishments and public spaces.

c. Exterior finish building materials used in additions and/or renovations of existing buildings shall be complimentary to the neighborhood character.

d. The Secretary of the Interior's Standards for Rehabilitation shall be followed when renovating existing structures as described above and identified on the site plan. The Administrative Review Committee (ARC) shall review all exterior changes to the existing structures designated for preservation. Interior renovations or permits do not require an ARC review. When considering whether or not to issue a permit an exterior change(s), ARC shall be guided by the Standards as listed below and may consult with the Landmarks Board or other persons knowledgeable in historic preservation and rehabilitation:

(1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

(2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

(3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

(4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

(5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

(6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

(7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

(8) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

(9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

e. Minimum maintenance requirements. Preserved buildings shall keep all interior and exterior portions of buildings and other structures in good repair following the following maintenance requirements:

(1) All sidewalks leading to a building, steps, driveways, parking spaces, and similar paved areas for public use shall be kept in a proper state of repair. If any sidewalk or driveway or portion thereof by virtue of its state of repair shall constitute a danger to public health and safety, the sidewalk or driveway or portion thereof shall be replaced.

(2) Structural members. All supporting structural members of all structures shall be kept structurally sound, free of deterioration, and maintained capable of safely bearing the dead and live loads imposed upon them.

(3) Exterior surfaces (foundations, walls, and roof). Every foundation, exterior wall, roof, and all other exterior surface shall be maintained in a workmanlike state of maintenance and repair.

(4) Foundation walls. All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads and shall be maintained plumb and free from open cracks and breaks, so as not to be detrimental to public safety and welfare.

(5) Exterior walls. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface materials shall be maintained weatherproof and shall be properly surface coated when required to prevent deterioration.

(6) Roofs and drainage. The roof shall be structurally sound, tight, and not have defects which might admit rain. Roof drainage shall be adequate to prevent rain water from causing dampness or deterioration in the walls or interior portion of the building. Roof water shall not be discharged in a manner that creates a nuisance to owners or occupants of adjacent premises or that creates a public nuisance.

(7) Decorative features. All cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

(8) Signs and awnings. All canopies, signs, awnings, stairways, fire escapes, exhaust ducts, and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. They shall be protected from the elements and against decay and rust by the periodic application of a weather-coating material such as paint or other protective treatment.

(9) Chimneys. All chimneys and similar appurtenances shall be maintained structurally safe, sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials such as paint or similar surface treatment.

(10) Stairs and porches. Every stair, porch, fire escape, balcony, and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the anticipated loads and shall be maintained in sound condition and good repair.

(11) Window and door frames. Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible, and to substantially exclude wind from entering the dwelling or structure.

(12) Weathertight. Every window and exterior door shall be fitted reasonably in its frame and be weathertight. Weather stripping shall be used to exclude wind or rain from entering the dwelling or structure and shall be kept in sound condition and good repair.

(13) Glazing. Every required window sash shall be fully supplied with approved glazing materials which are without open cracks and holes.

(14) Door hardware. Every exterior door and its hardware shall be maintained in good condition. Door locks on all doors entering dwelling units shall be in good repair and capable of tightly securing the door.

(15) Basement hatchways. Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rats, rain, and surface drainage water into the structure.

(16) Grading and drainage. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Stagnant water shall be determined as any accumulation that has not dispersed within seven days of the last recorded local rainfall.

(17) Accessory structure. All accessory structures, including detached garages, fences, and walls, shall be maintained structurally sound.

(18) ARC may refer violations of this section to the Director of Building Development Services for purposes of conducting such inspections and enforcement proceedings as the Director of Building Development Services may deem appropriate so that the building or structure may be preserved in accordance with the purposes of this ordinance.

(19) The provisions of this section shall be in addition to all other applicable provisions of the Springfield City Code relating to the construction and maintenance of buildings and structures.

f. Structures shall not be demolished or removed without an Economic Hardship being proven as prescribed in Section 36-404.

g. The Administrative Review Committee (ARC) shall be responsible for any approvals or interpretations of this subsection. If the existing structures as described above are designated on the *Springfield Historic Register* in the future, the Landmarks Board will have authority and ARC's authority as described above will be null and void.

I. OPEN SPACE, LANDSCAPING & SCREENING

The landscaping and screening provisions are intended to improve the physical appearance of the District; to improve the environmental performance by contributing to the abatement of heat, glare and noise, and by promoting natural percolation of storm water and improvement of air quality; to buffer potentially incompatible land uses from one another; and to conserve the value of adjoining property and neighborhoods.

1. Open space requirements

   a. Minimum open space: Not less than (25) percent of the total lot area shall be devoted to open space including required yards, stream buffer and buffer yards. Open space shall contain living ground cover and other landscaping materials.
   b. Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed eighty (75) percent of the total lot area.

2. Bufferyards.

   a. Required bufferyards.

      (1) Where new development is located adjacent to an R-SF Zoning District, a fifteen (15) foot Type C bufferyard shall be required. No other bufferyards are required.

   b. Bufferyard standards.

      (1) Required bufferyards on a lot or tract shall be installed when the lot or

tract is developed.

(2) Required bufferyards in common area shall be installed when any development occurs in the District unless the installation is specifically delayed by the requirements.

(3) Bufferyards shall be landscaped in conformance with the open space landscaping requirements listed below.

3. Vehicular use area open space.

   a. Perimeter.
   b. Interior.

4. Open space landscaping.

   a. Landscaping plantings. In all open space areas required by this District the following landscaping shall be planted and maintained for each five hundred (500) square feet of such open space area. Existing trees approved for preservation shall be counted toward satisfaction of this provision.
   (1) One (1) canopy tree or (2) understory, ornamental or evergreen trees.
   (2) Six (6) shrubs.

   b. Landscaping standards.

      (1) Tree species, sizes and spacing shall be approved consistent with the City of Springfield's *Arboricultural Design Guidelines* on file with the Planning and Development Director.
      (2) Tree preservation. Preservation of each healthy existing tree of an approved species that is at least four and one-half (4-1/2) inches caliper shall count as two (2) trees toward fulfillment of the tree requirements of this District.
      (3) Maintenance of required landscaping. Upon installation or preservation of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required materials that do not remain healthy shall be replaced consistent with this article.
      (4) The developer shall coordinate with the city urban forester to ensure proper measures for tree conservation are utilized during construction, and that proper planting and maintenance procedures are followed for new and existing trees.
      (5) The preliminary site layout provides a buffer that is greater than required along the northern and western boundaries to preserve existing neighboring trees.

5. Screening.
   a. Screening Locations

      (1) Parking lot screening: Parking lot edges visible from Lone Pine shall be screened with a opaque shrub barrier border with a minimum height of 3’ at planting. These shrubs will count toward the total shrubs needed within the landscape requirements.

         i. Alternate acceptable screening types to have an opaque barrier 3 feet in height which visually screens parking lots from Lone Pine Ave. shall be approved

by the Administrative Review Committee.

6. Required yard setbacks.
   a. The development shall follow setbacks established city ordinance zoning regulations.

      (1) Exception: the front yard setback for new construction that fronts along property located at 3503 S Lone Pine Ave shall be from the new right-of-way line which will be 55’ as measured from the center line of Lone Pine Avenue.

   b. A 10 foot set back along the north property line shall be established to help preserve the existing tree canopy.

J. EXTERIOR LIGHTING

The requirements and standards of *Section 36-484* of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification.

1. The existing shared access easement from Lone Pine Ave. at the southern property line shall be used for access to the development. Improvements to shared access from Lone Pine Ave. will be implemented as shown on Exhibit 2 – Preliminary Site Layout and in coordination of required public improvements described in Section N.

L. OFF-STREET PARKING

Sections 36-455, 36-456 and 3*6-483* of the *Springfield Zoning Ordinance* in effect at the time of development shall apply.

M. SIGNS

In addition to the sign regulations stated within this document, the requirements and standards of *Section 36-454* of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

N. REQUIRED IMPROVEMENTS

1. Public improvements to be completed. Public and private improvements necessary to adequately accommodate the intensity of development proposed in this District shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements. Prior to building permits being issued to the applicant, or subsequent owners shall:

a. construct the required improvements; or
b. provide assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

2. Certificate of occupancy. No certificate of occupancy shall be issued for any structure within this District, or phase of the development, unless:

   a. the required improvements are completed prior to occupancy of the structures; or
   b. the Director of Public Works has determined that:
      (1) any incomplete required improvements have little or no effect on the occupancy of the facility; or
      (2) conditions beyond the control of the contractor, *i.e.*, strikes, weather, etc., have delayed the completion of the improvements.

   If one of these conditions occurs, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

3. Required improvements. Improvements necessary to adequately accommodate the intensity of development in this District include the following.
   a. Street improvements.
      1. A northbound left-turn lane along S. Lone Pine Avenue is needed to access the development at its southern-most entrance, aligning with the Sequiota park driveway entrance. The length of the northbound left storage to be no less than 150 feet, plus taper**.** No curb and gutter are required unless otherwise constructed by Public Works.
      2. Installation of a crosswalk aligned to the northside of the Sequiota park driveway to and the northside of the shared access drive south of 3535 S. Lone Pine Ave. (Treadway's Building).
      3. Installation of sidewalk along property fronting South Lone Pine Ave. In an effort to preserve existing trees as well as enhance the pedestrian experience on site, the sidewalk that fronts along parcel 3503 S Lone Pine Ave. shall shift the public sidewalk onto private property west of existing trees in the approximate location shown on the site plan. A sidewalk easement will be negotiated between the city and developer.
      4. Any street furniture, lighting, trees, planters, etc. in the public rights-of-way shall be approved by the Public Works Department. A maintenance agreement may be necessary for these amenities.
      5. Approximately 5 feet of additional right-of-way will be dedicated along the entire length of the property frontage on S. Lone Pine Avenue, for a total of 35 feet from the centerline of the roadway. The final amount of dedicated R-O-W will be determined by a survey.
         i. The Purple Shamrock building at 3527 S. Lone Pine Ave. encroaches into the proposed R-O-W. R-O-W will need to jog around existing Building or an agreement will need to be provided prior to dedication of new R-O-W.

b. Sanitary sewer facilities.

1. Hookup of sanitary sewer to existing buildings that are not currently on city record.

c. Storm water management facilities.

1. Maintain (average) clearance to stream buffer.
2. Where parking lot/ fire lane access is required over existing stream, a culvert shall be allowed.
3. Stream buffer shall be recorded as a condition of approval of this Planned Development to account for site plan adjustments during the construction documents phase.

4. Improvement Standards.
Improvements shall conform to the following standards.

a. All utilities and utility connections shall be located underground, including, but not limited to, electrical and telephone cables, security and other telecommunication systems and wires. Transformers, meters of any type (including electric, gas or other meters), or other apparatus shall be adequately screened and landscaped.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

P. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

Q. FINAL DEVELOPMENT PLAN

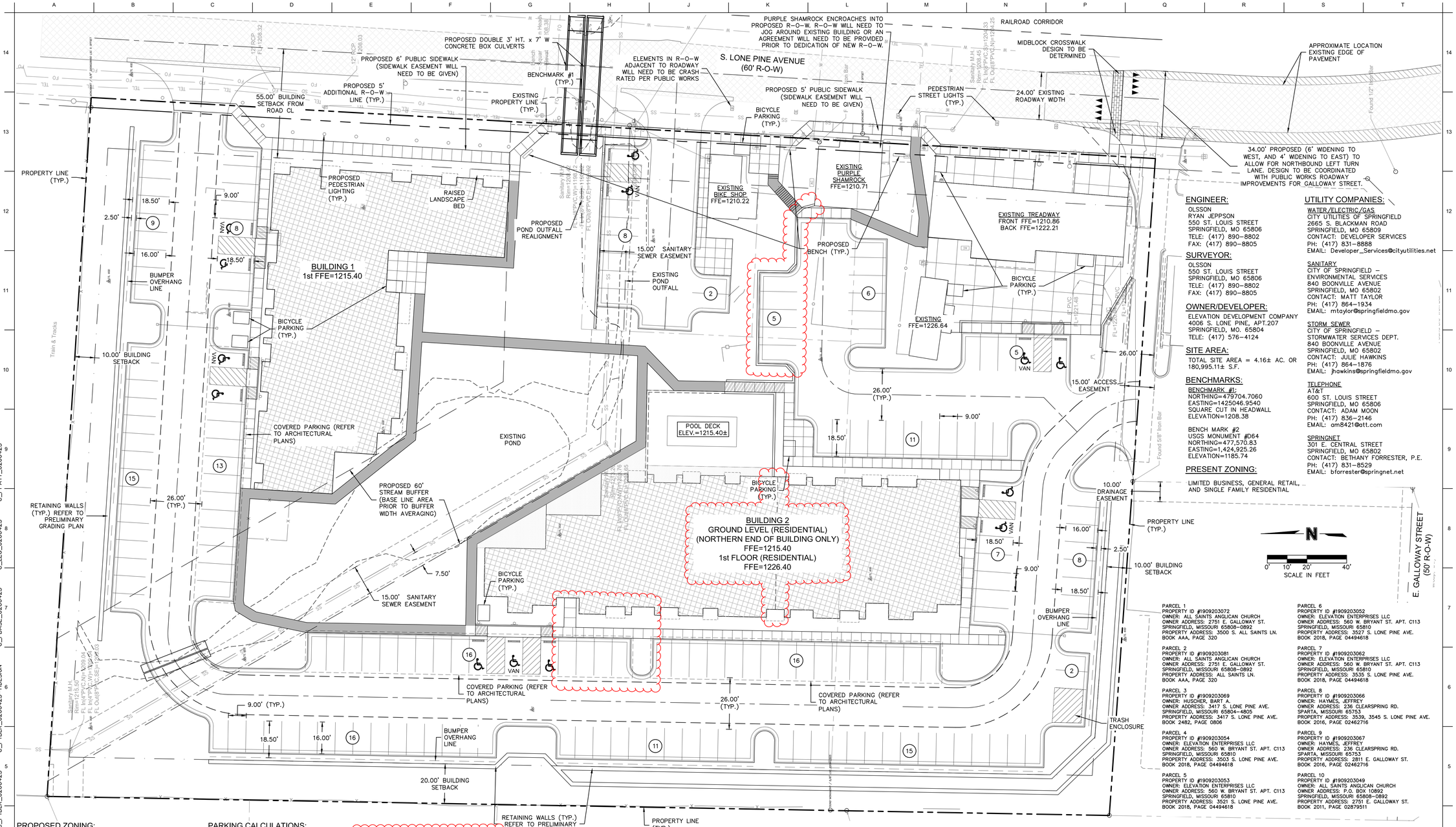
A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. The final development plan may be submitted in the form of a preliminary plat, provided the plat is prepared in accordance with the requirements, standards, and intent of this Exhibit. Development of this District shall be in accordance with the approved final development plan.

1. A final development plan shall only be approved if it is in substantial conformance with

Exhibits 1, 2 and 4 as defined by *Subsection 36-405 (9) (c)* of the *Springfield Zoning Ordinance*.

The final development plan shall be submitted to the Planning and Development Department for the Administrative Review Committee review and final action, either as a whole or in phases. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan and exterior elevations. Such authority shall not, however, be construed to permit:

A. Any uses within the District other than those specifically prescribed by the ordinance.
B. Any increase in the intensity of use permitted within the District.



ENGINEER:

OLSSON
RYAN JEPPSON
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
TELE: (417) 890-8802
FAX: (417) 890-8805

SURVEYOR:

OLSSON
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
TELE: (417) 890-8802
FAX: (417) 890-8805

OWNER/DEVELOPER:

ELEVATION DEVELOPMENT COMPANY
4006 S. LONE PINE, APT.207
SPRINGFIELD, MO. 65804
TELE: (417) 576-4124

SITE AREA:

TOTAL SITE AREA = 4.16± AC. OR 180,995.11± S.F.

BENCHMARKS:

BENCHMARK #1:
NORTHING=479704.7060
EASTING=1425046.9540
SQUARE CUT IN HEADWALL
ELEVATION=1208.38

BENCH MARK #2
USGS MONUMENT #D64
NORTHING=477,570.83
EASTING=1,424,925.26
ELEVATION=1185.74

PRESENT ZONING:

LIMITED BUSINESS, GENERAL RETAIL, AND SINGLE FAMILY RESIDENTIAL

UTILITY COMPANIES:

WATER/ELECTRIC/GAS
CITY UTILITIES OF SPRINGFIELD
2665 S. BLACKMAN ROAD
SPRINGFIELD, MO 65809
CONTACT: DEVELOPER SERVICES
PH: (417) 831-8888
EMAIL: Developer_Services@cityutilities.net

SANITARY
CITY OF SPRINGFIELD –
ENVIRONMENTAL SERVICES
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: MATT TAYLOR
PH: (417) 864-1934
EMAIL: mtaylor@springfieldmo.gov

STORM SEWER
CITY OF SPRINGFIELD –
STORMWATER SERVICES DEPT.
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: JULIE HAWKINS
PH: (417) 864-1876
EMAIL: jhawkins@springfieldmo.gov

TELEPHONE
AT&T
600 ST. LOUIS STREET
SPRINGFIELD, MO 65806
CONTACT: ADAM MOON
PH: (417) 836-2146
EMAIL: am8421@att.com

SPRINGNET
301 E. CENTRAL STREET
SPRINGFIELD, MO 65802
CONTACT: BETHANY FORRESTER, P.E.
PH: (417) 831-8529
EMAIL: bforrester@springnet.net

PARCEL 1
PROPERTY ID #1909203072
OWNER: ALL SAINTS ANGLICAN CHURCH
OWNER ADDRESS: 2751 E. GALLOWAY ST.
SPRINGFIELD, MISSOURI 65808-0892
PROPERTY ADDRESS: 3500 S. ALL SAINTS LN.
BOOK AAA, PAGE 320

PARCEL 2
PROPERTY ID #1909203081
OWNER: ALL SAINTS ANGLICAN CHURCH
OWNER ADDRESS: 2751 E. GALLOWAY ST.
SPRINGFIELD, MISSOURI 65808-0892
PROPERTY ADDRESS: ALL SAINTS LN.
BOOK AAA, PAGE 320

PARCEL 3
PROPERTY ID #1909203069
OWNER: HUSCHER, BART A.
OWNER ADDRESS: 3417 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804-4805
PROPERTY ADDRESS: 3417 S. LONE PINE AVE.
BOOK 2482, PAGE 0806

PARCEL 4
PROPERTY ID #1909203054
OWNER: ELEVATION ENTERPRISES LLC
OWNER ADDRESS: 560 W. BRYANT ST. APT. C113
SPRINGFIELD, MISSOURI 65810
PROPERTY ADDRESS: 3503 S. LONE PINE AVE.
BOOK 2018, PAGE 04494618

PARCEL 5
PROPERTY ID #1909203053
OWNER: ELEVATION ENTERPRISES LLC
OWNER ADDRESS: 560 W. BRYANT ST. APT. C113
SPRINGFIELD, MISSOURI 65810
PROPERTY ADDRESS: 3521 S. LONE PINE AVE.
BOOK 2018, PAGE 04494618

PARCEL 6
PROPERTY ID #1909203052
OWNER: ELEVATION ENTERPRISES LLC
OWNER ADDRESS: 560 W. BRYANT ST. APT. C113
SPRINGFIELD, MISSOURI 65810
PROPERTY ADDRESS: 3527 S. LONE PINE AVE.
BOOK 2018, PAGE 04494618

PARCEL 7
PROPERTY ID #1909203062
OWNER: ELEVATION ENTERPRISES LLC
OWNER ADDRESS: 560 W. BRYANT ST. APT. C113
SPRINGFIELD, MISSOURI 65810
PROPERTY ADDRESS: 3535 S. LONE PINE AVE.
BOOK 2018, PAGE 04494618

PARCEL 8
PROPERTY ID #1909203066
OWNER: HAYMES, JEFFREY
OWNER ADDRESS: 236 CLEARSPRING RD.
SPARTA, MISSOURI 65753
PROPERTY ADDRESS: 3539, 3545 S. LONE PINE AVE.
BOOK 2016, PAGE 02462716

PARCEL 9
PROPERTY ID #1909203067
OWNER: HAYMES, JEFFREY
OWNER ADDRESS: 236 CLEARSPRING RD.
SPARTA, MISSOURI 65753
PROPERTY ADDRESS: 2811 E. GALLOWAY ST.
BOOK 2016, PAGE 02462716

PARCEL 10
PROPERTY ID #1909203049
OWNER: ALL SAINTS ANGLICAN CHURCH
OWNER ADDRESS: P.O. BOX 10892
SPRINGFIELD, MISSOURI 65808-0892
PROPERTY ADDRESS: 2751 E. GALLOWAY ST.
BOOK 2011, PAGE 02879511

PROPOSED ZONING:

PLANNED DEVELOPMENT (LIMITED BUSINESS, OFFICE & MULTI-FAMILY RESIDENTIAL)

EXISTING COMMERCIAL BUILDINGS:

BIKE SHOP	619 SF
PURPLE SHAMROCK	LEVEL 1 – 717 SF LB LEVEL 2 – 968 SF LB/RES.
TREADWAYS	
LEVEL 1	2,544 SF LB
LEVEL 2	3,170 LB/RES.
CABIN (BEHIND TREADWAYS)	645 SF LB/RES.
TOTAL COMMERCIAL	8,663 SF

NEW RESIDENTIAL BUILDINGS:

BUILDING 1 (NORTH)

LEVEL 1	11,797 SF
LEVEL 2	11,797 SF
LEVEL 3	7,541 SF
LEVEL 4	7,541 SF
BUILDING 1 TOTAL	38,676 SF

BUILDING 2 (WEST)

LEVEL 1–4	14,226 SF EA.
BUILDING 2 TOTAL	56,904 SF
TOTAL RESIDENTIAL	95,580 SF

(NUMBERS DO NOT INCLUDE ATTACHED OUTDOOR AMENITIES SPACES/PATIOS/ROOFTOP DECKS OR BALCONIES.)

OPEN SPACE/GREEN AREA:

OPEN SPACE REQUIRED = 45,921.00 S.F. = 25%

OPEN SPACE PROVIDED = 63,979.63 S.F. =35.35%

PARKING CALCULATIONS:

RESIDENTIAL PARKING
BLDG 1
(6) MICRO @ 1/ =6
(8) STUDIO @ 1.5/ =12
(18) 1 BED @ 1.5/ =27
(8) 2 BED @ 2/ =16
(40)TOTAL =61

BLDG 2
(4) MICRO @ 1/ =4
(8) STUDIO @ 1.5/ =12
(18) 1 BED @ 1.5/ =27
(15) 2 BED @ 2/ =30
(8) 3 BED @ 2/ =16
(53)TOTAL =89

TREADWAYS LEVEL 2
(3) MICRO @ 1/ =3
(2) STUDIO @ 1.5/ =3
(1) 1 BED @ 1.5/ =2
(6)TOTAL =8

PURPLE SHAMROCK LEVEL 2
(1) 2 BED @ 2/ =2
(100) GROSS RESIDENTIAL =160 PARKING REQ'D

PARKING ADJUSTMENTS

UNIT COUNT >50 (1/10 UNITS OVER 50)
(100–50)/10=5% =(8)

BIKE REDUCTION –10% =(16)

NET RESIDENTIAL PARKING REQUIRED =136

COMMERCIAL PARKING

BIKE SHOP (619 SF) 10 PROVIDED
PURPLE SHAMROCK (1,717 SF @ 1/250 SF = 3
TREADWAY'S LEVEL 1(2,544 SF) @ 1/250 SF = 11
OUTBUILDING (645 SF) @ 1/250 SF = 3

GROSS COMMERCIAL PARKING REQUIRED =27

PARKING ADJUSTMENTS

BIKE REDUCTION – 10% =(2)

NET COMMERCIAL PARKING REQUIRED =25

TOTAL DEVELOPMENT PARKING

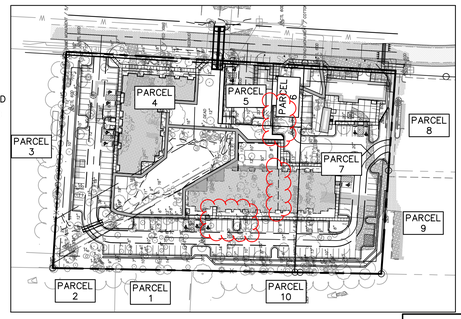
PARKING REQUIRED 136 + 25 =161

PARKING PROVIDED:
ON GRADE =173

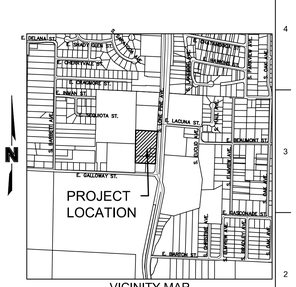
LEGEND

PROPERTY LINES
RIGHT-OF-WAY LINES
LOT LINES
ROAD CENTERLINE
EASEMENT LINES
SETBACK LINES
FOUND IRON BAR
SET 1/2" REBAR
TEMPORARY BENCHMARK
EXIST. ELECTRIC METER
EXIST. FIRE HYDRANT
EXIST. WATER METER
EXIST. WATER VALVE
EXIST. MAILBOX
EXIST. SANITARY MANHOLE
EXIST. CLEAN-OUT
EXIST. POWER POLE
EXIST. AC UNIT
EXIST. FIBER OPTIC PEDESTAL
EXIST. TELEPHONE PEDESTAL
EXIST. GAS METER
EXIST. GAS VALVE
EXIST. BOLLARD
EXIST. STEEL POST
EXIST. WOOD POST
EXIST. SIGN (AS NOTED)

EXIST. COLUMN
EXIST. FLARED END SECTION
EXIST. STUMP
EXIST. CONIFEROUS TREE SIZE AS NOTED
EXIST. DECIDUOUS TREE SIZE AS NOTED
EXIST. SHRUB
EXIST. TREE LINE
EXIST. WATER LINE
EXIST. STORM SEWER LINE
EXIST. OVERHEAD ELECTRIC
EXIST. SANITARY SEWER LINE
EXIST. FIBER OPTIC LINE
EXIST. TELEPHONE LINE
EXIST. GAS LINE
EXIST. CHAIN LINK FENCE
EXIST. BARBED WIRE FENCE
EXISTING CONTOUR
PROPOSED CONTOUR
PEDESTRIAN STREET LIGHTS
PATH LIGHTING (WALL OR BOLLARDS)
BIKE REDUCTION IS 18 SPACES. 2 BICYCLE SPACES PER PARKING SPACE=36 BIKE PARKING.
= 4 BICYCLE SPACES (8'x 6' PAD)



PARCEL KEY MAP
SCALE: 1"=100'



VICINITY MAP
SEC. 9, TWP. 28N, RNG. 21W
SCALE: 1"=1000'

MISSOURI ONE-CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806 TEL 417.890.8802 www.olsson.com
Olsson #020-0425

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM

CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 08.28.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL
PROFESSIONAL NAME, RYAN V. JEPPSON
PROFESSIONAL TITLE: PROFESSIONAL ENGINEER
MO# PE-2012024241

STATE OF MISSOURI
RYAN V. JEPPSON
NUMBER PE-2012024241
PROFESSIONAL ENGINEER
8-28-2020
RYAN V. JEPPSON
PROFESSIONAL ENGINEER
MO# PE-2012024241

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

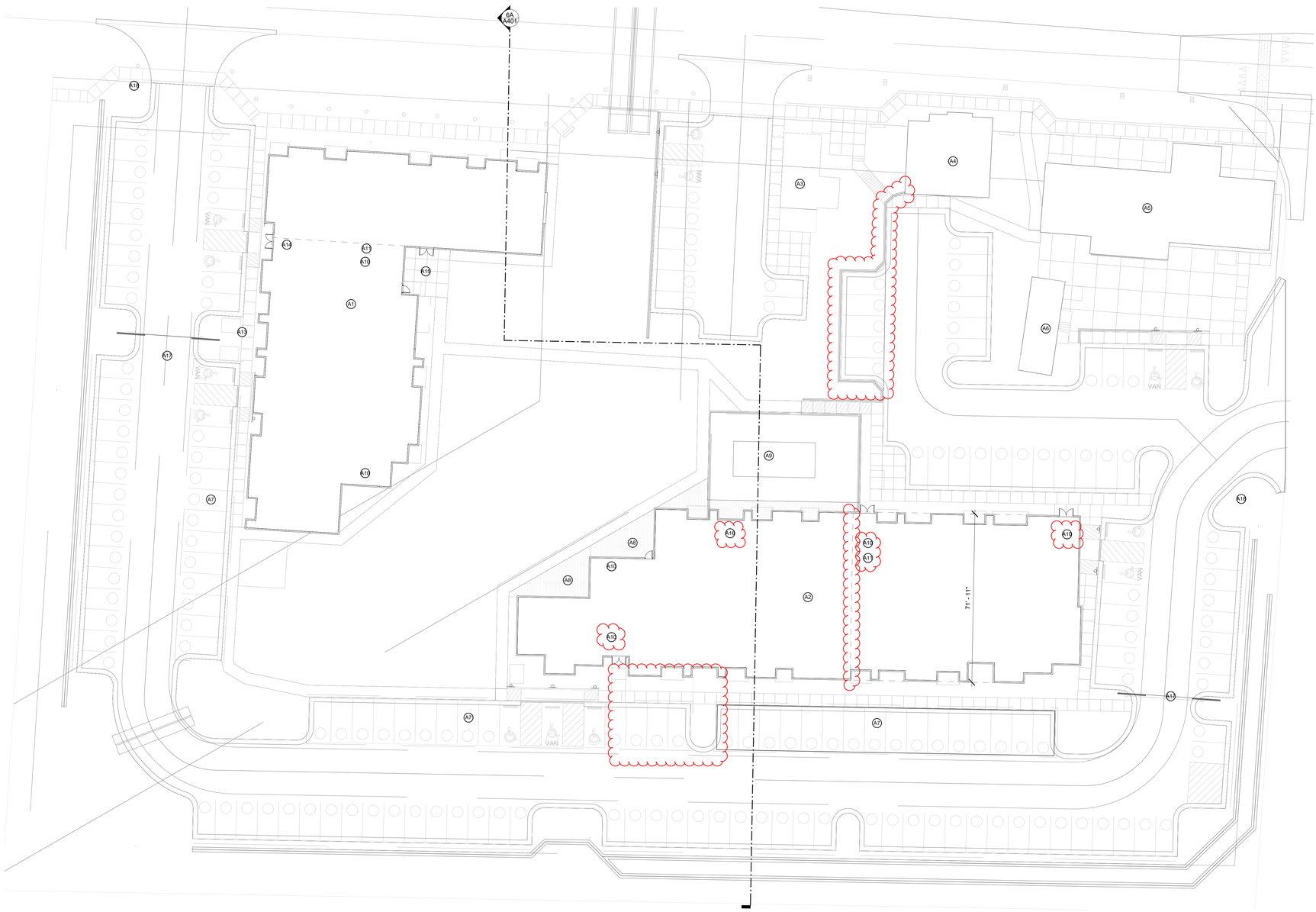
PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY SITE LAYOUT

SHEET
C1.0

DWG: F:\2020\020-0425\10-Design\AutoCAD\Preliminary Plans\Sheets\GNCV C_GEN01_0200425.dwg
DATE: Aug 21, 2020 4:40pm
USER: rjhopauer
C_PTBL_0200425 C_PPATT_0200425 C_LEG_0200425 C_PBASE_0200425 C_PTBL_0200425 C_PDESIGN



4A
A101

OVERALL PLAN

scale: 1" = 20'-0"

N

KEYNOTE - LEGEND	
Character	Note Text
A1	MULTI-FAMILY BUILDING 1
A2	MULTI-FAMILY BUILDING 2
A3	EXISTING BUILDING, 3521 S. LONE PINE AVE.
A4	EXISTING BUILDING, 3527, S. LONE PINE AVE.
A5	EXISTING BUILDING, 3535, S. LONE PINE AVE.
A6	EXISTING BUILDING, 3535, S. LONE PINE AVE.
A7	COVERED PARKING STRUCTURE
A8	PATIO
A9	POOL
A10	ENTRY STAIRWELL
A11	ELEVATOR
A13	MAIN ENTRY
A14	LOBBY, AMENITIES & LEASING OFFICE
A15	PATIO SPACE
A16	FITNESS CENTER/AMENITIES
A17	PRIVACY GATE
A18	PROPOSED MONUMENT SIGN LOCATION

A12 - GARAGE LEVEL RAMP (REMOVED)

GARAGE LEVEL REMOVED

MULTI-FAMILY DEV. MATRIX

5.4 LAND USE ACCESSIBILITY	1 POINT
5.5 CONNECTIVITY ANALYSIS	1 POINT
5.6 ROAD NETWORK EVALUATION	1 POINT
5.7 DESIGN GUIDELINES	6 POINTS
A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY	
1. PEDESTRIAN AMENITIES	PROVIDED
2. BUILDING SCALE & ARTICULATION	PROVIDED
3. BUILDING ORIENTATION & INT. LANDSCAPING	PROVIDED
4. AVOIDANCE OF BLANK WALLS	PROVIDED
B. PROVIDE A GOOD CIRCULATION SYSTEM	
1. INTERNAL CONNECTIVITY	PROVIDED
C. RESPECT THE NATRUAL ENVIROMENT	
1. USEABLE RECREATIONAL AREA/FACILITY	PROVIDED
2. AMENITIES	PROVIDED
3. PRESERVATION OF TREES	PROVIDED
OTHER OPPORTUNITIES OR CONSTRAINTS	
1. HOW MUCH HIGHER DENSITY EXISTS OR IS PLANNED/APPROVED FOR AREA?	1 POINT
2. DOES PROPOSAL SUPPORT REDEVELOPMENT/REVITALIZATION GOALS?	1 POINT
9. ARE THERE PHYSICAL OR OTHER NATURAL BARRIERS WITHIN 1/2 MILE OF THE SITE?	1 POINT
TOTAL OF POINTS	12 POINTS

- 12 POINTS THROUGH BASE CALCULATIONS ALLOWS 24 UNITS PER ACRE.

BONUS DENSITY (DWELLING UNITS/ACRE INCREASES)

- MEETS CRITERIA FOR MIXED-USE DEVELOPMENT +3 DU/A

BASE CALCULATION (24 DU/A) + BONUS DENSITY (3 DU/A) EQUALS TOTAL 27 DWELLING UNITS PER ACRE.

4.16 ACRES AT 27 UNITS PER ACRE EQUALS 112 UNITS. DEVELOPMENT PLAN PROPOSES 100 UNITS.

GENERAL CODE INFO.

GOVERNING CODES

BUILDING CODE	2018 IBC
MECHANICAL CODE	2018 IMC
PLUMBING CODE	2018 IPC
ELECTRICAL CODE	2017 NEC
ENERGY CODE	2018 IECC
ACCESSIBILITY CODE	2009 ICC/ANSI A117.1

CODE DATA

PRIMARY USE GROUPS	B, BUSINESS R-2, RESIDENTIAL
ACCESSORY USE GROUPS	S-2, STORAGE
CONSTRUCTION TYPE	5A
BUILDING 1 (NORTH)	
TOTAL AREA 1ST FLOOR	11,797 S.F.
TOTAL AREA 2ND FLOOR	11,797 S.F.
TOTAL AREA 3RD FLOOR	7,541 S.F.
TOTAL AREA 4TH FLOOR	7,541 S.F.
BUILDING 2 (WEST)	
TOTAL AREA GROUND FLOOR	8,024 S.F.
TOTAL AREA 1-3 FLOORS	14,226 S.F. EA.
TOTAL AREA 4TH FLOOR	6,202 S.F.

FIRE PROTECTION

SPRINKLER	
BUILDING 1 (NORTH)	S13R
BUILDING 2(WEST)	S13R
FIRE ALARMS	YES
EMERGENCY LIGHTING	YES

GENERAL BUILDING HEIGHT + AREA

ALLOWABLE AREA (TABLE 506.2)	PER STORY
TYPE CONSTRUCTION	5A
OCCUPANCY	R-2
SPRINKLER	S13R
ALLOWABLE AREA	12,000 SF
FRONTAGE INCREASE (12,000 X 0.75)	9,000 SF
TOTAL ALLOWABLE AREA	**21,000 SF**
ALLOWABLE HEIGHT (TABLE 504.3)	**60 FEET**
ALLOWABLE STORIES ABOVE GRADE(TABLE 504.4)	**4**

GARAGE GENERAL BUILDING HEIGHT + AREA INFO REMOVED

hdesigngroup
architecture + design

5039 S National Avenue I Springfield, MO 65810 I 417.887.6595

OWNER

ELEVATION DEVELOPMENT CO.

PROJECT TEAM

CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 18-018 DRAWN BY: BGB
DATE: 08.28.2020 REVIEWED BY: BMS

PROFESSIONAL SEAL

STATE OF MISSOURI
BRENT M. STEVENS
NUMBER
MO A-2000151419
ARCHITECT

© 2020 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

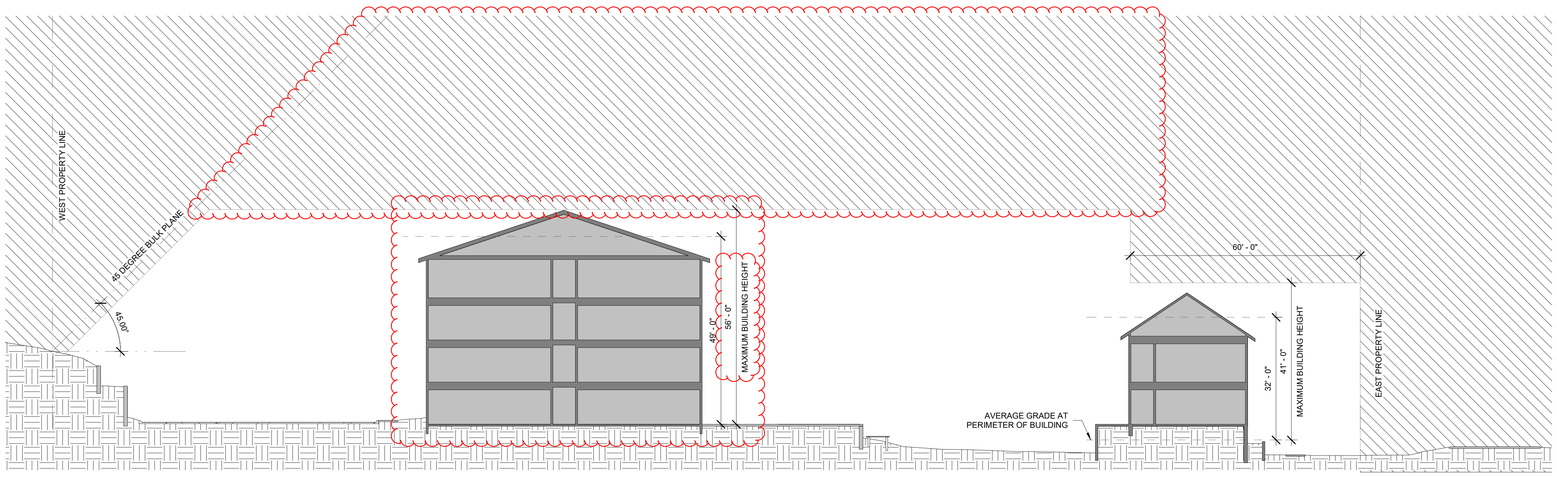
PROJECT TITLE

ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535,3527,3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

EXHIBIT 3 - PRELIMINARY ARCH- SITE PLAN

SHEET
A101



6A
A401

BULK PLANE & HEIGHT RESTRICTIONS

scale: 1/16" = 1'-0"



1A
A401

EAST ELEVATION FROM LONE PINE AVE.

NTS

NOTE: ELEVATION SHOWN IS A 2 DIMENSIONAL REPRESENTATION THAT DOES NOT PORTRAY A REALISTIC VIEW OF WHAT WILL BE SEEN FROM THE HUMAN EYE. FOR RENDERINGS THAT PORTRAY THE VIEWS AS SEEN FROM A HUMAN PERSPECTIVE, REFER TO CONCEPT VISUALS AND PARKVIEW EXHIBITS PROVIDED TO CITY COUNCIL AND NEIGHBORHOOD ASSOCIATION.

DESIGN GUIDELINES

THE BELOW TEXT IS ABSTRACTED FROM EXHIBIT 1 - PD LANGUAGE AND DOES NOT ALTER, NEGATE OR ADD TO THE REQUIREMENTS SET FORTH IN EXHIBIT 1 - PD LANGUAGE. THE BELOW TEXT IS ONLY INTENDED TO BE USED AS A REFERENCE TO THE REQUIREMENTS ESTABLISHED IN EXHIBIT 1 - PD LANGUAGE.

MULTI-FAMILY DESIGN GUIDELINES

A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY
- 1. PEDESTRIAN AMENITIES
- 2. BUILDING SCALE & ARTICULATION
- 3. BUILDING ORIENTATION & INTERIOR LANDSCAPING
- 4. AVOIDANCE OF BLANK WALLS

B. PROVIDE A GOOD CIRCULATION SYSTEM
- 1. CONECTIVITY BETWEEN ABUTTING OR ADJACENT DEVELOPMENTS
- 2. INTERNAL CONNECTIVITY
- 3. PROVIDE SHARED DRIVEWAYS, CROSS ACCESS DRIVEWAYS AND/OR OTHER FORMS OF CONNECTIVITY AND SECONDARY ACCESS TO EXISTING OR FUTURE ADJACENT DEVELOPMENTS.

C. RESPECT THE NATURAL ENVIROMENT
- 1. USEABLE RECREATIONAL AREA/FACILITY
- 2. AMENITIES
- 3. PRESERVATION OF TREES

GALLOWAY VILLAGE DEVELOPMENT GUIDELINES

A. SIGNAGE LIMITATIONS
- 1. DETACHED AND ATTACHED SIGNS LIMITED IN AREA AND LOCATION
- 2. DESIGN OF SIGNAGE SHALL BE COMPATIBLE WITH CHARACTER OF BUILDING AND LANDSCAPING.

B. GLAZING RATIOS
- 1. GLAZING ON EXTERIOR OF BUILDING FACADES SHALL NOT MAKE UP MORE THAN 40% OF GROSS AREA OF EACH BUILDING ELEVATION.

C. LOCATION OF PARKING LOTS
- 1. PARKING LOTS SHALL BE LOCATED BEHIND BUILDINGS OR WITH DRIVE ACCESS ORIENTED PERPENDICULAR FROM LONE PINE AVE.

D. LIMIT EXCESSIVE GRADING OR ROCK BLASTING
- 1. LIMIT EXCESIVE GRADING OR ROCK BLASTING THROUGH CREATIVE DESIGN SOLUTIONS SUCH AS ESTABLISHING THE FINISH FLOOR ELEVATIONS, LOCATING BUILDING ENTRY/ACCESS POINTS, LAYOUT OF PARKING LOTS AND OTHER DESIGN ELEMENTS SHALL BE EXPLORED.

E. PRESERVATION OF EXISTING TREE CANOPY
- 1. PRESERVATION OF EXISTING TREES IN GOOD CONDITION.

F. RESTRICTIONS ON RETAINING WALLS
- 1. RETAINING WALLS SHALL BE DESIGN FOR A MAXIMUM OF 8' IN HEIGHT WITH A MINIMUM 6' BETWEEN TIERS.

G. THE DEVELOPMENT SHALL DESIGNATE SPACE AND ALLOW FOR A MIX OF ALLOWABLE SMALL BUSINESS USES THAT COULD BE SUPPORTIVE OF NEIGHBORHOOD AMENITIES.

H. PROMOTE HIGHT-QUALITY STREETSCAPE EXPERIENCE.

I. BUILDING FACADES VISIBLE TO THE PUBLIC SHALL DISPLAY A SIMILAR LEVEL OF QUALITY AND ARCHITECTURAL FINISH. TWO OR MORE OF THE FOLLOWING DESIGN ELEMENTS SHALL BE INCORPORATED FOR EACH 25 FEET OF BUILDING FACADE OR WALL.
- 1. CHANGES IN COLOR, TEXTURE AND MATERIAL
- 2. PROJECTIONS, RECESSES AND REVEALS
- 3. GROUPINGS OF WINDOWS OR FENESTRATION.

J. BUILDING MATERIALS AND COLORS.
- 1. METAL SHALL NOT BE USED AS A PRIMARY EXTERIOR SURFACE MATERIAL.
- 2. FACADE COLORS SHALL HAVE LOW REFLECTANCE. HIGH-INTENSITY OR FLOURESCENT COLROS ARE PROHIBITED.

K. SERVICE AND LOADING AREAS.
- 1. ALL SERVICE AND LOADING AREAS SHALL BE LOCATED IN THE SIDE OR REAR YARD OF BUILDINGS.
- 2. SERVICE AND LOADING AREAS SHALL BE DESIGNED SO THAT THE ENTIRE SERVICE AND LOADING OPERATIONS ARE CONDUCTED ON THE BUILDING SITE AND SHALL BE INTEGRATED INTO THE BUILDING ARCHITECTURE. THE VISIBILITY OF THE SERVICE AND LOADING FROM PUBLIC STREETS SHALL BE MINIMIZED OR ELIMINATED.

NOTE:

THE ELEVATION SHOWN IS INTENDED AS AN ILLUSTRATIVE REPRESENTATION OF THE PROPOSED DEVELOPMENT'S CONFORMANCE TO THE MULTI-FAMILY DESIGN GUIDELINES AND THE GALLOWAY VILLAGE DOCUMENT. EXISTING VEGETATION, LANDSCAPING AND OTHER SITE ELEMENTS ARE NOT SHOWN TO BETTER HIGHLIGHT THE DESIGN INTENT OF THE NEW RESIDENTIAL STRUCTURES CONFORMANCE TO THE DESIGN GUIDELINES.

BUILDING HEIGHT DEFINED AND CALCULATED AS PERSCRIBED BY INTERNATIONAL BUILDING CODE.

ELEVATION MATERIAL LEGEND

Character	Note Text
E1	RAISED LANDSCAPE BED
E2	FACADE ARTICULATION
E3	MAXIMUM 40% GLAZING
E4	BRICK MASONRY, STONENE OR OTHER MATERIAL COMPLIMENTARY TO THE PEDESTRIAN SCALE
E5	FINISH FLOOR ELEVATION ESTABLISHED TO MINIMIZE EXCESSIVE GRADING

hdesigngroup
architecture + design

5039 S National Avenue I Springfield, MO 65810 I 417.887.6595

OWNER
ELEVATION DEVELOPMENT CO.

PROJECT TEAM

CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 18-018 DRAWN BY: BGB
DATE: 08.28.2020 REVIEWED BY: BMS

PROFESSIONAL SEAL

STATE OF MISSOURI
BRENT M STEVENS
NUMBER A-2000151418
ARCHITECT

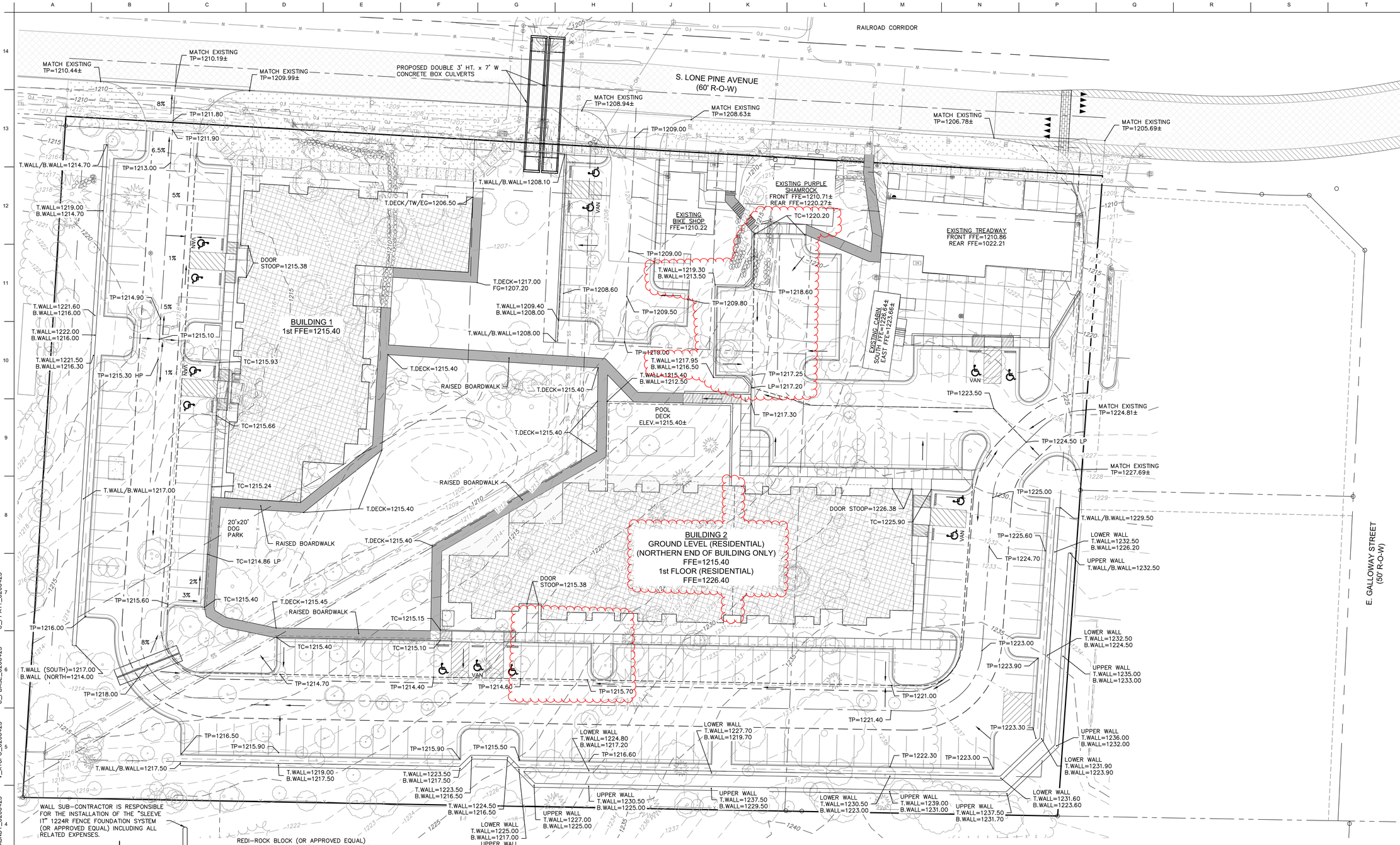
© 2020 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

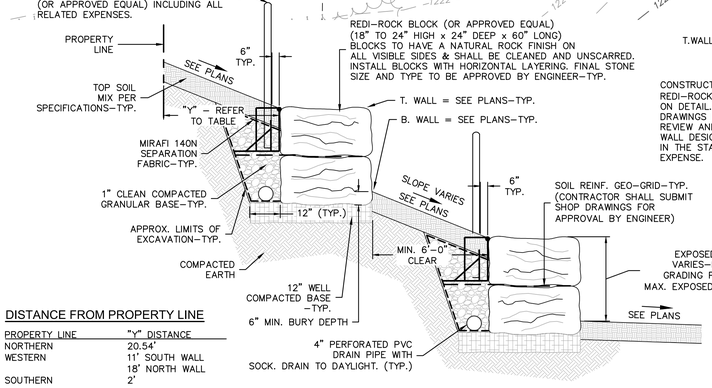
PROJECT ADDRESS:
3535,3527,3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

EXHIBIT 4 - ARCH. ELEVATIONS

SHEET
A401



WALL SUB-CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE "SLEEVE IT" 1224R FENCE FOUNDATION SYSTEM (OR APPROVED EQUAL) INCLUDING ALL RELATED EXPENSES.



REDI-ROCK BLOCK (OR APPROVED EQUAL) (18" TO 24" HIGH x 24" DEEP x 60" LONG) BLOCKS TO HAVE A NATURAL ROCK FINISH ON ALL VISIBLE SIDES & SHALL BE CLEANED AND UNSCARRED. INSTALL BLOCKS WITH HORIZONTAL LAYERING. FINAL STONE SIZE AND TYPE TO BE APPROVED BY ENGINEER-TYP.

CONSTRUCT MODULAR BLOCK RETAINING WALL UTILIZING REDI-ROCK BLOCK (OR APPROVED EQUAL) AS NOTED ON DETAIL. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INCLUDING BLOCK SIZE AND COLOR FOR REVIEW AND APPROVAL PRIOR TO ACQUIRING MATERIAL. WALL DESIGN TO BE PROVIDED BY ENGINEER LICENSED IN THE STATE OF MISSOURI, AT THE CONTRACTOR'S EXPENSE.

DISTANCE FROM PROPERTY LINE

PROPERTY LINE	"Y" DISTANCE
NORTHERN	20.54'
WESTERN	11' SOUTH WALL 18' NORTH WALL
SOUTHERN	2'

TYPICAL NATURAL STONE RETAINING WALL DETAIL

NOT TO SCALE

HATCH LEGEND

- AREAS PROPOSED FOR BOARDWALK IN LIEU OF CONCRETE SIDEWALK
- PROPOSED PUBLIC SIDEWALK ALIGNMENT

LEGEND

1280	EXISTING CONTOUR
1280	PROPOSED CONTOUR
TP=1280.00	TOP OF PAVEMENT
TC=1280.00	TOP OF CURB
TW=1280.00	TOP OF SIDEWALK
GR=1280.00	FINISHED GROUND
TI=1280.00	TOP OF INLET
TB=1280.00	TOP OF DRAIN BASIN
FL=1280.00	FLOW LINE
GB=1280.00	GRADE BREAK
TCP=1280.00	TOP OF CONCRETE PAD
B.WALL=1280.00	BOTTOM OF WALL
T.WALL=1280.00	TOP OF WALL
T.DECK=1280.00	TOP OF BOARDWALK
	SPILL CURB
	ON-SITE STD. CURB
	FLOW DIRECTION
	FLOW LINE
	RIDGE LINE

ELECTRONIC MEDIA NOTE

COMPUTER AIDED DESIGN (CAD) FILES WILL BE PROVIDED TO THE CONTRACTOR UPON REQUEST. IN THE EVENT OF A CONFLICT BETWEEN CAD FILES AND HARD COPIES, THE PRINTED HARD COPY DRAWINGS ISSUED FOR THE PROJECT SHALL TAKE PRECEDENCE OVER THE CAD FILES.

N

0' 10' 20' 40'
SCALE IN FEET

BENCHMARKS:

BENCHMARK #1:
NORTHING=479704.7060
EASTING=1425046.9540
SQUARE CUT IN HEADWALL
ELEVATION=1208.38

BENCH MARK #2
USGS MONUMENT #D64
NORTHING=477,570.83
EASTING=1,424,925.26
ELEVATION=1185.74

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE or **811**
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806 TEL 417.890.8802 www.olsson.com
Olsson #020-0425

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM
CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 08.28.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL
PROFESSIONAL NAME, RYAN V. JEPPSON
PROFESSIONAL TITLE: PROFESSIONAL ENGINEER
MO# PE-2012024241

STATE OF MISSOURI
RYAN V. JEPPSON
NUMBER PE-2012024241
PROFESSIONAL ENGINEER
8-28-2020
RYAN V. JEPPSON
PROFESSIONAL ENGINEER
MO# PE-2012024241

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY GRADING PLAN

SHEET
C2.0

DWG: F:\2020_0001-0500\0201-0425\XD-Design\Xut\C(D)\Preliminary Plans\Sheets\CIVIL\C_GR001_0200425.dwg
DATE: Aug 27, 2020 4:49pm
XREFS: C_PAT_0200425 C_PPATT_0200425
USER: rbingaker
C_BASE_0200425
V_XTOP_0200425

PD OPEN SPACE REQUIREMENTS

25% OPEN SPACE REQUIRED = (TOTAL SITE AREA = 183,681.69 SF)
REQUIRED OPEN SPACE = 45,921 SF
LANDSCAPE REQUIRED PER 500 SF OF REQ'D OPEN SPACE:
1 CANOPY TREE (OR 2 UNDERSTORY TREES)/ 500 SF
8 SHRUBS/ 500 SF
THEREFORE,
92 CANOPY TREES (OR 184 UNDERSTORY TREES, OR COMBINATION THEREOF)
552 SHRUBS

LANDSCAPE PROVIDED:
102 PRESERVED EXISTING TREES X 2 = 204 TREES
12 INTERIOR TREES
6 PERIMETER TREES
2 OTHER PROPOSED TREES
= 233 TOTAL TREES

54 BUFFERYARD SHRUBS
6 PERIMETER SHRUBS
173 VEGETATIVE PARKING SCREEN
319 OTHER PROPOSED SHRUBS (TO BE SHOWN ON FINAL LANDSCAPE PLAN)
= 552 TOTAL SHRUBS

STREAM BUFFER TREE REMOVAL
16 TREES REMOVED IN THE 60' STREAM BUFFER AREA
REQUIRED= 16 TREES MI. 1.5" CALIPER THAT WILL HAVE SIMILAR MATURE CANOPY SPREAD OF THOSE REMOVED

LANDSCAPE CALCULATIONS:

HEADLIGHT SCREENING
NORTH & WEST –THE PROPOSED DEVELOPMENT WILL BE LOWER IN ELEVATION THAN THE NEIGHBORING PROPERTIES, THEREFORE THE RETAINING WALL WILL FUNCTION AS THE HEADLIGHT SCREENING

BUFFERYARD
NORTH – ZONED PD, USE IS COMMERCIAL – NONE
EAST –ROAD AND RAIL RIGHT OF WAY – NONE
SOUTH – ZONED GR, USE IS COMMERCIAL –NONE
WEST – ZONED R–SF, USE IS RESIDENTIAL & NON–RESIDENTIAL (CHURCH) – BUFFERYARD C
PER 100 LINEAR FEET – 1 CANOPY TREES, 2 UNDERSTORY TREES, 2 EVERGREEN TREES, 10 SHRUBS.
REQUIRED = 536 LINEAR FEET = 6 CANOPY TREES, 11 UNDERSTORY TREES, 11 EVERGREEN TREES, 54 SHRUBS.
PROVIDED = 18 EXISTING TREES TO REMAIN ALL OVER 6" CAL., 54 SHRUBS.

INTERIOR LANDSCAPE
5% OF PARKING/VEHICULAR USE AREA REQUIRED TO BE LANDSCAPED AREA.
PER EACH 30 PARKING SPACES OR 12,000 SF PARKING/VEHICULAR USE AREA
2 UNDERSTORY TREES (OR 1 CANOPY TREE) ARE REQUIRED

PARKING/VEHICULAR AREA CONTAINS 62,583.38 SF AND 173 PARKING SPACES
5% REQUIRED = 3,129.17 SF, AND 6 CANOPY TREES (OR 12 UNDERSTORY TREES)
PROVIDED = 3,130 SF AND 6 CANOPY TREES.

PERIMETER LANDSCAPE
PARKING LOT WITHIN 50' OF RIGHT–OF–WAY
10 SF GREEN AREA PER 1 LF OF PARKING LOT FRONTAGE ALONG ROAD
PER EACH 100 LINEAR FEET – 1 CANOPY TREE, 1 UNDERSTORY TREE, 4 SHRUBS.
REQUIRED = 108 LINEAR FEET OF PARKING LOT FRONTAGE = 2 CANOPY TREES, 2 UNDERSTORY TREES, 2 EVERGREEN OR ORNAMENTAL TREES, 5 SHRUBS
PROVIDED = 2 CANOPY TREES, 2 UNDERSTORY TREES, 2 EVERGREEN OR ORNAMENTAL TREES, 6 SHRUBS

APARTMENT DEVELOPMENT TREE PRESERVATION
FOR TREE AREA REMOVED, A MAXIMUM OF 7 TREES (2" CALIPER) PER ACRE IS REQUIRED FOR REFORESTATION.
± 2 ACRES OF TREE CLEARING IS EXPECTED, THEREFORE 14 TREES WILL BE REQUIRED TO BE PLANTED.
PROVIDED = 14+ TREES

PLANT LIST

Qty	Abbrev.	Scientific Name	Common Name	Size	Notes
Canopy Trees					
XX	TH	Gleditsia triacanthos v. inermis 'SKYLINE'	Thornless Honeylocust	1.5" Caliper	Canopy
XX	BG	Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	1.5" Caliper	Canopy
XX	TT	Lirodendron tulipifera	Tulip Tree	1.5" Caliper	Canopy
XX	SO	Quercus coccinea	Scarlet Oak	1.5" Caliper	Canopy
XX	WO	Quercus nigra	Water Oak	1.5" Caliper	Canopy
XX	PE	Ulmus americana 'Princeton'	Princeton Elm	1.5" Caliper	Canopy
XX	YW	Cladrastis kentukea	Yellow wood	1.5" Caliper	Canopy
Understory Trees					
XX	RB	Cercis canadensis 'Forest Pansy'	Forest Pansy Redbud	1" Caliper	Understory
XX	EH	Ostrya virginiana	Eastern Hophornbeam/Ironwood	1" Caliper	Understory
XX	SB	Amelachier arborea	Serviceberry	1" Caliper	Understory
XX	FT	Chionanthus virginicus	White Fringe Tree	1" Caliper	Understory
Shrubs/Perennials					
xx	IH	Illex glabra	Inkberry Holly	5 Gallon	18" min. installed height after pruning (immediately following installation)
xx	WH	Illex verticilliata	Winterberry Holly	5 Gallon	18" min. installed height after pruning (immediately following installation)
xx	NB	Physicarpus opulifolius	Ninebark	5 Gallon	18" min. installed height after pruning (immediately following installation)
xx	FS	Rhus aromatica	Fragrant Sumac	5 Gallon	18" min. installed height after pruning (immediately following installation)
xx	VS	Itea virginica	Virginia Sweetspire	5 Gallon	18" min. installed height after pruning (immediately following installation)

LANDSCAPE LEGEND

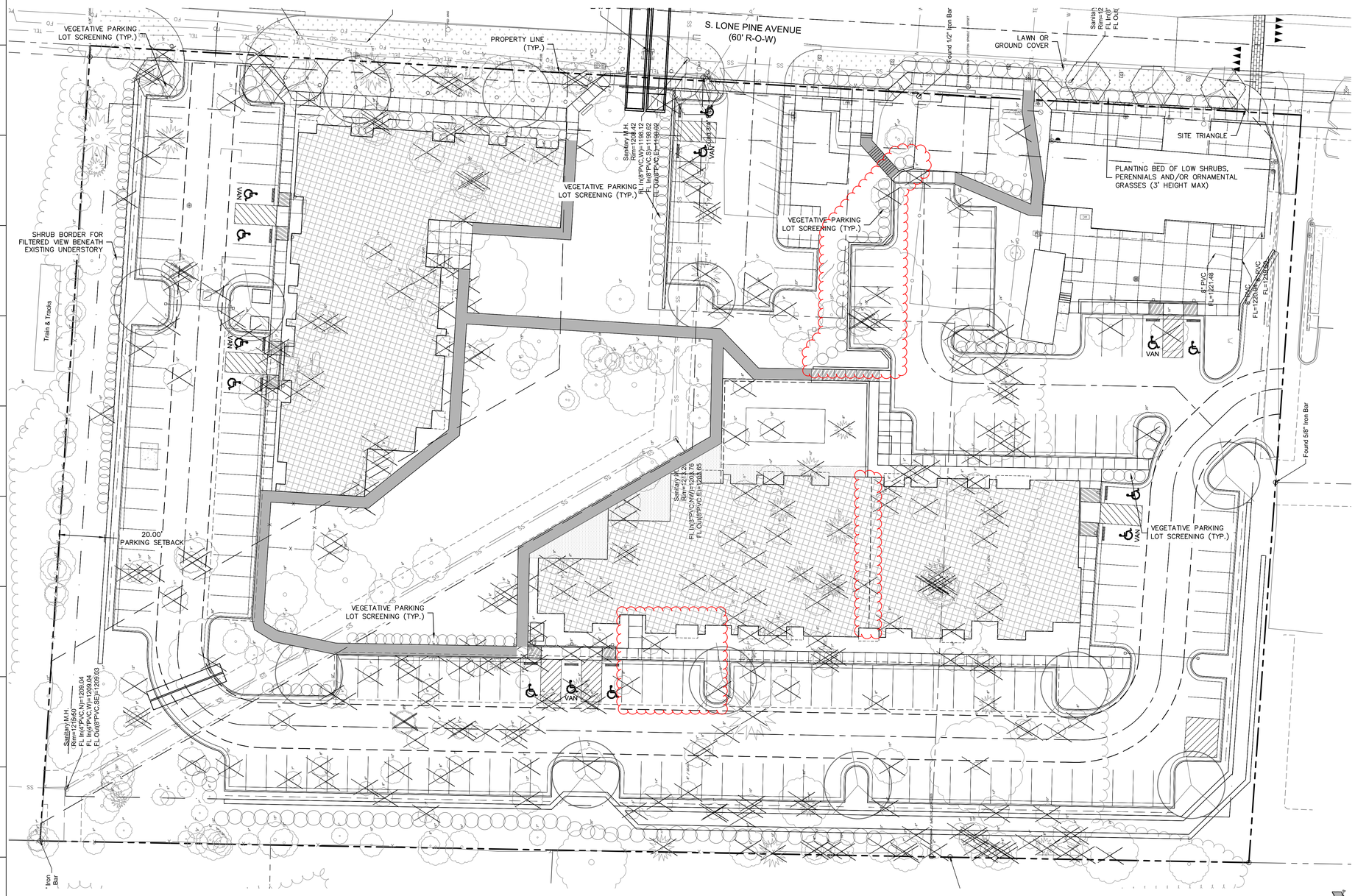
EXISTING TREES TO BE REMOVED. ALL OTHER EXISTING TREES TO BE PRESERVED. (SEE EXISTING TREE REMOVAL TABLE FOR SIZE AND QUANTITY OF REMOVED TREES)

NEW UNDERSTORY TREE

NEW CANOPY/STREET TREE

SHRUB

AREA RESERVED FOR PLANTING BED



Existing Tree Removal Table

Size	Number Removed
6"	46
7"	32
8"	31
9"	32
10"	34
11"	9
12"	31
13"	19
14"	5
15"	12
16"	10
17"	4
18"	4
20"	5
21"	1
22"	4
24"	4
28"	1
30"	2
38"	1
40"	1
42"	1
52"	1
389 EXISTING TREES ONSITE	
287 EXISTING TREES REMOVED	
102 EXISTING TREES TO REMAIN	

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM

CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 08.28.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL

STATE OF MISSOURI
JANE K. DONEY EARNHART
NUMBER LA-00013
LANDSCAPE ARCHITECT
JANE K. DONEY EARNHART
LANDSCAPE ARCHITECT
MO# LA–00013

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY LANDSCAPE PLAN

SHEET
C3.0

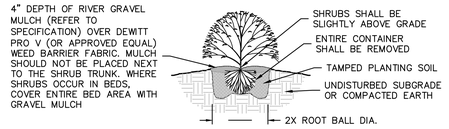
MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806 TEL 417.890.8802 www.olsson.com
Olsson #020-0425

DWG: F:\2020\0001-0500\020-0425\MS-Design\AutoCAD\Preliminary Plans\Sheets\ONCV\C_LSC01_0200425.dwg USER: rjungbauer
DATE: Aug 27, 2020 5:44pm C_PPATT_0200425 C_PPLSE_0200425
XREFS: C_PTBL_0200425 H2BSGN V_ISHD_0200425 V_17090_0200425

SODDING NOTES:

1. ALL DISTURBED AREAS SHALL BE SODDED WITH TURF–TYPE TALL FESCUE SOD (WITH A MINIMUM OF 3 CULTIVARS).
2. ALL AREAS DESIGNATED TO RECEIVE TEMPORARY SEED SHALL REFER TO EROSION CONTROL PLAN.
3. ALL LAWN AREAS SHALL RECEIVE A MINIMUM 6–INCH DEPTH OF TOPSOIL COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
4. THE ENTIRE SURFACE TO BE SODDED SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS, OR OTHER DEBRIS.
5. SOD SHALL BE MACHINE STRIPPED AT A UNIFORM SOIL THICKNESS OF APPROXIMATELY ONE INCH (PLUS OR MINUS 1/4–INCH). THE MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH, AND SHALL BE DETERMINED AT THE TIME OF CUTTING IN THE FIELD. PRECAUTIONS SHALL BE TAKEN TO PREVENT DRYING AND HEATING. SOD DAMAGED BY HEAT AND DRY CONDITIONS, AND SOD CUT MORE THAN 18 HOURS BEFORE BEING INCORPORATED INTO THE WORK SHALL NOT BE USED.
6. HANDLING OF SOD SHALL BE DONE IN A MANNER THAT WILL PREVENT TEARING, BREAKING, DRYING AND OTHER DAMAGE. PROTECT EXPOSED ROOTS FROM DEHYDRATION. DO NOT DELIVER MORE SOD THAN CAN BE LAID WITHIN 24 HOURS.
7. MOISTEN PREPARED SURFACE IMMEDIATELY PRIOR TO LAYING SOD. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE INSTALLING SOD. FERTILIZE, HARROW OR RAKE FERTILIZER IN THE TOP 1–1/2–INCHES OF TOPSOIL, AT A UNIFORM RATE OF ONE POUND OF NITROGEN PER 1000 S.F.
8. SOD SHALL BE CAREFULLY PLACED IN THE DIRECTION PARALLEL WITH THE SLOPE OF THE AREA TO BE SODDED. SOD STRIPS SHALL BE BUTTED TOGETHER BUT NOT OVERLAPPED WITH THE SEAMS STAGGERED ON EACH ROW.
9. FERTILIZER SHALL BE 20–10–5 COMMERCIAL FERTILIZER OF THE GRADE, TYPE, AND FORM SPECIFIED AND SHALL COMPLY WITH THE RULES OF THE STATE OF MISSOURI DEPT. OF AGRICULTURE. FERTILIZER SHALL BE IDENTIFIED ACCORDING TO THE PERCENT N, P, K, IN THAT ORDER.
10. ALL SOD ON SLOPES GREATER THAN 5:1 AND WITHIN DETENTION AREAS SHALL BE STAKED.
11. SATURATE SOD WITH FINE WATER SPRAY WITHIN TWO HOURS OF PLANTING. DURING FIRST WEEK AFTER PLANTING, WATER DAILY OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN MOIST SOIL TO A MINIMUM DEPTH OF FOUR INCHES BELOW SOD.
12. CONTRACTOR SHALL PROVIDE FULL MAINTENANCE FOR SODDED TURF GRASS FOR A PERIOD OF 30 DAYS AFTER THE DATE OF FINAL ACCEPTANCE. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, WELL–ROOTED, EVEN–COLORED, VIABLE TURF MUST BE ESTABLISHED. THE TURF GRASS SHALL BE FREE OF WEEDS, OPEN JOINTS, BARE AREAS, AND SURFACE IRREGULARITIES.

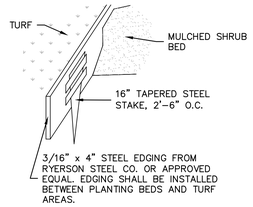


SHRUB PLANTING DETAIL
NOT TO SCALE

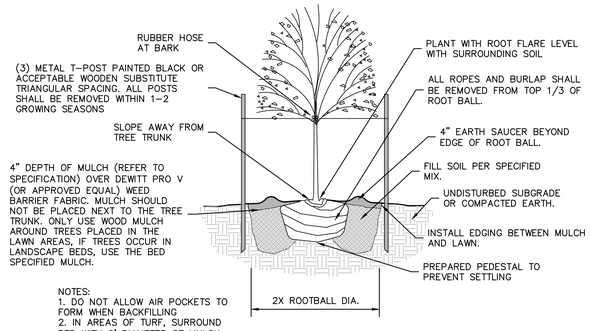
NOTES:
1. MINIMUM ROOT SPREAD TO BE IN ACCORDANCE WITH AAN STANDARDS
2. PRUNE DAMAGED LIMBS OR ROOTS AFTER INSTALLATION
3. MAKE SURE ROOTS DO NOT DRY OUT DURING INSTALLATION
4. SOAK GENEROUSLY TO COMPACT AND SETTLE

PLANTING NOTES:

1. ALL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES.
2. LOCATE AND FLAG ALL UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL PROTECT EXISTING OVERHEAD AND UNDERGROUND UTILITIES. ANY DAMAGE TO SUCH SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
3. PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE CITY AND LOCAL GOVERNING BODIES. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN.
4. PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ALL CHANGES OR SUBSTITUTIONS MUST BE APPROVED BY THE CITY OF SPRINGFIELD, MISSOURI AND THE LANDSCAPE ARCHITECT.
5. ALL PLANT MATERIAL SHALL BE NURSERY GROWN TO MEET MINIMUM SIZE AS SPECIFIED IN THE AMERICAN STANDARD FOR NURSERY STOCK ESTABLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION (ANLA). THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
6. ALL TREES SHALL BE CALIPERED AND ANY UNDERSIZED TREES SHALL BE REJECTED. SPECIFIED CALIPER MEASUREMENT FOR TREES SHALL BE MEASURED AT 6" ABOVE THE GRADE.
7. PLANTING OF TREES, SHRUBS, SODDED AND SEEDED TURFGRASS SHALL BE COMMENCED DURING EITHER THE SPRING (MARCH 1–JUNE 1) OR FALL (SEPTEMBER 1 – NOVEMBER 1) PLANTING SEASON AND WITH WATER AVAILABLE FOR IRRIGATION PURPOSES.
8. CONTRACTOR SHALL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL HAVE THE LANDSCAPE ARCHITECT APPROVE ALL STAKING PRIOR TO INSTALLATION. FIELD ADJUSTMENTS MAY BE NECESSARY BASED UPON FIELD CONDITIONS (I.E. ROOT BALL AND DROP INLET CONFLICT). ALL ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
9. THE LANDSCAPE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
10. A PRE–EMERGENT HERBICIDE SHALL BE APPLIED TO ALL SHRUB BEDS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
11. BACKFILL ALL PLANTING BEDS TO A MINIMUM 12–INCH DEPTH WITH PLANTING SOIL MIX. PLANTING SOIL MIX SHALL CONSIST OF ONE (1) PART PERLITE, ONE (1) PART PEAT MOSS, AND TWO (2) PARTS CLEAN LOAM TOPSOIL. THOROUGHLY MIX PLANTING SOIL COMPONENTS PRIOR TO PLACEMENT.
12. ALL LANDSCAPE PLANTING AREAS, EXCLUDING TURF AREAS SHALL BE MULCHED AS NOTED ON PLANS.
13. ALL LANDSCAPE AREAS DESIGNATED TO RECEIVE ROCK MULCH SHALL BE MULCHED TO A DEPTH OF 4" WITH ROCK MULCH PER SPECIFICATIONS.
14. STEEL LANDSCAPE EDGING IS TO BE USED ON ALL LANDSCAPE BEDS ABUTTING SODDED AREAS AND TO SEPARATE ROCK MULCH AREAS FROM HARDWOOD MULCH AREAS.
15. LANDSCAPE CONTRACTOR IS TO BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL THE ACCEPTANCE OF THE PROJECT HAS TAKEN PLACE. ANY MATERIAL WHICH DIES, OR DEFOLIATES (PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND REPLACED.
16. THE CONTRACTOR WILL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. CONTRACTOR WILL MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).



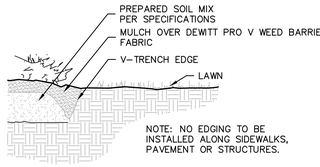
STEEL EDGING DETAIL
NOT TO SCALE
(TO BE USED BETWEEN SHRUB BEDS AND LAWN AREAS)



NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
2. IN AREAS OF TURF, SURROUND BED WITH 6' DIAMETER OF MULCH

DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION



"V" TRENCH EDGING DETAIL
TO BE USED AROUND TREES PLACED IN LAWN AREAS
NOT TO SCALE

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806 TEL 417.890.8802 www.olsson.com
Olsson #020-0425

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM
CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 07.06.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL

STATE OF MISSOURI
JANE K. DONEY EARNHART
NUMBER LA-00013
07-06-2020
LANDSCAPE ARCHITECT

JANE K. DONEY EARNHART
LANDSCAPE ARCHITECT
MO# LA–00013

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

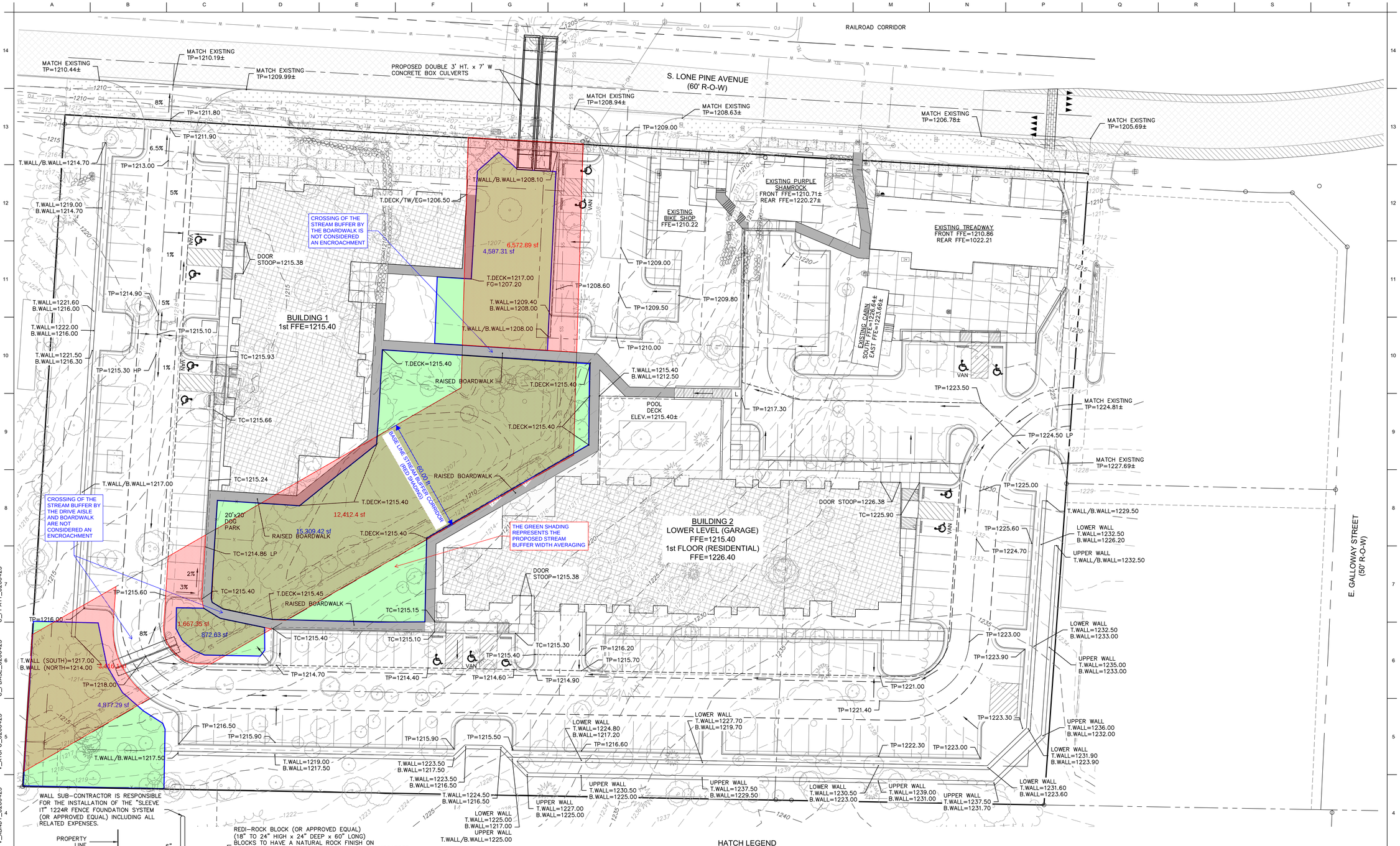
PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

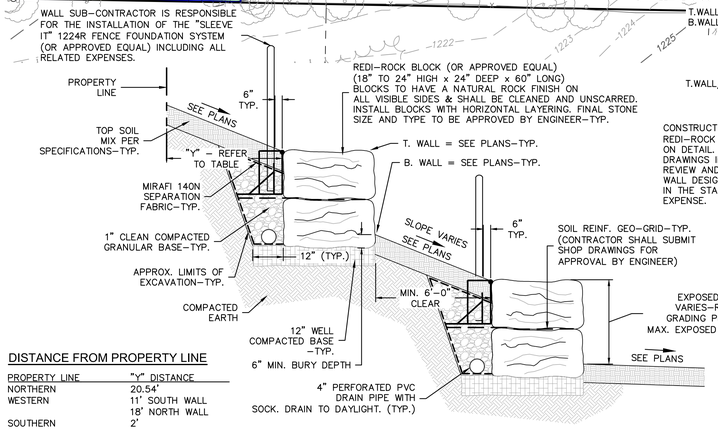
NOTES AND CALCULATIONS

SHEET
C3.1

DWG: F:\2020\0001-0500\020-0425\MS-Design\AutoCAD\Preliminary Plans\Sheets\XHOR\C_LSC01_0200425.dwg USER: rjunghauser
DATE: Jul 16, 2020 12:06pm XREFS: C_PBLK_0200425.dwg C_PPATT_0200425 C_PBASE_0200425 V_XTOP_0200425 V_MIN_0200425



WALL SUB-CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE "SLEEVE IT" 1224R FENCE FOUNDATION SYSTEM (OR APPROVED EQUAL) INCLUDING ALL RELATED EXPENSES.



CONSTRUCT MODULAR BLOCK RETAINING WALL UTILIZING REDI-ROCK BLOCK (OR APPROVED EQUAL) AS NOTED ON DETAIL. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INCLUDING BLOCK SIZE AND COLOR FOR REVIEW AND APPROVAL PRIOR TO ACQUIRING MATERIAL. WALL DESIGN TO BE PROVIDED BY ENGINEER LICENSED IN THE STATE OF MISSOURI, AT THE CONTRACTOR'S EXPENSE.

TYPICAL NATURAL STONE RETAINING WALL DETAIL
NOT TO SCALE

DISTANCE FROM PROPERTY LINE

PROPERTY LINE	"Y" DISTANCE
NORTHERN	20.54'
WESTERN	11' SOUTH WALL 18' NORTH WALL
SOUTHERN	2'

HATCH LEGEND

- AREAS PROPOSED FOR BOARDWALK IN LIEU OF CONCRETE SIDEWALK
- PROPOSED PUBLIC SIDEWALK ALIGNMENT
- STREAM BUFFER AREA (EXCEPT FOR ALLOWABLE DRIVE AND BOARDWALK ENCROACHMENTS) APPROX. 24,067 SF (INCLUDES 3,416 +1,667 +12,412 +6,572)
- STREAM BUFFER AVERAGING PROPOSED - APPROX. 25,645 SF (INCLUDES 4,877 +872 +15,309 +4,587)

THE FINAL VERSION OF THE BUFFER AVERAGING WILL BE ACCURATELY CALCULATED (AND EASEMENTS PROVIDED) DURING THE DEVELOPMENT OF THE CONSTRUCTION DOCUMENTS.

LEGEND

1280	EXISTING CONTOUR
1280	PROPOSED CONTOUR
TP=1280.00	TOP OF PAVEMENT
TC=1280.00	TOP OF CURB
TW=1280.00	TOP OF SIDEWALK
GR=1280.00	FINISHED GROUND
TI=1280.00	TOP OF INLET
TB=1280.00	TOP OF DRAIN BASIN
FL=1280.00	FLOW LINE
GB=1280.00	GRADE BREAK
TCP=1280.00	TOP OF CONCRETE PAD
B.WALL=1280.00	BOTTOM OF WALL
T.WALL=1280.00	TOP OF WALL
T.DECK=1280.00	TOP OF BOARDWALK
	SPILL CURB
	ON-SITE STD. CURB
	FLOW DIRECTION
	FLOW LINE
	RIDGE LINE

ELECTRONIC MEDIA NOTE

COMPUTER AIDED DESIGN (CAD) FILES WILL BE PROVIDED TO THE CONTRACTOR UPON REQUEST. IN THE EVENT OF A CONFLICT BETWEEN CAD FILES AND HARD COPIES, THE PRINTED HARD COPY DRAWINGS ISSUED FOR THE PROJECT SHALL TAKE PRECEDENCE OVER THE CAD FILES.

N

0' 10' 20' 40'
SCALE IN FEET

BENCHMARKS:

BENCHMARK #1:
NORTHING=479704.7060
EASTING=1425046.9540
SQUARE CUT IN HEADWALL
ELEVATION=1208.38

BENCH MARK #2
USGS MONUMENT #D64
NORTHING=477,570.83
EASTING=1,424,925.26
ELEVATION=1185.74

1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com
Olsson #020-0425

hdesigngroup
architecture + design
5039 S National Avenue | Springfield, MO 65810 | 417.887.6595

OWNER
ELEVATIONS DEVELOPMENT CO.

PROJECT TEAM
CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 07.06.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL

© 2019 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY GRADING PLAN

SHEET
C2.0

DWG: F:\2020\0001-0500\020-0425\MS-Design\AutoCAD\Preliminary Plans\Sheets\GNSW\C_GR001_0200425.dwg
DATE: Jun 18, 2020 3:46pm
USER: jlangsaue
XREFS: C_PBASE_0200425 C_TOPO_0200425 C_BND_0200425 C_PPATT_0200425



MULTI-FAMILY DEV. MATRIX

5.4 LAND USE ACCESSIBILITY	1 POINT
5.5 CONNECTIVITY ANALYSIS	1 POINT
5.6 ROAD NETWORK EVALUATION	1 POINT
5.7 DESIGN GUIDELINES	6 POINTS
A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY	
1. PEDESTRIAN AMENITIES	PROVIDED
2. BUILDING SCALE & ARTICULATION	PROVIDED
3. BUILDING ORIENTATION & INT. LANDSCAPING	PROVIDED
4. AVOIDANCE OF BLANK WALLS	PROVIDED
B. PROVIDE A GOOD CIRCULATION SYSTEM	
1. INTERNAL CONNECTIVITY	PROVIDED
C. RESPECT THE NATRUAL ENVIROMENT	
1. USEABLE RECREATIONAL AREA/FACILITY	PROVIDED
2. AMENITIES	PROVIDED
3. PRESERVATION OF TREES	PROVIDED
OTHER OPPORTUNITIES OR CONSTRAINTS	
1. HOW MUCH HIGHER DENSITY EXISTS OR IS PLANNED/APPROVED FOR AREA?	1 POINT
2. DOES PROPOSAL SUPPORT REDEVELOPMENT/REVITALIZATION GOALS?	1 POINT
9. ARE THERE PHYSICAL OR OTHER NATURAL BARRIERS WITHIN 1/2 MILE OF THE SITE?	1 POINT
TOTAL OF POINTS	12 POINTS

- 12 POINTS THROUGH BASE CALCULATIONS ALLOWS 24 UNITS PER ACRE.

BONUS DENSITY (DWELLING UNITS/ACRE INCREASES)

- MEETS CRITERIA FOR MIXED-USE DEVELOPMENT +3 DU/A

BASE CALCULATION (24 DU/A) + BONUS DENSITY (3 DU/A) EQUALS TOTAL 27 DWELLING UNITS PER ACRE.

4.16 ACRES AT 27 UNITS PER ACRE EQUALS 112 UNITS. DEVELOPMENT PLAN PROPOSES 100 UNITS.

GENERAL CODE INFO.

GOVERNING CODES

BUILDING CODE	2018 IBC
MECHANICAL CODE	2018 IMC
PLUMBING CODE	2018 IPC
ELECTRICAL CODE	2017 NEC
ENERGY CODE	2018 IECC
ACCESSIBILITY CODE	2009 ICC/ANSI A117.1

CODE DATA

PRIMARY USE GROUPS	B, BUSINESS R-2, RESIDENTIAL
ACCESSORY USE GROUPS	S-2, STORAGE
CONSTRUCTION TYPE	5A

BUILDING 1 (NORTH)

TOTAL AREA 1ST FLOOR	11,797 S.F.
TOTAL AREA 2ND FLOOR	11,797 S.F.
TOTAL AREA 3RD FLOOR	7,541 S.F.
TOTAL AREA 4TH FLOOR	7,541 S.F.

BUILDING 2 (WEST)

TOTAL AREA GROUND FLOOR	8,024 S.F.
TOTAL AREA 1-3 FLOORS	14,226 S.F. EA.
TOTAL AREA 4TH FLOOR	6,202 S.F.

FIRE PROTECTION

SPRINKLER	
BUILDING 1 (NORTH)	S13R
BUILDING 2(WEST)	S13R
FIRE ALARMS	YES
EMERGENCY LIGHTING	YES

GENERAL BUILDING HEIGHT + AREA

ALLOWABLE AREA (TABLE 506.2)	PER STORY
TYPE CONSTRUCTION	5A
OCCUPANCY	R-2
SPRINKLER	S13R
ALLOWABLE AREA	12,000 SF
FRONTAGE INCREASE (12,000 X 0.75)	9,000 SF
TOTAL ALLOWABLE AREA	**21,000 SF**
ALLOWABLE HEIGHT (TABLE 504.3)	**60 FEET**
ALLOWABLE STORIES ABOVE GRADE(TABLE 504.4)	**4**

4A
A101
OVERALL PLAN
scale: 1" = 20'-0"

N

KEYNOTE - LEGEND	
Character	Note Text
A1	MULTI-FAMILY BUILDING 1
A2	MULTI-FAMILY BUILDING 2
A3	EXISTING BUILDING, 3521 S. LONE PINE AVE.
A4	EXISTING BUILDING, 3527, S. LONE PINE AVE.
A5	EXISTING BUILDING, 3535, S. LONE PINE AVE.
A6	EXISTING BUILDING, 3535, S. LONE PINE AVE.
A7	COVERED PARKING STRUCTURE
A8	PATIO
A9	POOL
A10	ENTRY STAIRWELL
A11	ELEVATOR
A13	MAIN ENTRY
A14	LOBBY, AMENITIES & LEASING OFFICE
A15	PATIO SPACE
A16	FITNESS CENTER/AMENITIES
A17	PRIVACY GATE
A18	PROPOSED MONUMENT SIGN LOCATION

RECREATIONAL SPACE CALCULATION

TOTAL SITE AREA - 4.16 ACRE = 180,995 SF

RECREATION SPACE W/ <10% GRADE - 13,164 SF (7%)

RECREATION SPACE W/ >10% GRADE - 19,912 SF (11%)

TOTAL RECREATION SPACE - 33,076 SF (18%)

GARAGE LEVEL REMOVED

hdesigngroup
architecture + design
5039 S National Avenue I Springfield, MO 65810 I 417.887.6595

OWNER
ELEVATION DEVELOPMENT CO.

PROJECT TEAM

CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 18-018 DRAWN BY: BGB
DATE: 08.28.2020 REVIEWED BY: BMS

PROFESSIONAL SEAL

STATE OF MISSOURI
BRENT M. STEVENS
NUMBER
MO A-2000151419
REGISTERED ARCHITECT

© 2020 H DESIGN GROUP, LLC
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING, AS WELL AS, ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535,3527,3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

EXHIBIT 9 - RECREATIONAL SPACE

SHEET
A101

Elevation Development Co.
Lone Pine & Galloway
Site and Landscape Design Narrative

SITE DESIGN ASSUMPTIONS

Setback: Lone Pine is a Collector, which typically has a 60' r/w width. Measuring from the centerline, 30' + 25' = 55' setback from centerline

Stream Buffer: Jane Earnhart had a discussion with Julie Hawkins on 3/6/2020. Since the "stream" area has already been disturbed by the former installation of the public sanitary sewer main as well as the dam to create the pond, and no well-defined stream channel exists, the buffer was established by drawing a line parallel to and 7.5' south/west of the existing sanitary sewer line, and then offsetting this line 60' to the north/east. This creates a baseline area for a 60' stream buffer.

Pond Outlet: The existing pond overtops near the southeast portion of the pond but does not have a well-defined route toward the existing culvert under Lone Pine. We are proposing to slightly re-route this overflow. Once it is east the existing trees, we have shown it to be realigned as a swale toward the culvert. Following regrading of this area, we will install new trees that are tolerant of both wet and dry conditions. To better understand the existing outfall, walking the site is helpful.

Building FFE's:
Based on our initial calculations, the 100-yr WSE at the pond is 1213.4, and at the existing upstream end of the Lone Pine culvert the 100-yr WSE is 1211.2. The lowest FFE for Building 1 is 1217.0. The lowest FFE for Building 2 (garage level) is 1215.4 to achieve a 2' freeboard above the pond 100-yr WSE.

SITE DESIGN NARRATIVE

Public Street and Sidewalk:

Street – Earl Newman has had a great deal of coordination with Derrick Estell regarding the traffic analysis and roadway improvements. We have depicted the coordinated widening on the southern end of the site. The existing 24' wide street will widen to 34' over a 50 linear foot taper. The west side of Lone Pine Avenue will widen 6' and the east side will widen 4'. This has been coordinated to ensure the improvement is clear of the railroad corridor. No curb and gutter is required. It is our understanding that the Galloway Street Improvements and round-about will be constructed following this widening.

Sidewalk - To preserve as many trees as feasible along Lone Pine Avenue, we have shifted the alignment of the public sidewalk onto private property within the northern portion of the site. Not only will this preserve the trees, those walking on the sidewalk will feel safer further from the Lone Pine (especially when the quarry trucks are on the street). We acknowledge this is non-standard, and that it will require a sidewalk easement to be given by the developer to the City.

Stream Buffer - Encroachments and Mitigation:

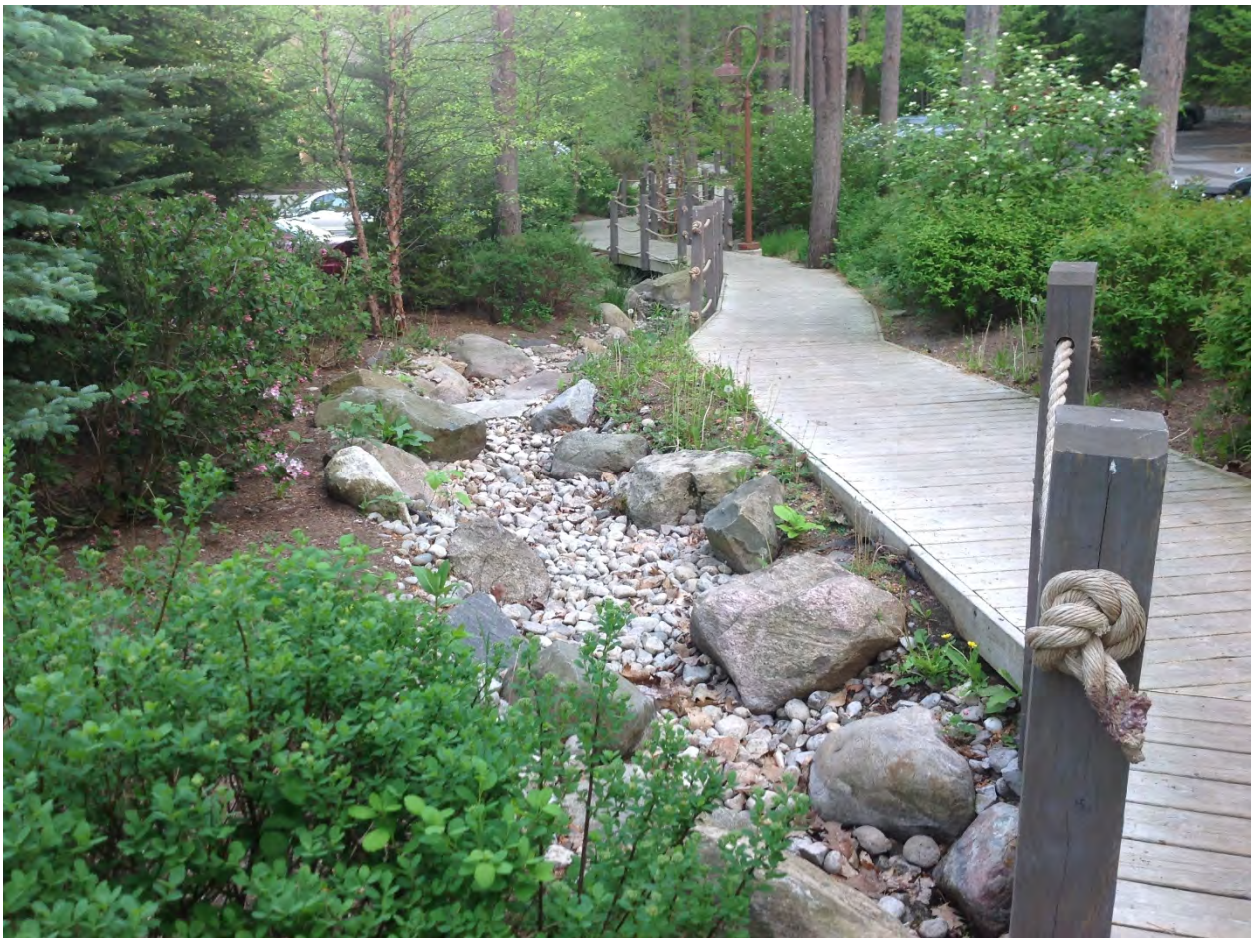
Please see the Stream Buffer Exhibit that illustrates the baseline 60' wide stream buffer in red, and the proposed buffer/mitigation area in green. The green area is intended to offset the square feet of site development encroachments (excluding the crossings of the buffer by the drive aisle, boardwalk and sidewalk). We also calculated the needed replacement trees on the planting plan. This quantity is subject to change as detailed engineering is finalized.

Retaining Walls:

Retaining walls are needed along the northern, western and southern boundaries for grading. We have followed the Galloway Guidelines for the height of and spacing between the walls (8’ ht. max., and 6’ between walls min.). A typical wall section is included on the grading plan to illustrate the intent of the height, spacing, material, etc.

Grading:

The engineering, landscape, and architectural staff have worked closely together for months to develop a layout that considers the storm water, stream buffer, trees on adjacent properties, Galloway Guideline, and proposed elements within the site. To minimize both land disturbance and retaining walls we have proposed raised decks/boardwalks within the central portion of the site in lieu of typical concrete sidewalk. Below are images of boardwalk examples. Our boardwalk T.Deck (top walking surface of deck) and B.Deck (finish grade below the deck) call-outs reflect this on the submittal.





Tree Removal & Tree Protection:

The site layout was developed to protect the neighboring trees as well as the trees within the steam buffer. We have depicted a proposed a non-standard public sidewalk location to protect trees along Lone Pine. The sidewalk will jog from public property to private property to work with the existing terrain and tree locations.

Many of the mitigation trees will be planted east of the existing pond (in the area that is currently open)

Landscape:
The final locations of all new plantings will evolve during the course of final design, and will be a part of the Final Development Plan. The planting plan calculations are as follows:

Buffer yards

- North - no buffer yard requirement abutting PD 264
- East – no buffer yard requirement abutting public street r/w and public railroad r/w
- South – no buffer yard requirement abutting General Retail (GR)
- West – Abutting R-SF – Bufferyard C Required Plantings per 100 Linear Feet
  - 1 Canopy Trees
  - 2 Understory Trees
  - 2 Evergreen Trees
  - 10 Shrubs

Required = 536 linear feet = 6 canopy trees, 11 understory trees, 11 evergreen trees, 54 shrubs

Parking Lot Perimeter Green

- Along Lone Pine Avenue, per 100 linear feet:
  - 1 canopy tree
  - 1 understory tree
  - 1 evergreen or ornamental tree
  - 4 shrubs

Required = 108 linear feet of parking lot frontage = 2 canopy trees, 2 understory trees, 2 evergreen or ornamental trees, 5 shrubs

Parking Lot Interior Green

- 5% of Vehicular surface area
  Vehicular Area = 61,359 SF
  Required 5% Interior Green = 3,068 SF, and 12 Canopy Trees

Parking Lot Headlight Screening

- Parking abutting residential use shall have screening of not less than 4' height.
- Screening may be a solid wall, solid wood fence, berm and/or evergreen hedge.

The proposed development will be lower in elevation than the neighboring properties, therefore the retaining wall will function as the headlight screening.

Apartment Development Tree Preservation

For tree area removed, a maximum of 7 trees (2" caliper) per acre is required for reforestation. Approximately 2+/- acres of tree clearing is expected, therefore 14+/- trees will be required to be planted.

PD Open Space Requirements

20% Open Space Require: Total site area 183,682 SF x 20% = 36,736 SF Required
Landscape Required per 500 SF of Required Open Space: 1 canopy tree and 6 shrubs
Required = 74 canopy trees and 441 shrubs

We are proposing to use as many native (or climate tolerant) species as possible. Below is a partial listing of our proposed plant species. This list will evolve over the course of final design, and the finalized version will be a part of the Final Development Plan.

Canopy Trees:

Gleditsia triacanthos var. 'inermis ' Skyline' - Skyline Thornless Honeylocust
Nyssa sylvatica 'Wildfire' – Wildfire Black Gum
Lirodendron tulipifera – Tulip tree
Quercus coccinea – Scarlet Oak
Quercus nigra – Water Oak
Ulmus Americana 'Princeton' – Princeton Elm
Cladrastis kentukea – Yellowwood

Understory trees:

Cercis canadensis 'Forest Pansy' – Redbud
Ostrya virginiana – Eastern Hophornbeam/ Ironwood
Amelachier arborea – Serviceberry
Chionanthus virginicus - Fringe Tree

Shrubs:

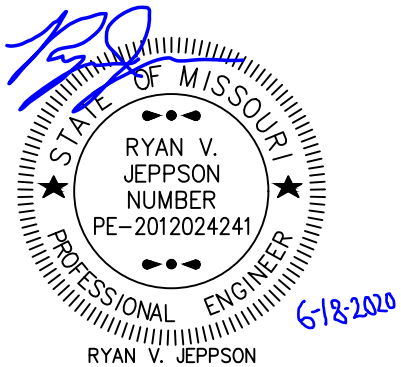
Illex glabra – Inkberry Holly
Illex verticilliata – Winterberry
Physicarpus opulifolius – Ninebark
Rhus aromatica – Fragrant sumac
Itea virginica – Virginia Sweetspire

PLANNED DEVELOPMENT
ENGINEER'S REPORT
FOR
ELEVATION DEVELOPMENT CO.
LONE PINE AND GALLOWAY
SPRINGFIELD, MISSOURI

Prepared for:

ELEVATION DEVELOPMENT CO.
641 S. Pickwick Avenue
SPRINGFIELD, MISSOURI 65802
PHONE: 417-576-4124

June 18, 2020



RYAN V. JEPPSON
PROFESSIONAL ENGINEER
MO# PE-2012024241

Prepared By: Brett Mahan
Reviewed By: Ryan Jeppson, P.E.
Olsson, Inc.
550 St. Louis St.
Springfield, MO 65806
Missouri Engineering Certificate of Authority #001592

TABLE OF CONTENTS

INTRODUCTION:.....1
WATER SUPPLY SOURCE AND PROPOSED DISTRIBUTION: 1
SANITARY SEWER: 1
STORMWATER RUNOFF: 1
STORM WATER QUALITY TREATMENT: 2
PUBLIC STREET IMPROVEMENTS.....5

LIST OF TABLES

TABLE 1. CULVERT PEAK FLOW RATES……1

LIST OF FIGURES

FIGURE 1 – OFFSITE DRAINAGE AREA EXHIBIT…….6
FIGURE 2 – ONSITE POST DEVELOPMENT DRAINAGE EXHIBIT……7
FIGURE 3 – CITY OF SPRINGFIELD STREAM BUFFER EXHIBIT……....8
FIGURE 4 – CITY OF SPRINGFIELD SANITARY SEWER EXHIBIT……9

LIST OF APPENDICES

APPENDIX A – STORMWATER CALCULATIONS

INTRODUCTION:

The Developer is seeking to rezone four parcels of land located on the west side of Lone Pine Avenue just north of East Galloway Street. The subject properties are currently zoned R-SF, LB and GR and are proposed to be rezoned to a planned development that will support a mixed use. The lots will be conveyed under one owner, and a lot combination will be required pending the approval of the planned development. The following report discusses how design considerations for water, sanitary sewer, stormwater, and street improvements will be addressed

WATER SUPPLY SOURCE AND PROPOSED DISTRIBUTION:

The properties are currently serviced by a City Utilities water main located on the east side of Lone Pine Avenue. Water will be distributed onsite through separate domestic water and fire water lines. Both systems will be equipped with the required backflow devices and valves as required by the City of Springfield Building Department. The fire water distribution will be sized to accommodate the water demand needed for fire suppression as required by the City of Springfield Fire Department. There are no known water demand issues in the area.

SANITARY SEWER:

The project will discharge sanitary sewer to the City of Springfield sanitary sewer main located in an easement that crosses through the property. There are no known sewer capacity issues at this location.

STORMWATER RUNOFF:

Stormwater from approximately 80-acres drains to the northwest corner of the property. It then travels southeast to an existing pond located in the center of the northern most parcel. When the pond reaches capacity, it overtops to the east and flows to the existing 3'x4' box culvert that crosses beneath Lone Pine Avenue and discharges to the Galloway Creek floodplain. See Figure 1 for the offsite drainage area exhibit.

Development will be limited in the existing stream buffer located within the project boundary. Stormwater entering the site from the northwest will be intercepted by two 48" polypropylene culverts that will discharge to the existing pond. The existing 3'x4' box culvert will be replaced by two (2) 3'x7' RCB culverts that will convey stormwater more efficiently beneath Lone Pine Avenue to the east. Due to the project's proximity to the Galloway Creek floodplain, additional stormwater detention will not be provided. This will allow stormwater runoff from the site to move downstream before Galloway Creek reaches peak flow rates in the vicinity. Stormwater calculations for the 100-year storm event are provided in Appendix A. See Figure 2 for post development drainage area exhibit.

TABLE 1. CULVERT PEAK FLOW RATES

	100-YR (CFS)	25-YR (CFS)
NORTHWEST CULVERT	188	121
LONE PINE AVE CULVERT	206	133

STORM WATER QUALITY TREATMENT:

Underground stormwater chambers, along with the preservation of the existing stream buffer will be used to treat stormwater runoff from the new development. Stormwater runoff will be collected by three separate underground stormwater chambers that will filter trash and debris prior to discharging into the stream buffer. The water quality treatment volume calculations for each drainage area is provide on the following pages. See Figure 2 for drainage area boundaries and underground water quality chamber locations.

Water Quality Volume Calculation Worksheet
Short Cut Method (Claytor and Schueler, 1996)
Date: 04/16/2020

Project Name: GALLOWAY & LONE PINE DA 10
Description: Water Quality Volume

$$WQV\ (ft^3) = (P/12)(R_v)(A*43{,}560)$$

Where

P = rainfall depth = 1 inch
R_v = volumetric runoff coefficient = 0.05 + 0.009I
I = percent impervious cover (in percent, e.g. 80% = 80)
A = total site area in acres

P=	1 inch
A=	0.97 acres
Impervious Area=	0.68 acres
I=	70 %
Rv=	0.68

WQV=	**2394 cubic feet**
WQV=	**0.05 ac-ft**

Water Quality Volume Calculation Worksheet
Short Cut Method (Claytor and Schueler, 1996)
Date: 04/16/2020

Project Name: GALLOWAY & LONE PINE DA 20
Description: Water Quality Volume

$$WQV\ (ft^3) = (P/12)(R_v)(A^*43{,}560)$$

Where

P = rainfall depth = 1 inch
R_v = volumetric runoff coefficient = 0.05 + 0.009I
I = percent impervious cover (in percent, e.g. 80% = 80)
A = total site area in acres

P=	1	inch
A=	1.03	acres
Impervious Area=	0.76	acres
I=	74	%
Rv=	0.7142	

WQV=	**2670**	**cubic feet**
WQV=	**0.06**	**ac-ft**

Water Quality Volume Calculation Worksheet
Short Cut Method (Claytor and Schueler, 1996)
Date: 04/16/2020

Project Name: GALLOWAY & LONE PINE DA 30
Description: Water Quality Volume

$$WQV\ (ft^3) = (P/12)(R_v)(A*43{,}560)$$

Where

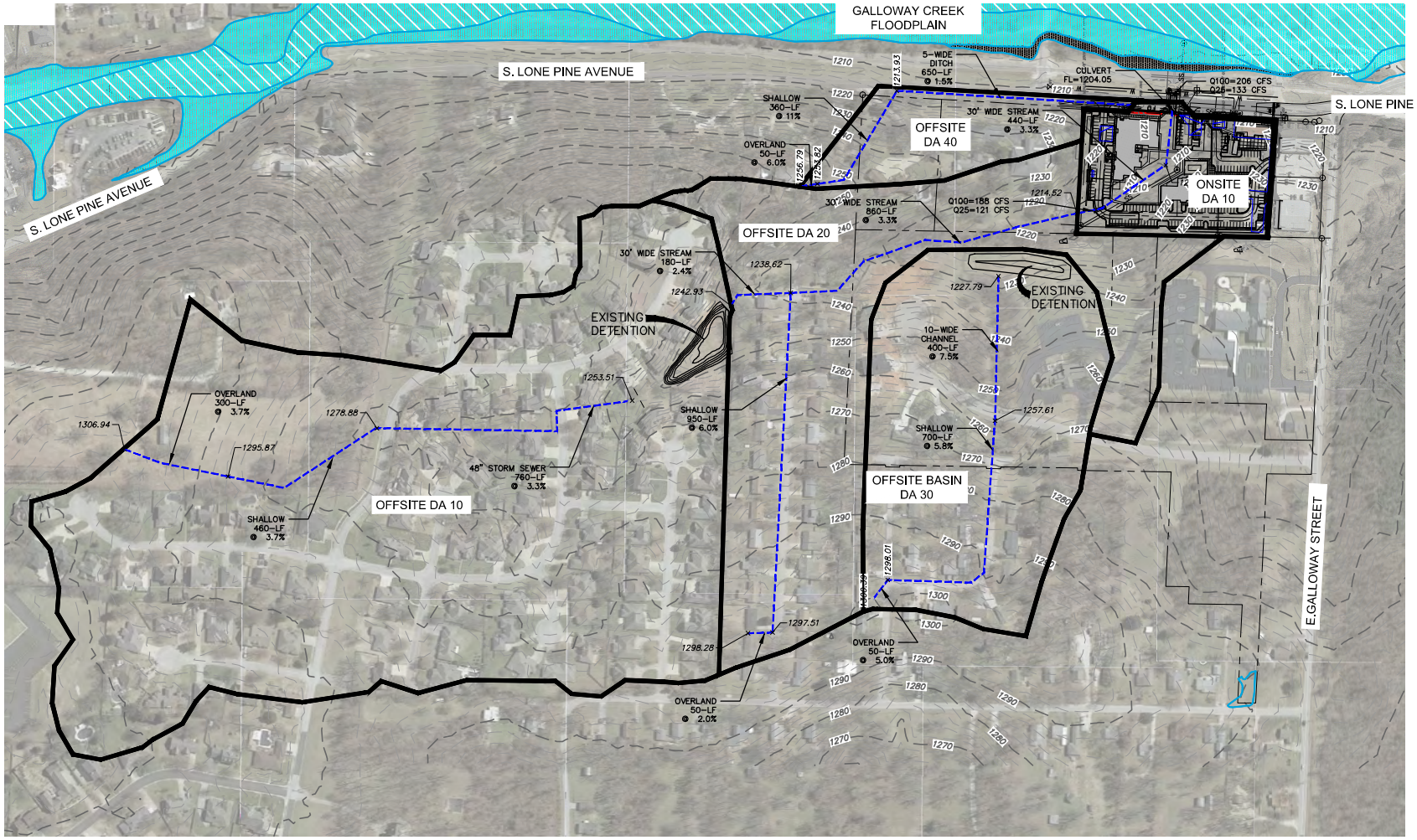
P = rainfall depth = 1 inch
R_v = volumetric runoff coefficient = 0.05 + 0.009I
I = percent impervious cover (in percent, e.g. 80% = 80)
A = total site area in acres

P=	1	inch
A=	1.57	acres
Impervious Area=	1.18	acres
I=	75	%
Rv=	0.725	

WQV=	**4132**	**cubic feet**
WQV=	**0.09**	**ac-ft**

PUBLIC STREET IMPROVEMENTS

See Preliminary Site Plan for existing and proposed sidewalk connections and driveway locations. Additional right-of-way will be required along the property frontage of Lone Pine Avenue.

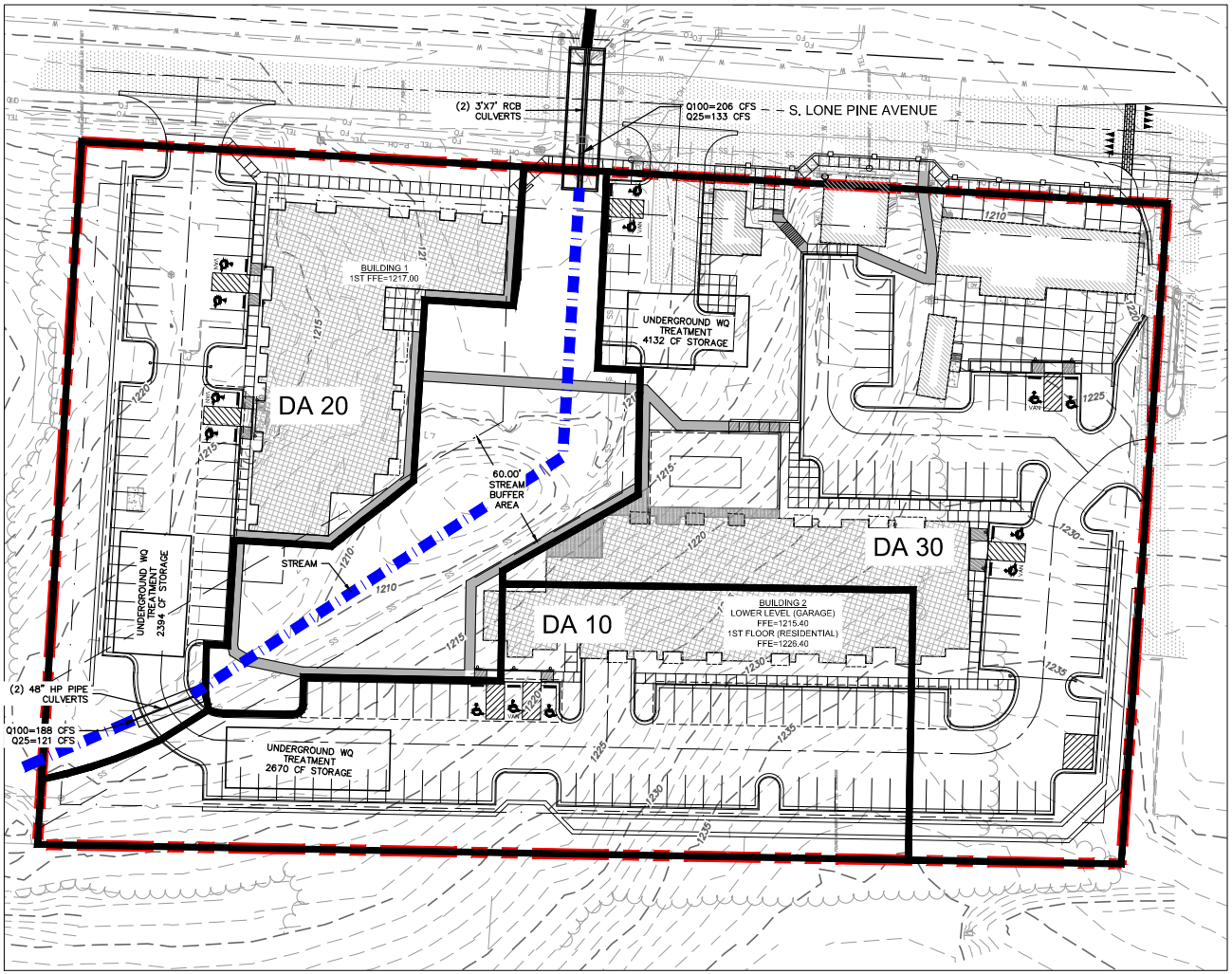


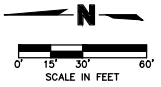
LEGEND

- DRAINAGE AREA BOUNDARY
- TIME OF CONCENTRATION PATH
- FEMA 100-YR FLOODPLAIN
- FEMA DESIGNATED FLOODWAY

SUMMARY TABLE			
SUBBASIN	AREA (AC)	CN	TC (MIN.)
OFFSITE DA 10	43.65	80	20.0
OFFSITE DA 20	20.30	79	9.7
OFFSITE DA 30	13.92	78	6.0
OFFSITE BASIN DA 40	3.77	87	7.2
ONSITE 10	4.23	92	5.0

PROJECT NO: 020-0425	OFFSITE DRAINAGE AREA EXHIBIT	olsson	FIGURE
DRAWN BY: RVJ	138 of 184	550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	1
DATE: 04/27/2020			





LEGEND

- PROJECT BOUNDARY
- DRAINAGE AREA BOUNDARY
- STREAM FLOW PATH

PRE-DEVELOPMENT SUMMARY TABLE		
SUBBASIN	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)
DA 10	0.00	0.97
DA 20	0.08	0.95
DA 30	0.59	0.98
DA 40	0.00	0.58

POST-DEVELOPMENT SUMMARY TABLE		
SUBBASIN	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)
DA 10	0.68	0.29
DA 20	0.76	0.28
DA 30	1.18	0.40
DA 40	0.06	0.51

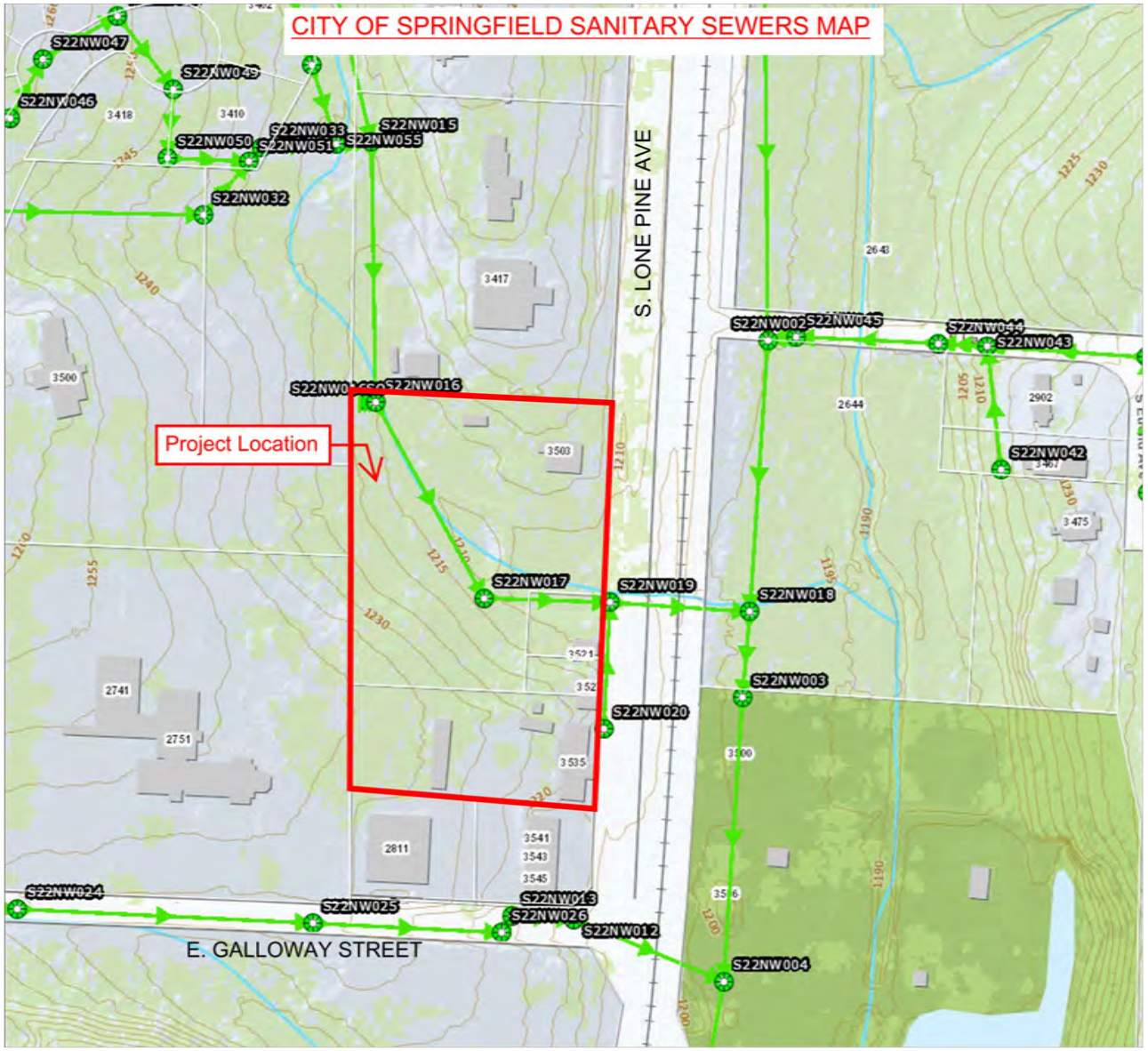
PROJECT NO: 020-0425 DRAWN BY: RVJ DATE: 06/18/2020	ONSITE POST DEVELOPMENT DRAINAGE AREA EXHIBIT	olsson 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	FIGURE 2



N

NOT TO SCALE

PROJECT NO: 020-0425 DRAWN BY: BMM DATE: 04/27/2020	CITY OF SPRINGFIELD STREAM BUFFER EXHIBIT	olsson 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	FIGURE 3



N

NOT TO SCALE

PROJECT NO: 020-0425 DRAWN BY: BMM DATE: 04/27/2020	CITY OF SPRINGFIELD SANITARY SEWER EXHIBIT	olsson 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	FIGURE 4

APPENDIX A

STORMWATER CALCULATIONS

Hydrology Calculations

Hydraflow Table of Contents

Watershed Model Schematic..... 1

100 - Year

Summary Report..... 2

Hydrograph Reports..... 3

Hydrograph No. 1, SCS Runoff, OFFSITE DA10..... 3

TR-55 Tc Worksheet..... 4

Hydrograph No. 2, SCS Runoff, OFFSITE DA20..... 5

TR-55 Tc Worksheet..... 6

Hydrograph No. 3, SCS Runoff, OFFSITE DA30..... 7

TR-55 Tc Worksheet..... 8

Hydrograph No. 4, SCS Runoff, OFFSITE DA 40..... 9

TR-55 Tc Worksheet..... 10

Hydrograph No. 5, SCS Runoff, ONSITE DA10..... 11

Hydrograph No. 6, Reservoir, OFFDA10 DETENTION..... 12

Pond Report - OFFDA 10 POND..... 13

Hydrograph No. 7, Reach, OFFDA10 THRU OFFDA20..... 14

Hydrograph No. 8, Reservoir, OFFDA30 DETENTION..... 15

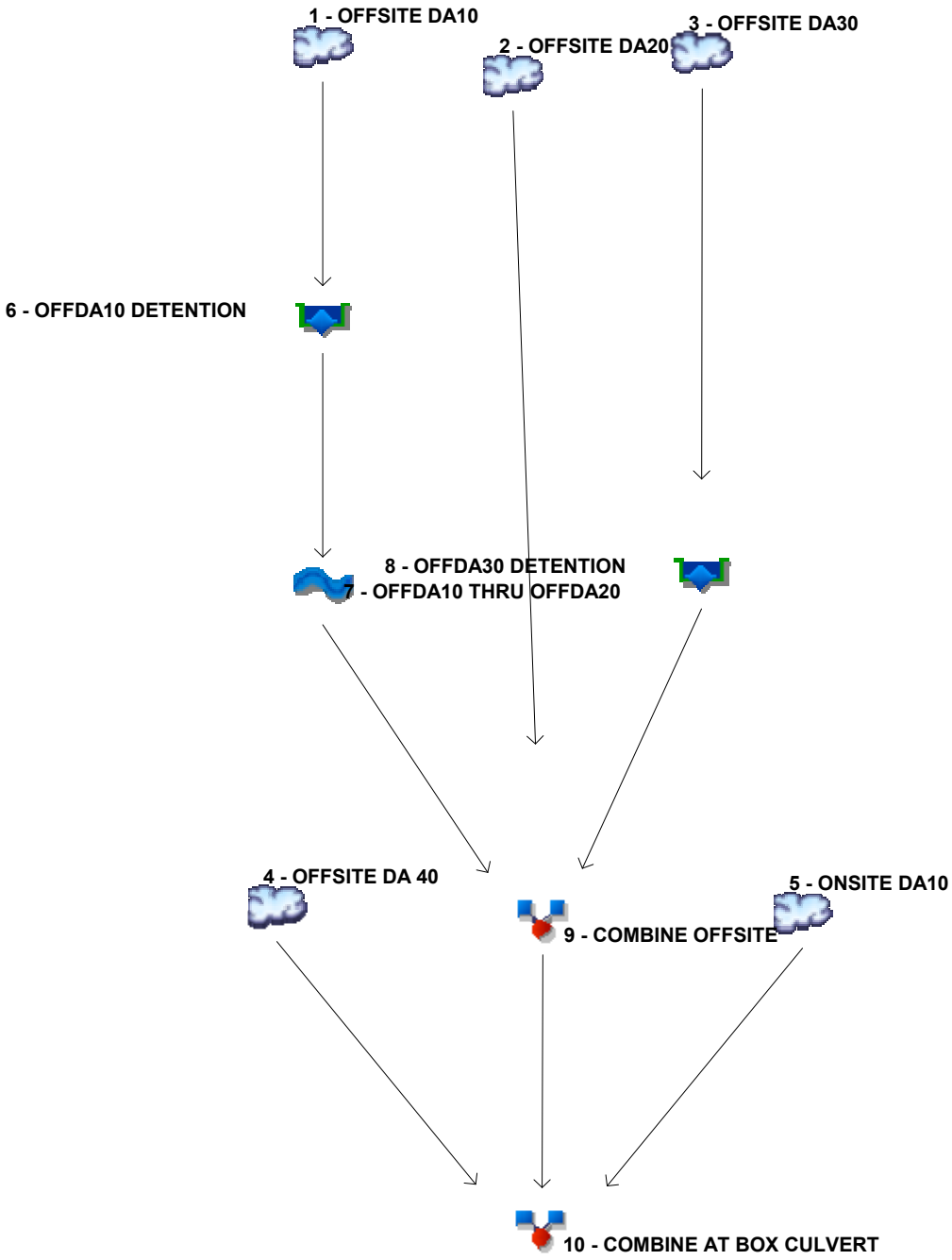
Pond Report - OFFDA 30 POND..... 16

Hydrograph No. 9, Combine, COMBINE OFFSITE..... 17

Hydrograph No. 10, Combine, COMBINE AT BOX CULVERT..... 18

IDF Report..... 19

Watershed Model Schematic



Legend

Hyd.	Origin	Description
1	SCS Runoff	OFFSITE DA10
2	SCS Runoff	OFFSITE DA20
3	SCS Runoff	OFFSITE DA30
4	SCS Runoff	OFFSITE DA 40
5	SCS Runoff	ONSITE DA10
6	Reservoir	OFFDA10 DETENTION
7	Reach	OFFDA10 THRU OFFDA20
8	Reservoir	OFFDA30 DETENTION
9	Combine	COMBINE OFFSITE
10	Combine	COMBINE AT BOX CULVERT

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

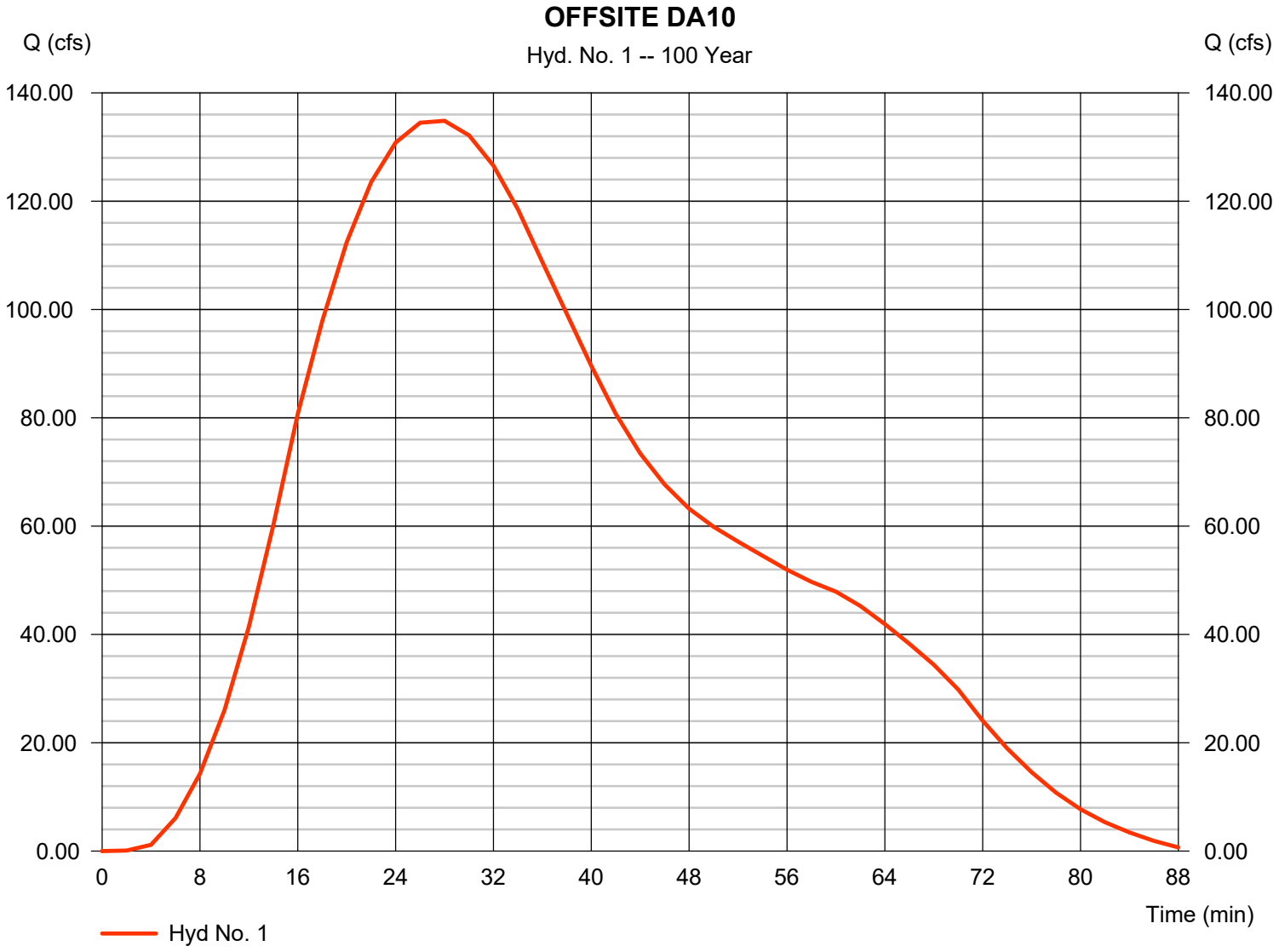
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	134.84	2	28	302,671	------	------	------	OFFSITE DA10
2	SCS Runoff	73.72	2	18	135,176	------	------	------	OFFSITE DA20
3	SCS Runoff	46.55	2	16	83,388	------	------	------	OFFSITE DA30
4	SCS Runoff	19.93	2	16	34,080	------	------	------	OFFSITE DA 40
5	SCS Runoff	28.83	2	10	41,950	------	------	------	ONSITE DA10
6	Reservoir	127.53	2	32	302,666	1	1246.88	48,851	OFFDA10 DETENTION
7	Reach	124.11	2	36	302,625	6	------	------	OFFDA10 THRU OFFDA20
8	Reservoir	30.17	2	26	83,386	3	1225.81	19,911	OFFDA30 DETENTION
9	Combine	188.24	2	32	521,187	2, 7, 8	------	------	COMBINE OFFSITE
10	Combine	206.24	2	32	597,218	4, 5, 9	------	------	COMBINE AT BOX CULVERT

Hydrograph Report

Hyd. No. 1

OFFSITE DA10

Hydrograph type	=	SCS Runoff	Peak discharge	=	134.84 cfs
Storm frequency	=	100 yrs	Time to peak	=	28 min
Time interval	=	2 min	Hyd. volume	=	302,671 cuft
Drainage area	=	43.650 ac	Curve number	=	80
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	20.00 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484



TR55 Tc Worksheet

Hyd. No. 1

OFFSITE DA10

Description	A		B		C		Totals
Sheet Flow							
Manning's n-value	= 0.150		0.011		0.011		
Flow length (ft)	= 300.0		0.0		0.0		
Two-year 24-hr precip. (in)	= 3.77		0.00		0.00		
Land slope (%)	= 3.70		0.00		0.00		
Travel Time (min)	**= 17.00**	**+**	**0.00**	**+**	**0.00**	**=**	**17.00**
Shallow Concentrated Flow							
Flow length (ft)	= 460.00		0.00		0.00		
Watercourse slope (%)	= 3.70		0.00		0.00		
Surface description	= Unpaved		Paved		Paved		
Average velocity (ft/s)	=3.10		0.00		0.00		
Travel Time (min)	**= 2.47**	**+**	**0.00**	**+**	**0.00**	**=**	**2.47**
Channel Flow							
X sectional flow area (sqft)	= 12.57		0.00		0.00		
Wetted perimeter (ft)	= 10.00		0.00		0.00		
Channel slope (%)	= 3.30		0.00		0.00		
Manning's n-value	= 0.013		0.015		0.015		
Velocity (ft/s)	=24.27						
			0.00				
					0.00		
Flow length (ft)	({0})760.0		0.0		0.0		
Travel Time (min)	**= 0.52**	**+**	**0.00**	**+**	**0.00**	**=**	**0.52**

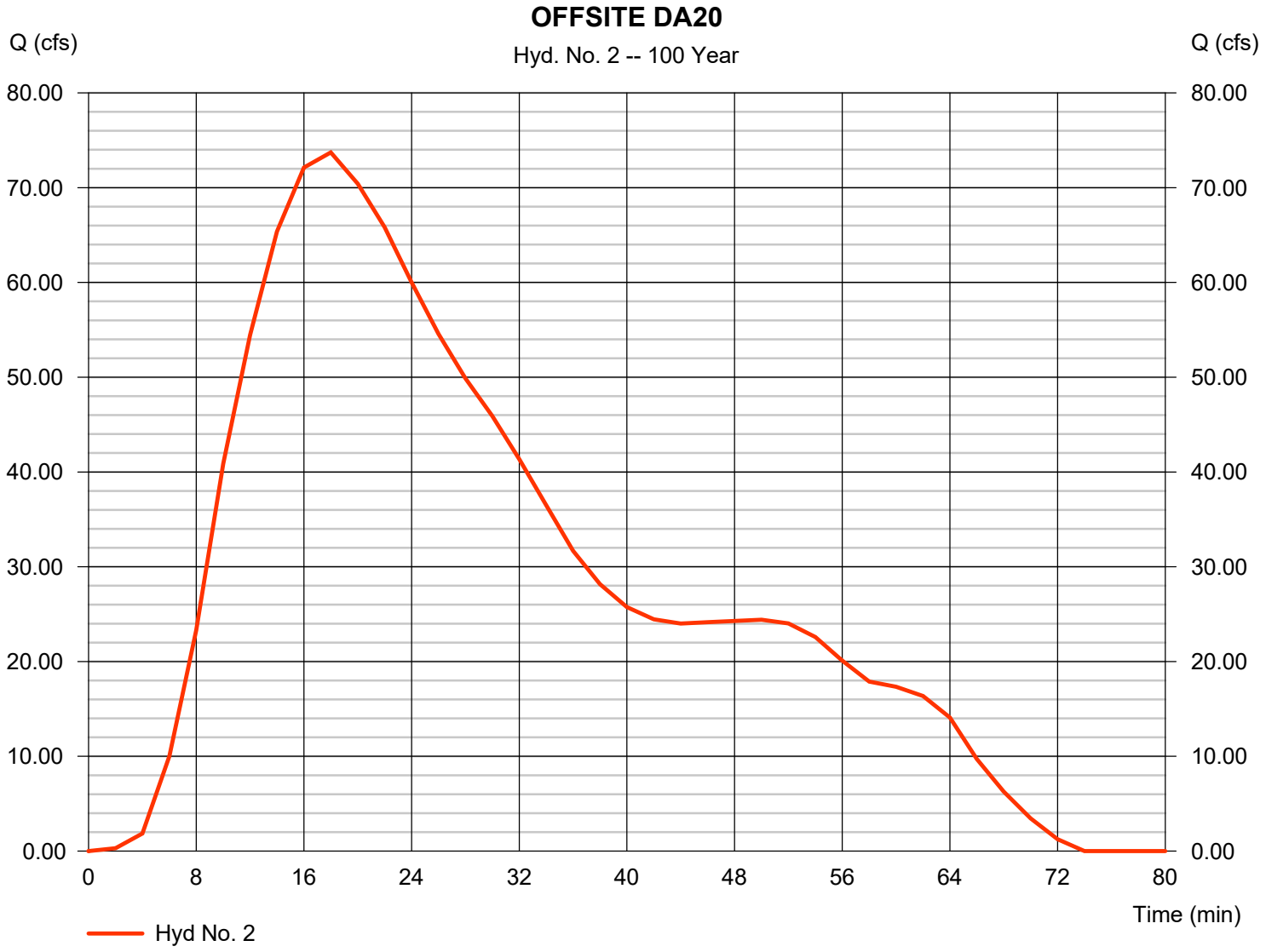
Total Travel Time, Tc ..... 20.00 min

Hydrograph Report

Hyd. No. 2

OFFSITE DA20

Hydrograph type	=	SCS Runoff	Peak discharge	=	73.72 cfs
Storm frequency	=	100 yrs	Time to peak	=	18 min
Time interval	=	2 min	Hyd. volume	=	135,176 cuft
Drainage area	=	20.300 ac	Curve number	=	79
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	9.70 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484



TR55 Tc Worksheet

Hyd. No. 2

OFFSITE DA20

Description	A		B		C		Totals
Sheet Flow							
Manning's n-value	= 0.150		0.011		0.011		
Flow length (ft)	= 50.0		0.0		0.0		
Two-year 24-hr precip. (in)	= 3.77		0.00		0.00		
Land slope (%)	= 2.00		0.00		0.00		
Travel Time (min)	**= 5.18**	**+**	**0.00**	**+**	**0.00**	**=**	**5.18**
Shallow Concentrated Flow							
Flow length (ft)	= 950.00		0.00		0.00		
Watercourse slope (%)	= 6.00		0.00		0.00		
Surface description	= Paved		Paved		Paved		
Average velocity (ft/s)	=4.98		0.00		0.00		
Travel Time (min)	**= 3.18**	**+**	**0.00**	**+**	**0.00**	**=**	**3.18**
Channel Flow							
X sectional flow area (sqft)	= 40.32		0.00		0.00		
Wetted perimeter (ft)	= 37.59		0.00		0.00		
Channel slope (%)	= 3.30		0.00		0.00		
Manning's n-value	= 0.035		0.015		0.015		
Velocity (ft/s)	=8.11						
			0.00				
					0.00		
Flow length (ft)	({0})650.0		0.0		0.0		
Travel Time (min)	**= 1.34**	**+**	**0.00**	**+**	**0.00**	**=**	**1.34**

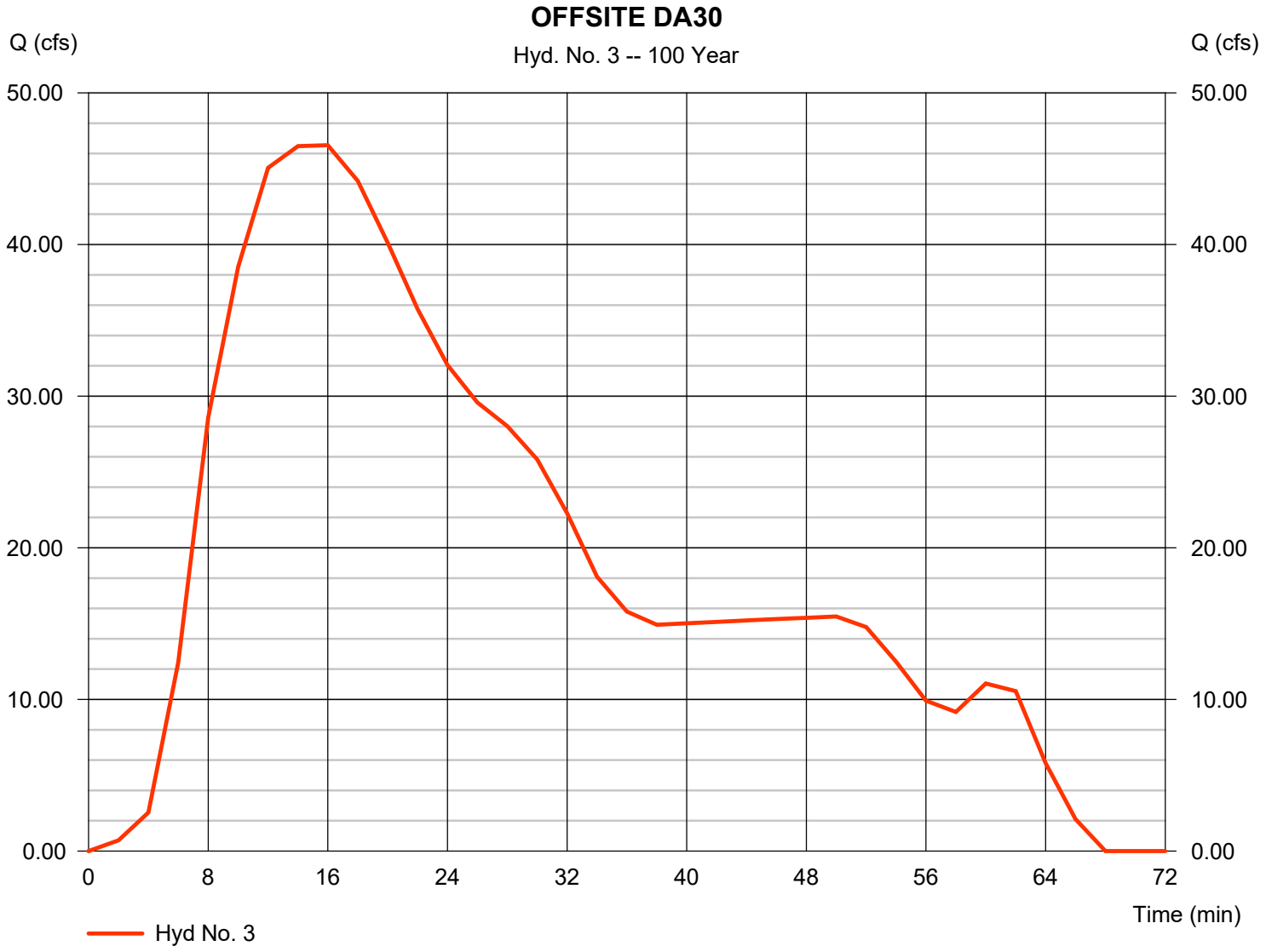
Total Travel Time, Tc ..... 9.70 min

Hydrograph Report

Hyd. No. 3

OFFSITE DA30

Hydrograph type	=	SCS Runoff	Peak discharge	=	46.55 cfs
Storm frequency	=	100 yrs	Time to peak	=	16 min
Time interval	=	2 min	Hyd. volume	=	83,388 cuft
Drainage area	=	13.920 ac	Curve number	=	78
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	6.00 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484



TR55 Tc Worksheet

Hyd. No. 3

OFFSITE DA30

Description	A		B		C		Totals
Sheet Flow							
Manning's n-value	= 0.150		0.011		0.011		
Flow length (ft)	= 50.0		0.0		0.0		
Two-year 24-hr precip. (in)	= 3.77		0.00		0.00		
Land slope (%)	= 5.00		0.00		0.00		
Travel Time (min)	**= 3.59**	**+**	**0.00**	**+**	**0.00**	**=**	**3.59**
Shallow Concentrated Flow							
Flow length (ft)	= 700.00		0.00		0.00		
Watercourse slope (%)	= 5.80		0.00		0.00		
Surface description	= Paved		Paved		Paved		
Average velocity (ft/s)	=4.90		0.00		0.00		
Travel Time (min)	**= 2.38**	**+**	**0.00**	**+**	**0.00**	**=**	**2.38**
Channel Flow							
X sectional flow area (sqft)	= 0.00		0.00		0.00		
Wetted perimeter (ft)	= 0.00		0.00		0.00		
Channel slope (%)	= 0.00		0.00		0.00		
Manning's n-value	= 0.015		0.015		0.015		
Velocity (ft/s)	=0.00						
			0.00				
					0.00		
Flow length (ft)	({0})0.0		0.0		0.0		
Travel Time (min)	**= 0.00**	**+**	**0.00**	**+**	**0.00**	**=**	**0.00**

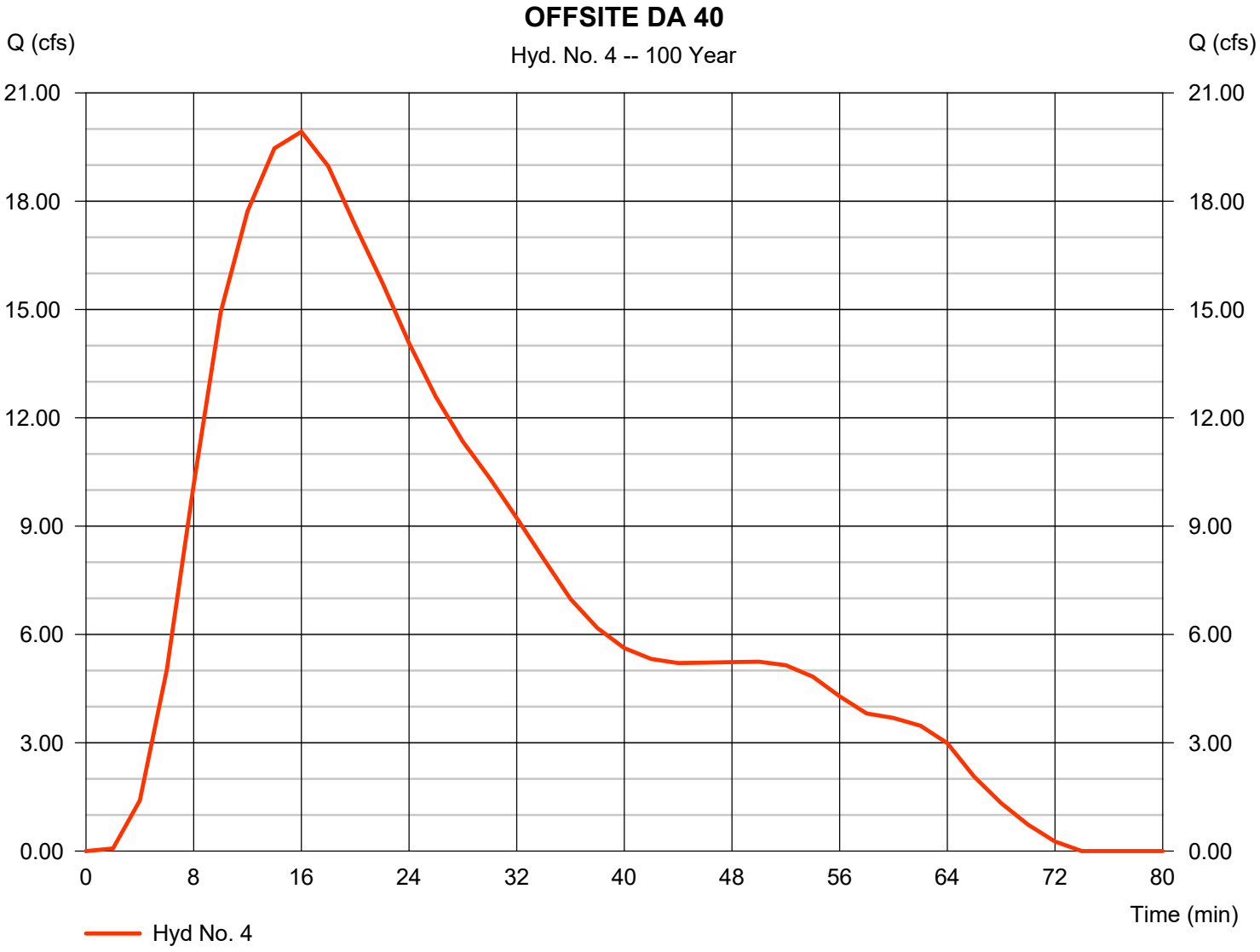
Total Travel Time, Tc ..... 6.00 min

Hydrograph Report

Hyd. No. 4

OFFSITE DA 40

Hydrograph type	=	SCS Runoff	Peak discharge	=	19.93 cfs
Storm frequency	=	100 yrs	Time to peak	=	16 min
Time interval	=	2 min	Hyd. volume	=	34,080 cuft
Drainage area	=	3.770 ac	Curve number	=	87
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	7.20 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484



TR55 Tc Worksheet

Hyd. No. 4

OFFSITE DA 40

Description	A		B		C		Totals
Sheet Flow							
Manning's n-value	= 0.150		0.011		0.011		
Flow length (ft)	= 50.0		0.0		0.0		
Two-year 24-hr precip. (in)	= 3.77		0.00		0.00		
Land slope (%)	= 6.00		0.00		0.00		
Travel Time (min)	**= 3.34**	**+**	**0.00**	**+**	**0.00**	**=**	**3.34**
Shallow Concentrated Flow							
Flow length (ft)	= 360.00		0.00		0.00		
Watercourse slope (%)	= 11.00		0.00		0.00		
Surface description	= Unpaved		Paved		Paved		
Average velocity (ft/s)	=5.35		0.00		0.00		
Travel Time (min)	**= 1.12**	**+**	**0.00**	**+**	**0.00**	**=**	**1.12**
Channel Flow							
X sectional flow area (sqft)	= 6.93		0.00		0.00		
Wetted perimeter (ft)	= 10.69		0.00		0.00		
Channel slope (%)	= 1.50		0.00		0.00		
Manning's n-value	= 0.035		0.015		0.015		
Velocity (ft/s)	=3.90						
			0.00				
					0.00		
Flow length (ft)	({0})650.0		0.0		0.0		
Travel Time (min)	**= 2.78**	**+**	**0.00**	**+**	**0.00**	**=**	**2.78**

Total Travel Time, Tc ..... 7.20 min

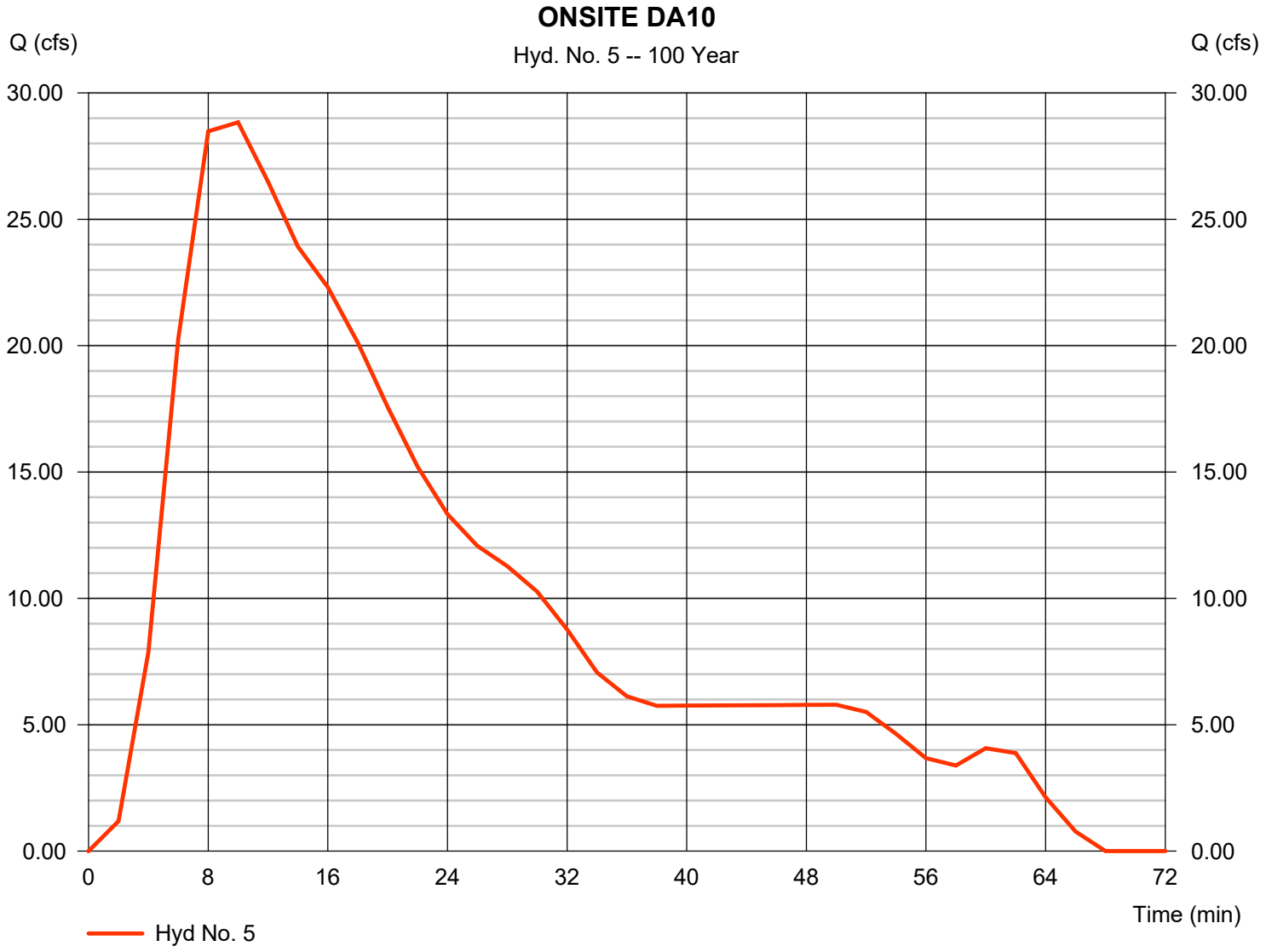
Hydrograph Report

Hyd. No. 5

ONSITE DA10

Hydrograph type	=	SCS Runoff	Peak discharge	=	28.83 cfs
Storm frequency	=	100 yrs	Time to peak	=	10 min
Time interval	=	2 min	Hyd. volume	=	41,950 cuft
Drainage area	=	4.160 ac	Curve number	=	92*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	3.84 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

* Composite (Area/CN) = [(2.680 x 98) + (1.480 x 80)] / 4.160



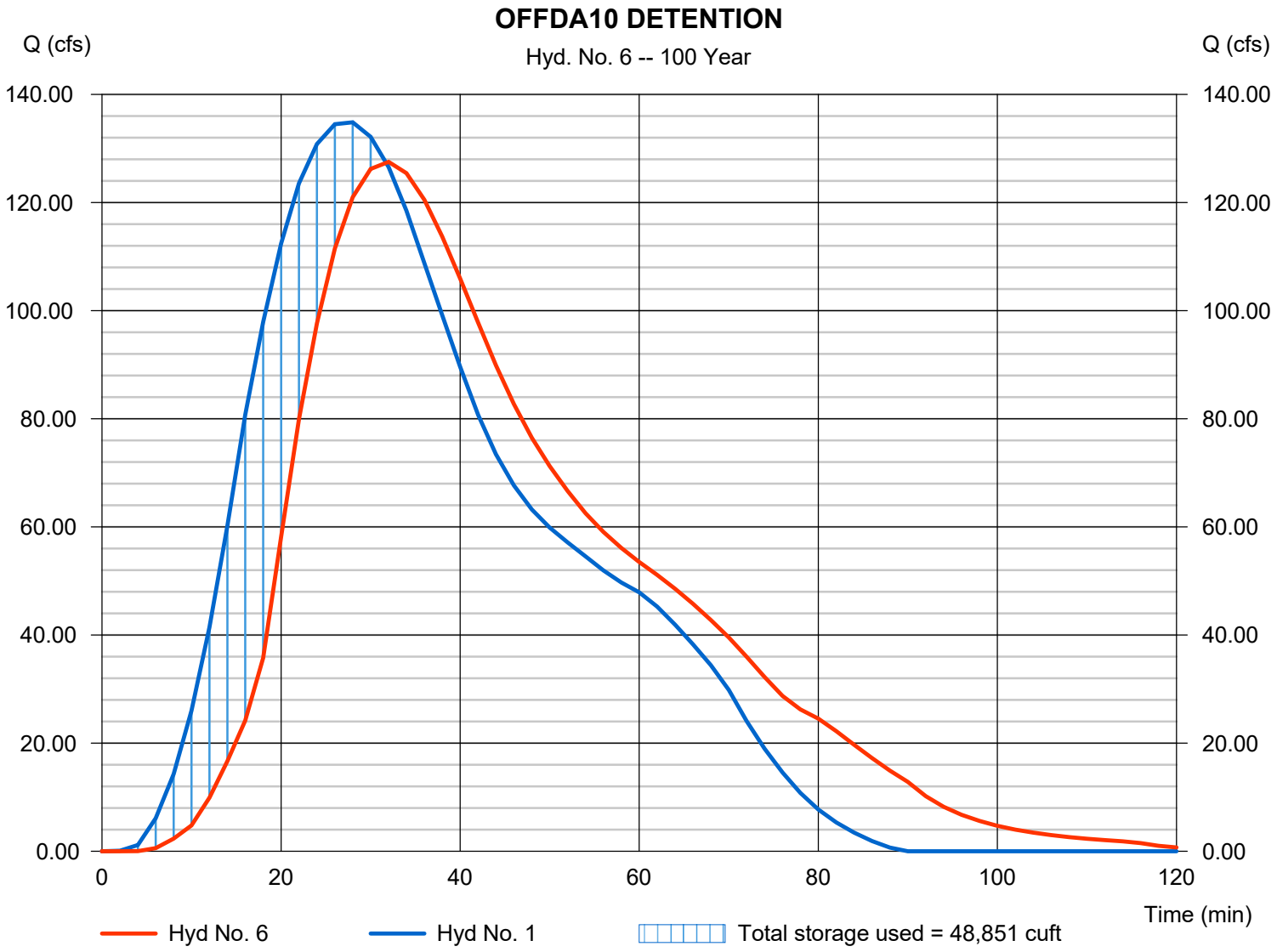
Hydrograph Report

Hyd. No. 6

OFFDA10 DETENTION

Hydrograph type	=	Reservoir	Peak discharge	=	127.53 cfs
Storm frequency	=	100 yrs	Time to peak	=	32 min
Time interval	=	2 min	Hyd. volume	=	302,666 cuft
Inflow hyd. No.	=	1 - OFFSITE DA10	Max. Elevation	=	1246.88 ft
Reservoir name	=	OFFDA 10 POND	Max. Storage	=	48,851 cuft

Storage Indication method used.



Pond Report

Pond No. 1 - OFFDA 10 POND

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 1242.50 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	1242.50	00	0	0
0.50	1243.00	5,000	833	833
1.50	1244.00	10,073	7,389	8,222
2.50	1245.00	12,930	11,471	19,693
3.50	1246.00	15,789	14,334	34,027
4.50	1247.00	17,985	16,873	50,901
5.50	1248.00	20,244	19,101	70,002

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	0.00	0.00	0.00
Span (in)	= 30.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 1242.50	0.00	0.00	0.00
Length (ft)	= 100.00	0.00	0.00	0.00
Slope (%)	= 2.00	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

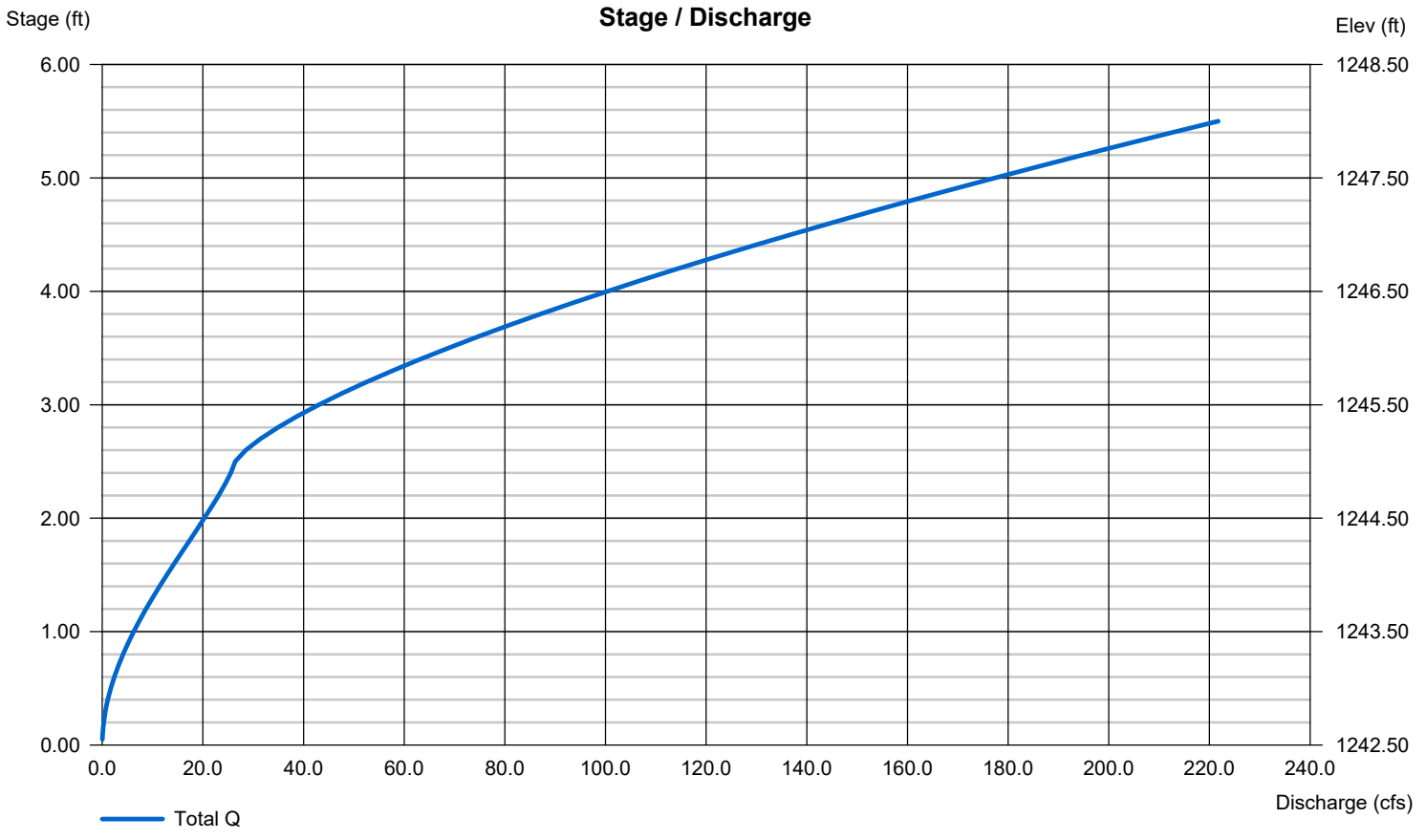
Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 10.00	0.00	0.00	0.00
Crest El. (ft)	= 1245.00	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Rect	---	---	---
Multi-Stage	= No	No	No	No

Exfil.(in/hr) = 0.000 (by Wet area)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



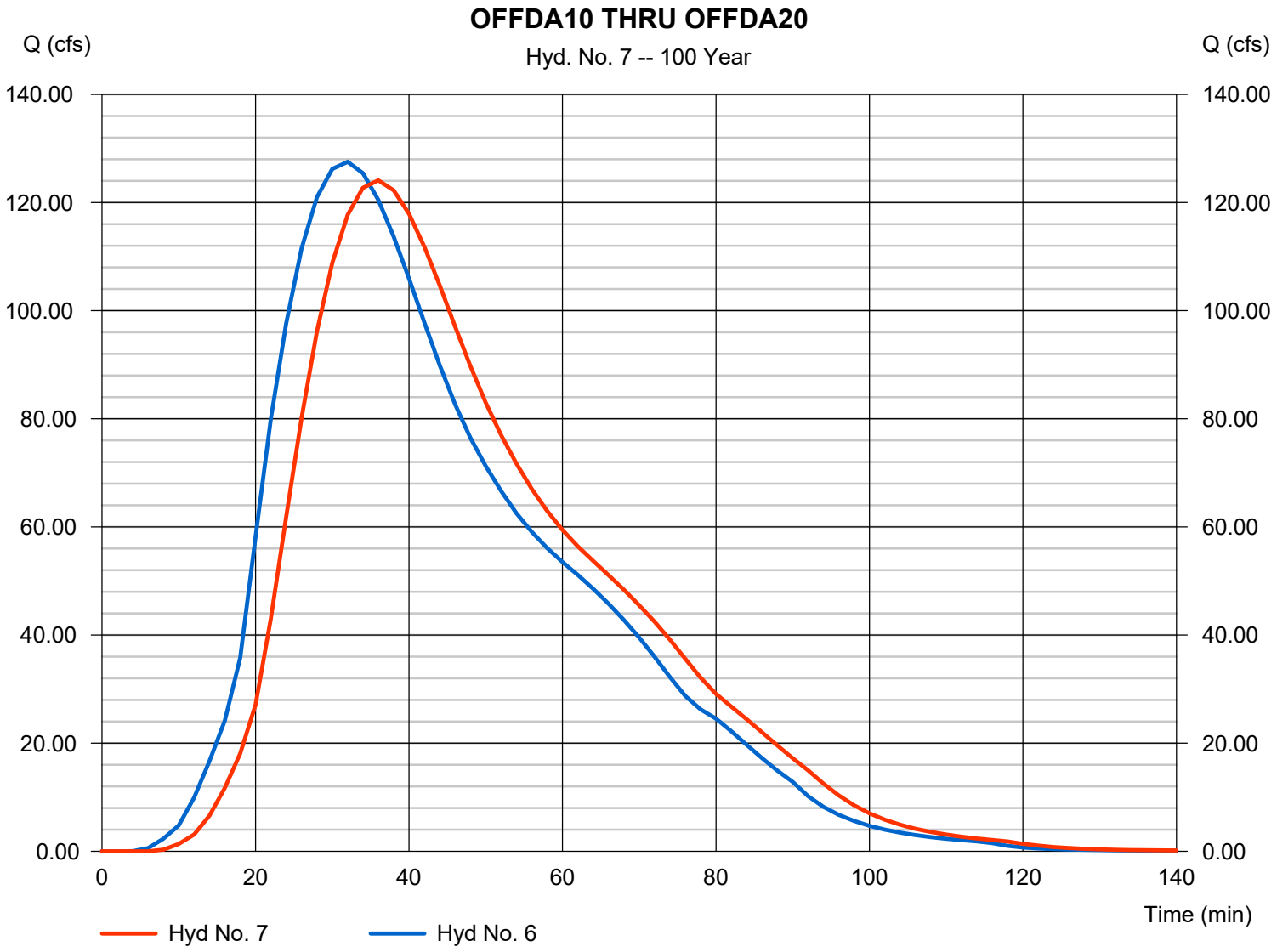
Hydrograph Report

Hyd. No. 7

OFFDA10 THRU OFFDA20

Hydrograph type	=	Reach	Peak discharge	=	124.11 cfs
Storm frequency	=	100 yrs	Time to peak	=	36 min
Time interval	=	2 min	Hyd. volume	=	302,625 cuft
Inflow hyd. No.	=	6 - OFFDA10 DETENTION	Section type	=	Trapezoidal
Reach length	=	1040.0 ft	Channel slope	=	3.0 %
Manning's n	=	0.035	Bottom width	=	30.0 ft
Side slope	=	3.0:1	Max. depth	=	3.0 ft
Rating curve x	=	0.763	Rating curve m	=	1.480
Ave. velocity	=	4.02 ft/s	Routing coeff.	=	0.5107

Modified Att-Kin routing method used.



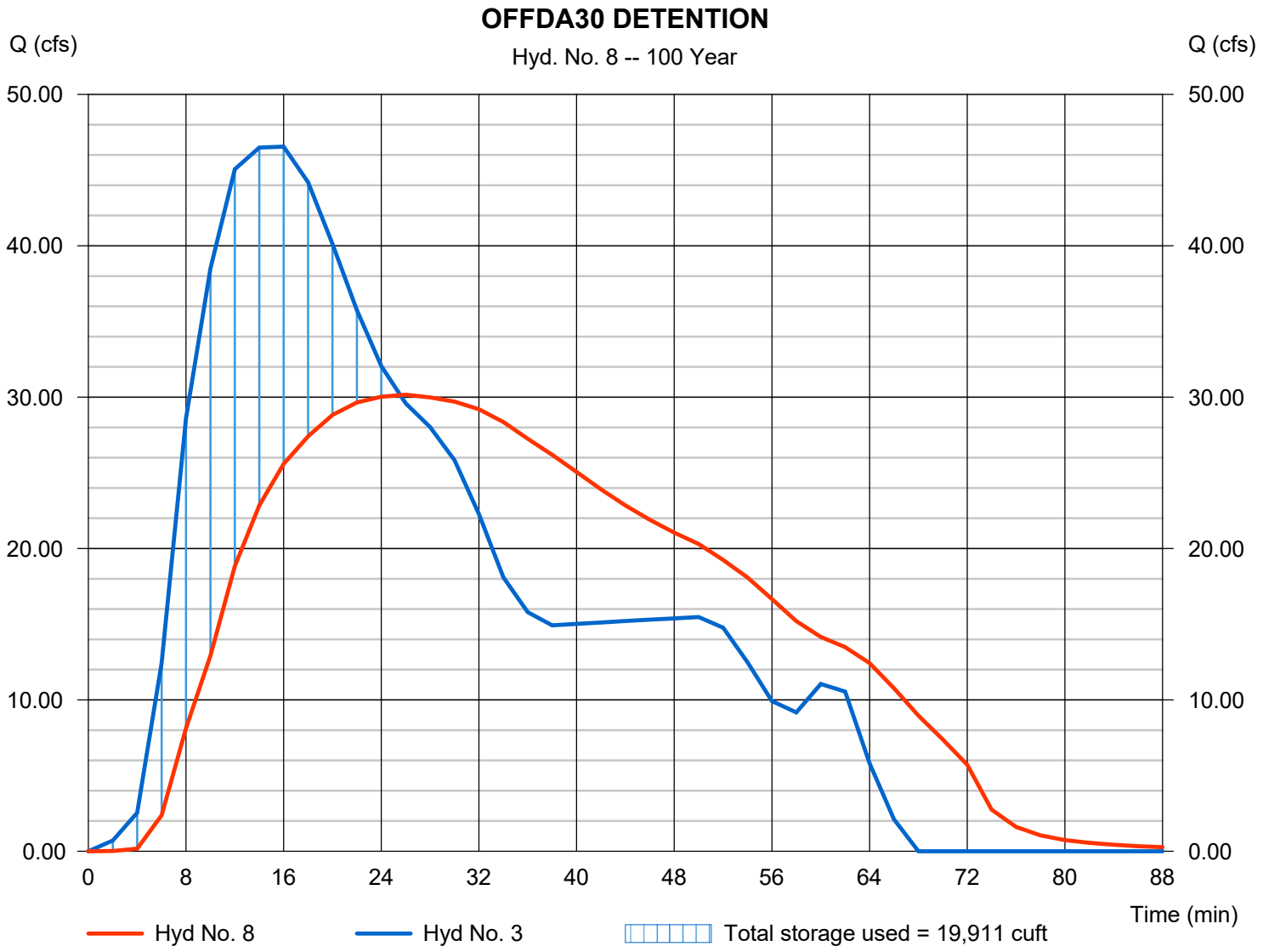
Hydrograph Report

Hyd. No. 8

OFFDA30 DETENTION

Hydrograph type	=	Reservoir	Peak discharge	=	30.17 cfs
Storm frequency	=	100 yrs	Time to peak	=	26 min
Time interval	=	2 min	Hyd. volume	=	83,386 cuft
Inflow hyd. No.	=	3 - OFFSITE DA30	Max. Elevation	=	1225.81 ft
Reservoir name	=	OFFDA 30 POND	Max. Storage	=	19,911 cuft

Storage Indication method used.



Pond Report

Pond No. 2 - OFFDA 30 POND

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 1223.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	1223.00	00	0	0
1.00	1224.00	4,935	1,645	1,645
2.00	1225.00	11,193	7,853	9,497
3.00	1226.00	14,748	12,928	22,426
4.00	1227.00	18,809	16,736	39,162
5.00	1228.00	23,061	20,897	60,058
6.00	1229.00	27,493	25,242	85,300
7.00	1230.00	32,129	29,778	115,078

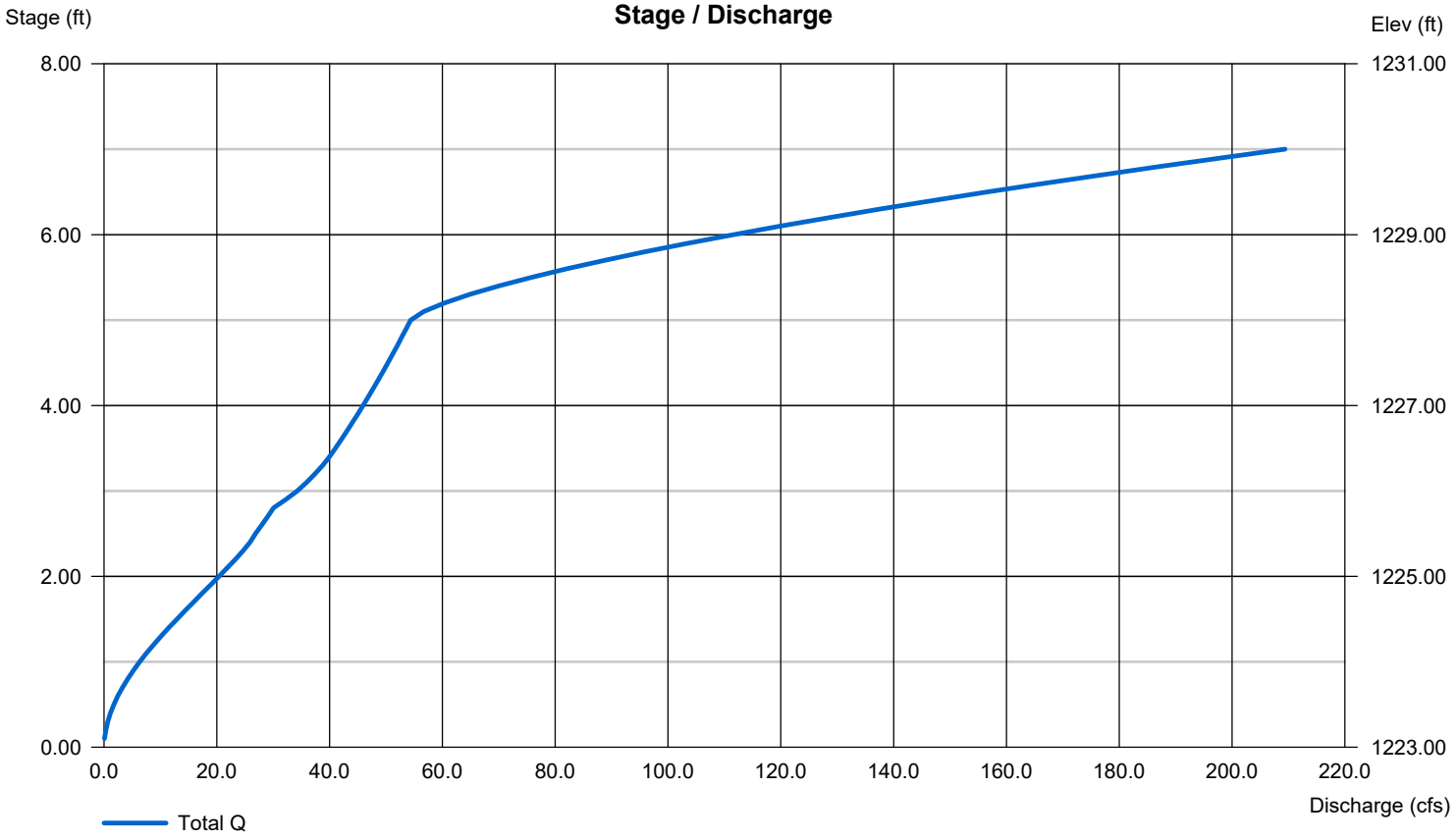
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	1.00	10.00	0.00
Span (in)	= 30.00	1.00	10.00	0.00
No. Barrels	= 1	3	2	0
Invert El. (ft)	= 1223.00	1223.00	1225.01	0.00
Length (ft)	= 79.90	0.01	0.50	0.00
Slope (%)	= 2.90	1.00	1.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 15.00	0.00	0.00	0.00
Crest El. (ft)	= 1228.00	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Rect	---	---	---
Multi-Stage	= No	No	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

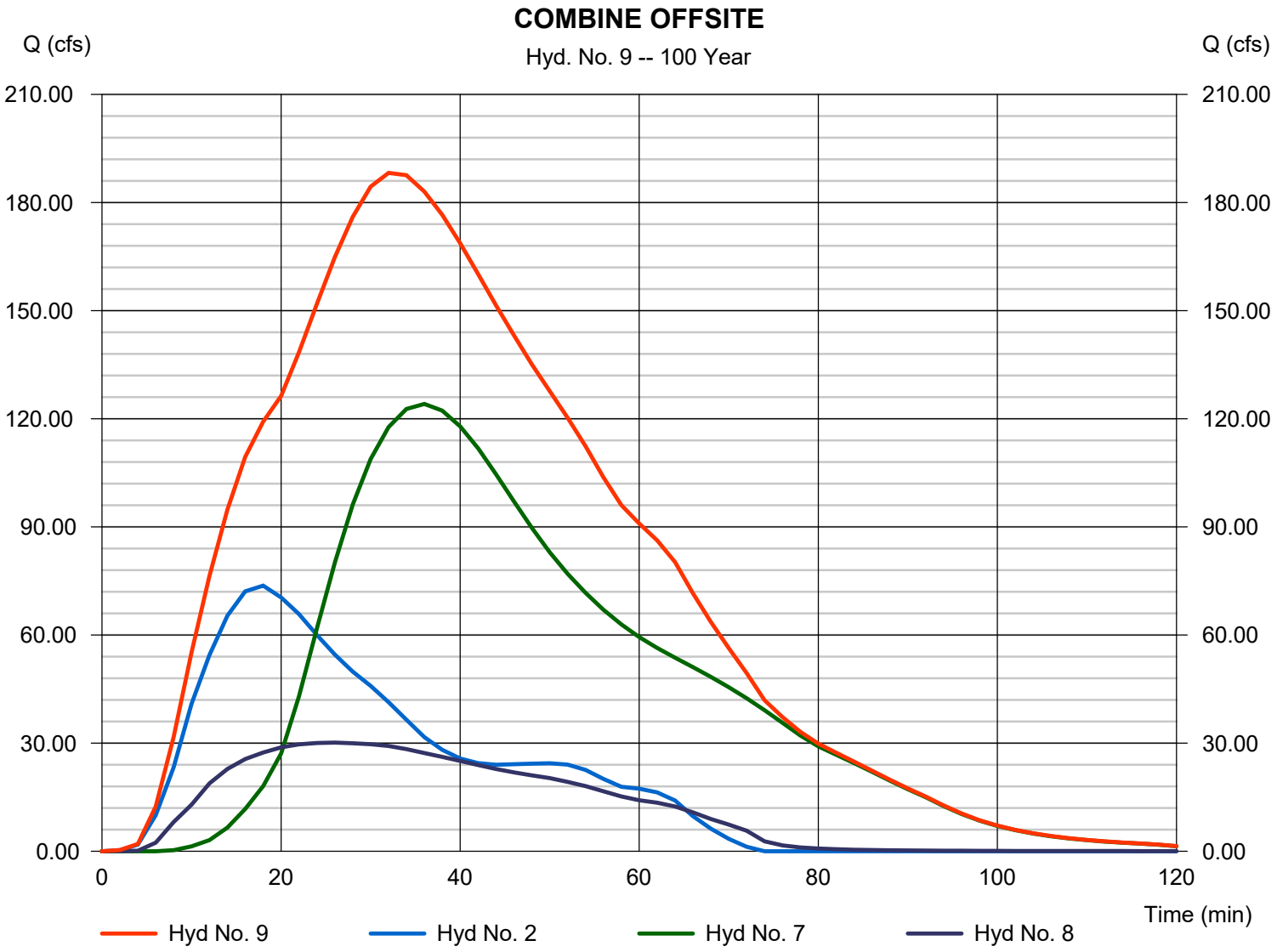


Hydrograph Report

Hyd. No. 9

COMBINE OFFSITE

Hydrograph type	=	Combine	Peak discharge	=	188.24 cfs
Storm frequency	=	100 yrs	Time to peak	=	32 min
Time interval	=	2 min	Hyd. volume	=	521,187 cuft
Inflow hyds.	=	2, 7, 8	Contrib. drain. area	=	20.300 ac

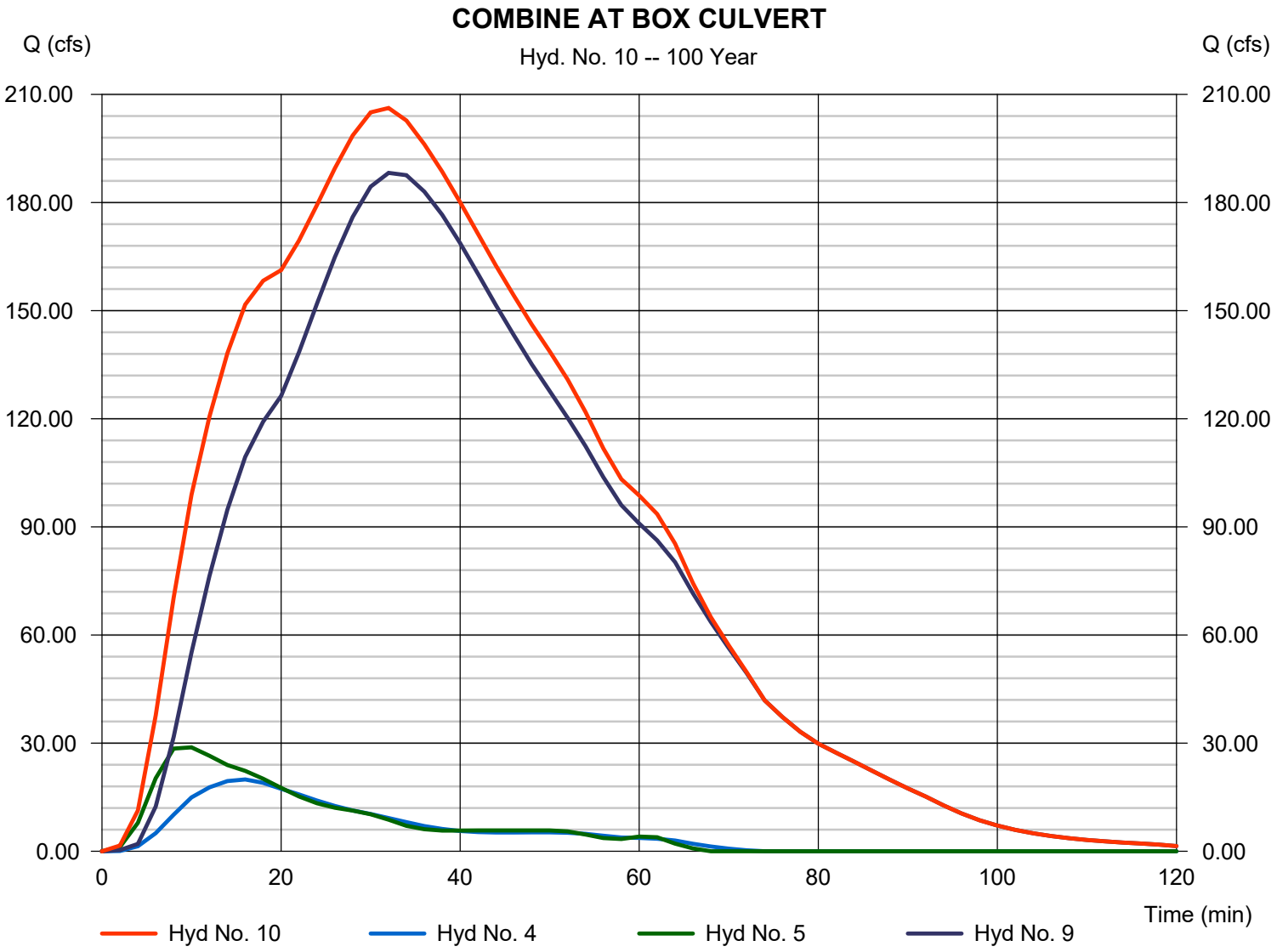


Hydrograph Report

Hyd. No. 10

COMBINE AT BOX CULVERT

Hydrograph type	=	Combine	Peak discharge	=	206.24 cfs
Storm frequency	=	100 yrs	Time to peak	=	32 min
Time interval	=	2 min	Hyd. volume	=	597,218 cuft
Inflow hyds.	=	4, 5, 9	Contrib. drain. area	=	7.930 ac



Hydraflow Rainfall Report

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	0.0000	0.0000	0.0000	--------
2	49.7047	12.6000	0.7744	--------
3	0.0000	0.0000	0.0000	--------
5	54.7163	12.8000	0.7412	--------
10	60.9118	13.3000	0.7335	--------
25	73.7457	14.0000	0.7378	--------
50	79.9241	14.0000	0.7308	--------
100	93.5617	14.8000	0.7425	--------

File name: gc.IDF

Intensity = B / (Tc + D)^E

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	5.39	4.44	3.81	3.35	3.00	2.72	2.50	2.31	2.15	2.02	1.90	1.80
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.48	5.39	4.65	4.12	3.71	3.38	3.11	2.89	2.71	2.54	2.40	2.28
10	7.22	6.05	5.25	4.66	4.20	3.84	3.54	3.30	3.09	2.91	2.75	2.61
25	8.40	7.07	6.15	5.47	4.94	4.52	4.17	3.89	3.64	3.43	3.24	3.08
50	9.29	7.83	6.82	6.07	5.49	5.03	4.65	4.33	4.06	3.83	3.62	3.44
100	10.19	8.63	7.53	6.71	6.07	5.56	5.14	4.79	4.49	4.23	4.00	3.80

Tc = time in minutes. Values may exceed 60.

Precip. file name: F:\2016\1501-2000\016-1787\40-Design\Calcs\LDVP\Stormwater\HYDRAFLOW\gc-1 hour.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	3.00	3.77	0.00	0.00	5.55	6.56	0.00	8.18
SCS 6-Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-1st	1.41	0.00	0.00	0.00	2.61	3.08	0.00	3.84
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Culvert Hydraulic Calculations

Culvert Report

TWO 48-INCH PIPE NORTHWEST ONSITE CULVERT Q100=188 CFS

Invert Elev Dn (ft)	=	1211.50
Pipe Length (ft)	=	40.00
Slope (%)	=	2.00
Invert Elev Up (ft)	=	1212.30
Rise (in)	=	48.0
Shape	=	Circular
Span (in)	=	48.0
No. Barrels	=	2
n-Value	=	0.013
Culvert Type	=	Circular Culvert
Culvert Entrance	=	Smooth tapered inlet throat
Coeff. K,M,c,Y,k	=	0.534, 0.555, 0.0196, 0.9, 0.2

Embankment

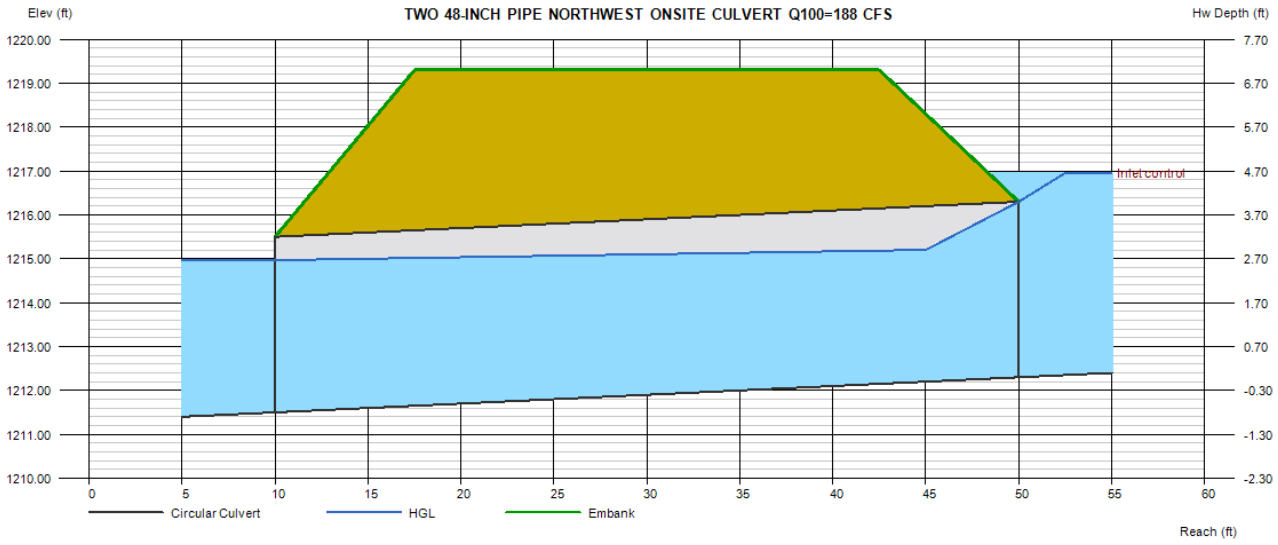
Top Elevation (ft)	=	1219.30
Top Width (ft)	=	25.00
Crest Width (ft)	=	10.00

Calculations

Qmin (cfs)	=	188.00
Qmax (cfs)	=	188.00
Tailwater Elev (ft)	=	(dc+D)/2

Highlighted

Qtotal (cfs)	=	188.00
Qpipe (cfs)	=	188.00
Qovertop (cfs)	=	0.00
Veloc Dn (ft/s)	=	8.12
Veloc Up (ft/s)	=	9.51
HGL Dn (ft)	=	1214.97
HGL Up (ft)	=	1215.24
Hw Elev (ft)	=	1216.96
Hw/D (ft)	=	1.16
Flow Regime	=	Inlet Control



Culvert Report

TWO 3'X7' RCB LONE PINE AVENUE CULVERT Q100=206 CFS

Invert Elev Dn (ft)	=	1203.87
Pipe Length (ft)	=	36.00
Slope (%)	=	0.50
Invert Elev Up (ft)	=	1204.05
Rise (in)	=	36.0
Shape	=	Box
Span (in)	=	84.0
No. Barrels	=	2
n-Value	=	0.013
Culvert Type	=	Flared Wingwalls
Culvert Entrance	=	30D to 75D wingwall flares
Coeff. K,M,c,Y,k	=	0.026, 1, 0.0347, 0.81, 0.4

Embankment

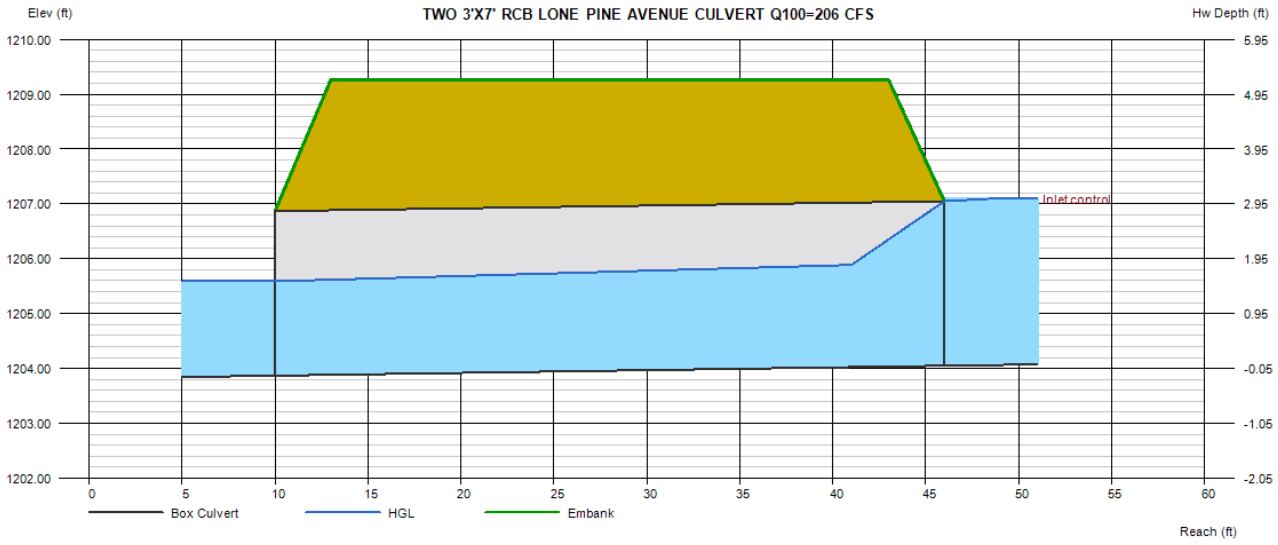
Top Elevation (ft)	=	1209.26
Top Width (ft)	=	30.00
Crest Width (ft)	=	30.00

Calculations

Qmin (cfs)	=	206.00
Qmax (cfs)	=	206.00
Tailwater Elev (ft)	=	Normal

Highlighted

Qtotal (cfs)	=	206.00
Qpipe (cfs)	=	206.00
Qovertop (cfs)	=	0.00
Veloc Dn (ft/s)	=	8.55
Veloc Up (ft/s)	=	7.80
HGL Dn (ft)	=	1205.59
HGL Up (ft)	=	1205.94
Hw Elev (ft)	=	1207.10
Hw/D (ft)	=	1.02
Flow Regime	=	Inlet Control



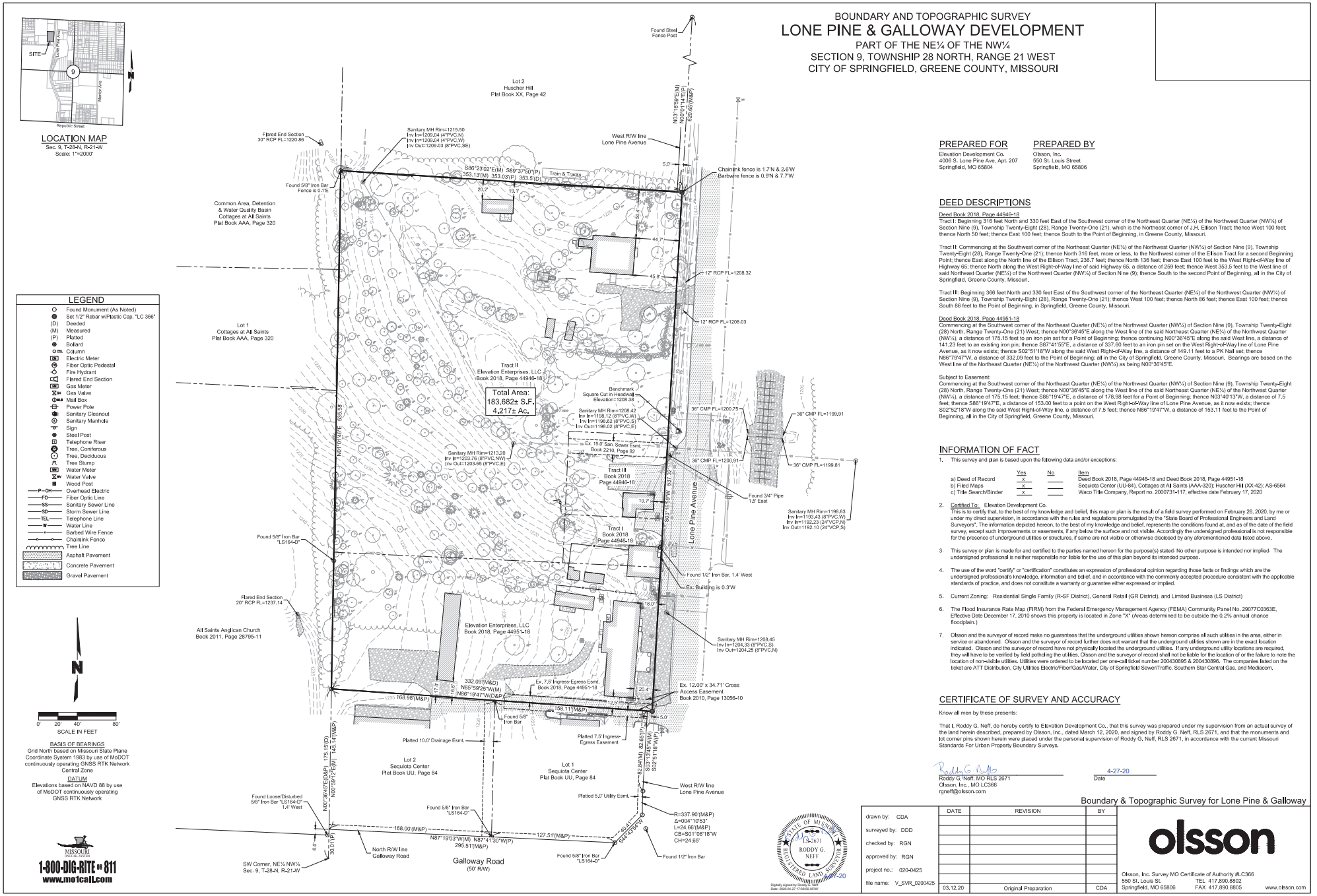
ELEVATION DEVELOPMENT CO SOLUTIONS
LONE PINE AND GALLOWAY

3535,3527,3521, and 3503 S. Lone Pine Ave
Springfield, MO 65804

June 18, 2020

Olsson Project No. 020-0425

Exhibit 12



PREPARED FOR

Elevation Development Co.
4006 S. Lone Pine Ave. Apt. 207
Springfield, MO 65804

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

DEED DESCRIPTIONS

Deed Book 2018, Page 44946-18

Tract I: Beginning 316 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21), which is the Northeast corner of J.H. Ellison Tract; thence West 100 feet; thence North 50 feet; thence East 100 feet; thence South to the Point of Beginning, in Greene County, Missouri.

Tract II: Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence North 316 feet, more or less, to the Northwest corner of the Ellison Tract for a second Beginning Point; thence East along the North line of the Ellison Tract, 236.7 feet; thence North 136 feet; thence East 100 feet to the West Right-of-Way line of Highway 65; thence North along the West Right-of-Way line of said Highway 65, a distance of 259 feet; thence West 353.5 feet to the West line of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9); thence South to the second Point of Beginning, all in the City of Springfield, Greene County, Missouri.

Tract III: Beginning 366 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence West 100 feet; thence North 86 feet; thence East 100 feet; thence South 86 feet to the Point of Beginning, in Springfield, Greene County, Missouri.

Deed Book 2018, Page 44951-18

Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), a distance of 175.15 feet to an iron pin set for a Point of Beginning; thence continuing N00°36'45"E along the said West line, a distance of 141.23 feet to an existing iron pin; thence S87°41'55"E, a distance of 337.60 feet to an iron pin set on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°51'18"W along the said West Right-of-Way line, a distance of 149.11 feet to a PK Nail set; thence N86°19'47"W, a distance of 332.09 feet to the Point of Beginning; all in the City of Springfield, Greene County, Missouri. Bearings are based on the West line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) as being N00°36'45"E.

Subject to Easement:
Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), a distance of 175.15 feet; thence S86°19'47"E, a distance of 178.88 feet for a Point of Beginning; thence N03°40'13"W, a distance of 7.5 feet; thence S86°19'47"E, a distance of 153.00 feet to a point on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°52'18"W along the said West Right-of-Way line, a distance of 7.5 feet; thence N86°19'47"W, a distance of 153.11 feet to the Point of Beginning, all in the City of Springfield, Greene County, Missouri.

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	x		Deed Book 2018, Page 44946-18 and Deed Book 2018, Page 44951-18
b) Filed Maps	x		Sequiota Center (UU-84), Cottages at All Saints (AAA-320); Huscher Hill (XX-42); AS-6564
c) Title Search/Binder	x		Waco Title Company, Report no. 2000731-117, effective date February 17, 2020

2. Certified To: Elevation Development Co.
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on February 26, 2020, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.

3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.

4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.

5. Current Zoning: Residential Single Family (R-SF District), General Retail (GR District), and Limited Business (LS District)

6. The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0363E. Effective Date December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)

7. Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket number 200430895 & 200430896. The companies listed on the ticket are ATT Distribution, City Utilities Electric/Fiber/Gas/Water, City of Springfield Sewer/Traffic, Southern Star Central Gas, and Mediacom.

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, Roddy G. Neff, do hereby certify to Elevation Development Co., that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated March 12, 2020, and signed by Roddy G. Neff, RLS 2671, and that the monuments and corner pins shown herein were placed under the personal supervision of Roddy G. Neff, RLS 2671, in accordance with the current Missouri Standards For Urban Property Boundary Surveys.

Roddy G. Neff, MO RLS 2671
Olsson, Inc., MO LC366
rgneff@olsson.com

4-27-20
Date

Boundary & Topographic Survey for Lone Pine & Galloway

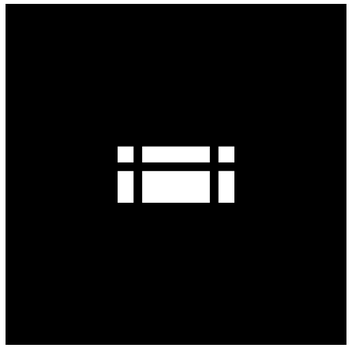
drawn by: CDA
surveyed by: DDD
checked by: RGN
approved by: RGN
project no.: 020-0425
file name: V_SVR_0200425

DATE	REVISION	BY
03.12.20	Original Preparation	CDA

olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

DWG: F:\2020\0001-0500\020-0425\40-Design\Survey\SRVY\Sheets\V_SVR_0200425.dwg
DATE: Mar 12, 2020 7:43am
USER: cornold
XREFS: V_XBNDY_0200425
V_XTOPO_0200425



Lone Pine Development - Concept Design Illustrations

We don’t have clients. ***We have relationships.***

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

view from Sequiota Park entry / exit drive

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

southeast street view of Treadway Building at Lone Pine Avenue

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

northwest sidewalk view of Treadway Building at Lone Pine Avenue

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



hdesigngroup

2020.07.10

Lone Pine Development - Concept Design Illustrations

southeast street view of Purple Shamrock + Sequiota Bike Shop along Lone Pine Avenue

© 2020 H DESIGN GROUP, LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.

2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

southeast street view of Two-Story Living along Lone Pine Avenue

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.



2020.07.10

hdesigngroup

Lone Pine Development - Concept Design Illustrations

east street view of Two-Story Living along Lone Pine Avenue

Lone Pine Development - Sequiota Park View Exhibit

We don’t have clients. ***We have relationships.***

© 2020 H DESIGN GROUP, LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park entry / exit drive

© 2020 H DESIGN GROUP, LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS ALL COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park parking lot

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





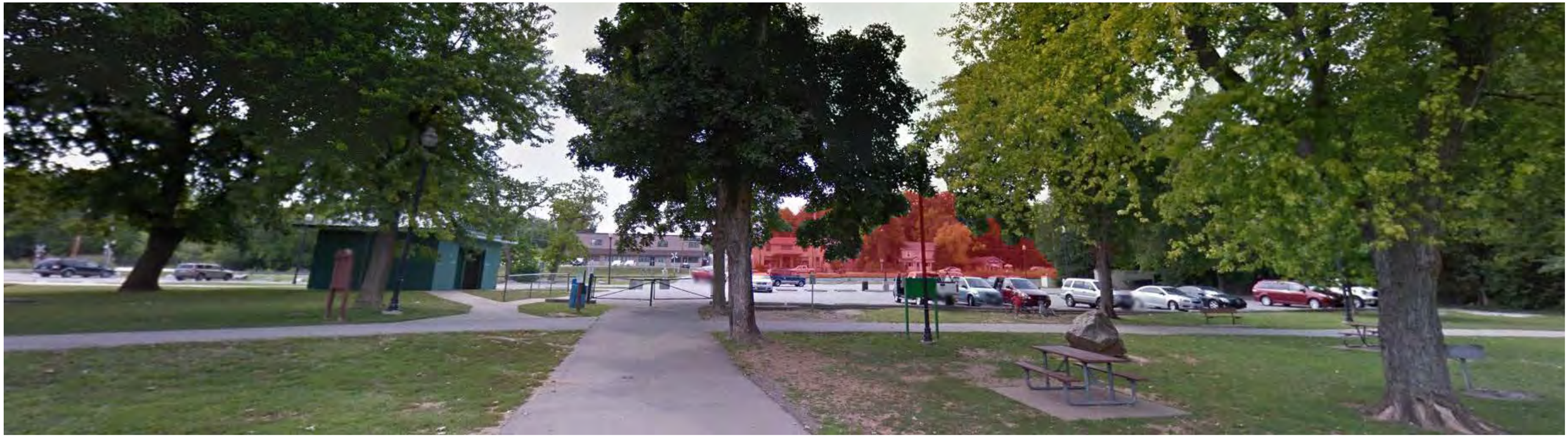
2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park parking lot

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from inside Sequiota Park - visible development in RED

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

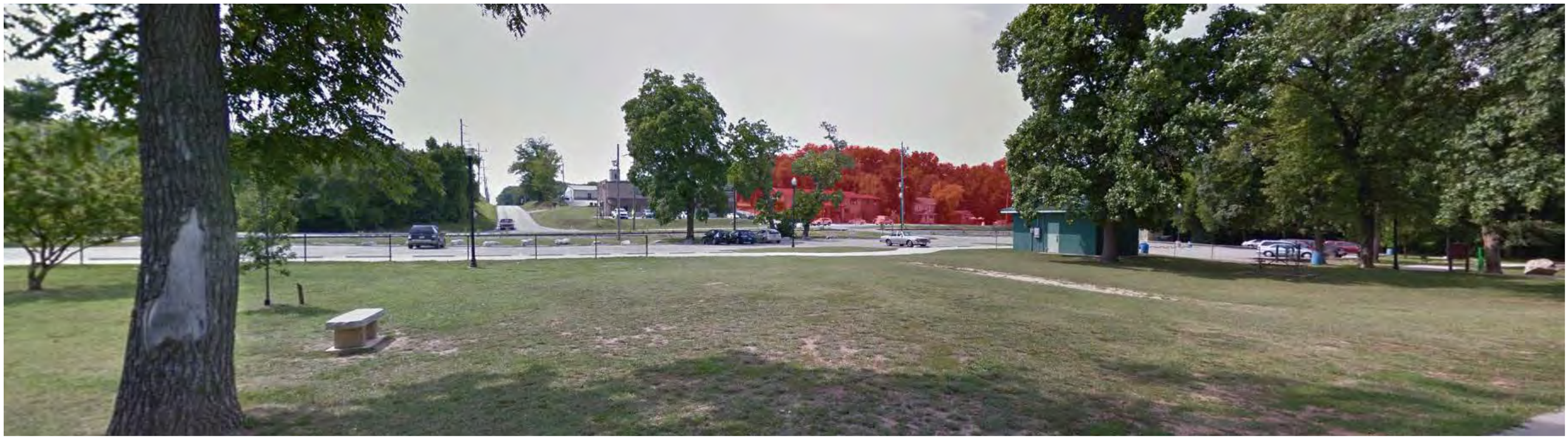
hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP, LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





hdesigngroup

2020.07.14

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

© 2020 H DESIGN GROUP LLC.
THIS DRAWING AND THE ARCHITECTURAL WORK REPRESENTED ARE OWNED BY H DESIGN GROUP LLC. COPYRIGHT INCLUDES THIS DRAWING AS WELL AS COMPONENTS OF THE CONCEPTUAL DESIGN. REPRODUCTION OF ANY KIND IS STRICTLY PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF H DESIGN GROUP, LLC.





2020.07.14

hdesigngroup

Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 11-24-20

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 293 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 46, 'Elections,' by repealing Section 46-6, 'Campaign Finance,' in its entirety.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

NOTE: Language deleted is ~~stricken~~.

Section 1 – The Springfield City Code, Chapter 46, 'Elections,' is hereby amended by repealing Section 46-6, 'Campaign Finance,' in its entirety, as follows:

~~Sec. 46-6. - Campaign finance.~~

~~(a) *Title; intent; definitions.*~~

~~(1) *Title.* This section may be cited as the Springfield Campaign Finance Ordinance.~~

~~(2) *Intent.* The city council finds and declares that in recent years the amount contributed by individuals to political action committees and in turn by these committees to candidates for seats on the city council has increased dramatically. The campaign finance laws of the state limit contributions to candidates by political committees provided the committee is an enduring entity. Committees established solely for the purpose of influencing a single election and which then terminate operations following that election may not be subject to the state law limitations, nor is there a state limitation on the total contributions that an individual can make in a calendar year. Contributions from these committees and to these committees by individuals have been on the increase in the city. The courts and various governmental entities have consistently found that large unregulated contributions can have corrupting influence, either actual or apparent, on government.~~

~~(3) *Definitions.* Words, terms or phrases used in this section shall be accorded the same meaning as in RSMo 130.011. The following terms, which are not~~

defined in RSMo 130.011, shall have the meaning designated in this subsection:

a. *Political committee* means any committee or group of two or more individuals or persons, including a continuing committee, which in any calendar year makes expenditures, whether independent or otherwise, or contributions to influence any city council candidate election which in the aggregate exceed $200.00. A political committee does not include a candidate committee or political party committee.

b. *Independent expenditure* means an expenditure for a communication by a person expressly advocating the election or defeat of a clearly identified candidate which is made without cooperation or consultation with any candidate, or any authorized committee or agent of such candidate, and which is not made in concert with or at the request or suggestion of any candidate, or any authorized committee or agent of such candidate. This provision shall be interpreted and applied in the same manner as the Federal Election Commission interprets and applies its comparable definition of "independent expenditure" at 11 CFR 100.16.

c. *Related committees* means two or more political committees that are established, maintained, financed or controlled by substantially the same person.

(b) *Applicability of state law.*

(1) *Campaign Finance Disclosure Law.* The contribution and expenditure limitations, disclosure and reporting requirements, together with all other applicable provisions, of the Missouri Campaign Finance Disclosure Law, RSMo Ch. 130, as amended from time to time, shall govern all city council elections.

(2) *Other state law.* The provisions of state law, as amended from time to time, relating to the qualifications of electors, the manner of voting, the duties of election officers and the form for ballots, the duties of the city clerk, notice of election, numbers of judges, duties, and appointments thereto, polling hours, canvass of the vote, and all other particulars in regard to the conduct of elections shall govern all city elections so far as such provisions are applicable.

(c) *Limitations on contributions and non-independent expenditures.*

(1) *Contributions to political committees (PACs).* No person shall make or receive contributions to any political committee or to any set of related committees which exceed in any calendar year the amount that person is permitted by state law to contribute per election to a candidate committee of an individual seeking election to an at-large seat on the city council. RSMo 130.032.1(5) currently provides that the maximum amount that can be

~~contributed to a candidate in an at-large election in the city is $500.00 per election, or a total of $1,000.00 if the maximum contribution is made for the primary and general election. For purposes of this subsection, any contribution made to a political committee in the calendar year preceding the calendar year in which the election is held is deemed to have been made in the calendar year in which the election is to be held.~~

~~(2) *Contributions and expenditures by non-continuing committees.* A political committee which is not a continuing committee shall be subject to the same contribution and expenditure limitations that apply to continuing committees under state law. RSMo 130.032.3 currently provides that the maximum amount that can be made by or accepted from a continuing committee for an at-large candidate in the city is $500.00 per election and for a zone council candidate $250.00 per election.~~

~~(3) *Limitations on contributions and expenditures per calendar year.* No individual shall make contributions to candidate committees of those seeking election to the city council and to political committees which in the aggregate exceed $5,000.00 in any calendar year. For purposes of this subsection, any contribution made to a candidate in the calendar year preceding the calendar year in which the election is to be held is deemed to have been made in the calendar year in which the election is to be held. If one or more unexpired terms are filled, the total amount that an individual can contribute under this subsection shall be increased by $1,000.00 for each unexpired term to fill an at-large city council seat and by $500.00 for each unexpired term to fill a zone council seat.~~

~~*(4) Independent expenditures.* The limitations on contributions and expenditures contained in this section do not apply to independent expenditures.~~

~~(d) *Registration and disclosure requirements for political committees.*~~

~~(1) *Registration.* All political committees shall file a statement of organization with the clerk of the city on a form prescribed by the clerk no later than ten days after becoming a political committee within the meaning of subsection (a)(3)a of this section.~~

~~(2) *Disclosure.* Any political committee not otherwise required by state law to file disclosure reports shall file disclosure reports with the clerk of the city on the forms provided in the same manner and subject to the same schedule as would pertain if the committee were a continuing committee. All such reports shall be available to the public upon request.~~

~~(e) *Penalties.*~~

~~(1) Any person who accepts or gives contributions or makes expenditures in violation of this section shall be subject to a penalty equal to the nonallowable contribution or expenditure and a fine of up to $500.00 to be~~

~~imposed by the municipal court upon conviction. A person who has received a nonallowable contribution shall not be guilty of violating this section if the contribution is returned within ten days after the contribution has been made. A person who has received or made a nonallowable contribution or expenditure shall not be guilty of violating this section if that person pays the finance director of the city a sum of money equal to the nonallowable contribution or expenditure as determined by the finance director within ten days after being notified of the violation of the nonallowable contribution or expenditure. The notification given by the finance director of the violation and all other reports filed with the city clerk shall be available to the public upon request. Any person who fails to file the required disclosure report with the city clerk shall be subject to a fine of up to $500.00 per day for each day the required disclosure report is delinquent.~~

~~(2) The penalty provisions of this section shall not apply to any contribution which violates provisions of RSMo 130.032.8, 130.071 or 130.072.~~

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

Approved for Council action: Jason A. Hayes, City Manager

EXPLANATION TO COUNCIL BILL 2020- 293

FILED: 11-24-20

ORIGINATING DEPARTMENT: Law

PURPOSE: To repeal the Springfield City Code, Chapter 46, 'Elections,' Section 46-6, 'Campaign Finance,' in its entirety.

BACKGROUND INFORMATION: This Council bill was requested by Councilman Ollis. Changes in state law have made two of the campaign finance contribution caps in Section 46-6 unenforceable because of the sections' references to a repealed state statute and developments in federal case law have made the other cap a violation of federal constitutional law and therefore unenforceable. The Plans and Policies Committee reviewed Section 46-6 and recommended an ordinance revising the section. However, that ordinance was not passed by City Council. This bill would repeal Section 46-6 to avoid confusion by the public and candidates for City Council about whether the City Code requires campaign finance caps. Any campaign finance contribution caps applicable to local elections in state law will apply to candidates for City Council.

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

One-rdg.
P. Hrngs.
Pgs. 3
Filed: 11-24-20

Sponsored by Hosmer

First Reading: Second Reading:
SUBSTITUTE 1
COUNCIL BILL 2020- 293 GENERAL ORDINANCE

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 46, 'Elections,' by repealing Section 46-6, 'Campaign Finance,' in its entirety and replacing it with a new Section 46-6.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

NOTE: Language to be added is underlined.

Section 1 – The Springfield City Code, Chapter 46, 'Elections,' is hereby amended by repealing Section 46-6, 'Campaign Finance,' in its entirety, and replacing it with a new Section 46-6, as follows:

Sec. 46-6. - Campaign finance.

(a) No person, entity, or committee, other than the candidate, shall make any contribution to a candidate committee, which will cause the total amount contributed by such person, entity, or committee to exceed the contribution limit for that office.

(b) No candidate, committee, entity, or person acting on behalf of a candidate or committee shall solicit or accept from any person, entity, or committee any contribution, which will cause the total amount contributed by such person in a City Election to exceed the contribution limit.

(c) Effective April 7, 2021, the contribution limit amount for each election cycle to elect an individual to the office of Mayor or City Councilmember is two thousand and six hundred dollars ($2,600.00). An election cycle means the period of time beginning one day after the most recent election for the office a candidate is seeking and ending the date of the election for that office.

(d) *Penalty.* Any person who makes, solicits, or accepts contributions or makes expenditures in violation of this section shall be subject to a fine of up to $500.00 to be imposed by the municipal court upon conviction.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO SUBSTITUTE 1 COUNCIL BILL 2020- 293

FILED: 11-24-20

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code, Chapter 46, 'Elections,' by repealing Section 46-6, 'Campaign Finance,' in its entirety and replacing it with a new Section 46-6.

BACKGROUND INFORMATION: Councilman Hosmer requested this substitute Council bill. Changes in state law have made two of the campaign finance contribution caps in Section 46-6 unenforceable because of the sections' references to a repealed state statute and developments in federal case law have made the other cap a violation of federal constitutional law and therefore unenforceable. The Plans and Policies Committee reviewed Section 46-6 and recommended an ordinance revising the section. However, that ordinance was not passed by City Council. Therefore, Councilman Ollis requested a bill to repeal Section 46-6 to avoid confusion by the public and candidates for City Council about whether the City Code requires campaign finance caps, and Councilman Hosmer requested this substitute bill, which repeals the prior Section 46-6 in its entirety but adopts a new Section 46-6 imposing a cap of $2,600 per election cycle on contributions to the candidate committee for candidates for the office of Mayor or Councilmember. The contribution cap would become effective April 7, 2021, which is the day after the next general municipal election.

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 11-24-20

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 294 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Green Corners, generally located at 4625 South Biloxi Avenue, upon the filing and recording of a final plat which substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

_____

WHEREAS, an original Preliminary Plat of Green Corners dated September 17, 2020, is on file in the Department of Planning and Development; and

WHEREAS, on November 5, 2020, the Planning and Zoning Commission approved the Preliminary Plat of Green Corners which is generally located at 4625 South Biloxi Avenue.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the dedication of public streets and easements as shown on the Preliminary Plat of Green Corners, which is generally located at 4625 South Biloxi Avenue, as approved by the Planning and Zoning Commission. The original plat of Green Corners is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B – Attachment 3" and all of "Exhibit B," including any and all attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on the Approved Preliminary plat, upon the filing and recording of a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall

substantially conform to the Approved Preliminary Plat, including those conditions described in “Exhibit B – Attachment 2” and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in “Exhibit B – Attachment 2” the City Clerk is hereby authorized to endorse City Council’s approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

Section 5 – This Ordinance shall be in full force and effect from and after its passage and is subject to Section 36-226 of the Land Development Code.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 - 294

FILED: 11-24-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Green Corners, generally located at 4625 South Biloxi Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Green Corners dated September 17, 2020, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."

B. The Planning and Zoning Commission held a public hearing on November 5, 2020, and approved the preliminary plat by a vote of 7 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

5. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low Density Housing. The subdivision divides the property in a way that will facilitate low density residential development which is consistent with the Comprehensive Plan. The Major Thoroughfare Plan classifies Amory Street as a Collector Street and Biloxi Avenue as a Collector street which support the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:

Jared Follin

Jared Follin, Associate Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Conditions of Plat Approval
Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – GREEN CORNERS
Planning and Zoning Commission – November 5, 2020

Preliminary Plat of Green Corners
4625 South Biloxi Avenue
Applicant: Robert Green

Mr. Hosmer stated that this is a request to approve a two-lot residential subdivision on 1.7 acres of property located at 4625 South Biloxi Avenue. The application is consistent with the Comprehensive Plan which identifies this property as appropriate for Low Density Housing. The property is zoned R-SF, Single Family Residential District. The Major Thoroughfare Plan classifies Amory Street as a Collector Street and Biloxi Avenue as a Collector street which supports the proposed land use. Approximately, 5 feet of additional right of way and sidewalks will be required to be constructed. The property is not located in a FEMA designated floodplain or in a stream buffer area. A fee in lieu of on-site stormwater detention is allowed. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. If Planning and Zoning Commission approves the preliminary plat, the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Michael Green, 4625 S. Biloxi Avenue, owner and wants to flip the lot to be able to build on the north and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** item Preliminary Plat of Green Corners (4625 South Biloxi Avenue). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Rose, Broekhoven, Cox, and Jobe. Nays: None. Abstain: None. Absent: Thomas and Shuler.



Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	NOVEMBER 5, 2020
CITY COUNCIL PUBLIC HEARING:	NOVEMBER 30, 2020



CASE NUMBER:
Preliminary Plat of Green Corners

LOCATION:
4625 South Biloxi Avenue

ACRES:
1.7 acres

EXISTING LAND USE:
Single-Family Residential

APPLICANT:
Robert Lee Green Trust

STAFF:
Jared Follin, 864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve preliminary plat with conditions as submitted in the staff report.

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot residential subdivision named “Green Corners” to facilitate development on the property.

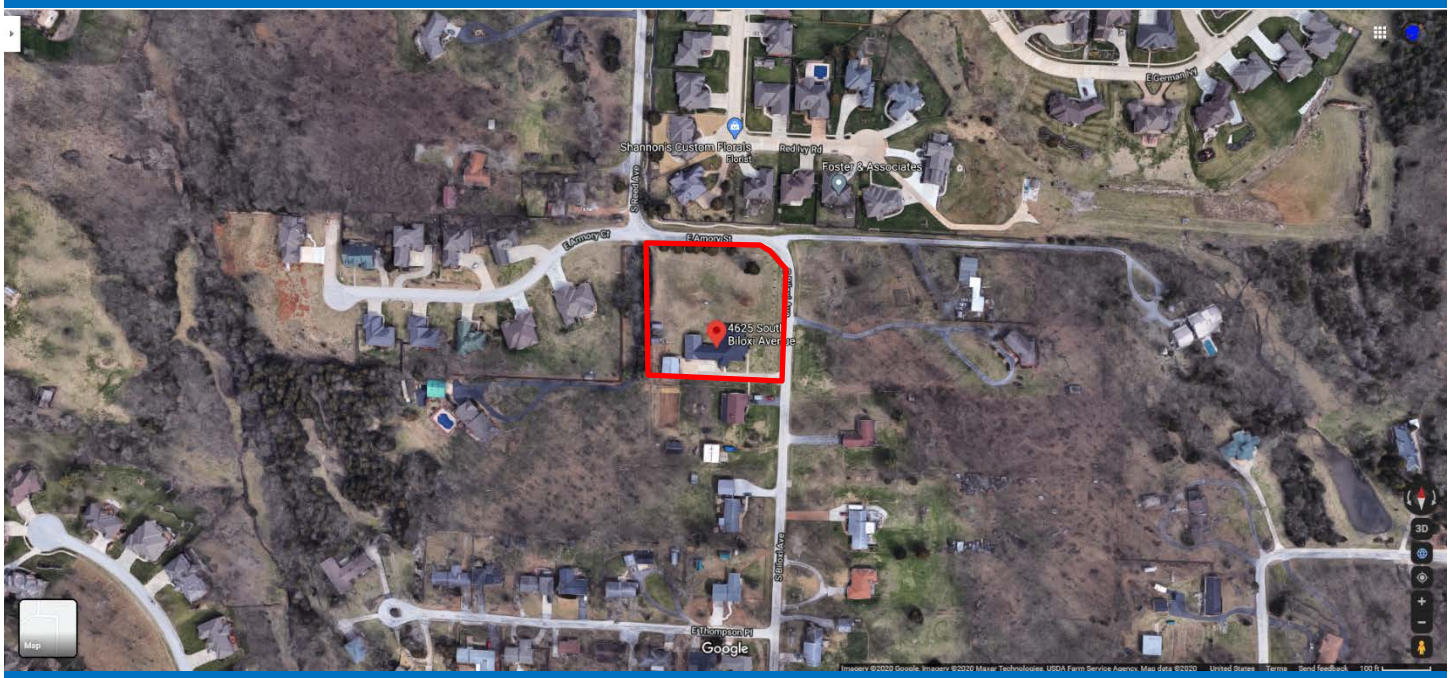
FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant’s proposal, with the conditions listed below, is consistent with the City’s *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Residential Single Family	Residential Single Family	Residential Single Family	Residential Single Family

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was annexed into the City in 1968 and has remained un-platted property.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Use Limitations	See Section 36-380(4)
Maximum Structure Height	When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Front Yard Setback	15 feet along local street
Side and Rear Setbacks	Side: Five feet or as required by Section 36-453, supplemental open space and yard regulations. Rear: Ten percent of the lot depth but may not be less than ten feet nor shall more than 20 feet be required.
Open Space Requirement	Not less than 30 percent of the total lot area shall be devoted to open space.
Design Requirements	See Section 36-380(7)

BULK PLANE	LANDSCAPING
N/A	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low Density Housing. The subdivision divides the property in a way that will facilitate low density residential development which is consistent with the Comprehensive Plan. The Major Thoroughfare Plan classifies Amory Street as a Collector Street and Biloxi Avenue as a Collector street which support the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 1.7 acres into a two-lot residential subdivision named “Green Corners” to facilitate development of the site.

2. The property is currently zoned R-SF, Single-Family Residential.

3. All proposed lots meet the requirements of the City’s Subdivision Regulations.

4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

5. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

CITY UTILITIES:
No issues with prelim plat. Elec/Gas/Water are available to proposed lot 2.

DEPARTMENT OF ENVIRONMENTAL SERVICES – SEWER ENGINEERING AND DEVELOPMENT COMMENTS:

Plat is approvable however the following issue needs to be addressed before the review is approved;

1. The property is in Sewer District 162 of Section 15 and is subject to a Sewer Extension Cost Recovery (SECR) fee. The original sewer tax bill #51150a was reduced by $12,447.69 by entering into a SECR agreement. If adding additional water meters by subdividing, an additional $4200 per water meter has to be collected for each additional water meter not to exceed the reduced amount. If only splitting the lot in two, the additional amount to be collected would be $4200. This additional SECR fee has to be paid as a condition of the lot split.
2. This can be paid by obtaining a sewer permit based on the current address and adding the lateral and cleanout. The $300 sewer impact permit fee could be deferred to when the building permit is issued. The $4200 SECR fee needs to be paid prior to approving the plat.

DEPARTMENT OF PUBLIC WORKS - TRAFFIC OPERATIONS DIVISION COMMENTS:

1. Additional right of way of 5 feet is shown.
2. Sidewalks will be required to be constructed or a fee in lieu of applied for and approved by ARC at the time of development.

DEPARTMENT OF PUBLIC WORKS - STORMWATER ENGINEERING DIVISION COMMENTS:

There are no issues with stormwater with proposed preliminary plat. When this becomes a final plat there is $750 stormwater fee that must be paid prior to approval of the final plat for the creation of a new residential lot.

DEPARTMENT OF PUBLIC WORKS - CONSTRUCTION INSPECTION

No review of preliminary plat. IF required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat. If allowed, a security (escrow) could be placed in lieu of construction of Public Improvements prior to approval of final plat. After PW plans and bids are approved and fees paid for the PW plans, if escrow or securities are desired, please see the link below to complete a Request to Secure Public Improvements Form. Securities are approved on a case by case and may be an amount different than the bid as required to protect the City. There is also a link to escrow checklist at the top of the Request to Secure Public Improvements which provides more information on the security process. Allowance of securities will be reviewed on a case by case basis. After bids are approved and fees are paid, securities will take a minimum of two weeks for approval after all correct documents are received. Please make sure to plan accordingly for this approval period. Please see the link to the application below: http://www.springfieldmo.gov/DocumentCenter/View/19 701 https://www.springfieldmo.gov/DocumentCenter/View/19702/Checklist-for-Escrow-Submittal-for-Public-Improvements?bidId=

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONS OF PLAT APPROVAL

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

5. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

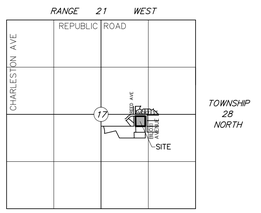
If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

ATTACHMENT 3

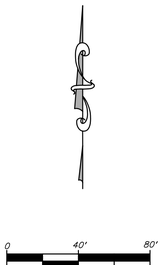
PRELIMINARY PLAT

GREEN CORNERS

A PART OF THE NW 1/4 OF THE SE 1/4 OF
SECTION 17, TOWNSHIP 28 NORTH, RANGE 21 WEST
SPRINGFIELD, GREENE COUNTY, MISSOURI



LOCATION SKETCH



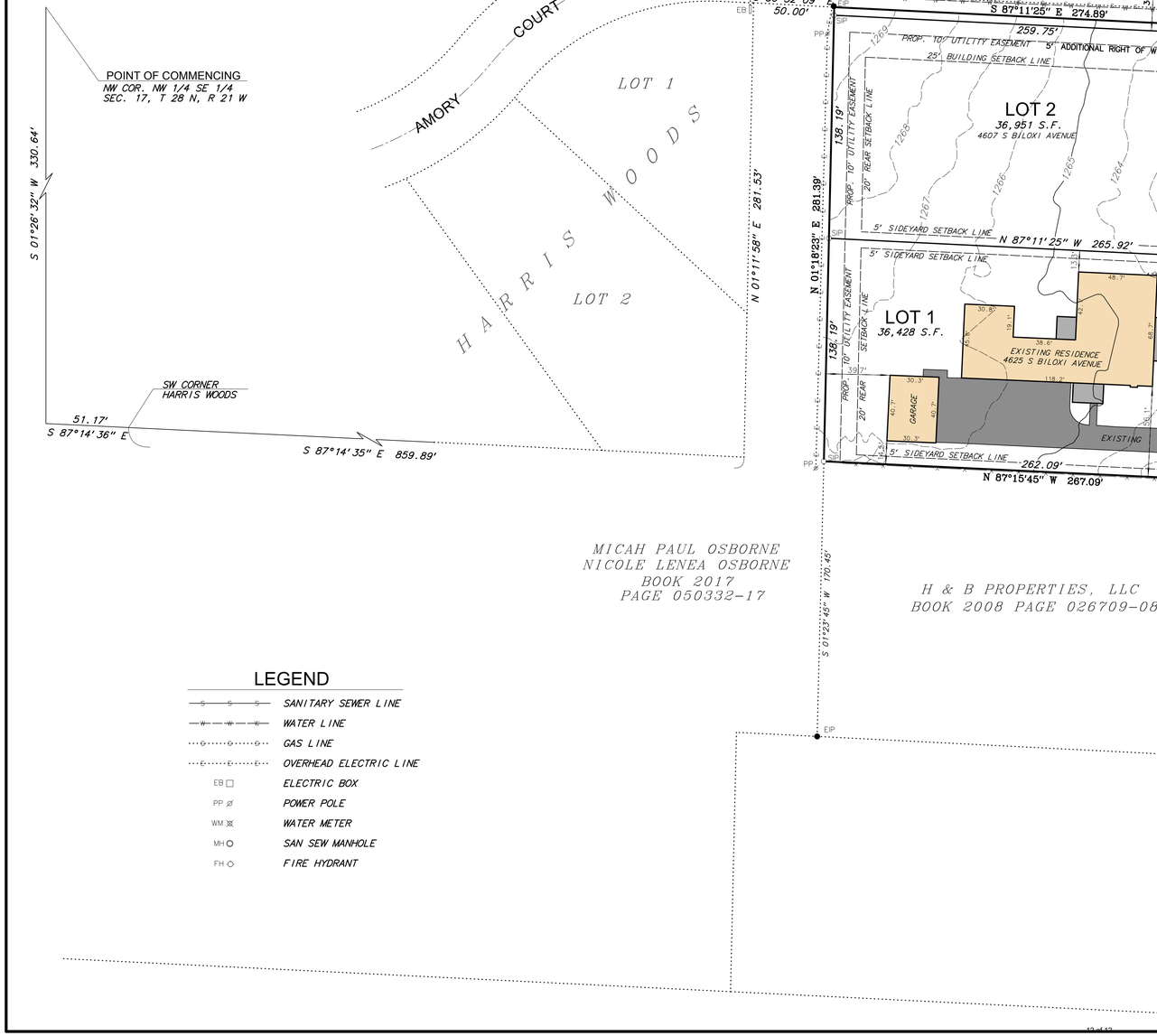
CONTOUR INTERVAL 1'

BASIS OF BEARINGS

GRID NORTH
MISSOURI COORDINATE
SYSTEM OF 1983
CENTRAL ZONE

BENCHMARK

Elevation Benchmarks: 091A
Intersection: Nature Center Way
Location: S. side of street in front of address 4217 car lot
Power Pole with light, AZ 280
91.3'; Power Pole, AZ 124, 86.1'
Storm drainage inlet, AZ 336, 23.0' Back curb,20.15'
Set By: Cith of Springfield
Northing: 475,370.07
Easting: 1,422,064.93
Elevation (feet): 1,295.82



PROPERTY DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 28 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN; THENCE SOUTH 01°26'32" WEST A DISTANCE OF 330.64 FEET; THENCE SOUTH 87°14'36" EAST A DISTANCE OF 51.17 FEET TO THE SOUTHWEST CORNER OF HARRIS WOODS, A SUBDIVISION RECORDED IN PLAT BOOK RR PAGE 88, GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH 87°14'35" EAST ALONG THE SOUTH LINE OF SAID HARRIS WOODS A DISTANCE OF 859.89 FEET TO THE SOUTHEAST CORNER OF LOT TWO (2) OF SAID HARRIS WOODS; THENCE NORTH 01°11'58" EAST ALONG THE EAST LINE OF SAID HARRIS WOODS A DISTANCE OF 281.53 FEET; THENCE SOUTH 86°52'09" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF AMORY STREET; THENCE SOUTH 87°11'25" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 274.89 FEET TO A POINT FOR CORNER, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF BILOXI AVENUE; THENCE SOUTH 02°53'41" WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 280.96 FEET TO A POINT FOR CORNER; THENCE NORTH 87°15'45" WEST A DISTANCE OF 267.09 FEET TO A POINT FOR CORNER; THENCE NORTH 01°18'23" EAST A DISTANCE OF 281.39 FEET TO THE POINT OF BEGINNING, AND CONTAINING 76,183 SQUARE FEET OR 1.7489 ACRE(S) OF LAND, MORE OR LESS, ALL BEING THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

General Notes:

Owner/Subdivider:
ROBERT LEE GREEN, TRUST
4625 S BILOXI AVENUE
SPRINGFIELD, MO 65804

CURRENT ZONING R-SF – RESIDENTIAL SINGLE-FAMILY DISTRICT

Source of Title: BOOK 2462 PAGE 1836

Total Area: 76,183 SQUARE FEET OR 1.74892 ACRES

Proposed Number of Lots: 2

This property does not lie in a designated flood plain as identified by F.E.M.A. community panel number 29077 C 0344 E Dated 12-17-2010.

No fences, plantings or obstructions other than mailboxes permitted within the limits of any right of way or drainage easement.

No structures are to be built between the right of way line and building setback line.

LOT 1 EXISTING IMPERVIOUS SURFACE

HOUSE & PORCHES	6,468 S.F.
GARAGE	1,234 S.F.
DRIVE & SDWK	5,416 S.F.
TOTAL	13,118 S.F.
LOT 1	36,428 S.F.
LOT 1	64% GREEN SPACE

LEGEND

- SANITARY SEWER LINE
- WATER LINE
- GAS LINE
- OVERHEAD ELECTRIC LINE
- EB ELECTRIC BOX
- PP POWER POLE
- WM WATER METER
- MH SAN SEW MANHOLE
- FH FIRE HYDRANT

KNOWN ALL MEN BY THESE PRESENTS:
THAT I, LAWRENCE E JANSEN LS 2385, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E. JANSEN L.S. 2385 IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, CHAPTER 36, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.AND I DID ATTEMPT TO MEET THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, AND THE STANDARDS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Lawrence E. Jansen 9-17-20
LAWRENCE E. JANSEN PLS 2385 — DATE

CLASS "URBAN" SURVEY

EIP ● -- EXISTING IRON PIN
SIP ○ -- SET IRON PIN
--X--X-- FENCELINE
P – PLAT DISTANCE
M – MEASURED DISTANCE
D– DEED DISTANCE

Job No.:	2009-003
Date Prepared:	9-17-2020
Drawn By:	LEJ
Checked By:	LEJ

STATE OF MISSOURI
LAWRENCE EUGENE JANSEN
NUMBER LS-2385
REGISTERED LAND SURVEYOR
9-17-20

GLOBAL
PRECISION SURVEYING, L.L.C.
P.O. BOX 790, REPUBLIC, MO 65738
PHONE (417) 883-0300 FAX (417) 883-0335
CERTIFICATE OF AUTHORITY
NUMBER LS-2010000563

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 11-24-20

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 295 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Kramer West 2nd Addition, generally located at 3638 West Division Street, upon the filing and recording of a final plat which substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

WHEREAS, an original Preliminary Plat of Kramer West 2nd Addition dated October 27, 2020, is on file in the Department of Planning and Development; and

WHEREAS, on November 5, 2020, the Planning and Zoning Commission approved the Preliminary Plat of Kramer West 2nd Addition which is generally located at 3638 West Division Street.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the dedication of public streets and easements as shown on the Preliminary Plat of Kramer West 2nd Addition, which is generally located at 3638 West Division Street, as approved by the Planning and Zoning Commission. The original plat of Kramer West 2nd Addition is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B – Attachment 3" and all of "Exhibit B," including any and all attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on the

Approved Preliminary Plat, upon the filing and recording of a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2" and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2" the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

Section 5 – This Ordinance shall be in full force and effect from and after its passage and is subject to Section 36-226 of the Land Development Code.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 - 295

FILED: 11-24-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Kramer West 2nd Addition, generally located at 3638 West Division Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Kramer West 2nd Addition dated October 27, 2020, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."

B. The Planning and Zoning Commission held a public hearing on November 5, 2020, and approved the preliminary plat by a vote of 7 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. The subdivision divides the property in a way that will facilitate industrial development which is consistent with the current zoning of the property. The Major Thoroughfare Plan classifies Division Street as a Primary Arterial which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:

Jared Follin

Jared Follin, Associate Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Zoning and Subdivision Staff Report

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Conditions of Plat Approval
Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – KRAMER WEST 2ND ADDITION
Planning and Zoning Commission – November 5, 2020

Preliminary Plat of Kramer West 2nd Addition
3638 West Division Street
Applicant: Kramer Enterprises Division, LLC

Mr. Hosmer stated that this is a request to approve a three-lot manufacturing subdivision on 12.45 acres of property located at 3638 West Division Street. The application is consistent with the Comprehensive Plan which identifies this property as appropriate for Medium Intensity Retail, Office or Housing. The property is currently zoned GM, General Manufacturing. The Transportation Plan classifies Division Street as a Primary Arterial roadway which supports the proposed land use. The property is not located in a FEMA designated floodplain or a stream buffer area. The existing detention will need to be shown in a common area. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. If Planning and Zoning Commission approves the preliminary plat, the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

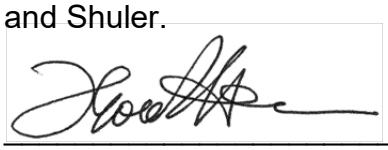
Mr. Aaron Hargrave, 3213 S. West Bypass, here to answer any questions.

Mr. Coltrin asked if the detention includes lot 2.

Mr. Hargrave stated that lot 2 is in the common area and there will be no additional development.

Mr. Doennig closed the public hearing.

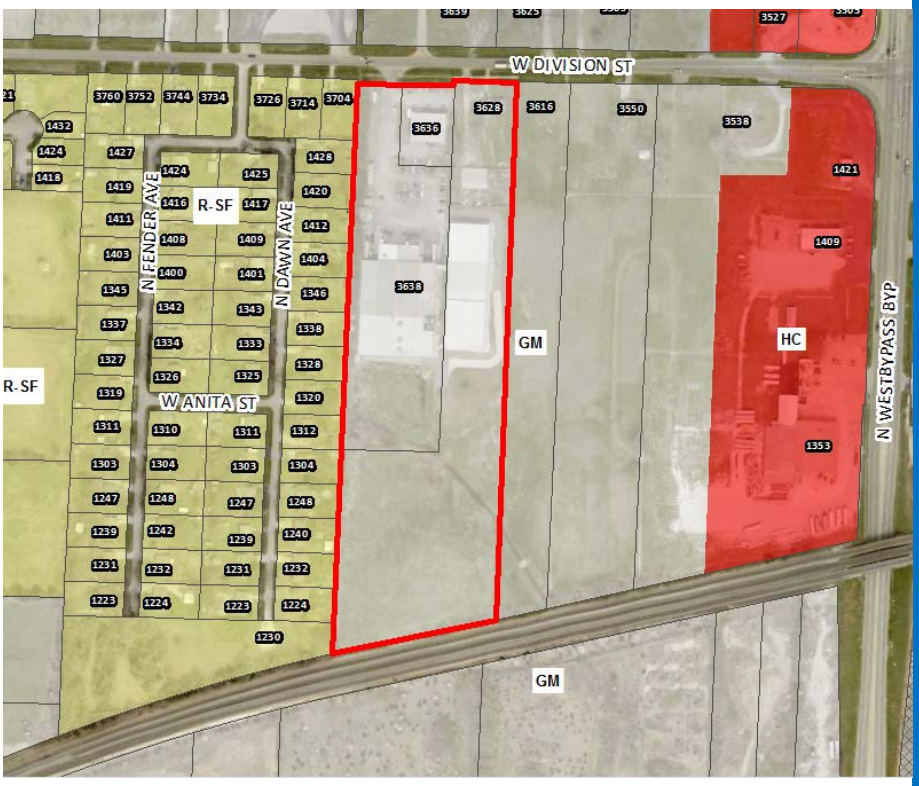
COMMISSION ACTION:
Ms. Cox motioned to **approve** item Preliminary Plat of Kramer West 2nd Addition (3638 West Division Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Rose, Broekhoven, Cox, and Jobe. Nays: None. Abstain: None. Absent: Thomas and Shuler.



Bob Hosmer, AICP
Planning Manager

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	NOVEMBER 5, 2020
CITY COUNCIL PUBLIC HEARING:	NOVEMBER 30, 2020



CASE NUMBER:
Preliminary Plat of Kramer West 2nd Addition

LOCATION:
3638 West Division Street

ACRES:
12.45 acres

EXISTING LAND USE:
Automobile service station

APPLICANT:
Kramer Enterprises Division, LLC

STAFF:
Jared Follin, 864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve preliminary plat with conditions as submitted in the staff report.

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a three-lot manufacturing subdivision named "Kramer West 2nd Addition" to facilitate development on the property.

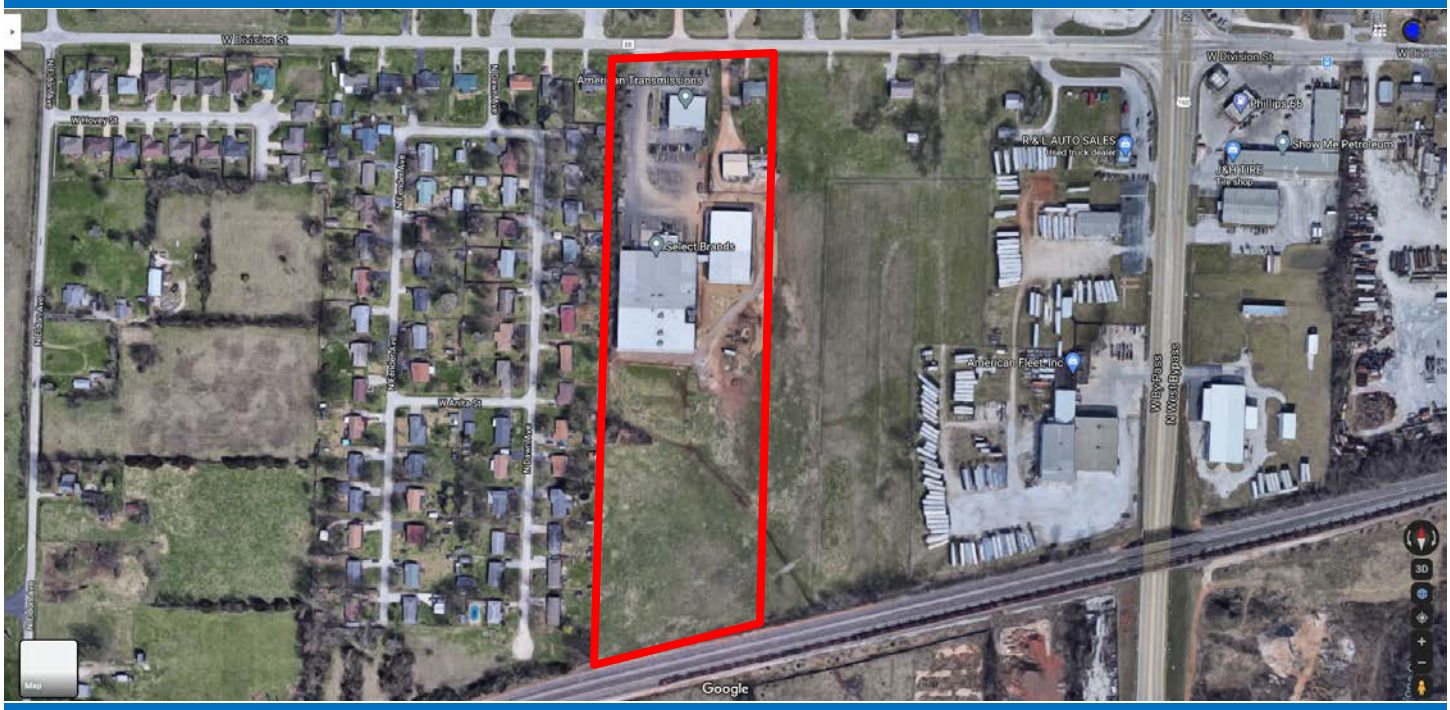
FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant's proposal, with the conditions listed below, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	GM	GM	R-SF
LAND USE	Vacant/Single Family Home	Vacant	Vacant	Residential Single Family

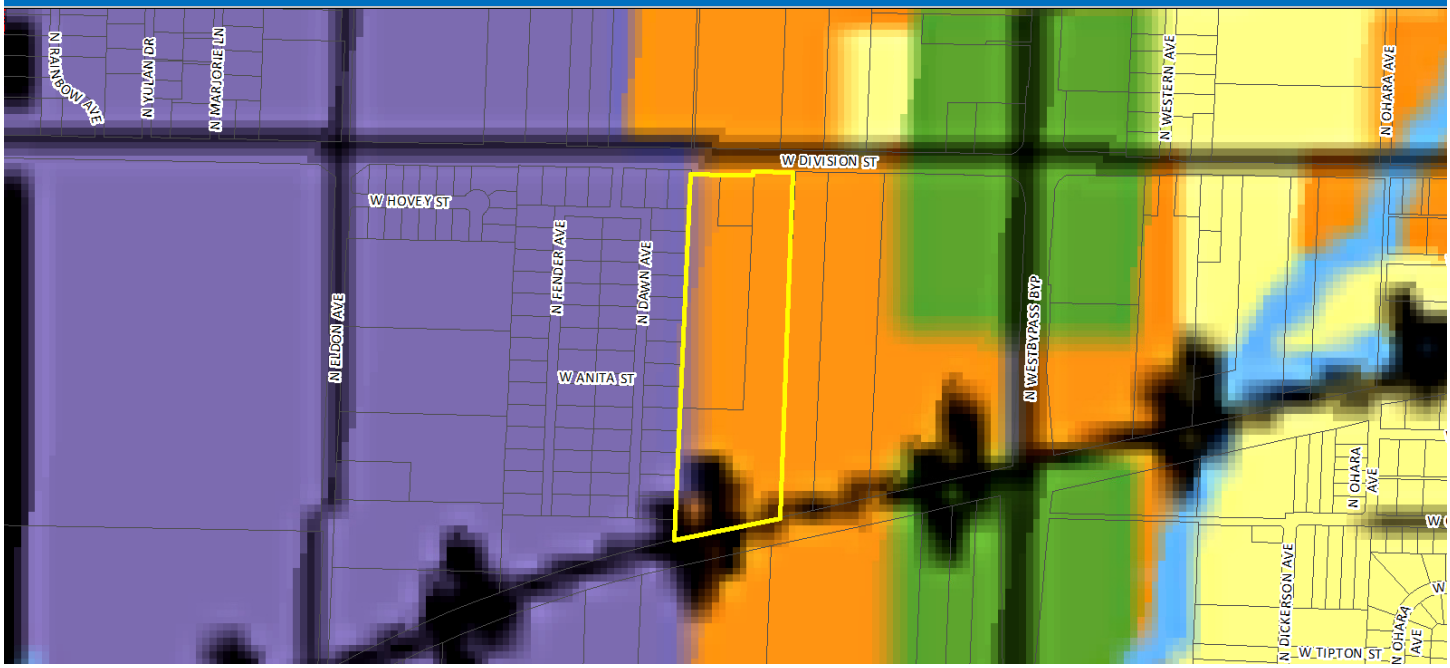
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was annexed into the City in 1968, a portion of which was subdivided in 2001.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR GENERAL MANUFACTURING
Use Limitations	See Section 36-432(4)
Maximum Structure Height	None
Front Yard Setback	If use is office, as a principle use, athletic club, fitness center, indoor sports facilities, and recording, television or radio stations, twenty-five feet along streets classified as a collector or higher, fifteen feet along street classified as a local street. All other uses have no front yard setback.
Side and Rear Setbacks	If use is office, as a principle use, athletic club, fitness center, indoor sports facilities, and recording, television or radio stations, ten feet or as required by section 36-453, supplemental open space and yard regulations. All other uses have no side or rear yard setback.
Open Space Requirement	If use is office, as a principle use, athletic club, fitness center, indoor sports facilities, and recording, television or radio stations, not less than 15 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 46-482(15).
Design Requirements	See Section 36-432(7)

BULK PLANE	LANDSCAPING
N/A	Whenever a development in a GM district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening and fencing, and 36-482, landscaping and bufferyards.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. The subdivision divides the property in a way that will facilitate industrial development which is consistent with the current zoning of the property. The Major Thoroughfare Plan classifies Division Street as a Primary Arterial which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately twelve acres into a three-lot subdivision named “Kramer West 2nd Addition” to facilitate development of the site.

2. The property is currently zoned GM, General Manufacturing District.

3. All proposed lots meet the requirements of the City’s Subdivision Regulations.

4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

5. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES
The fire resistance rating requirements for exterior walls based on the separation distance must be maintained between the two building on the property line per Table 602 of IBC 2018 Edition.

CITY UTILITIES:
No issues with prelim plat. Elec/Gas/Water available to
all lots shown.

CLEAN WATER SERVICES COMMENTS:
1. Preliminary Plat is acceptable however we have the following comments regarding the final plat;
2. Public improvement plans are required for the proposed sewer to serve lot 3. Plans must be approved and filed before the plat can be approved. Sewer must also be completed or escrowed before the plat can be approved. No objection to escrow of sewer extension.
3. Existing and proposed sanitary sewer easements shown are adequate.

FIRE DEPARTMENT COMMENTS:
Fire lanes must comply with 2018 IFC 503 & Appendix D.

PUBLIC WORKS TRAFFIC COMMENTS:
This portion of Division is under MoDOT jurisdiction. MoDOT should review and give comments.

PUBLIC WORKS STORMWATER COMMENTS:
No issues with preliminary plat but when this becomes a final plat the existing detention needs to be shown in a common area because it will not serve more than one lot.

PW TRANSPORTATION COMMENTS:
Approved, see Traffic's comments for any additional requirements.

PW CONSTRUCTION INSPECTION
No review of preliminary plat is required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat. If allowed, a security (escrow) could be placed in lieu of construction of Public Improvements prior to approval of final plat. After PW plans and bids are approved and fees paid for the PW plans, if escrow or securities are desired, please see the link below to complete a Request to Secure Public Improvements Form. Securities are approved on a case by case and may be an amount different than the bid as required to protect the City. There is also a link to escrow checklist at the top of the Request to Secure Public Improvements which provides more information on the security process. Allowance of securities will be reviewed on a case by case basis. After bids are approved and fees are paid, securities will take a minimum of two weeks for approval after all correct documents are received. Please make sure to plan accordingly for this approval period. Please see the link to the application below:

http://www.springfieldmo.gov/DocumentCenter/View/19701
https://www.springfieldmo.gov/DocumentCenter/View/19702/Checklist-for-Escrow-Submittal-for-PublicImprovements?bidId=
MODOT:
No comment

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONS OF PLAT APPROVAL

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

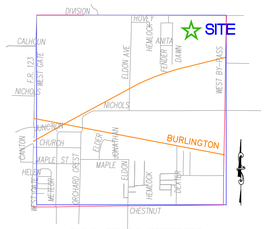
RECORDER'S SPACE

ATTACHMENT 3

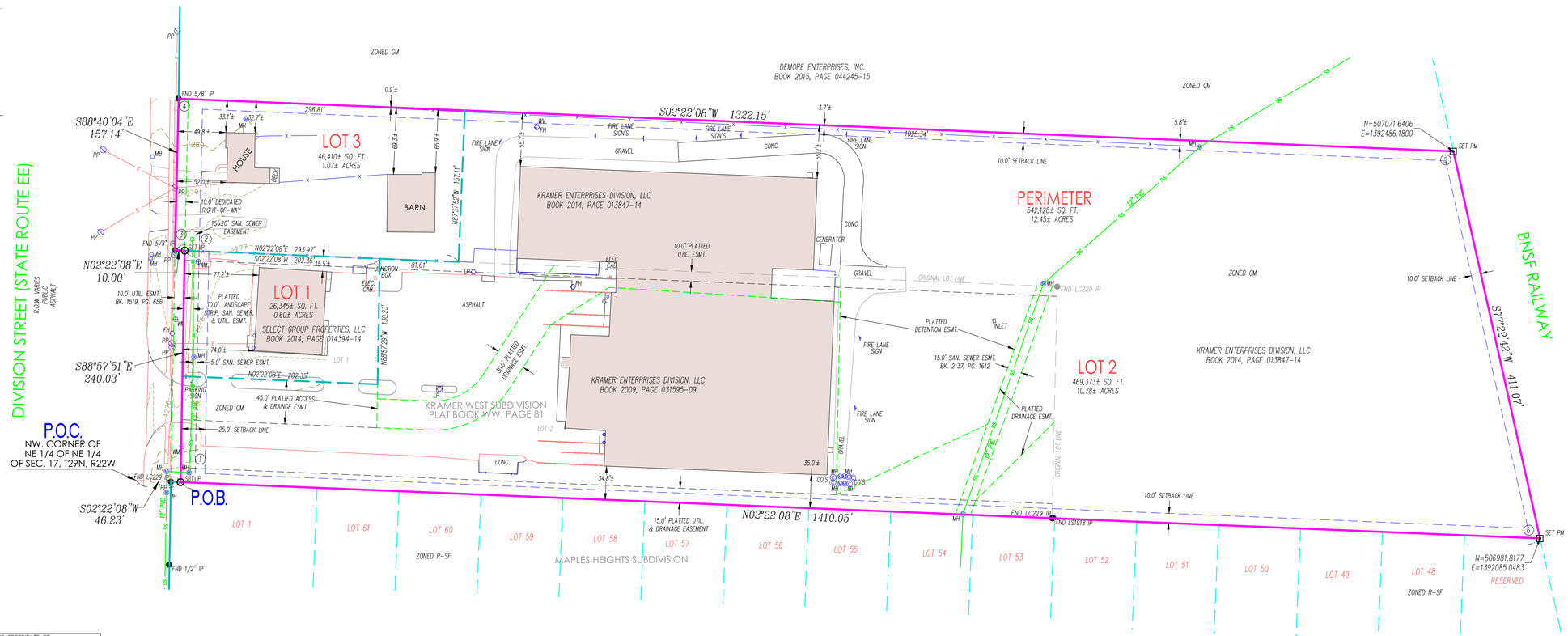
KRAMER WEST 2ND ADDITION

BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
PRELIMINARY PLAT

BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.



LOCATION SKETCH
SEC. 17, T29N, R22W
SCALE: 1"=2000'



PREPARED BY
KENT R. PETERSON, PLS
ANDERSON ENGINEERING, INC.
3213 S. WEST BYPASS
SPRINGFIELD, MO. 65807

OWNERS AND DEVELOPERS
SELECT GROUP PROPERTIES LLC
PO BOX 790
SPRINGFIELD, MO. 65801

KRAMER ENTERPRISES DIVISION LLC
789 N. MILLER ROAD
SPRINGFIELD, MO. 65802

INTERIOR ANGLES

1	91°19'58"
2	268°40'01"
3	91°02'13"
4	88°57'48"
5	104°59'26"
6	75°00'34"

SUM OF INTERIOR ANGLES
720°00'00"

STATE PLANE COORDINATE TIE MISSOURI COORDINATE SYSTEM 1983	
CONTROL STATION:	
GR-29	NORTHING = 156609.058 (M)
	EASTING = 424631.017 (M)
	GRID FACTOR = 0.9999470

COORDINATES EXPRESSED IN METERS, 2000 ADJUSTMENT.

UTILITY NOTE:
THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29077C0326E, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 17, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.

LEGEND OF SYMBOLS AND ABBREVIATIONS

(4)	INTERNAL ANGLE # (SEE TABLE)	WV	WATER VALVE
SS	SANITARY SEWER LINE	GV	GAS VALVE
E	OVERHEAD ELECTRIC	WM	WATER METER
G	GAS LINE	TR	TELEPHONE RISER
W	WATER LINE	ER	ELECTRIC RISER
UT	UNDERGROUND TELEPHONE	RD	ROOF DRAIN
UE	UNDERGROUND ELECTRIC	TRANS	TRANSFORMER PAD
X	FENCE LINE	MH	SANITARY MANHOLE
	FIRE HYDRANT	RWM	RIGHT-OF-WAY MARKER
LP	LIGHT POLE	IP	FOUND IRON PIN
P.O.C.	POINT OF COMMENCEMENT	IP	SET IRON PIN
		P.O.B.	POINT OF BEGINNING
			GROUND LIGHT
		SET PM	PERMANENT MONUMENT
			KEY NOTES

LINE LABELS: MEASURED 100' M; DEED 100' D; RECORD 100' R

NOTES

LOT SIZE
SMALLEST – LOT 1 = 26,345± SQ. FT.
LARGEST – LOT 2 = 469,373± SQ. FT.
TOTAL SQUARE FOOTAGE OF DEVELOPMENT = 542,128± SQ. FT.
TOTAL ACREAGE OF DEVELOPMENT = 12.45± ACRES
TOTAL NUMBER OF LOTS =3
DATE OF PRELIMINARY PLAT APPROVAL =

DIVISION STREET IS CLASSIFIED AS A PRIMARY ARTERIAL.

METERS TO U.S. FEET CONVERSION 3.28083333 "GRID".

MAINTENANCE OF ANY AREA REFERRED TO AS DRAINAGE EASEMENT OR DRAINAGE DETENTION IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

INSTALLATION OF IRON PINS ON ALL LOT CORNERS WILL BE COMPLETED UPON COMPLETION OF UTILITIES INSTALLATIONS.

THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDING IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUN-OFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUN-OFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.

ZONING DATA

SUBJECT PROPERTY IS ZONED GM (GENERAL MANUFACTURING DISTRICT).

MINIMUM YARD REQUIREMENTS:
FRONT YARD:
OFFICES, AS A PRINCIPAL USE, ATHLETIC CLUBS, FITNESS CENTERS, INDOOR SPORTS FACILITIES AND RECORDING, TELEVISION AND RADIO STUDIOS:
1. *25 FEET ALONG A STREET CLASSIFIED AS A COLLECTOR OR HIGHER CLASSIFICATION STREET OR AS REQUIRED BY SECTION 36-453.*
2. *15 FEET ALONG A STREET CLASSIFIED AS A LOCAL STREET OR AS REQUIRED BY SECTION 36-453.*
3. *THE FRONT YARD SETBACK MAY BE REDUCED BELOW THE MINIMUM REQUIRED ABOVE IF A CONDITIONAL USE PERMIT IS APPROVED IN ACCORDANCE WITH SECTION 36-363.*

ALL OTHER USES: NONE

SIDE YARD:
OFFICES, AS A PRINCIPAL USE, ATHLETIC CLUBS, FITNESS CENTERS, INDOOR SPORTS FACILITIES AND RECORDING, TELEVISION AND RADIO STUDIOS: 10 FEET OR AS REQUIRED BY SECTION 36-453.

ALL OTHER USES: NONE

REAR YARD:
OFFICES, AS A PRINCIPAL USE, ATHLETIC CLUBS, FITNESS CENTERS, INDOOR SPORTS FACILITIES AND RECORDING, TELEVISION AND RADIO STUDIOS: 10 FEET.

ALL OTHER USES: NONE

HOWEVER, IN NO EVENT MAY A STRUCTURE BE ERECTED CLOSER TO THE CENTERLINE OF AN EXISTING OR PLANNED STREET THAN AS PRESCRIBED BELOW, EXCEPT AS PERMITTED BY SUBSECTION 36-303(17)(b) AND SUBSECTION 36-303(17)(d).

STREET CLASSIFICATION	REQUIRED SETBACK FROM RIGHT-OF-WAY CENTER LINE
PRIMARY ARTERIAL	50 FEET PLUS REQUIRED YARD SETBACK

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED_____, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF _____ , A LIMITED LIABILITY COMPANY OF THE STATE OF _____, AND THAT SAID DOCUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS _____ AND SAID _____ ACKNOWLEDGED SAID DOCUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

"NOTARY SEAL"

NOTARY PUBLIC: _____

PRINT NAME: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED_____, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF _____ , A LIMITED LIABILITY COMPANY OF THE STATE OF _____, AND THAT SAID DOCUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS _____ AND SAID _____ ACKNOWLEDGED SAID DOCUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

"NOTARY SEAL"

NOTARY PUBLIC: _____

PRINT NAME: _____

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, ANITA COTTER, CITY CLERK OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THIS PLAT OF WESTGATE SUBDIVISION WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE COUNCIL OF SAID CITY OF SPRINGFIELD AND APPROVED BY SPECIAL ORDINANCE NO. _____ ON THE _____ DAY OF _____ 20____.

_____
ANITA J. COTTER, CITY CLERK

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION

APPROVED THE _____ DAY OF _____ 20____ BY THE PLANNING AND ZONING COMMISSION OF SPRINGFIELD, MISSOURI.

_____
MARY LILLY SMITH, DIRECTOR OF PLANNING AND DEVELOPMENT

SURVEY DESCRIPTION

A TRACT OF LAND AS LYING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 22 WEST, AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2009, PAGE 031595-09, BOOK 2014, PAGE 013847-14 AND BOOK 2014, PAGE 014394-14 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE SOUTH 02°22'08" WEST, 46.23 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY OF DIVISION STREET SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING COURSES, SOUTH 88°57'51" EAST, 240.03 FEET; THENCE NORTH 02°22'08" EAST, 10.00 FEET; THENCE SOUTH 88°40'04" EAST, 157.14 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 02°22'08" WEST, 1322.15 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF BNSF RAILWAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 77°22'42" WEST, 411.07 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY, NORTH 02°22'08" EAST, 1410.05 FEET TO THE POINT OF BEGINNING. CONTAINING 12.45 ACRES, MORE OR LESS. ALL LYING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 22 WEST, SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2002.

EXECUTION AND DEDICATION OF PLAT

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN, RIGHTS-OF-WAY, LIMITS OF NO ACCESS AND UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC AS SHOWN HEREON. ALL PRIVATE RIGHTS-OF-WAY AREA DEDICATED AS PERMANENT UTILITY EASEMENTS AS SHOWN HEREON. IN WITNESS WHEREOF, _____ _____ , AUTHORIZED REPRESENTATIVE OF _____, WE ARE THE SOLE OWNERS OF THE PROPERTY SHOWN HEREON HAVE HEREUNTO SET MY HAND, THIS____DAY OF _____ 20____.

_____ _____
DATE OF EXECUTION

_____ _____
DATE OF EXECUTION

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, KENT R. PETERSON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, PREPARED BY ANDERSON ENGINEERING, INC. DATED SEPTEMBER 18, 2020 AND SIGNED BY KENT R. PETERSON, PLS NO. 2659 AND THAT THE MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE SUPERVISION OF KENT R. PETERSON, PLS NO. 2659 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. DATE OF LAST REVISION OCTOBER 27, 2020.

ANDERSON ENGINEERING, INC. LC 62 BY:

STATE OF MISSOURI
KENT R. PETERSON
NUMBER LS-2659
PROFESSIONAL LAND SURVEYOR

_____ *10-27-2020*
KENT R. PETERSON, PLS NO. 2659 *DATE PREPARED*

COA #000062

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

3213 S. WEST BYPASS
SPRINGFIELD, MISSOURI 65807
PHONE (417) 866-2741
FAX (417) 866-2778

FIELD: JM	DATE: 9-18-2020
DRAWN: BAC	FIELD BK:
CHECKED: KP	JOB NO: 20SP10157

WB 111-544
SHT. 1 OF 1 REV. __

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 11-24-20

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 296 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Scott-Farmer Addition, generally located at 1633 West Scott Street, upon the filing and recording of a final plat which substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

WHEREAS, an original Preliminary Plat of Scott-Farmer Addition dated September 1, 2020, is on file in the Department of Planning and Development; and

WHEREAS, on November 5, 2020, the Planning and Zoning Commission approved the Preliminary Plat of Scott-Farmer Addition which is generally located at 1633 West Scott Street.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the dedication of public streets and easements as shown on the Preliminary Plat of Scott-Farmer Addition, which is generally located at 1633 West Scott Street, as approved by the Planning and Zoning Commission. The original plat of Scott-Farmer Addition is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B – Attachment 3" and all of "Exhibit B," including any and all attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on the

Approved Preliminary Plat, upon the filing and recording of a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2" and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2" the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

Section 5 – This Ordinance shall be in full force and effect from and after its passage and is subject to Section 36-226 of the Land Development Code.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 - 296

FILED: 11-24-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Scott-Farmer Addition, generally located at 1633 West Scott Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Scott-Farmer Addition dated September 1, 2020, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."

B. The Planning and Zoning Commission held a public hearing on November 5, 2020, and approved the preliminary plat by a vote of 7 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

5. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low Density Housing. The subdivision divides the property in a way that will facilitate low density residential development which is consistent with the Comprehensive Plan. The Major Thoroughfare Plan classifies Scott Street as a Local Street and Farmer Avenue has a Local street which support the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:

Jared Follin

Jared Follin, Associate Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Zoning and Subdivision Staff Report

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Conditions of Plat Approval
Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – SCOTT-FARMER ADDITION
Planning and Zoning Commission – November 5, 2020

Preliminary Plat of Scott-Farmer Addition
1633 West Scott Street
Applicant: RAL Property Management, LLC

Mr. Hosmer stated that this is a request to approve a two-lot residential subdivision on 0.39 acres of property located at 1633 West Scott Street. The application is consistent with the Comprehensive Plan which identifies this property as appropriate for Low Density Housing. The property is zoned R-SF, Single Family Residential District. The Transportation Plan classifies Scott Street as a Local Street and Farmer Avenue has a Local street which support the proposed land use. Sidewalk is required to be constructed along the entire length on Farmer Avenue and approximately 9 feet of additional right-of-way needs to be dedicated along Farmer Avenue, as well as a 10-foot by 10-foot right-of way sight triangle at the corner of Scott and Farmer. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention is allowed. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. If Planning and Zoning Commission approves the preliminary plat, the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Randy Lopez, owner of the property and is currently renovating the property by adding additional Residential Single Family and believes there is enough space.

Mr. David McDonald, citizen, neighbor to the addition and noted that a house across from the proposed addition just burned and see problems in the area and believes it is not appropriate at this time and would like for the burned houses to be replaced and taken care of before any new development.

Mr. Clayton Lamb, 1701 W. Scott, noted that the sidewalk in this area have homeless sleeping on them and since they installed the sidewalk's he has had flooding problems. He also notes that any additional rental property will cause the neighborhood to continue to decline and that the houses are not maintained.

Mr. Doennig closed the public hearing.

Ms. Cox asked if this is a zoning change.

Mr. Hosmer noted that it is a different process and that the administrative standards

meets that section of the code.

COMMISSION ACTION:
Mr. Jobe motioned to **approve** item Preliminary Plat of Scott-Farmer Addition (1633 West Scott Street). Mr. Rose seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Rose, Broekhoven, Cox, and Jobe. Nays: None. Abstain: None. Absent: Thomas and Shuler.



Bob Hosmer, AICP
Planning Manager

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	NOVEMBER 5, 2020
CITY COUNCIL PUBLIC HEARING:	NOVEMBER 30, 2020



CASE NUMBER:
Preliminary Plat of Scott-Farmer Addition

LOCATION:
1633 West Scott Street

ACRES:
0.3910 acres

EXISTING LAND USE:
Single-Family Residential

APPLICANT:
RAL Property Management LLC

STAFF:
Jared Follin, 864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve preliminary plat with conditions as submitted in the staff report.

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot residential subdivision named “Scott-Farmer Addition” to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant’s proposal, with the conditions listed below, is consistent with the City’s *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Residential Single Family	Residential Single Family	Residential Single Family	Residential Single Family

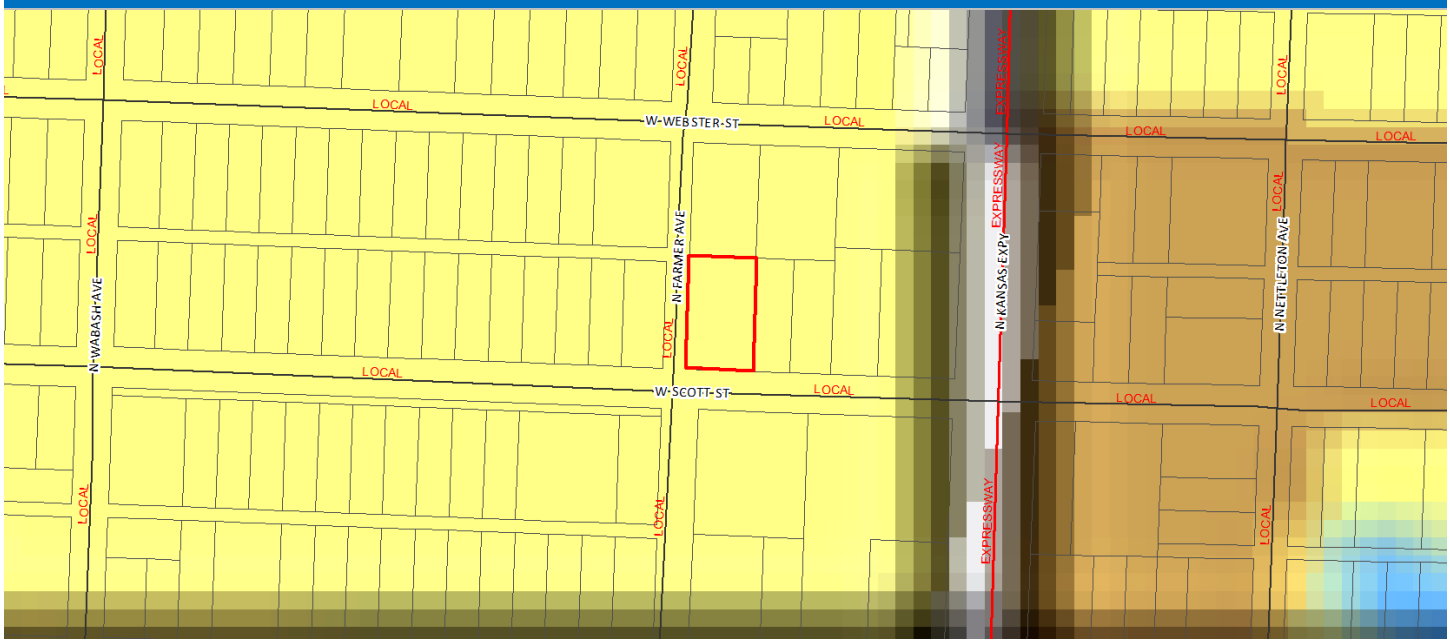
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was annexed into the City in 1926 and has remained un-platted property.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Use Limitations	See Section 36-380(4)
Maximum Structure Height	When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Front Yard Setback	15 feet along local street
Side and Rear Setbacks	Side: Five feet or as required by Section 36-453, supplemental open space and yard regulations. Rear: Ten percent of the lot depth but may not be less than ten feet nor shall more than 20 feet be required.
Open Space Requirement	Not less than 30 percent of the total lot area shall be devoted to open space.
Design Requirements	See Section 36-380(7)

BULK PLANE	LANDSCAPING
N/A	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low Density Housing. The subdivision divides the property in a way that will facilitate low density residential development which is consistent with the Comprehensive Plan. The Major Thoroughfare Plan classifies Scott Street as a Local Street and Farmer Avenue has a Local street which support the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 0.4 acres into a two-lot subdivision named “Scott-Farmer Addition” to facilitate development of the site.

2. The property is currently zoned R-SF, Single-Family Residential District.

3. All proposed lots meet the requirements of the City’s Subdivision Regulations.

4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

5. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

CITY UTILITIES:
Water Main (and Gas, if desired) Extension from Scott St will be required to provide service to Proposed lot 2. This will need to be done prior to final plat being approved. Some Electric Line work may be required to serve Proposed lot 2. Please add 10 ft utility easement along east side of proposed new ROW line of Farmer Ave along the entire Farmer frontage. This can be done on the final plat.

DEPARTMENT OF ENVIRONMENTAL SERVICES – SEWER ENGINEERING AND DEVELOMPENT COMMENTS:
The Preliminary Plat is approvable. The sewer lateral for the existing house will need to be relocated before the final plat can be approved

DEPARTMENT OF PUBLIC WORKS – TRAFFIC OPERATIONS DIVISION COMMENTS:
1. Sidewalk is required to be constructed along the entire length of the property frontage on N. Farmer Avenue, or a fee paid in-lieu-of sidewalk construction, which must first be approved by ARC and fees paid, prior to issuance of a building permit.
2. Approximately 9 feet of additional right-of-way needs to be dedicated along the entire length of property frontage on N. Farmer Avenue, as well as a 10-foot by 10-foot right-of way sight triangle at the corner of Scott and Farmer. The sight triangle is shown and 20 feet of additional right of way is shown on the plat.

DEPARTMENT OF PUBLIC WORKS - STORMWATER ENGINEERING DIVISION COMMENTS:
There is no issue with stormwater with preliminary plat. When this becomes a final plat there is a $750 stormwater fee that must be paid prior to approval.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONS OF PLAT APPROVAL

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

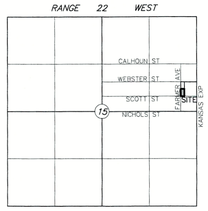
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

5. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



LOCATION SKETCH

CONTOUR INTERVAL 1'

0 20' 40'

10' SCALE 1" = 20'

BASIS OF BEARINGS

GRID NORTH
MISSOURI COORDINATE SYSTEM OF 1983
CENTRAL ZONE

BENCHMARK

Elevation Benchmarks: 136
Intersection: Kansas Expressway @ Nichols
Location: S.W. Quadrant;
Power Pole; AZ 190, 47.8';
House Corner; AZ 288, 33.4';
Light Pole; AZ 6, 13.6'
Set By: City of Springfield
Northing: 505,372.72
Easting: 1,403,953.14
Elevation (feet): 1,295.63

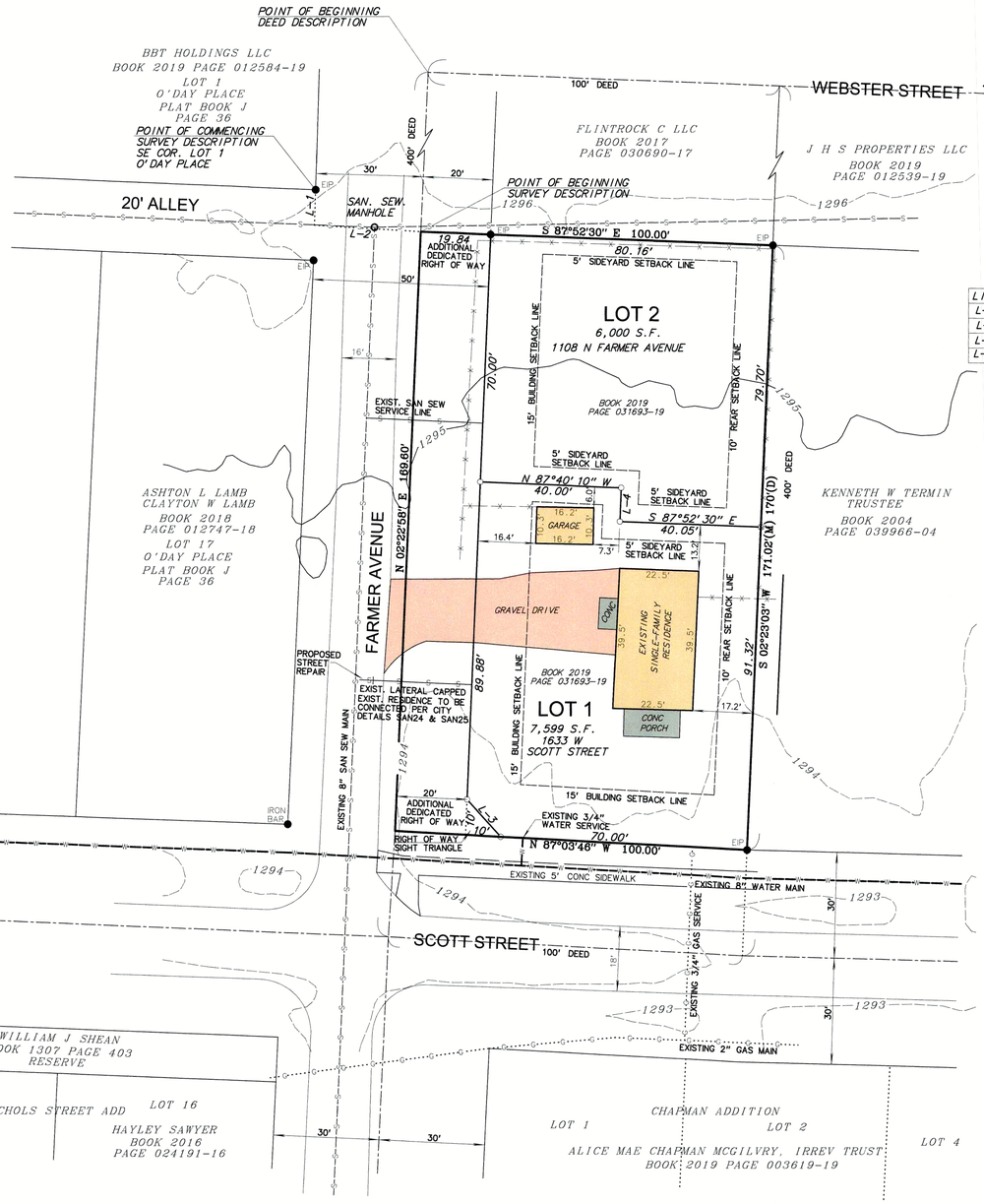
PRELIMINARY PLAT

SCOTT-FARMER ADDITION

A PART OF THE SE 1/4 OF THE NE 1/4 OF
SECTION 15, TOWNSHIP 29 NORTH, RANGE 22 WEST
SPRINGFIELD, GREENE COUNTY, MISSOURI

OWNER & DEVELOPER

RAL PROPERTY MANAGEMENT LLC
RANDY LOPEZ
1031 W PACIFIC STREET
SPRINGFIELD, MO 65803



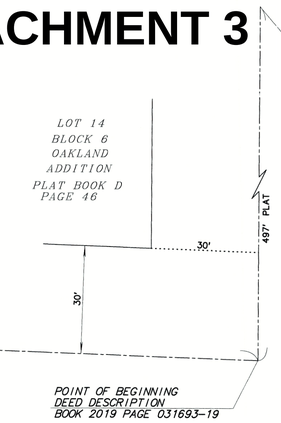
LOT 1 EXISTING IMPERVIOUS SURFACE

HOUSE	890 S.F.
PORCH1	124 S.F.
CONCRETE	46 S.F.
GARAGE	167 S.F.
GRAVEL 816 X 50% =	408 S.F.
TOTAL	1635 S.F.

LINE TABLE

LINE	BEARING	DISTANCE
L-1	S 01°35'34" W	10.00'
L-2	S 86°35'23" E	30.19'
L-3	N 42°21'58" W	14.22'
L-4	N 02°10'03" E	9.55'

ATTACHMENT 3



DEED DESCRIPTION

BOOK 2019 PAGE 031693-19

ALL OF THE SOUTH ONE HALF (S1/2) OF THE FOLLOWING; BEGINNING 30 FEET EAST OF THE SOUTHEAST CORNER OF LOT FOURTEEN (14), BLOCK SIX (6), OAKLAND ADDITION, IN CENTER LINE OF WEBSTER STREET: THENCE WEST ON CENTER LINE OF WEBSTER STREET 440 FEET FOR A NEW BEGINNING POINT; THENCE SOUTH ON CENTER LINE OF FARMER AVENUE 400 FEET TO CENTER OF SCOTT STREET; THENCE EAST ON CENTER LINE OF SCOTT STREET 100 FEET; THENCE NORTH 400 FEET; THENCE WEST 100 FEET TO THE NEW POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD. GREENE COUNTY, MISSOURI. SUBJECT TO ANY PART DEEDED, TAKEN OR USED FOR STREET, ROAD OR HIGHWAY PURPOSES.

SURVEY DESCRIPTION

A TRACT OF LAND, SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF LOT 1 OF O'DAY PLACE, A SUBDIVISION RECORDED IN PLAT BOOK J PAGE 36, GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH 01°35'34" WEST, 10.00 FEET; THENCE SOUTH 86°35'23" EAST, 30.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°52'30" EAST, 100.00 FEET; THENCE SOUTH 02°23'03" WEST, 171.02 FEET TO THE NORTH RIGHT OF WAY LINE OF SCOTT STREET; THENCE NORTH 87°03'46" WEST ALONG SAID NORTH RIGHT OF WAY LINE 100.00 FEET; THENCE NORTH 02°22'58" EAST, 169.60 FEET TO THE POINT OF BEGINNING, AND CONTAINING 17,030 SQUARE FEET OR 0.3910 ACRE(S) OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS

General Notes:

Owner/Subdivider:
RAL PROPERTY MANAGEMENT LLC
RANDY LOPEZ
1031 W PACIFIC STREET
SPRINGFIELD, MO 65803

CURRENT ZONING R-SF – RESIDENTIAL SINGLE-FAMILY DISTRICT

Source of Title: BOOK 2019 PAGE 031693-19

Total Area: 17,030 SQUARE FEET OR 0.3910 ACRES

Proposed Number of Lots: 2

This property does not lie in a designated flood plain as identified by F.E.M.A. community panel number 29077 C 0327 E Dated 12-17-2010.

No fences, plantings or obstructions other than mailboxes permitted within the limits of any right of way or drainage easement.

No structures are to be built between the right of way line and building setback line.

KNOWN ALL MEN BY THESE PRESENTS:
THAT I, LAWRENCE E JANSEN LS 2385, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF LAWRENCE E. JANSEN L.S. 2385 IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, CHAPTER 36, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND I DID ATTEMPT TO MEET THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, AND THE STANDARDS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Lawrence E Jansen 9-01-20
LAWRENCE E. JANSEN PLS 2385 DATE

CLASS "URBAN" SURVEY

EIP ● -- EXISTING IRON PIN
SIP ○ -- SET IRON PIN
—X—X— FENCELINE
P – PLAT DISTANCE
M – MEASURED DISTANCE
D– DEED DISTANCE

Job No.:	2005-006
Date Prepared:	9-01-2020
Drawn By:	LEJ
Checked By:	LEJ

STATE OF MISSOURI
LAWRENCE EUGENE JANSEN
NUMBER LS-2385
REGISTERED LAND SURVEYOR
9-01-20

GLOBAL
PRECISION SURVEYING, L.L.C.
P.O. BOX 790, REPUBLIC, MO 65738
PHONE (417) 883-0300 FAX (417) 883-0335
CERTIFICATE OF AUTHORITY
NUMBER LS-2010000563

One-rdg. X
P. Hrngs. _____
Pgs. 32
Filed 11-24-20

Sponsored by Simpson

First Reading _____ Second Reading _____

COUNCIL BILL 2020- 297 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental Agreement on behalf of the City with the REJIS Commission for the acquisition of a Prosecuting Attorney Management System for use with the Show Me Courts records system; and declaring an emergency.

WHEREAS, the Springfield Municipal Court has been ordered by the Greene County Circuit Court Presiding Judge and the Office of State Courts Administration ("OSCA") to utilize the Show Me Courts electronic records system for all new cases filed in Springfield Municipal Court on and after January 1, 2021; and

WHEREAS, the Show Me Courts system is limited in its capacity to allow municipal prosecutors to timely review and file new cases and properly serve the Springfield Municipal Court and the community; and

WHEREAS, the REJIS Commission ("REJIS"), a governmental agency, has designed and made available to municipal prosecutors their Prosecuting Attorney Management System ("PAMS") for use in filing and managing cases filed in the Show Me Courts system; and

WHEREAS, PAMS will significantly assist the City Municipal Prosecutor's Office in meeting the demands of its work in a timely manner under the Show Me Courts system: and

WHEREAS, PAMS is one of only two systems approved by OSCA for municipal prosecutors to use with the Show Me Courts system, and is the only system that meets the needs of the City; and

WHEREAS, the City of Springfield desires to acquire, and REJIS is willing to provide and install PAMS for use by the City Municipal Prosecutor, substantially upon the terms and conditions contained in the attached "Exhibit 1."

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Intergovernmental Agreement ("Agreement") with the REJIS Commission for the installation and use of the Prosecuting Attorney Management System; said Agreement to be substantially similar in form and content as that Agreement attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – City Council finds and declares that this Ordinance relates to the immediate preservation of public peace, property, health, safety, or morals and therefore constitutes an emergency under Section 2.12(1) of the City Charter. Accordingly, 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: Carl S. Yeadon, Assistant City Attorney

Approved for Council action: Jason A. Gage, City Manager

EXPLANATION TO COUNCIL BILL 2020- 297

FILED 11-24-20

ORIGINATING DEPARTMENT: Law Department

PURPOSE: To authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement with the REJIS Commission, for the acquisition of a Prosecuting Attorney Management System; and to declare an emergency.

BACKGROUND INFORMATION: The Springfield Municipal Court has been ordered by the Greene County Circuit Court Presiding Judge and the Office of State Courts Administration ("OSCA") to utilize the Show Me Courts ("SMC") electronic records system for all new cases filed in Springfield Municipal Court on and after January 1, 2021. The Court is in the process of implementing this system in accordance with those orders.

The Municipal Prosecutor's office will also have to use the SMC system for its case filings on or after January 1. The prosecutor case filing module included within the SMC system is very limited, and not workable for the prosecutors serving this community and a court system the size of the Springfield Municipal Court. The REJIS Commission ("REJIS"), a governmental agency consisting of a joint venture between the City of St. Louis and St. Louis County, dedicated to development and support of court and law enforcement information management systems, has designed and made available to municipal prosecutors their Prosecuting Attorney Management System ("PAMS") for use in filing and managing cases filed in the SMC system.

PAMS is one of only two systems approved by OSCA for municipal prosecutors to use with the SMC system, and is the only system available that meets the needs of the City. PAMS will assist the City Municipal Prosecutor in meeting the demands of its work in a timely manner involving cases reviewed and filed under the SMC system.

This bill has also been submitted as a one reading emergency bill, as it relates to the immediate preservation of public peace, property, health, safety, or morals of the residents of the City.

Submitted by:

Carl Yendes, Chief Municipal Prosecutor

Approved by:

Jason Gage, City Manager

Exhibit 1

City of Springfield
Division of Purchases
218 E Central (65802)
PO Box 8368
Springfield, MO 65801-8368
Ph. 417 864-1620
Fax 417-864-1927

Service Provider
REJIS Commission
Attn: Mr. Dan Isom
Address: 4255 W. Pine Blvd.
Saint Louis, MO 63108
Ph: 314-633-0239
Email: disom@REJIS.org

THIS CONTRACT, made and entered into this ____ day of _____, 2020, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and REJIS Commission, a governmental corporation established in the State of Missouri, hereafter referred to as "Service Provider."

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Service Provider to provide the deployment of the PAMS (Prosecuting Attorney Management System) as described in proposal #698 dated 8/28/2020 which is attached hereto and incorporated herein as **EXHIBIT A,** and

WHEREAS, Incorporated into this Contract as if set forth in full herein: The City's Standard Terms and Conditions incorporated herein as **EXHIBIT B**; In the event of a conflict between the Service Provider's proposal and the City's Standard Terms and Conditions, the City's Standard Terms and Conditions, **EXHIBIT B** shall control; and

WHEREAS, City desires to engage Service Provider to perform and provide such services and applications.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.

2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe.

3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this Contract for the services set forth in proposal #698, and for reimbursement of authorized expenses exceed the line item costs outlined in **EXHIBIT A**. Service Provider agrees that the price for all line items outlined in **EXHIBIT A** shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. Term. The term of this Contract shall be for a one (1) year period from_____ through _____. After the initial contract term, the contract term shall automatically renew for successive one-year renewal terms, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the current contract term. Any increase

in cost at the beginning of each renewal term will be limited to no more than 2% from the previous contract term and shall remain firm and fixed for said term.

5. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

6. This contract shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____ _____
David Holtmann, Director of Finance Date
or
Acting Director of Finance

APPROVED AS TO FORM

_____ _____
City Attorney or Assistant City Attorney Date

SERVICE PROVIDER

By: _____ 11-02-2020
Company Authorized Signature Date

Name: Daniel Isom
Print

Title: Executive Director

CITY OF SPRINGFIELD, MISSOURI

By: _____ _____
Ben Calia, CPPB, City Purchasing Agent Date
Or Acting Purchasing Agent

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#698

Customer: 35270 City of Springfield MO

Prepared for:

TOTAL

$5,728.50

Expires: 11/26/2020

Date	Client Service Rep:
8/28/2020	Stefan Smith

Quantity	Item	FRQ	Rate	Amount
1	**PAM-001 PAMS Setup Fee**	OTO	$450.00	$450.00
1	**PAM-007 PAMS Class 5** Class five Prosecutors can enter 1,201 to 1,600 new case filings per month. If the new case filings per month are outside of this range for eight of twelve consecutive months, the Prosecutor's class will be adjusted accordingly. The Prosecutor's costs will be adjusted to the applicable cost associated with the new class.	ANN	$4,200.00	$4,200.00
1	**PAM-011 PAMS/Show-Me Courts Interface** There is a $0.50 charge per case sent from PAMS to Show-Me Courts. This charge will be billed monthly based on the number of cases sent to Show-Me Courts.	EA	$0.50	$0.50
1	**PAM-012 PAMS Document Imaging Interface w/ <=10 GB Total Storage** PAMS Document Imaging Interface offering includes: purchase of required storage hardware, supporting storage software, technical support and off-site backup costs associated with the storage of the PAMS image data. REJIS will review the document storage usage in January and July of each year. If the court exceeds the current maximum limit for their storage class, the court will be notified and the price adjusted six (6) months after the customer has been notified. The purchase and maintenance of scanners or similar devices are the responsibility of the Municipal Court.	MTH	$14.00	$14.00
8	**WN-0067 VPN Connection - Client Based VPN Connection Lic (per user)**	OTO	$8.00	$64.00
8	**WN-0068 VPN Connection - Client Based VPN Connection Main (per user)**	ANN	$35.00	$280.00
8	**SV-037 IT - WAN/LAN Support** Hours for labor are ESTIMATES ONLY. Agencies will be billed for the actual number of hours worked on this project or service.	OTO	$90.00	$720.00

Subtotal	$5,728.50
Tax (0%)	$0.00
Total	$5,728.50

Frequency information is provided to assist the customer in determining ongoing costs.

Frequency Codes:
OTO - One Time Only MTH - Monthly QTR - Quarterly SA - Semi Annually ANN - Annually

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#698

Customer: 35270 City of Springfield MO

Proposal Notes:

REJIS is to provide the Springfield MO Municipal Court (Agency) VPN access for 7 desktop terminals and 8 users.

Network services labor does not include any on site services. The Agency 's IT provider to address any on site issues, any costs associated with on-site services are the responsibility of the Agency.

The Agency to provide acceptable internet connectivity and pay associated costs. All Terminal(s) must have a static IP address.

All Terminal(s) must be in a secure location and anyone with un-escorted access to terminal(s) area must pass a fingerprint background check.

The Department will comply with all CJIS, MULES, and REJIS security requirements.

The Agency agrees to the access standards and protocols as defined in the REJIS Law Enforcement Services Access Agreement.

REJIS will retain ownership of the developed software and will make it available to any/all regional government entity (entities) that can utilize this capability. REJIS retains title and all copyrights, trade secrets, and intellectual property rights to the software. The Agency agrees that the software will not be disclosed, given, sold to, or used by another party without approval of REJIS.

REJIS warrants that the software or services shall substantially perform in accordance with software specifications. REJIS will use its best effort to promptly correct any malfunction. REJIS does not make any other warranties, expressed or implied, nor does REJIS warrant the operation of the software will be uninterrupted or error-free.

REJIS and the Agency agree that throughout the term of this Agreement, it may become necessary to develop various system enhancements or interfaces that require application development work to meet the specific needs of Agency. If the Agency requests REJIS to develop and implement any future system enhancements or interfaces that are not included in the partnership agreement, the mutually agreed upon terms, conditions, and fees shall be negotiated under a separate agreement.

PAMS
REJIS will provide Prosecuting Attorney Management System (PAMS) for use by the Springfield MO Municipal Court. Ticket information to be provided for the PAMS service must utilize the standard REJIS mobile ticketing import feature.

Training/Travel
Initial training on the use of PAMS will be provided online via webinar by REJIS using the REJIS conference bridge, at no cost, requiring no travel time. Any additional or ongoing training provided online via webinar will be provided by REJIS using the REJIS conference bridge, at no cost, requiring no travel time.

In-person Training provided by REJIS at REJIS Headquarters will be provided at no cost.

If requested, REJIS on-site training will result in $300 per day fees to cover meal and/or accommodation costs. This daily rate shall apply to each trainer provided by REJIS.

ON-SITE Support
If requested, REJIS on-site installation will result in $300 per day fees to cover meal and/or accommodation costs. In addition, technician's hourly rate, as established by REJIS, will be applied for the number of hours of technical support provided and travel time.

General Notes:

- Prices for REJIS software and services are valid for 90 days from the proposal date.
- If quotes from vendors for hardware/software requests are part of this proposal, the final price may fluctuate and will be adjusted accordingly during the billing process.
- Hours for labor are ESTIMATES ONLY. Agencies will be billed for the actual number of hours worked on this project or service.
- All agencies that access REJIS services must meet anti virus and NCIC/CJIS security requirements.
- For custom code developed by REJIS, the following statement applies. "As implied under the REJIS operating charter to support regional government entities, REJIS will retain ownership of the developed software and will make it available to any/all regional government entity(ies) that can utilize this capability. REJIS retains title to all copyrights, trade secrets, and intellectual property rights to the software. The Agency agrees that the software shall not be disclosed, given, sold to, or used by another party without written approval of REJIS".
- Please contact your Client Services Representative with any questions.

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#698

Customer: 35270 City of Springfield MO

Signature Page:

Customer Approval:		REJIS Approval:	
Signature:		Signature:	Dan Isom
Print Name:		Print Name:	Dr. Daniel Isom
Title:		Title:	Executive Director
Date:		Date:	8/28/2020

EXHIBIT B
STANDARD TERMS AND CONDITIONS

A. Services. The City agrees to engage the services of the Service Provider and the Service Provider agrees to perform the services hereinafter set forth in accordance with the standard of care, skill and expertise ordinarily used by other members of Service Provider's profession in performing similar services. No services shall be provided by Service Provider until this Contract has been fully executed.

B. Addition to Services. The City may add to the Service Provider services or delete therefrom activities of a similar nature provided that the total cost of such work does not exceed the total cost allowance as specified in the final contract document. The Service Provider shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Service Provider.

C. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Service Provider without charge, and the parties shall reasonably cooperate in connection with this Contract.

D. Personnel. The Service Provider represents that Service Provider will secure at Service Provider's own expense, all personnel required to perform the services called for under this Contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Service Provider. All of the services required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

E. Conditioned upon acceptable performance. Provided Service Provider performs the services in the manner set forth in paragraph A hereof, the City agrees to pay the Service Provider in accordance with the terms set forth in this Contract, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Service Provider for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in this contract.

F. Termination of Contract:

1 **Termination for breach.** Failure of the Service Provider to fulfill Service Provider's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in the Contract Parts shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Service Provider by one of four different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Service Provider; or by electronic mail to the address identified on contract document; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider related to this Contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials;

provided, that the Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Contract by the Service Provider.

1a. Attorney Fees: In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Service Provider all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

2. **Termination for Convenience.** The City shall have the right at any time upon 15 days' written notice to Service Provider to terminate and cancel this Contract, without cause, for the convenience of the City, and Service Provider shall immediately stop work upon issuance of such notice. In such event City shall not be liable to Service Provider 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 Service Provider 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 Service Provider.

G. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Service Provider under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Service Provider without prior written approval of the City.

H. **Discrimination**. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

1. **This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

2. **This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

I. **Occupational License**: The Service Provider shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Service Provider. No contract will be executed by the City until this occupational license has been obtained.

J. **Nonresident/Foreign Service Providers**. The Service Provider shall procure and maintain during the life of this Contract:

1. If the Service Provider 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 351.572 RSMo.; and

2. 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.

K. **General Independent Service Provider Clause**. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

L. City Benefits. The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.

M. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Service Provider), or by first class mail addressed to City or Service Provider at the addresses identified on the contract document. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Service Provider) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

N. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

O. Delivery: Time is of the essence of this project. If completion times are not met at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Service Provider liable for any re-procurement costs.

P. Invoices: An invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of items or services furnished. All invoices must be received within one year of completion of project or receipt of goods by the City or any possible payment is forfeited.

Q. Bankruptcy or Insolvency: In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Service Provider, or in the event of breach of any of the terms hereof including the warranties of the Service Provider, City may cancel this contract or affirm the contract and hold Service Provider responsible in damages.

R. Compliance with Applicable Laws: The Service Provider warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the provision of service covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended. All applicable laws and Springfield City Code and Purchasing Manual will apply to any resulting contract, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations, Policies and Purchasing Manual. Service Provider agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Service Provider affirmatively states that payment of all local, state, and federal taxes and assessments issued to Service Provider has been made in full.

S. Interpretation of Contract And Assignments: The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Service Provider without City's written consent or any attempted assignment without such consent shall be void.

T. Provisions by Law Deemed Inserted: Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

U. Assignment: The Service Provider 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 Service Provider 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. Any such assignment is expressly subject to all rights and remedies of the City under this contract, 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 contract, though City will attempt to so notify any such assignee.

V. Proprietary Information: In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Service Providers should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated or all proposals are rejected. However, Service Providers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. **Failure of Service Provider to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Service Provider should identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary." This requirement also applies to the electronic copy that is to be submitted.**

All Proposals received from Service Providers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Service Providers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

W. Indemnity and Hold Harmless:

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.

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.

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.

X. Sub-Contracts:

a. The Contractor shall not execute an agreement with any sub-contractor to perform any work until the City has provided written consent of the use of such sub-contractor.

b. The Contractor shall be fully responsible to the City for the acts and omissions of any sub-contractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by them.

c. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the provisions of the Contract.

d. Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

CITY OF Springfield

DIVISION OF PURCHASES

SOLE SOURCE JUSTIFICATION AND APPROVAL REQUEST

SUBMIT THIS FORM TO DIVISION OF PURCHASES FOR APPROVAL PRIOR TO PLACING AN ORDER!

DOCUMENTATION FROM THE SUPPLIER/CONTRACTOR/MANUFACTURER IDENTIFYING SPECIFICS AS TO WHY THEY SHOULD BE CONSIDERED A "SOLE SOURCE" IS REQUIRED TO BE SUBMITTED WITH THIS FORM.

The definition of sole sourcing is the "Selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability.

Sole Source. The City Purchasing Agent may waive the requirement of competitive bids or proposals for supplies/services when they've determined in writing the purchase meets the following conditions:

a. Supplies or services are proprietary and only available from the manufacturer or a single distributor;
b. Based on past procurement experience, it is determined that only one (1) distributor services the region in which the supplies are needed;
c. Supplies or services are available at a discount from a single distributor for a limited period of time; or
d. A firm has significant previous or specialized knowledge on a proposed project that would result in significant monetary and/or time savings in completion of the project.

Date: 7/29/2020

Department/Division: Information Systems

Requestor's Name and Title: Pam Cummings Help Desk Manager

Note: Requestor must be a subject matter expert in the respective field who can defend this justification.

Recommended Sole Source procurement action with:

Company Name: REJIS

Contact Name: Stefan Smith

Address: 4255 West Pine Blvd

Email: ssmith@REJIS.org

Telephone: (314) 633-0254

Is the recommended company the manufacturer? ☒ Yes ☐ No

Does the manufacturer sell the item(s) through distributors? ☐ Yes ☒ No

Description of Product or Service: PAMS is the municipal prosecutor case management software

Describe the full scope of work contemplated including installation if required; items should include brand, model and part number if applicable

Schedule: Annual Renewal

Identify the date you need items delivered OR number of week/months work is to be performed or items delivered

Estimated Annual Cost: $ 4480.00

CITY OF Springfield

DIVISION OF PURCHASES

SOLE SOURCE JUSTIFICATION AND APPROVAL REQUEST

ACKNOWLEDGEMENT

This Section Must be Completed

[x] I am aware of the City of Springfield's requirements for competitive bidding per the Purchasing Manual. I have gathered the required technical information and have made a concerted effort to review comparable/equal equipment and products (e.g., market research). I have attached the pertinent documentation showing what market research was conducted to preclude other items from consideration. **(Approval will not be given without a detail explanation supporting the sole source request.)**

Pam Cummings

Signature of Requestor (required)

417-864-2020 pcummings@springfieldmo.gov

Phone Number and Email of the Requestor

Nick Shaw

Signature of the Department Head (required)

Ben Calia

Signature of the City Purchasing Agent (required)

This completed form shall then be submitted to the Division of Purchases.

PAMS

REJIS

Prosecuting Attorney Management System

PAMS was created as a stand-alone prosecutorial case management system to provide a manageable work-flow for prosecutors and prosecutor assistants. This system has the mechanism in place to satisfy the division of duty requirements. PAMS gives the prosecutor an automated issue and refusal process while still retaining the history of the original citation, summons and parking violations. PAMS has the capability to interface with other judicial and law enforcement software for more accurate entries and reporting options.

The REJIS Commission is a local government agency created to "serve the public interest through delivering quality, cost-effective technology services to the justice community and to government and quasi-government agencies." REJIS' primary focus is to provide record management services to law enforcement, courts, and corrections agencies at the local, state and federal levels. This includes interfaces to the Missouri State Highway Patrol's MULES system; the National Crime Information Center (NCIC); the Kansas KCJIS and KDOR; and the Nlets networks. REJIS was founded in 1974 under a cooperative agreement between St. Louis County and the City of St. Louis. Primarily concentrated in the metropolitan St. Louis and Kansas City areas, we service criminal justice agencies in Missouri, Kansas, and Illinois.

REJIS services include:

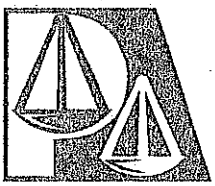
- Development of custom applications
- Installation and support of custom and commercially available software
- Custom interfaces
- IT Support Service
- Data center outsourcing
- Network, training and help desk support.

REJIS has approximately 140 employees located at three sites. Most of the staff and equipment are based at the REJIS building, in the Central West End of St. Louis.

For additional information on REJIS services, contact your REJIS Client Services Representative or the REJIS Help Desk (314-535-9497 or 1-888-923-7255).

05/2015

Benefits and Features



- Stand-alone case management system for Municipal Prosecuting Attorney offices
- Option to seamlessly flow approved Tickets from Mobile Ticketing System to PAMS
- Tickets can be manually entered directly into PAMS
- Interface option to OSCA Show-Me Court System
- Automated Interface with Missouri Highway Patrol (MSHP) for reporting fingerprints
- Supports ticket review and prosecutor approval prior to official filing in any municipal court system
- Allows the creation for an Attorney Recommendation
- Provides the capability for prosecutorial notices, letters, labels, reports and case jackets
- Designated screens for case witness information
- Provides officer notification for trials
- Access to DOR drivers registration files for review of driver license information
- Contains an electronic audit trail for tracking modifications and deletions
- All data resides on a server located at REJIS. The server, license(s), data back-up, monitoring and security patches are included as part of this service
- Promotes a "go green" and reduce paper use
- Scanning and document storage capability
- PAMS training is offered at no cost from the REJIS Training Division

Cummings, Pam

From: Yendes, Carl
Sent: Sunday, August 30, 2020 6:46 PM
To: Cummings, Pam
Cc: Lee, Vickie
Subject: PAMS sole source provider

PAMS is the municipal prosecutor case management software we are seeking to purchase and install in connection with the Municipal Court's transition to Show Me Courts. PAMS is one of only two software firms approved by the Office of State Courts Administration (OSCA) for use in connection with Show Me Courts. Prosecutor staff contacted both firms, and PAMS was the only one that offers a product that will meet our needs. The other firm had nothing that would work for us, and was not interested in helping us. PAMS' product will require some additional work to meet our needs, but they have indicated they are willing to work with us, and are the only firm available. Other companies that offer prosecutor case management software, such as KARPEL, have not been approved by OSCA for use by municipal prosecutors, and/or do not meet our requirements.

I hope this is helpful. If you need further information about this please contact me or Vickie Lee. Carl

Carl S. Yendes
Chief Municipal Prosecutor
City of Springfield
625 N. Benton Ave.
Springfield, Missouri 65806
(417)864-1899
(417)864-2026 (fax)
cyendes@springfieldmo.gov

Note: This may be a privileged and confidential communication and attorney-client privileged. Attorneys are required to notify all recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice versa, (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or my computer or even some computer unconnected to either of us which the e-mail passed through. I am communicating to you via e-mail because you have consented to receive communications via this medium. If you want future communications to be sent in a different fashion, or if you receive this message in error please let me know AT ONCE by calling 417-864-1645 or e-mailing cyendes@springfieldmo.gov .

REJIS
When Data Matters

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#698

Customer: 35270 City of Springfield MO

Prepared for:

TOTAL

$5,728.50

Expires: 11/26/2020

Date
8/28/2020

Client Service Rep:
Stefan Smith

Quantity	Item	FRQ	Rate	Amount
1	**PAM-001 PAMS Setup Fee**	OTO	$450.00	$450.00
1	**PAM-007 PAMS Class 5** Class five Prosecutors can enter 1,201 to 1,600 new case filings per month. If the new case filings per month are outside of this range for eight of twelve consecutive months, the Prosecutor's class will be adjusted accordingly. The Prosecutor's costs will be adjusted to the applicable cost associated with the new class.	ANN	$4,200.00	$4,200.00
1	**PAM-011 PAMS/Show-Me Courts Interface** There is a $0.50 charge per case sent from PAMS to Show-Me Courts. This charge will be billed monthly based on the number of cases sent to Show-Me Courts.	EA	$0.50	$0.50
1	**PAM-012 PAMS Document Imaging Interface w/ <=10 GB Total Storage** PAMS Document Imaging Interface offering includes: purchase of required storage hardware, supporting storage software, technical support and off-site backup costs associated with the storage of the PAMS image data. REJIS will review the document storage usage in January and July of each year. If the court exceeds the current maximum limit for their storage class, the court will be notified and the price adjusted six (6) months after the customer has been notified. The purchase and maintenance of scanners or similar devices are the responsibility of the Municipal Court.	MTH	$14.00	$14.00
8	**WN-0067 VPN Connection - Client Based VPN Connection Lic (per user)**	OTO	$8.00	$64.00
8	**WN-0068 VPN Connection - Client Based VPN Connection Main (per user)**	ANN	$35.00	$280.00
8	**SV-037 IT - WAN/LAN Support** Hours for labor are ESTIMATES ONLY. Agencies will be billed for the actual number of hours worked on this project or service.	OTO	$90.00	$720.00

698

Subtotal	$5,728.50
Tax (0%)	$0.00
Total	$5,728.50

Frequency information is provided to assist the customer in determining ongoing costs.

Frequency Codes:
OTO - One Time Only MTH - Monthly QTR - Quarterly SA - Semi Annually ANN - Annually

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#698

Customer: 35270 City of Springfield MO

Proposal Notes:

REJIS is to provide the Springfield MO Municipal Court (Agency) VPN access for 7 desktop terminals and 8 users.

Network services labor does not include any on site services. The Agency 's IT provider to address any on site issues, any costs associated with on-site services are the responsibility of the Agency.

The Agency to provide acceptable internet connectivity and pay associated costs. All Terminal(s) must have a static IP address.

All Terminal(s) must be in a secure location and anyone with un-escorted access to terminal(s) area must pass a fingerprint background check.

The Department will comply with all CJIS, MULES, and REJIS security requirements.

The Agency agrees to the access standards and protocols as defined in the REJIS Law Enforcement Services Access Agreement.

REJIS will retain ownership of the developed software and will make it available to any/all regional government entity (entities) that can utilize this capability. REJIS retains title and all copyrights, trade secrets, and intellectual property rights to the software. The Agency agrees that the software will not be disclosed, given, sold to, or used by another party without approval of REJIS.

REJIS warrants that the software or services shall substantially perform in accordance with software specifications. REJIS will use its best effort to promptly correct any malfunction. REJIS does not make any other warranties, expressed or implied, nor does REJIS warrant the operation of the software will be uninterrupted or error-free.

REJIS and the Agency agree that throughout the term of this Agreement, it may become necessary to develop various system enhancements or interfaces that require application development work to meet the specific needs of Agency. If the Agency requests REJIS to develop and implement any future system enhancements or interfaces that are not included in the partnership agreement, the mutually agreed upon terms, conditions, and fees shall be negotiated under a separate agreement.

PAMS
REJIS will provide Prosecuting Attorney Management System (PAMS) for use by the Springfield MO Municipal Court. Ticket information to be provided for the PAMS service must utilize the standard REJIS mobile ticketing import feature.

Training/Travel
Initial training on the use of PAMS will be provided online via webinar by REJIS using the REJIS conference bridge, at no cost, requiring no travel time. Any additional or ongoing training provided online via webinar will be provided by REJIS using the REJIS conference bridge, at no cost, requiring no travel time.



In-person Training provided by REJIS at REJIS Headquarters will be provided at no cost.

If requested, REJIS on-site training will result in $300 per day fees to cover meal and/or accommodation costs. This daily rate shall apply to each trainer provided by REJIS.

ON-SITE Support
If requested, REJIS on-site installation will result in $300 per day fees to cover meal and/or accommodation costs. In addition, technician's hourly rate, as established by REJIS, will be applied for the number of hours of technical support provided and travel time.

General Notes:

- Prices for REJIS software and services are valid for 90 days from the proposal date.
- If quotes from vendors for hardware/software requests are part of this proposal, the final price may fluctuate and will be adjusted accordingly during the billing process.
- Hours for labor are ESTIMATES ONLY. Agencies will be billed for the actual number of hours worked on this project or service.
- All agencies that access REJIS services must meet anti virus and NCIC/CJIS security requirements.
- For custom code developed by REJIS, the following statement applies. "As implied under the REJIS operating charter to support regional government entities, REJIS will retain ownership of the developed software and will make it available to any/all regional government entity(ies) that can utilize this capability. REJIS retains title to all copyrights, trade secrets, and intellectual property rights to the software. The Agency agrees that the software shall not be disclosed, given, sold to, or used by another party without written approval of REJIS".
- Please contact your Client Services Representative with any questions.

REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#698

Customer: 35270 City of Springfield MO

Signature Page:

Customer Approval:		**REJIS Approval:**	
Signature:		Signature:	Dan Isom
Print Name:		Print Name:	Dr. Daniel Isom
Title:		Title:	Executive Director
Date:		Date:	8/28/2020

698

SHOW ME COURTS
CITY PROSCUTOR'S OFFICE

WHAT PROCESSING ABILITIES THE PROSECUTOR'S OFFICE WILL LOSE WHEN CONVERTED TO SHOW ME COURTS

1. Logging and direct filing of tickets by staff (In PA Portal, the staff enters the tickets but only an attorney can file them with the court. This would require a prosecutor to open each ticket including parking and minor traffic tickets and file it with the court.)
2. Subpoena processing: We estimate that we produce approximately 600 subpoenas per month. Right now, they are generated by the AS400, but we will have to hand-type and print each individual subpoena.
3. We will be unable to process labels for court files.
4. We will no longer be able to electronically print plea forms
5. Databases for ticket counts; prosecutor review tickets, declined to file tickets and tickets sent to Greene County. (We are currently able to track each of these through the AS400)
6. Ability to print out court dockets.
7. State Criminal Charge Codes (19 digit code) will be used in place of the actual city ordinance
8. Ability to print out local defendant history/municipal court

SHOW ME COURTS
PA PORTAL

Contact: Bill Chapman OSCA 573-526-8895

1. OSCA assigns a location code to Springfield Municipal Court (this has not happened to date)
2. To access the PA Portal, each user must complete a PA Portal registration form and a temporary password is assigned from OSCA.
3. Tickets will be manually input for electronic submission to the court.
   a) Staff will enter the ticket information for all tickets, then a prosecutor (attorney) must pull up each ticket and approve the ticket and click on the link to file the ticket. Tickets are not submitted to the court until the prosecutor (attorney) actually clicks the link. The tickets then are electronically signed by the PA.
4. According to Mr. Chapman, this system is designed for small prosecutor's offices where the attorney enters the tickets and files the cases themselves.
5. There is no process for a staff member to enter the tickets and direct file parking tickets and other non-prosecutor review tickets.
6. Staff does not have access to court dockets but would require an attorney to print out the dockets for them.
7. The PA Portal will limit the ability of the office staff and paralegals to do their jobs without the aid of a prosecutor.

CASE MANAGEMENT SYSTEMS

Two systems have been named by OSCA as having modified their products to allow for the electronic initiation of cases through the PA Portal. These vendors are:

- PAMS – REJIS Product
- OMIGO – Previously ITI

OMINIGO

Contacts: Margaret Freund- Sales
Tim Goodpasture – Product Specialist

After describing what our office would require in a case management system to cover the items previously mentioned that we would no longer be able to do, Mr. Goodpasture stated that OMNIGO would not be able to meet our needs.

OMNIGO is basically a court case management system and does not include the prosecutor's office.

OMNIGO has an interface with the PA Portal and we would only be able to enter the tickets through the PA Portal using OMINGO.

PAMS

Contacts: Paula Girtman
Stefan R. Smith, Client Services

1. PAMS is a stand-alone prosecutorial case management system to provide a manageable work-flow for prosecutors and prosecutors assistants.
2. PAMS benefits and features include:
   A) Tickets can be manually entered directly into PAMS and they interface to OSCA Show-Me Court System
   B) Supports ticket review and prosecutor approval prior to official filing in any municipal court system
   C) Allows the creation for an Attorney Recommendation (plea forms)
   D) Provides the capability for prosecutorial notices, letters, labels, reports and case jackets
   E) Designated screens for case witness information
   F) Provides officer notification for trials (subpoenas)
   G) Contains an electronic audit trail for tracing, modifications and deletions

H) All data resides on a server located at REJJS. The server, license(s), data back-up, monitoring and security patches are included as part of this service.

I) Scanning and document storage capability

J) PAMS training is offered at no cost from the REJIS Training Division.

3. This would require a dedicated line into REJIS for secure transmitting of personal data. (unknown cost)
4. The initial set up cost is $450.00
5. Will work to the office to set up the ticket filing process that would allow the clerk to direct enter parking and non-prosecutor review tickets.
6. Attached is the PAMS Pricing list:
   A) In 2019, our office filed between 1348 to 2473 tickets per month for a total of 20, 463 tickets. (These included prosecutor review, non-review and parking tickets).
   B) PAMS charges .50 for each ticket which would have been a cost of $10,231.50 for the year of 2019
7. PAMS is willing to come do an in-office demonstration to determine if this product will work for our office.
8. Requires an 8 hour training for the office and they would be willing to do that in our office.

KARPEL

Contact: Jane Quick 314-892-6300 #141

Though not one of the two prosecuting attorney vendors listed with OSCA that has modified their products to allow for the electronic initiation of cases through the PA Portal, I contacted Karpel to see what they could possibly offer.

At this time, Karpel does not have an interface with Show-Me Courts and there is no talk on-going with them at this time. There are no municipal prosecutor's offices using this system at this time.

Karpel could be used as a stand alone case management system, however, we would still need to file tickets through the PA Portal. (Which would require a prosecutor to open and review every ticket that is entered into the portal and then file the ticket with the court.)

- The general cost for Karpel is between $18 to 20,000 for the program.
- There is a possibility to do a conversion of the AS400 to Karpel at a possible cost of $10,000
- There is an annual support fee per user of $400 per year.
- Ability to do e-discovery and bundle documents for approximately $700 a year.

MISSOURI COURTS
Judicial Branch of Government

Prosecuting Attorney Portal (PA Portal) Overview

for County Prosecuting Attorneys

Updated: October 9, 2018

PA Portal Overview

- PA Portal is an application developed and supported by the Office of State Courts Administrator (OSCA) that facilitates the electronic filing of tickets with the court from prosecuting attorneys.
- Prosecuting attorneys will be able to view ticket data and images for each ticket.
  - Once satisfied with ticket information, prosecuting attorneys can submit tickets to the court electronically.
  - When tickets are submitted, the electronic signature of the PA will be attached.
  - The court will then be able to review tickets and images, and import the data into Show-Me Courts (SMC) or the Judicial Information System (JIS).
- If prosecuting attorneys wish to change information on tickets, PA Portal permits data fields to be amended prior to submission to SMC or JIS.
  - Ticket images can be printed, handwritten changes can be made, and tickets can be re-scanned.

Missouri State Highway Patrol (MSHP)

- MSHP will continue to deliver paper copies of tickets to the prosecuting attorney's office.
  - The PA Portal pilot does not change existing processes from MSHP.

Accessing PA Portal

- To access PA Portal, each user must complete a PA Portal registration form.
  - To request a form, contact the OSCA Help Desk at (888) 541-4894 or email OSCA.Help.Desk@courts.mo.gov.
  - One form is required for each individual desiring access to PA Portal.
- Additionally, each prosecuting attorney's office is required to have an originating identifier (ORI) number that is specific to that prosecuting attorney's office.
  - If the prosecuting attorney's office does not have an ORI number, one must be requested from MSHP by calling (573) 751-3313.
- In addition to receiving tickets electronically from MSHP, PA Portal has functionality that permits attorneys and staff to manually input tickets for electronic submission to the court.

Karpel

- In locations where prosecuting attorneys are using Karpel, PA Portal can be used in parallel.
- PA Portal does **not** replace Karpel, and both systems can be used by prosecuting attorneys.
- Where MSHP tickets can be received electronically into PA Portal, if the PA desires to file certain tickets using Karpel, those tickets can continue to be loaded into Karpel manually.
  - Note: Care should be taken to refrain from filing the same tickets using both Karpel and PA Portal.

REJIS
When Data Matters



The REJIS Commission (Regional Justice Information Service) is a government entity created to provide information technology products and services to criminal justice and government agencies. REJIS was founded in 1976 under a cooperative agreement between St. Louis City and St. Louis County.

REJIS is located in the city of St. Louis and currently employs over 140 people, mostly in high tech jobs. About 130 of our staff are assigned to our main office with the remaining personnel assigned to our larger customer sites. We operate a training facility at the main office that services over 3,000 customers each year.

The REJIS Commission is a seven member board appointed by the Mayor of the City of St. Louis and the St. Louis County Executive. Commissioners are responsible for overall policy and direction of REJIS. REJIS' General Manager, who is responsible for the day to day operations of REJIS, reports to the Board.

REJIS has over 300 criminal justice and government customers that represent a myriad of public sector agencies. Our customers are our partners, and we strive to serve them as a trusted advisor and continually focus on finding solutions for their challenges or problems.



Our services include the development of customer applications and web designs, online and batch processing, installation and support of custom and commercially available software, systems integration, custom interfaces, facility management, data center collocation, reselling of commercially available hardware and software, access to remote data bases, networking, training and help desk support.

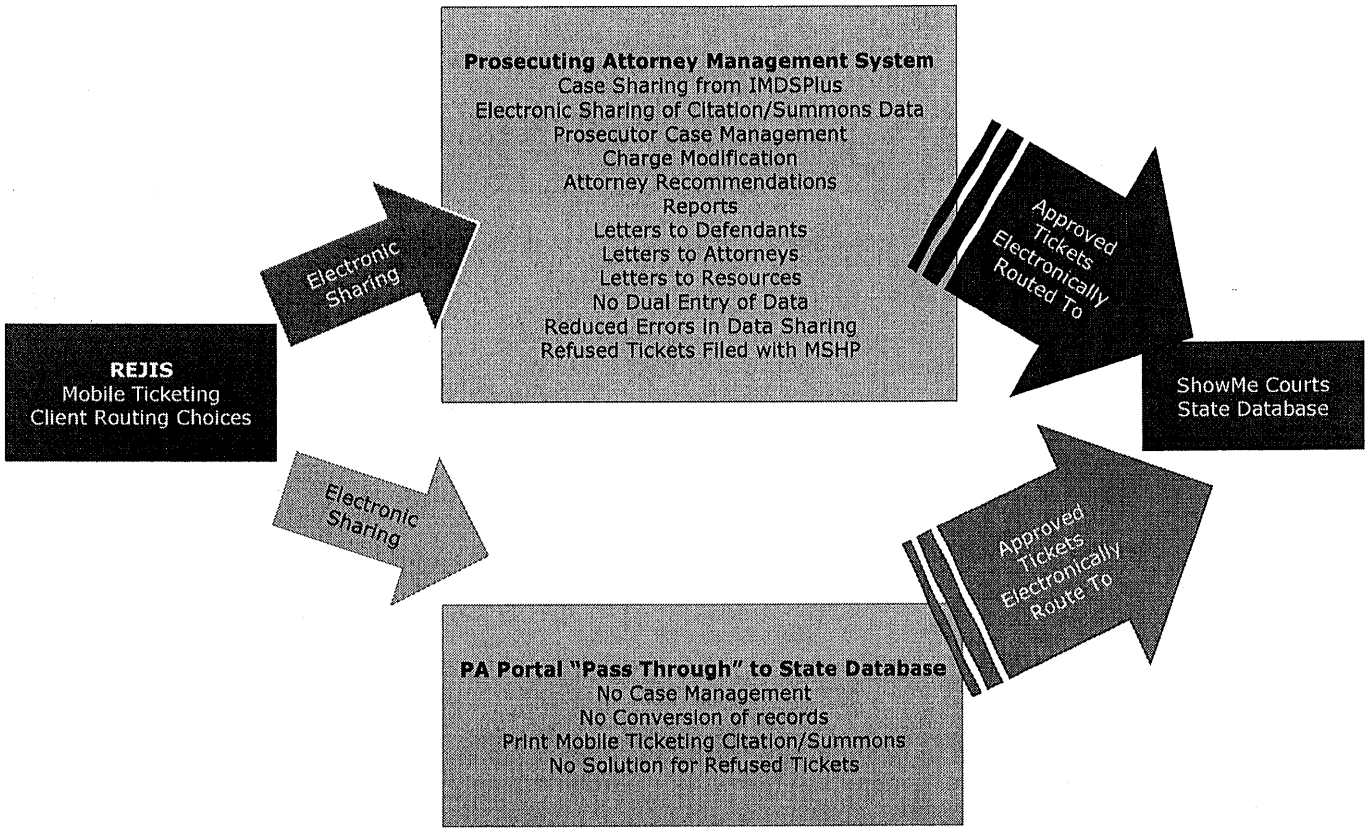
In addition, REJIS has worked with the Bureau of Justice Statistics in the U.S. Department of Justice on multiple grants for over 20 years. REJIS has supported nationwide studies on the impact of the Brady Act (FIST), recidivism (two different national studies), and tracking of criminal cases through the justice system (OBTS). These projects have given REJIS expertise in the automated translation of general English descriptions found in police and court files to obtain new information, such as offense type, type of conviction, and sentence length.

To better serve our customers, REJIS also provides fee based services to other governmental agencies and the private sector. Members of The Missouri Bar Association use a service called MoBar Net, members of the private security community may use a service called PS Net, and other governmental agencies can use a service called GA Net.

REJIS

Flow Charts for Prosecutor Connectivity

Trudy Reason
314-267-4762
treason@rejis.org



One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020-260 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 2051 North Summit Avenue to Lloyd Babcock Construction for $12,075.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 2051 North Summit Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by Department of Building Development Services, and include legal costs, demolition costs, etc., and total $8,089.75; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Lloyd Babcock Construction has offered to buy the Property for $12,075.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, City Council is committed to using all available funds, whenever possible, to add to the Police-Fire Pension Fund; and

WHEREAS, funds in excess of the funds reimbursed to the Department of Building Development Services will be allocated to the Police-Fire Pension Fund, and a budget adjustment is necessary to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 2051 North Summit Avenue and depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Lloyd Babcock Construction, for the price and sum of

$12,075.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference, so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 023, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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 - 260

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2051 North Summit Avenue to Lloyd Babcock Construction, for $12,075.00 and to authorize the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property generally located at 2051 North Summit Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $8,089.75. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received, it is over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

2051 North Summit Ave

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.004 0.008 0.016
mi

1 inch = 47 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

10/19/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being, and situate in the Greene County, Missouri, to wit:

> All of Lot Sixteen (16) and the South One-Half (S 1/2) of the South One-Half (S1/2) of Lots Eighteen (18) and Twenty (20), in Kellet's Subdivision of Block One, Union Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat; addressed as 2051 North Summit Avenue.
>
> Parcel No: 88-13-12-222-003

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
023

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	3,985.25	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	409170	000000	00000	8,089.75	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						12,075.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	3,985.25	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	502720	000000	00000	8,089.75	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						12,075.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 2051 N Summit Avenue to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-260
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020- 261 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1325 West Brower Street to Lloyd Babcock Construction for $8,400.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 1325 West Brower Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, and include legal costs, demolition costs, etc., and total $7,936.42; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Lloyd Babcock Construction has offered to buy the Property for $8,400.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, City Council is committed to using all available funds, whenever possible, to add to the Police-Fire Pension Fund; and

WHEREAS, funds in excess of the funds reimbursed to the Department of Building Development Services will be allocated to the Police-Fire Pension Fund, and a budget adjustment is necessary to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 1325 West Brower Street and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Lloyd Babcock Construction, for the price and sum of $8,400.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 025, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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 - 261

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 1325 West Brower Street to Lloyd Babcock Construction for $8,400.00 and authorizing the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property at 1325 West Brower Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $7,936.42. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

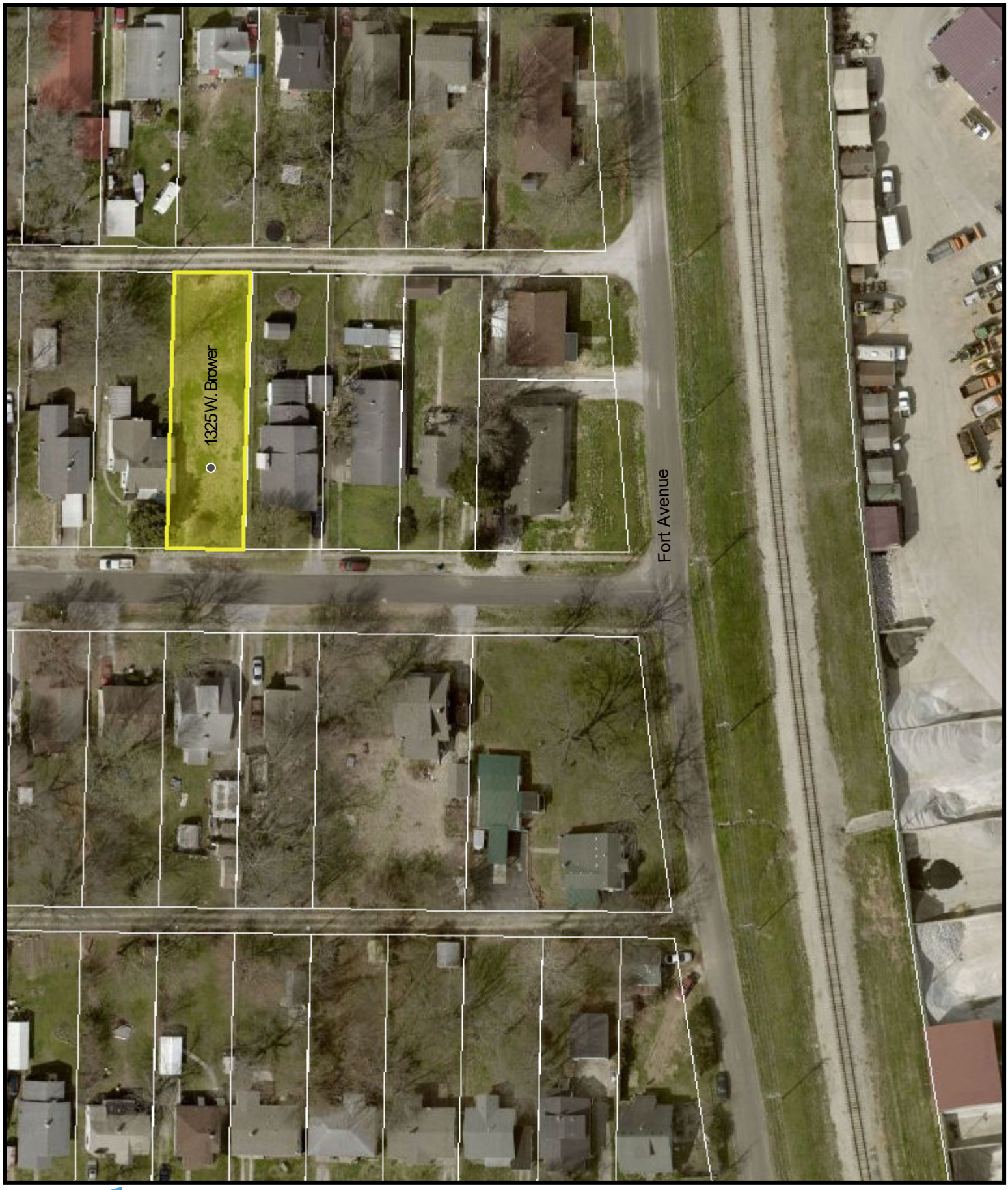
Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

1325 West Brower Street

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.0075 0.015 0.03
mi

1 inch = 94 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

N

10/20/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being, and situate in the Greene County, Missouri, to wit:

> All of Lot Number 145 in Third inside addition to the City of Springfield, Greene County, Missouri. Addressed as 1325 West Brower Street.
>
> Parcel # 88-13-14-319-024

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
025

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	463.58	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	409170	000000	00000	7,936.42	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						8,400.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	463.58	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	502720	000000	00000	7,936.42	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						8,400.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 1325 W Brower to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

Department Head — Date: 11/10/20

Approved By:

Director of Finance — Date: 11/10/20

City Manager — Date

Authorization:

Council Bill No. 2020-261
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020- 262 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1216 North Forest Avenue to Lloyd Babcock Construction for $8,925.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 1216 North Forest Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, and include legal costs, demolition costs, etc., and total $8,515.71; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Lloyd Babcock Construction has offered to buy the Property for $8925.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, City Council is committed to using all available funds, whenever possible, to add to the Police-Fire Pension Fund; and

WHEREAS, funds in excess of the funds reimbursed to the Department of Building Development Services will be allocated to the Police-Fire Pension Fund, and a budget adjustment is necessary to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 1216 North Forest Avenue and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Lloyd Babcock Construction, for the price and sum of $8,925.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference, so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 024, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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 - 262

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE To approve the sale of real property at 1216 North Forest Avenue to Lloyd Babcock Construction, for $8,925.00 and to authorize the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property generally located at 1216 North Forest Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $8,515.71. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received, it is over the City's asking price, and the lot is buildable, subject to a permanent sanitary sewer easement across the East 10 feet. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

1216 North Forest Avenue

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.004 0.008 0.016
mi

1 inch = 47 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

N

10/20/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being, and situate in the Greene County, Missouri, to wit:

> All of Lots Forty-three (43), Block Three (3) in Orchard's Height's Addition according to the recorded plat, in the City of Springfield, Greene County, Missouri; addressed as 1216 North Forest Avenue.
>
> Parcel No: 88-13-15-218-039

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; (c) rights of the public in and to the parts thereof in streets, roads or alleys; and, (d) a permanent sanitary sewer easement across the East 10 feet.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
024

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	409.29	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	409170	000000	00000	8,515.71	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						8,925.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	409.29	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	502720	000000	00000	8,515.71	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						8,925.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 1216 N Forest Avenue to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-262
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Schilling

First Reading _____ Second Reading _____

COUNCIL BILL 2020- 263 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1114 South Hillcrest Avenue to Lloyd Babcock Construction for $15,120.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 1114 South Hillcrest Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, and include legal costs, demolition costs, etc., and total $6,582.74; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Lloyd Babcock Construction has offered to buy the Property for $15,120.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, City Council is committed to using all available funds, whenever possible, to add to the Police-Fire Pension Fund; and

WHEREAS, funds in excess of the funds reimbursed to the Department of Building Development Services will be allocated to the Police-Fire Pension Fund, and a budget adjustment is necessary to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 1114 South Hillcrest Avenue and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Lloyd Babcock Construction, for the price and sum of $15,120.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 026, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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 - 263

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1114 South Hillcrest Avenue to Lloyd Babcock Construction for $15,120.00 and to authorize the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property at 1114 South Hillcrest Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $6,582.74. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received, it is over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

1114 South Hillcrest Avenue

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.0075 0.015 0.03
mi

1 inch = 94 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

10/21/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being, and situate in the Greene County, Missouri, to wit:

> All of Lot Eight (8), Block B, Glen Acres, Unit Two (2), an addition in Greene County, Missouri; addressed as 1114 South Hillcrest Avenue.
>
> Parcel No: 88-13-28-103-012

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
026

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	8,537.26	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	409170	000000	00000	6,582.74	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						15,120.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	8,537.26	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	502720	000000	00000	6,582.74	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						15,120.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 1114 S Hillcrest Avenue to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-263
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020- 264 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 528 North Homewood Avenue to David Hamilton for $4,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 528 North Homewood Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, and include legal costs, demolition costs, etc., and total $4,752.08; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, David Hamilton offered to buy the property for $4,000.00, an offer the City Manager considers acceptable because there were no bids for the property after four previous attempts to sell; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, net proceeds from the sale of surplus property are returned to the fund from which the property was purchased, up to the amount of the purchase price; and

WHEREAS, funds reimbursed to the Department of Building Development Services require a budget adjustment to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 528 North

Homewood Avenue and depicted on “Exhibit A,” which is attached hereto and incorporated herein by this reference, to David Hamilton for $4,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – The budget of the Department of Building Development Services for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 028, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 6 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 7 – 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 - 264

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 528 North Homewood Avenue to David Hamilton for $4,000.00 and authorizing the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property at 528 North Homewood Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $4,752.08. The City received the offer to purchase noted above. The bid is acceptable because there were no bids for the property after four previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

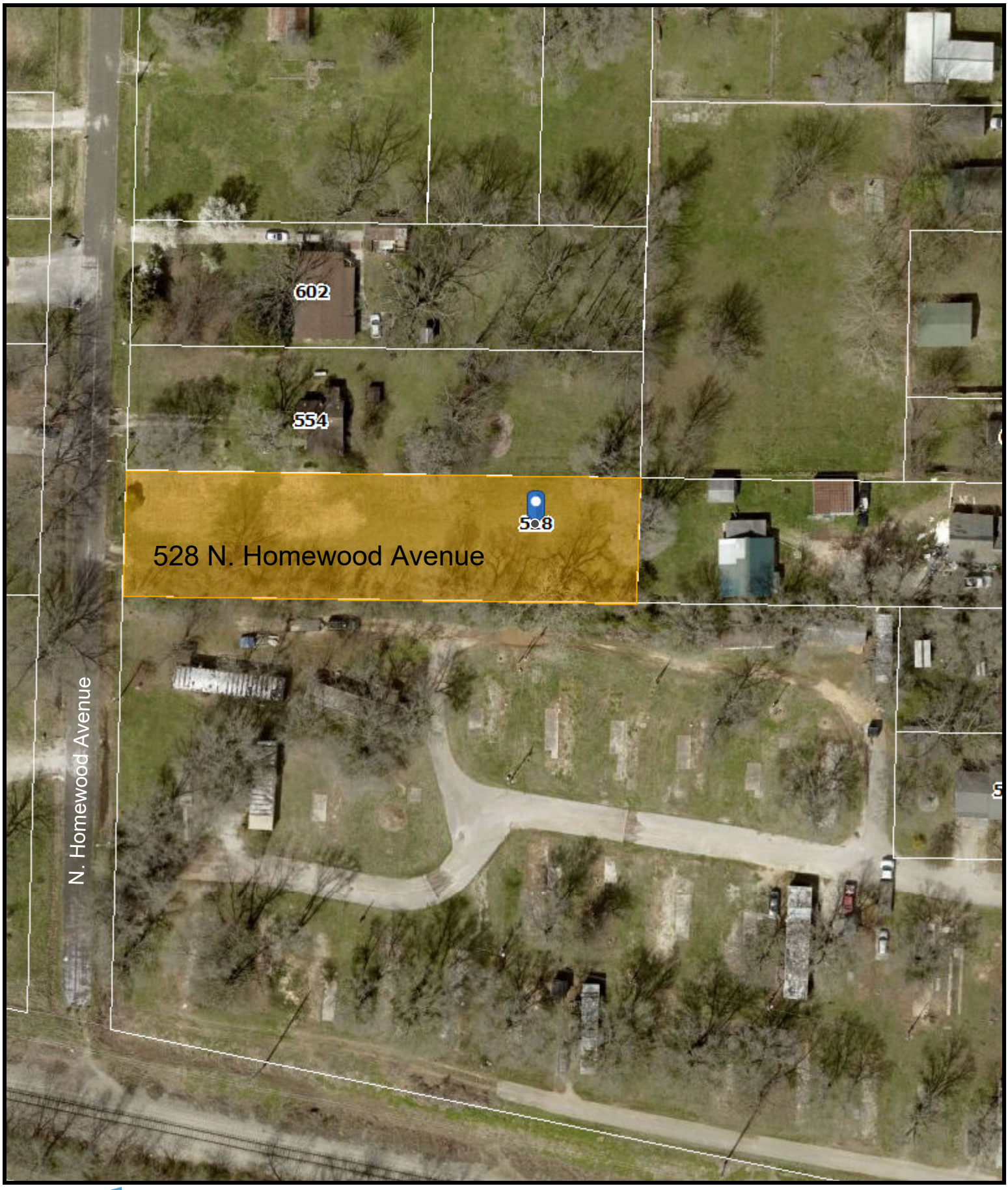
Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

528 North Homewood Avenue

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.0075 0.015 0.03
mi

1 inch = 94 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

N

10/23/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and David Hamilton, a single person, Grantee, at 3775 West State Highway O, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being, and situate in Greene County, Missouri, to wit:

> All the South half (S1/2) of Lot Three (3) Block "D", in FIRST ADDITION to FAIRFIELD ACRES, in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof, addressed as 528 N. Homewood.
>
> Parcel No. 88-13-16-411-007

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
028

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	409170	000000	00000	4,000.00	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						4,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	4,000.00	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						4,000.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the sale of property at 528 N Homewood Ave to reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-264
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020- 265 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1634 West Nichols Street to Randall Gear for $10,500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 1634 West Nichols Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, and include legal costs, demolition costs, etc., and total $7,710.86; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Randall Gear has offered to buy the Property for $10,500.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, City Council is committed to using all available funds, whenever possible, to add to the Police-Fire Pension Fund; and

WHEREAS, funds in excess of the funds reimbursed to the Department of Building Development Services will be allocated to the Police-Fire Pension Fund, and a budget adjustment is necessary to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 1634 West Nichols Street and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Randall Gear, for the price and sum of $10,500.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 027, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

Section 6 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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 - 265

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 1634 West Nichols Street to Randall Gear for $10,500.00, authorizing the issuance of a deed for same, and approving the budget adjustment to amend the Fiscal Year 2020-2021 budget.

BACKGROUND INFORMATION: The City acquired the property at 1634 West Nichols Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $7,710.86. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received and it is above the City's asking price. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

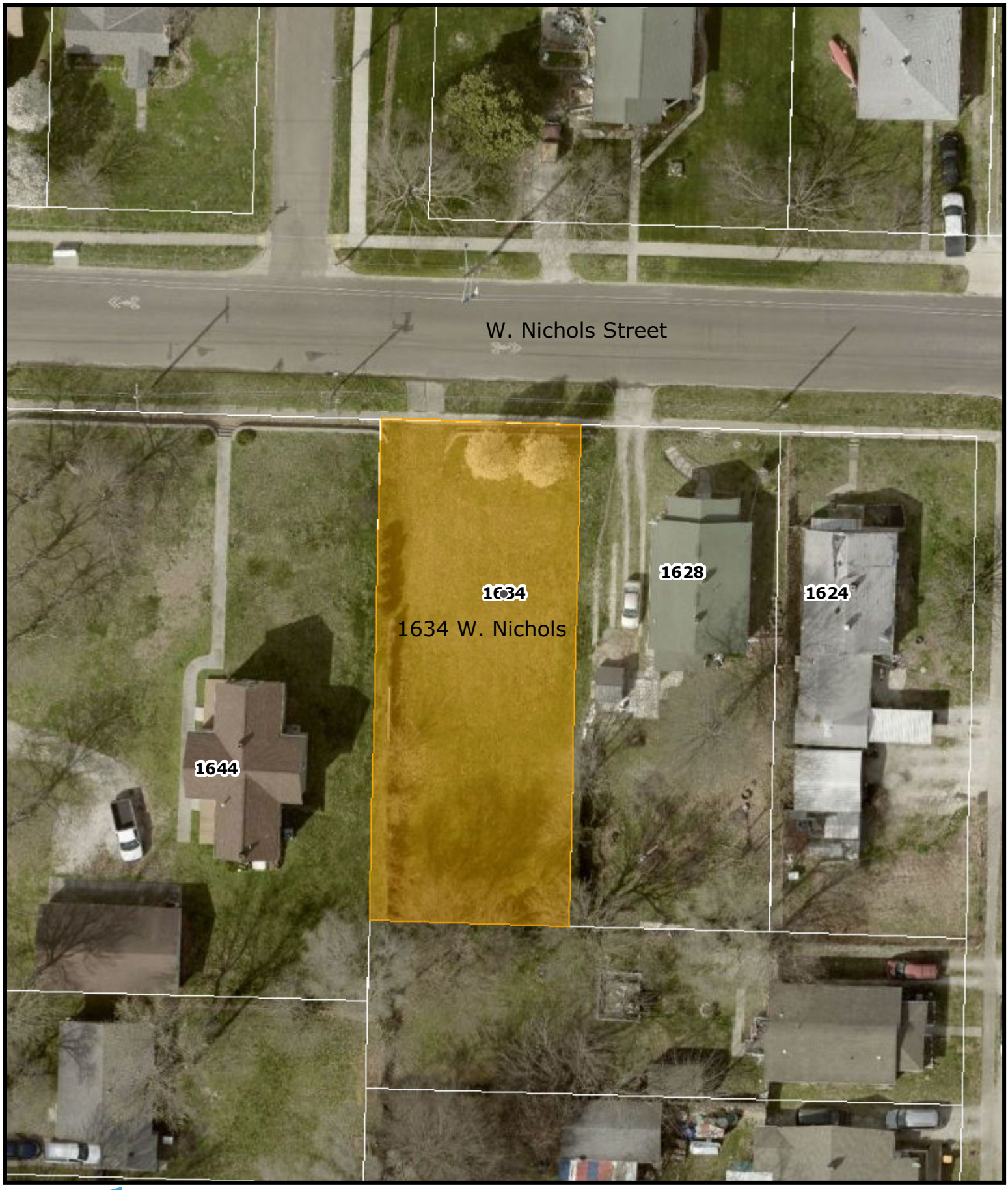
Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

1634 West Nichols Street

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.004 0.008 0.016
mi

1 inch = 47 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

N

10/26/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Randall Gear and Susan Gear, a married couple, Grantee, at 4097 S. Bothwell, Springfield, Missouri 65804.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being, and situate in the Greene County, Missouri, to wit:

> The West 60 feet of Lots One (1), Two (2), and Three (3) and the West 60 feet of the North 30 feet of Lot Four (4), Block B, Eagle Heights Place, in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 1634 W. Nichols Street.
>
> Parcel No. 88-13-15-402-003

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
027

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	2,789.14	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	409170	000000	00000	7,710.86	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						10,500.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	2,789.14	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	502720	000000	00000	7,710.86	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						10,500.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 1634 W Nichols Street to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-265
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020- 266 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1311 North Clay Avenue to Stirling Properties, LLC, for $16,550.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 1311 North Clay Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, and include legal costs, demolition costs, etc., and total $7,910.82; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Stirling Properties, LLC, has offered to buy the Property for $16,550.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, City Council is committed to using all available funds, whenever possible, to add to the Police-Fire Pension Fund; and

WHEREAS, funds in excess of the funds reimbursed to the Department of Building Development Services will be allocated to the Police-Fire Pension Fund, and a budget adjustment is necessary to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 1311 North Clay Avenue and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Stirling Properties, LLC, for the price and sum of $16,550.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 029, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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 - 266

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1311 North Clay Avenue to Stirling Properties, LLC for $16,550.00, authorize the issuance of a deed for same, and approve the budget adjustment to amend the Fiscal Year 2020-2021 budget.

BACKGROUND INFORMATION: The City acquired the property at 1311 North Clay Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $7,910.82. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received and it is above the City's asking price. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

1311 North Clay Avenue

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.004 0.008 0.016
mi

1 inch = 47 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

10/26/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Stirling Properties, LLC, Grantee, at 619 Larissa Drive, Fair Grove, Missouri 65648.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being, and situate in the Greene County, Missouri, to wit:

> All of Lot Ninety-Nine (99), in a subdivision of Block "A" in Merriman's Second Addition to the City of Springfield, Greene County, Missouri; addressed as 1311 N. Clay.
>
> Parcel No. 88-13-13-109-016

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
029

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	$ 8,639.18	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	409170	000000	00000	7,910.82	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						$ 16,550.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	$ 8,639.18	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	502720	000000	00000	7,910.82	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						$ 16,550.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the sale of property at 1311 N Clay Avenue to reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-266
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020-267 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 631 West Tampa Street to Educational Investments, LLC, for $6,300.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 631 West Tampa Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, and include legal costs, demolition costs, etc., and total $6,255.87; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Educational Investments, LLC, has offered to buy the Property for $6,300.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, City Council is committed to using all available funds, whenever possible, to add to the Police-Fire Pension Fund; and

WHEREAS, funds in excess of the funds reimbursed to the Department of Building Development Services will be allocated to the Police-Fire Pension Fund, and a budget adjustment is necessary to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 631 West Tampa Street and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Educational Investments, LLC, for the price and sum of $6,300.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 030, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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 - 267

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 631 West Tampa Street to Educational Investments for $6,300.00, authorizing the issuance of a deed for same, and approving the budget adjustment to amend the Fiscal Year 2020-2021 budget.

BACKGROUND INFORMATION: The City acquired the property at 631 West Tampa Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $6,255.87. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received and it is above the City's asking price. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

631 W. Tampa Street

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.004 0.008 0.016
mi

1 inch = 47 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

10/27/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Educational Investments, LLC, at 4112 N. Farm Road 189, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being, and situate in the Greene County, Missouri, to wit:

> Commencing at a point 26.5 feet East of the Southwest corner of Lot One (1) of Fellows Addition to the City of Springfield, Greene County, Missouri, and running thence North 200 feet; thence East 49 feet, thence South 200 feet, thence West 49 feet to the place of beginning, and being situated in the City of Springfield, Greene County, Missouri. Less and Except the North 110 feet of the following: commencing at point 26.5 feet East of the Southwest corner of Lot One (1) of Fellows Addition to the City of Springfield, Greene County, Missouri, and running thence North 200 feet, thence East 49 feet, thence South 200 feet, thence West 49 feet to the place of beginning in the City of Springfield, Greene County, Missouri; addressed as 631W. Tampa.
>
> Parcel number: 88-13-14-409-017

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
030

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	$ 44.13	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	409170	000000	00000	6,255.87	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						$ 6,300.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	$ 44.13	Proceeds of sale to Police and Fire Pension Fund
10110	03	10020	502720	000000	00000	6,255.87	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						$ 6,300.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 631 W Tampa Street to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-267
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020- 268 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 525 North Westgate Avenue to Larry Williams for $4,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

WHEREAS, the City acquired the real estate at 525 North Westgate Avenue (the "Property") through the sewer special tax bill program; and

WHEREAS, acquisition costs were paid by the Department of Environmental Services, and include legal costs, installation costs, etc., and total $3,392.61; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Larry Williams has offered to buy the Property for $4,000.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, City Council is committed to using all available funds, whenever possible, to add to the Police-Fire Pension Fund; and

WHEREAS, funds in excess of the funds reimbursed to the Department of Environmental Services will be allocated to the Police-Fire Pension Fund, and a budget adjustment is necessary to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 525 North Westgate Avenue and depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Larry Williams, for the price and sum of

$4,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Environmental Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 031, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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 -268

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 525 North Westgate Avenue to Larry Williams for $4,000.00, authorizing the issuance of a deed for same, and approving the budget adjustment to amend the Fiscal Year 2020-2021 budget.

BACKGROUND INFORMATION: The City acquired the property at 525 North Westgate Avenue through the sewer special tax bill program. Total acquisition costs, including legal costs, demolition costs, etc., were $3,392.61. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received and it is above the City's asking price. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

525 North Westgate Avenue

Exhibit A



CITY OF Springfield
(417) 864-1000

0 0.004 0.008 0.016
mi

1 inch = 47 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

N

10/28/2020

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Larry Williams, at 4312 W. Helen St., Springfield, Missouri 65802.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being, and situate in the Greene County, Missouri, to wit:

> All of Lot 1, Block 2, in Mahn Subdivision, a subdivision in Springfield, Greene County, Missouri.; addressed as 525 N. Westgate Ave.
>
> Parcel No.: 88-13-18-405-001

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
031

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	409170	000000	00000	$ 607.39	Proceeds of sale to Police and Fire Pension Fund
35010	09	14120	409170	000000	00000	3,392.61	Reimbursement of sewer tax bill program for acquisition cost incurred
Net Revenue Adjustment						$ 4,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	$ 607.39	Proceeds of sale to Police and Fire Pension Fund
35010	09	14120	502720	000000	00000	3,392.61	Reimbursement of sewer tax bill program for acquisition cost incurred
Net Expenditure Adjustment						$ 4,000.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 631 W Tampa Street to the Police and Fire Pension Fund and reimbursement the sewer special tax bill program for the acquisition costs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-268
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed 11-10-20

Sponsored by Ferguson

First Reading _____ Second Reading _____

COUNCIL BILL 2020-269 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1036 West Division Street to Master Auto Mechanic for Less, LLC, for $5,000.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

_____

WHEREAS, the City acquired the real estate at 1036 West Division Street (the "Property") through the dangerous-building program; and

WHEREAS, total acquisition costs, including legal costs, demolition costs, etc., were $5,972.88; and

WHEREAS, after declaring the Property to be surplus, with the exception of a sight-triangle easement, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Master Auto Mechanic for Less, LLC, offered to buy the property for $5,000.00, an offer the City Manager considers acceptable because there were no bids for the property after four previous attempts to sell; and

WHEREAS, the Department of Public Works has deemed it necessary to retain or receive back a sight-triangle easement; and

WHEREAS, disposition and acceptance of real property calls for City Council approval; and

WHEREAS, net proceeds from the sale of surplus property are returned to the fund from which the property was purchased, up to the amount of the purchase price; and

WHEREAS, funds reimbursed to the Department of Building Development Services require a budget adjustment to allocate the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council hereby approves the sale of the property at 1036 West Division Street, and depicted on "Exhibit 1," which is attached hereto and incorporated herein by this reference, to Master Auto Mechanic for Less, LLC, for $5,000.00, with a retained sight-triangle easement to the City.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit 2," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate, with the exception of a retained sight-triangle easement, to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby authorizes the Mayor to accept a "Sight Triangle Easement," said document to be substantially similar to "Exhibit 3," which is attached hereto and incorporated herein by this reference.

Section 5 – The budget of the Department of Building Development Services for Fiscal Year 2020-2021 is hereby amended in the account and in the amounts as shown on Budget Adjustment No. 034, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit 4."

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – This Ordinance shall be in full force and effect from and after passage.

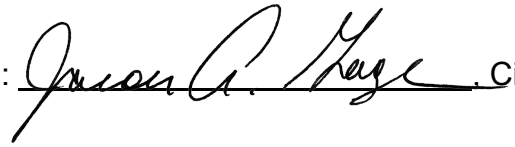
Passed at meeting: _____

_____
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 - 269

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 1036 West Division Street to Master Auto Mechanic for Less, LLC, for $5,000.00, authorizing the issuance of a deed for same, authorizing the acceptance of a sight-triangle easement, and approving the budget adjustment to amend the Fiscal Year 2020-2021 budget.

BACKGROUND INFORMATION: The City acquired the property at 1036 West Division Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were $5,972.88. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid after three previous attempts to sell. The Department of Public Works also deems it necessary to retain or receive back a sight-triangle easement. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:

Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Assistant City Manager

Approved by:

Jason Gage, City Manager

1036 W. Division Street

Exhibit 1



CITY OF Springfield
(417) 864-1000

0 0.004 0.008 0.016
mi

1 inch = 47 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

N

10/27/2020

Exhibit 2

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, Grantor, and Master Auto Mechanic for Less, LLC, Grantee, at 1030 W. Division, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being, and situate in Greene County, Missouri, to wit:

> All of Lot Twelve (12), in Block One (1), in ENGLEWOOD ADDITION in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 1036 W. Division.
>
> Parcel Number: 88-13-14-201-005

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2020.

_____
Notary Public

My term of office expires: _____

Exhibit 3

SIGHT TRIANGLE EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, by and between **Master Auto Mechanic for Less, LLC**, a _____ Limited Liability Company ("Grantor") and the **City of Springfield, Missouri**, a municipal corporation ("Grantee"). The mailing address of Grantor is **1030 W. Division, Springfield, Missouri 65803**. The mailing address of Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"
WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining **a sight triangle** or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

The easement shall confer on the Grantee the right to remove or relocate any structures, furniture, or sight obstructions within the easement, as well as trimming and/or removing all trees, shrubs, bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # N/A which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

Exhibit "B" depicts the general location of the easement area and is for illustrative purpose only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT NO ORGANIZER, MEMBER, OR EMPLOYEE OF GRANTOR IS PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

GRANTOR

By:_____

Type Name & Title:_____

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

On this _____ day of _____, in the year 20____, before me, a Notary Public in and for said state, personally appeared_____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of Master Auto Mechanic for Less, LLC, a Limited Liability Company of the State of _____, and that said document was signed in behalf of said Limited Liability Company by authority of its _____ and said _____ acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

"Notary Seal"

Notary Public: _____

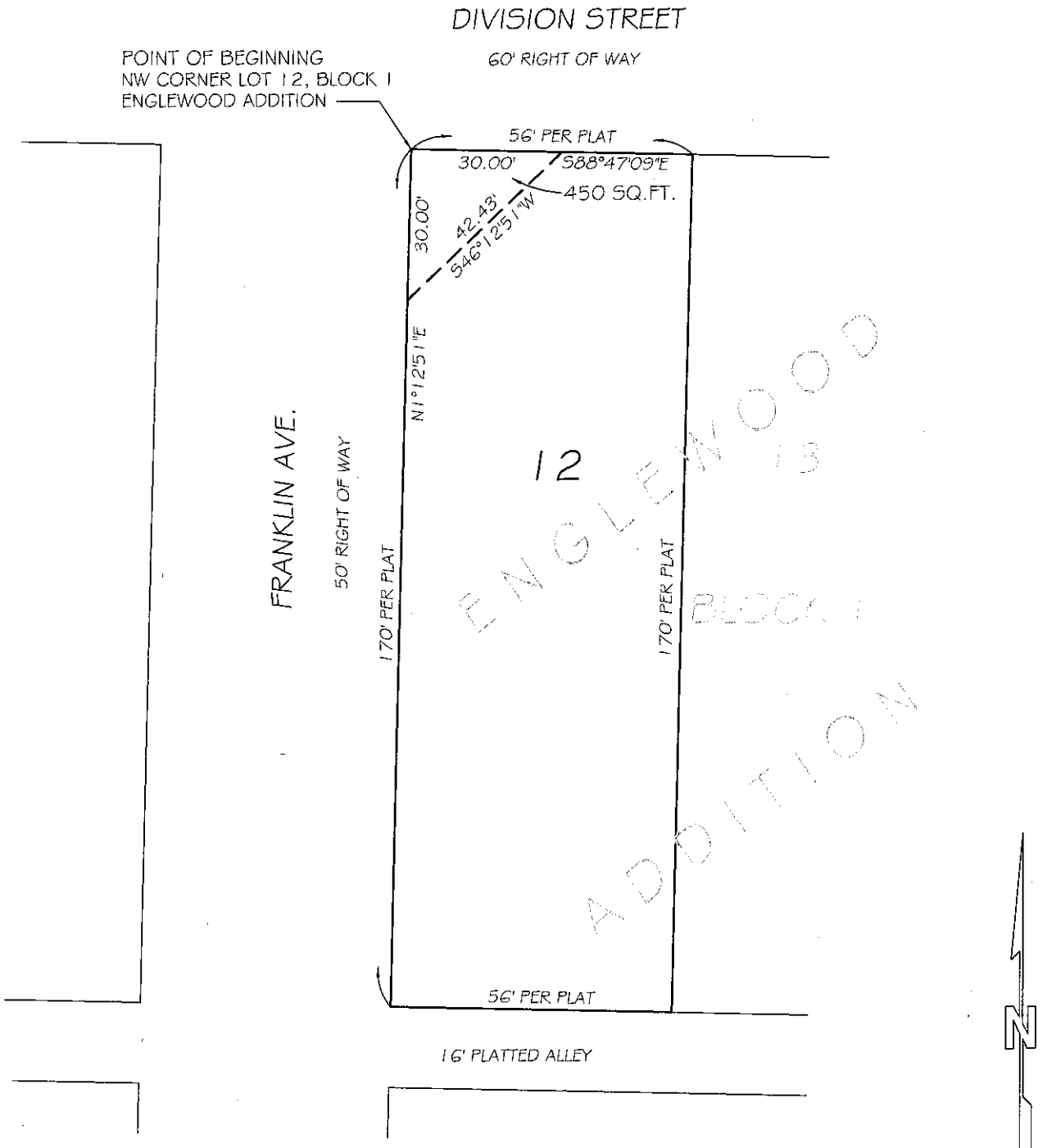
Type Name: _____

EXHIBIT "A"

PERPETUAL SIGHT TRIANGLE EASEMENT BEING DESCRIBED AS FOLLOWS:

A PART OF LOT TWELVE (12), IN BLOCK ONE (1), IN ENGLEWOOD ADDITION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT (12), IN BLOCK (1), THENCE ALONG THE NORTH LINE OF SAID LOT (12) AND BEING THE SOUTH RIGHT OF WAY LIINE OF DIVISION STREEET, S88°47'09"E, A DISTANCE OF 30.00'; THENCE LEAVING SAID LINE; S46°12'51"W, A DISTANCE OF 42.43' TO A POINT ON THE EAST RIGHT OF WAY LINE OF FRANKLIN AVENUE, AND THE WEST LINE OF SAID LOT 12; THENCE, ALONG THE WEST LINE OF SAID LOT 12 AND EAST RIGHT OF WAY LINE OF FRANKLIN AVENUE, N01°12'51"E, A DISTANCE OF 30.00' TO THE POINT OF BEGINNING. CONTAINING 450 SQUARE FEET, MORE OR LESS.



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF A SIGHT TRIANGLE EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

CITY OF Springfield PUBLIC WORKS	SKETCH EXHIBIT "B" SIGHT TRIANGE EASEMENT LOT 12, BLOCK 1, ENGLEWOOD ADDITION 1036 W. DIVISION STREET	Drawn by: JDG 10/28/20 RIGHT-OF-WAY

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
034

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	409170	000000	00000	5,000.00	Reimbursement of dangerous building expenses incurred
Net Revenue Adjustment						5,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	5,000.00	Reimbursement of dangerous building expenses incurred
Net Expenditure Adjustment						5,000.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating the sale of property at 1036 W Division Street to reimburse the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

11/10/20
Department Head Date

Approved By:

11/10/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-269
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 101
Filed: 11-10-20

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 270 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a supplemental agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, in the amount of $23,987.89 to allow for additional services and to set out terms of the financial obligations between the parties.

_____

WHEREAS, the City previously entered into an agreement, and first supplemental agreement, with the Missouri Highways and Transportation Commission and TransCore ITS, LLC, for development, implementation, and maintenance of software and hardware to support the Advanced Traffic Management System, as well as cost apportionment between the parties; and

WHEREAS, the second supplemental agreement will add additional services which will enhance and expand upon the initial agreement, to address areas identified in development and implementation of the system, and extend the term of the agreement through August 31, 2021, to be consistent with state-wide interoperability; and

WHEREAS, the City is responsible for 25 percent of actual costs, not to exceed $125,094.49, and the City's 25 percent share of the additional services would be $23,987.89 to be funded from the 1/8-Cent Transportation Sales Tax Intelligent Transportation Systems ("ITS") and Signal System Improvements Program, and is already budgeted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a supplemental agreement with the Missouri Highways and Transportation Commission and TransCore ITS, LLC, said agreement to be in substantially the same form as "Exhibit 1," which is attached hereto and incorporated herein by reference as though fully set forth.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 270

FILED: 11-10-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a supplemental agreement (Exhibit 1) with Missouri Highways and Transportation Commission (MHTC) and TransCore, LP (hereinafter, Consultant), for additional development, implementation, and maintenance of Advanced Traffic Management System (ATMS) software and hardware to be operated by the Missouri Department of Transportation (MoDOT) and the City of Springfield at the Transportation Management Center of the Ozarks (TMC) for traffic management and traveler information services throughout the regional roadway network.

BACKGROUND INFORMATION: MHTC, the Consultant, and the City previously entered into the original agreement (Special Ordinance 26817, Exhibit 2) in 2017, and a supplemental agreement (Special Ordinance 27231, Exhibit 3) in 2019 for the purpose of defining the services to be provided by the Consultant and cost apportionment between MoDOT and the City for the development, implementation, and maintenance of TransSuite ATMS software. This supplemental agreement defines additional services to be provided by the Consultant and the terms under which the City and MoDOT will share in the additional cost.

The TransSuite software provides TMC staff with integrated traffic management functionality through deployment of Event Management for incidents, roadwork, and special events; traffic sensor data processing; data storage and retrieval of field data for performance measure reporting; closed-circuit television (CCTV) traffic monitoring camera control; dynamic message sign (DMS) control; computer-aided dispatch (CAD) interface that supports importing of external incidents from E911; and data feeds to the public website and external partners. The software is also utilized in Kansas City and St. Louis which provides for enhanced interoperability among all three TMCs in Missouri.

Proposed additional services include development and deployment of 1) up to three (3) additional CAD feeds; 2) ongoing system operational support; and 3) ongoing core system maintenance. The supplemental agreement would extend the contract term through August 31, 2021, to be consistent with the separate contracts in place for Kansas City and St. Louis which will ensure continued statewide interoperability.

The previous total contract amount was $500,377.95. The City was responsible for twenty-five percent (25%) of actual costs not to exceed $125,094.49, made payable directly to the Consultant. This supplemental agreement would authorize an additional $95,951.55 total contract amount. The City's share (25%) of additional cost, $23,987.89, would be funded from the 1/8-cent Transportation Sales Tax Intelligent Transportation Systems (ITS) and Signal System Improvements Program and is already budgeted.

Supports the following 2020 City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality
- Public Safety

REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this Council Bill.

Submitted by:

Kirk Juranas, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

EXHIBIT 1

CCO Form: DE44 Supplemental Agreement No. 2020-07-58512
Approved: 01/00 (BDG) Route: Various
Revised: 04/20 (BDG) County: Various
Modified: Job No.: 8Q3148

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
DESIGN CONSULTANT SUPPLEMENTAL AGREEMENT #2020-07-58512
(FEDERAL ASSISTANCE)

THIS 2nd SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Springfield (hereinafter, "City"), and Transcore ITS, LLC (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Commission, City and the Consultant entered into an Agreement on February 6, 2017, to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, designated as Job No. 8Q3001 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the Consultant have previously entered into 1 Supplemental Agreement(s) to the Original Agreement on October 21, 2019; and

WHEREAS, the Commission and the Consultant now desire to enter into Supplemental Agreement No. 2 to otherwise complete, extend or continue the Original Agreement and all previous Supplemental Agreements as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES: The Services to be provided by the Consultant under Supplemental Agreement No. 2 are additional services which are beyond the scope of services provided in the Original Agreement and all previous Supplemental Agreements. These additional professional services are described and defined in Exhibit A, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (10) of the Original Agreement and all previous Supplemental Agreements.

(B) The costs of this Supplemental Agreement shall be integrated with the cost of the Original Agreement and all previous Supplemental Agreements.

(C) Estimated costs for the services in this Supplemental Agreement are defined in Exhibit B, which is attached hereto and incorporated herein by reference.

(D) The fixed fee and maximum amount payable included in Section (10) of the Original Agreement and all previous Supplemental Agreements are modified as follows:

	Original Amount Plus Previous Supplemental Agreements	Supplemental Agreement No. 2	TOTAL
Fixed Fee	$46,126.92	$10,280.52	$56,407.44
Max. Fee Payable	$500,377.95	$95,951.55	$596,329.50

(3) DBE PARTICIPATION: In the Original Agreement, the Consultant agreed to use DBE firms to complete an established DBE goal of at least 0% of the total services by dollar value. This DBE goal shall apply to all additional services under the Original Agreement, unless otherwise modified by the Commission by Supplemental Agreement. After evaluation of the work associated with this Supplemental Agreement, it was ultimately determined that a 0% DBE goal would apply to this supplemental work.

DBE FIRM NAME(S) FOR THIS SUPPLEMENTAL	TYPE OF SERVICE	TOTAL VALUE OF DBE WORK FOR THIS SUPPLEMENTAL	PERCENTAGE OF SUBCONTRACT VALUE APPLICABLE TO THE TOTAL GOAL
DBE Firm #1		$	%
DBE Firm #2		$	%
DBE Firm #3		$	%
DBE TOTAL VALUE FOR THIS SUPPLEMENTAL	$		

DBE TOTAL VALUE (including Original Contract and prior Supplemental DBE work)	$

ESTIMATED % DBE PARTICIPATION FOR THIS SUPPLEMENTAL: DBE total value for this supplemental divided by the maximum fee payable for this supplemental	%

ESTIMATED TOTAL % DBE PARTICIPATION: DBE total value (including Original Contract and prior Supplemental DBE work) divided by the total maximum fee payable (the total contract ceiling)	%

(4) SUBCONSULTANTS: Pursuant to Section (8) of the Original Agreement

and in addition to any other firms expressly permitted by the Commission to perform subconsultant services, the Commission consents to transfer of a portion of the Consultant's services to the following firms:

Firm Name	Complete Address	Nature of Services
gbaSI	9801 Renner Blvd, Suite 300, Lenexa, KS 66219	IT Support
Vireo	929 Walnut Street, Suite 700, Kansas City, MO 64106	Program Support

(5) PERIOD OF SERVICE: Exhibit C, Schedule, of the Original Agreement and any revisions included in previous Supplemental Agreements is hereby further revised to include time for the performance of these additional services. The projected completion date shown on Exhibit C or included in the last previous Supplemental Agreement is now revised to August 31, 2021, which includes time for performance of all remaining services in the Original Agreement and all previous Supplemental Agreements and the services in this Supplemental Agreement and submittal of all deliverables.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and the terms of the Original Agreement and all previous Supplemental Agreements between the parties shall extend and apply to this Supplemental Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Consultant on _____(DATE).

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST: (Commission seal)

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

TransCore ITS, LLC

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

CITY OF SPRINGFIELD

By: _____

Title: _____

ATTEST: (City seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

City Ordinance Number _____

Springfield Region

Advance Transportation Management System (ATMS)

Extension No.2
Exhibit A: Scope of Services

Prepared for:





Transportation Management Center of the Ozarks
1107 W. Chestnut Expressway
Springfield, MO 65802

Prepared by:

TRANSCORE

150 4th Avenue North
Suite 1200
Nashville, TN 37219

September 28, 2020
Version 1.1

Revision #	Date	Purpose
1.0	Sept-11-2020	Initial extension draft
1.1	Sept-28-2020	Incorporate requested changes

TRANSCORE

Table of Contents

TABLE OF CONTENTS II
INTRODUCTION 1
1. PROJECT MANAGEMENT 1
1.1 Project Manager 1
2. ENHANCEMENT TASKS 1
2.1 CAD Integration 1
Requirements *1*
2.2 Ongoing Support Services 1
3. CORE SYSTEM MAINTENANCE 2
3.1 System Operational Support 2
4. SCHEDULE 2
4.1 Project Timeframe 2
5. COST SCHEDULE 2
5.1 Payment Terms 2

TRANSCORE

INTRODUCTION

Through this work, TransCore shall provide technical services and enhancement work for the Commission and City of Springfield, that will facilitate improved reporting and operations support for the regional transportation management center.

The following document details the scope of work covering the tasks to be performed under the contract period.

1. PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, development of action items, cost and schedule control, development of regular progress reports, and contracting activities.

1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

2. ENHANCEMENT TASKS

The following tasks have been identified as part of the contract extension.

2.1 CAD Integration

As part of this effort TransCore will develop, deploy, and configure CAD integration services for remote 911 feeds deployed by City of Joplin, Jasper County, and or Newton County.

System requirements for this enhancement include:

Requirements

- Consume an external incident feed pushed by the safety agency
- Filter critical incident information from feed to populate active events in Event Receiver, where an operator can choose to create an event based on the information provided
- Optional: If event incident information is high quality and does not require operator review; populate event directly to Event Manager

Deliverables:

CAD Feed Integration, up to three feeds

2.2 Ongoing Support Services

Continued support will be provided by TransCore through the enhancement's deployment through the end of the contract. The support is meant to allow for tweaking the developed feature and for general maintenance and troubleshooting actives necessary to keep the system operating at a high level.

TRANSCORE

3. CORE SYSTEM MAINTENANCE

3.1 System Operational Support

TransCore will continue to offer support and maintenance of the core installation and provide troubleshooting and configuration of the production environment. This means providing review and investigation of issues or questions that arise during the ongoing use of the system, as well as correcting discovered bugs. Ongoing support for map changes, or adjustments to configurations of currently defined or new equipment to be added to the system are also supported by this effort.

4. SCHEDULE

4.1 Project Timeframe

It is anticipated that the work will conclude prior to the end of the current project completion which has a contractual end date of August 31, 2021, unless stated otherwise through agreed to amendments between parties.

5. COST SCHEDULE

5.1 Payment Terms

Current hours and cost anticipated for the work are broken down as follows:

TRANSCORE
150 4th Avenue North, Suite 1200
Nashville, TN 37219

Consultant Contract Fee Computation - Exhibit B

Summary of Costs

Project: Springfield-ATMS Ext-2
Revised: September 28, 2020

Prepared By:
Rick Zygowicz
414-331-5821
Rick.Zygowicz@TransCore.com

Prepared For:
Customer: MoDOT/City of Springfield
Contact: Marc Lewis

Labor Costs

Person	Role	Hours	Rate	Total
David Shackelford	Software Manager	176	$ 68.10	$ 11,985.16
Keith Patton	Responsible Officer	1	$ 68.25	$ 68.25
Rick Zygowicz	Project Manager	66	$ 60.59	$ 3,998.89
Glen Holcomb	Senior Software Engineer	100	$ 48.26	$ 4,826.20
James Lewis	Software Engineer	80	$ 40.74	$ 3,259.42
Eric Purser	Software Support	0	$ 37.10	$ -
Kevin Jones	Software Support	80	$ 21.59	$ 1,727.00
Leticia Tomusiak	Quality Control Engineer	90	$ 34.60	$ 3,113.98
Michael Bayer	Senior Systems Engineer	126	$ 49.18	$ 6,196.31
Angie Stockton	Systems Engineer	20	$ 35.67	$ 713.49
Total Direct Labor		*739*		$ *35,888.72*
Overhead	138.71%			$ 49,782.31
Subtotal				$ *85,671.03*
Fee	12.00%			$ 10,280.52
Subtotal Labor Costs				**$ 95,951.55**

Direct Expenses	Total
Airfare	$ -
Hotel	$ -
Car Rental & Fuel	$ -
Mileage	$ -
PerDiem	$ -
Parking	$ -
Hardware & COTS	$ -
License	$ -
Subtotal Direct Expenses	**$ -**

Project Total	**$ 95,951.55**

TRANSCORE

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-2
Customer: MoDOT/City of Springfield
Revised: September 28, 2020

Estimate of Hours

Task	Description	Employee Name:	David Shackelford	Keith Patton	Rick Zygowicz	Glen Holcomb	James Lewis	Eric Purser	Kevin Jones	Leticia Tomusiak	Michael Bayer	Angie Stockton	
		Role:	Software Manager	Responsible Officer	Project Manager	Senior Software Engineer	Software Engineer	Software Support	Software Support	Quality Control Engineer	Senior Systems Engineer	Systems Engineer	Total
1 Project Management													
1.1	Project Manager		10	1	10								21
	Task Subtotal		10	1	10								**21**
2.1 CAD Integration													
	Interface/Output		20										**20**
	CAD Feed Integration		30			20				10	10		**70**
	Task Subtotal		50			20				10	10		**90**
2.2 Ongoing Support Services													
	Continued maintenance		16		16						16		**48**
	Task Subtotal		*16*		*16*						*16*		***48***
2.3 Core System Maintenance													
	System Operational Support		100		40	80	80		80	80	100	20	**580**
	Task Subtotal		*100*		*40*	*80*	*80*		*80*	*80*	*100*	*20*	***580***
Project Total			176	1	66	100	80		80	90	126	20	**739**

TRANSCORE

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-2
Customer: MoDOT/City of Springfield
Revised: September 28, 2020

Direct Expenses

Task	Description		Airfare	Hotel	Car Rental & Fuel	Mileage	PerDiem	Parking	Hardware & COTS	License		Total
		Direct Cost:										
		Unit Rate:	$600.00	$89.00	$80.00	$0.56	$51.00	$25.00	$1.00	$0.00		
1	**Project Management**											
1.1	Project Manager										$	-
	Task Subtotal		0	0	0	0	0	0	0		0 $	-
2.1	**CAD Integration**											
	Interface/Output										$	-
	CAD Feed Integration										$	-
	Task Subtotal		0	0	0	0	0	0	0		0 $	-
2.2	**Ongoing Support Services**											
	Continue Maintenance										$	-
	Task Subtotal		0	0	0	0	0	0	0		0 $	-
2.3	**Core System Maintenance**											
	System Operational Support										$	-
	Task Subtotal		0	0	0	0	0	0	0		0 $	-
	Project Total Quantity		0	0	0	0	0	0	0	0		
	Project Total Cost		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	-

TRANSCORE

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-2
Customer: MoDOT/City of Springfield
Revised: September 28, 2020

Summary of Costs by Task

Task	Description	Total Labor Costs	Direct Expenses	Total
1	**Project Management**			
1.1	Project Manager	$ 3,623.03	$ -	**$ 3,623.03**
	Task Subtotal	*$ 3,623.03*	*$ -*	***$ 3,623.03***
2.1	**CAD Integration**			
	Interface/Output	$ 3,641.29	$ -	**$ 3,641.29**
	CAD Feed Integration	$ 10,282.43	$ -	**$ 10,282.43**
	Task Subtotal	*$ 13,923.72*	*$ -*	***$ 13,923.72***
2.2	**Ongoing Support Services**			
	Continued maintenance	$ 7,608.55	$ -	**$ 7,608.55**
	Task Subtotal	*$ 7,608.55*	*$ -*	***$ 7,608.55***
2.3	**Core System Maintenance**			
	System Operational Support	$ 70,796.25	$ -	**$ 70,796.25**
	Task Subtotal	*$ 70,796.25*	*$ -*	***$ 70,796.25***
Project Total		$ 25,155.30	$ -	**$ 95,951.55**

EXHIBIT 2

CCO Form: DE01-FA
Approved: 07/99 (DPP)
Revised: 06/15 (AR)
Modified:

Project Design Consultant Agreement
Route: Various
County: Various
Job No.: 8Q3001, 8Q3073, 8Q3107

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PROJECT DESIGN CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)

THIS AGREEMENT is entered into by TransCore ITS, LLC (hereinafter, "Consultant") and the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "City"). Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Commission and City of Springfield have undertaken a regional Intelligent Transportation Systems (ITS) program called Transportation Management Center of the Ozarks (hereinafter referred to as "TMC of the Ozarks") located in Springfield, MO; and

WHEREAS, the Parties have selected the Consultant to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, from n/a to n/a, designated as Job No. 8Q3001.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Commission, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "AASHTO" means the American Association of State Highway and Transportation Officials.

(B) "COMMISSION" means the Missouri Highways and Transportation Commission, an executive branch agency of state government, which acts by and through its Director, Chief Engineer and others in the Missouri Department of Transportation.

(C) "CONSULTANT" means the firm providing professional services to the Commission and City as a party to this Agreement.

(D) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Commission's Engineers.

(E) "DELIVERABLES" means all software, drawings, and documents prepared in performance of this Agreement, to be delivered to and become the property of the Commission pursuant to the terms and conditions set out in Section (13) of this Agreement.

(F) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the Commission. Appropriate businesses owned and controlled by women are included in this definition.

(G) "ENGINEER" means the Chief Engineer or any other authorized representative of the Commission. Where the specific term "Chief Engineer" is used, it shall mean the Chief Engineer exclusively.

(H) "FHWA" means the Federal Highway Administration within the USDOT, headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Commission either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE," in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Commission.

(M) "USDOT" means the United States Department of Transportation,

headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(O) "TMC of the Ozarks" means the Missouri Highways and Transportation Commission and the City of Springfield, and their representatives, as engaged in the regional ITS program.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for Advanced Traffic Management System (ATMS) software, central traffic signal system software, and maintenance management software, as well as maintenance of all software and hardware provided.

(B) The specific services to be provided by the Consultant are set forth on Exhibit A to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit A as changed or unforeseen conditions may require. Such direction by the Commission or its Engineer shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the supplemental agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the

Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Commission and City; and if none are expressly established in this Agreement, published manuals and policies of the Commission and FHWA which shall be furnished by the Commission upon request; and, absent the foregoing, manuals and policies of AASHTO, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit A. In addition, coordination meetings between the consultant, the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout will be held on a quarterly basis.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Commission project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed plans, plans submitted for review by permit authorities, and plans issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and

not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Commission and its Engineers, consultants, and contractors on adjacent projects, and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This shall include attendance at meetings, discussions, and hearings as requested by the Engineer. The minimum number and location of public meetings and public hearings shall be defined in Exhibit A.

(F) In the event any lawsuit or court proceeding of any kind is brought against the TMC of the Ozarks, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the TMC of the Ozarks in preparing the TMC of the Ozarks's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the TMC of the Ozarks by the Consultant will be compensated at an amount or rate negotiated between the TMC of the Ozarks and the Consultant as will be identified in a separate agreement between the TMC of the Ozarks and the Consultant. To the extent the assistance given to the TMC of the Ozarks by the Consultant was necessary for the TMC of the Ozarks to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the TMC of the Ozarks to the Consultant will be reimbursed to the TMC of the Ozarks.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is _0_% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Commission.

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Commission is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Paragraph (7)(B)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and

socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Vireo	Public Relations	N/A	N/A	N/A

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the proper written consent of the Commission. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS

Firm Name	Complete Address	Nature of Services
gbaSI	9801 Renner Blvd, Suite 300, Lenexa, KS 66219	IT Support
Vireo	929 Walnut Street, Suite 700, Kansas City, MO 64106	Program Support

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times at no charge to the Commission and their designees and/or representatives during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Commission or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontract agreements, and in not less than the following amounts:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence; and

3. Worker's Compensation in accordance with the statutory

limits; and Employer's Liability: $1,000,000.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Commission in accordance with the submitted invoices for such services, as set forth in Section (10), titled "Fees and Payments."

(F) The Consultant agrees to furnish a list of any Commission-approved DBE Subconsultants under this Agreement upon the request of the Commission.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds twenty-five thousand dollars ($25,000).

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(B) The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Parties as full

remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of $28,942.27, except that the combined costs and fee will not exceed a maximum amount payable of $339,987.85 which is shown in Exhibit B, "Estimate of Costs," attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service. The Commission will be responsible for seventy five percent (75%) of the total project costs, currently estimated at two hundred fifty four thousand nine hundred ninety dollars and eighty nine cents ($254,990.89). The Commission's share will come from its Southwest District TMC of the Ozarks operating budget, payable directly to TransCore. The City will be responsible for twenty five percent (25%) of the total project costs, currently estimated at eighty four thousand nine hundred ninety six and ninety six cents ($84,996.96), payable directly to TransCore.

1. Quarterly coordination meeting costs will be shared by the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout. The entire cost paid to the consultant for each meeting will be charged to one of the three aforementioned TMC groups, to be determined on a rotating basis.

(B) The Consultant's actual costs shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 C.F.R. Part 31, the Federal Acquisition Regulations (FAR), and 23 C.F.R. 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(B) 1 and 2 will be established based on the latest audit. If an audit determines that overhead has increased or decreased during the course of the services, the Consultant shall notify the Commission and utilize the latest audited data as the basis for interim payments and adjust overhead for prior periods. Upon completion of the services outlined under this Agreement, the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. If, however, the Consultant's overhead has remained reasonably uniform during the period of the Agreement, the Consultant's latest audited rates may be accepted as a basis for establishing final payment for payrolls earned in the last fiscal year.

5. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Commission will be required prior to acquisition of reimbursable special equipment.

(C) The Consultant shall submit separate invoices for services rendered to the Commission and City not more than once every month. The invoice must be on the form provided by the Commission and must include all information required pursuant to section 134.5.1.1 of the Commission's Engineering Policy Guide, as amended. A graphic progress report indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress report, the Commission and City will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Commission's and City's receipt of the Consultant's invoice. The Commission and City will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

(11) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit C, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant,

before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) The Consultant and Commission agree that time is of the essence, and the Consultant and Commission will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit C of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(12) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Commission may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Commission, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Commission.

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an

estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Commission for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Commission 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Commission. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Commission that funds are no longer available to continue performance.

2. The Commission's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Commission.

(13) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the TMC of the Ozarks upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. the Consultant shall have the right to their future use with written permission of the TMC of the Ozarks;

2. the Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. TMC of the Ozarks, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which TMC of the Ozarks, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from Paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Chief Engineer."

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Commission

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Commission without further compensation and without restriction or limitation on their use.

(B) The TMC of the Ozarks may incorporate any portion of the deliverables into a project other than that for which they were performed, without further

compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the TMC of the Ozarks and the TMC of the Ozarks shall use same at its sole risk and expense; and (2) the TMC of the Ozarks shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious of the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(C) If the Consultant has a claim for payment against the Commission or City which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of final payment. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the office of the Secretary to the Commission in Jefferson City, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Commission.

(E) The claims procedure in Subsections (14)(C) and (D) do not apply

to any claims of the Commission against the Consultant. Further, any claims of the Commission against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (14) (C) and (D).

(F) Notwithstanding Subsections (14)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(15) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(16) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Commission, the City, and the FHWA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the TMC of the Ozarks as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the TMC of the Ozarks for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Commission's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Commission on this project arising out of the Consultant's services hereunder.

(17) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by

this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in (17)(C)(1) and (C)(2), above, the Consultant may obtain insurance at all times in an amount equal to the Commission sovereign immunity caps as stated in Section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in (17)(C)(1) and (C)(2), above.

(E) The Consultant shall, upon request at any time, provide the Commission with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (17) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(18) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The

Consultant shall not be responsible for bidding, award of the construction contract, or construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit A to this Agreement.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(19) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Commission or the Missouri Department of Transportation, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 C.F.R. Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the

procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

(D) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the Subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential Subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Commission or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(20) APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA. The Commission shall have no liability whatsoever for any cost or loss to the Consultant if the FHWA does not approve this Agreement.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that this Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place or be delivered at Jefferson City, Missouri, by reason of which the Consultant consents to venue of any action against it in Cole County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Commission and the FHWA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Commission has notice of a potential claim against the Consultant and/or the Commission based on the Consultant's services under this Agreement, the Consultant, upon written request of the Commission, shall retain and preserve its records until the Commission has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Commission or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Commission: Notices to the Commission shall be addressed and delivered to the following Engineer, who is hereby designated by the Commission as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Marc Lewis
Traffic Center Manager
Missouri Department of Transportation
1107 W Chestnut Expressway
Springfield, MO 65803
Telefax No.: (417) 864-1176

Telephone No.: (417) 895-7665

The Commission reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the Commission may now or hereafter deem appropriate. Such substitution or designations shall be made by the Chief Engineer in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Rick Zygowicz
Senior Associate
TransCore, LP
150 4th Avenue North, Suite 1200
Nashville, TN 37219
Telephone No.: (414) 331-5821

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission.

(24) MISCONDUCT CERTIFICATIONS: Under penalty of perjury, false declaration, and any other applicable consequences pursuant to state and federal law, the Consultant by signing this Agreement hereby certifies, unless expressly noted by submission of written exceptions, that the Consultant and its principals (any person associated with the Consultant in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any other administrative position): (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local governmental entity; (2) have not been indicted, convicted, or had a civil judgment rendered against them in any matter involving fraud or official misconduct within the past three years; and (3) have not had any public transactions terminated for cause or default in the last three years. If there are any exceptions to this certification, the Consultant shall submit those exceptions in writing, and these exceptions will be considered in determining whether to procure professional services from the Consultant. The Consultant shall not execute a subcontract for services under this Agreement with any business or person the Consultant knows to be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a federal agency unless authorized by the Commission.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all

local, state, and federal laws and regulations which govern the performance of this Agreement.

(26) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Commission. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Commission's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Commission's Engineer, in advance.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(28) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(29) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Commission to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170,

RSMo, and must be provided to the Commission prior to the performance of such subconsultant services under this Agreement.

(30) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

(31) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit A: Scope of Services.

(B) Exhibit B: Estimate of Costs.

(C) Exhibit C: Schedule.

(D) Exhibit D: Work Eligibility Verification Affidavit.

(E) Figure 1: License Agreement.

(F) Figure 2: Software Processes.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Consultant the 2nd day of December, 2016.

Executed by the City the 20th day of January, 2017.

Executed by the Commission the 6 day of February, 2017.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: Kathryn D. Harvey

Title: Assistant Chief Engineer

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

TRANSCORE ITS, LLC

By: Mark R. Mort

Title: Sr. Vice President

ATTEST: (Consultant seal, if existing)

By: Kellyn R. Dutton

Title: Executive Assistant

APPROVED AS TO FORM:

By: Paula Flowers

Title: General Counsel

TransCore ITS, LLC JANUARY 21, 1994 DELAWARE

CITY OF SPRINGFIELD

By:

Title: Asst. City Manager

ATTEST: (City seal, if existing)

By:

Title: City Clerk

APPROVED AS TO FORM:

By:

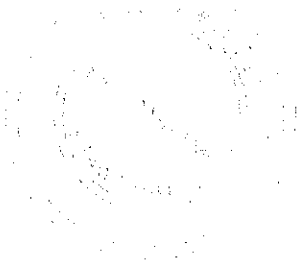
Title: 1/25/17

City Ordinance Number

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation 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



Springfield Region

Advance Transportation Management System (ATMS)

Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks
1107 W. Chestnut Expressway
Springfield, MO 65802

Prepared by:

TRANSCORE

150 4th Avenue North
Suite 1200
Nashville, TN 37219

September 9, 2016
Version 1.1 (v1g)

TRANSCORE

Document Revision History

Revision #	Date	Purpose
1.0	Aug-1-2016	Initial draft outline
1.1	Sept-9-2016	Incorporate comments and additional budget items

TRANSCORE

Table of Contents

TABLE OF CONTENTS II

INTRODUCTION 1

1 PROJECT MANAGEMENT 2
- 1.1 Project Manager 2
- 1.2 Software Lead 2
- 1.3 Invoicing 2
- 1.4 Meetings 2
- 1.5 Project Records & Files 2

2 TRANSSUITE ATMS DEPLOYMENT 3
- 2.1 System Hardware and COTS 3
  - 2.1.1 Deployment Plan 3
- 2.2 Initial Test System Installation 3
  - 2.2.1 Acyclica Sensor Data Pull Development 3
  - 2.2.2 Thin Client Development 4
  - 2.2.3 ATMS Map Creation 4
  - 2.2.4 Communications Verification 4
- 2.3 Module Configuration 5
  - 2.3.1 Event Management (EM) 5
  - 2.3.2 Traveler Information System (TIS) 5
  - 2.3.3 Video Control System (VCS) 5
  - 2.3.4 Central Communications System (CCS) 5
  - 2.3.5 Traffic Management System (TMS) 5
  - 2.3.6 ATMS MAP (MAP) 5
  - 2.3.7 Thin Client 5
  - 2.3.8 Data Portal 6
  - 2.3.9 External and XML Interface Support 6
- 2.4 System Testing and Acceptance 6
  - 2.4.1 System Acceptance Test (SAT) Procedures 6
  - 2.4.2 Perform SAT 7
- 2.5 ATMS Production System and Operation 7
  - 2.5.1 System Production Environment 7
  - 2.5.2 Operator Training 7
  - 2.5.3 Workstation Setup 8
  - 2.5.4 System Activation 8
  - 2.5.5 Documentation 8

3 ONGOING SUPPORT 8
- 3.1 TransSuite Systems 9
- 3.2 Third Party Applications 9
- 3.3 ATMS Servers 9
  - 3.3.1 Test / Training Environment 9
  - 3.3.2 Production Environment 10
- 3.4 Documenting Support Activities 10

4 SUPPORT SERVICES 10
4.1 Device Integration 11
4.2 New Device Integration 11
4.3 Training 11
4.4 System Configuration Support 11
4.5 Third Party Service Integration 11

5 SYSTEM ENHANCEMENTS 12
5.1 Enhancement Process 12
5.2 Development Stage 12
5.3 Testing 13
5.4 Deployment 13

6 PAYMENT TERMS 13
6.1 Invoice Formatting 13

7 SCHEDULE 13

INTRODUCTION

Through this contract, TransCore shall provide technical services and TransSuite software to the Missouri Department of Transportation (MoDOT) Southwest District and the City of Springfield. Include in these services are identification of regional-specific functional requirements, advanced transportation management system (ATMS) installation, software configuration, integration, and testing at the Transportation Management Center (TMC) of the Ozarks.

In addition, TransCore will provide operational support and software updates to allow the ATMS to maintain, refine, and continually improve the services provided to the TMC customers and partners. This document defines a high-level scope of work to be provided through this contract.

High level functions have been identified by the regional partners. Springfield is seeking an ATMS that will provide the following:

1. A system that is housed at the TMC with redundant capabilities and remote backup
2. Remote system access by field staff
3. Deployment of Event Management (EM) for incidents, roadwork, and special events
4. Integration with MoDOT TMS
5. Sensor data processing from Here.com, Wavetronic, and Acyclica
6. Data storage and retrieval of field data for performance measure reporting
7. CCTV control including pan/tilt/zoom of NTCIP compliant cameras
8. DMS control for NTCIP compliant signs
9. Furnish a CAD interface that supports import of external incidents from 911
10. Facilitate data feeds to public web site and external partners sites

Potential future support would include the following:

1. Future center to center data sharing, access, and control
2. AVL interface for local support vehicles and transit
3. RWIS stations support for advanced weather monitoring
4. Support for connected vehicle initiatives
5. Video wall systems support

Throughout the course of the project, TransCore will provide software system, network assistance, and ongoing operational support and training. The following document details the scope of work covering the tasks to be performed.

1 PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, including regular project coordination meetings, development of minutes and action items, cost and schedule control, development of regular progress reports, and contracting activities.

1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with the project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

1.2 Software Lead

TransCore will provide a software lead to manage software staff activities and act as a technical resource during the course of the contract. The software lead will help identify solutions to issues, as well as provide ideas on requested enhancements. They will provide monitoring on system software development and provide status on schedule and budget when required.

1.3 Invoicing

TransCore shall provide monthly invoices and progress reports to summarize the project status. The format of these reports will be mutually agreed upon between the client and TransCore. Key milestones accomplished shall be documented and copies of any generated documentation during the invoice period will be provided as reference; including but not limited to project meeting minutes, submitted schedules, or progress reports, which may contain itemized work tickets, ongoing / completed tasks, and cost to date.

1.4 Meetings

It is anticipated that regular meetings will be held throughout the course of the contract. The meeting times and places will be mutually agreed to at least two (2) weeks in advance of the scheduled date. It is anticipated that the client will provide a meeting space as needed; TransCore will provide a teleconference number for those that attend remotely. Meetings will be held bi-weekly.

1.5 Project Records & Files

TransCore will maintain the project records and files. Project records will include progress reports, meeting agenda and minutes, management plan and schedule updates, project correspondence, and other deliverables. The project records will be made available upon request or at intervals as directed.

Deliverables

- Bi-weekly project meetings
- Meeting documentation
- Project invoicing

2 TRANSSUITE ATMS DEPLOYMENT

There is currently no existing ATMS vendor in place for the Southwest (Springfield) Region. The TransSuite initial installation will focus on identifying critical systems and devices to be supported during the setup process. The following are tasks seen as needed to support the initial TransSuite ATMS deployment.

2.1 System Hardware and COTS

TransCore will specify, procure, provide, and install all necessary servers and COTS. This will include a complete set of production servers, test servers, and also test machines for the TransCore Atlanta Technology Center. SQL Server will also be included along with MapInfo for editing map files.

2.1.1 Deployment Plan

TransCore will develop and document a detailed plan containing the steps required for a smooth system rollout. The plan will contain at a minimum the following content:

1. Steps taken to verify system functionality and correct configuration
2. Roles and responsibilities for all parties, including TMC and TransCore staff
3. Revised schedule with critical path
4. Testing and verification requirements for plan progress and acceptance

The draft deployment plan will be submitted to the client for review. Following a 1-week review period, a meeting will be held to fully review the document and respond to comments. Following the review meeting a Final ATMS Deployment Plan will be submitted.

Deliverables

- Draft ATMS Deployment Plan
- Review Meeting with associated comments and responses
- Final ATMS Deployment Plan

2.2 Initial Test System Installation

TransCore will install an initial version of the TransSuite ATMS software in a test environment at the client TMC. This test system will be used to will be used to verify ATMS to field communications, inbound sensor receipt and processing, and device control. In addition it will provide hands-on experience with the TransSuite ATMS for staff wishing to train on the system prior to and after system deployment.

As part of the initial test system installation, several regional configured elements will be developed and or configured for review. These items are covered in the following tasks below.

2.2.1 Acyclica Sensor Data Pull Development

TransCore will develop a TransSuite ATMS driver to allow pulling sensor data from Acyclica servers. This data will be usable by the ATMS as other traditional detector station data.

TransCore will request documentation and contact information in order to develop a fully functional interface. TransCore will work with the TMC and the vendor to clarify any questions.

Deliverables

- Operational communications to pull and display Acyclica server data

2.2.2 Thin Client Deployment

Operators in the TMC will use Windows applications on their workstations; the applications will also be installed on a terminal server machine. In addition, a thin client application will be developed to allow basic functionality for external users. TransCore will work with the client to determine the acceptable functionality for the initial installation.

Deliverables

- Thin Client Interface for Initial Test Installation.

2.2.3 ATMS Map Creation

TransCore will create the map data files for the initial installation. These map files will be in "ShapeFile" format. The shapefiles will include the relationships to DMSs, responders, and CCTVs in order to support creating events with dynamic response plans.
TransCore will work with TMC staff to identify all relationships and responder associations. In addition, TransCore will train staff to edit the map files if requested.

Deliverables

- Map Files for Initial System Installation

2.2.4 Communications Verification

TransSuite ATMS software has been installed and configured to access the field communication infrastructure; the following items will be verified following an approved testing/verification procedure.

a. Valid communication and receipt of Wavetronics detector data, (10 units)
b. Valid communication and receipt of Here.com detector data, (Freeway segments)
c. Valid communication and receipt of Acyclica detector data, (Arterial segments)
d. Valid communication and control of NTCIP cameras, (approx. 140 cameras)
e. Valid communication and control of NTCIP Dynamic Message Signs (approx. 25 signs)

TransCore will develop and submit for review the communication verification procedures and results. The communication verification procedures are intended to demonstrate correct and acceptable communication for items listed above.

Deliverables

- Communication verification procedures and results

2.3 Module Configuration

Other modules and system functions anticipated as part of the initial deployment will also be configured. These include the following:

2.3.1 Event Management (EM)

TransCore will configure the specific module for use by the TMC including adding responder plans, DMS plans, ITIS codes, counters, and external support for TMS and websites as needed.

Furthermore, TransCore will work with the TMC staff to incorporate the existing CAD data into the EM. The data integration will consume the feed currently being created by the TMC and auto generates events within the EM module. From there TMC staff will be able to add DMS, ITIS codes, counters or other information to achieve with the event for future performance measurement efforts.

2.3.2 Traveler Information System (TIS)

TransCore will configure the Traveler Information System (TIS) module to support regional signs to be monitored and controlled by the TMC. This includes adding the sign format (pixel dimensions), assigning communication channels, preparing the initial DMS library messages, and adding locations of the devices to the ATMS Map.

2.3.3 Video Control System (VCS)

TransCore will configure the Video Control System (VCS) used to monitor, manage and control cameras. The effort includes adding the cameras to the system, initial preset definitions, and adding the devices to the ATMS Map.

2.3.4 Central Communications System (CCS)

TransCore will configure the Central Communications Server (CCS) module which handles field traffic to and from the ATMS. The CCS will monitor and manage the request and data transfers between field and central.

2.3.5 Traffic Management System (TMS)

TransCore will configure the Traffic Management System (FMS) module, which supports the ability for a client to define various information and warning messages for DMS. These include the ability to define Travel Time, Variable Advisor Speed Warning, and Rural Queue Detection using one or a combination of detection systems defined in the system.

2.3.6 ATMS MAP (MAP)

TransCore will configure the ATMS Map (MAP) to initial display layers that represent cameras, detectors, and signs. The MAP will also support the display of traffic through colored segments configured with input from the client.

2.3.7 Thin Client

TransCore will configure an initial Thin Client release that will be used by internal and external partners to view resources without the need for full system access. External partner access to thin client will be discussed with the client and the final website configured accordingly.

2.3.8 Data Portal

TransCore will configure an initial Data Portal release that will be used by internal and external partners to view detector and incident information without the need for full system access. External partner access to Data Portal will be discussed with the client and the final website configured accordingly.

2.3.9 External and XML Interface Support

TransCore will complete the configuration and integration necessary to support access by third party systems or the retrieval of third party data that can be used by the central ATMS. At a minimum, may include the following:

1. Provide an XML file containing detector data for the public website or third party use
2. Provide an XML file containing incident data for the public website or third party use
3. Read and write data exchanges with Here.com
4. Provide XML format that can be read by the ATMS to support import of CAD data

Deliverables

- Configured software modules and functions in test environment.
- TransSuite ATMS Demonstration of configured systems
- Completed TransSuite ATMS ready for acceptance testing

2.4 System Testing and Acceptance

TransCore will develop and conduct system acceptance testing. The acceptance testing will be accomplished with the newest version of the TransSuite ATMS software, operating on the TMC test hardware.

2.4.1 System Acceptance Test (SAT) Procedures

TransCore will produce System Acceptance Test (SAT) procedures for the deployed systems. The testing procedure will be divided into test cases, which will be comprised of several test steps. Each test case will demonstrate acceptable performance of one or more system functions. The test procedures will be submitted at least two weeks prior to running the acceptance test.

Following a 1-week review period, a meeting will be held to fully review the test procedure and respond to comments. Following the review meeting a Final System Acceptance Test Procedure will be submitted.

Deliverables

- Draft ATMS SAT.
- Review meeting with comments and responses.
- Final ATMS SAT.

2.4.2 Perform SAT

TransCore will conduct the System Acceptance Test Procedure on-site at the TMC on the system hardware. TransCore and client staff will arrange for the scheduling of the SAT a minimum of two weeks prior to testing date. The SAT will be conducted in the presence of a representative who will have the authority to sign off on each of the successfully completed steps and sections.

Deliverables

- Completed ATMS SAT

2.5 ATMS Production System and Operation

TransCore will assist with the formal production release and operation of the TransSuite ATMS. The effort will include setup of the production (live) system, server redundancy, training, and rollout.

2.5.1 System Production Environment

TransCore will provide on-site assistance in the set-up and configuration of the ATMS production environment. TransCore will work with the central hardware for the production environment setting up the server redundancy and backup system. TransCore will document any production system environment requirements and will work with client staff for their implementation.

Deliverables

- Operational Production System Environment with TransSuite ATMS software
- Backup and redundant system configuration

2.5.2 Operator Training

TransCore will provide training on the use and operation of the TransSuite ATMS software. Training will include instruction for hardware, software and database maintenance. The training program will be developed and presented for approval prior to the actual training.

The training will be conducted at the TMC. TransCore shall be responsible for developing and distributing training materials as needed. The client will be responsible for the availability of operational workstations for staff during the training.

Please note at this training will not cover basic operations of either computers or the operating environment. Therefore, it is assumed that all participants will have a working knowledge of the Microsoft Windows environment prior to the training sessions.

Training will happen in phases with at least two training sessions prior to the system going live. The first training session will be a group introduction to the system meant to provide a high level review of the overall functions and features of the system. It will include examples and scenarios on how the system will improve their ability to service the public.

The second round of training will be done at least two weeks prior to the system going live. This training is intended to be more personalized and focused on small group or individual sessions to ensure a level of confidence can be gained by staff prior to having to use the ATMS on a

continuous and ongoing manner. The agenda for these sessions is more focused on features that will be used on a daily basis.

Deliverables

- Introduction Training,
  (2-sessions, under 4 hours, class room setting, up to 14 participants total)
- Specific functionality training
  (16 hours total, small or individual sessions, hands-on setting)

2.5.3 Workstation Setup

TransCore will provide on-site assistance in the installation of the TransSuite ATMS on the Springfield TMC operator workstations. TransCore will provide staff that can install and configure necessary software.

Deliverables

- Operational TransSuite ATMS software on Operator Workstations (approx. 6 stations)

2.5.4 System Activation

TransCore will provide on-site assistance during the system activation (live system). TransCore will work with TMC staff to train and to assist the system operators in the use of TransSuite prior to the system being activated.

Deliverables

- Operators using TransSuite ATMS software to manage Springfield regional ITS

2.5.5 Documentation

TransCore will provide software module documentation in the form of PDFs and or through the use of online help files accessible through the central software.

TransSuite ATMS is dependent upon COTS software, for these TransCore will deliver the documentation provided with this software as normally provided by the manufacturer/supplier. The client is alerted that the quantities of the documentation are generally limited to the number of licenses provided (or only one), does not include source code, and is often provided only in electronic form such as on-line help. Additional documentation for these COTS products may be purchased directly from the manufacturer/supplier by the client as deemed necessary. .

3 ONGOING SUPPORT

After installation of the core ATMS deployment, the client and TransCore shall work together to maintain the current operation level of TransSuite and develop enhancement to the software. The areas to be maintained under operational support include:

1. TransSuite® Systems
2. Third party software applications (installed by TransCore)
3. ATMS Servers

It is anticipated that both preventative and corrective maintenance will be supported under this contract. Preventative maintenance shall be done on regularly defined intervals, regardless of any issues being present. While corrective maintenance is seen as addressing issues that interrupt system performance and cannot wait to be addressed during a planned maintenance window. Operational support covers tasks that typically take 1-2 hours to address. Tasks taking longer than this are covered under Support Services.

3.1 TransSuite Systems

Ongoing support and troubleshooting of the TransSuite systems shall be provided as part of the operational support. These efforts will be focused on identification and correction of raised issues / error messages as well as potential solutions to address needs raised by client staff. TransSuite systems as defined by this contract include the software modules identified in the current Statewide License agreement or an updated agreement if necessary.

3.2 Third Party Applications

TransCore utilizes different third party applications. This software is used to perform functions critical to the successful operations of the TransSuite systems. Examples of the type of third party applications that may be part of this task include server operating systems, virtual machine packages that host the software, mapping applications, or video display bundles.

Third party applications will be updated on an as-needed basis, or as directed by the client. The following are anticipated third-party applications that shall be maintained as part of the operational support task, they include:

1. MapInfo: One (1) license

All other third party applications not called out specifically by the contract will be identified and brought to the Client's attention if they require any action or reconfiguration of the overall system; otherwise all systems will be maintained as currently installed.

3.3 ATMS Servers

TransCore shall maintain three separate environments; a production, backup, and test system. TransCore will continue to maintain these environments and update them as needed throughout the course of the contract period. Disruptions to any of the three will be planned in advance.

3.3.1 Test / Training Environment

The test environment is seen as a vital system used in troubleshooting and delivery of new software and services. TransCore will maintain this server environment, and update it as needed to review and assess new product enhancements, software corrections, or to determine capability with third party or outside agency applications that may be required by other departments. Maintenance on the test environment will be done with at least 24 hours notice to the TMC, unless directed otherwise.

This environment can also be used as a training environment. When new features are planned, updates to the environment will be done at least fourteen (14) calendar days prior to new

software systems being released on the production sites. This will allow time for TMC operators and other critical staff, to experience new features or enhancements before being released on the live production environment

3.3.2 Production Environment

The live system supports ongoing regional operations, and is seen as the most critical of the server environments. TransCore shall continue to maintain the existing production and backup environments, updating as corrections or enhancements are released. Release notes for upcoming or patches or system enhancements during the course of the performance period will be submitted prior to updating the production environments.

For the production environment any significant downtime, planned for longer than 60 minutes, TransCore shall provide at least fourteen (14) calendar days notice to allow time to alert critical staff and partners. For any unplanned downtime, TransCore will notify partner agencies in a timely manner and keep them informed on progress and estimated time until system is again available.

3.4 Documenting Support Activities

Tasks performed as part of the ongoing operational support shall be documented at the regular coordination meetings. A running list of "action items" shall be generated and tracked to ensure that activities associated with ongoing support are addressed in a timely fashion. For significant issues involving software concerns; requests shall be given a JIRA number in Atlanta's software tracking software. Updates on the status of each JIRA request shall be provided at the regular coordination meetings.

Deliverables

- Copy of third party updated licenses
- Software release notes

4 SUPPORT SERVICES

It is anticipated that during this period, TransCore shall be asked to provide non-specific support services that are critical and related to supporting the ATMS or interact with the central software systems and functions. For these activities, which can last from a few hours to a few days of effort, Support Services will be used. TransCore working with client staff will identify tasks and effort for these services which may include but is not limited to the following:

1. Supporting new device pilot deployments
2. Updating software support for an existing device new firmware
3. Supporting the Department in their system troubleshooting efforts
4. Review of JSP or bid documents
5. Providing technical review and consultation on project planning activities
6. Completing required change management requests
7. System reconfiguration to support requested data outputs
8. MapInfo Quality check and shape file generation for ATMS Map

9. System training on new, existing, or modified features as requested
10. Support management requests for system data for special events or construction projects
11. Network and database services to support field communications
12. Public relations activities involved with the ATMS and related TMC services

TransCore will alert the client when activities are likely to fall under this category and provide an estimated cost. Likely efforts that will fall under this category are explored in greater detail below.

4.1 Device Integration

TransCore will integrate and configure new or modified field devices into ATMS as requested by the Client through an issued change management request. These devices may include: detectors, CCTV, DMS, CMS, or any other devices compatible with TransCore ATMS modules. Both freeway and arterial detector integration shall include all necessary configurations in all necessary ATMS modules to obtain valid travel time segments as defined by the TMC.

4.2 New Device Integration

Upon written request, TransCore shall provide technical guidance/support to Springfield or their vendors and partners in testing new devices, not currently compatible with TransCore ATMS modules. Technical assistance maybe requested for testing new device models or testing of new ITS products and/or new technologies as they become available.

4.3 Training

The client may request additional system training on new or existing system features and enhancements. The number of participants, topics, and length will be discussed prior to scheduling. For the purposes of this maintenance contract it is assumed that one training session will be held covering system advance features and new enhancements will be covered. All documentation generated for the training will be made available electronically.

4.4 System Configuration Support

TransCore will assist with general configuration support of the system including but not limited to DMS travel time adjustments, VAS settings, or actions that promotes limited or uninterrupted function of the central system as it continues to expand or change to meet growing operational needs. With limited staff to assist with future configuration of the TransSuite system TransCore will be called to fill this need, or to make system adjustments that are determined to be vitality important; using staff provided by TransCore who have a higher degree of system proficiency.

4.5 Third Party Service Integration

For third-party services to be integrated with the central system a separate contract with detailed requirements will be requested. In that contract a process for how third party access to API or XML code will be provided as well as technical contacts for TransCore to use will be presented. Schedule and milestones will be discussed and agreed to by both the Third Party service and TransCore before work proceeds. Funds may be added to this existing contract in

the form of a supplemental to provide for separate integration and coordination efforts with third party service.

5 SYSTEM ENHANCEMENTS

It is anticipated that during this period, TransCore shall develop and implement requested specific software enhancements. TransCore working with client staff will identify and develop requirements for the desired enhancements. The work is anticipated to take place over one phase(s) and within the contract performance period, starting with date of contract execution.

5.1 Enhancement Process

The Client and TransCore will do system enhancements under a design framework that consists of the following steps.

1. Identification of potential enhancement ideas
2. Initial description of each enhancement idea
3. Preliminary budget for prioritized enhancement list
4. Simple design outline that details exact features to be provided
5. Final enhancement selection approval by MoDOT

The enhancement design process is not intended to be an exhaustive exercise, but rather a process reflecting proposed changes that are likely to be incremental in nature. Thus the design process is streamlined to accommodate a more rapid discussion and delivery of the final requested changes.

5.2 Development Stage

During the development stage, TransCore shall provide regular updates on progress made, issue encountered, or question raised by software engineers. The development is seen as an iterative process with input along the way from the client. Efforts will be made to include and keep staff engaged throughout the process.

If significant changes to scope of enhancements happen during the development process it may require re-evaluating schedule and budget. Impacts and adjustments will be discussed with the Client as it occurs.

TransCore has moved to a quarterly software release schedule. Due to the nature of development work, it may not be feasible to provide every feature requested, but rather to deploy the most desired features first, with the additional desired features during a subsequent software release. TransCore will work with the Client to ensure primary or highly desired features are prioritized during development scheduling.

TransCore will work to follow an established process for development work done under this contract. Work will happen per the processes established in Figure 2: Software Processes.

5.3 Testing

Testing during development will be performed by TransCore at their facilities. As features become ready for outside review, the test environment will be updated for review. If the test environment cannot be utilized, screenshots, or an enhancement preview using a web based conference tool may be substituted to help the client gain a better understanding of features and functions to be deployed.

Prior to formal build release, the test environment will be updated to allow for acceptance testing. TransCore will work with the Client to develop a set of test steps that will be used to demonstrate final enhancements meet expected results.

5.4 Deployment

Once cleared to be deployed, TransCore shall work with local staff to schedule an appropriate window of time to deploy on the production environments. Typical deployment will happen during business hours and avoid weeks with national or state holidays. Depending on the scope of the deployment, TransCore shall provide an estimated timeframe to complete the work so appropriate notification of partners can be provided.

Over the 48 hour window following a deployment TransCore will remotely monitor the system to ensure that the deployment has been done successfully. If any questions or comments do occur they can be provided at the next regularly scheduled meeting; or if deemed significant issued to the TransCore project manager directly by phone or email.

6 PAYMENT TERMS

The contract will be cost plus monthly invoices will be submitted. Invoices will show hours spent for services and enhancements, which will be given separate charge codes for tracking purposes. For the project a fixed fee of 12% will be used and the current TransCore audited overhead rate.

6.1 Invoice Formatting

Given the dual nature of the fixed price and cost plus elements, TransCore will work to establish appropriate invoicing formats to be used for the contract before the first submission.

7 SCHEDULE

The contract duration is for a period ending November 1, 2019. At the end of the maintenance period a new maintenance contract will be negotiated.

TRANSCORE

Exhibit B: Estimate of Costs

TRANSCORE

150 4th Avenue North, Suite 1200
Nashville, TN 37219

Consultant Contract Fee Computation - Exhibit B

Summary of Costs

Project: Springfield-ATMS
Revised: September 9, 2016

Prepared By:
Rick Zygowicz
414-331-5821
Rick.Zygowicz@TransCore.com

Prepared For:
Customer: MoDOT/City of Springfield
Contact: Marc Lewis

Labor Costs

Person	Role	Hours	Rate	Total
David Shackelford	Software Manager	655	$ 65.30	$ 42,773.40
Keith Patton	Responsible Officer	8	$ 68.25	$ 546.01
Rick Zygowicz	Project Manager	148	$ 52.89	$ 7,828.00
Glen Holcomb	Senior Software Engineer	88	$ 48.26	$ 4,247.06
James Lewis	Software Engineer	96	$ 40.74	$ 3,911.31
Eric Purser	Software Support	80	$ 37.10	$ 2,968.37
Kevin Jones	Software Support	120	$ 21.59	$ 2,590.50
Leticia Tomusiak	Quality Control Engineer	80	$ 34.60	$ 2,767.98
Michael Bayer	Senior Systems Engineer	292	$ 47.51	$ 13,873.18
Tiffany Bronk	Support Coordinator	712	$ 31.54	$ 22,457.98
Total Direct Labor		*2,279*		$ *103,963.78*
Overhead	131.99%			$ 137,221.80
Subtotal				$ *241,185.58*
Fee	12.00%			$ 28,942.27
Subtotal Labor Costs				$ **270,127.85**

Direct Expenses	Total
Airfare	$ 1,800.00
Hotel	$ 1,513.00
Car Rental & Fuel	$ 960.00
Mileage	$ 1,120.00
PerDiem	$ 867.00
Parking	$ 100.00
Hardware & COTS	$ 63,500.00
License	$ -
Subtotal Direct Expenses	$ **69,860.00**

Subconsultants	Total
GBAsi	$ -
Vireo	$ -
Subtotal Subconsultants	$ -

Project Total	$ **339,987.85**

TRANSCORE

Estimate of Hours

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Task	Description	Employee Name:	David Shackelford	Keith Patton	Rick Zygowicz	Glen Holcomb	James Lewis	Eric Purser	Kevin Jones	Leticia Tomusiak	Michael Bayer	Tiffany Bronk	Total
		Role:	Software Manager	Responsible Officer	Project Manager	Senior Software Engineer	Software Engineer	Software Support	Software Support	Quality Control Engineer	Senior Systems Engineer	Support Coordinator	
1	**Project Management**												
1.1	Project Manager				20								20
1.2	Software Lead		20										20
1.3	Invoicing				20								20
1.4	Meeting Coordination		60	8	60							60	188
1.5	Project Records / Files				39								39
	Task Subtotal		80	8	139							60	287
2	**TransSuite ATMS Deployment**												
2.1	System Hardware and COTS		2		9						8	8	27
2.2	Initial Test System Installation		69			8			40		16	150	283
2.3	Module Configuration		120				16			6	28	77	247
2.4	System Testing / Acceptance		4							34		32	70
2.5	Production System / Operation		48								40	68	156
	Task Subtotal		243		9	8	16		40	40	92	335	783
3	**Ongoing Support**												
3.1	TransSuite Systems		40								40	40	120
3.2	Thrid Party Applications											4	4
3.3	ATMS Servers		70								80	80	230
3.4	Documentation Support											40	40
	Task Subtotal		110								120	164	394
4	**Support Services**												
4.1	Device Integration											45	45
4.2	New Device Support		40										40
4.3	Training											16	16
4.4	System Configuration Support											50	50
4.5	Third Party Service Support		2									2	4
	Task Subtotal		42									113	155
5	**System Enhancments**												
5.1	Enhancement Process												
5.2	Development Stage		100			80	80	80	80				420
5.3	Testing		40							40	40		120
5.4	Deployment		40								40	40	120
	Task Subtotal		*180*			*80*	*80*	*80*	*80*	*40*	*80*	*40*	*660*
Project Total			655	8	148	88	96	80	120	80	292	712	2,279

TRANSCORE

Direct Expenses

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Task	Description	Direct Cost: / Unit Rate:	Airfare $600.00	Hotel $89.00	Car Rental & Fuel $80.00	Mileage $0.56	PerDiem $51.00	Parking $25.00	Hardware & COTS $1.00	License $0.00	Total
1	**Project Management**										
1.1	Project Manager										$ -
1.2	Software Lead										$ -
1.3	Invoicing										$ -
1.4	Meeting Coordination			5		2,000	5	1			$ 1,845.00
1.5	Project Records / Files										$ -
	Task Subtotal		*0*	*5*	*0*	*2,000*	*5*	*1*	*0*	*0*	*$ 1,845.00*
2	**TransSuite ATMS Deployment**										
2.1	System Hardware and COTS								63,500		$ 63,500.00
2.2	Initial Test System Installation		1	5	5		5	1			$ 1,725.00
2.3	Module Configuration										$ -
2.4	System Testing / Acceptance										$ -
2.5	Production System / Operation										$ -
	Task Subtotal		*1*	*5*	*5*	*0*	*5*	*1*	*63,500*	*0*	*$ 65,225.00*
3	**Ongoing Support**										
3.1	TransSuite Systems										$ -
3.2	Thrid Party Applications										$ -
3.3	ATMS Servers										$ -
3.4	Documentation Support										$ -
	Task Subtotal		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*$ -*
4	**Support Services**										
4.1	Device Integration										$ -
4.2	New Device Support										$ -
4.3	Training		1	5	5		5	1			$ 1,725.00
4.4	System Configuration Support										$ -
4.5	Third Party Service Support										$ -
	Task Subtotal		*1*	*5*	*5*	*0*	*5*	*1*	*0*	*0*	*$ 1,725.00*
5	**System Enhancments**										
5.1	Enhancement Process										$ -
5.2	Development Stage										$ -
5.3	Testing		1	2	2		2	1			$ 1,065.00
5.4	Deployment										$ -
	Task Subtotal		*1*	*2*	*2*	*0*	*2*	*1*	*0*	*0*	*$ 1,065.00*
Project Total Quantity			3	17	12	2,000	17	4	63,500	0	
Project Total Cost			$ 1,800.00	$ 1,513.00	$ 960.00	$ 1,120.00	$ 867.00	$ 100.00	$ 63,500.00	$ -	$ 69,860.00

TRANSCORE

TRANSCORE

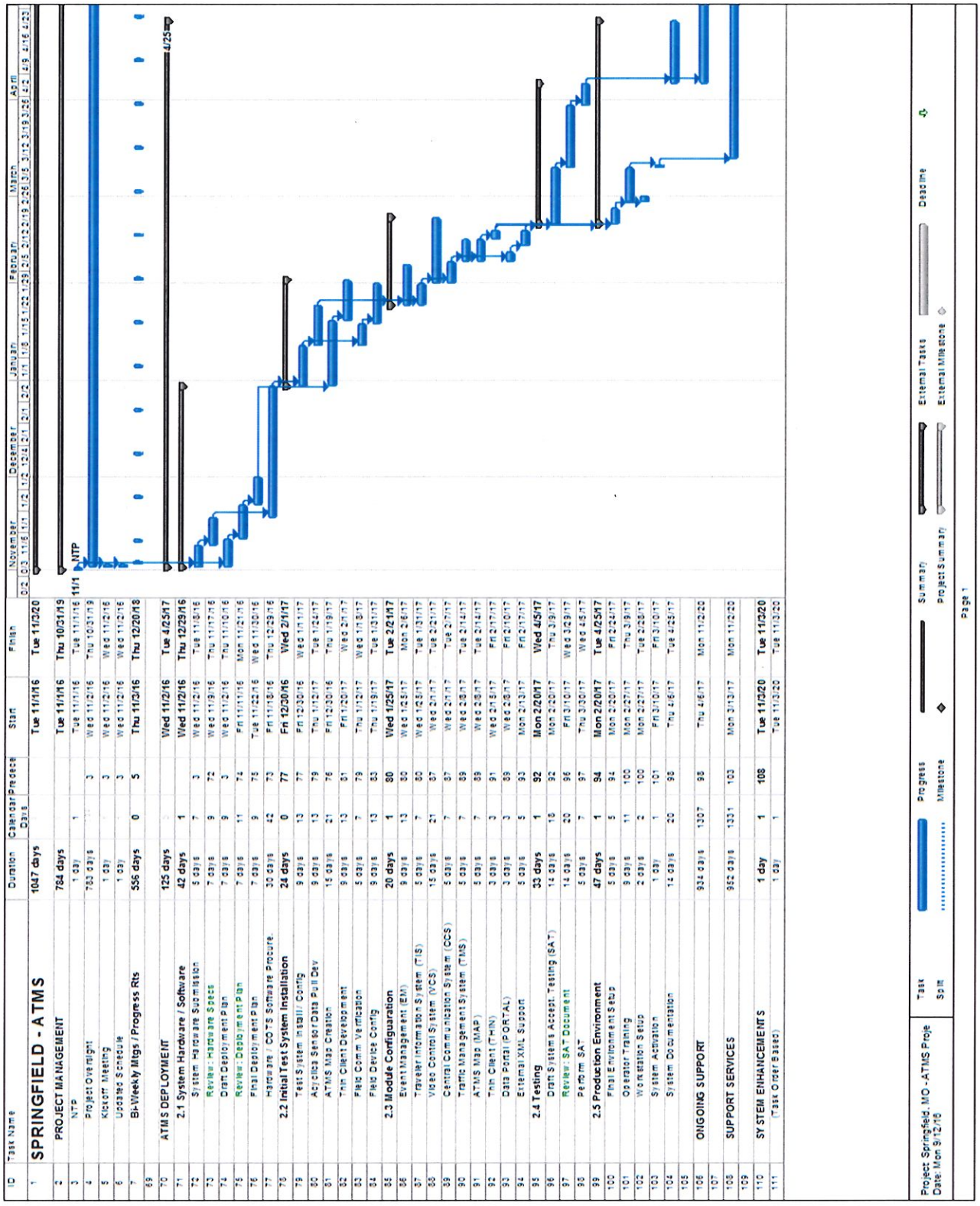
Summary of Costs by Task

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Task	Description	Total Labor Costs	Direct Expenses	Total
1	**Project Management**			
1.1	Project Manager	$ 2,748.57	$ -	$ 2,748.57
1.2	Software Lead	$ 3,393.51	$ -	$ 3,393.51
1.3	Invoicing	$ 2,748.57	$ -	$ 2,748.57
1.4	Meeting Coordination	$ 24,762.26	$ 1,845.00	$ 26,607.26
1.5	Project Records / Files	$ 5,359.71	$ -	$ 5,359.71
	Task Subtotal	*$ 39,012.61*	*$ 1,845.00*	*$ 40,857.61*
2	**TransSuite ATMS Deployment**			
2.1	System Hardware and COTS	$ 3,219.43	$ 63,500.00	$ 66,719.43
2.2	Initial Test System Installation	$ 29,222.91	$ 1,725.00	$ 30,947.91
2.3	Module Configuration	$ 32,361.36	$ -	$ 32,361.36
2.4	System Testing / Acceptance	$ 6,357.89	$ -	$ 6,357.89
2.5	Production System / Operation	$ 18,655.29	$ -	$ 18,655.29
	Task Subtotal	*$ 89,816.87*	*$ 65,225.00*	*$ 155,041.87*
3	**Ongoing Support**			
3.1	TransSuite Systems	$ 15,003.13	$ -	$ 15,003.13
3.2	Thrid Party Applications	$ 327.82	$ -	$ 327.82
3.3	ATMS Servers	$ 28,309.50	$ -	$ 28,309.50
3.4	Documentation Support	$ 3,278.22	$ -	$ 3,278.22
	Task Subtotal	*$ 46,918.67*	*$ -*	*$ 46,918.67*
4	**Support Services**			
4.1	Device Integration	$ 3,688.00	$ -	$ 3,688.00
4.2	New Device Support	$ 6,787.03	$ -	$ 6,787.03
4.3	Training	$ 1,311.29	$ 1,725.00	$ 3,036.29
4.4	System Configuration Support	$ 4,097.77	$ -	$ 4,097.77
4.5	Third Party Service Support	$ 503.26	$ -	$ 503.26
	Task Subtotal	*$ 16,387.35*	*$ 1,725.00*	*$ 18,112.35*
5	**System Enhancments**			
5.1	Enhancement Process	$ -	$ -	$ -
5.2	Development Stage	$ 47,668.30	$ -	$ 47,668.30
5.3	Testing	$ 15,320.92	$ 1,065.00	$ 16,385.92
5.4	Deployment	$ 15,003.13	$ -	$ 15,003.13
	Task Subtotal	*$ 77,992.35*	*$ 1,065.00*	*$ 79,057.35*
Project Total		$ 270,127.85	$ 69,860.00	$ 339,987.85

Exhibit C: Schedule



TRANSCORE

Exhibit D: Work Eligibility Verification Affidavit

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF $5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Tennessee)
) ss
COUNTY OF Davidson)

On this 13th day of September, 2016, before me appeared MICHAEL HOLLING, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is MICHAEL HOLLING, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the VICE PRESIDENT (title) of TRANSCORE ITS, LLC (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ

or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this 13th day of September, 2016.

Notary Public

My commission expires: 8/17/2020

[documentation of enrollment/participation in a federal work authorization program attached]

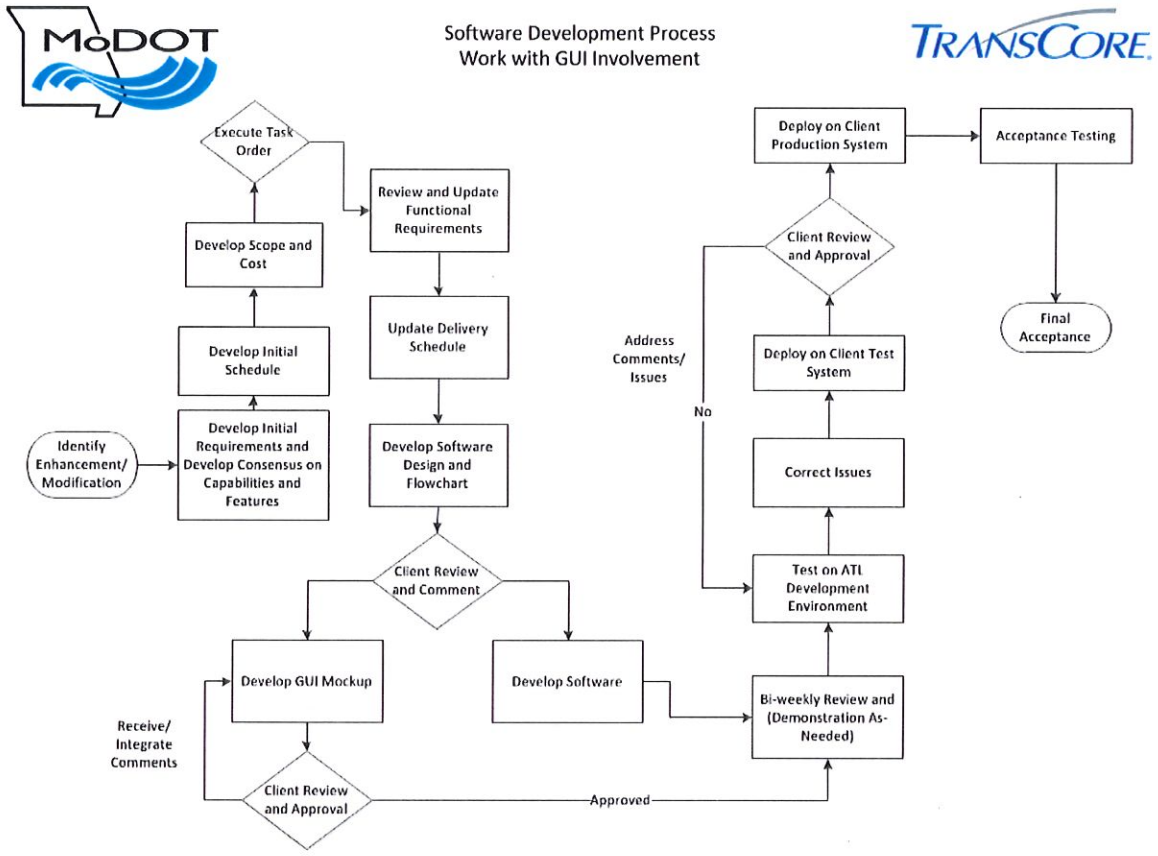
NICHOLE RICHARDSON STATE OF TENNESSEE NOTARY PUBLIC CHEATHAM COUNTY

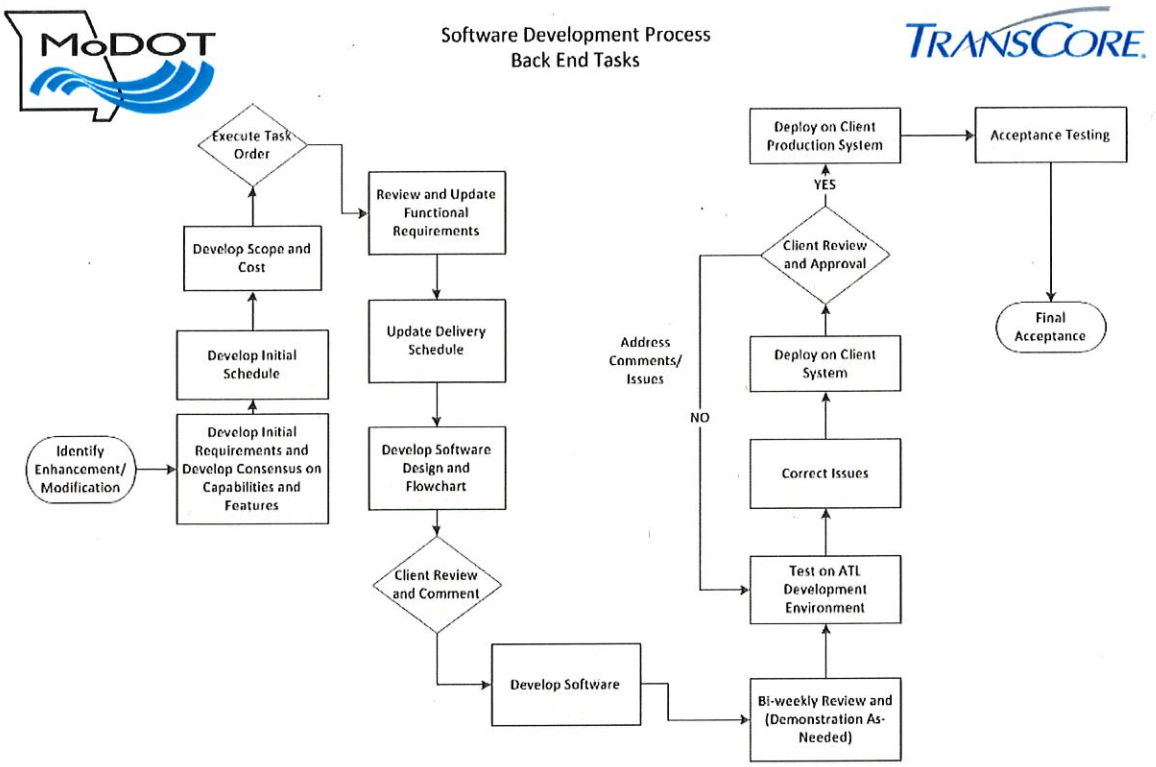
TRANSCORE

Figure 1: License Agreement

(No new license agreements need to be executed at this time...)

Figure 2: Software Processes




MoDOT
Software Development Process
Back End Tasks
TRANSCORE.
Execute Task Order
Review and Update Functional Requirements
Develop Scope and Cost
Update Delivery Schedule
Develop Initial Schedule
Develop Software Design and Flowchart
Identify Enhancement/ Modification
Develop Initial Requirements and Develop Consensus on Capabilities and Features
Client Review and Comment
Develop Software
Bi-weekly Review and (Demonstration As-Needed)
Test on ATL Development Environment
Correct Issues
Deploy on Client System
Address Comments/ Issues
NO
Client Review and Approval
YES
Deploy on Client Production System
Acceptance Testing
Final Acceptance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Candance Coleman
Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	PHONE (A/C, No, Ext): 404-923-3590 FAX (A/C, No): E-MAIL ADDRESS: Candance.Coleman@wellsfargo.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Roper Technologies, Inc; A Parent Company TransCore ITS, LLC 150 4th Ave. N, Ste. 1200 Nashville, TN 37219	INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA	19445
	INSURER B: Greenwich Insurance Company	22322
	INSURER C: Commerce & Industry Insurance Company	19410
	INSURER D: XL Insurance America, Inc.	24554
	INSURER E: XL Specialty Insurance Company	37885
	INSURER F: See Below for Company Information	

COVERAGES **CERTIFICATE NUMBER:** 11314599 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			1929789	04/01/2016	04/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 5,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X $25,000 Com / X $25,000 Coll			RAD9437765	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ $25,000			19086871	04/01/2016	04/01/2017	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWD3001097 (AOS) RWR3001098 (WI)	04/01/2016 04/01/2016	04/01/2017 04/01/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
F	Professional Liability (E&O) AIG Specialty Ins. Co.			024098733 (NAIC #26883)	11/01/2015	04/01/2017	$10,000,000 Claims-made	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Advanced Traffic Management System (ATMS) Software and Services

City of Springfield and the Missouri Department of Transportation (MoDOT) are included as additional insured on the General and Auto liability with respect to liability arising out of the named insured's operations. Waiver of subrogation is granted as it relates to general and auto liability and workers' comp regarding work performed by the named insured. Umbrella follows form as it relates to additional insureds. The above general and auto liability coverage is primary and non-contributory where required by written contract, subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Missouri Department of Transportation
Attn: Steve Patterson, Safety and Claims Manager
PO Box 270
Jefferson City, MO 65102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jean Brandon

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 11314558 issued on 1/9/2017)

EXHIBIT 3

CCO Form: DE44
Approved: 01/00 (BDG)
Revised: 06/17 (TP)
Modified:

Supplemental Agreement No. 2019-01-47076
Route: Various
County: Various
Job No.: 8Q3107

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
DESIGN CONSULTANT SUPPLEMENTAL AGREEMENT #2019-01-47076
(FEDERAL ASSISTANCE)

THIS 1st SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Springfield (hereinafter, "City"), and TransCore ITS, LLC (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Commission, City and the Consultant entered into an Agreement on February 6, 2017, to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, designated as Job No. 8Q3001 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission, City and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES: The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are described and defined in Exhibit A, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (10) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be integrated with the cost of the Original Agreement.

(C) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit B, which is attached hereto and incorporated herein by reference.

(D) The fixed fee and maximum amount payable included in Section (10) of the Original Agreement are modified as follows:

	Original Amount	Supplemental Agreement No. 1	TOTAL
Fixed Fee	$28,942.27	$17,184.65	$46,126.92
Max. Fee Payable	$339,987.85	$160,390.10	$500,377.95

(3) DBE PARTICIPATION: In the Original Agreement, the Consultant agreed to use DBE firms to complete an established DBE goal of at least 0% of the total services by dollar value. This DBE goal shall apply to all additional services under the Original Agreement, unless otherwise modified by the Commission by Supplemental Agreement. After evaluation of the work associated with this Supplemental Agreement, it was ultimately determined that a 0% DBE goal would apply to this supplemental work.

DBE FIRM NAME(S) FOR THIS SUPPLEMENTAL	TYPE OF SERVICE	TOTAL VALUE OF DBE WORK FOR THIS SUPPLEMENTAL	PERCENTAGE OF SUBCONTRACT VALUE APPLICABLE TO THE TOTAL GOAL
DBE Firm #1		$	%
DBE Firm #2		$	%
DBE Firm #3		$	%
DBE TOTAL VALUE FOR THIS SUPPLEMENTAL	$		

DBE TOTAL VALUE (including Original Contract DBE work)	$

ESTIMATED % DBE PARTICIPATION FOR THIS SUPPLEMENTAL: DBE total value for this supplemental divided by the maximum fee payable for this supplemental	%

ESTIMATED TOTAL % DBE PARTICIPATION: DBE total value (including Original Contract DBE work) divided by the total maximum fee payable (the total contract ceiling)	%

(4) SUBCONSULTANTS: Pursuant to Section (8) of the Original Agreement and in addition to any other firms expressly permitted by the Commission to perform subconsultant services, the Commission consents to transfer of a portion of the Consultant's services to the following firms:

Firm Name	Complete Address	Nature of Services
gbaSI	9801 Renner Blvd, Suite 300, Lenexa, KS 66219	IT Support
Vireo	929 Walnut Street, Suite 700, Kansas City, MO 64106	Program Support

(5) PERIOD OF SERVICE: Exhibit C, Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit C for completion of these additional services shall be 0 days. The projected completion date shown on Exhibit C remains November 3, 2020, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Consultant this 6th day of September, 2019

Executed by the City this 4th day of October, 2019

Executed by the Commission this 21 day of October, 2019

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title: Assistant Chief Engineer

ATTEST: (Commission seal)

_____

Secretary to the Commission

APPROVED AS TO FORM:

_____

Commission Counsel

TRANSCORE ITS, LLC

By: _____

Title: Sr Vice President

ATTEST: (Consultant seal, if existing)

By: _____

Title: office admin

APPROVED AS TO FORM:

By: _____

Title: Contracts Attorney

CITY OF SPRINGFIELD

By: _____

Title: City manager or designee

ATTEST: (City seal, if existing)

By: _____

Title: City Clerk or designee

APPROVED AS TO FORM:

By: _____

Title: City Attorney or designee

City Ordinance Number 27231

CERTIFICATE OF DIRECTOR OR 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

Springfield Region

Advance Transportation Management System (ATMS)

Extension No.1
Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks
1107 W. Chestnut Expressway
Springfield, MO 65802

Prepared by:

TRANSCORE

150 4th Avenue North
Suite 1200
Nashville, TN 37219

August 16, 2019
Version 1.6 (v1g)

Revision #	Date	Purpose
1.0	Jan-10-2019	Initial extension draft
1.1	Jan-23-2019	Incorporate comments after internal review of task descriptions
1.2	Jan-24-2019	Release draft to client for review and comment
1.3	Feb-8-2019	Revised per client comments
1.4	Jun-10-2019	Added core system support
1.6	Aug-16-2019	Revised schedule per client request

TRANSCORE

Table of Contents

TABLE OF CONTENTS II

INTRODUCTION 1
1. PROJECT MANAGEMENT 1
1.1 Project Manager 1

2. ENHANCEMENT TASKS 1
2.1 DMS Usage Reports 1
2.2 Data Portal / Event Viewer: Corridor Reports 2
2.3 Add Center Lane to Map and Event Manager 3
2.4 Add Additional Intersection Configurations 4
2.5 Ongoing Support Services 4

3. CORE SYSTEM MAINTENANCE 4
3.1 System Operational Support 4

4. SCHEDULE 5
4.1 Project Timeframe 5

5. COST SCHEDULE 5
5.1 Payment Terms 5

Appendices

6. APPENDIX A: CENTER LANE SUPPORT SCENARIOS 10
6.1 Example Location 10
6.2 Signs 10
6.3 Northbound: Right Lane Closed 11
6.4 Northbound: Left Lane Closed 12
6.5 Northbound: Right Turn Lane Closed 13
6.6 Northbound: All Lanes Closed 14
6.7 Southbound: Right Lane Closed 15
6.8 Southbound: Left Lane Closed 16
6.9 Southbound: Right Turn Lane Closed 17
6.10 Southbound: All Lanes Closed 18
6.11 Center Turn Lane 19
6.12 All Lanes Closed 20
6.13 In Intersection 21

TRANSCORE

INTRODUCTION

Through this work, TransCore shall provide technical services and enhancement work for the Commission and City of Springfield, that will facilitate improved reporting and operations support for the regional transportation management center.

The following document details the scope of work covering the tasks to be performed under the contract period.

1. PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, development of action items, cost and schedule control, development of regular progress reports, and contracting activities.

1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

2. ENHANCEMENT TASKS

The following tasks have been identified as part of the contract extension.

2.1 DMS Usage Reports

As part of this effort TransCore will develop and deploy two dynamic message sign reports that will enhance the ability to determine how field devices are being operated. System requirements for this enhancement include:

User Interface Requirements

- User can have the option of selecting one or more DMS for report
- Display of DMS Description and ID to allow for signs to be easy to identify for user selection
- Ability to sort signs by organization, ID, Route to help quick identify a DMS grouping to review
- Should support the ability to do a dynamic smart search function, where a user enters part of the sign's description and a list of potential devices appear based on if any part of the typed field matches any part of the description, the list would decrease as more text is entered
- Should support the ability to select a date range using both calendar or allowing user to enter a start/end date and time

Report Output Requirements

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

Report: Total Time in Use

- Report will show the total time a DMS was active over the period selected by the user
- Report will list "Total Time Active" in "minutes:seconds"; calculated based on actual time a message of any kind was visible

- Report will list longest continuous message displayed over this period and time/date it was active; calculated based on determining the longest string of time any single message was displayed and display both the message and the start/end date/time this message was displayed
- Report will show total time each TIS function used the selected board; calculated for each TIS function, such as EM, Schedule, User, Plan, Etc over the period indicated for the user
- If more than one board is selected by the user the information in the previous bullets will be displayed for each sign selected, with each individual DMS as a header separating each section

Report: Detailed DMS Communication History

- Report will be like the currently available DMS History Report in TIS, except instead of display time/date and message duration, the report list time/date and duration of each time the DMS was not unable to be reached due to unable to communicate
- Report should provide a summary displaying total amount of time over the user selected period that sign was in comm failed condition

Deliverables:
Report: Total Time in Use
Report: Detailed DMS Communication History

2.2 Data Portal / Event Viewer: Corridor Reports

Under this task TransCore would add the ability to generate a report that provides the following items on a monthly basis.

User Interface Requirements

- Report will be accessible through the Data Portal / Event Viewer interface
- Although designed for monthly reporting other date and time ranges should be supported

Report Output Requirements

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

Optional Requirements

- Optional output to be discussed; setup of a dashboard that shows this information in a visualized form instead of a tabular report
- Optional function to allow "saving" of filters to allow a user run any number of reports not just the summary reports to be generated below

Report: System Wide Performance

- Total Incidents Entered
- Total Confirmed Incidents
- Total Incidents from 7am to 6pm (working hours)
- Total Confirmed Incidents from 7am to 6pm (working hours)
- % of Working Hour Incidents to Total Incidents
- % of Working Hour Confirmed Incidents to Total Working Hour Incidents
- Avg Incident Duration (Detection to Clearance—for confirmed incidents only)
- Avg Lane Blockage Duration (Mainline Only)
- Response Time for MoDOT ER
- Total Construction Events
- Total number of incidents that had DMS boards lit in association

Report: Corridor Performance
Same requirements as "System Wide Performance" filtered for pre-determined corridors.

Deliverables:
Report: System Wide Performance
Report: Corridor Performance

2.3 Add Center Lane to Map and Event Manager

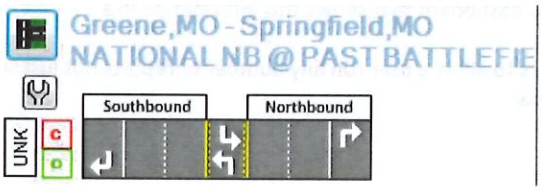
The Event Management System currently supports locations with a single direction covering Interstate or other limited access roads. Arterials only sometimes have a median that would be able to reasonably accommodate having two locations in TransSuite, one for each direction. Arterials without a median should really be modeled as a single segment for both directions.

Event Management Interface
To better support arterial location with no median we are proposing to change Event Management from its current representation of each direction as an independent location to a single location that represent both directions. We will add new fields to support storing the opposing lane configuration and impact plans alongside the current fields. In addition, events with a bidirectional location will have the current impact level, for positive direction, and a new field for opposing impact level.

Lane Closures
The current way of entering lane closures looks like the following:



The UI will change to a more graphical representation of the buttons like the following:



Impact Plans
Additional configuration of opposing impact plans and event opposing impact level will be available.

Cameras
Arterial locations tend to have camera coverage on cross streets in addition to main streets. Minimally Event Management should support associating the cross street to left and to right cameras with buttons like the current before and after cameras.

Location Data
To support the bidirectional segments in TransSuite location data we will need to add at least the following fields to TransSuite location data in the database and the source GIS data:

- Is Arterial: If the location is an arterial location
- Opposing Cross Street: Next cross street when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for right turns: Next cross street for right turns when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for left turns: Next cross street for left turns when coming the direction opposing what is considered positive for the segment
- Opposing Impact Plan: Dynamic response impact plan to use for opposing what is considered positive for the segment
- Opposing Location: Relative location of the Opposing Cross Street
- Opposing Location To: Relative location of the Opposing Cross Street for turns
- Center Turn Lane Count: Number of centers turn lanes
- Opposing Left Turn Lane Count: Number of left turn lanes in direction opposing what is considered positive for the segment
- Opposing Mainline Lane Count: Number of mainline lanes in direction opposing what is considered positive for the segment
- Opposing Right Turn Lane Count: Number of right turn lanes in direction opposing what is considered positive for the segment
- Opposing Right Shoulder Count: Number of right shoulder lanes in direction opposing what is considered positive for the segment

A series of scenarios are in Appendix A to show how this would function under typical use cases once deployed.

2.4 Add Additional Intersection Configurations
Additional land configurations have been reviewed but labor estimates can not be generated. Supporting these new types of intersection configurations would require extensive reprograming for the dynamic functions of the Event Management application. Continued evaluation is being done, but scope or estimate can be provided at this time.

2.5 Ongoing Support Services
Continued support will be provided by TransCore through the enhancement's deployment through the end of the contract. The support is meant to allow for tweaking the developed feature and for general maintenance and troubleshooting actives necessary to keep the system operating at a high level.

3. CORE SYSTEM MAINTENANCE

3.1 System Operational Support
TransCore will continue to offer support and maintenance of the core installation and provide troubleshooting and configuration of the production environment. This means providing review and investigation of issues or questions that arise during the ongoing use of the system, as well as correcting discovered bugs. Ongoing support for map changes, or adjustments to configurations of currently defined or new equipment to be added to the system are also supported by this effort.

TRANSCORE

4. SCHEDULE

4.1 Project Timeframe

It is anticipated that the work will conclude prior to the end of the current project completion which has a contractual end date of November 3, 2020, unless stated otherwise through agreed to amendments between parties.

5. COST SCHEDULE

5.1 Payment Terms

Current hours and cost anticipated for the work are broken down as follows:

TRANSCORE.
150 4th Avenue North, Suite 1200
Nashville, TN 37219

Consultant Contract Fee Computation - Exhibit B

Summary of Costs

Project: Springfield-ATMS Ext-1
Revised: June 10, 2019

Prepared By:
Rick Zygowicz
414-331-5821
Rick.Zygowicz@TransCore.com

Prepared For:
Customer: MoDOT/City of Springfield
Contact: Marc Lewis

Labor Costs

Person	Role	Hours	Rate	Total
David Shackelford	Software Manager	305	$ 68.10	$ 20,769.74
Keith Patton	Responsible Officer	0	$ 68.25	$ -
Rick Zygowicz	Project Manager	53	$ 60.59	$ 3,211.23
Glen Holcomb	Senior Software Engineer	198	$ 48.26	$ 9,555.88
James Lewis	Software Engineer	80	$ 40.74	$ 3,259.42
Eric Purser	Software Support	112	$ 37.10	$ 4,155.72
Kevin Jones	Software Support	188	$ 21.59	$ 4,058.45
Leticia Tomusiak	Quality Control Engineer	120	$ 34.60	$ 4,151.98
Michael Bayer	Senior Systems Engineer	54	$ 49.18	$ 2,655.56
Tiffany Bronk	Support Coordinator	166	$ 35.67	$ 5,921.97
Total Direct Labor		*1,276*		$ *57,739.94*
Overhead	148.02%			$ 85,465.51
Subtotal				$ *143,205.45*
Fee	12.00%			$ 17,184.65
Subtotal Labor Costs				**$ 160,390.10**

Direct Expenses	Total
Airfare	$ -
Hotel	$ -
Car Rental & Fuel	$ -
Mileage	$ -
PerDiem	$ -
Parking	$ -
Hardware & COTS	$ -
License	$ -
Subtotal Direct Expenses	**$ -**

Subconsultants	Total
GBAsi	$ -
Vireo	$ -
Subtotal Subconsultants	**$ -**

Project Total	**$ 160,390.10**

TRANSCORE

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-1
Customer: MoDOT/City of Springfield
Revised: June 10, 2019

Estimate of Hours

Task	Description	Employee Name:	David Shackelford	Keith Patton	Rick Zygowicz	Glen Holcomb	James Lewis	Eric Purser	Kevin Jones	Leticia Tomusiak	Michael Bayer	Tiffany Bronk	
		Role:	Software Manager	Responsible Officer	Project Manager	Senior Software Engineer	Software Engineer	Software Support	Software Support	Quality Control Engineer	Senior Systems Engineer	Support Coordinator	Total
1	**Project Management**												
1.1	Project Manager				4								4
	Task Subtotal				4								4
2.1	**Enh-DMS Usage Reports**												
	Interface/Output		10			6		4	4		4		28
	Report: Total Time in Use		10			8		8	8		4	3	41
	Report: DMS Comm History		10			8		8	8		4	3	41
	Task Subtotal		30			22		20	20		12	6	110
2.2	**Enh-DP / EV Corridor Reports**												
	Interface/Output		10			6		4	4		4		28
	Report: System Wide Data		20			20		18	16		8	5	67
	Report: Corridor by Corr Data		25			20		20	20		10	10	105
	Task Subtotal		55			46		42	40		22	15	220
2.3	**Center Lane Support Map/EM**												
	Interface Enhancements		100		4	50		50	48	40	20	25	337
	Task Subtotal		100		4	50		50	48	40	20	25	337
2.4	**Add Intersection Confic.**												
	(Currently Undefined)												
	Task Subtotal												
2.5	**Ongoing Support Services**												
	Continued maintenance												
	Task Subtotal												
3	**Core System Maintenance**												
3.1	System Operational Support		120		45	80	80		80	80		120	605
	Task Subtotal		120		45	80	80		80	80		120	605
	Project Total		305		53	198	80	112	188	120	54	166	1,276

TRANSCORE

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-1
Customer: MoDOT/City of Springfield
Revised: June 10, 2019

Direct Expenses

Task	Description	Direct Cost:	Airfare	Hotel	Car Rental & Fuel	Mileage	PerDiem	Parking	Hardware & COTS	License	Total
		Unit Rate:	$600.00	$89.00	$80.00	$0.56	$51.00	$25.00	$1.00	$0.00	
	1 Project Management										
	1.1 Project Manager										$ -
	Task Subtotal		0	0	0	0	0	0	0	0	$ -
	2.1 Enh-DMS Usage Reports										
	Interface/Output										$ -
	Report: Total Time in Use										$ -
	Report: DMS Comm History										$ -
	Task Subtotal		0	0	0	0	0	0	0	0	$ -
	2.2 Enh-DP / EV Corridor Reports										
	Interface/Output										$ -
	Report: System Wide Data										$ -
	Report: Corridor by Corr Data										$ -
	Task Subtotal		0	0	0	0	0	0	0	0	$ -
	2.3 Center Lane Support Map/EM										
	Interface Enhacments										$ -
	Task Subtotal		0	0	0	0	0	0	0	0	$ -
	2.4 Add Intersection Config.										
	(Currently Undefined)										$ -
	Task Subtotal		0	0	0	0	0	0	0	0	$ -
	2.5 Ongoing Support Services										
	Continue Maintenance										$ -
	Task Subtotal		0	0	0	0	0	0	0	0	$ -
	3 Core System Maintenance										
	3.1 System Operational Support										$ -
	Task Subtotal		0	0	0	0	0	0	0	0	$ -
	Project Total Quantity		0	0	0	0	0	0	0	0	
	Project Total Cost		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

TRANSCORE.

Summary of Costs by Task

Consultant Contract Fee Computation - Exhibit B

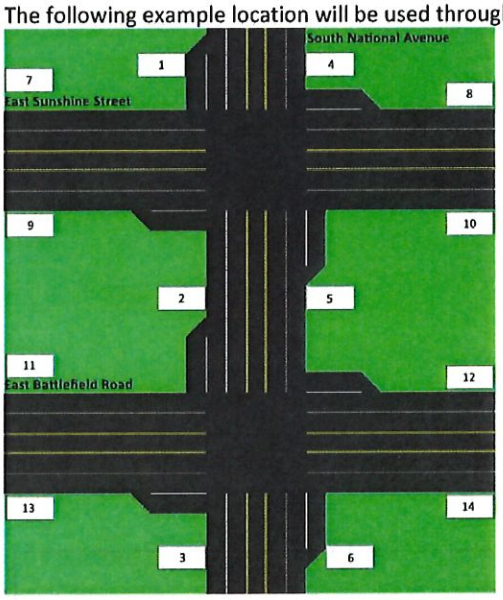
Project: Springfield-ATMS Ext-1
Customer: MoDOT/City of Springfield
Revised: June 10, 2019

Task	Description	Total Labor Costs	Direct Expenses	Total
1	**Project Management**			
1.1	Project Manager	$ 673.22	$ -	$ 673.22
	Task Subtotal	*$ 673.22*	*$ -*	*$ 673.22*
2.1	**Enh-DMS Usage Reports**			
	Interface/Output	$ 3,894.54	$ -	$ 3,894.54
	Report: Total Time in Use	$ 5,112.10	$ -	$ 5,112.10
	Report: DMS Comm History	$ 5,112.10	$ -	$ 5,112.10
	Task Subtotal	*$ 14,118.74*	*$ -*	*$ 14,118.74*
2.2	**Enh-DP / EV Corridor Reports**			
	Interface/Output	$ 3,894.54	$ -	$ 3,894.54
	Report: System Wide Data	$ 10,867.49	$ -	$ 10,867.49
	Report: Corridor by Corr Data	$ 13,027.99	$ -	$ 13,027.99
	Task Subtotal	*$ 27,790.02*	*$ -*	*$ 27,790.02*
2.3	**Center Lane Support Map/EM**			
	Interface Enhacments	$ 43,378.24	$ -	$ 43,378.24
	Task Subtotal	*$ 43,378.24*	*$ -*	*$ 43,378.24*
2.4	**Add Intersection Config.**			
	(Currently Undefined)	$ -	$ -	$ -
	Task Subtotal	*$ -*	*$ -*	*$ -*
3	**Core System Maintenance**			
3.1	System Operational Support	$ 74,429.88	$ -	$ 74,429.88
	Task Subtotal	*$ 74,429.88*	*$ -*	*$ 74,429.88*
Project Total		$ 85,960.22	$ -	$ 160,390.10

6. APPENDIX A: CENTER LANE SUPPORT SCENARIOS

6.1 Example Location

The following example location will be used throughout the discussion:



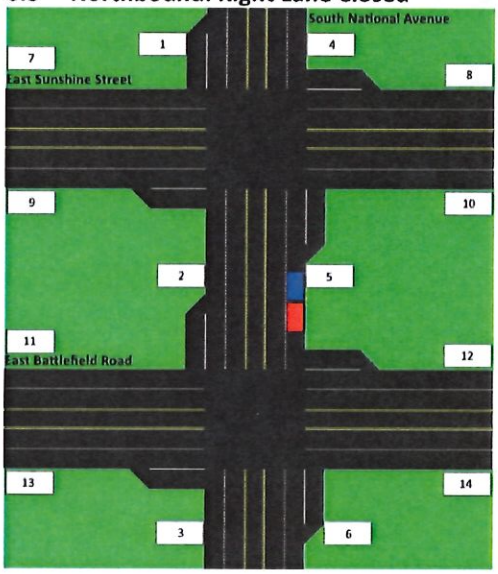
The location is based on an actual section of South National Avenue between two major arterials with several minor arterial cross streets in between. The locations positive direction, the direction shown on the righthand side in lane closures, is northbound.

6.2 Signs

The following list describes the signs that will be referenced for message in the example scenarios:

1. Southbound sign before any example events
2. Southbound sign at or near any example events
3. Southbound sign past any example events
4. Northbound sign after any example events
5. Northbound sign at or near any example events
6. Northbound sign before any example events
7. Westbound sign on East Sunshine Road after South National Avenue
8. Westbound sign on East Sunshine Road before South National Avenue
9. Eastbound sign on East Sunshine Road before South National Avenue
10. Eastbound sign on East Sunshine Road after South National Avenue
11. Westbound sign on East Battlefield Road after South National Avenue
12. Westbound sign on East Battlefield Road before South National Avenue
13. Eastbound sign on East Battlefield Road before South National Avenue
14. Eastbound sign on East Battlefield Road after South National Avenue

6.3 Northbound: Right Lane Closed



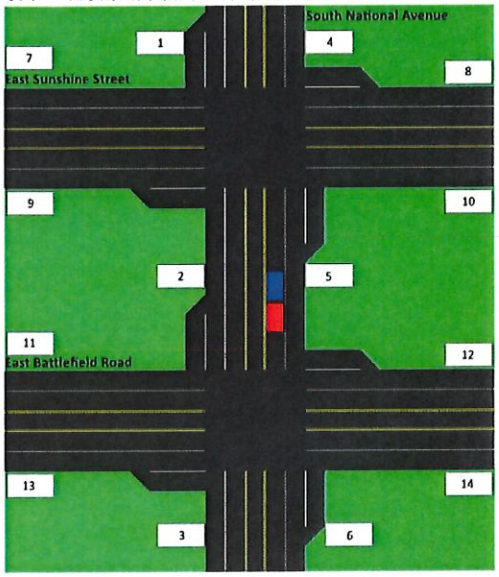
6.3.1 Web Description

ACCIDENT S NATIONAL ST NB PAST E BATTLEFIELD RD RIGHT LANE CLOSED EST. CLEARANCE TIME: <time>

6.3.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	RIGHT LANE CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	RIGHT LANE CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	RIGHT LANE CLOSED
14	N		

6.4 Northbound: Left Lane Closed



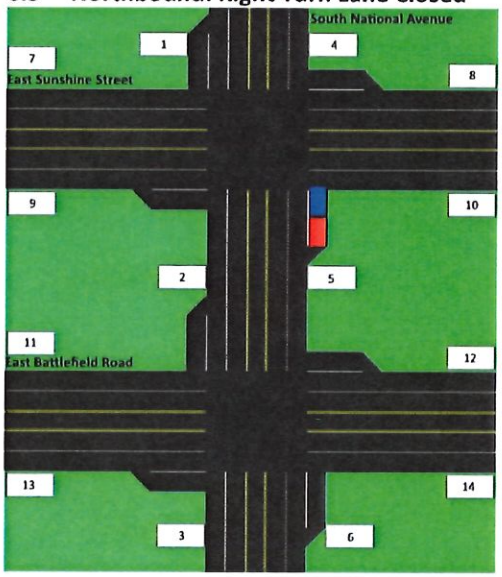
6.4.1 Web Description

ACCIDENT S NATIONAL ST NB PAST E BATTLEFIELD RD LEFT LANE CLOSED EST. CLEARANCE TIME: <time>

6.4.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	LEFT LANE CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT LANE CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT LANE CLOSED
14	N		

6.5 Northbound: Right Turn Lane Closed



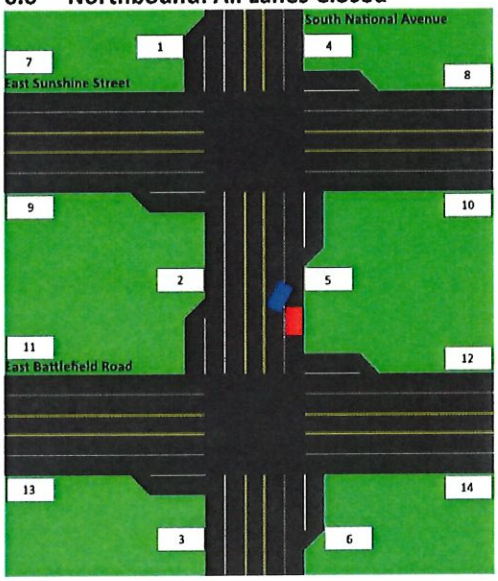
6.5.1 Web Description

ACCIDENT
S NATIONAL ST NB PAST E BATTLEFIELD RD
RIGHT TURN LANE CLOSED
EST. CLEARANCE TIME: <time>

6.5.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	Y	ACCIDENT NATIONAL NB AT SUNSHINE	
6	Y	ACCIDENT NATIONAL NB AT SUNSHINE	RIGHT TURN LANE CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB AT SUNSHINE	
13	Y	ACCIDENT NATIONAL NB AT SUNSHINE	RIGHT TURN LANE CLOSED
14	N		

6.6 Northbound: All Lanes Closed



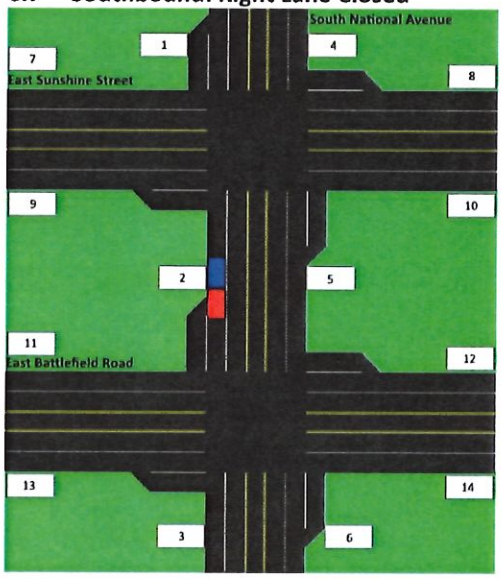
6.6.1 Web Description

ACCIDENT S NATIONAL ST NB PAST E BATTLEFIELD RD ALL LANES CLOSED EST. CLEARANCE TIME: <time>

6.6.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	ALL LANES CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	N	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
14	N		

6.7 Southbound: Right Lane Closed



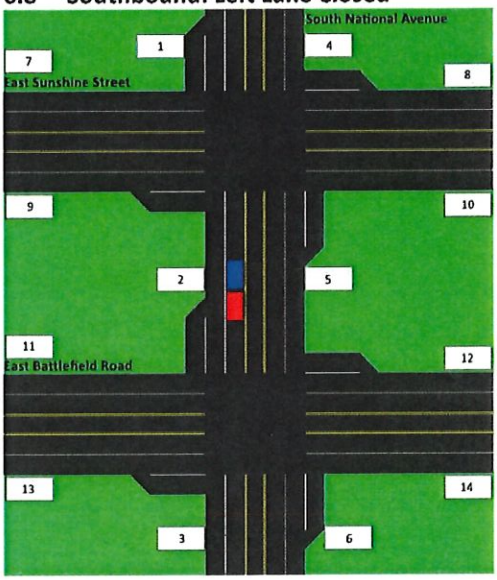
6.7.1 Web Description

ACCIDENT S NATIONAL ST SB PAST E SUNSHINE ST RIGHT LANE CLOSED EST. CLEARANCE TIME: <time>

6.7.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	RIGHT LANE CLOSED
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	RIGHT LANE CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	RIGHT LANE CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.8 Southbound: Left Lane Closed



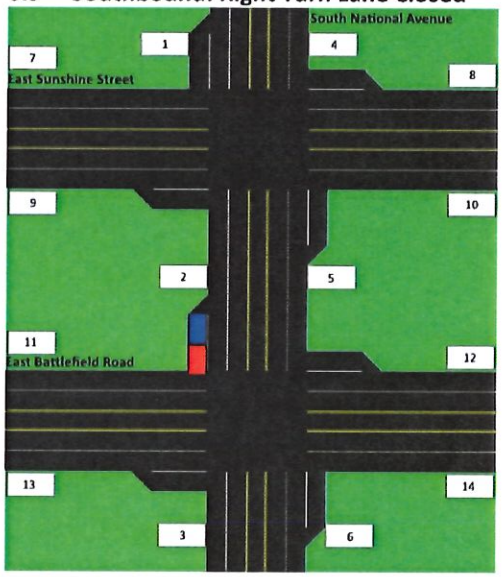
6.8.1 Web Description

ACCIDENT S NATIONAL ST SB PAST E SUNSHINE ST LEFT LANE CLOSED EST. CLEARANCE TIME: <time>

6.8.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	LEFT LANE CLOSED
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT LANE CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT LANE CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.9 Southbound: Right Turn Lane Closed



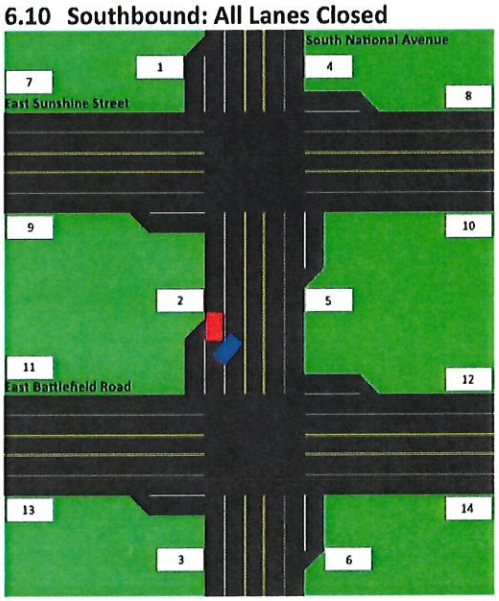
6.9.1 Web Description

ACCIDENT S NATIONAL ST SB PAST E SUNSHINE ST RIGHT TURN LANE CLOSED EST. CLEARANCE TIME: <time>

6.9.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL SB AT BATTLEFIELD	RIGHT TURN LANE CLOSED
2	Y	ACCIDENT NATIONAL SB AT BATTLEFIELD	
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB AT BATTLEFIELD	RIGHT TURN LANE CLOSED
9	Y	ACCIDENT NATIONAL SB AT SUNSHINE	RIGHT TURN LANE CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.10 Southbound: All Lanes Closed



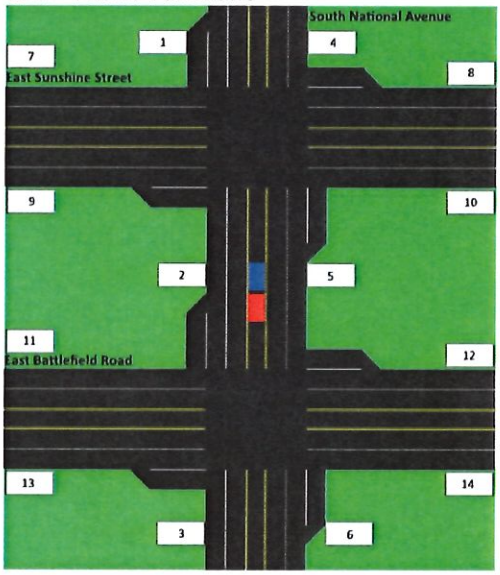
6.10.1 Web Description

ACCIDENT S NATIONAL ST SB PAST E SUNSHINE ST ALL LANES CLOSED EST. CLEARANCE TIME: <time>

6.10.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	ALL LANES CLOSED
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.11 Center Turn Lane



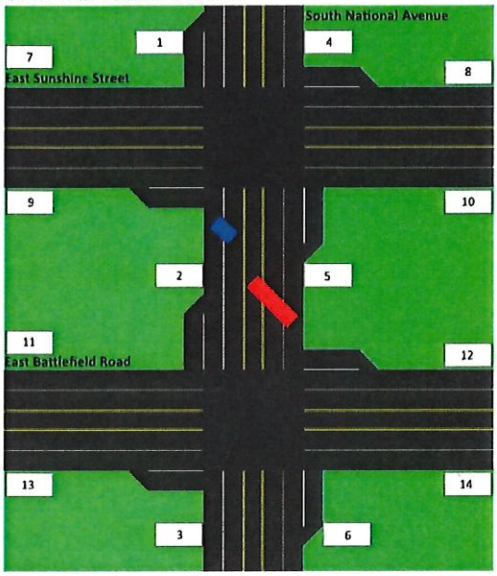
6.11.1 Web Description

ACCIDENT S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST LEFT TURN LANE CLOSED EST. CLEARANCE TIME: <time>

6.11.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	CENTER TURN LANE CLOSED
2, 3, 4, 5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	CENTER TURN LANE CLOSED
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT TURN LANE CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT TURN LANE CLOSED
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT TURN LANE CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT TURN LANE CLOSED
14	N		

6.12 All Lanes Closed



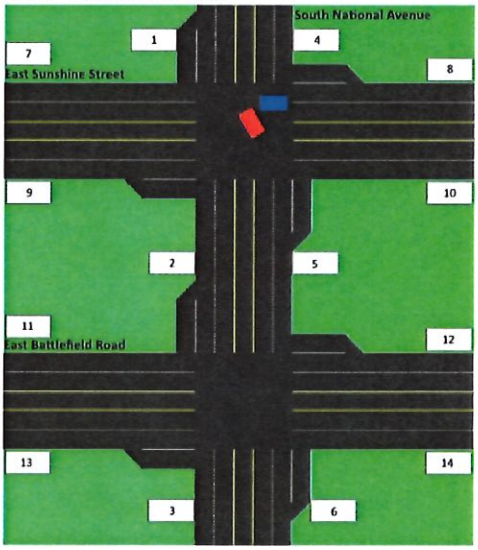
6.12.1 Web Description

ACCIDENT S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST ALL LANES CLOSED EST. CLEARANCE TIME: <time>

6.12.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	ALL LANES CLOSED
2, 3, 4, 5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	ALL LANES CLOSED
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
14	N		

6.13 In Intersection



6.13.1 Web Description

ACCIDENT S NATIONAL ST AT E SUNSHINE ST ALL LANES CLOSED EST. CLEARANCE TIME: <time>

6.13.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB AT SUNSHINE	EXPECT SLOW TRAFFIC
2, 3, 4	N		
5	Y	ACCIDENT AT SUNSHINE	ALL LANES CLOSED
6	Y	ACCIDENT AT SUNSHINE	ALL LANES CLOSED
7	N		
8	Y	ACCIDENT AT NATIONAL	ALL LANES CLOSED
9	Y	ACCIDENT SUNSHINE WB AT NATIONAL	EXPECT SLOW TRAFFIC
10, 11	N		
12	Y	ACCIDENT NATIONAL NB AT SUNSHINE	ALL LANES CLOSED
13	Y	ACCIDENT NATIONAL NB AT SUNSHINE	ALL LANES CLOSED
14	N		