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
December 14, 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 30, 2020 CITY COUNCIL MEETING AND DECEMBER 8, 2020 SPECIAL CITY COUNCIL MEETINGS.**

   Documents:

   11-30-2020.PDF
   12-08-20 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, DECEMBER 11, 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 2020-281 (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

8. **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

9. **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

10. **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

11. **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

12. **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

13. **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

14. **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

15. **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.)

Commission recommend approval. Staff recommends denial.)

Documents:

2020-289.PDF

16. **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

17. **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

18. **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 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.

Documents:

2020-292.PDF

19. **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

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

21. **Council Bill 2020-298 (Ollis)**

A resolution extending the declaration of an economic and housing access calamity for the purpose of continuing to allow service providers to provide food and lodging for the working poor and unemployed in the community; and providing a term for same.

Documents:

2020-298.PDF

22. **Council Bill 2020-299 (McClure)**

A resolution recognizing the many partners who worked together to produce and stage the Mayor's Tree Lighting Holiday Show in a safe and effective manner, while bringing joy to the community and providing a safe outlet for children to visit Santa and Mrs. Claus and enjoy the downtown lights.

Documents:

2020-299.PDF

23. **Council Bill 2020-300 (McClure)**

A resolution readopting the City of Springfield's Legislative Priorities as amended for 2021; and repealing Resolution 10537.

Documents:

2020-300.PDF

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

25. **Council Bill 2020-301 (Council)**

A general ordinance amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by readopting and revising Article XIII, 'COVID-19 pandemic,' which adds regulations related to Face Coverings, occupancy limits, and physical distancing to respond to the COVID-19 pandemic; and declaring an emergency pursuant to City Charter Section 2.12.

Documents:

2020-301.PDF

26. **PUBLIC IMPROVEMENTS.**

27. **GRANTS.**

28. **AMENDED BILLS.**

29. **COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. May Be Voted On.**

30. **Council Bill 2020-302 (Hosmer)**

    A special ordinance authorizing the City Manager, or his designee, to accept additional Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development from the Coronavirus Aid, Relief, and Economic Security Act emergency funding and to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding; amending the Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program; amending the budget of the City's Department of Planning and Development for Fiscal Year 2020-2021 in the amount of $1,122,015; directing staff to provide Economic Development Business Assistance as a forgivable loan; directing staff to expedite the provision of services by amending existing City contracts; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (Staff recommend approval.)

    Documents:

    2020-302.PDF

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

32. **Council Bill 2020-303 (McGull)**

    A special ordinance approving a Collective Bargaining Agreement by and between the City and Southern Missouri Professional Fire Fighters Local 152, the Bargaining Unit of the Springfield Fire Department; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Bargaining Unit.

    Documents:

    2020-303.PDF

33. **Council Bill 2020-304 (Fisk)**

    A special ordinance approving the First Amendment to the Collective Bargaining Agreement by and between the City and the Bargaining Unit of the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO; and authorizing the City Manager, or his designee, to execute and deliver the First Amendment on behalf of the City to the Bargaining Unit.

Documents:

2020-304.PDF

34. **Council Bill 2020-305 (Schilling)**

A special ordinance approving the Third Amendment to the Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22; and authorizing the City Manager, or his designee, to execute and deliver the Third Amendment on behalf of the City to the Bargaining Unit.

Documents:

2020-305.PDF

35. **Council Bill 2020-306 (Ferguson)**

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making provision for eight new job titles; providing pay adjustments for employees on the Professional, Administrative and Technical Schedules and Crafts, Trades and Labor Non-Union Schedule and for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; and amending the Fiscal Year 2020-2021 budget of the City.

Documents:

2020-306.PDF

36. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

Dee Wampler wishes to address City Council.

37. **NEW BUSINESS.**

The City Manager Recommends the following appointment to the Springfield-Greene County Park Board: Susan Turner with term to expire June 1, 2021.

The City Manager Recommends the following appointment to the Springfield-Greene County Park Board: Leslie Carrier with term to expire June 1, 2023.

38. **UNFINISHED BUSINESS.**

39. **MISCELLANEOUS.**

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

41. **Council Bill 2020-307 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept a grant in the amount of $1,861 from the Stephen and Helen G. Sedora Charitable Trust, to provide free smoke alarms and batteries for the hearing impaired; and amending the budget for the Fire Department for Fiscal Year 2020-2021.

Documents:

2020-307.PDF

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

43. **Council Bill 2020-308 (Simpson)**

A resolution adopting the 2020-2025 Greene County Hazard Mitigation Plan as required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Documents:

2020-308.PDF

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

45. **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

46. **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.)

Kramer West 2nd Addition.)

Documents:

2020-295.PDF

47. **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

48. **Board Confirmations.**

Confirm the following appointment to the Board of Equalization: Courtney Pinkham-Martin with term to expire April 1, 2021.

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

Confirms the following appointment to the Citizens Advisory Committee for Community Development: Cynthia "Abby" Rea and Jenna deJong with terms to expire May 1, 2022.

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

Confirm the following reappointments to the Landmarks Board: Randall Allen and Adam Letterman with terms to expire November 1, 2023.

Confirm the following reappointments to the Personnel Board: Stephanie Appleby, Diana Day, and Philip Pulliam with terms to expire March 1, 2023.

Confirm the following appointments to the Personnel Board: Erica Cook and Tyler Tooley with terms to expire March 1, 2021.

Confirm the following reappointments to the Planning and Zoning Commission: Natalie Broekhoven and Britton Jobe with terms to expire January 1, 2025.

Confirm 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.

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

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

Confirm the following reappointment to the Public Building Corporation: Austin Simpson with term to expire September 1, 2026.

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

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

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

49. **END OF CONSENT AGENDA.**

50. **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 30, 2020
Springfield, Missouri

The City Council met in regular session November 30, 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. Craig Hosmer*, Richard Ollis, Andrew Lear*, Abe McGull, Matthew Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk and Ken McClure. Absent. None.

*Members attending via videoconference.

Minutes

The minutes of November 16, 2020 City Council meeting and November 24, 2020 Special City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

Mayor McClure recognized scout group Webelos 2, Den 5, from Pack 289. He noted the Webelos are working on badges by attending the City Council meeting via livestream.

City Manager Report

Jason Gage, City Manager, shared a few items of interest in the community. He noted the Springfield Police Department worked with the Public Information and Civic Engagement Department to create an annual calendar, the Downtown Springfield Community Improvement District funded a new photo-op sculpture, located across the street from Historic City Hall.

Mr. Gage noted the 26th Annual Turkey Trot 5K was a success, with an unofficial registration tally of 2,078. Mr. Gage noted participants were encouraged to register to receive their long-sleeved t-shirt and race bib, then complete a 5K at the location of their choice anytime over Thanksgiving weekend.

Mr. Gage further noted that Community Partnership of the Ozarks received notification of an award from the Missouri Housing Development Corporation to cover costs regarding homeless shelter expenses through the spring.

Clay Goddard, Director of Public Health and Welfare, provided an update on COVID-19. He noted the 7-day rolling average is down 9%. Mr. Goddard noted Wednesday was a reporting record day with 312 cases, however, there was a push to get results delivered before the holiday. He noted there are currently over 15,000 cases and 196 fatalities. Mr. Goddard reviewed statistics from September-November. He noted there are 228 people hospitalized, 109 are Greene County residents. Mr. Goddard added there are 58 patients requiring critical care from COVID-19, with 48 of those on ventilators. He noted more Missouri counties are implementing mask mandates and the news on vaccines is promising. Mr. Goddard noted anyone having

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questions or concerns about COVID-19, the Coronavirus Call Center is staff Monday-Friday, 8:00am-5:00pm, 417-874-1211.

Councilman Simpson noted the state will provide testing on December 3 and 4, 2020 at the fairgrounds. He asked if the testing would be conducted for free. Mr. Goddard answered affirmatively and noted the testing is open to all Missouri residents. He noted toward the end of the summer contact tracing was becoming overwhelming; therefore, the Health Department changed techniques and utilized technology to keep up with the demand. Mr. Goddard noted the largest transmission vector is still within a household, some from the workplace when mitigation techniques are not used well, and then family gatherings where people let their guard down.

Councilman McGull asked if businesses are still required to ask patrons to mask and if the Health Department has coordinated with the Police Department for enforcement. Mr. Goddard answered affirmatively noting the requirement of face coverings is in the ordinance. He noted the Public Health Department has not coordinated with the Police Department to ensure compliance.

Jason Gage, City Manager, noted businesses are expected to educate patrons regarding the face covering requirements. He noted if a person does not comply with the ordinance, police do follow-up on complaints. He further noted the difficulty of catching a person refusing to follow the ordinance. Mr. Gage noted officers initially try to educate a person on the ordinance, but if called to the same establishment a second time, they are prepared to issue a citation. He expressed his belief the general compliance level is acceptable.

Councilman McGull recommended sending plain clothes officers into establishments without a face covering to see if the business requests one be used.

Mayor McClure reviewed several news articles related to COVID-19, statistics, fatalities, and statewide face covering ordinances.

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

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.)

Councilman McGull expressed his concern there is no Health Department inspection, follow-up with labeling compliance, and liability insurance.

Mayor Pro Tem Ferguson expressed concern for the types of non-hazardous food items, as she believes there are possible hazards with each of them. She expressed her opinion science is involved with food preparation and oversight is needed.

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Councilman Schilling noted he will be voting in favor of the proposed.

City Council Bill 2020-252. General ordinance 6624 was approved by the following vote: Ayes: Simpson, Schilling, Fisk, Hosmer, Ollis, and Lear. Nays: McGull, Ferguson and McClure. Abstain: None.

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.

Mayor Pro Tem Ferguson noted she will be supporting the proposed.

City Council Bill 2020-253. Special ordinance 27411 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-254. Special ordinance 27412 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Abstain: None.

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. 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.

City Council Bill 2020-255. Special ordinance 27413 was approved by the following vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Abstain: None.

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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.

City Council Bill 2020-256. Special ordinance 27414 was approved by the following vote: Ayes: Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-257. Special ordinance 27415 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-258. General ordinance 6625 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer and McClure. Nays: None. Abstain: None.

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.

Councilman Ollis expressed his support for selling properties in need of development. He noted the US Census report indicates Springfield is second in the country for rentals, in the last decade Springfield now has more renters than homeowners, and in the last decade renters have increased 11% to 59% in our community. Councilman Ollis expressed his belief Springfield needs to find a way to promote homeownership.

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Councilman McGull expressed his opinion if the statistics referenced were single family dwellings, then he too is concerned. He noted the universities in the community have been growing and could contribute to renters.

Mayor Pro Tem Ferguson noted in Zone 1 many homes have changed from owner occupied to rentals. She expressed her opinion since the housing market downturn in 2008, many homes were lost and picked up by landlords who have not acted responsibly resulting in an increase in nuisance properties.

Councilman Schilling expressed his opinion absentee ownership could be a problem with rentals.

Councilman Simpson noted there are some of the same issues in Zone 4 as the ones mentioned by Mayor Pro Tem Ferguson.

City Council Bill 2020-259. Special ordinance 27416 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

The following bills appeared on the agenda under Resolutions.

Annexation of 5544 and 6006 West State Highway 266

Sponsor: Ferguson. Council Bill 2020-271.

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.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted this is one of three bills related to a proposed athletic complex to be located on the west side of Springfield. Ms. Smith noted the proposed would begin the annexation process. She noted the proposed is within the urban service area, is compact and contiguous, and staff recommends approval. Ms. Smith noted the public hearing would be on January 11, 2021.

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

Council Bill 2020-271. Resolution 10534 was approved by the following vote: Ayes: McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear and McClure. Nays: None. Abstain: None. Absent: None.

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Airport Overlay District

Sponsor: Ferguson. Council Bill 2020-272.

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.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted this the second of three bills related to a proposed athletic complex. Ms. Smith noted all areas of Springfield have an overlay district which determines what type of activities are permitted. She noted the athletic complex would be located on the Airport Overlay District. Ms. Smith noted some portions of the Airport Overlay Zone are more restrictive than what the Federal Aviation Administration requires; therefore, staff are reviewing how to possibly modify the Overlay Zone to permit activity being proposed on the acreage to be annexed. She noted the proposed allows staff to continue to work with the Airport staff to determine recommendations to then be brought before City Council.

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

Council Bill 2020-272. Resolution 10535 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Abstain: None. Absent: None.

Sewer Service to Intersection of Highways 160 and CC in Christian County

Sponsor: Hosmer. Council Bill 2020-273.

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).

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. He noted proposed grants an exception to the Urban Service Area policy to potentially provide sewer service. Mr. Kemper noted the City provides wastewater treatment to English Village and the surrounding area. He noted the City is in the process of renegotiating the contract and there was a request to serve the other quadrant of the intersection. He noted there is the potential of increased revenue from potential customers and there is no additional cost to the City.

Councilman Simpson asked if annexation was possible as the area is in Christian County. Mary Lilly Smith, Director of Planning and Development, answered affirmatively. She noted the City does already hold other property in Christian County.

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

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Council Bill 2020-273. Resolution 10536 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Abstain: None. Absent: None.

Legislative Priorities for 2021

Sponsor: McClure. Council Bill 2020-274.

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

Jason Gage, City Manager, provided a brief overview of the proposed. He noted the proposed allows City Council, as well as staff, to advocate for legislative priorities with the state legislative delegation. Mr. Gage reviewed various partners and stakeholders the City works with. In addition, he reviewed each of the priorities.

Mayor Pro Tem Ferguson thanked Mr. Gage for his work on adding the portion related to sexual assault and domestic violence. She noted in 2018, Springfield had the highest per capita rate of domestic violence crimes in the state of Missouri with 2,800 crimes.

Councilman Hosmer asked if funding for rape kit analysis and DNA analysis could be added. Mr. Gage noted language would need to be added to incorporate rape kit analysis and DNA analysis. He noted there is language broadly addressing rape kit analysis. Mr. Gage noted City Council would be able to decide if they want to pass the proposed or make changes and then bring the proposed back to City Council in a few weeks.

Mayor McClure noted time is of the essence as pre-filing begins tomorrow. He suggested approving the proposed and then amending the proposed in two weeks to include Councilman Hosmer's suggestions. Mayor McClure expressed his opinion the list this year is more compact compared to previous years. He expressed his opinion the voluminous lists sent in prior years may have done more harm than good.

Councilman Simpson noted he will be supporting the proposed. He expressed his opinion the priority related to internet sales tax is not a revenue issue, but a fairness issue. Councilman Simpson expressed his opinion brick and mortar retailers must pay sales tax, whereas online retailers do not, and this creates an uneven playing field.

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

Council Bill 2020-274. Resolution 10537 was approved by the following vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Abstain: None. Absent: None.

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Athletic Complex by Philcrest Properties

Sponsor: Ollis. Council Bill 2020-275.

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.

Sarah Kerner, Director of Economic Development, provided a brief overview of the proposed. She noted the proposed includes 12 outdoor soccer fields, 2 indoor soccer fields, and 4 indoor basketball courts. Ms. Kerner noted the proposed may lead to future commercial development along Chestnut and the total investment is $12-14 million dollars. She noted the developer has requested City assistance with sanitary sewer, water, gas, and road and sidewalk improvements. Ms. Kerner noted the proposed would express intent to pay up to $2 million dollars for costs associated with public improvements related to the project.

Mayor McClure clarified the proposed is an expression of intent.

Councilman Hosmer asked if the proposed was limited to a Community Improvement District (CID) and if it follows the policy City Council has established for CIDs. Ms. Kerner noted the proposed is a CID. She noted this project is different from typical CIDs. Ms. Kerner noted the developer would build the project, the City would pay up to $2 million dollars up front, and the developer would slowly repay the City. He asked if the project was going to be able to obtain the necessary status for hosting tournaments. Ms. Kerner noted the developer did not want to obtain the necessary status. He asked if a precedent would be set if the policy for CIDs were not followed for this project. Ms. Kerner expressed it is possible.

Councilman Ollis asked if exceptions to policy had been done before for specific projects. Ms. Kerner answered affirmatively.

Mayor McClure clarified the proposed is an expression of intent. He expressed his opinion this project works in tandem with Cooper Park/Lake Country.

Councilman Ollis expressed his support for the proposed. He expressed his opinion the project will improve the airport corridor, potentially spurring development in the area, and develops Springfield's amateur sports.

Councilman Lear echoed Councilman Ollis' sentiments.

Councilman Simpson expressed his support for the proposed. He expressed his opinion Lake Country will provide the anchor tournament facility and Philcrest will provide the anchor tournament facility for the West Chestnut corridor which is critical to the Forward SGF discussions.

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

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Council Bill 2020-275. Resolution 10538 was approved by the following vote: Ayes: Fisk, Ollis, Lear, McGull, Simpson, Schilling, Ferguson and McClure. Nays: Hosmer. Abstain: None. Absent: None.

Cooper Park/Lake Country Soccer Complex and Facilities

Sponsor: Hosmer. Council Bill 2020-276.

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.

Bob Belote, Director of Parks and Recreation, provided a brief overview of the proposed. He noted the proposed is a $10 million dollar facility upgrade. Mr. Belote noted there are 18 flat fields. The proposed provides turf to 8 fields while enhancing the other 10 fields, provides spectator seating for 3,500, new locker rooms, restrooms, and team meeting areas, and a new spectator concourse. He noted the proposed would allow the City to bid on state championships, youth championships, and regional and national tournaments. Mr. Belote noted the upgrades would allow for high-level college play and professional soccer opportunities. He summarized the proposed noting the City would pay up to $10 million dollars for complex improvements, the City would provide $5 million dollars in direct project funds with a challenge to Lake Country Soccer to provide matching funds.

An opportunity was given for citizens to express their views.

Lance Kettering noted he is the Executive Director of the Springfield Sports Commission. He expressed his support for the proposed. Mr. Kettering noted a year ago the Huddle Up Group was commissioned to provide a study of the sports tourism in Springfield. He noted the report is available on the Springfield Sports Commission website. Mr. Kettering expressed his opinion many of the venues in Springfield need repairs. He expressed his excitement for a private developer to have an interest in developing the Chestnut corridor.

Tracy Kimberlin noted he is the President of the Springfield Convention and Visitors Bureau. He expressed his support for the two athletic projects. Mr. Kimberlin noted in the past Springfield has hosted the US Youth Soccer Association tournament, but now Springfield is not even considered because facilities in other communities far surpass the facilities in Springfield. He expressed his opinion the two athletic projects being considered will allow Springfield to host state, regional, and national tournaments for soccer. Mr. Kimberlin noted the two proposals are related to sports tourism. He noted the pandemic has devastated the travel industry and developments such as the proposed are greatly needed and appreciated by many businesses that need any help that can be given.

John Markey noted he is the Executive Director of Lake Country Soccer. He expressed his support for the proposed. Mr. Markey noted Lake Country is a designated 501c3 and is managed by a board. He read a statement from the Board President. Mr. Markey noted he has travel to facilities in four different states in order to try to bring events to Springfield. He noted Springfield is not often able to host events because there is only

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one turf field. Mr. Markey expressed his opinion events hosted in Springfield are done professionally and all funds are reinvested in Lake Country.

Councilman Hosmer asked the probability of Lake Country's ability to raise $5 million dollars in private donations. Mr. Markey expressed his opinion once the project begins and people see the City is behind the project, raising funds will not be a problem. He also noted they have hired a capital campaign company.

Jan Stahle noted he is a board member of Cooper Park/Lake Country Soccer. He reviewed his history with soccer and the history of Cooper Park/Lake Country Soccer. Mr. Stahle expressed his support for the proposed.

Mayor McClure noted this is an expression of intent.

Councilman Ollis expressed his gratitude to the Cooper family, McQueary family, and the Park Board for their support of these facilities. He expressed his opinion the proposed increases the value of sports tourism and expand amateur sports in the community. Councilman Ollis noted he supports both of the proposed.

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

Council Bill 2020-276. Resolution 10539 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk and McClure. Nays: None. Abstain: None. Absent: None.

The following bill appeared on the agenda under Emergency Bills.

Contract Tracing for Springfield Public Schools

Sponsor: Lear. Council Bill 2020-277.

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.

Katie Towns, Assistant Director of Health, provided a brief overview of the proposed. She noted when Springfield Public Schools (SPS) returned to seated classes four days per week, they contacted the Health Department to inquire about resources to assist with contact tracing. Ms. Towns noted the Health Department is using Maximus Federal and believed Maximus Federal would be able to assist SPS. She noted the proposed would add five staff for contact tracing for SPS.

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

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City Council Bill 2020-277. Special ordinance 27428 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer and McClure. Nays: None. Abstain: None.

PUBLIC IMPROVEMENTS

The following bills appeared on the agenda under Grants.

CARES Act Funding for Expanded Epidemiology and Laboratory Capacity

Sponsor: Lear. Council Bill 2020-278.

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.

Katie Towns, Assistant Director of Health, provided a brief overview of the proposed. She noted the proposed gives permission to accept CARES Act funding to allow the Health Department to continue case investigations and supplement current contracts. Ms. Towns noted the funds would be used in 2021 once current CARES Act funding has expired.

Councilman Schilling requested a breakdown of all grants received related to COVID-19. Jason Gage, City Manager, noted the City has that information and will send it out to City Council.

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

City Council Bill 2020-278. Special ordinance 27429 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

Increasing Adult Influenza Vaccination Rates Grant

Sponsor: Ollis. Council Bill 2020-279.

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.

Katie Towns, Assistant Director of Health, provided a brief overview of the proposed. She noted the proposed would allow flu vaccinations for those at highest risk for contracting the flu. Ms. Towns noted this is a new grant, vaccinations would be

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provided at no cost, and the target population is food production workers, first responders, and law enforcement.

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

City Council Bill 2020-279. Special ordinance 27430 was approved by the following vote: Ayes: McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear and McClure. Nays: None. Abstain: None.

AMENDED BILLS

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

Council Bills 2020-281 through 289 were read together.

Bolivar Apartments Public Housing Redevelopment Area

Sponsor: Ferguson. Council Bill 2020-281.

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.)

Cedarbrook Apartments Public Housing Redevelopment Area

Sponsor: McGull. Council Bill 2020-282.

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.)

Dogwood Apartments Public Housing Redevelopment Area

Sponsor: Schilling. Council Bill 2020-283.

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.)

Glenwood Apartments Public Housing Redevelopment Area

Sponsor: McGull. Council Bill 2020-284.

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.)

East High Street Public Housing Redevelopment Area

Sponsor: McGull. Council Bill 2020-285.

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.)

North Delaware Public Housing Redevelopment Area

Sponsor: McGull. Council Bill 2020-286.

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.)

South Weaver Public Housing Redevelopment Area

Sponsor: Schilling. Council Bill 2020-287.

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

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implementation of the Redevelopment Plan. (The Land Clearance for Redevelopment Authority and the Planning and Zoning Commission recommend approval. Staff recommends denial.)

West Sunset Street Public Housing Redevelopment Area

Sponsor: Schilling. Council Bill 2020-288.

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.)

Villa Marie Apartments Public Housing Redevelopment Area

Sponsor: McGull. Council Bill 2020-289.

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.)

Sarah Kerner, Director of Economic Development, provided a brief overview of the proposed. She noted the Housing Authority and BGC Advantage are partnering as "Keystone Family Homes, LP" to enroll units into HUD Rental Assistance Demonstration (RAD) program to convert Public Housing to Section 8 Housing. Ms. Kerner noted this consists of 297 units and a $44 million dollar investment. She noted financing will include low-income housing tax credits and tax-exempt bonds. She further noted the properties are currently tax-exempt and pay the City a statutory PILOT. She noted both staff and the Planning and Zoning Commission recommend all nine redevelopment areas conform with the Comprehensive Plan.

Mayor McClure noted staff recommended denial on six of the redevelopment areas. He asked what happens if City Council follows staff recommendations.
Ms. Kerner noted the developer could decide whether to proceed with the project, but there would be no abatement.

Councilman Simpson expressed his opinion many of the photos of blight seemed to be due to a lack of maintenance. He asked if there was a plan for maintenance of the properties in the future to ensure the same issues do not arise. Ms. Kerner noted maintenance funds and rental reserves are built into the developer's budget.

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Councilman Schilling asked for clarification of the ownership structure. Ms. Kerner noted the properties are owned by the Springfield Housing Authority and funded by federal tax dollars. She noted the proposed is a partnership between a private entity and the Housing Authority. Ms. Kerner explained the Housing Authority remains a co-owner but is no longer the landlord.

Councilman Shilling asked who receives the revenue. Ms. Kerner answered the limited partnership, Keystone Family Homes. She noted BCG Advantage is the majority owner. He asked where BCG Advantage is located. Ms. Kerner noted Louisiana.

Mayor Pro Tem Ferguson asked if lack of landscaping has ever been a criterion for blight. Ms. Kerner answered it has not. She asked how staff recommended Bolivar, Glenwood, and Cedarbrook. Ms. Kerner answered staff believed these three had high environmental conditions that need to be remediated. She asked if Keystone Family Homes will continue to redevelop the properties even if they are not approved for blight. Ms. Kerner noted the developer would need to respond to the question.

Councilman Ollis asked if the Land Clearance for Redevelopment Authority (LCRA) and staff have received the same presentations related to blight studies. Ms. Kerner answered affirmatively. He asked if even though LCRA and staff received the same presentation, LCRA approved all nine properties. Ms. Kerner answered affirmatively. She noted LCRA was concerned with environmental contaminations. He asked if there is not blight, therefore there is not a tax abatement, doesn't the but-for test indicate the project is not financially feasible to redevelop the unit. Ms. Kerner noted the developer would modify their plans in order to create cash flow. He asked how long the six properties not recommended for blight by staff could continue to operate before they could be blighted. Ms. Kerner expressed there are many considerations including age of initial construction and building maintenance.

Councilman Hosmer asked if all units are currently occupied. Ms. Kerner answered affirmatively. He asked if without a change in ownership, abatement is not possible. Ms. Kerner answered affirmatively noting the Public Housing Authority does not pay taxes. He asked if the Public Housing Authority is selling the properties to Keystone Family Homes. Ms. Kerner answered the Public Housing Authority is putting their equity into the partnership. He asked for clarity if Public Housing Authority is not putting new money into the partnership, are they putting equity from the existing properties into the partnership. Ms. Kerner answered affirmatively. He asked what the guarantee properties will remain low-income housing. Ms. Kerner noted with the Low-Income Housing Tax Credits (LIHTC) being used there is a 40-year guarantee on low-income and there is a 20-year renewable contract for Section 8 housing. Councilman Hosmer noted there is a buy back option in which the Public Housing Authority can buy back the properties. He asked if this is the intent. Ms. Kerner deferred to Holly Knight.

Holly Knight noted at year 15 the tax investor, who owns 99.9% of the project, will exit the project and the Public Housing Authority then has the right of first refusal. Ms. Knight noted HUD requires the Public Housing Authority retain control of the project for 40 years. She noted the Public Housing Authority will not be the

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management company. Ms. Knight noted public housing receives approximately $1,200 per unit per year for capital improvements. She also noted information on repayment, grants, energy credits, seller proceeds, and refinancing. Ms. Knight reviewed developer fees and deferred fees.

Councilman Lear asked if the previously approved bond amounts will be reduced if not all nine properties are approved. Ms. Knight answered affirmatively.

Councilman McGull asked the last time a project like the proposed occurred in Springfield. Ms. Kerner noted there has not been a RAD conversion in Springfield to date. She noted this RAD project would be the second RAD project in Missouri. He asked the total cost of the project. Ms. Kerner answered approximately $44 million dollars. He asked if $44 million federal dollars would be injected into the local economy. Ms. Kerner noted the money is private investment dollars. He asked if most of the work would be construction. Ms. Kerner answered affirmatively.

An opportunity was given for citizens to express their views.

Katerna Wolfram expressed her gratitude to City Council for their thoughtful questions. Ms. Wolfram noted the Public Housing Authority will be managing Section 8 Housing program, even though a management company will be managing the sites. She expressed her opinion Public Housing Authority is not giving up anything, just restructuring how public housing is provided with the assistance of an investor. Ms. Wolfram recommended City Council follow the recommendations of LCRA for all nine properties. She expressed her opinion the properties are blighted and need improvement; this is an opportunity to use investor money versus taxpayer money and is a win-win situation. Ms. Wolfram recommended City Council approve the projects.

Councilman McGull asked the age of the redevelopment structures. Ms. Wolfram noted most structures were built in the 1970s, with the youngest structure built in 1982.

Councilman Ollis asked if money for deferred maintenance is built into the project. Ms. Wolfram answered affirmatively.

Mayor Pro Tem Ferguson asked if there is a limit on blight requests. Ms. Kerner answered there is not a limit, but there is an application fee for every request, plus the cost of a blight study.

John Oke-Thomas noted he is an architect in Springfield who has worked with Keystone Family Homes for the past 24 months. He noted all nine properties were considered as one project because all the structures have similar problems. Mr. Oke-Thomas noted most structures are 40-50 years old and expressed his opinion many of the structures are in terrible shape. He expressed his opinion looking at blight in individual structures, the essence of blight in the area is not captured. Mr. Oke-Thomas expressed his opinion landscaping should not be considered blight, but he noted the mechanical structure, electrical, and foundations of the structures are in poor condition and demonstrate why the structure should be blighted. He noted the

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structures need to be rehabilitated in order to be sustainable and to meet ADA standards.

Councilman McGull asked if the redevelopment of the structures would bring the buildings up to current code standards. Mr. Oke-Thomas answered affirmatively.

Alice Barber spoke in opposition to the proposed. Ms. Barber noted she is a representative of Springfield Tenants Unite. She asked City Council to vote no on the proposed because many of the properties do not meet the definition of blight, the properties constitute a large portion of the limited amount of low-income housing, and there will be changes in rent rates for tenants paying a flat rent rate. Ms. Barber expressed concern for the number of ADA units and the type of accessibility in the ADA units.

Debbie Tinen spoke in support of the proposed. She noted she is the Chairman of the Resident Council and is appearing on behalf of herself and the residents. She noted she has attended most of the RAD meetings and expressed her opinion the interactions have been positive. She expressed her opinion the properties are in dire need of rehabilitation.

Jahni Delmonico spoke in opposition of the proposed. She noted she is a representative of Springfield Tenants Unite. Ms. Delmonico expressed her opinion more attention is needed for ADA accessibility and there are not enough ADA units in the project plan. She read a statement from a Section 8 tenant with multiple disabilities.

Councilman Simpson asked how many ADA units are in the plans for the nine properties. Ms. Kerner deferred to Mr. Oke-Thomas. Mr. Oke-Thomas noted there are 16 ADA accessible units. He noted an invitation was extended to residents to view the plans for the ADA units three weeks ago, but no tenants have responded to the invitation.

Councilman Hosmer asked the cost to build an ADA unit meeting universal design. Mr. Oke-Thomas noted most of the properties are two story buildings and thus creates a complication for universal design. He noted ADA universal designs and ADA compliant are very similar with very few differences. Mr. Oke-Thomas noted he has worked to combine the two requirements to develop a unit that will be both ADA universal and ADA compliant. He noted the units are currently considered handicapped units, allowing for people in wheelchairs. Councilman Hosmer asked if these accommodations were in all units or the 16 ADA units. Mr. Oke-Thomas answered the 16 ADA units.

Councilman McGull expressed his opinion the proposed is a very important issue. He expressed his opinion these properties are rented by low-income citizens and the structures have not been updated in 40-50 years. Councilman McGull further expressed citizens want a clean, safe place to live and this is an opportunity to interject $44 million dollars for reconstruction for low-income housing to bring units up to date, where they should be. He noted this would be $44 million dollars injected to the construction industry during the pandemic. He further expressed the proposed would

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accomplish two goals, helping the poor and enriching the community through housing and economy.

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

City Council recessed until 10:00 pm.

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

Repealing Section 2-477, "Reduction of disability benefits when beneficiary is gainfully employed."

Sponsors: Lear, Schilling, Fisk, and Simpson. Council Bill 2020-290.

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.)

Janell Manley, Police & Fire Pension Board Administrative Director, provided a brief overview of the proposed. Ms. Manley noted the Pension Board recommended elimination of this ordinance in December 2019. She noted once a person is classified the disability pension remains in place until death, income is capped, and proof of annual income is required. Ms. Manley noted an annual medical exam can be required for persons under the age of 50 and persons over the age of 50 cannot be recalled to active service. She reviewed the number of pensioners affected. Ms. Manley noted an actuary was consulted to determine the impact to funds. The actuary noted there would not be a substantial proposed change as defined by state statutes.

Mayor McClure noted Councilman Lear is the City Council representative for the Police & Fire Pension Board.

Councilman Lear noted when the proposed was studied in the committee, it was apparent there was an issue of fairness. He noted if a person is injured performing their duties and claims a disability, their income is limited for life; whereas a person who can complete 25 years of active duty does not have the same restrictions.

Councilman Ollis asked if there is a limit to the amount a person can make. Ms. Manley noted it is over a certain amount as determined by the job classification connected to when the person moved to disability status. He asked if the disability is part of the Police & Fire Pension Board plan or is it a City insured item. Ms. Manley answered it is total funded by the Police & Fire Pension Board plan.

Mayor McClure expressed his gratitude to the Police & Fire Pension Board for looking into this matter.

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

Council Bills 2020-291 and 2020-292 were read together.

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Repealing General Ordinance 6614 of Property, Generally Located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue

Sponsor: Referendum Petition. Council Bill 2020-291.

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."

Calling an Election on August 3, 2021, in the City of Springfield, to Submit to the Qualified Voters, Whether or Not to Approve General Ordinance 6614

Sponsor: Referendum Petition. Council Bill 2020-292.

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.

Rhonda Lewsader, City Attorney, provided a brief overview of the proposed. She noted Council Bill 2020-291 would repeal Council's previously passed rezoning bill, General Ordinance 6614. She further noted if Council chooses to pass Council Bill 2020-292, the issue would go before voters in a special election slated for August 3, 2021. She also noted the City has not had a certified referendum petition on a zoning ordinance since 2013. In that case, City Council voted to place the referred ordinance on the ballot, however, the property owner filed a lawsuit.

Council Ollis asked if the case Ms. Lewsader was referring too was the Life360 case. Ms. Lewsader answered affirmatively. He asked if there have been any changes to the Charter or state zoning law since 2013. Ms. Lewsader answered no. He asked if she believes the Charter is inconsistent with state zoning law. Ms. Lewsader noted since the mid-1990's the City's position has been our Charter is regarded as inconsistent with state zoning law.

Councilman Hosmer noted the Life360 case was not contested. Ms. Lewsader agreed, noting the City and the property owner took the position the Charter was inconsistent with state law. He noted councilmembers swear an oath to uphold the Charter. He asked if the Charter specifies whether the issue should go to a vote of the people should it not be repealed. Ms. Lewsader answered affirmatively.

An opportunity was given for citizens to express their views.

Benjamin Shantz spoke in opposition of the proposed. He noted he represents Spencer Fane LLP, who represents Elevation Enterprises LLC. He expressed his belief

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General Ordinance 6614 was passed correctly. He noted Spencer Fane's position is a referendum petition regarding the zoning ordinance is improper, and violates the constitutional rights of his client, Elevation Enterprises LLC. He highlighted a few legal concerns regarding the language of the petition and characterized said petition as defective.

Eric Pauly spoke in support of the proposed. He noted he is the president of the Phelps Grove Neighborhood Association. He noted the Phelps Grove Neighborhood Association has followed the situation that is occurring with the Galloway Neighborhood Association. They did not support General Ordinance 6614. Upon its passage, they assisted gathering petition signatures to stop the development. He encouraged councilmembers to overturn General Ordinance 6614 by passing Council Bill 2020-291.

Wendy Huscher spoke in support of the proposed. She noted she is the adjacent property owner to the proposed development. She noted she was heavily involved with gathering petition signatures and believes the language submitted to the City is correct. He further noted she had worked with City staff to verify the language was appropriate before gathering signatures. She asked councilmembers pass Council Bill 2020-291.

Melanie Bach spoke in support of the proposed. She noted she is the president of the Galloway Neighborhood Association. She expressed her concern that two years have been spent discussing and amending the proposed development plan and Council proceeded to move forward. She further expressed her belief citizens oppose the development due to the perception it requires excessive deviation from city code and policies. She believes citizens are being ignored in favor of business interests. She urged councilmembers to pass Council Bill 2020-291.

Rick Quint addressed the proposed. He noted he is an experienced contractor in the area. He expressed concern with the message it sends when someone goes through an extensive process to develop a property, Council approves the development, and then comes back to overturn its decision. He encouraged Council to continue promoting Springfield as a community that supports growth and development.

Megan Short addressed the proposed. She represents the Springfield Contractors Association. She expressed her belief that both proposals before Council send a signal that Springfield is not development friendly. She further expressed when developers talk with citizens, work with City staff, and redesign their development to meet all requirements set forth, there should be a certainty they can move forward. She thanked the developer, City staff, and councilmembers for their work on the development and urged Council to continue making choices for Springfield that spur growth and success.

Neil Brady addressed the proposed. He expressed every decision made regarding development, sends a signal to future developers. He expressed his belief that fifteen years ago Springfield was not developer friendly. He believes Springfield has improved since then and expressed concern with the message being sent with both proposals.

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Matt Morrow addressed the proposed. He represented the Springfield Area Chamber of Commerce. He noted the developer went through a rigorous process and expressed concern with the message that is being sent to future developers with the two proposals before Council. He expressed both options are not developer friendly and understands Council is in a tough position due to Charter provisions.

Geoffrey Butler submitted written comments in support of the proposed. He expressed his support for Council Bill 2020-292. He further expressed his belief the zoning matter was not something that was arbitrary and capricious, but instead was a very long and carefully worked matter. He noted the applicant spent time and resources, meeting with the area neighborhood, engaged design professionals to work on the design to attempt to reconcile the design to the objections of the group. He urged Council to reexamine the Charter and try to correct any inequities so that future developers are not in similar positions.

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

Council Bills 2020-293 and 2020-293 S1 were read together.

General Ordinance Repealing Section 46-6

Sponsor: Ollis. Council Bill 2020-293.

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

General Ordinance Repealing Section 46-6 and Replacing it with Section 46-6

Sponsor: Hosmer. Council Bill 2020-293 S1.

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.

Rhonda Lewsader, City Attorney, provided a brief overview of the proposed. She noted Council did not pass the recommendation from the Plans and Policies Committee last meeting. The recommendation would have revised City Code Section 46-6 regarding campaign finance. Subsequently, Councilman Ollis put forth Council Bill 2020-293. Shortly thereafter, Councilman Hosmer put forth a substitute to Council Bill 2020-293. Whereas Council Bill 2020-293 repeals campaign finance in its entirety, the substitute repeals the same, but replaces the section with a new Section 46-6. The new section caps political financial contributions at a specific level.

Mayor McClure asked who would prosecute any violation of the financial contribution limits. Ms. Lewsader noted it would be a municipal prosecutor. He asked if the municipal prosecutor would need to recuse themselves. Ms. Lewsader specified if it were a City Council member, they would need to recuse themselves. He asked if Council would then have to hire outside legal counsel. Ms. Lewsader answered affirmatively.

Councilman Simpson asked if the substitute proposal has been reviewed by Plans and Policies Committee. Ms. Lewsader noted it has not. He asked if certain political parties

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or political action committees would be exempted. Ms. Lewsader noted they would not be exempted. She clarified the substitute proposal limits political contributions of an individual to $2,600.

Councilman Hosmer noted if a councilmember were to receive a traffic ticket, a municipal prosecutor would likely not recuse themselves. He believes the same would apply under his substitute bill. He noted the current limits have been in place since the mid-1990's and have been supported numerous times by the Missouri electorate at the ballot for state-wide implementation. He expressed concern with the message it may send to voters if Council were to repeal Section 46-4 in its entirety without a replacement. He moved for the adoption of Council Bill 2020-293 S1.

Mayor McClure asked Ms. Lewsader if this was a proper motion. Ms. Lewasder noted previous examples of Council handling the procedural motion in a different manner. She noted prior examples of a substitute bill being placed before Council, and should it pass, the original bill would die.

Councilman Hosmer expressed his disagreement with Ms. Lewsader's assessment.

Councilman Schilling noted if the motion were in order, he would like to second the motion.

Councilman Ollis asked if the current language in City Code regarding campaign finance is enforceable. Ms. Lewsader noted the contribution limits are not enforceable. He noted his intent for Council Bill 2020-293 was to clean up the confusion of unenforceability that the public may have. He asked if state-wide contribution limits have change in the last month. Ms. Lewsader noted they have marginally increased but was unsure of the specific amount. He proceeded to read pages of campaign contributions to state-wide political action committees and expressed that individuals wishing to subvert contribution caps will find a way to do so. He noted he is in favor of limits, but conceded he believes they are not pragmatic due to unenforceability.

Mayor McClure reiterated the question of whether Councilman Hosmer's motion was in order. Ms. Lewsader expressed her belief that it is in order, despite the procedural system she inherited upon becoming City Attorney. He asked if Council Bill 2020-293 S1 were to pass, what would be the next step. Ms. Lewsader noted it would be held over two weeks for second reading. He asked what would happen should Council Bill 2020-293 S1 fail. Ms. Lewsader noted the original would proceed to second reading in two weeks.

Councilman Lear asked for clarity regarding the differences between the two proposals. Ms. Lewsader reiterated the differences.

Councilman Schilling asked if unlimited contributions would be allowed should Council vote for Council Bill 2020-293. Councilman Ollis expressed his belief individuals currently have that ability due to unenforceability.

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Councilman Simpson asked for clarity regarding next steps should either proposal pass. Ms. Lewsader reiterated her guidance.

Councilman Hosmer expressed his concern with the message being sent that we have no language on the books regarding campaign contributions. He urged councilmembers to support the substitute bill.

Councilman McGull asked for clarity regarding if candidates would need to limit contributions to themselves. Councilman Hosmer noted that is not the intent.

Councilman Ollis reiterated he is not opposed to campaign finance regulations, merely ones that do not work. He expressed it is obvious to him current language is ineffective and unenforceable.

Councilman Schilling expressed his disagreement with the United States Supreme Court Case Citizens United v. FEC, which permits unlimited contributions as a matter of protected speech. He urged Council pass the substitute proposal.

Mayor McClure expressed his belief the City is more transparent by not imposing contribution limits, as limits lead to a proliferation of unrestricted political action committees.

As a point of order, Councilman Hosmer requested as the bill sponsor to speak last. He expressed his belief the proposed is the best the City can do, as repealing the language without substitute language causes more harm.

Mayor McClure reiterated there is a motion before Council. He explained what would happen should either proposal pass or fail. With the motion by Councilman Hosmer and a second from Councilman Schilling, Council proceeded to vote.

The motion to substitute Council Bill 2020-293 for Council Bill 2020-293 S1 failed by the following vote: Ayes: Schilling and Hosmer. Nays: Simpson, Ferguson, Fisk, Ollis, Lear, McGull and McClure. Abstain: None.

As Council Bill 2020-293 S1 failed, Council proceeded to its public hearing of Council Bill 2020-293.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Lisa Meeks did not appear to address Council.

Heather Dietz spoke in opposition to face coverings requirements. She expressed concerns with the scientific evidence face coverings prevent the spread of COVID-19. She further expressed her belief masks specifically may pose health risks. She also

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expressed her belief that citizens personal liberties have been taken away and urged Council to reinstate their liberty.

Darrel Day addressed Council regarding his 6-month suspension from riding the City bus. He noted he is a proponent of sustainability and recycling. He often takes his items with him on the bus due to limited transportation availability. He expressed concern with his suspension, believing it unfairly limits his mobility as well as his ability to recycle, which is important to him. Additionally, he encouraged Council to use public money to finance projects that assist homeless and disadvantaged citizens.

Carolyn McGhee addressed the issue of crime in Springfield. She noted there have been several personal issues she has experienced. She expressed her belief the Police Department is underequipped to handle the level of crime in the City.

Krista Pyle address the issue of crime in Springfield. She noted Missouri is one of ten states that does not collect information regarding adverse childhood effects (ACE's). She urged Council create a cohort of stakeholders aimed at data collection with the end goal of reducing violence against children.

Mayor Pro Tem Ferguson encouraged Ms. Pyle to contact Bridgett Marrs, Executive Director of the Mayors Commission for Children.

Robert Mondy addressed entertainment in Springfield. He expressed his belief Council has harmed the entertainment industry in the region with its decision to enact COVID-19 health measures. He further expressed he does not support the vaccination and would like to see Council repeal its ordinances regarding COVID-19.

The following items appeared on the agenda under 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.

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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.

UNFINISHED BUSINESS

MISCELLANEOUS

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

Preliminary Plat of Green Corners

Sponsor: Simpson. Council Bill 2020-294.

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

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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.)

Preliminary Plat of Kramer West 2nd Addition

Sponsor: Ferguson. Council Bill 2020-295.

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.)

Preliminary Plat of Scott-Farmer Addition

Sponsor: Ferguson. Council Bill 2020-296.

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.)

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

Show Me Courts Records System

Sponsor: Simpson. Council Bill 2020-297.

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.

City Council Bill 2020-297. Special ordinance 27431 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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

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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.

City Council Bill 2020-260. Special ordinance 27417 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-261. Special ordinance 27418 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-262. Special ordinance 27419 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-263. Special ordinance 27420 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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.

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City Council Bill 2020-264. Special ordinance 27421 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

1634 West Nichols Street

Sponsor: Ferguson. Council Bill 2020-265.

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.

City Council Bill 2020-265. Special ordinance 27422 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-266. Special ordinance 27423 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-267. Special ordinance 27424 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-268. Special ordinance 27425 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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

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for same; authorizing the acceptance of a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

City Council Bill 2020-269. Special ordinance 27426 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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.

City Council Bill 2020-270. Special ordinance 27427 was approved by the following vote: Ayes: Lear, McGull Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Abstain: None.

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.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman Simpson moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes: Simpson, Schilling, Ferguson, Fisk, Ollis, Lear and McClure. Nays: Hosmer and McGull. Abstain: None.
The meeting adjourned at 11:55 p.m.

Prepared by
Monica Paxton

Anita J. Cotter, CMC/MRCC
City Clerk

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December 8 , 2020
Springfield, Missouri

The City Council met in special session December 8, 2020 at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

*Members attending via videoconference.

Closed Session

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

Councilman McGull seconded the motion, and Mayor McClure called for a roll call vote. It was approved by the following vote: Ayes: Simpson, Schilling, Ferguson*, Fisk*, Hosmer*, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

*Members voting via videoconference.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

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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.

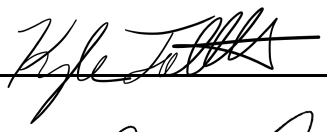
Section 4 – This Ordinance shall be in full force and effect from and after passage.

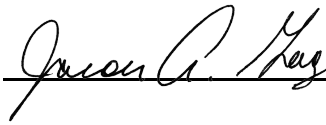
Passed at meeting: _____

_____
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)





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DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

BOLIVAR APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

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October 13, 2020

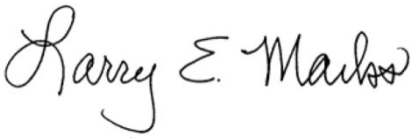
To Whom It May Concern:

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

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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

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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.



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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.

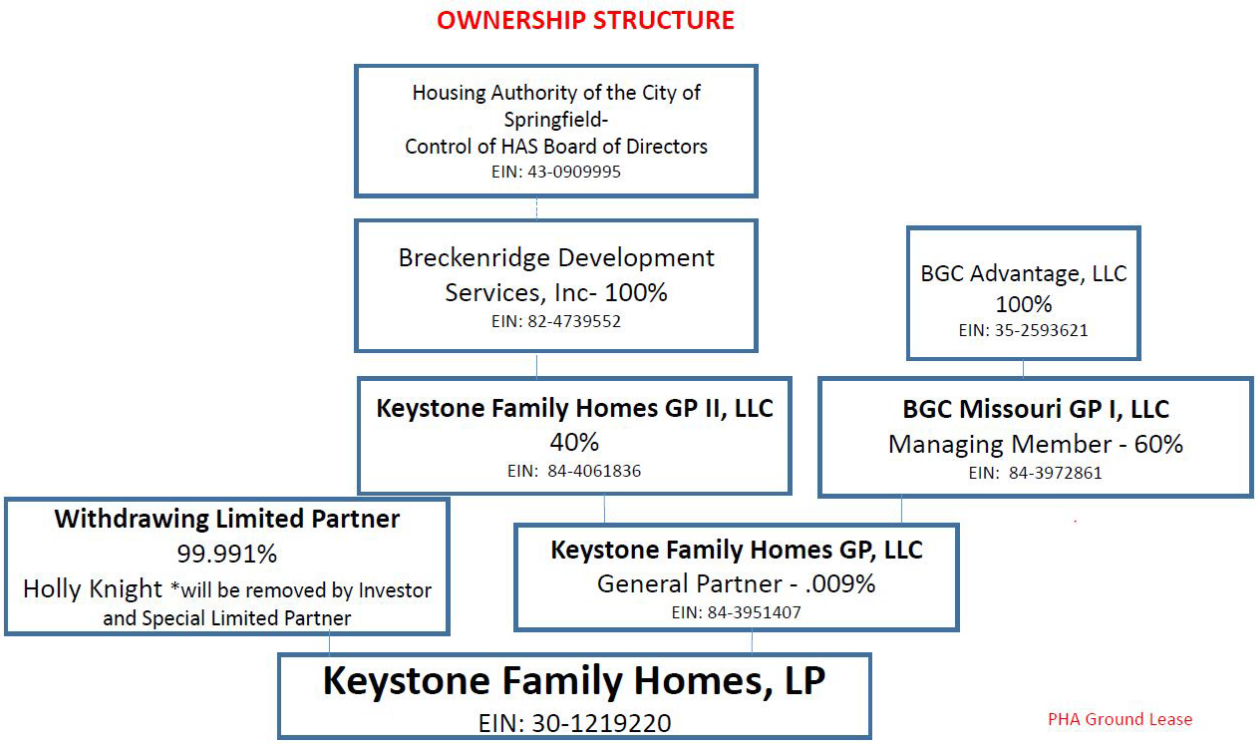
V. Execution of the Project:

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	
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PERMANENT FINANCE COSTS	84,000
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RESERVES	1,810,852
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CASH FLOW FROM OPERATIONS	750,000
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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

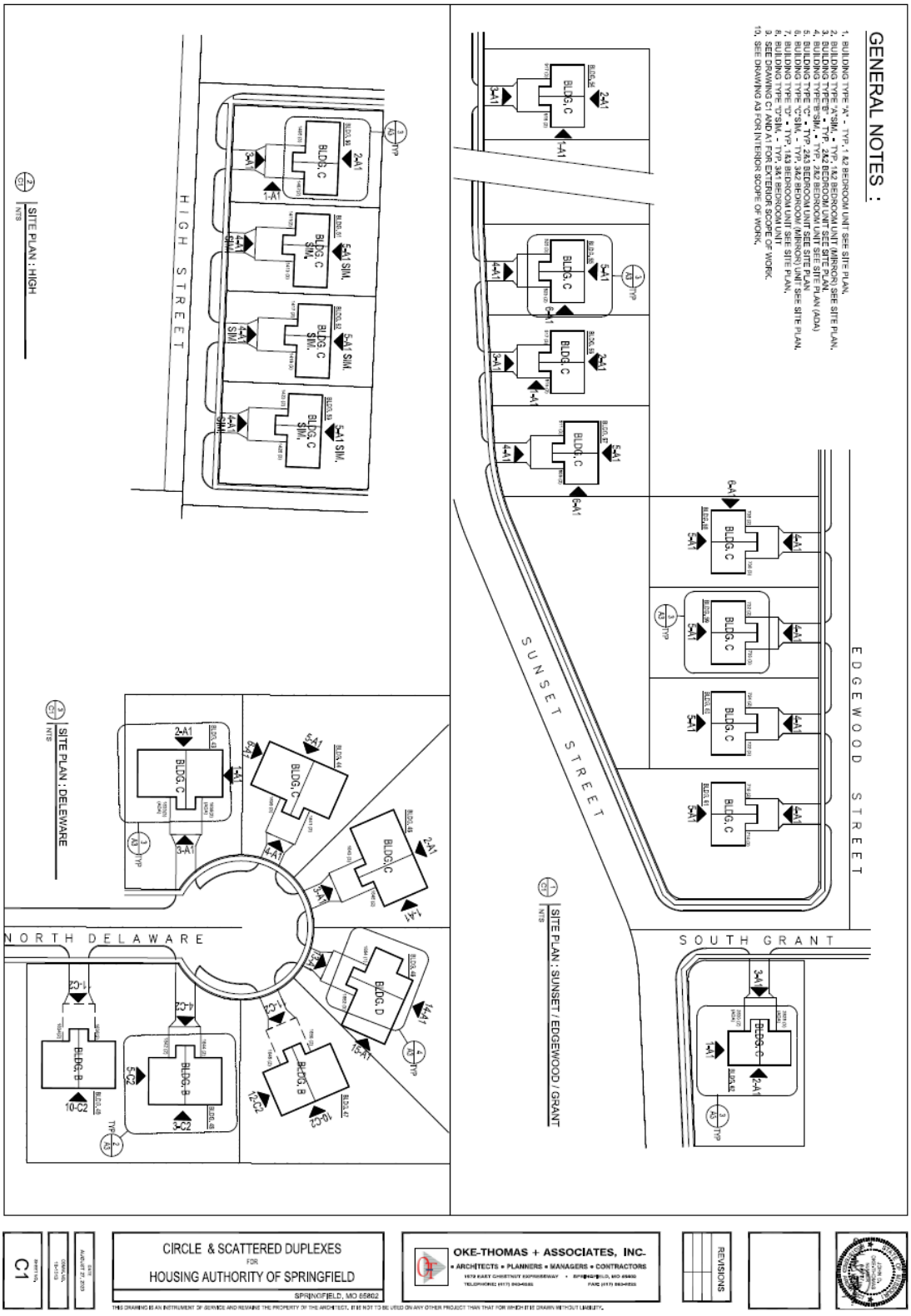
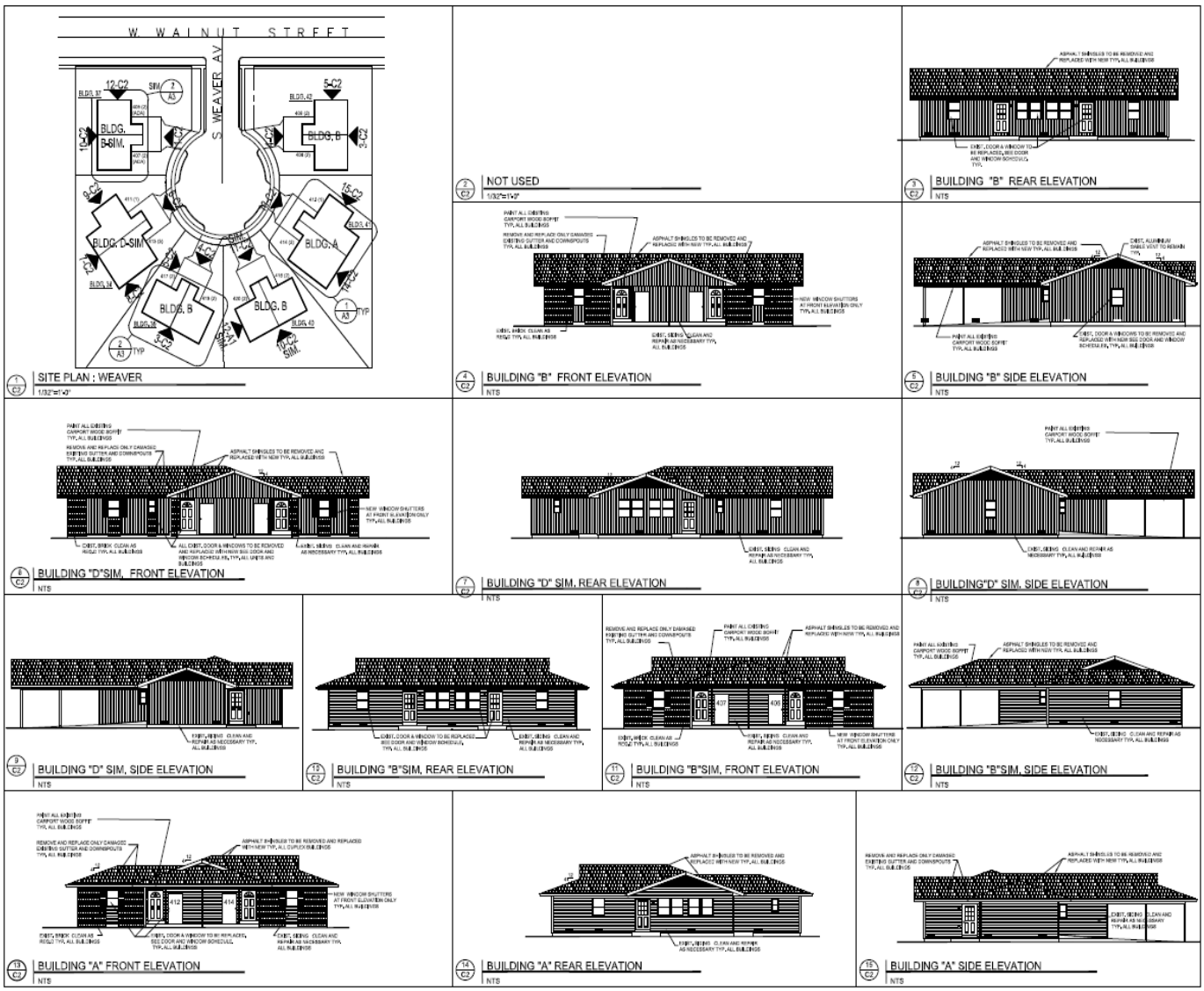


Exhibit D

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

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A3

CIRCLE & SCATTERED DUPLEXES
FOR
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REVISIONS

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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®
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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®
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October 13, 2020

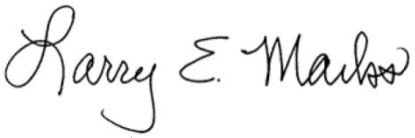
To Whom It May Concern:

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

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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.

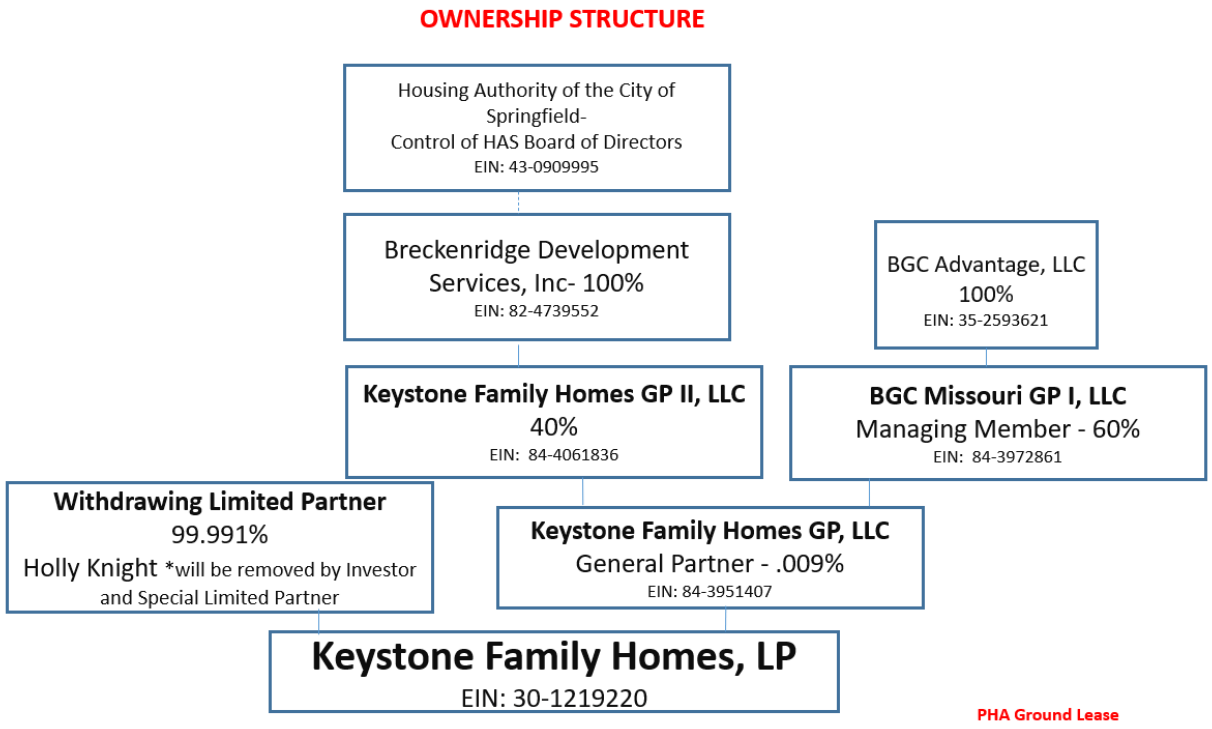
V. Execution of the Project:

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	
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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

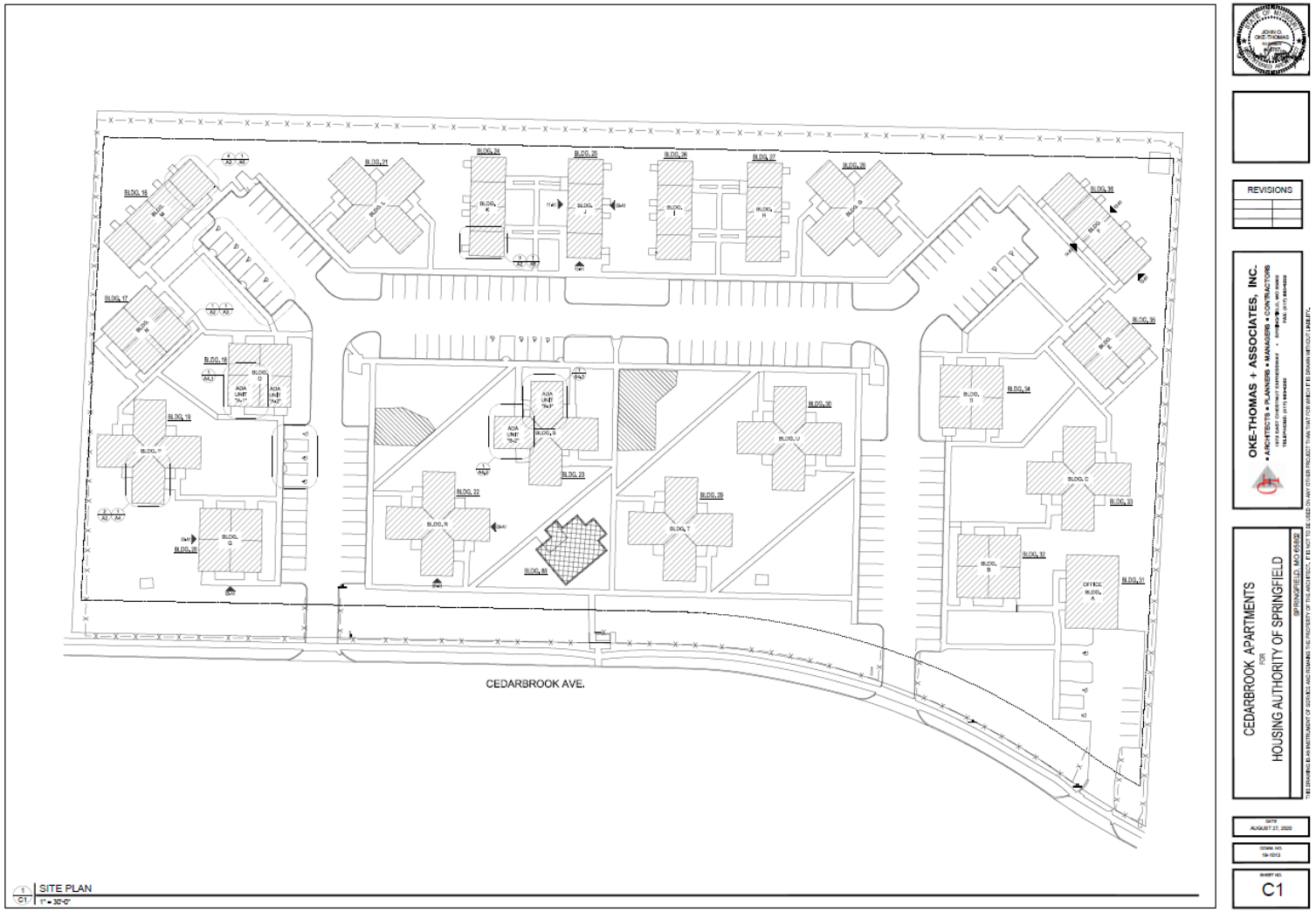
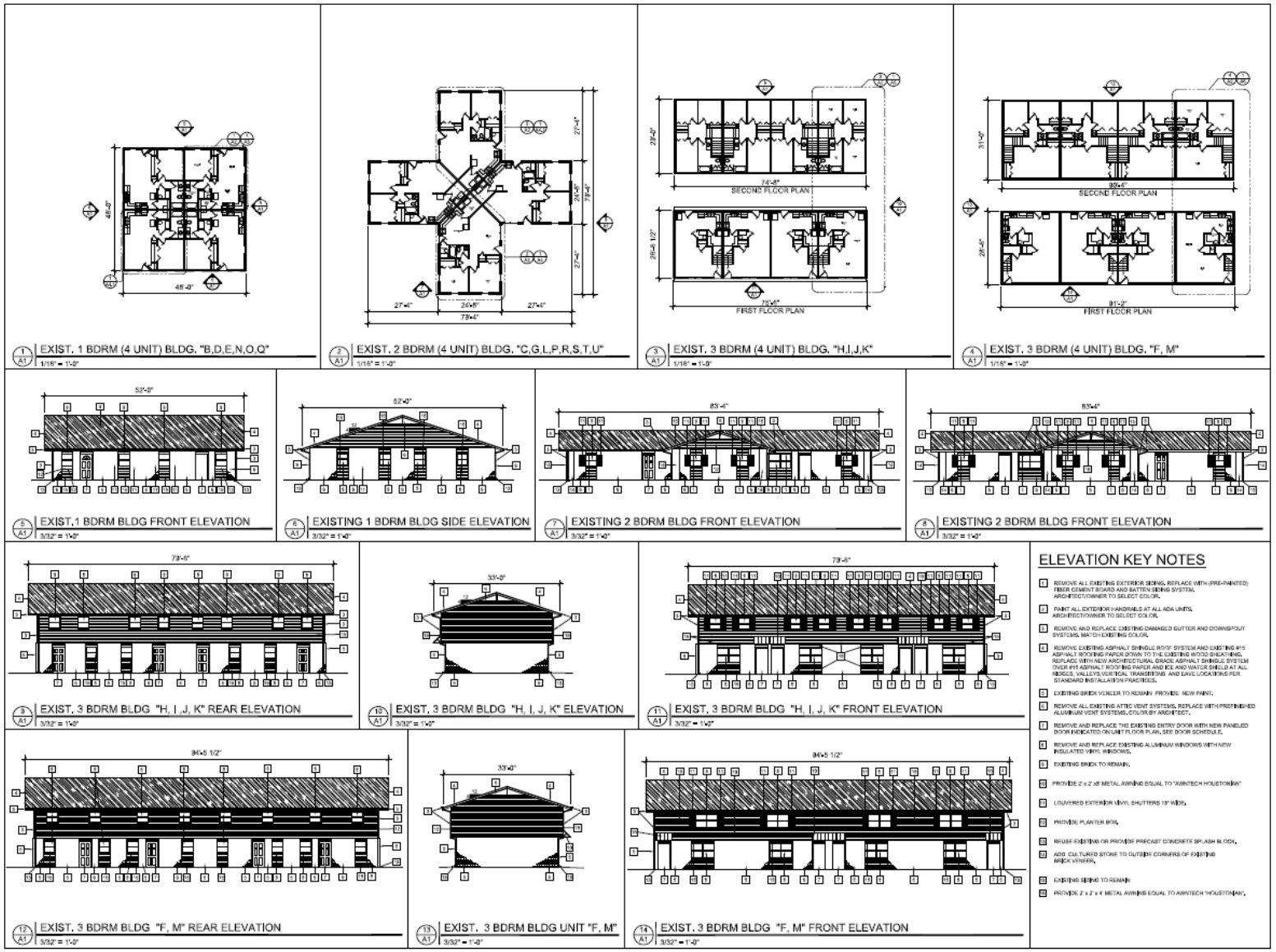
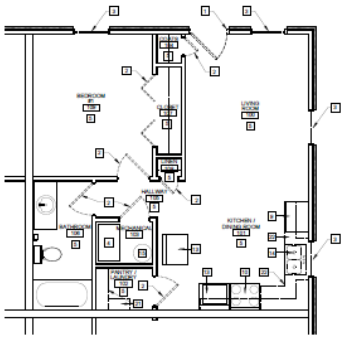


Exhibit D

SITE LAYOUT AND DESIGN- CEDARBROOK APARTMENTS

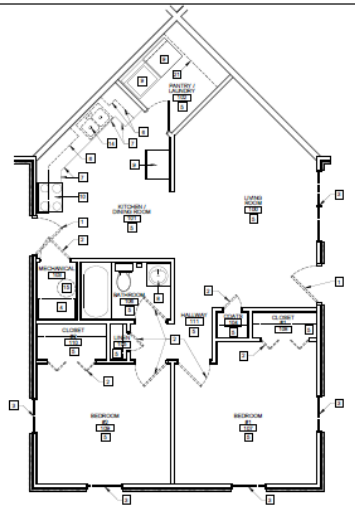




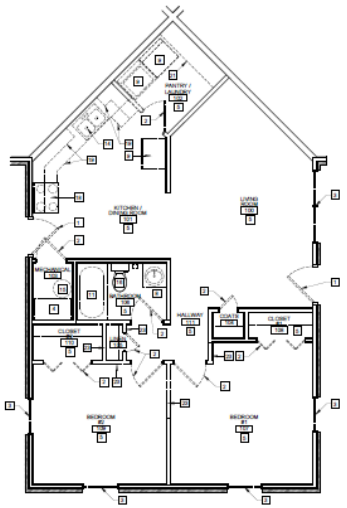
1 / A2 DEMO - 1 BEDROOM FLOOR PLAN BLDG."B,D,E,N,O,Q"
1/4"=1'-0"

DEMOLITION KEYNOTES:

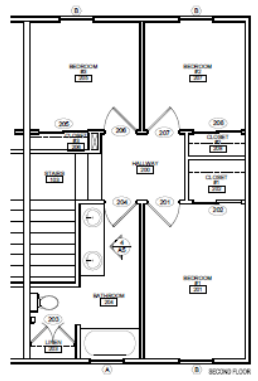
1. REMOVE AND REPLACE EXISTING ENTRY DOORS WITH NEW FRAMED DOORS AS INDICATED ON UNIT FLOOR PLAN. SEE DOOR SCHEDULE AND INTERIOR FINISH SCHEDULE.
2. REMOVE AND REPLACE EXISTING INTERIOR DOORS WITH NEW AS INDICATED ON THE FLOOR PLAN. SEE DOOR SCHEDULE AND INTERIOR FINISH SCHEDULE.
3. REMOVE AND REPLACE 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.



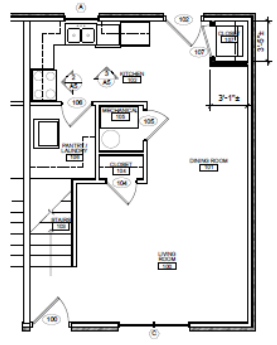
2 / A2 DEMO - 2 BEDROOM FLOOR PLAN BLDG."C,G,L,P,R,S,T,U"
1/4"=1'-0"



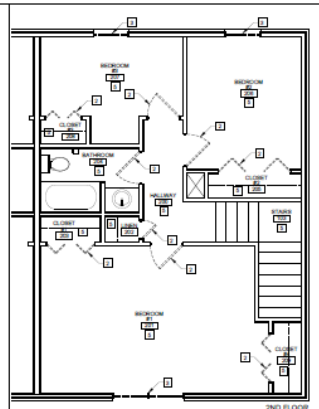
5 / A2 DEMO - 2 BEDROOM FLOOR PLAN BLDG. "S2, S3" (ADA UNITS)
1/4"=1'-0"



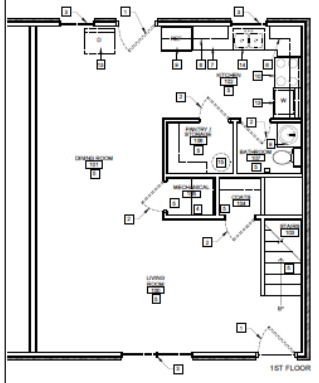
BEDING FLOOR



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"

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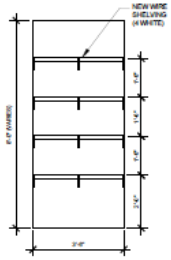
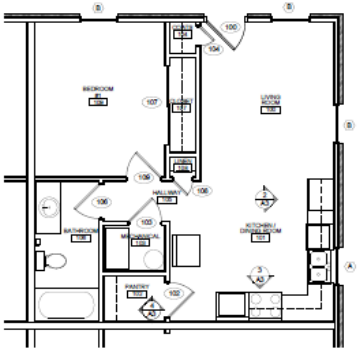
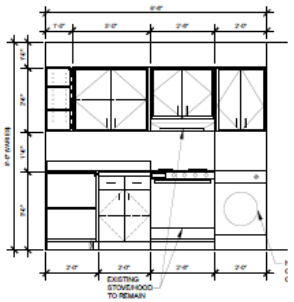


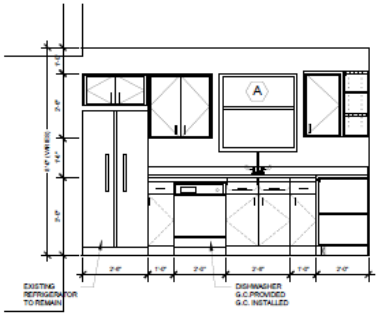
4 A3 TYP PANTRY MILLWORK ELEV.
1/2"=1'-0"



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

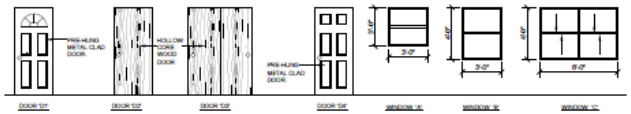
	MK	DOOR OPENING WIDTH	DOOR OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	THICKNESS	TYPE	FRAME	GLAZING DOOR	GLAZING TRANSOM	THRESHOLD	LABEL	DETAIL H	DETAIL J	HDWR GROUP	REMARKS
TYP 1-BDRM UNIT	100	3'-0"	6'-8"	EXIST.	EXIST.	1 3/8"	D1	EXIST. WD	YES	NO	YES	NONE			H-1	NEW PRE-HUNG INSULATED 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.

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1919 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
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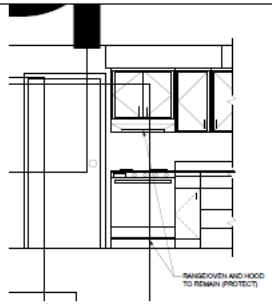
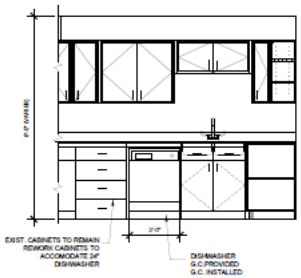
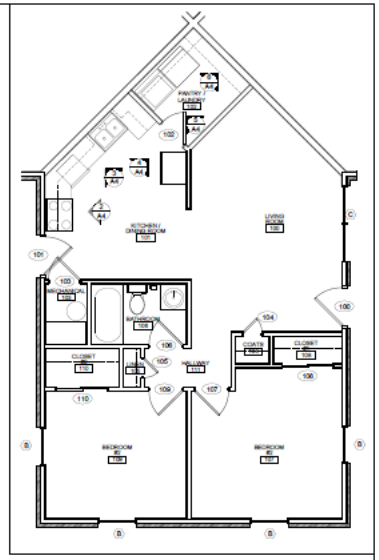


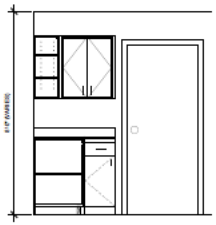
2 A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



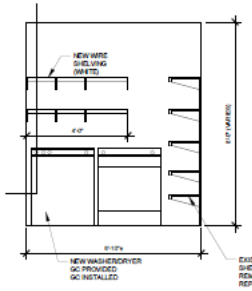
3 A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



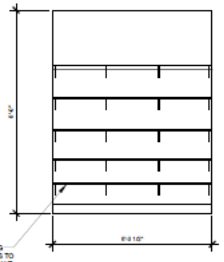
1 A4 TYP 2 BEDROOM FLOORPLAN
1/4"=1'-0"



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

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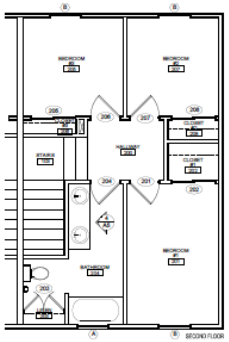
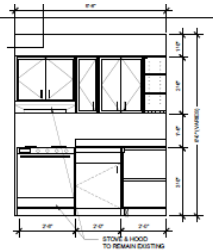
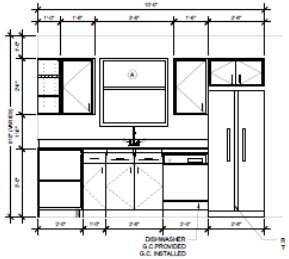


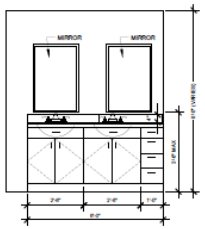
1 A5 TYP 3 BEDROOM FLOORPLAN (UNIT H,I,J,K)
1/4"=1'-0"



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

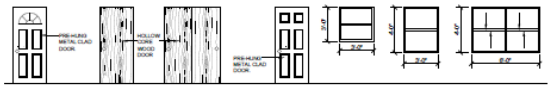
TYPICAL 3-BEDROOM UNIT

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.

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CEDARBROOK APARTMENTS
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SPRINGFIELD, MISSOURI

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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)





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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

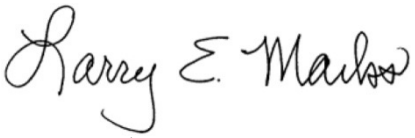
To Whom It May Concern:

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

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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.

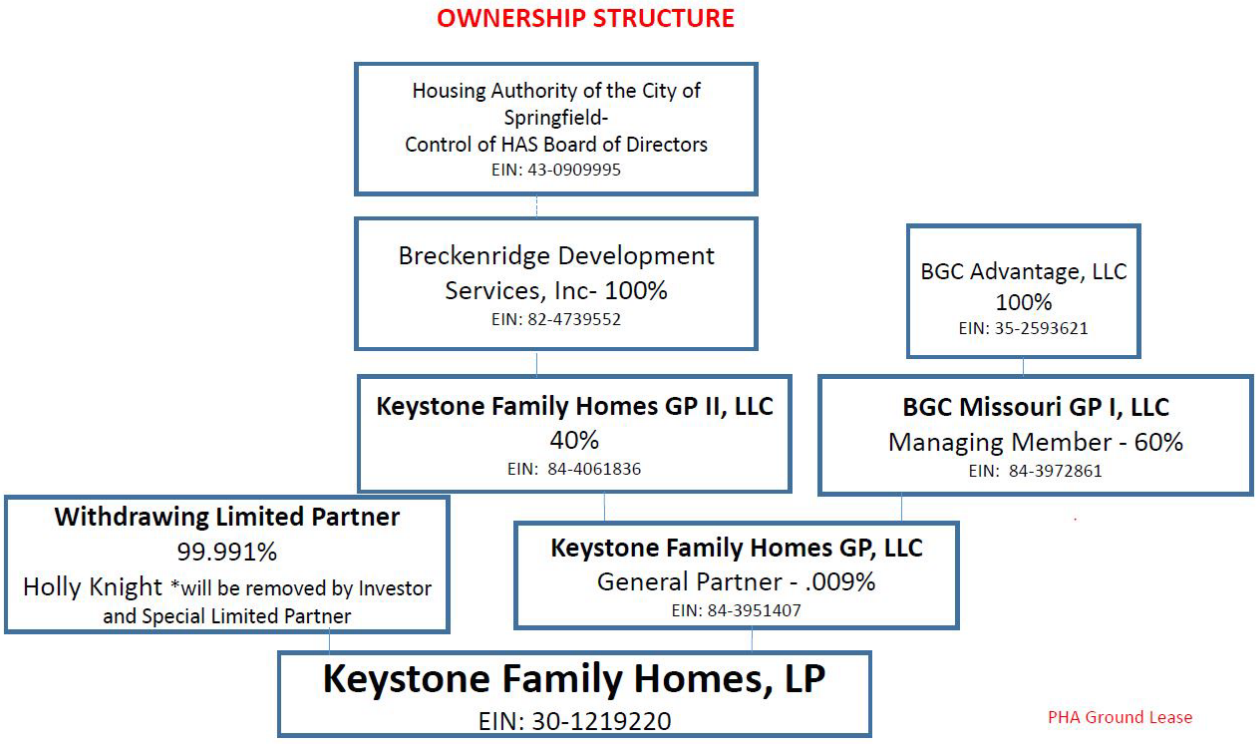
V. Execution of the Project:

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)

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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

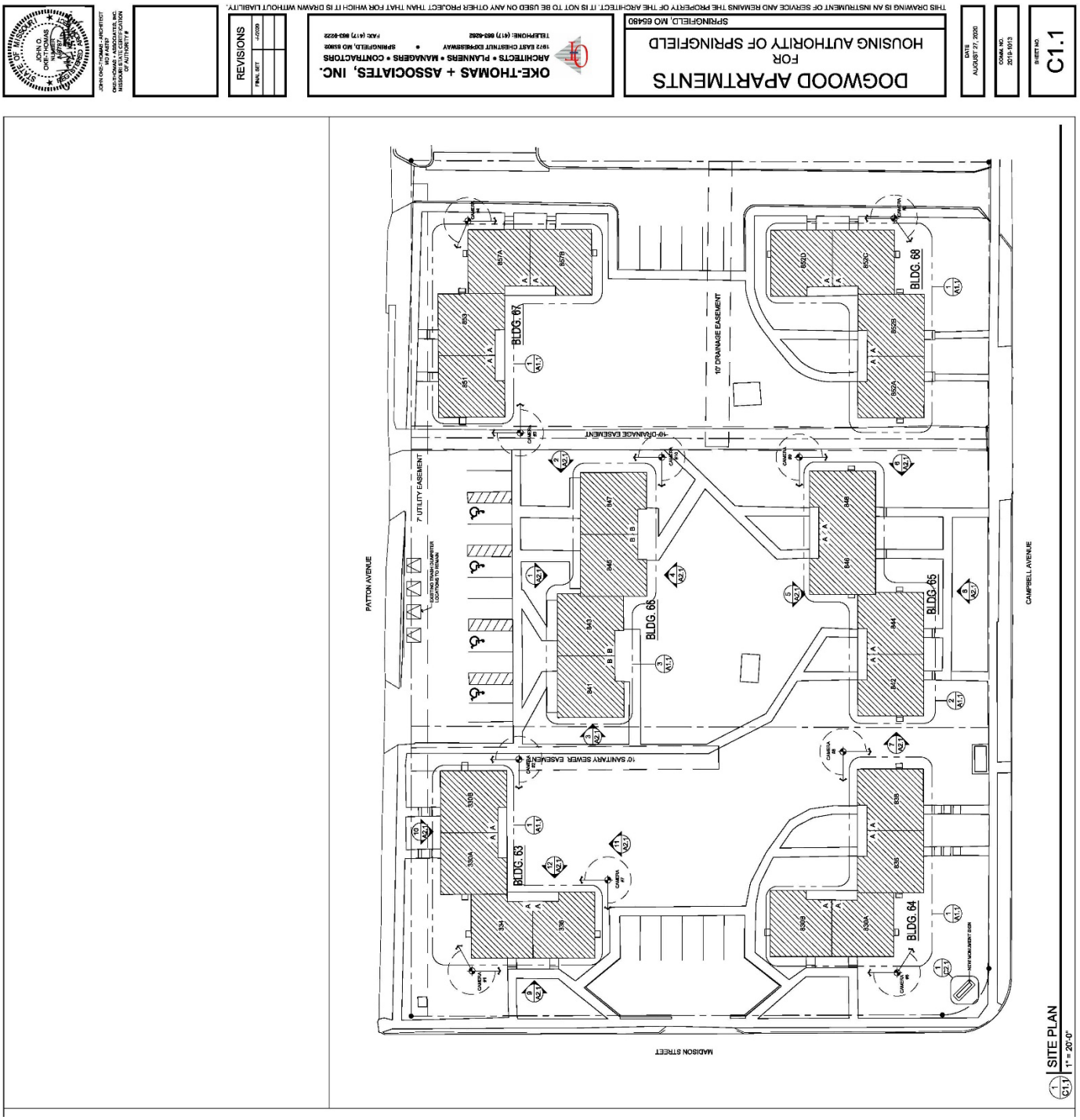
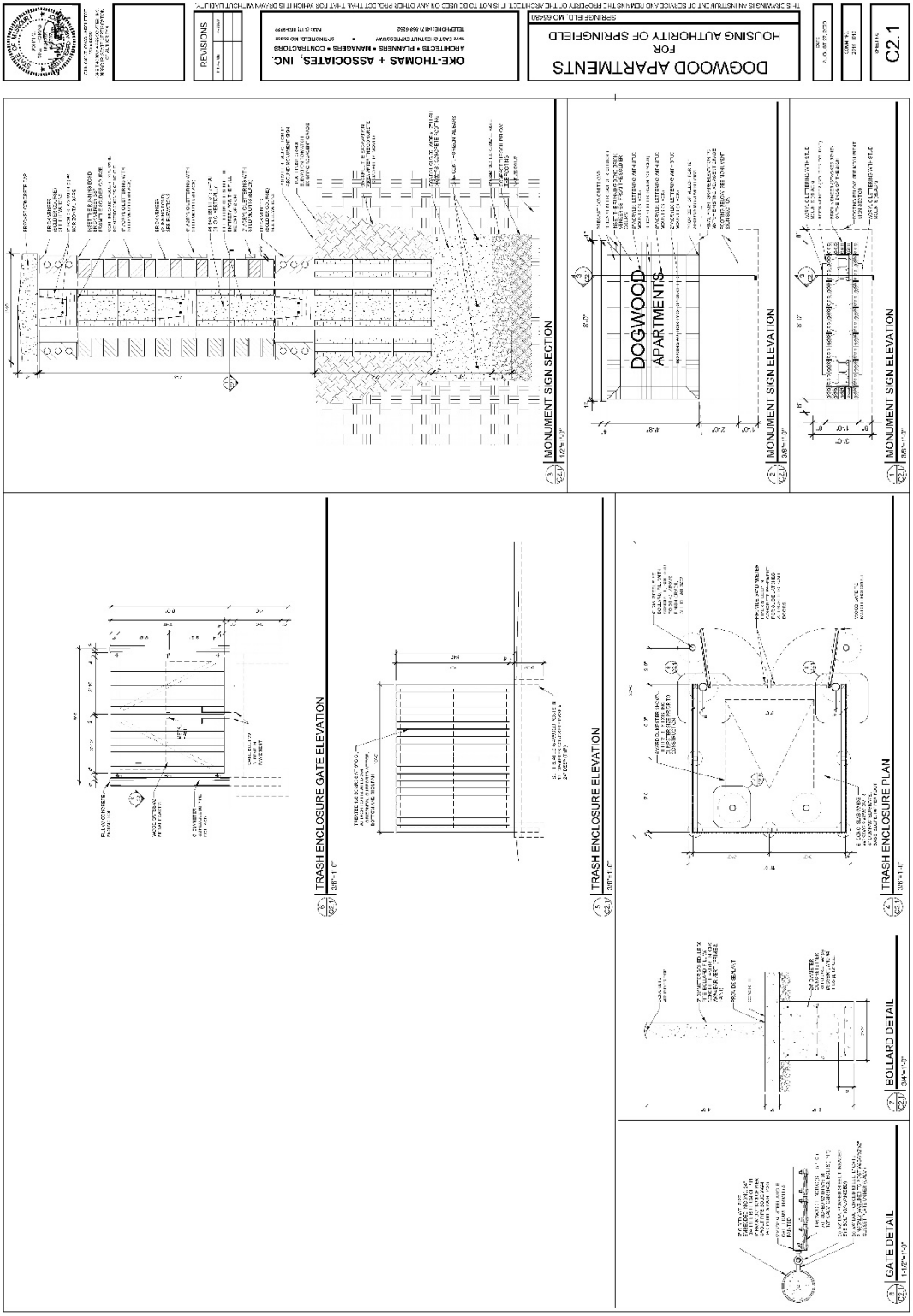


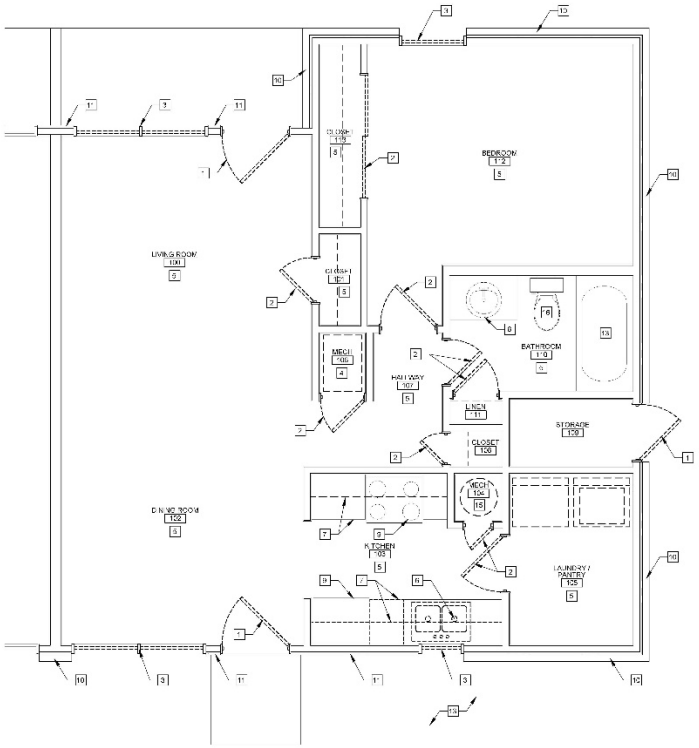
Exhibit D

SITE LAYOUT AND DESIGN – DOGWOOD SQUARE



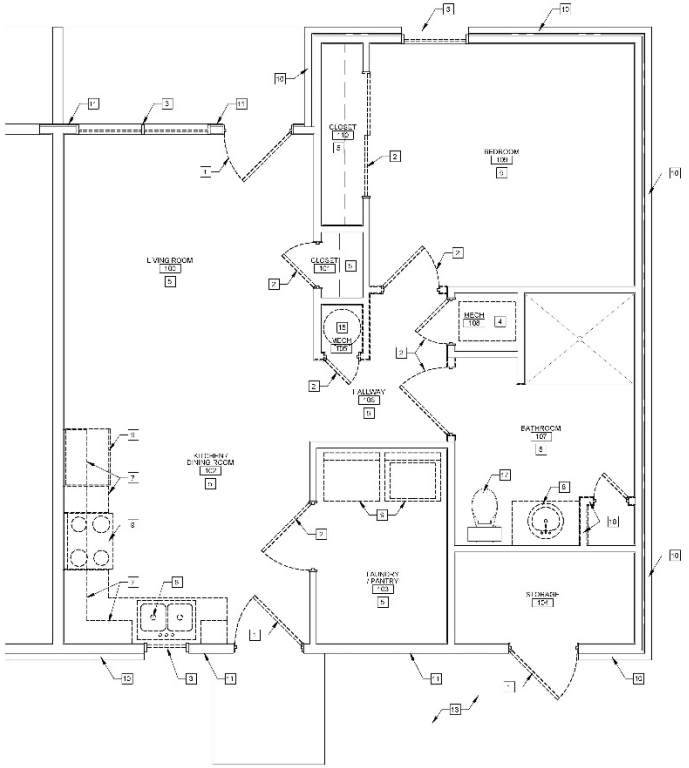
DEMOLITION KEY NOTES:

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

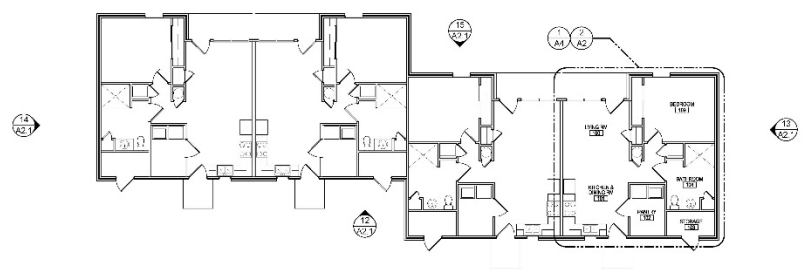
DOGWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65480

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.

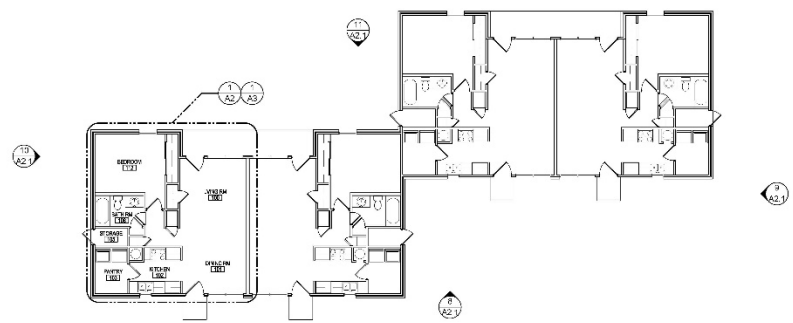
DATE
AUGUST 27, 2020

COMM. NO.
2015-1013

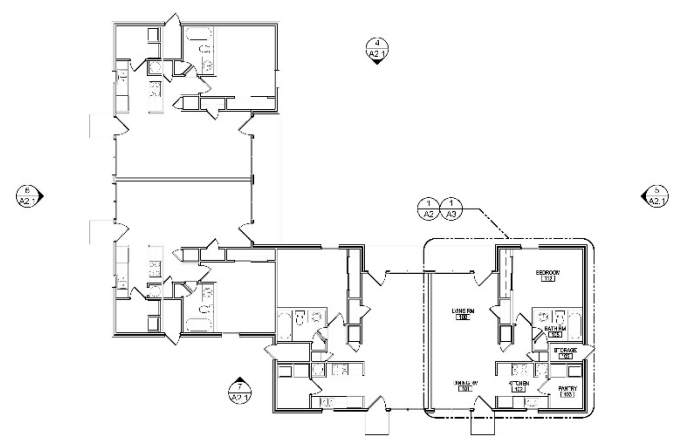
SHEET NO.
D1.1



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

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DATE
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COMM. NO.
2019-1013

SHEET NO.
A1.1

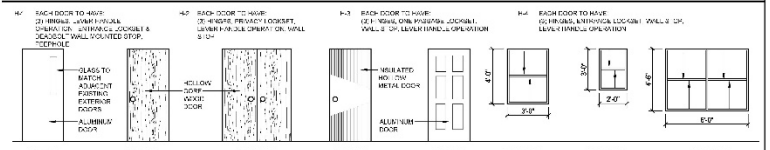
HARDWARE GROUPS AND DOORS & WINDOW TYPES

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

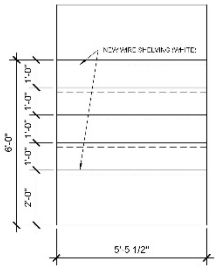
MARK	DESCRIPTION	WINDOW OPENING WIDTH	WINDOW OPENING HEIGHT	OPENING DIMENSION WIDTH	OPENING DIMENSION HEIGHT	GLAZING	LINTEL	STOOL	SILL HEIGHT	REMARKS
(A)	DOUBLE HUNG VINYL INSULATED WINDOW	3'-0" +/-	4'-0" +/-	EXIST.	EXIST.	INSUL. LOW-E	EX.ST.	EX.ST.	EXIST.	SEE WINDOW NOTE 1 & 2
(B)	DOUBLE HUNG VINYL 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.

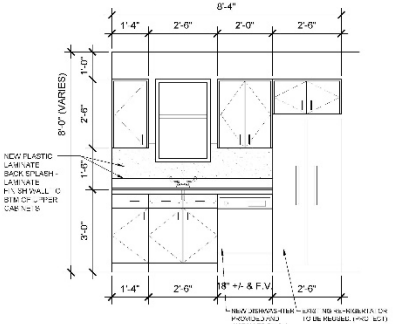
2. CAULK CONT. AROUND WINDOW FRAMES ON THE EXTERIOR.

INTERIOR FINISH NOTES:

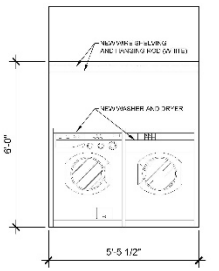
1. TAPE, MUD AND SAND ALL NEW AND REPAIRED GYP. BOARD WALLS AND APPLY (1) COAT OF PRIMER PAINT AND TWO (2) COATS OF SEMI GLOSS PAINT.
2. CLEAN EXIST. GYP. BOARD WALL AND APPLY (1) COAT OF "FINISH" SEMI GLOSS PAINT.
3. INSTALL REDUCER STRIP AT TILE TRANSITION BETWEEN TWO DISSIMILAR FLOOR COVERING
4. REPAIR, CLEAN AND PAINT EXIST. GYP BD CEILING AS REQ'D
5. SEAL EXIST. CONCRETE SLAB.



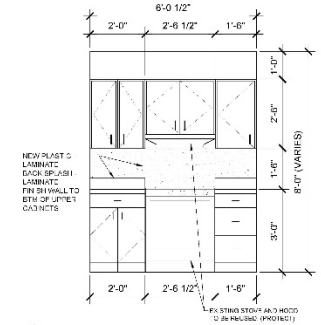
5 / A1.2 TYP LAUNDRY / PANTRY MILLWORK
1/2"=1'-0"



3 / A1.2 TYP KITCHEN MILLWORK ELEVATION
1/2"=1'-0"



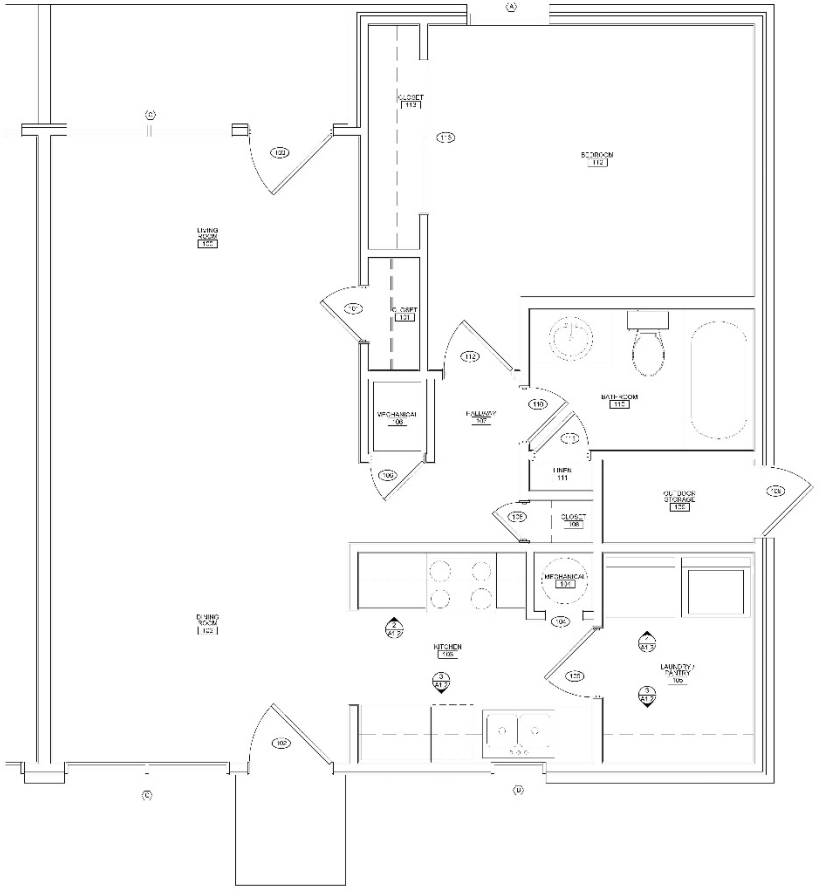
4 / A1.2 TYP LAUNDRY / PANTRY MILLWORK
1/2"=1'-0"



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-4 ASSIST
OKE-THOMAS + ASSOCIATES, INC. MISSOURI STATE CERT. AUTH. ON OF AUTHORITY #

REVISIONS	
FINAL SET	4/2021

OKE-THOMAS + ASSOCIATES, INC.
ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
1972 EAST CHESTNUT EXPRESSWAY SPRINGFIELD, MO 65802
TELEPHONE: (417) 865-5902 FAX: (417) 865-5919

DOGWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65480

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DATE: AUGUST 27, 2020

CONT. NO. 2019-1013

SHEET NO. A1.2

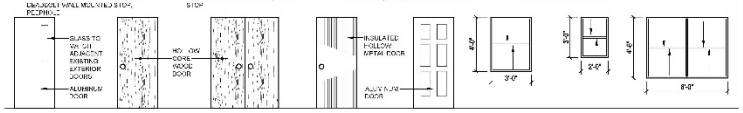
HARDWARE GROUPS AND DOORS & WINDOW TYPES

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

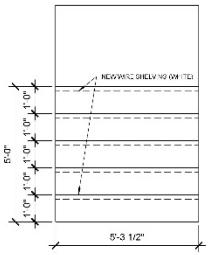
	MK	DOOR OPENING WIDTH	DOOR OPENING HEIGHT	OPENING DIMENS ON WIDTH	OPENING DIMENS ON HEIGHT	THICKNESS	TYPE	FRAME	G. APNC DOOR	G. APNC TRANSOM	THRESHOLD	LEAF	DETAIL H	DETAIL J	HDWR GROUP	REMARKS
ADA VOOP RC -SOTE UNIT	100	3'-0"	6'-8"	EXIST.	EXIST.	1 3/4"	D1	EXIST. WD	YES	NO	YES	NOVE			44	NEW PRO-UNS. INSUL. 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:

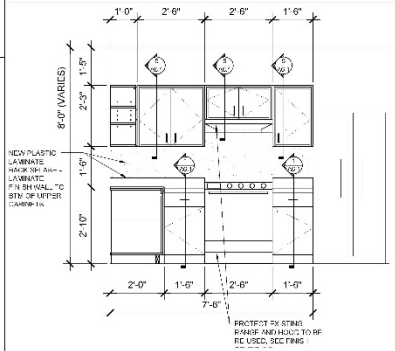
1. COUNTER HEIGHT SHALL BE 34" A.F.F.
2. EXTEND VINYL FLOORING BENEATH SINK SPACE AND THE 30" WORKSPACE BESIDE THE REFRIGERATOR
3. TOE KICK SPACE @ BOTTOM OF BASE CABINETS SHALL REMAIN 9" MIN. (TYP. LAUNDRY)
4. ADD SEPARATE 3-WAY WALL SWITCHES FOR RANGE HOOD FAN AND RANGE HOOD LIGHT (SEE ELECTRICAL PLANS)
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 HOUSEHOLD PRODUCTS INC. (1/2" THICK)

INTERIOR FINISH NOTES:

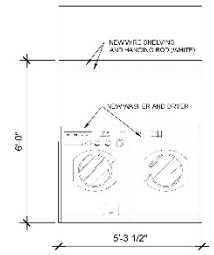
1. APPLY PRIMER AND ALTERNATE FINISH TO NEW GYP. BOARD WALL & CEILING AS FOLLOWS: (1) COAT OF PRIMER PAINT AND TWO (2) COATS OF SEMI-GLOSS PAINT.
2. CLEAN EXIST. GYP. BOARD WALL AND APPLY (1) COAT OF FINISH SEMI-GLOSS PAINT
3. INSTALL REDUCER STRIP AT THE TRANSITION BETWEEN TWO DISSIMILAR FLOOR COVERING
4. REPAIR, CLEAN AND PAINT EXIST. GYP. BD. CLG. AS REQ'D
5. SEAL EXIST. CONCRETE SLAB



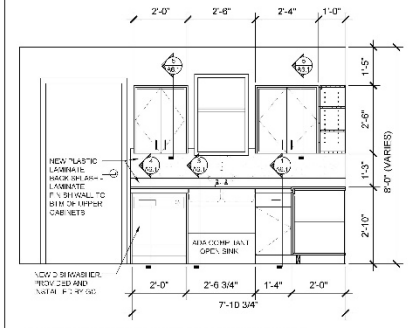
5 / A1.3 LAUNDRY / PANTRY ELEVATION
1/2"=1'-0"



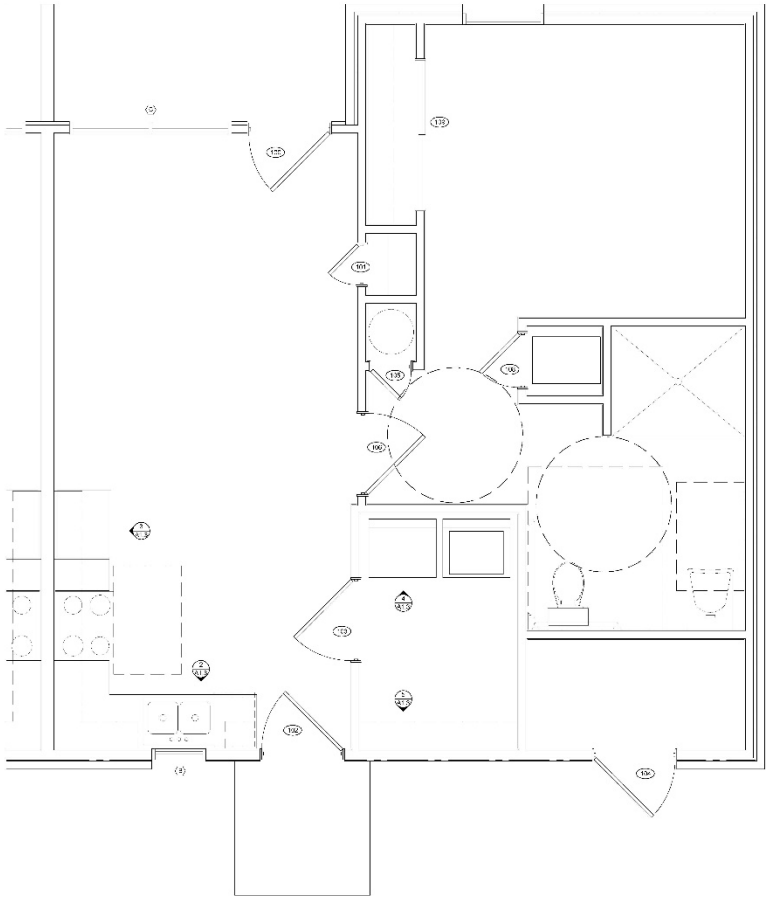
3 / A1.3 KITCHEN TYP MILLWORK ELEVATION
1/2"=1'-0"



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 NO. A-6787
OKE-THOMAS + ASSOCIATES, INC. CERTIFICATE OF AUTHORITY #

REVISIONS

ITEM NO.	ISSUED

OKE-THOMAS + ASSOCIATES, INC.
ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS
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DOGWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO. 65480

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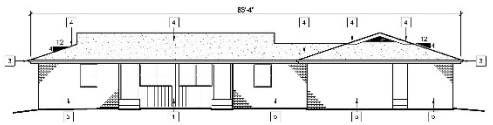
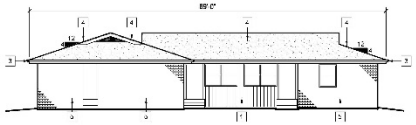
DATE
AUGUST 27, 2020

WORK NO.
2019-1013

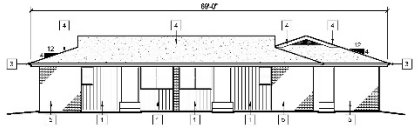
SHEET NO.
A1.3



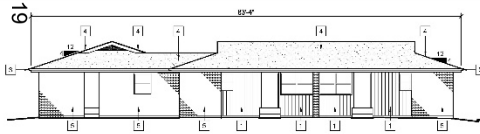
12 A2.1 EXISTING 1 BEDROOM UNIT A - FRONT ELEVATION
3/32"=1'-0"



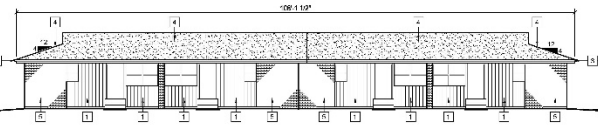
11 A2.1 EXISTING 1 BEDROOM UNIT A - FRONT ELEVATION
3/32"=1'-0"



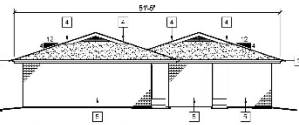
10 A2.1 EXISTING 1 BEDROOM UNIT A - REAR ELEVATION
3/32"=1'-0"



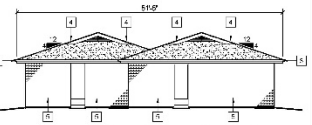
9 A2.1 EXISTING 1 BEDROOM UNIT A - REAR ELEVATION
3/32"=1'-0"



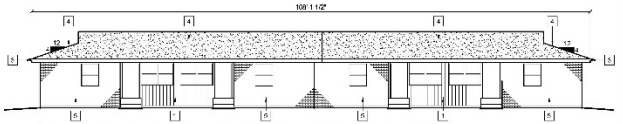
8 A2.1 EXISTING 1 BEDROOM UNIT A (SIM) - REAR ELEVATION
3/32"=1'-0"



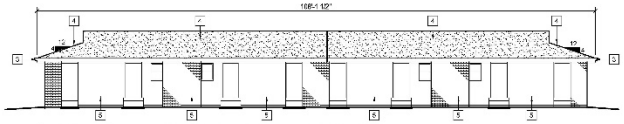
7 A2.1 EXIST. 1 BDRM UNIT A (SIM) LEFT SIDE ELEV.
3/32"=1'-0"



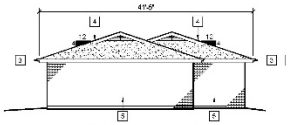
6 A2.1 EXISTING 1 BEDROOM UNIT A (SIM) RIGHT SIDE ELEVATION



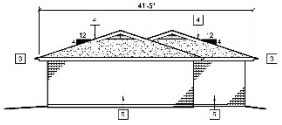
5 A2.1 EXISTING 1 BEDROOM UNIT A (SIM) - FRONT ELEVATION
3/32"=1'-0"



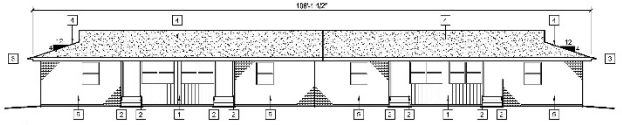
4 A2.1 EXISTING 1 BEDROOM UNIT B - REAR ELEVATION
3/32"=1'-0"



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

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AUGUST 27, 2020

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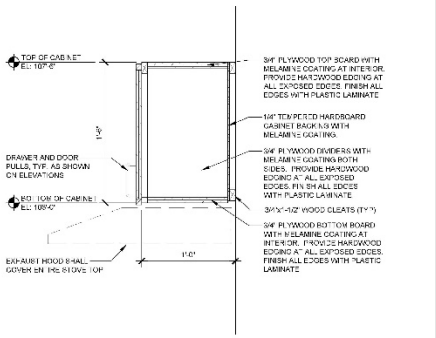
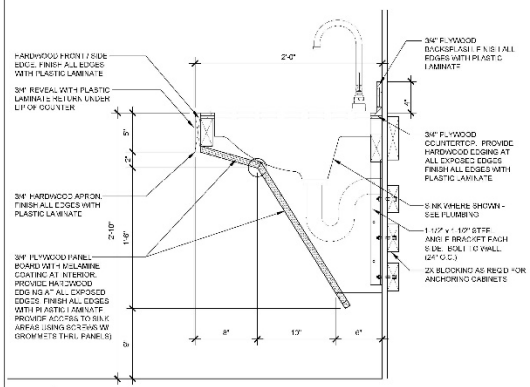
2019.1013

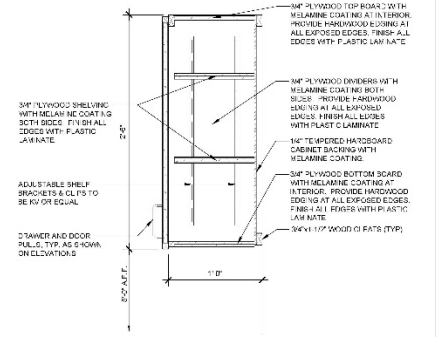
SHEET NO.
A2.1



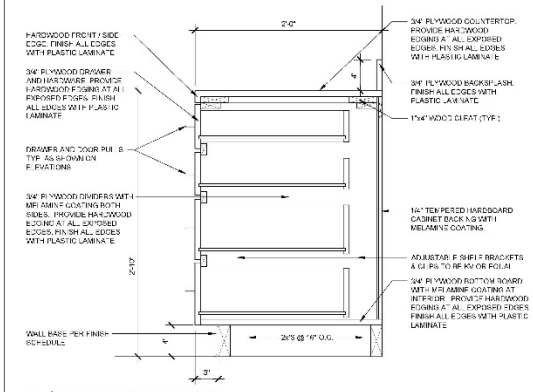
6 A6.1 CASEWORK SECTION
1-1/2"=1'-0"



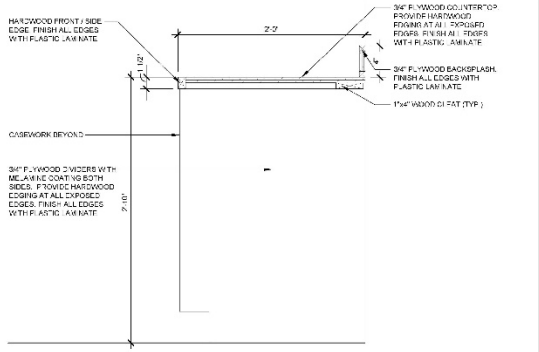
3 A6.1 CASEWORK SECTION - ADA KITCHEN
1-1/2"=1'-0"



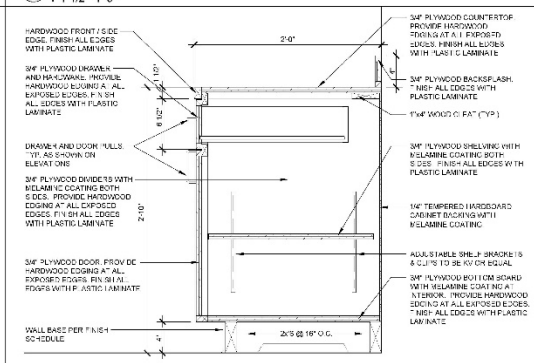
5 A6.1 CASEWORK SECTION
1-1/2"=1'-0"



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

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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.

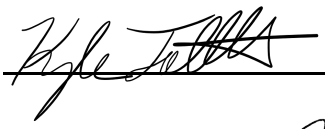
Section 4 – This Ordinance shall be in full force and effect from and after passage.

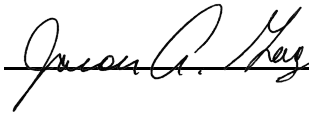
Passed at meeting: _____

_____
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)







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DATA AND ANALYSIS OF CONDITIONS REPRESENTING A "BLIGHTED AREA"

FOR THE

GLENWOOD APARTMENTS
PUBLIC HOUSING REDEVELOPMENT AREA

October 13, 2020

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October 13, 2020

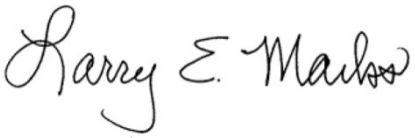
To Whom It May Concern:

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

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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.



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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

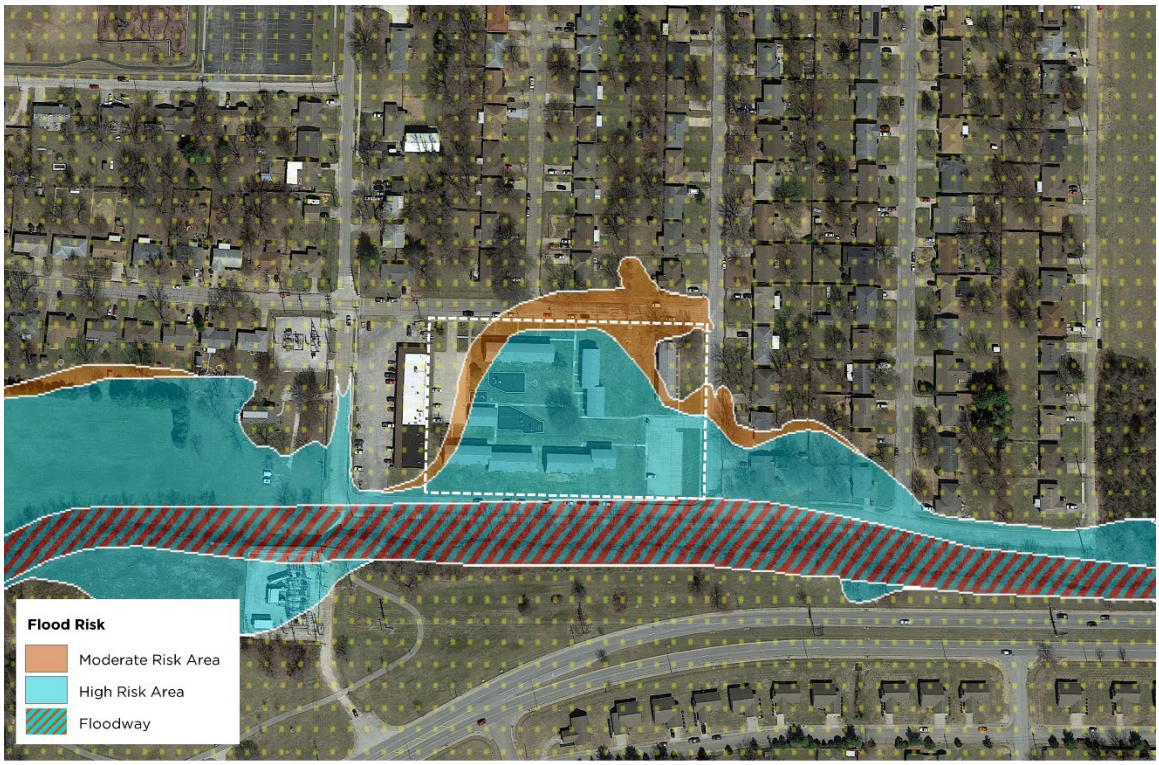
As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason 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.



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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.

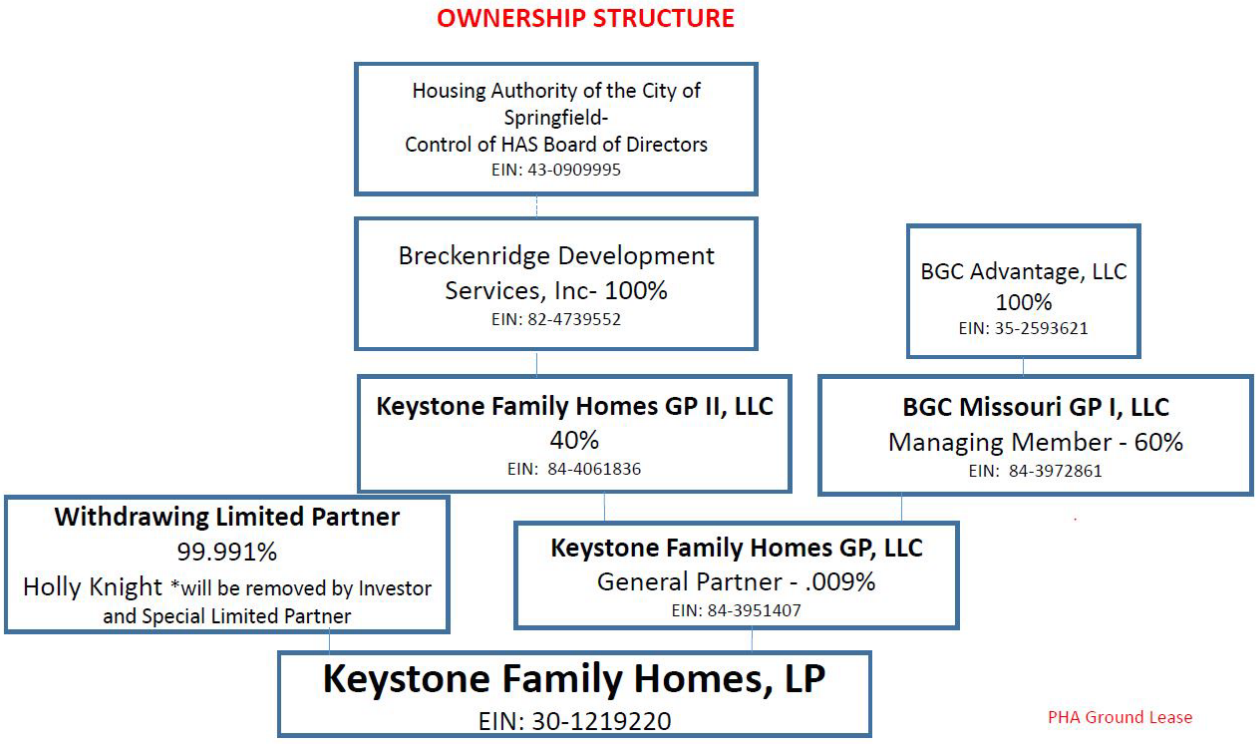
V. Execution of the Project:

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
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CONSTRUCTION FINANCE COSTS	1,917,200
PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852

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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

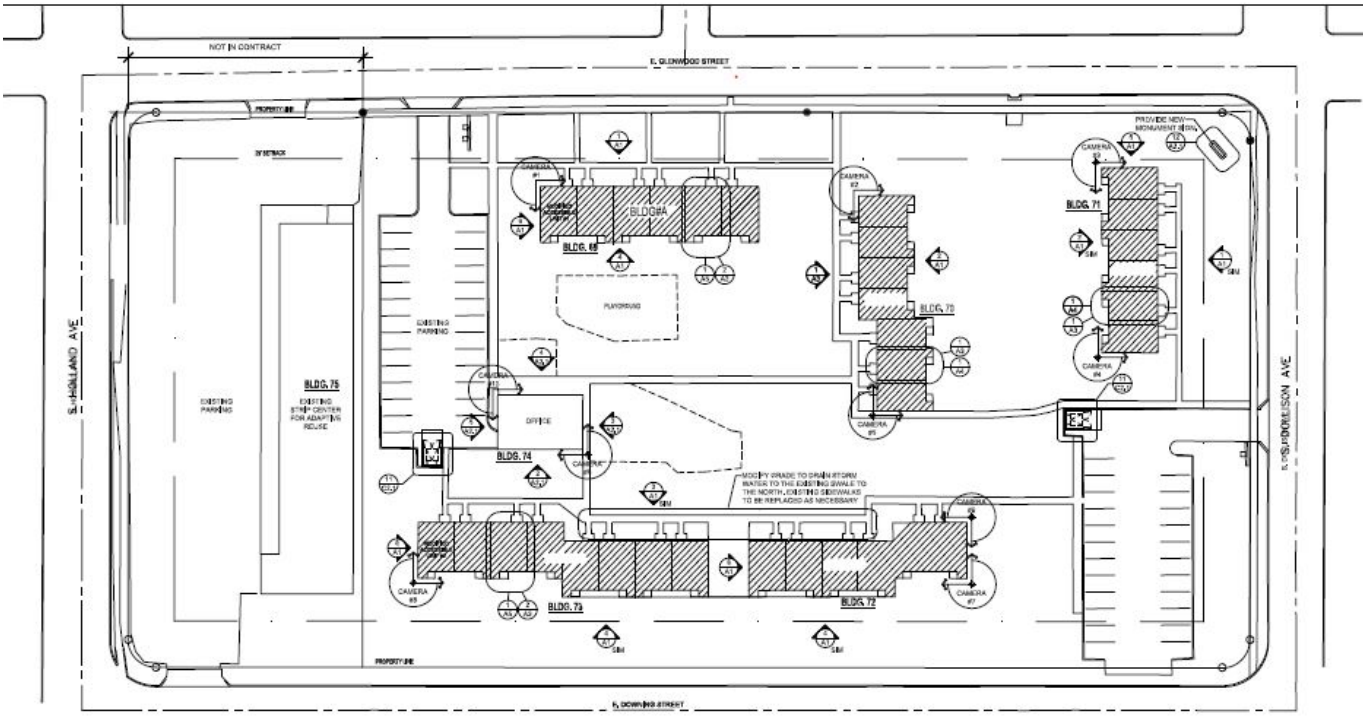
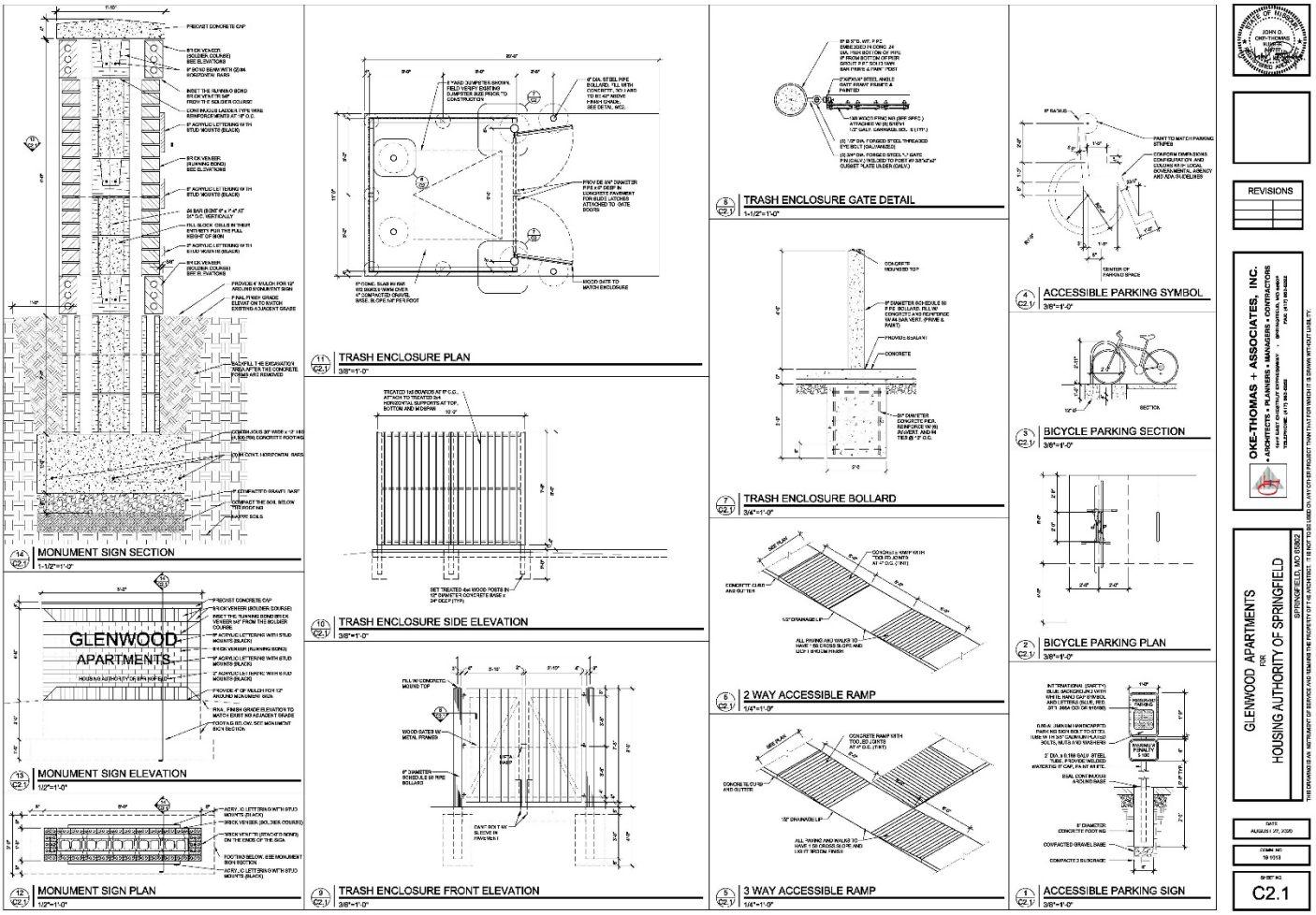
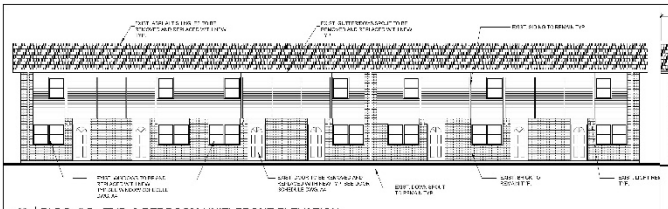


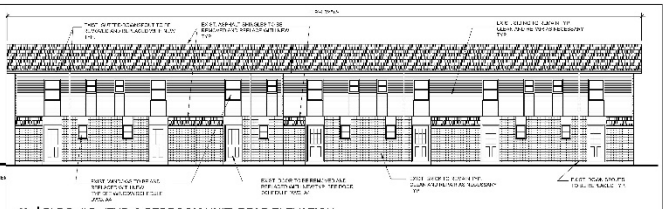
Exhibit D

SITE LAYOUT AND DESIGN – GLENWOOD APARTMENTS PUBLIC HOUSING REDEVELOPMENT AREA

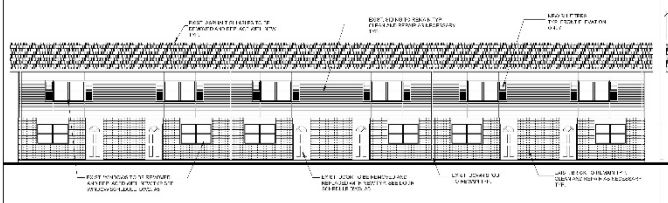




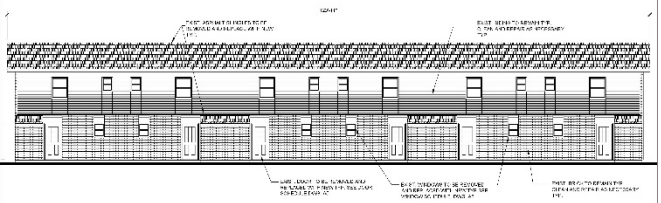
1 BLDG. # B- (TYP. 2-BEDROOM UNIT) FRONT ELEVATION
1/8"=1'-0"



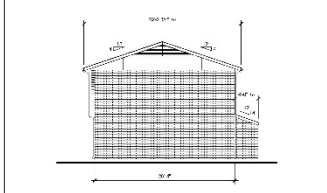
2 BLDG. # B- (TYP. 2-BEDROOM UNIT) REAR ELEVATION
1/8"=1'-0"



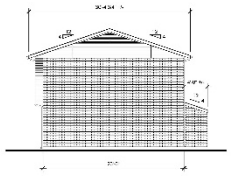
3 BLDG. # A- (TYP. 3-BEDROOM UNIT) FRONT ELEVATION
1/8"=1'-0"



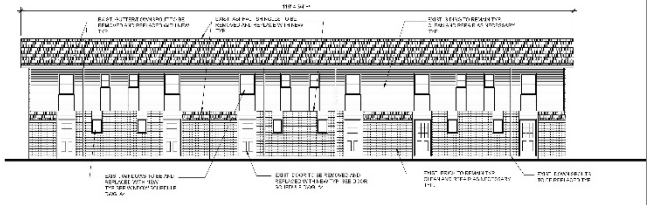
4 BLDG. # A- (TYP. 3-BEDROOM UNIT) REAR ELEVATION
1/8"=1'-0"



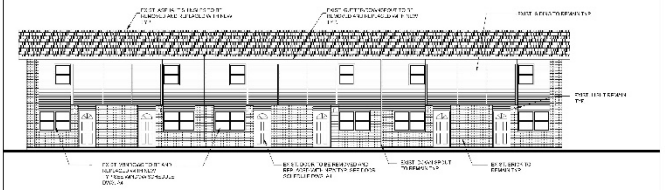
5 TYPICAL SIDE ELEVATION
1/8"=1'-0"



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"

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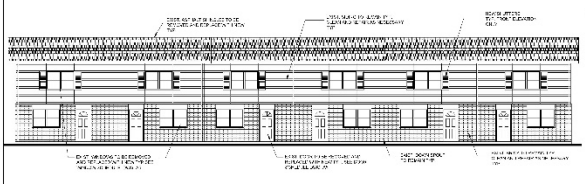
A1



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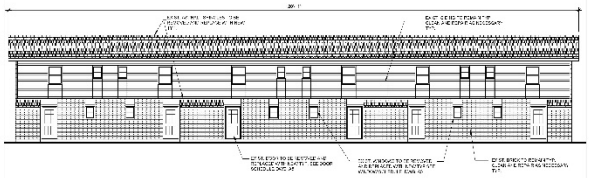

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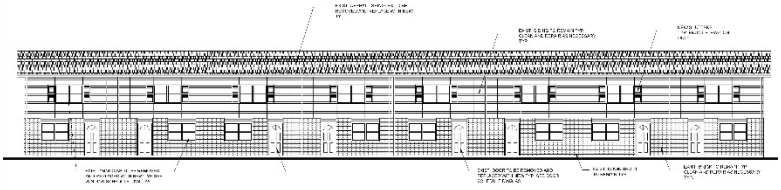
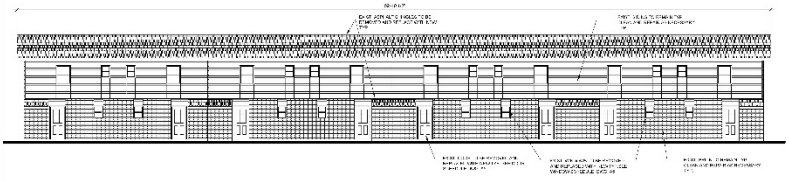


BLDG. # E- (TYP. 3-BEDROOM UNIT) FRONT ELEVATION



BLDG. # E- (TYP. 3-BEDROOM UNIT) REAR ELEVATION

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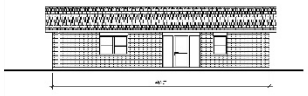
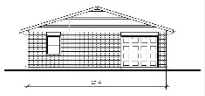
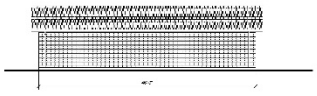
A1.1



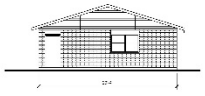
OFFICE BUILDING - NORTH ELEVATION



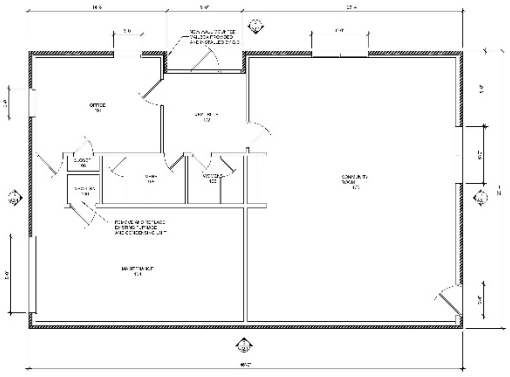
OFFICE BUILDING - WEST ELEVATION



OFFICE BUILDING - SOUTH ELEVATION



OFFICE BUILDING - EAST ELEVATION



OFFICE BUILDING - FLOOR PLAN

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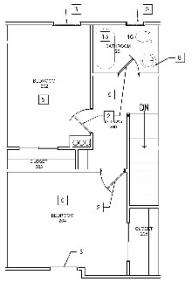
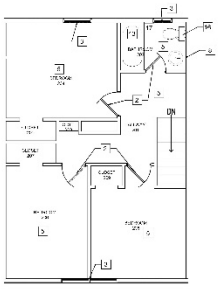
A2.1

DEMOLITION KEYED NOTES:

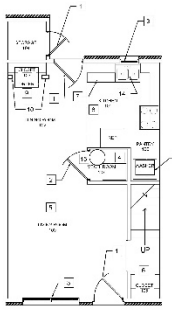
1. REMOVE AND SALVAGE EXISTING DOOR AND FRAME. DOOR TO BE REINSTALLED AT NEW OPENING. DOOR TO BE CUT DOWN AS REQUIRED TO FIT NEW OPENING. SEE DOOR SCHEDULE AND DOOR ELEVATIONS FOR ADDITIONAL INFORMATION.
2. REMOVE AND SALVAGE EXISTING KITCHEN CABINETS AND COUNTERTOPS. PATCH AND REPAIR WALLS AS REQUIRED 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.



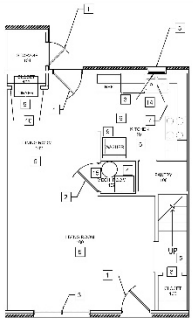
DEMO-(TYP) 2-BEDROOM 2ND FLOOR PLAN



DEMO-(TYP) 3-BEDROOM 2ND FLOOR PLAN



DEMO-(TYP) 2-BEDROOM 1ST FLOOR PLAN



DEMO-(TYP) 3-BEDROOM 1ST FLOOR PLAN

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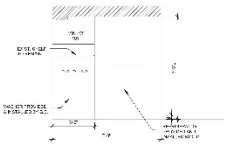
TELEPHONE (417) 831-4282

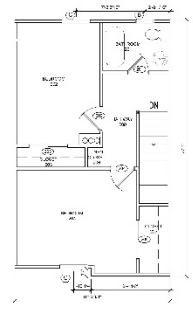
GLENWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MISSOURI

DATE
JUNE 30, 2022
CONTRACT NO.
SHEET NO.
A3

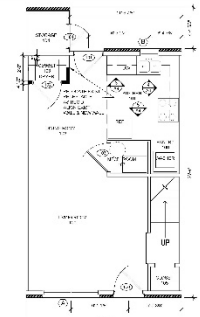
INTERIOR FINISH NOTES:



TYP. 2-BEDROOM MILLWORK ELEVATION



(TYPICAL) 2-BEDROOM 2ND FLOOR PLAN

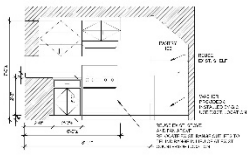


(TYPICAL) 2-BEDROOM 1ST FLOOR PLAN

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.

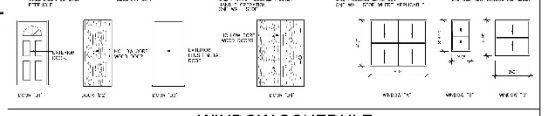
- EXISTING TO REMAIN -
- EXISTING TO REMAIN -



TYP. 2-BEDROOM MILLWORK ELEVATION

HARDWARE GROUPS

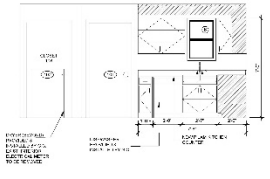
DOOR & WINDOWS TYPES



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

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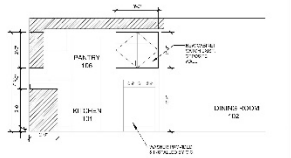
TELEPHONE (417) 831-4282

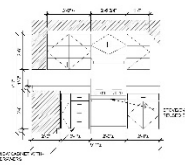
GLENWOOD APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MISSOURI

DATE
JUNE 30, 2022
CONTRACT NO.
SHEET NO.
A4

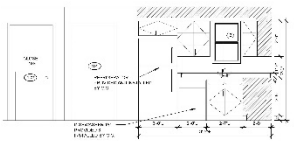
INTERIOR FINISH NOTES:



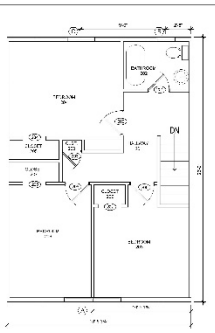
TYP. 3-BEDROOM MILLWORK ELEVATION



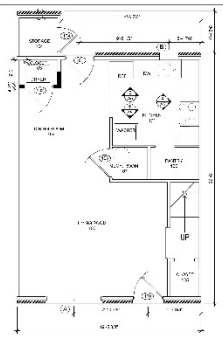
TYP. 3-BEDROOM MILLWORK ELEVATION



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:

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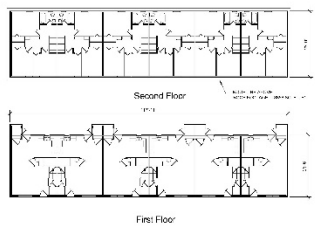
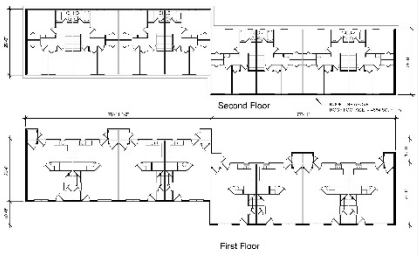
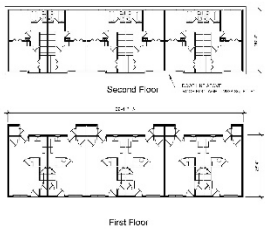
A5



BLDG. "A" - (6 TYP. 3-BEDROOM UNIT) FLOOR PLAN



BLDG. "E" - (8TYP. 3-BEDROOM UNIT) FLOOR PLAN



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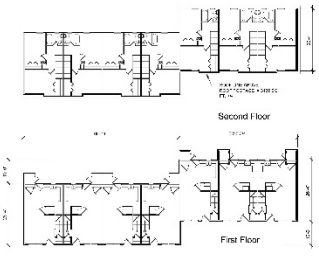
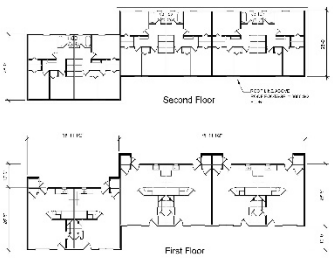


BLDG. "B" - (7 TYP. 2-BEDROOM UNIT) REAR ELEVATION



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.

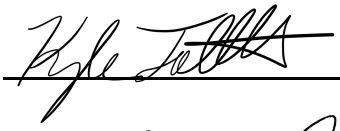
Section 4 – This Ordinance shall be in full force and effect from and after passage.

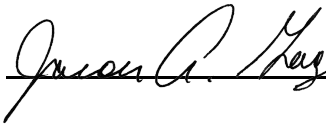
Passed at meeting: _____

_____
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

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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

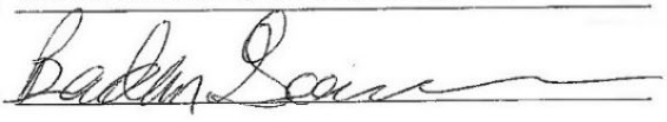
4,000 households with current population and growth trends and unemployment at very low levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units 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.

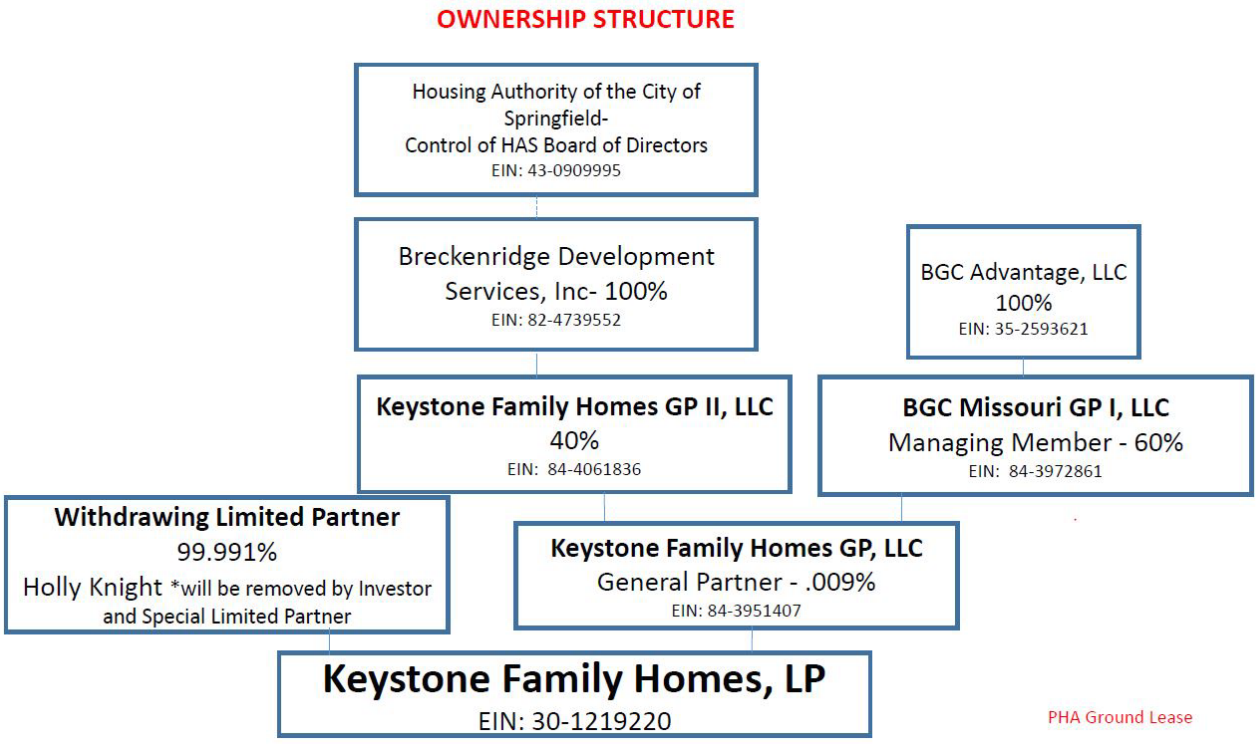
V. Execution of the Project:

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	
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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

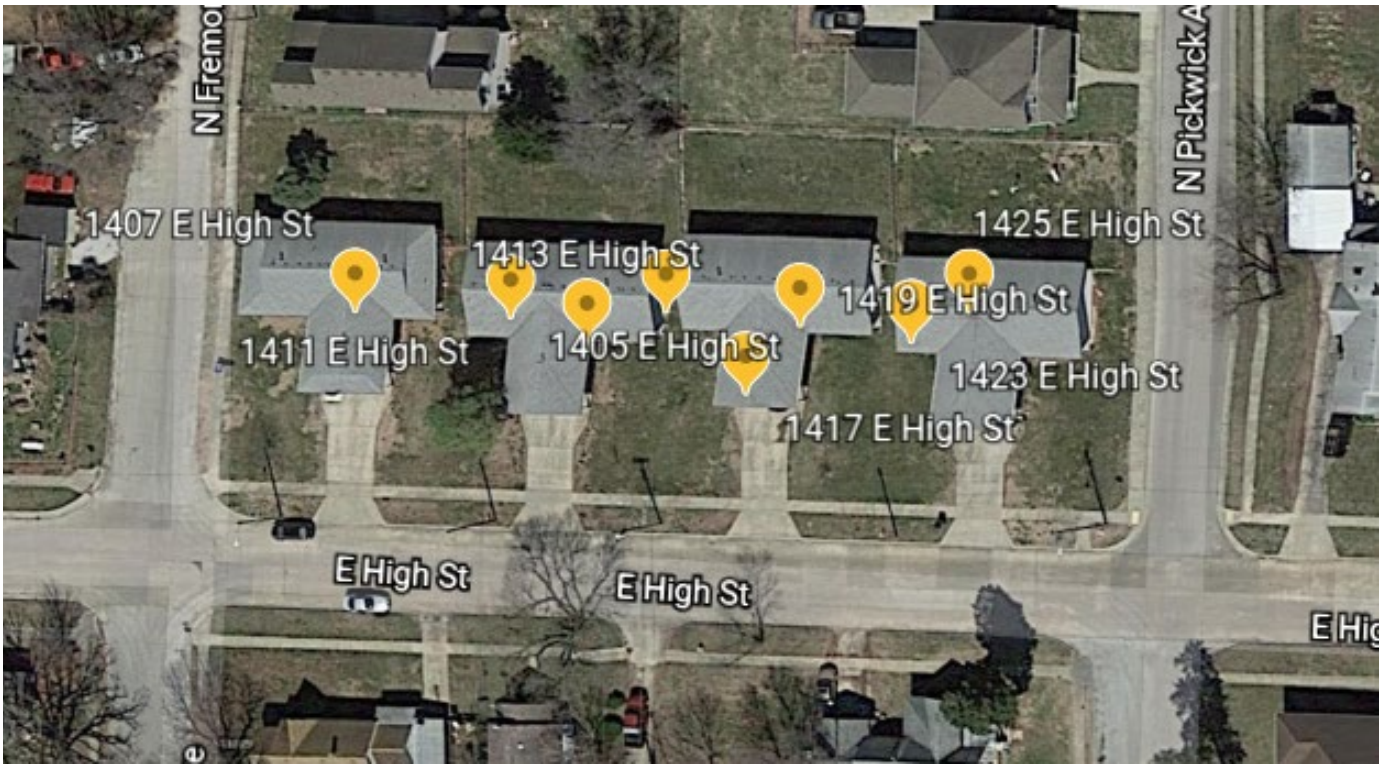

Exhibit B

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)
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AND
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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

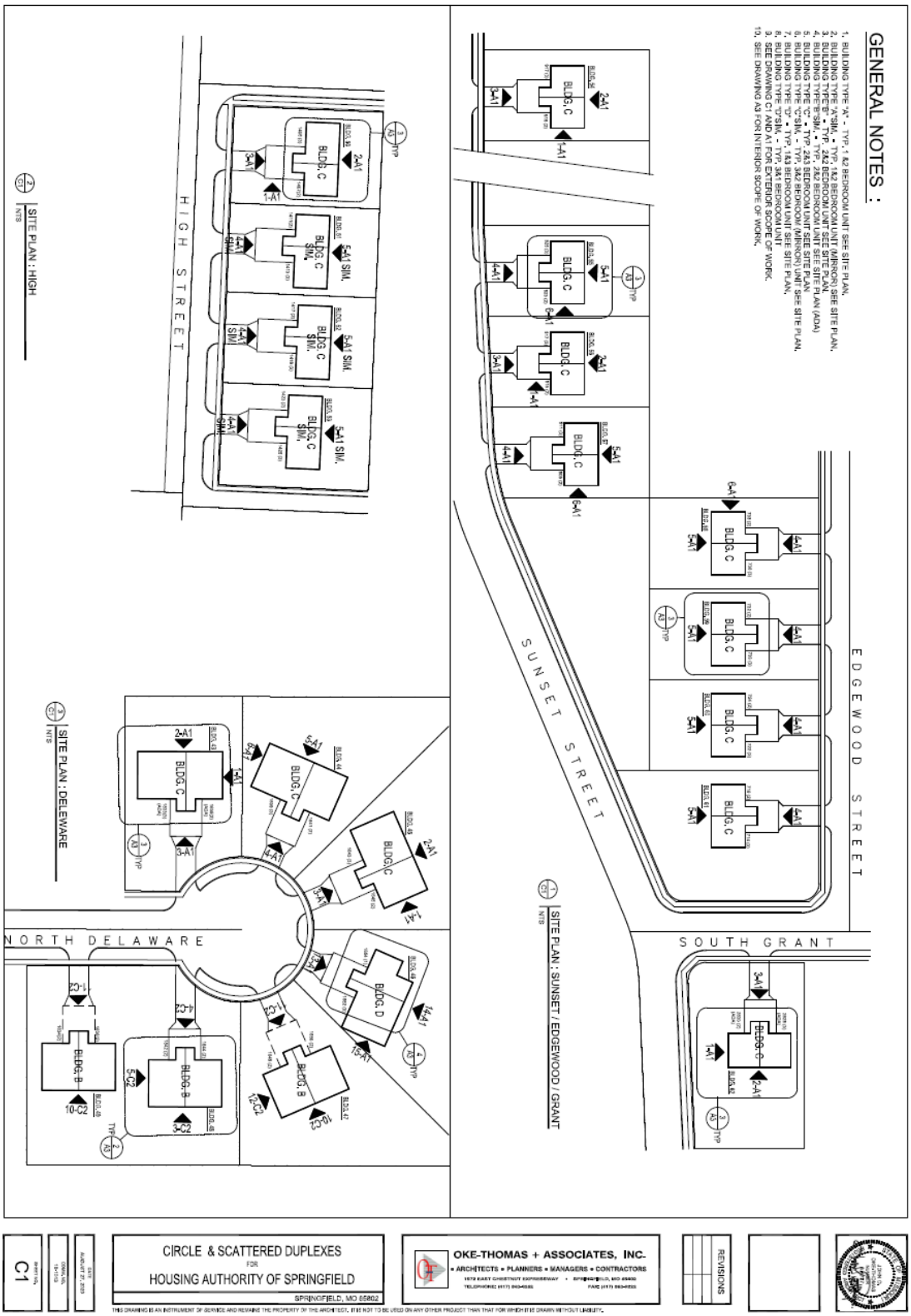
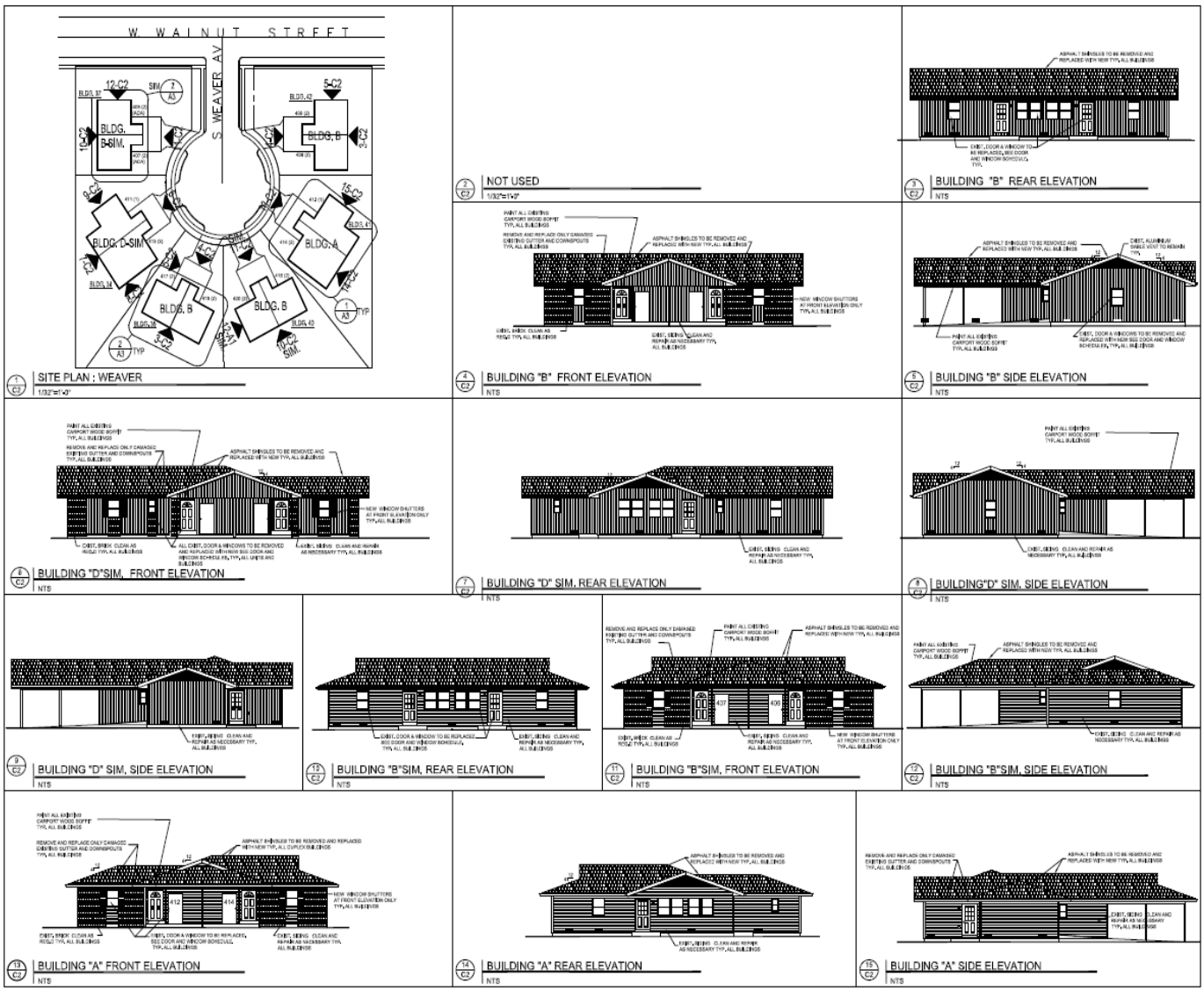


Exhibit D

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

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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
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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.

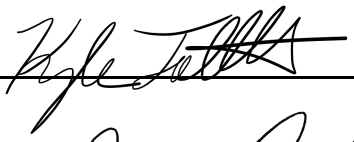
Section 4 – This Ordinance shall be in full force and effect from and after passage.

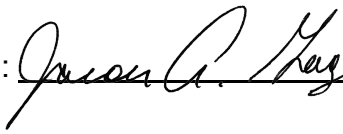
Passed at meeting: _____

_____
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

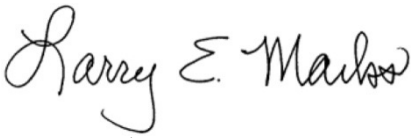
To Whom It May Concern:

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

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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.

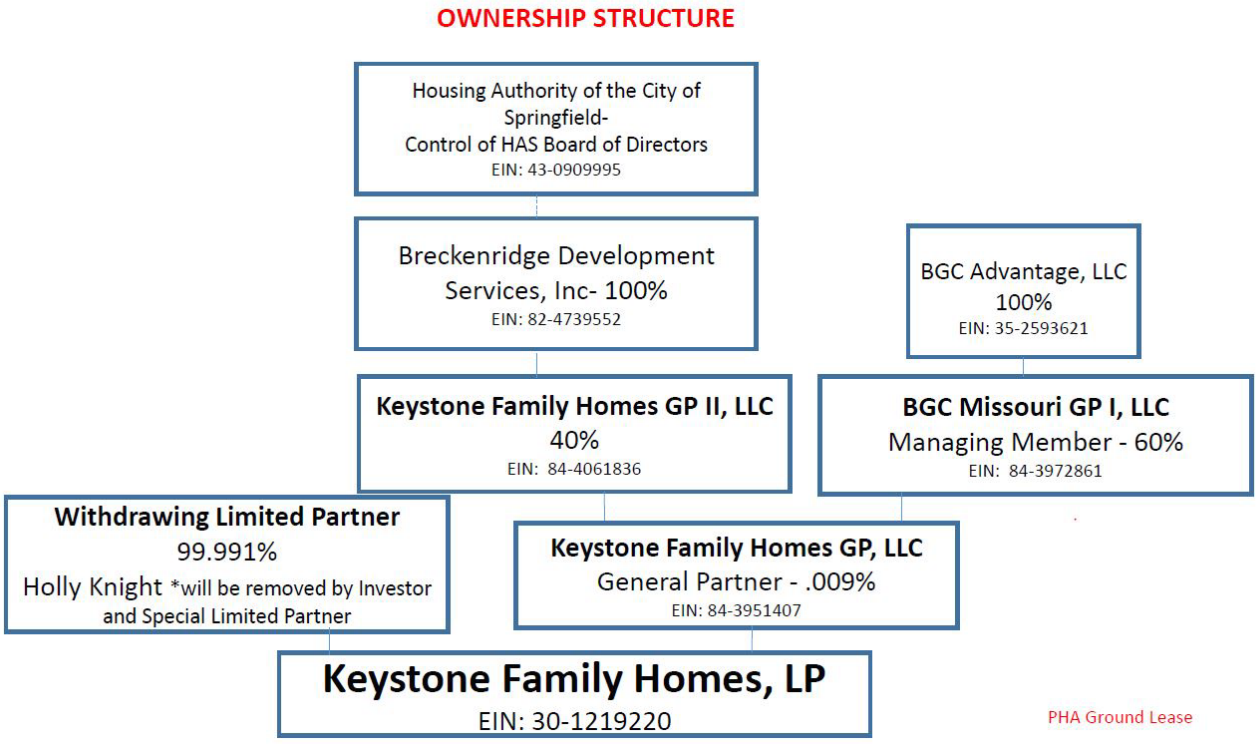
V. Execution of the Project:

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
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SOFT COSTS	1,403,836

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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

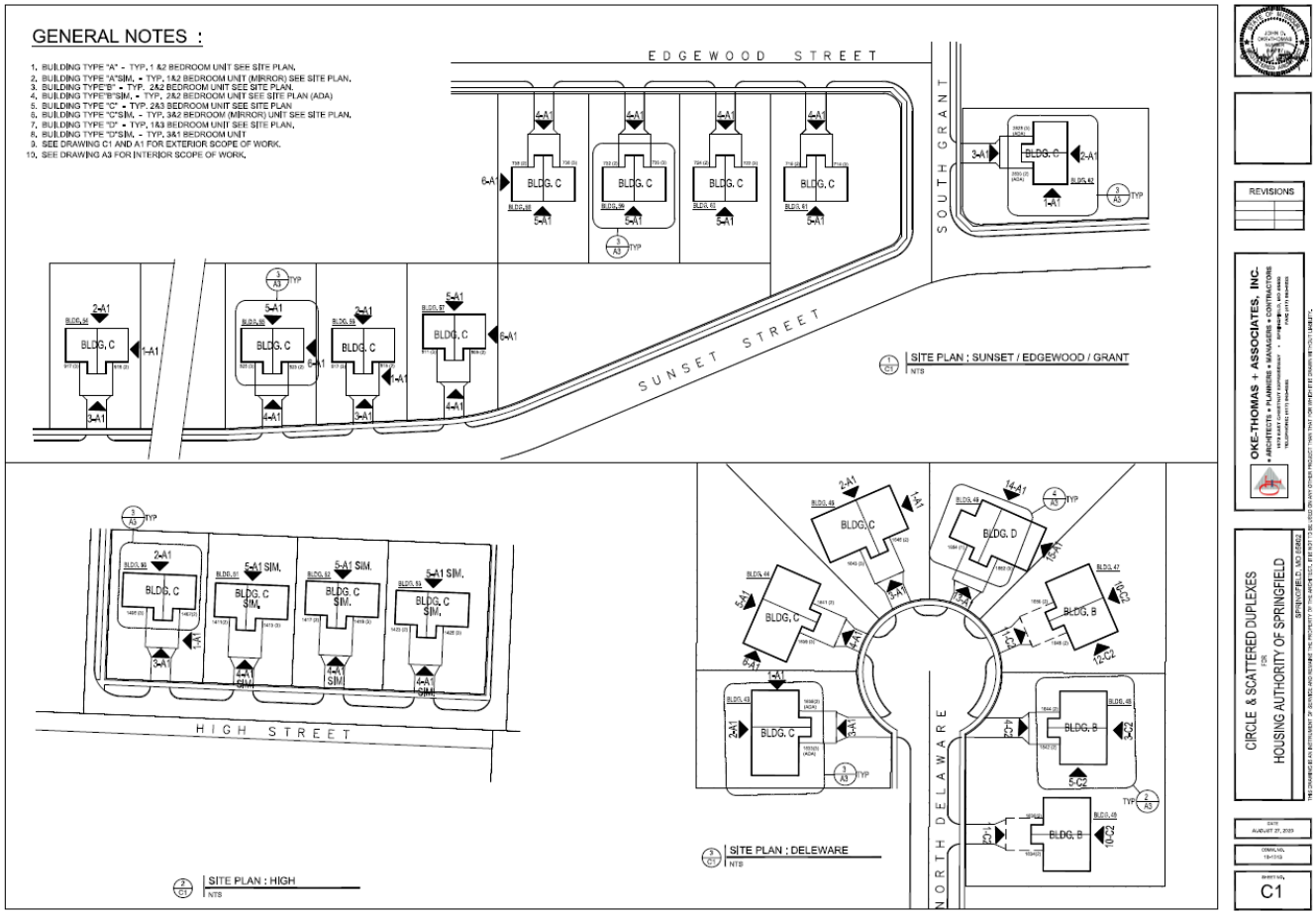
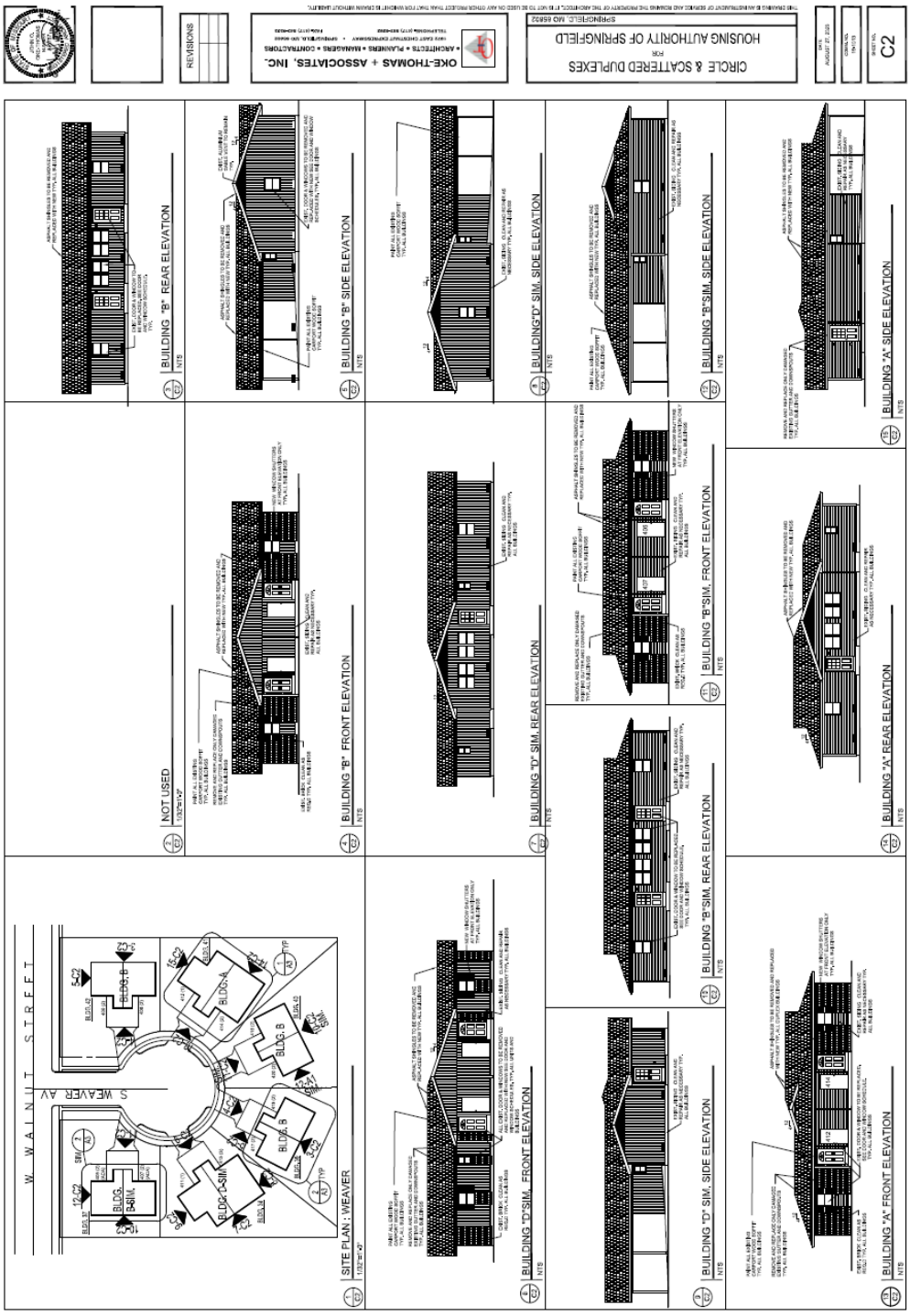
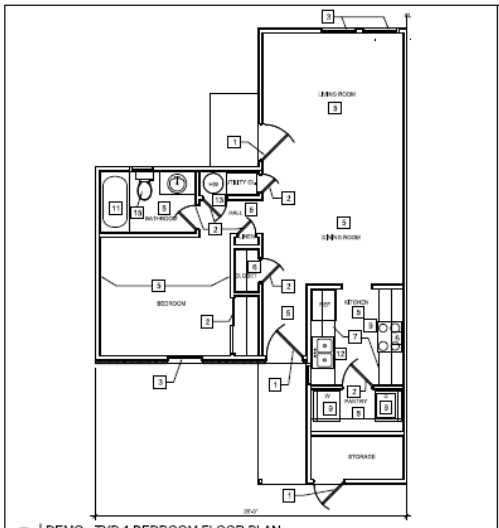


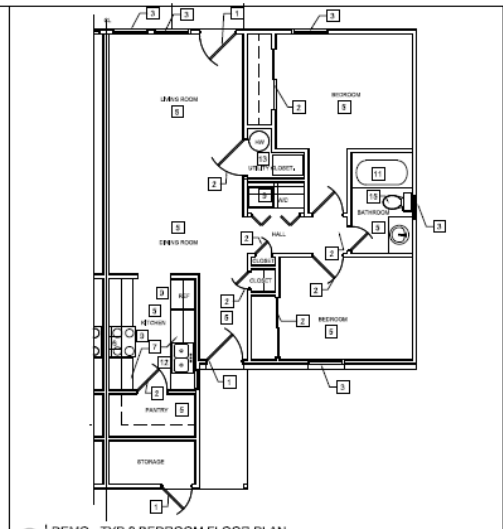
Exhibit D

SITE LAYOUT AND DESIGN – NORTH DELAWARE AVENUE PUBLIC HOUSING REDEVELOPMENT AREA

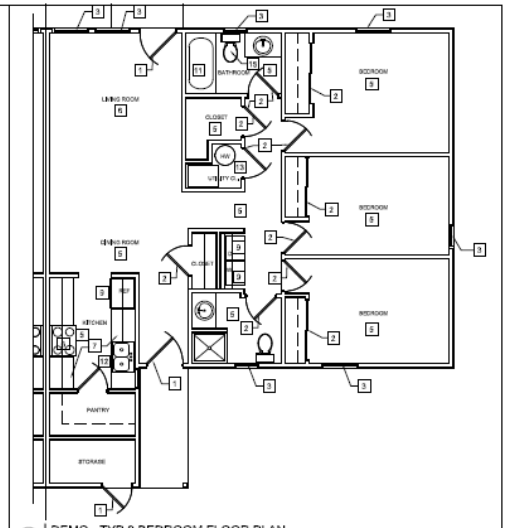




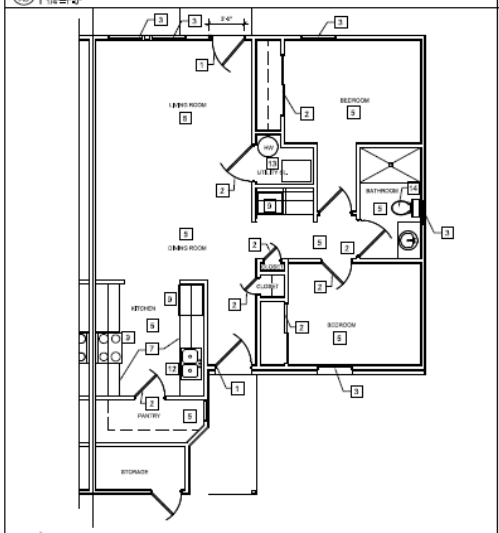
1 A3 DEMO - TYP 1 BEDROOM FLOOR PLAN
1/4"=1'-0"



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
1675 EAST CHESTNUT EXPRESSWAY • SPRINGFIELD, MO 65802
TELEPHONE (417) 862-6565 FAX (417) 862-6522

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

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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.

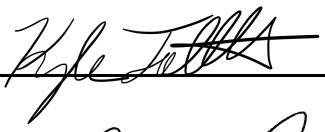
Section 4 – This Ordinance shall be in full force and effect from and after passage.

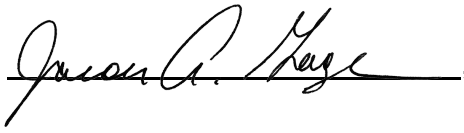
Passed at meeting: _____

_____
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

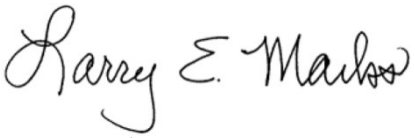
To Whom It May Concern:

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

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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.

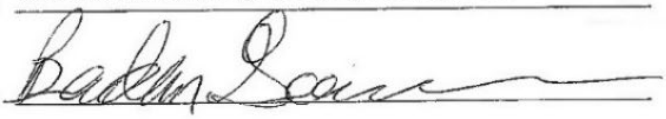
ii. HAS ANNUAL PUBLIC HOUSING PLAN

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.

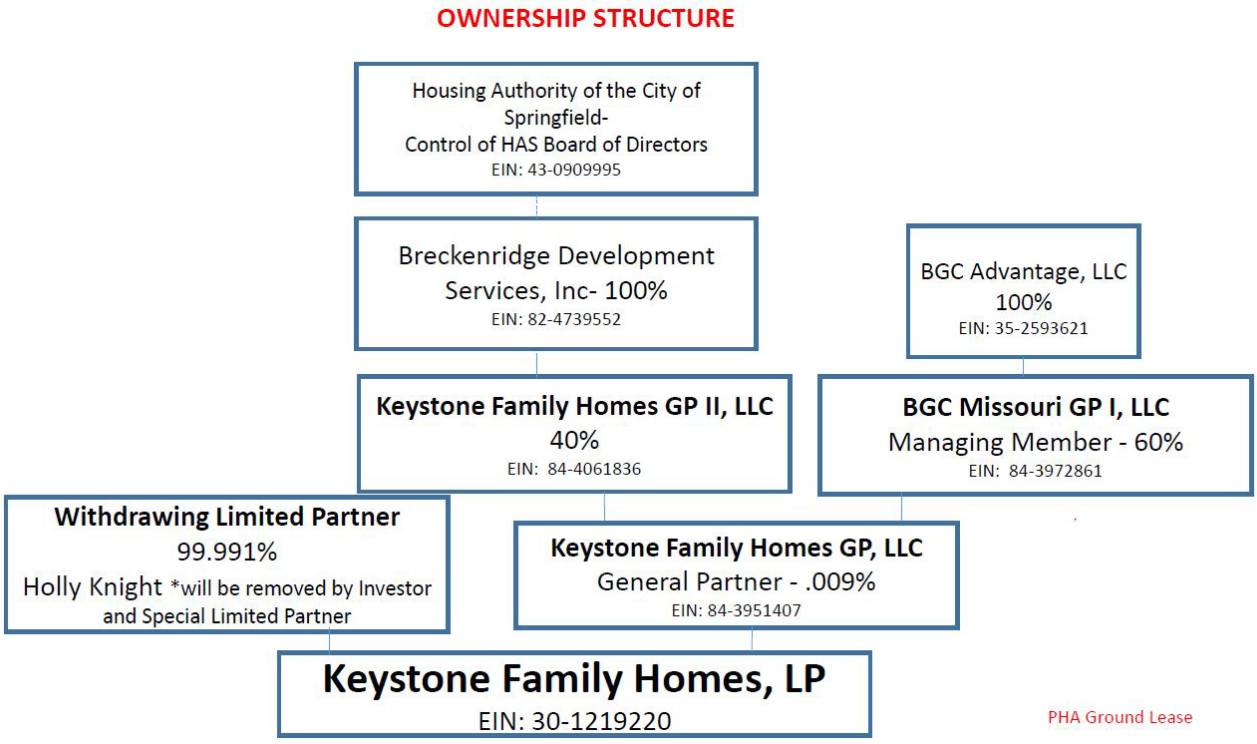
V. Execution of the Project:

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	
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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

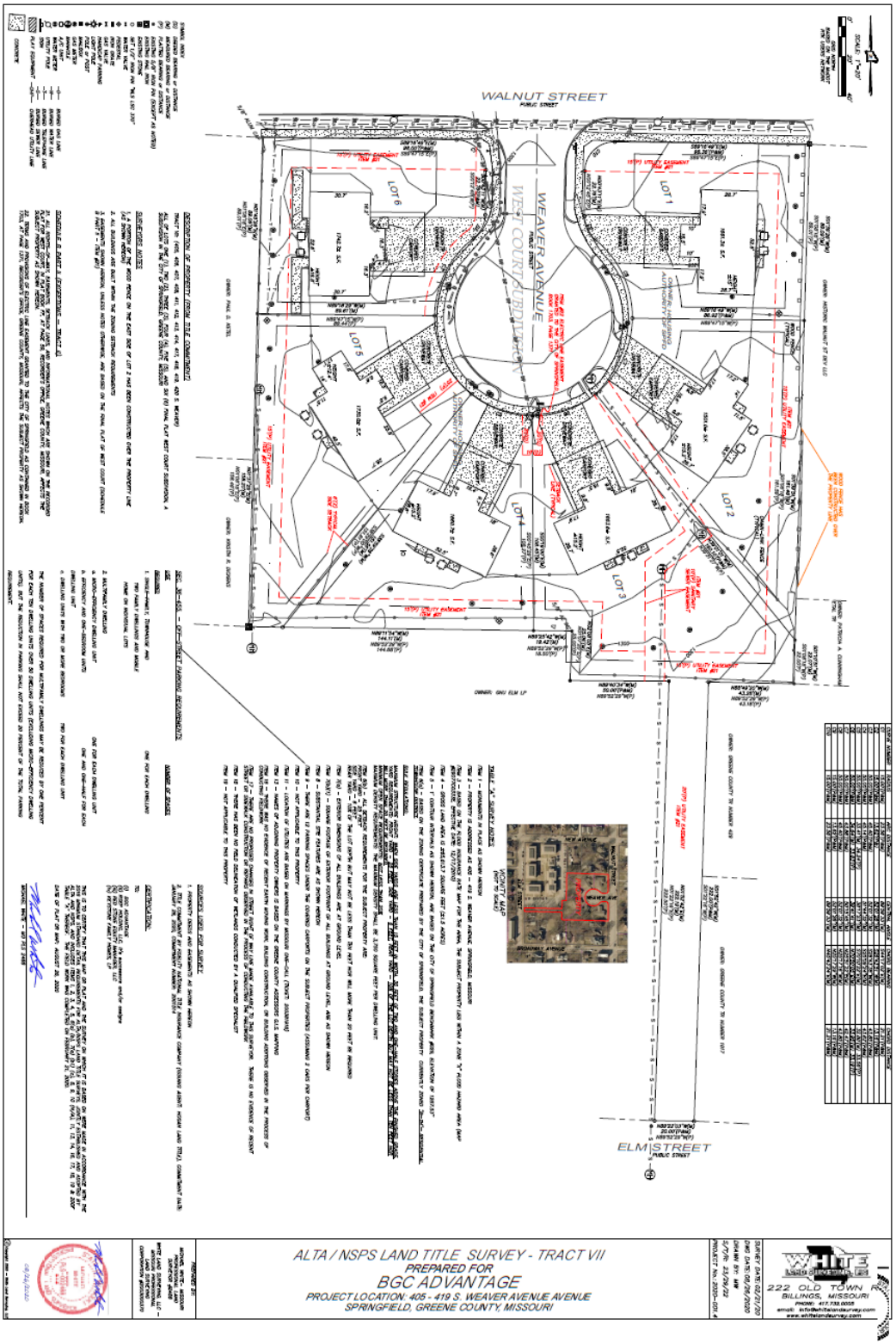
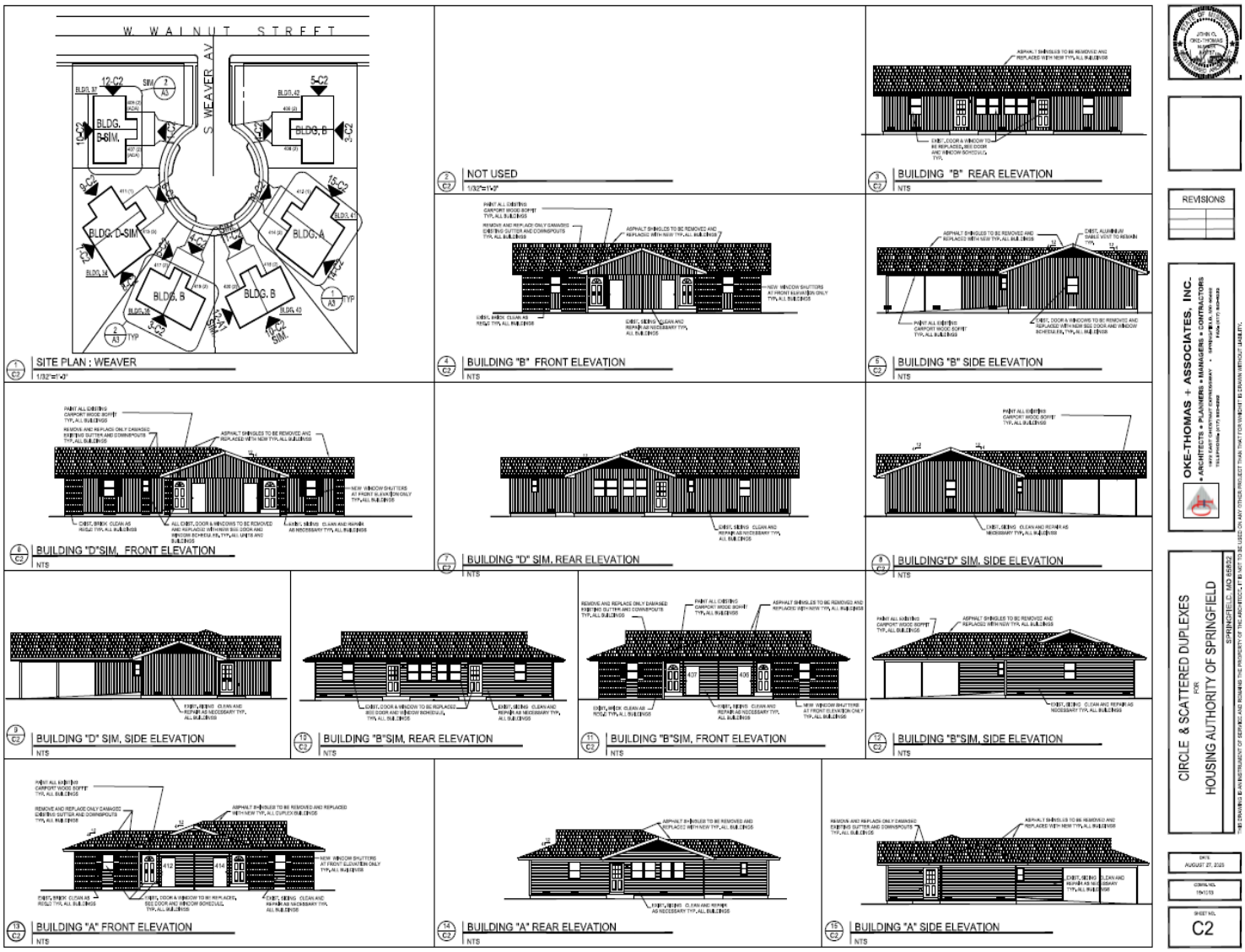


Exhibit D

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

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A3

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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

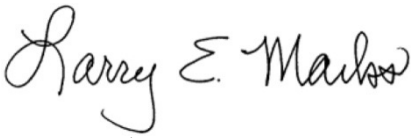
To Whom It May Concern:

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

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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

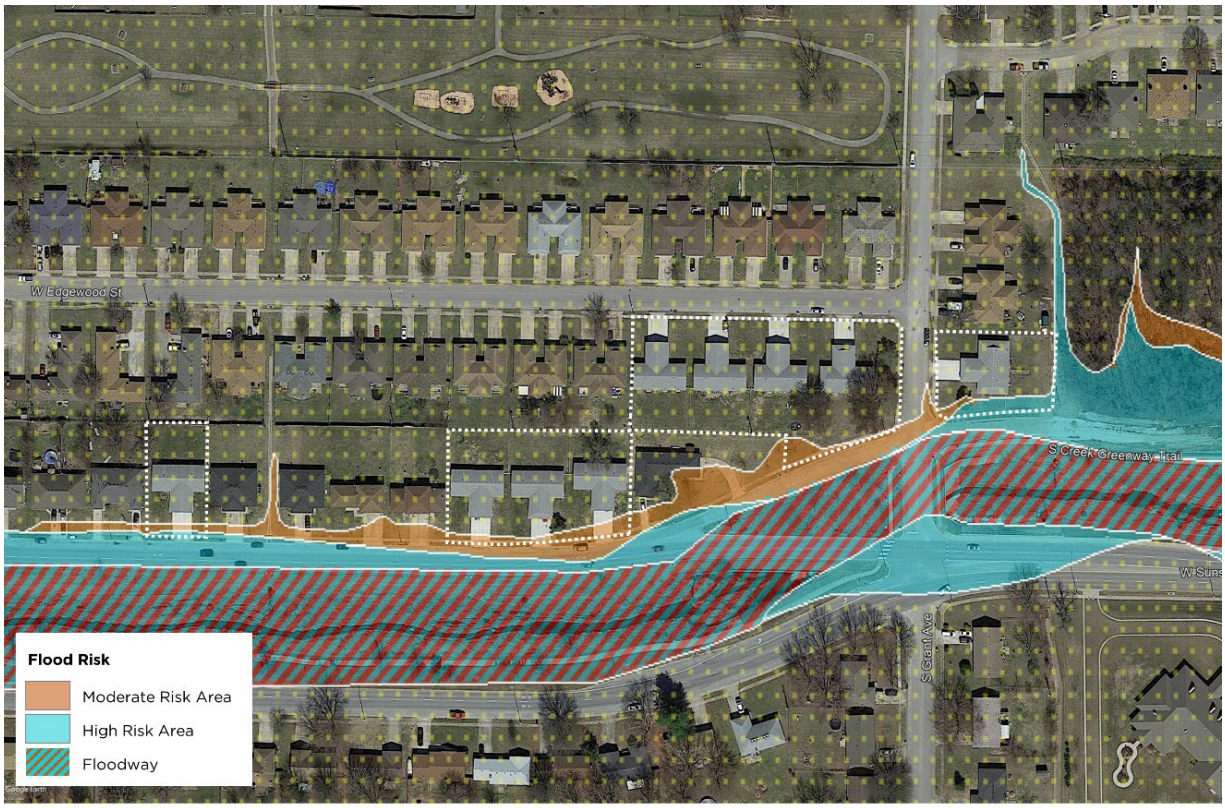
As summarized above, and discussed in detail in the balance of this report, the data demonstrates that conditions in the Redevelopment Area meet the established threshold standards for blight under Section 99.320(3), RSMo. The data supports a finding that the Redevelopment Area is blighted by reason 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.

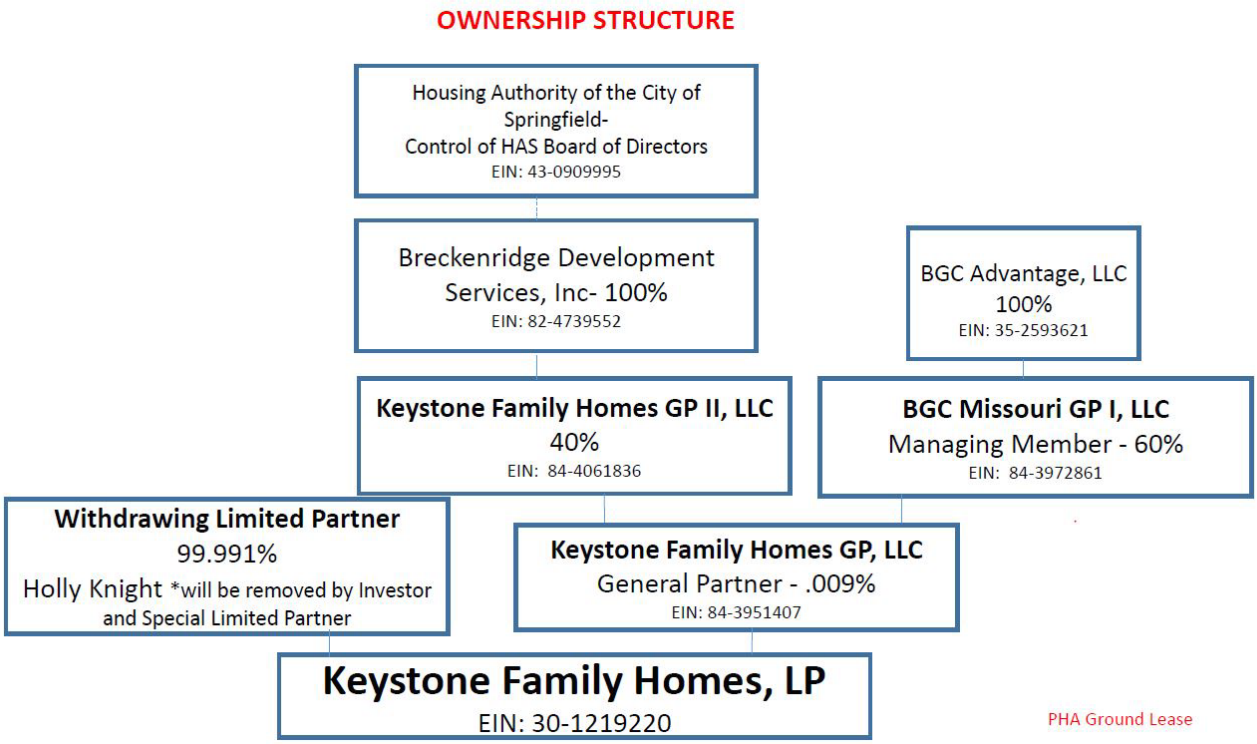
V. Execution of the Project:

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
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BOND COSTS	370,000
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PERMANENT FINANCE COSTS	84,000
SOFT COSTS	1,403,836
RESERVES	1,810,852
TOTAL USES	43,903,066
SOURCES OF FUNDS	
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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

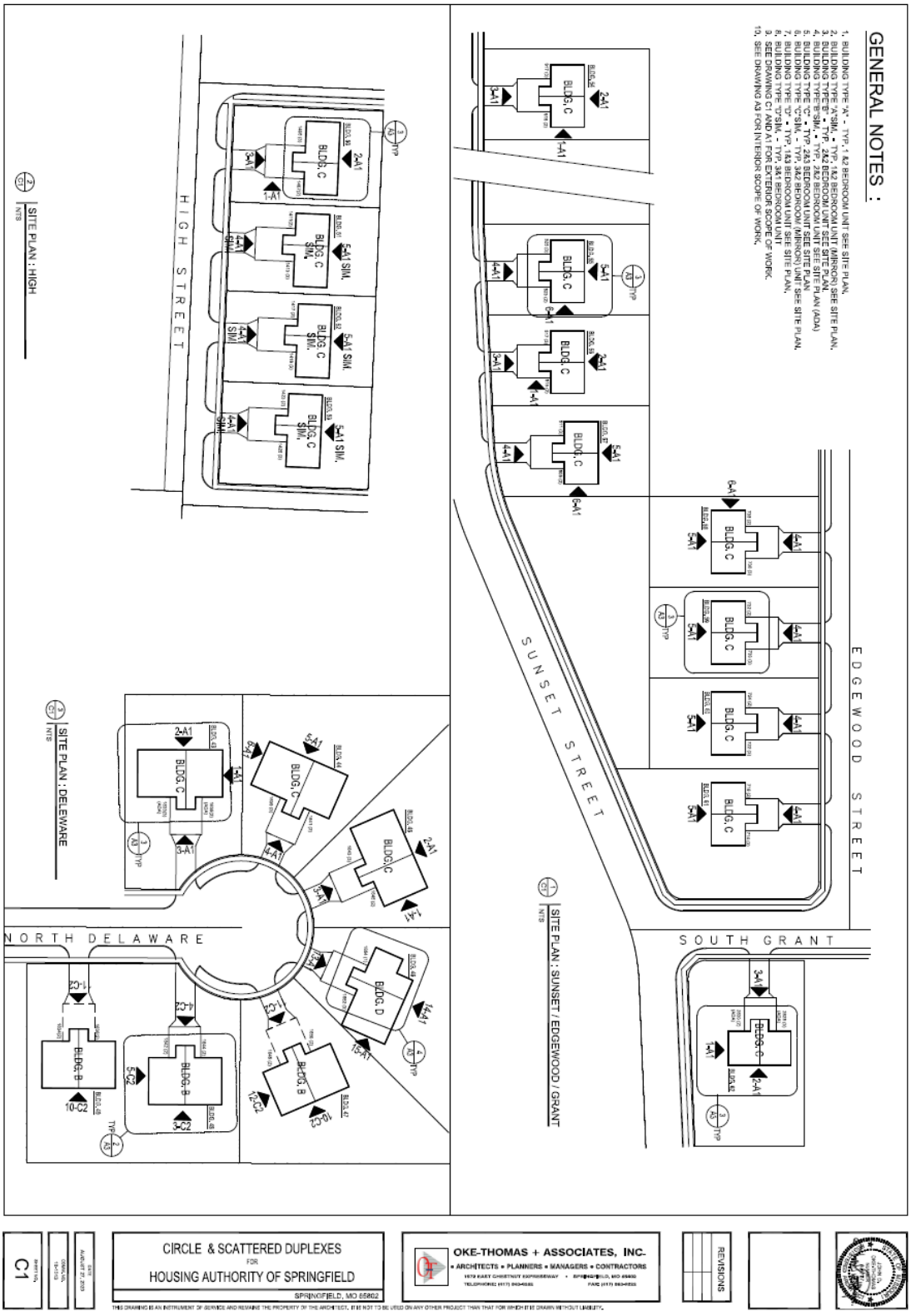
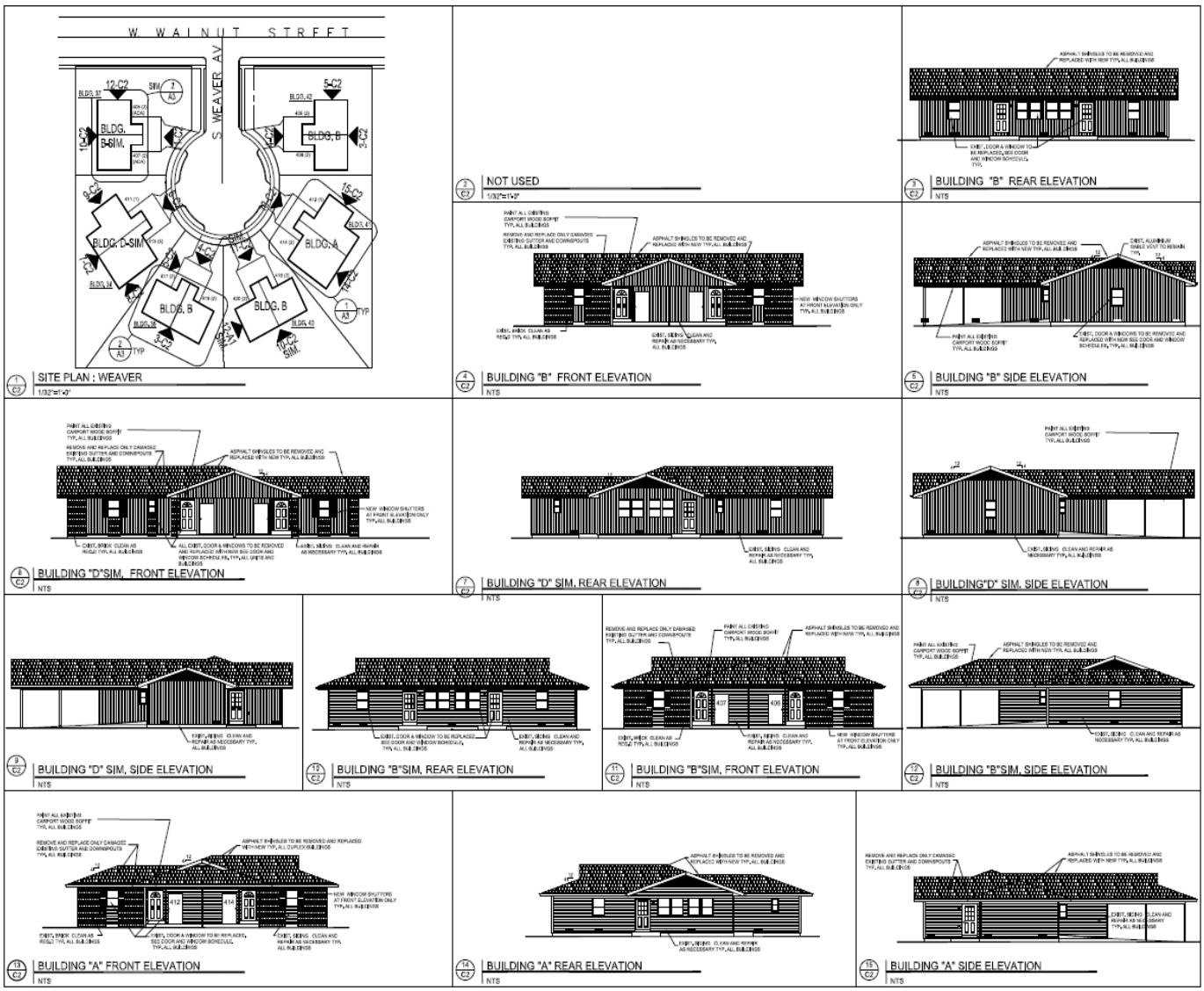
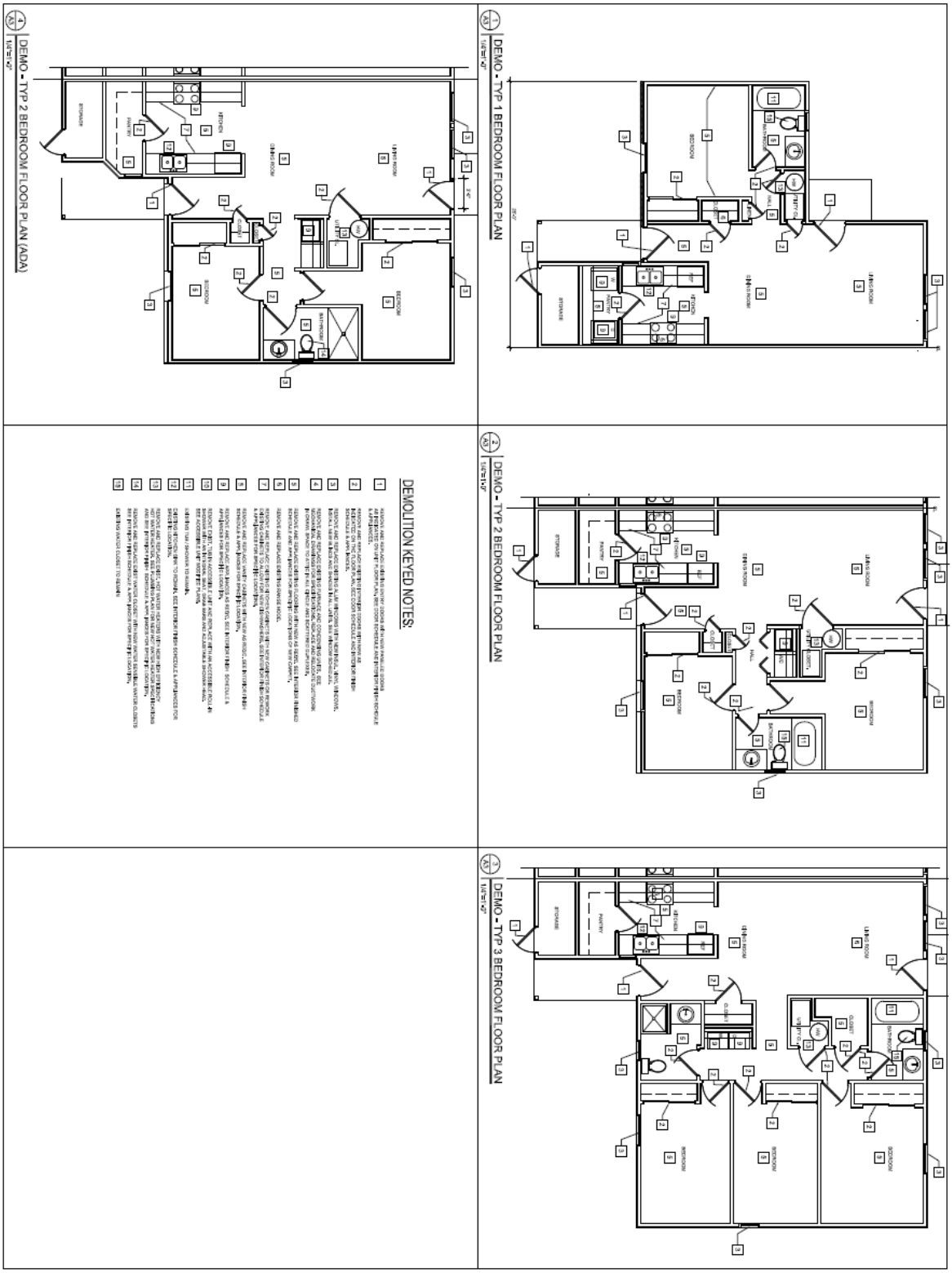


Exhibit D

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

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A3

CIRCLE & SCATTERED DUPLEXES
FOR
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SPRINGFIELD, MO 65802

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REVISIONS

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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.

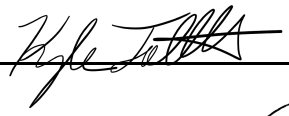
Section 4 – This Ordinance shall be in full force and effect from and after passage.

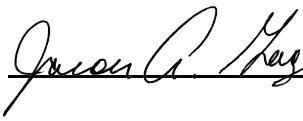
Passed at meeting: _____

_____
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

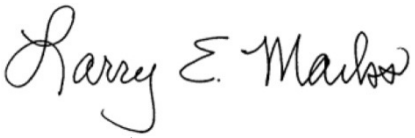
To Whom It May Concern:

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

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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.

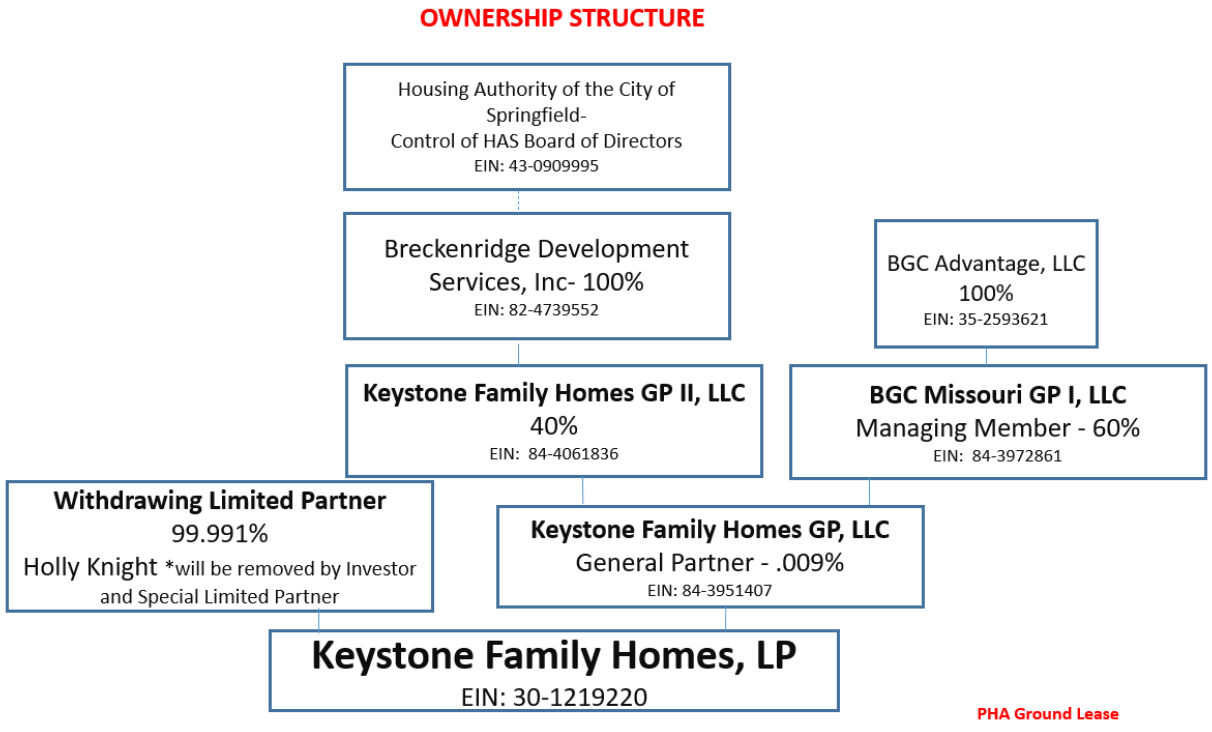
V. Execution of the Project:

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

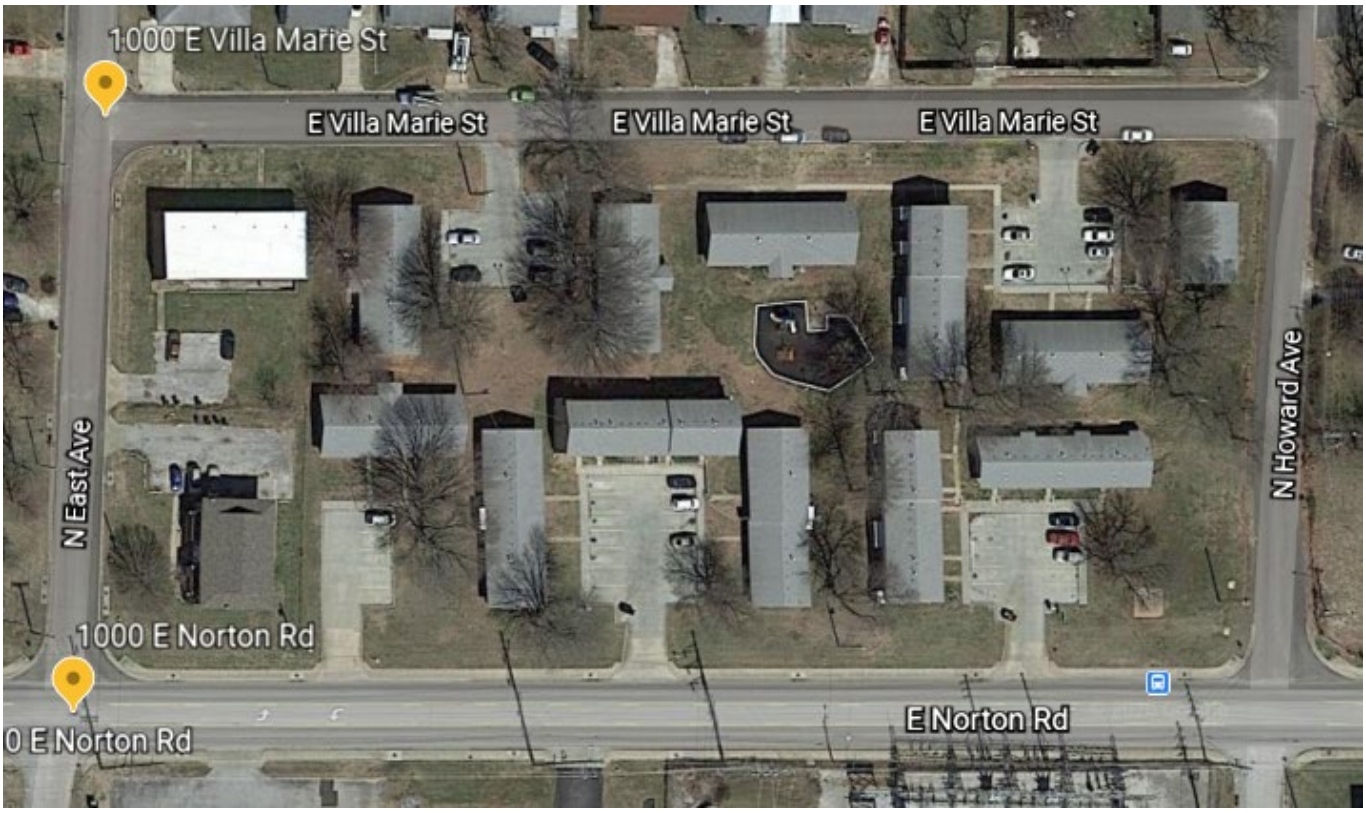


Exhibit B

Legal Description of Redevelopment Area

Legal Description

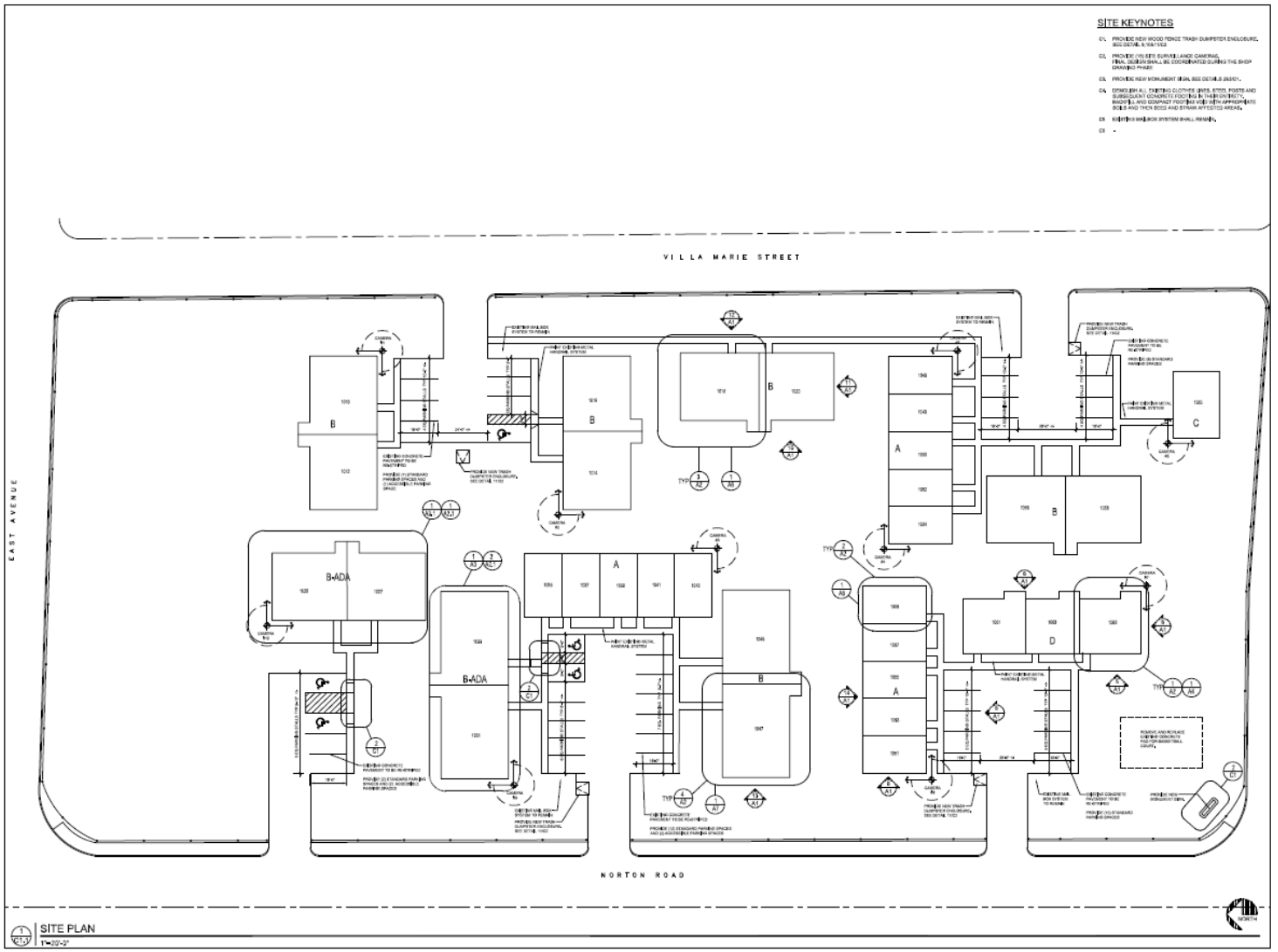
TRACT IX: (1000 Block E. Villa Marie/Norton Rd.)
ALL OF LOTS THREE (3), AND FOUR (4) VILLA MARIE 2ND ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

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

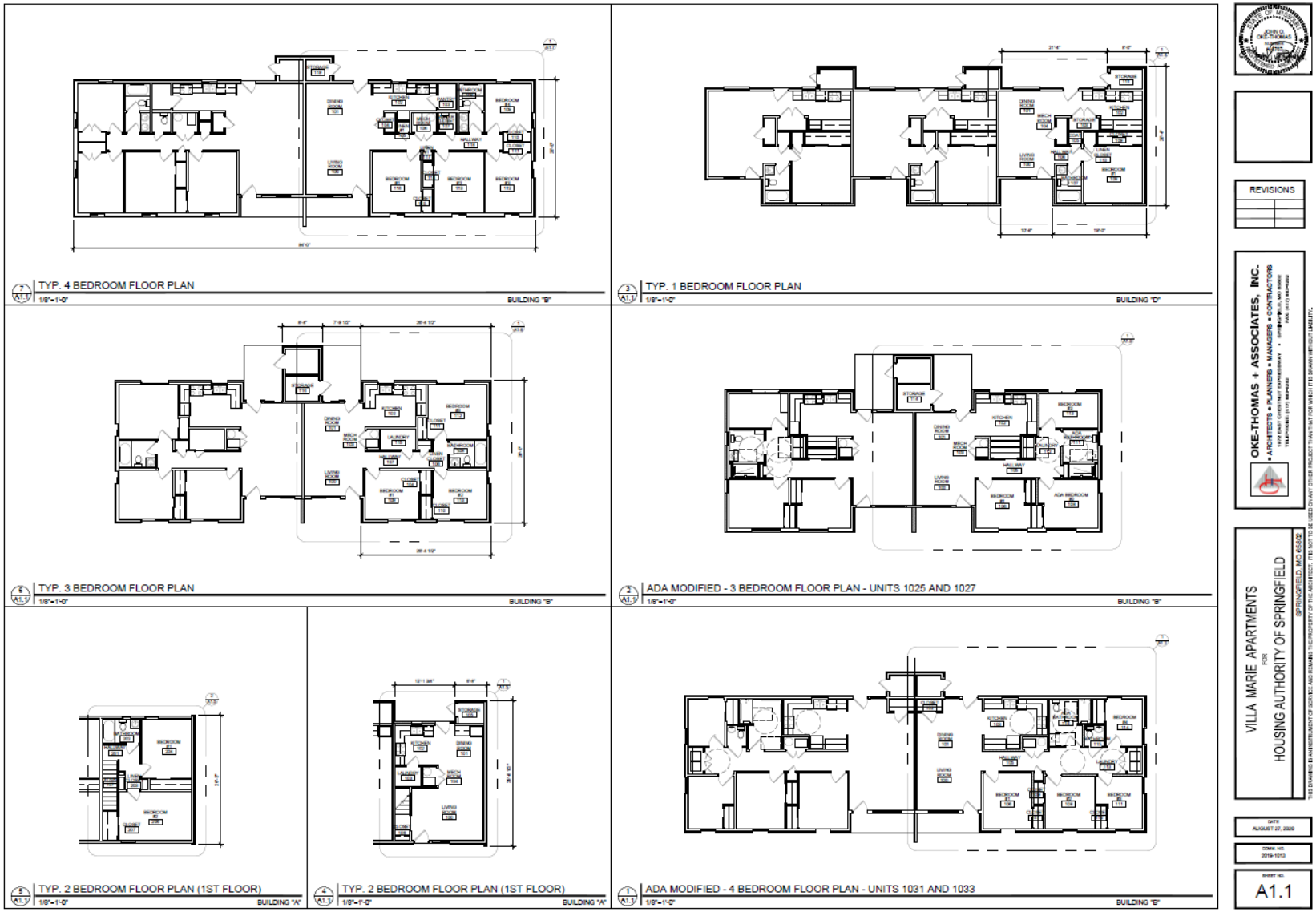
DATE
AUGUST 27, 2020

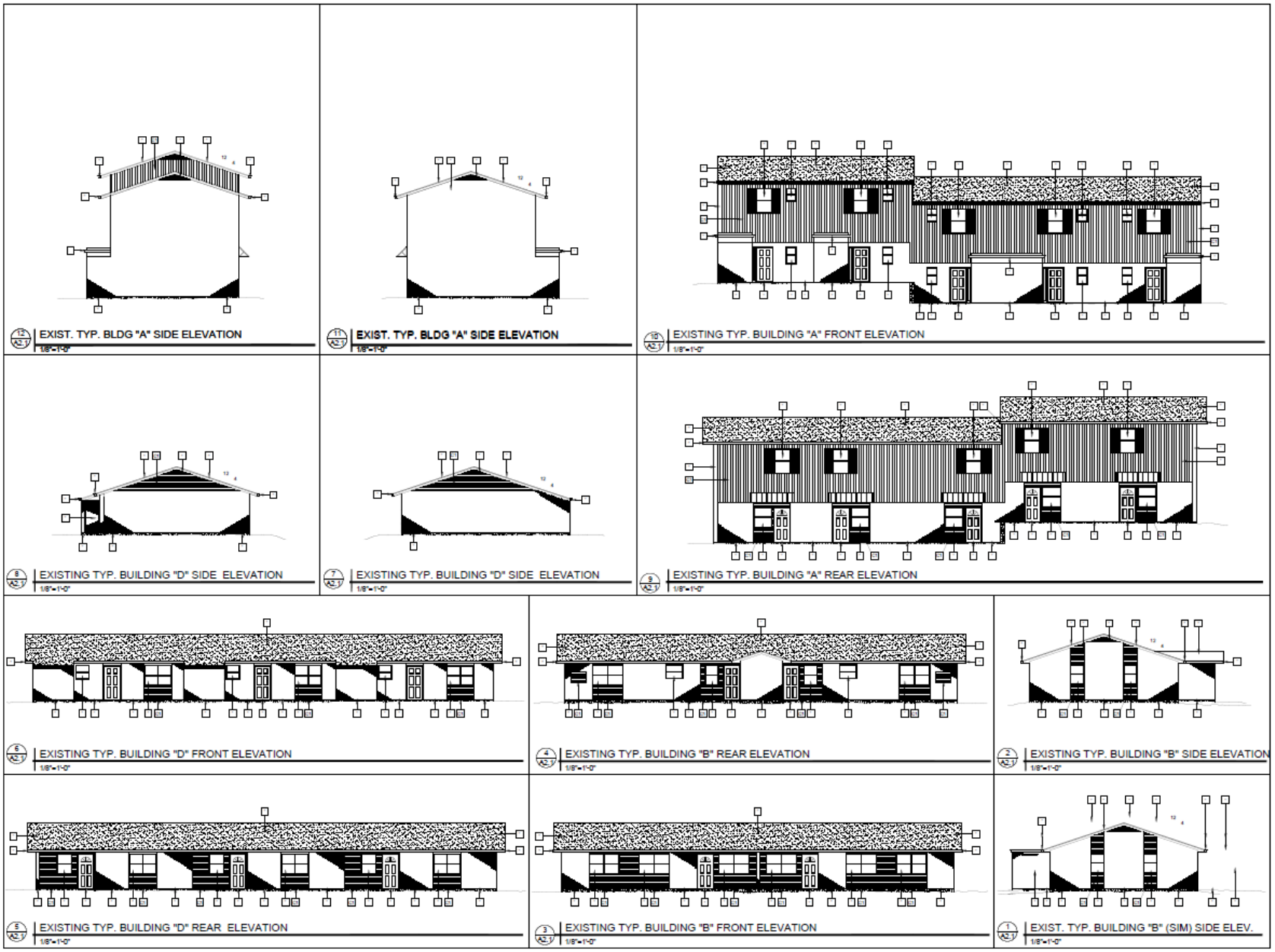
CONSL NO.
2019-0315

SHEET NO.
C1.1

Exhibit D

SITE LAYOUT AND DESIGN- VILLA MARIE APARTMENTS





REVISIONS

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VILLA MARIE APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
SPRINGFIELD, MO 65802

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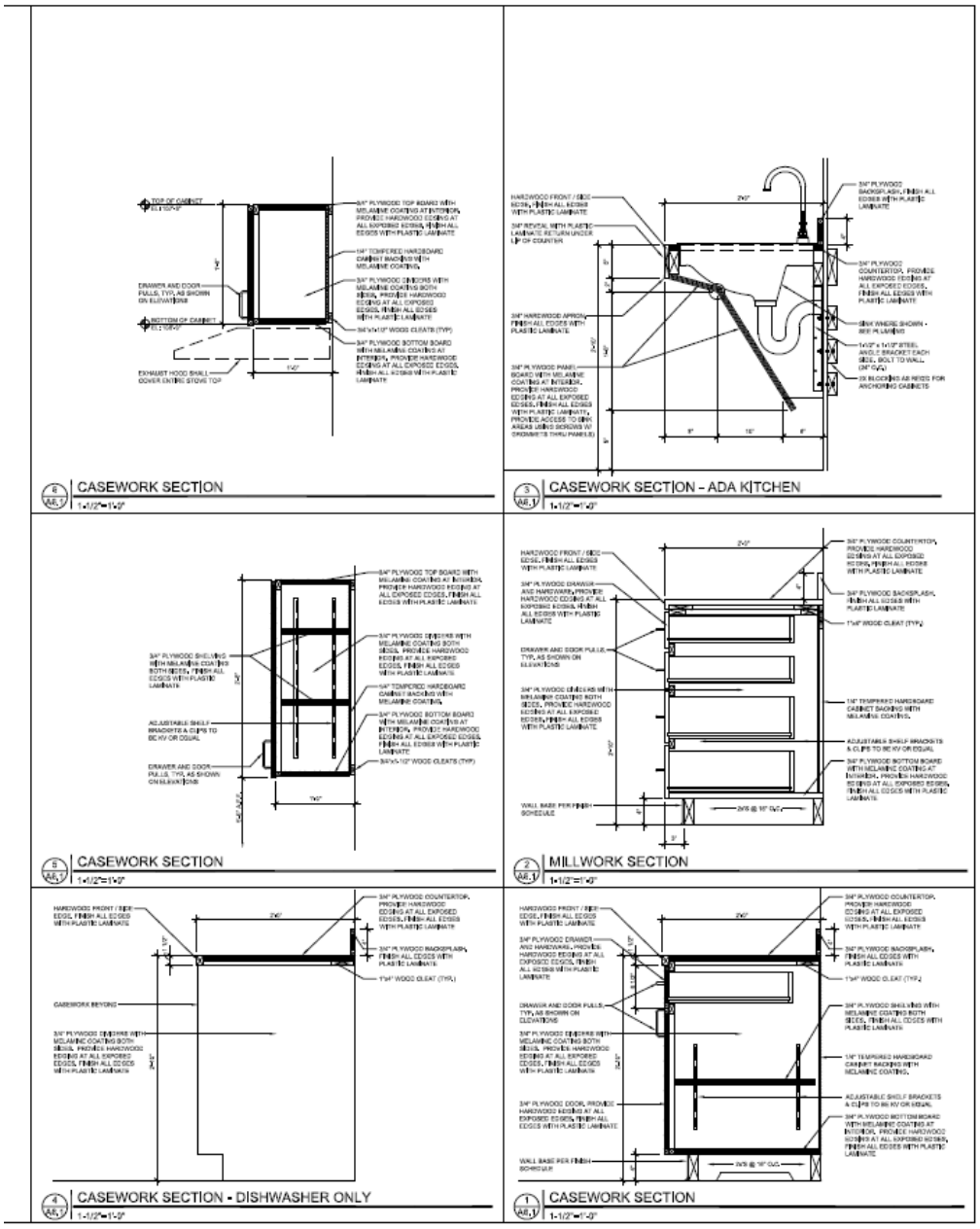

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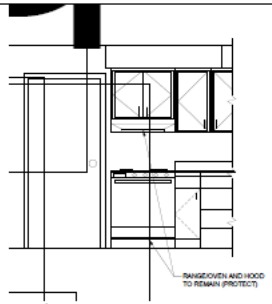
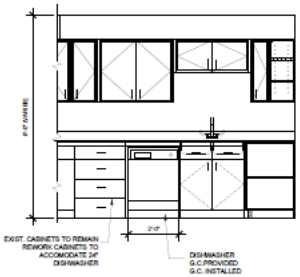
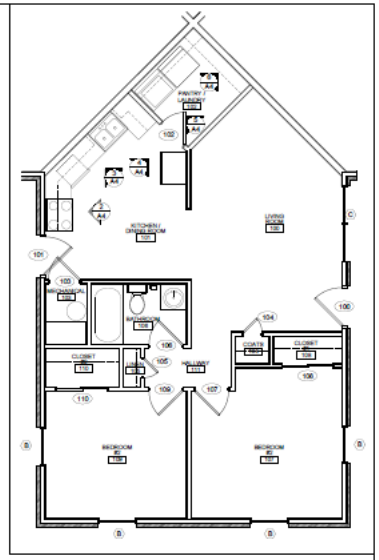


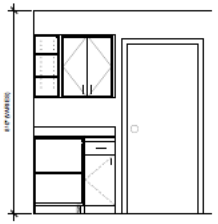
2 / A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



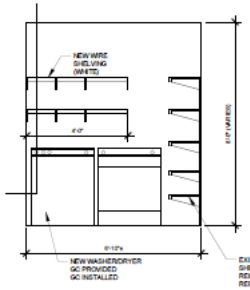
3 / A4 TYP KITCHEN MILLWORK ELEV.
1/2"=1'-0"



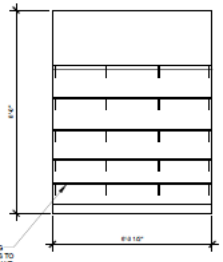
1 / A4 TYP 2 BEDROOM FLOORPLAN
1/4"=1'-0"



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

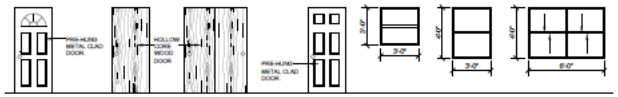
TYPICAL 2-BEDROOM UNIT ADA BLG."B"

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.
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CEDARBROOK APARTMENTS
FOR
HOUSING AUTHORITY OF SPRINGFIELD
@SPRINGFIELD, MO 65802

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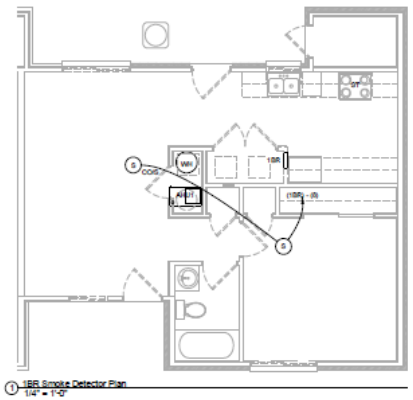
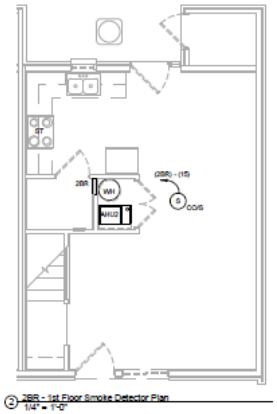
DRWG. NO.
19-1013

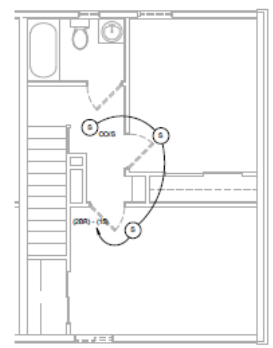
SHEET NO.
A4



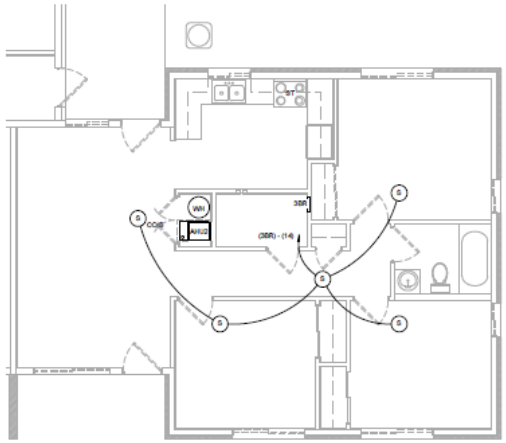
1 1BR Smoke Detector Plan
1/4" = 1'-0"



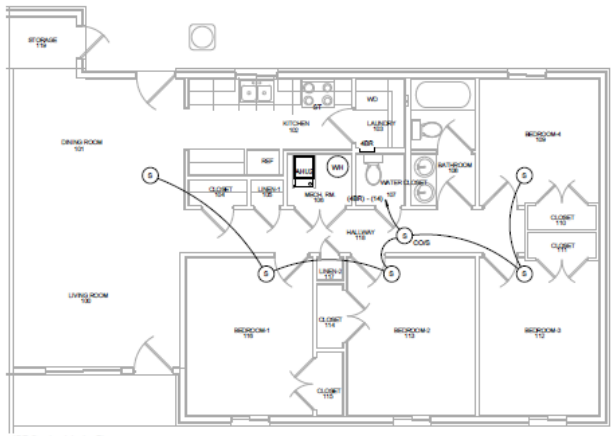
2 2BR - 1st Floor Smoke Detector Plan
1/4" = 1'-0"



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.
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VILLA MARIE APARTMENTS
FOR
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19-10--

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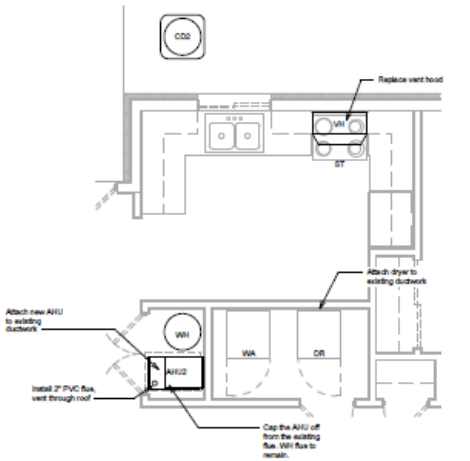
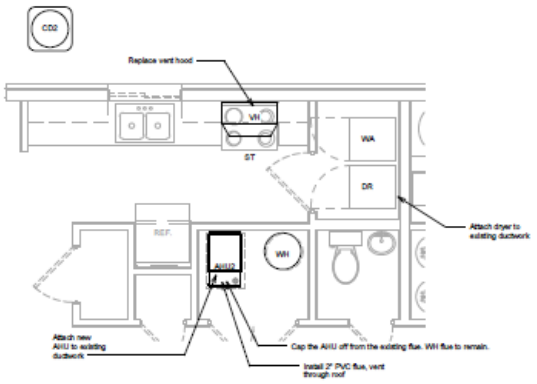
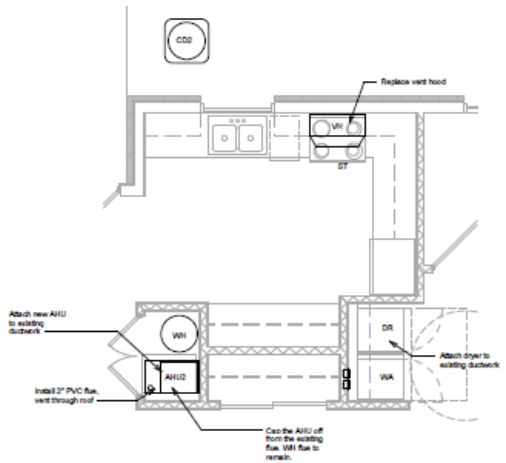
E6



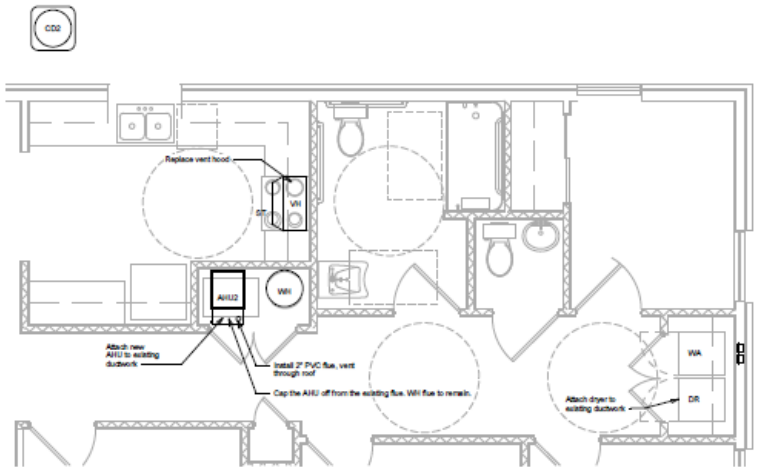
1 Mechanical Plan 3BR
3/8" = 1'-0"



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.

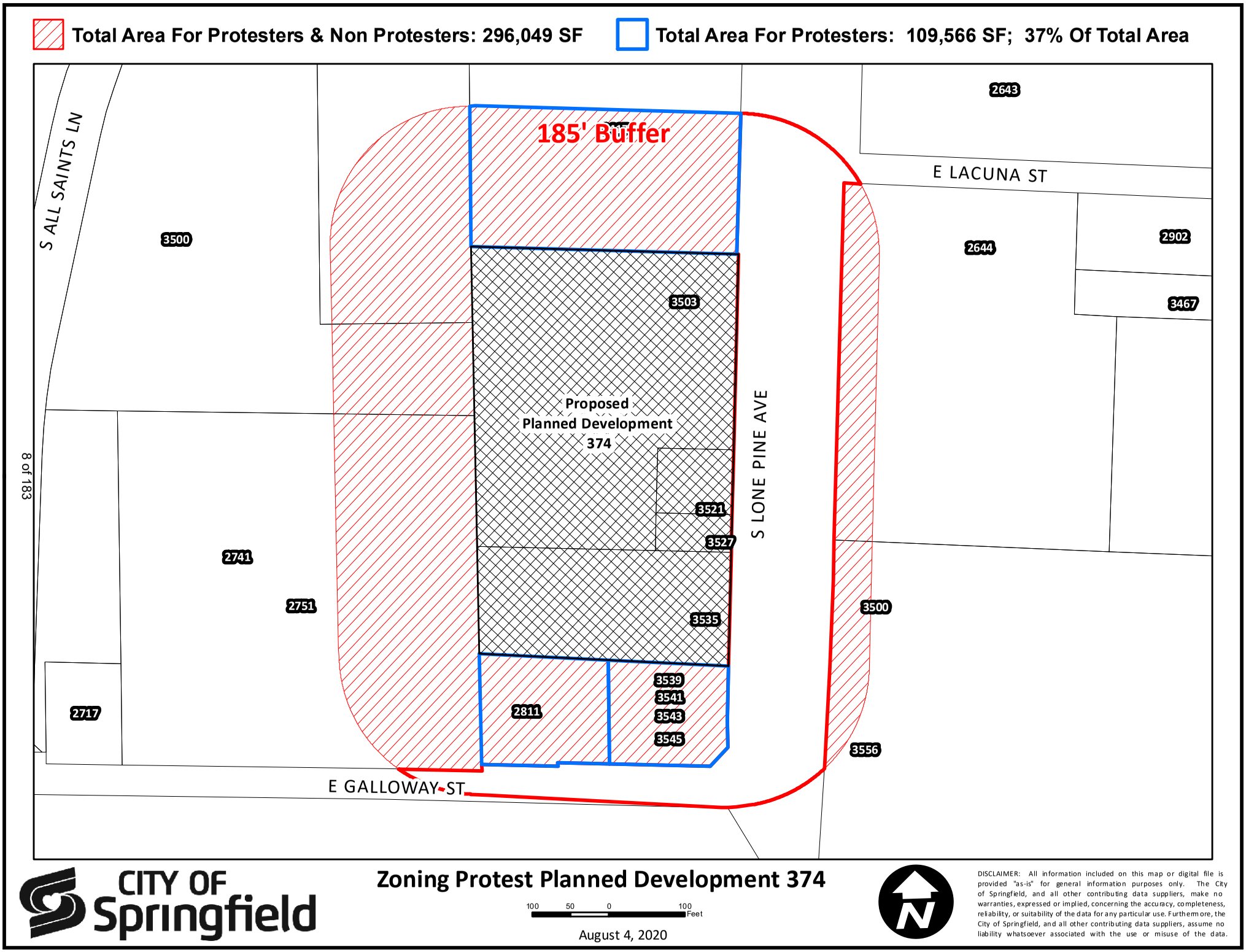
Therefore, the 30% threshold established by statute requiring a 2/3 majority vote of City Council for approval of this Council Bill has been achieved.

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.

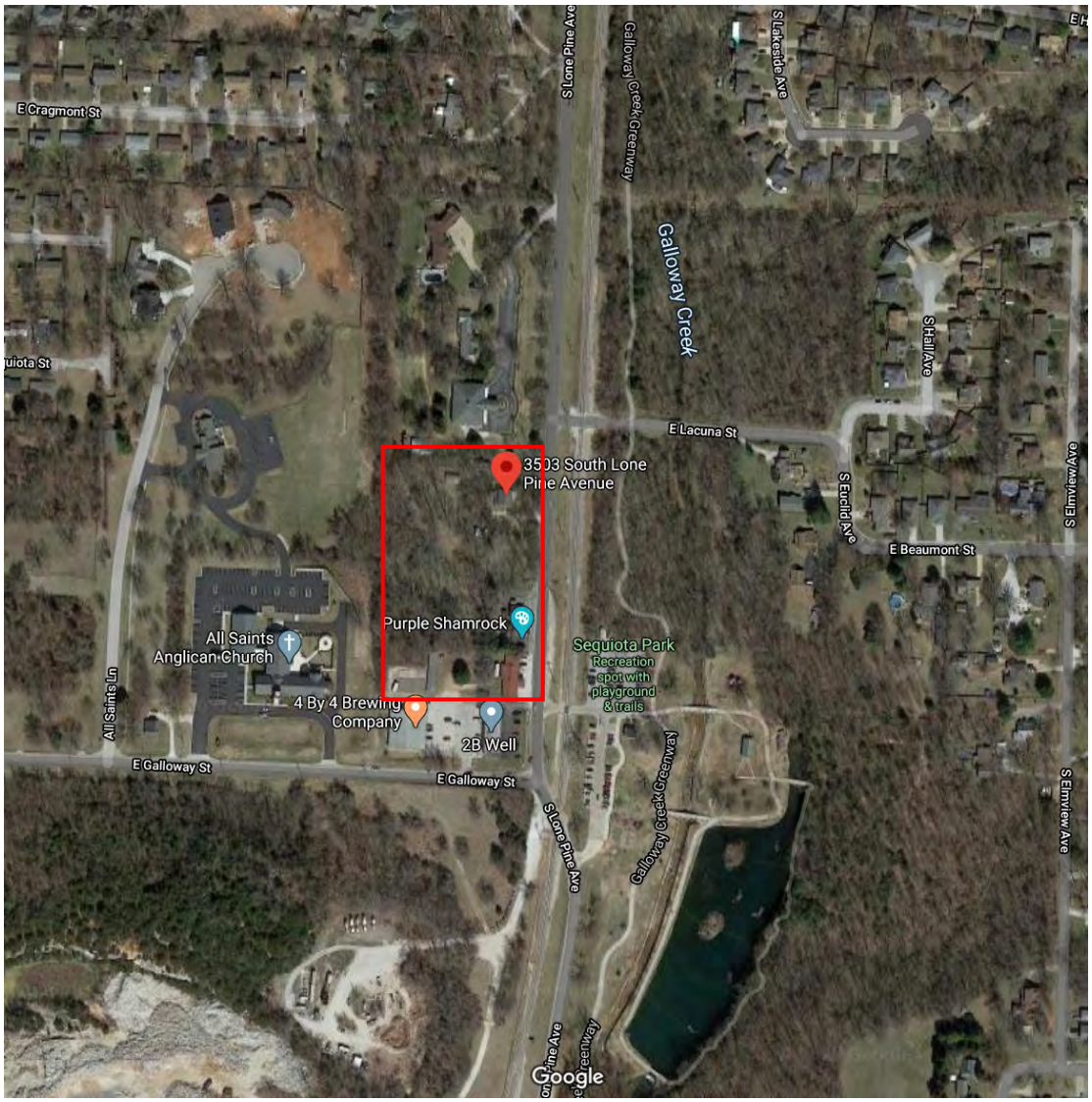
4. The proposed Planned Development is proposing to preserve the existing structures (Treadway Building, Purple Shamrock and Sequiota Bike Shop) located at 3521, 3527 and 3535 S. Lone Pine Avenue to preserve and rehabilitate following the Secretary of Interior's Standards for Rehabilitation and minimum 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:

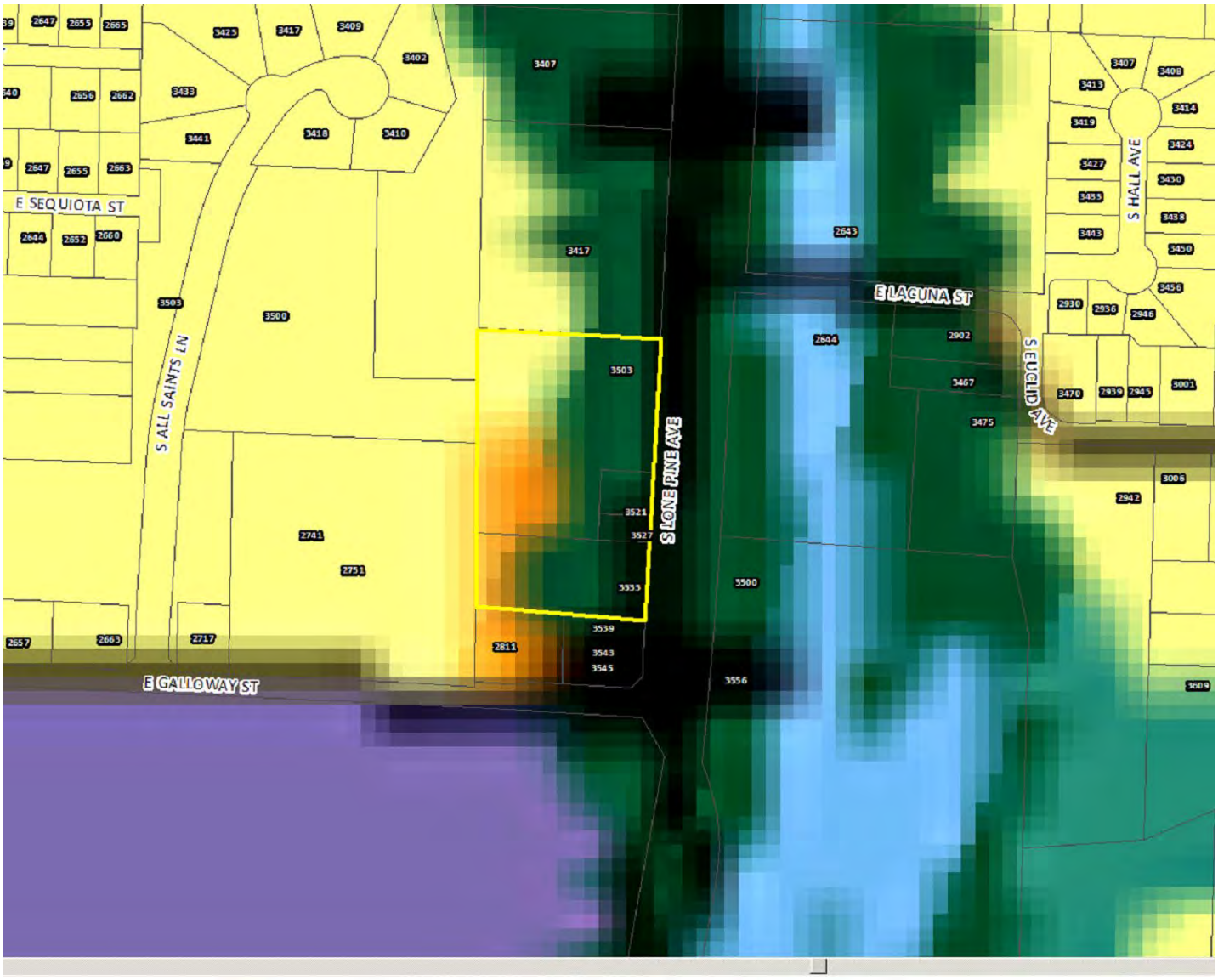


GOOGLE MAPS STREET VIEW:




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:

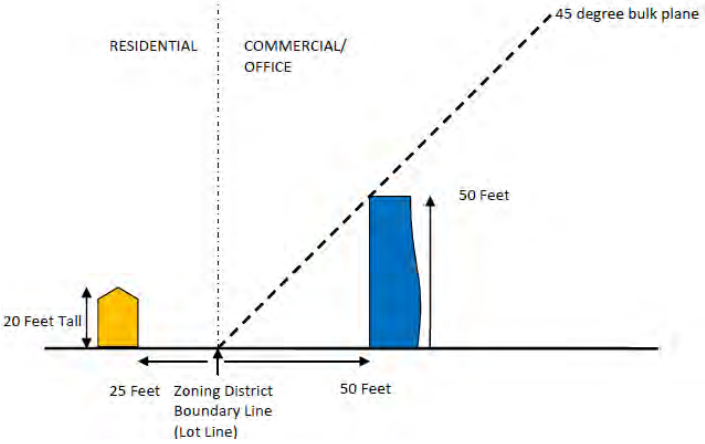
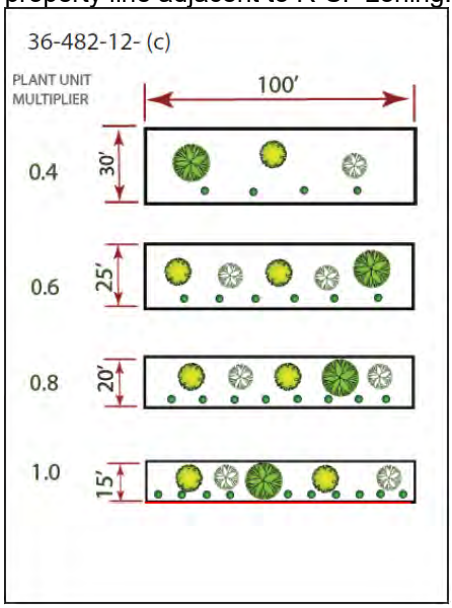
Sec. 36-367. – Amendments

(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."

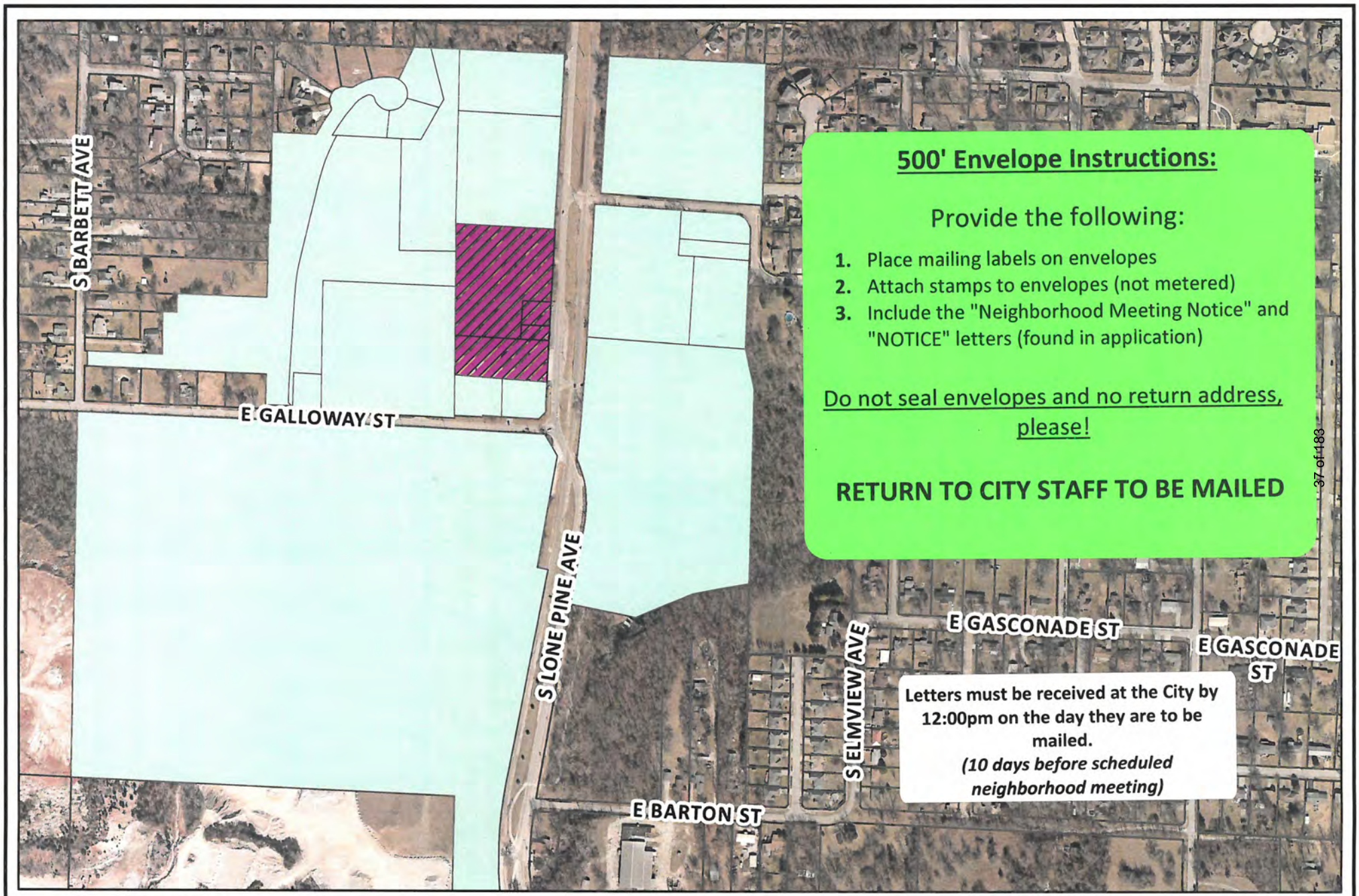
Jane Earnhart

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

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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		

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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.		

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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

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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.

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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

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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

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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

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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

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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

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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.

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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.		

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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.		

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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.		

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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.		

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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?		

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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?		

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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

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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:			

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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:			

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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:			

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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:			

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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.		

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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!!!		

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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

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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

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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

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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.		

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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

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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		

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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

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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

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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

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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

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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.

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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

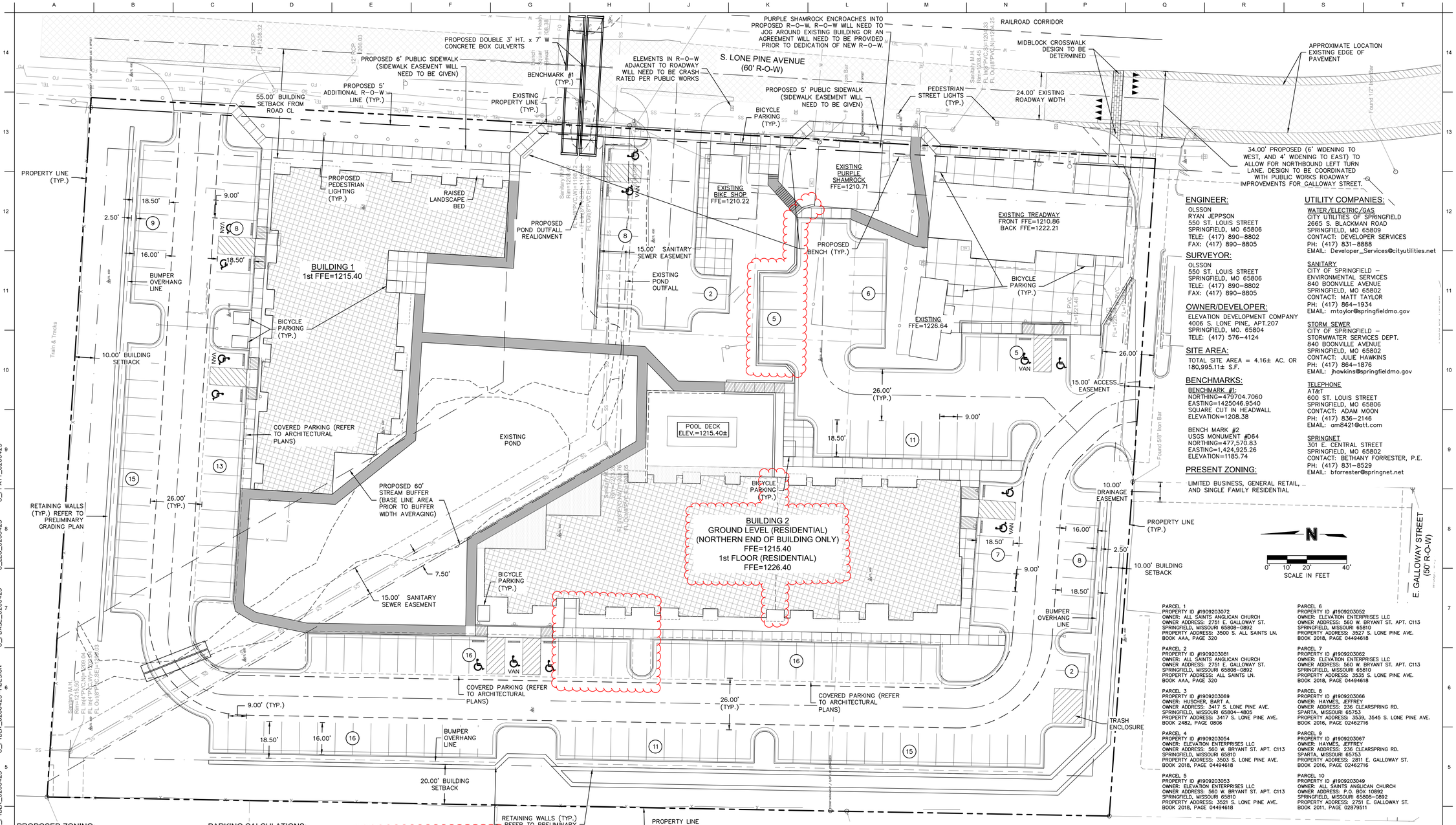
A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements 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
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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

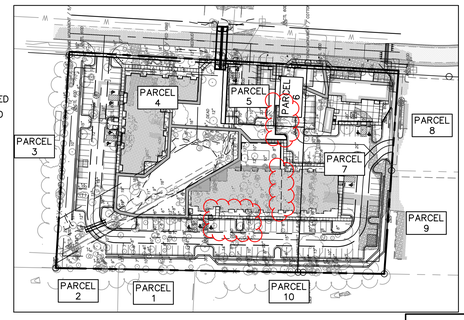
PARKING REQUIRED 136 + 25 =161

PARKING PROVIDED:
ON GRADE =173

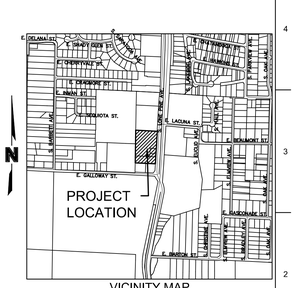
BIKE REDUCTION IS 18 SPACES. 2 BICYCLE SPACES PER PARKING SPACE=36 BIKE PARKING.
= 4 BICYCLE SPACES (8'x 6' PAD)

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'

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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

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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
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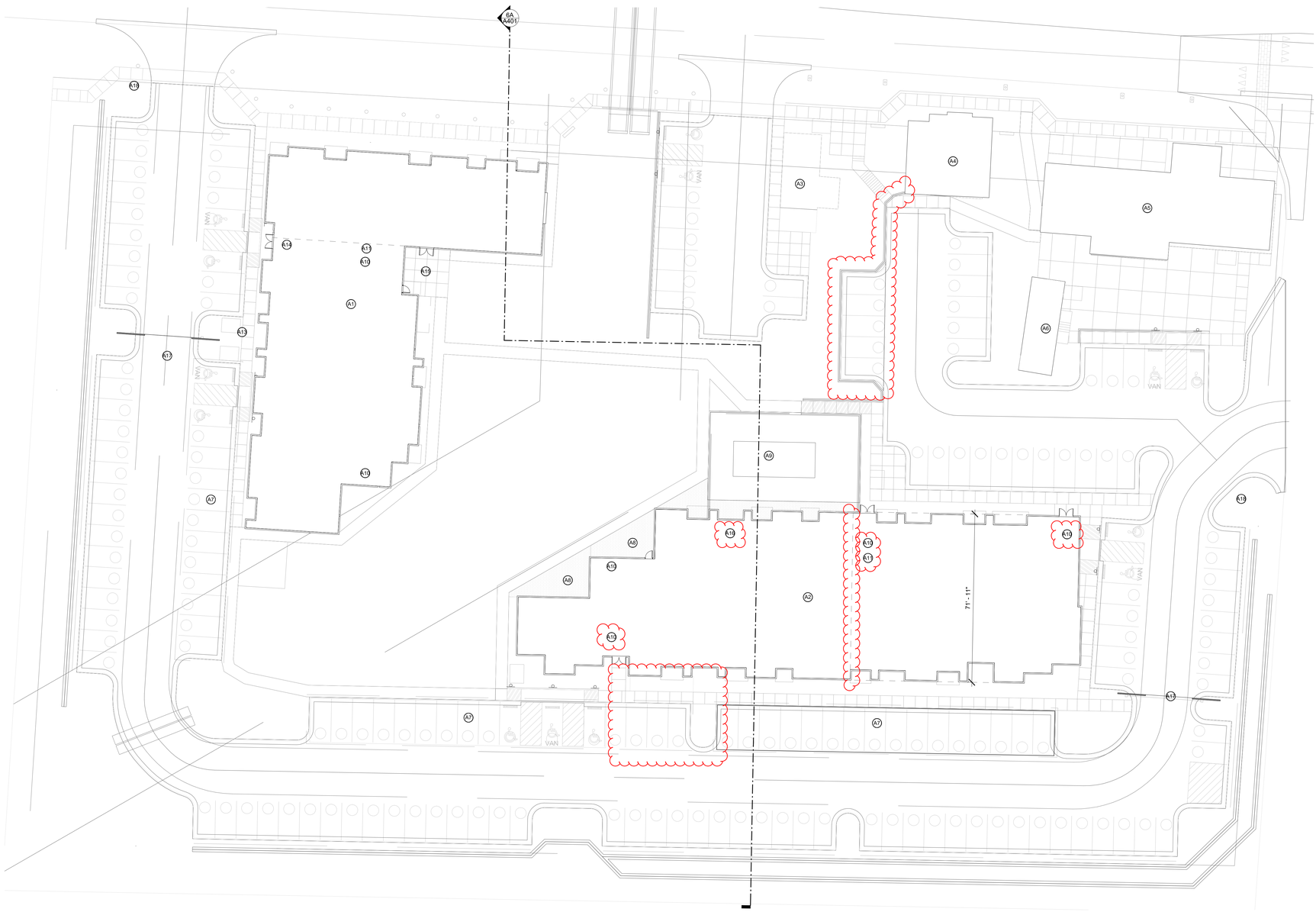

4A
A101

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
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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

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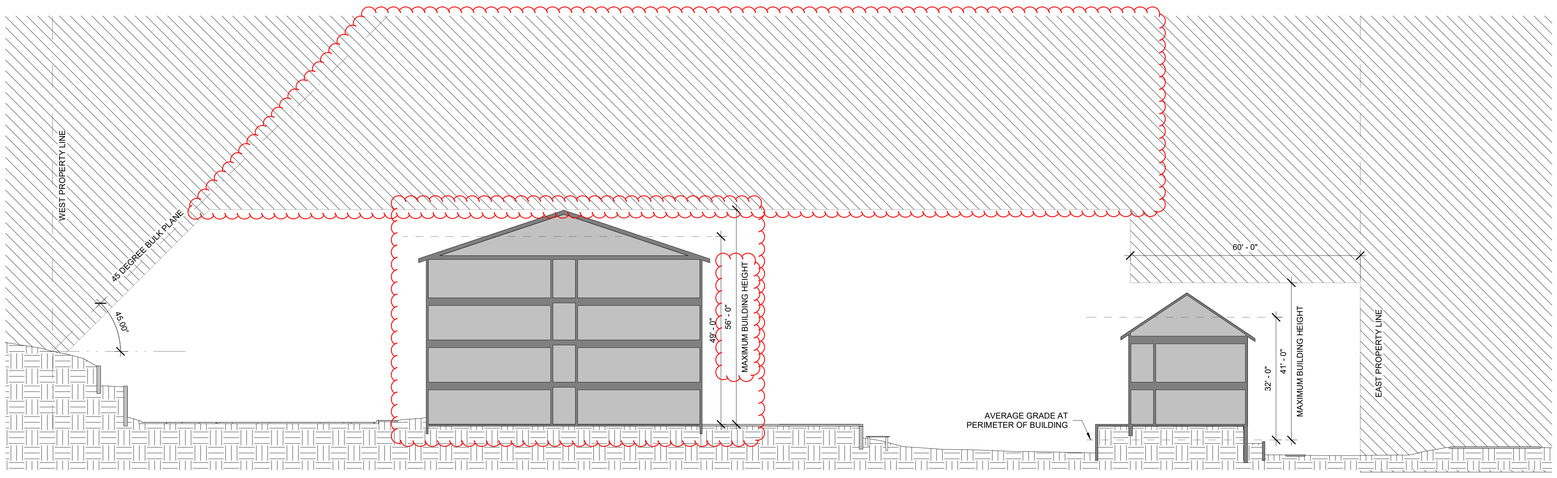
PROJECT TITLE

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

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architecture + design
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OWNER
ELEVATION DEVELOPMENT CO.

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REVISIONS

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PROFESSIONAL SEAL

STATE OF MISSOURI
BRENT M STEVENS
NUMBER A-2000151418
ARCHITECT

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PROJECT ADDRESS:
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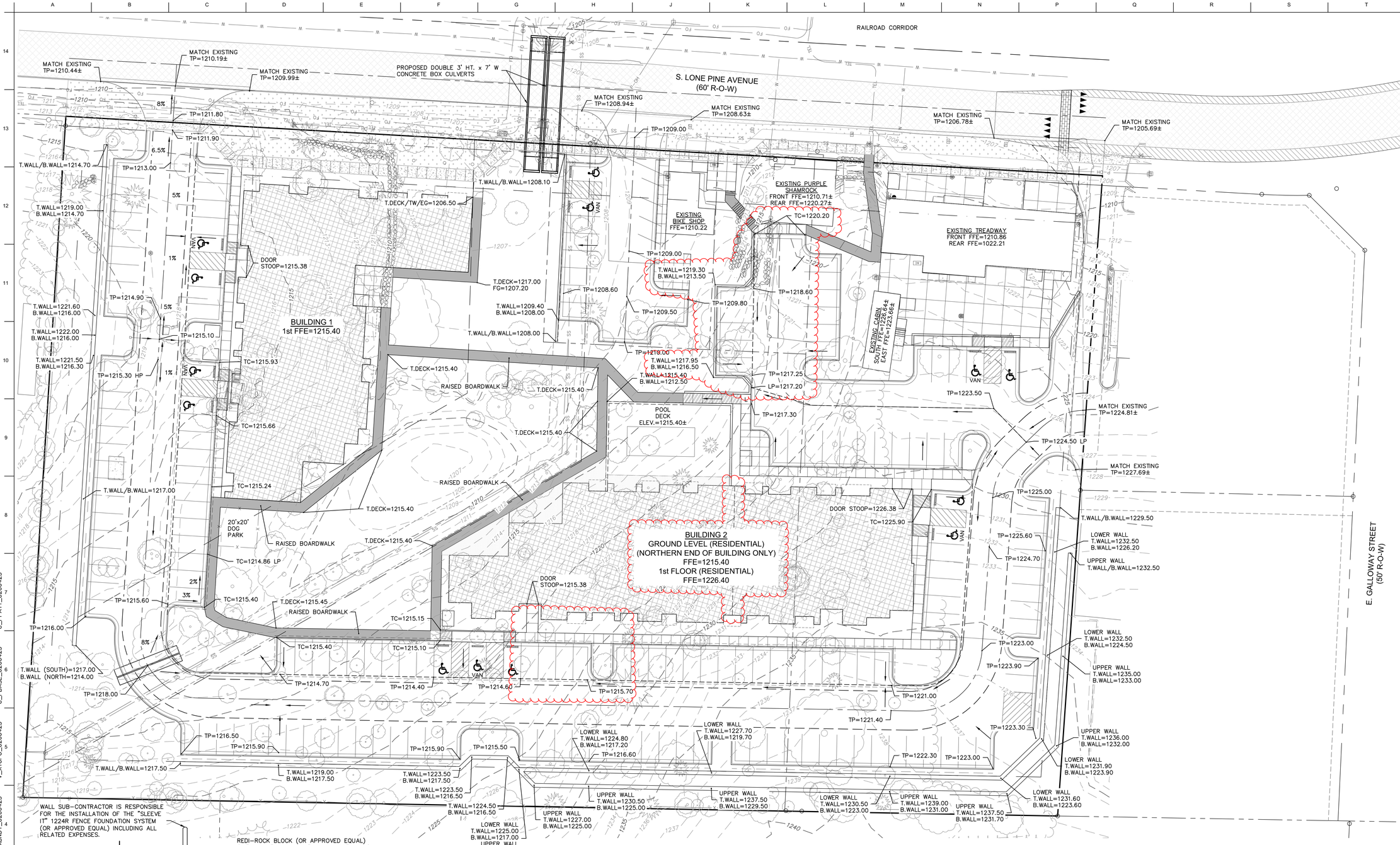
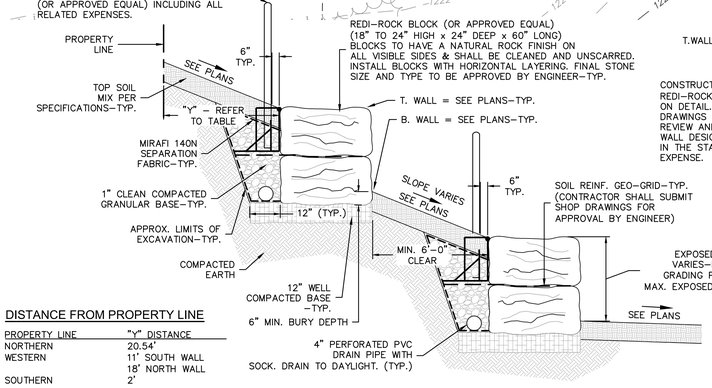
SPRINGFIELD, MISSOURI 65804

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

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OWNER
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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

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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

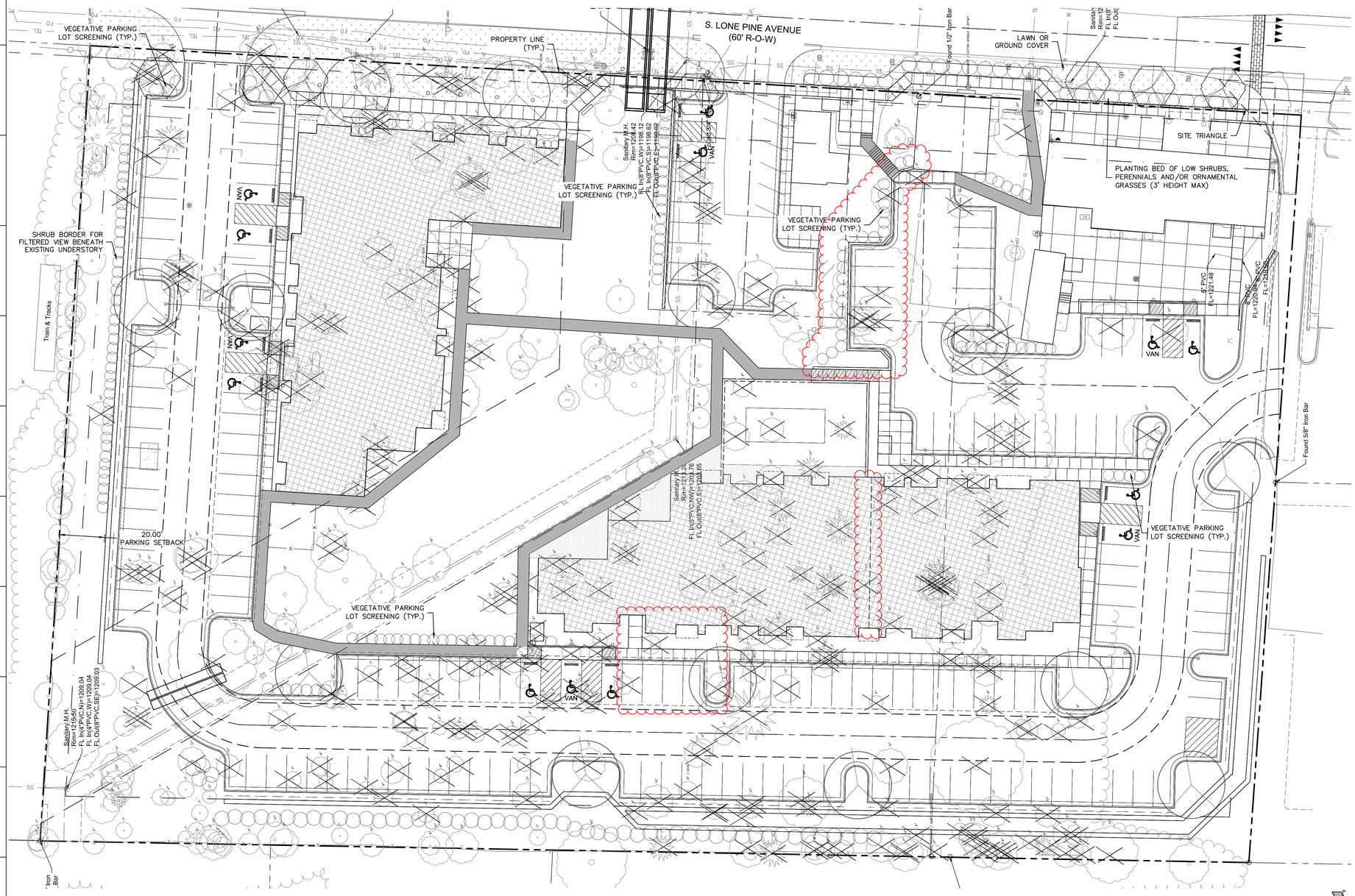
EXISTING TREES TO BE REMOVED. ALL OTHER EXISTING TREES TO BE PRESERVED. (SEE EXISTING TREE REMOVAL TABLE FOR SIZE AND QUANTITY OF REMOVED TREES)

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

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PROFESSIONAL SEAL

STATE OF MISSOURI
JANE K. DONEY EARNHART
NUMBER LA-00013
LANDSCAPE ARCHITECT

JANE K. DONEY EARNHART
LANDSCAPE ARCHITECT
MO# LA–00013

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SPRINGFIELD, MISSOURI 65804

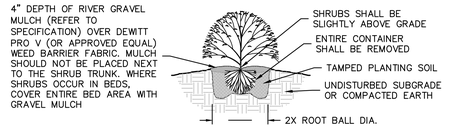
PRELIMINARY LANDSCAPE PLAN

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.

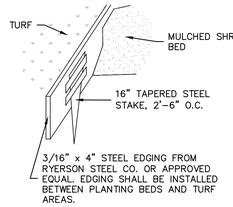


SHRUB PLANTING DETAIL
NOT TO SCALE

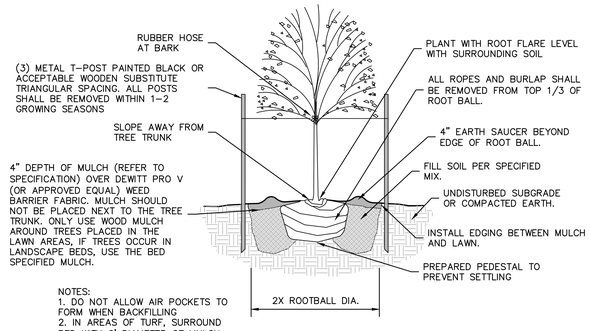
NOTES:
1. MINIMUM ROOT SPREAD TO BE IN ACCORDANCE WITH AAN STANDARDS
2. PRUNE DAMAGED LIMBS OR ROOTS AFTER INSTALLATION
3. MAKE SURE ROOTS DO NOT DRY OUT DURING INSTALLATION
4. SOAK GENEROUSLY TO COMPACT AND SETTLE

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).



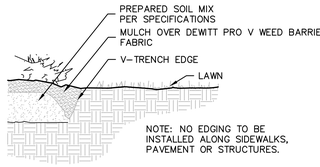
STEEL EDGING DETAIL
NOT TO SCALE
(TO BE USED BETWEEN SHRUB BEDS AND LAWN AREAS)



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

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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

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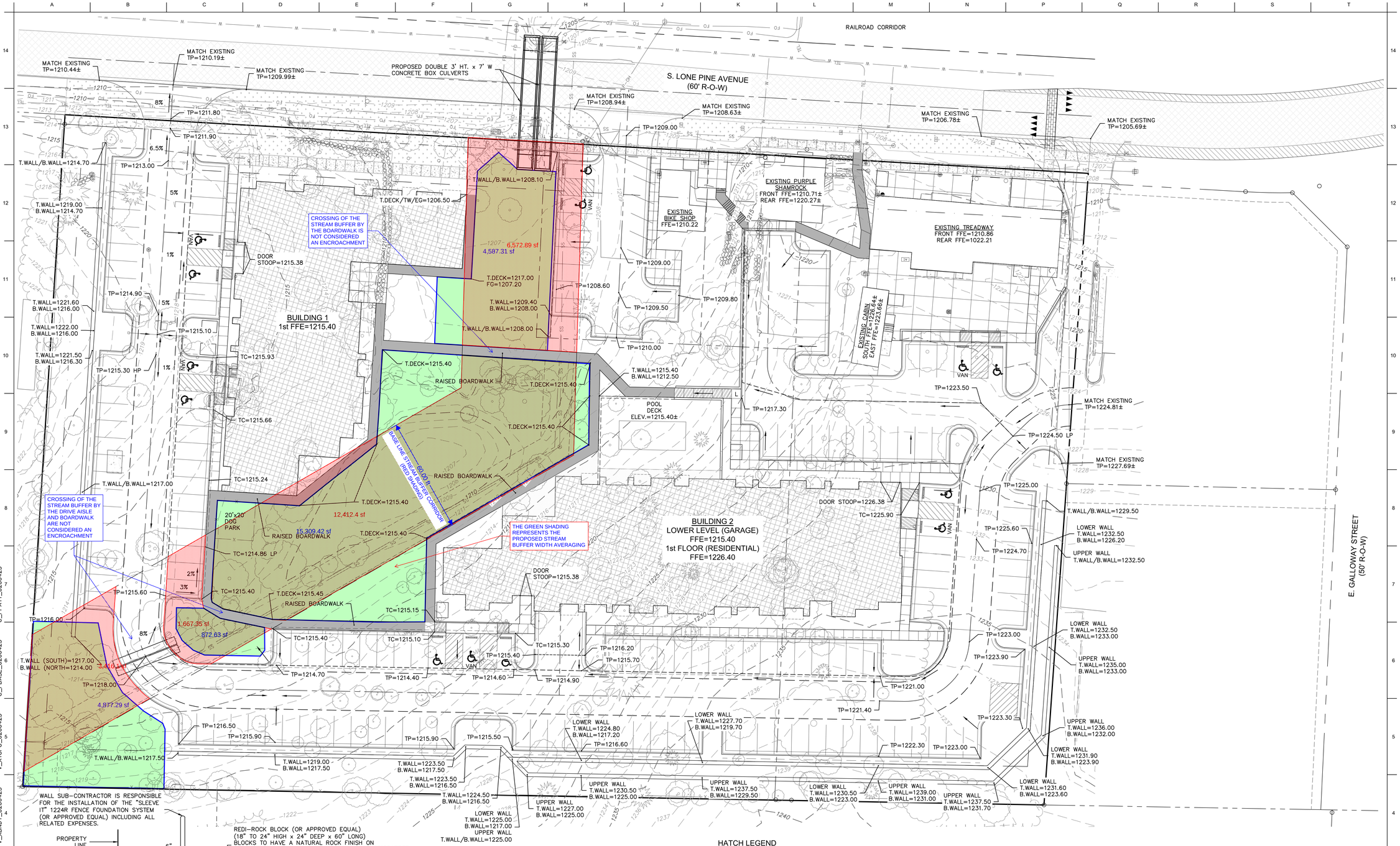
PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

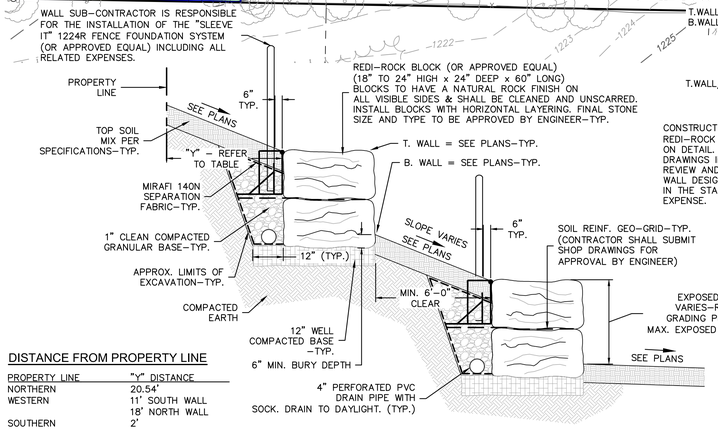
NOTES AND CALCULATIONS

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

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Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
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REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 07.06.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL

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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_GRD01_0200425.dwg
DATE: Jun 08, 2020 3:46pm
XREFS: C_PBK_0200425.dwg C_PPATT_0200425
USER: jlangsaue



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

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architecture + design

5039 S National Avenue I Springfield, MO 65810 I 417.887.6595

OWNER

ELEVATION DEVELOPMENT CO.

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LANDSCAPE ARCHITECT
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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

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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:

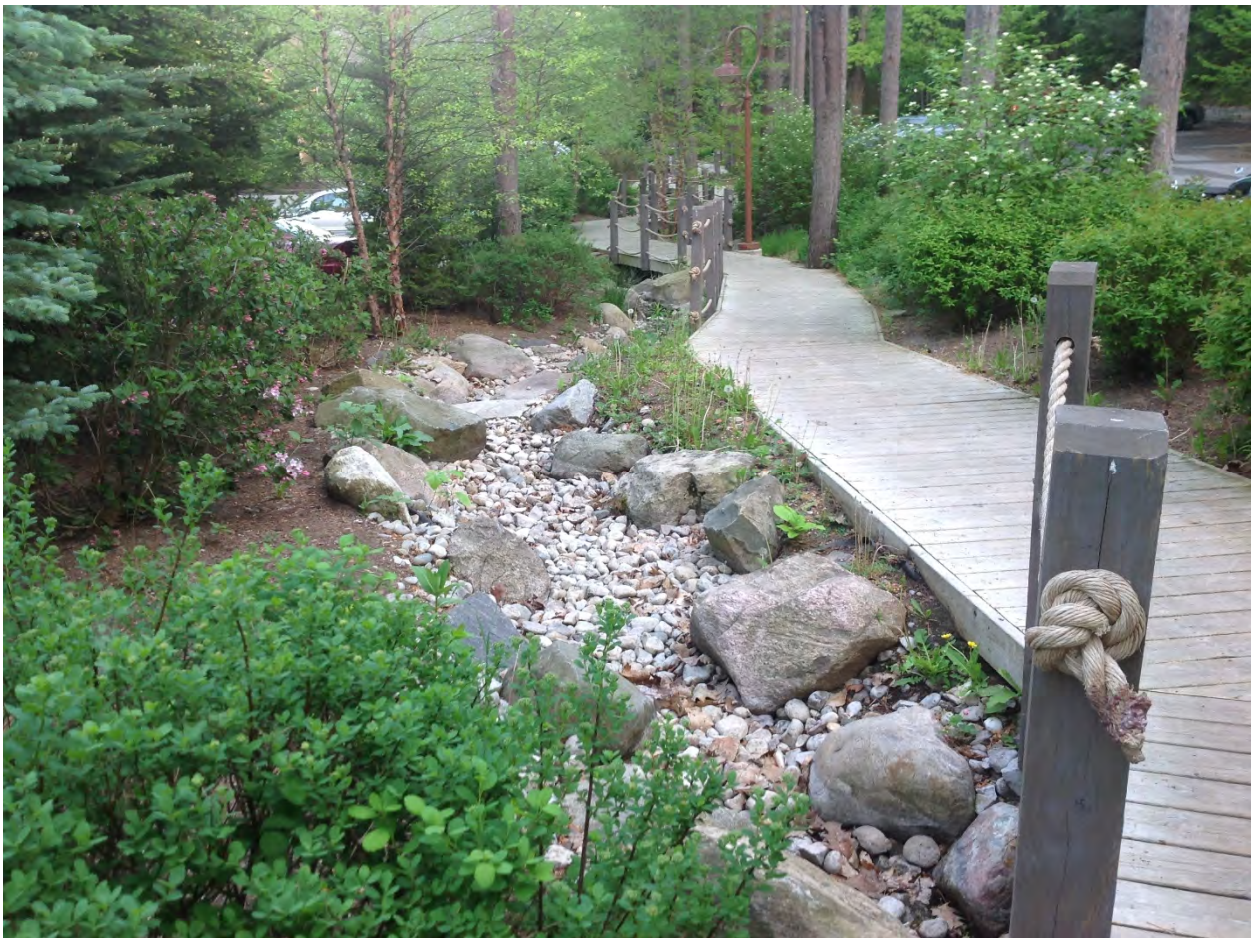
Please see the Stream Buffer Exhibit that illustrates the baseline 60' wide stream buffer in red, and the proposed buffer/mitigation area in green. The green area is intended to offset the square feet of site development encroachments (excluding the crossings of the buffer by the drive aisle, boardwalk 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:

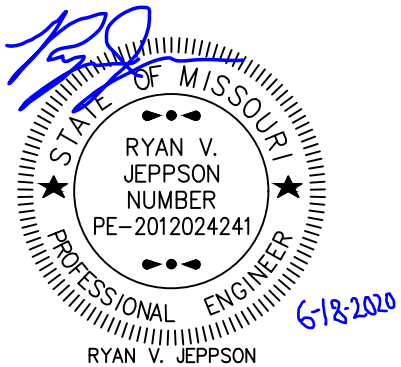
Illex glabra – Inkberry Holly
Illex verticilliata – Winterberry
Physicarpus opulifolius – Ninebark
Rhus aromatica – Fragrant sumac
Itea virginica – Virginia Sweetspire

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



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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

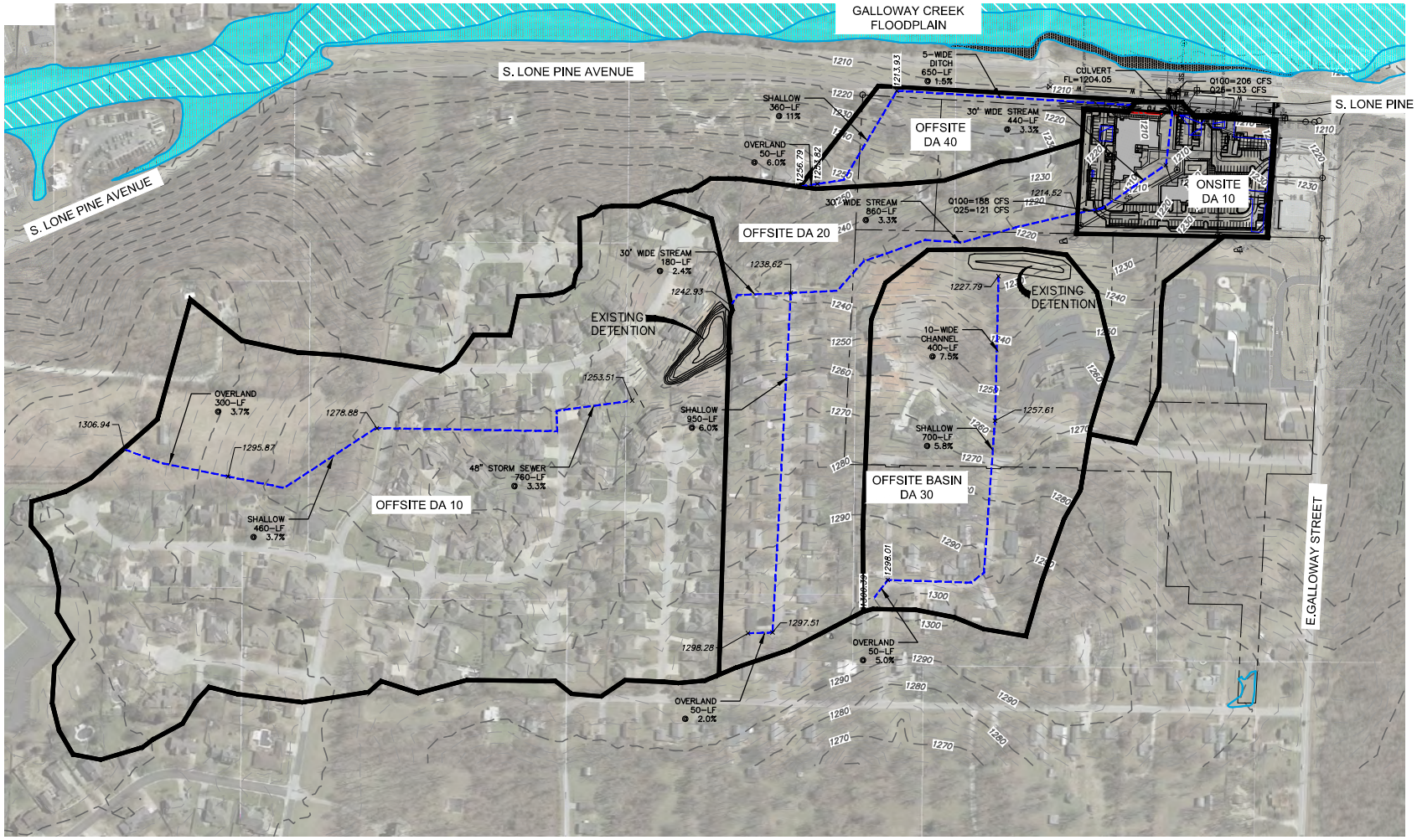
P = rainfall depth = 1 inch
R_v = volumetric runoff coefficient = 0.05 + 0.009I
I = percent impervious cover (in percent, e.g. 80% = 80)
A = total site area in acres

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.

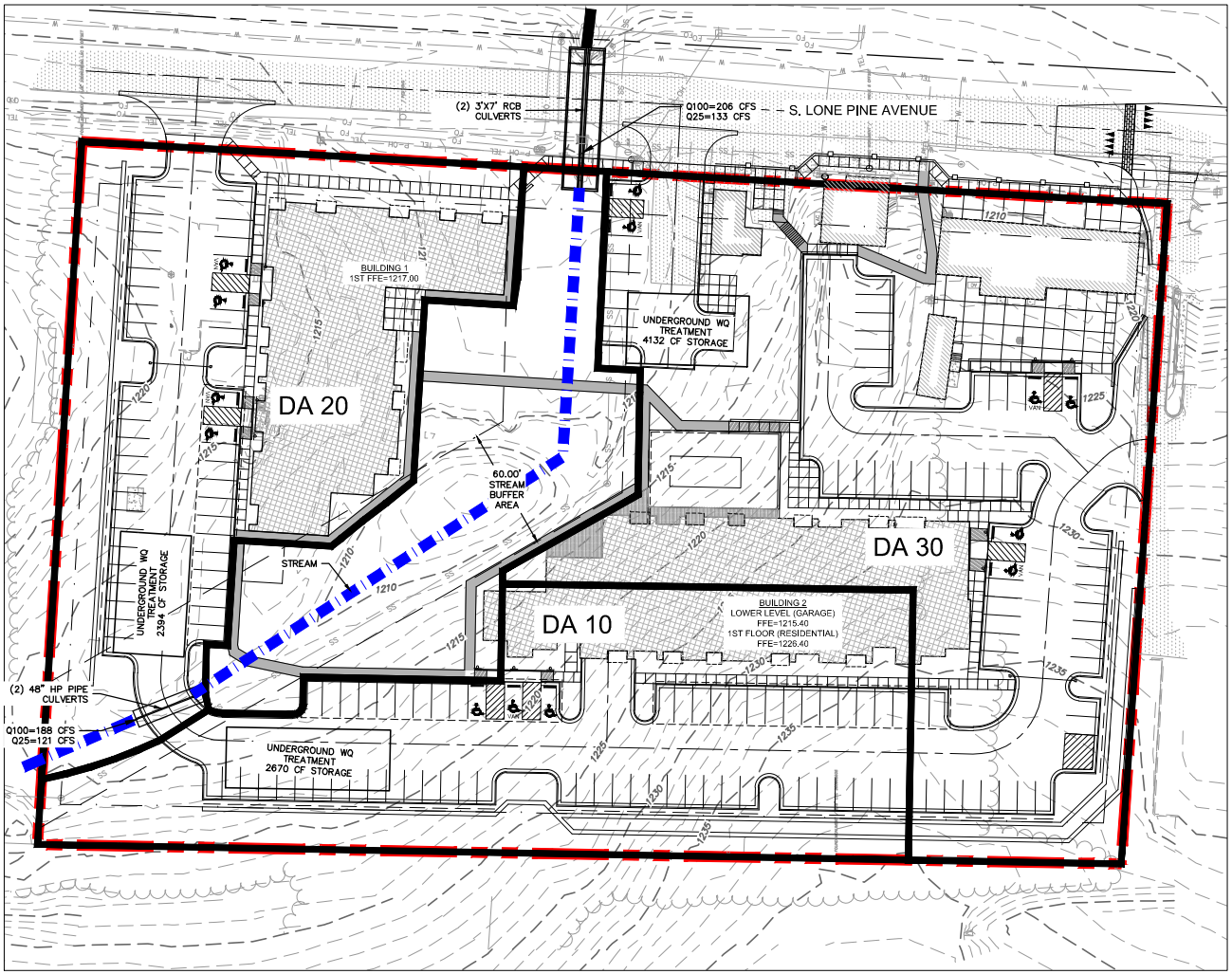


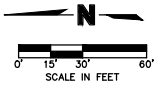
LEGEND

- 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

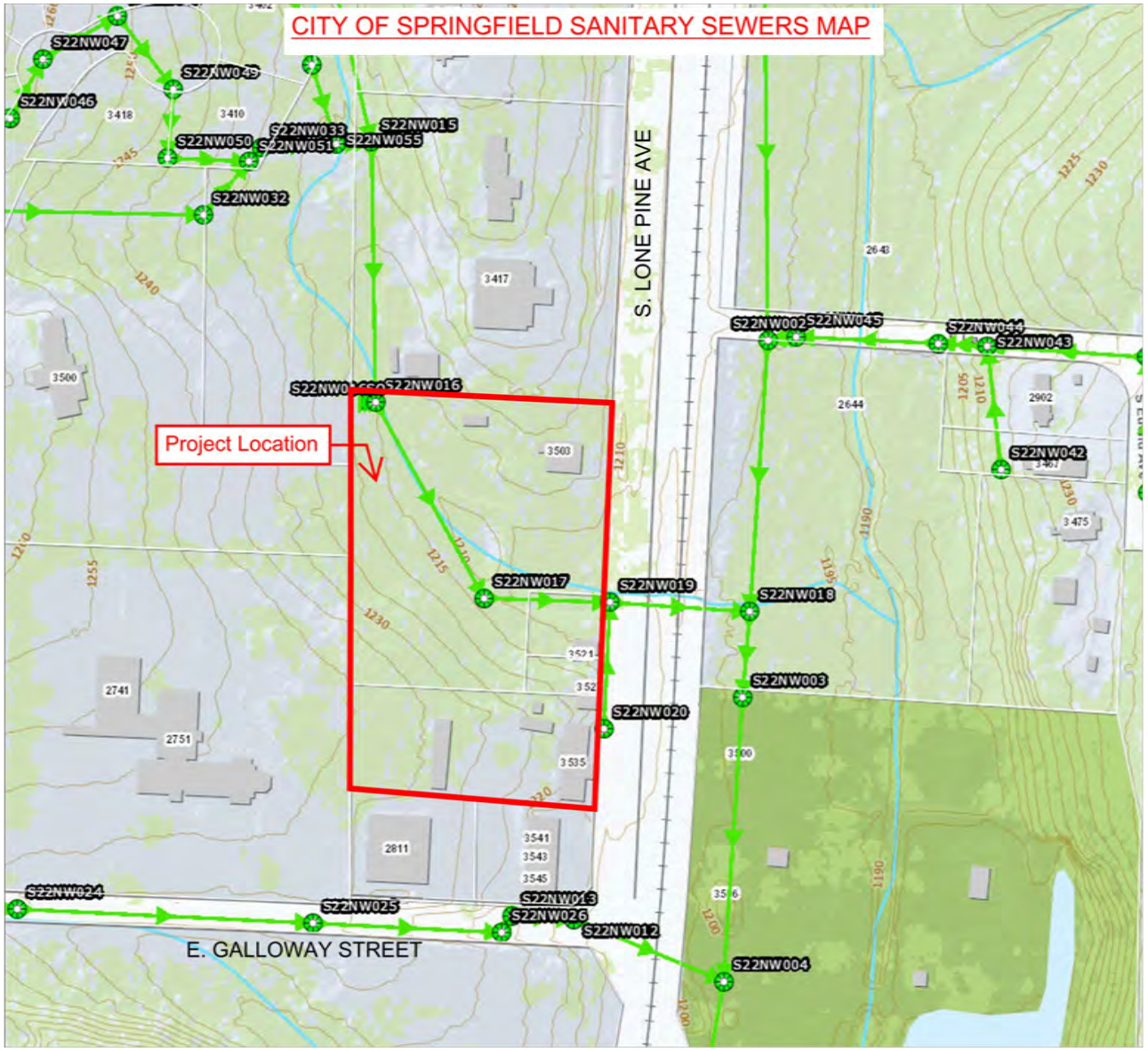
PROJECT NO: 020-0425 DRAWN BY: RVJ DATE: 06/18/2020	ONSITE POST DEVELOPMENT DRAINAGE AREA EXHIBIT	olsson 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	FIGURE 2



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

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TR-55 Tc Worksheet..... 8

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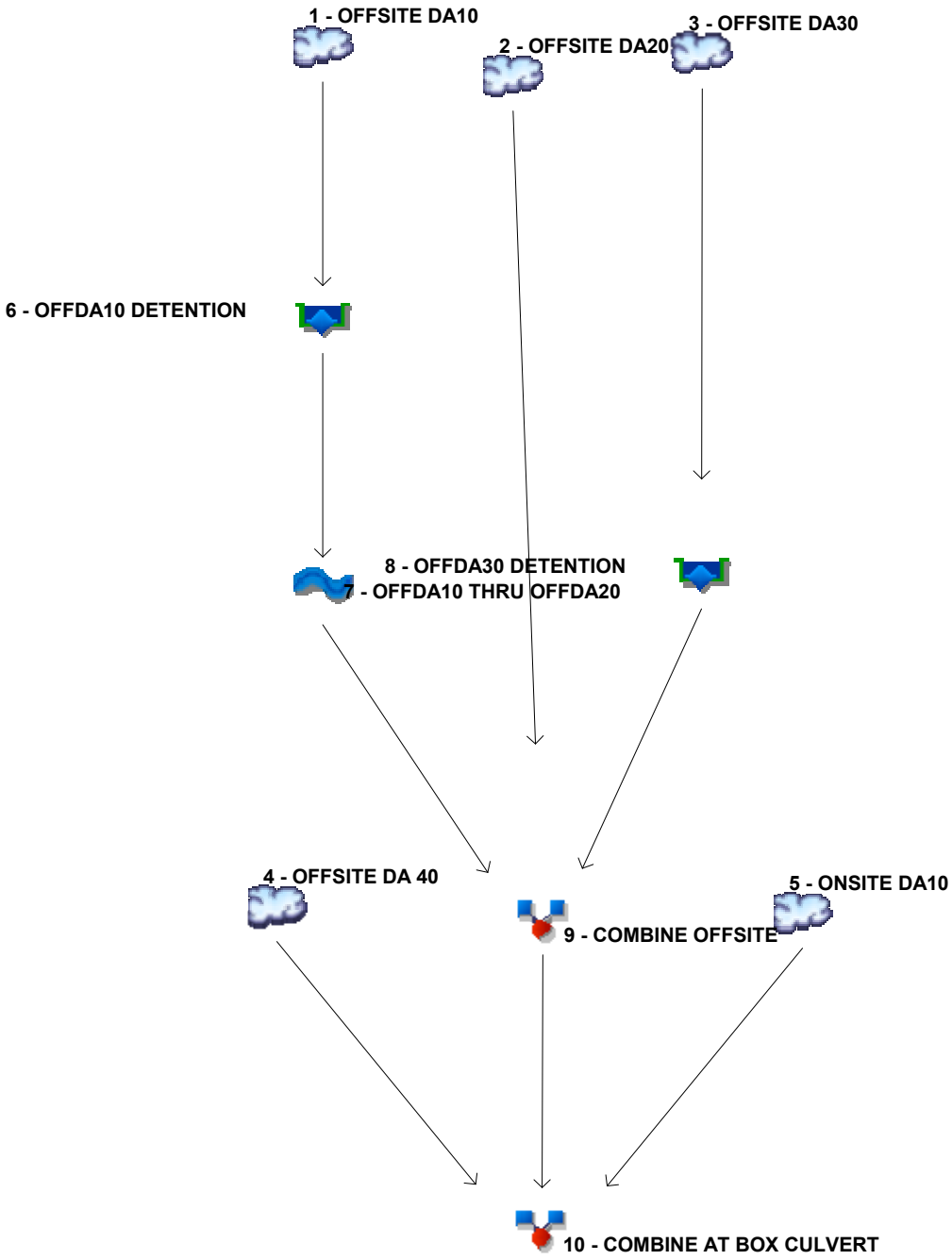
Watershed Model Schematic



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

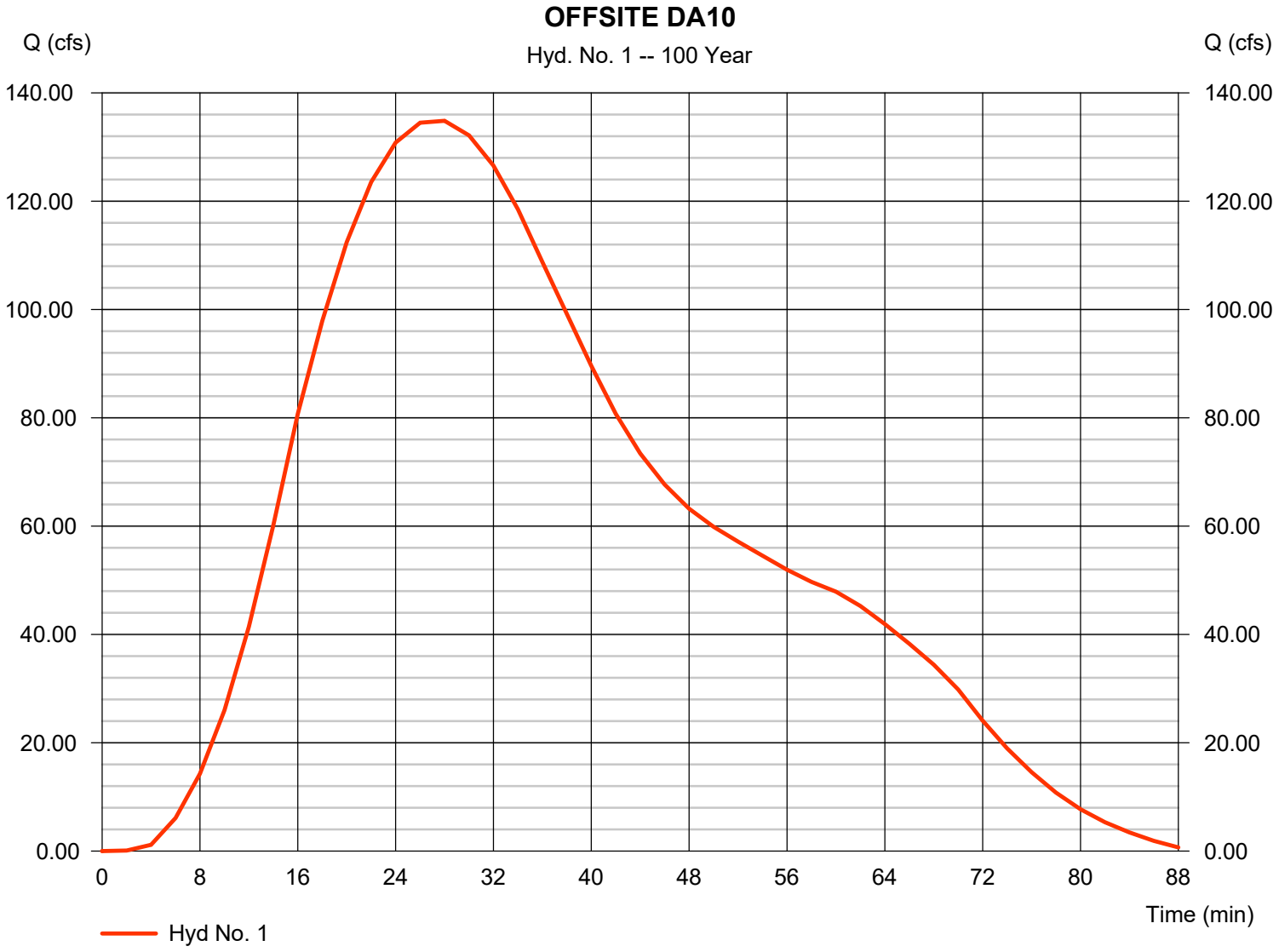
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	134.84	2	28	302,671	------	------	------	OFFSITE DA10
2	SCS Runoff	73.72	2	18	135,176	------	------	------	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**

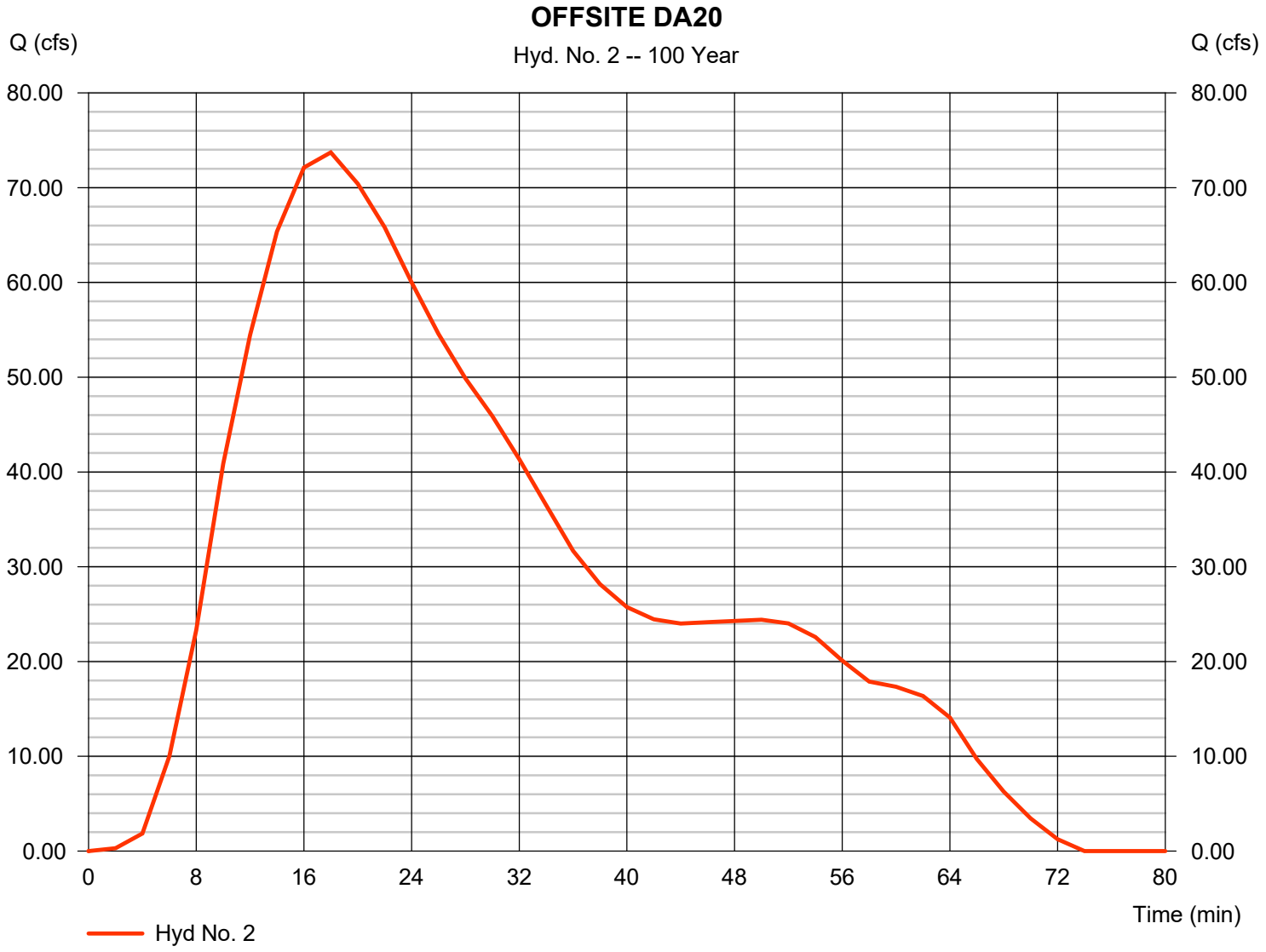
Total Travel Time, Tc ..... 20.00 min

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**

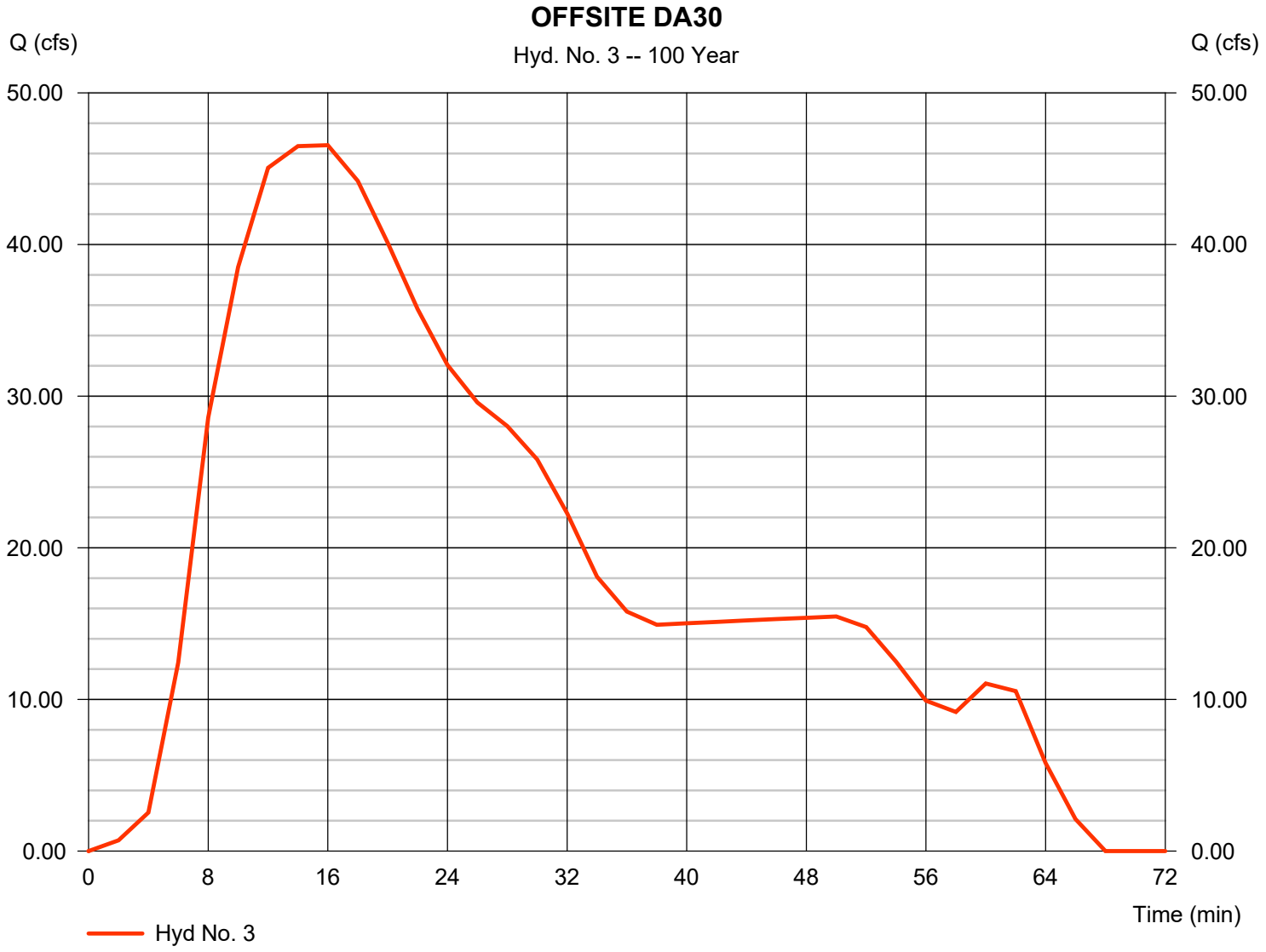
Total Travel Time, Tc ..... 9.70 min

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**

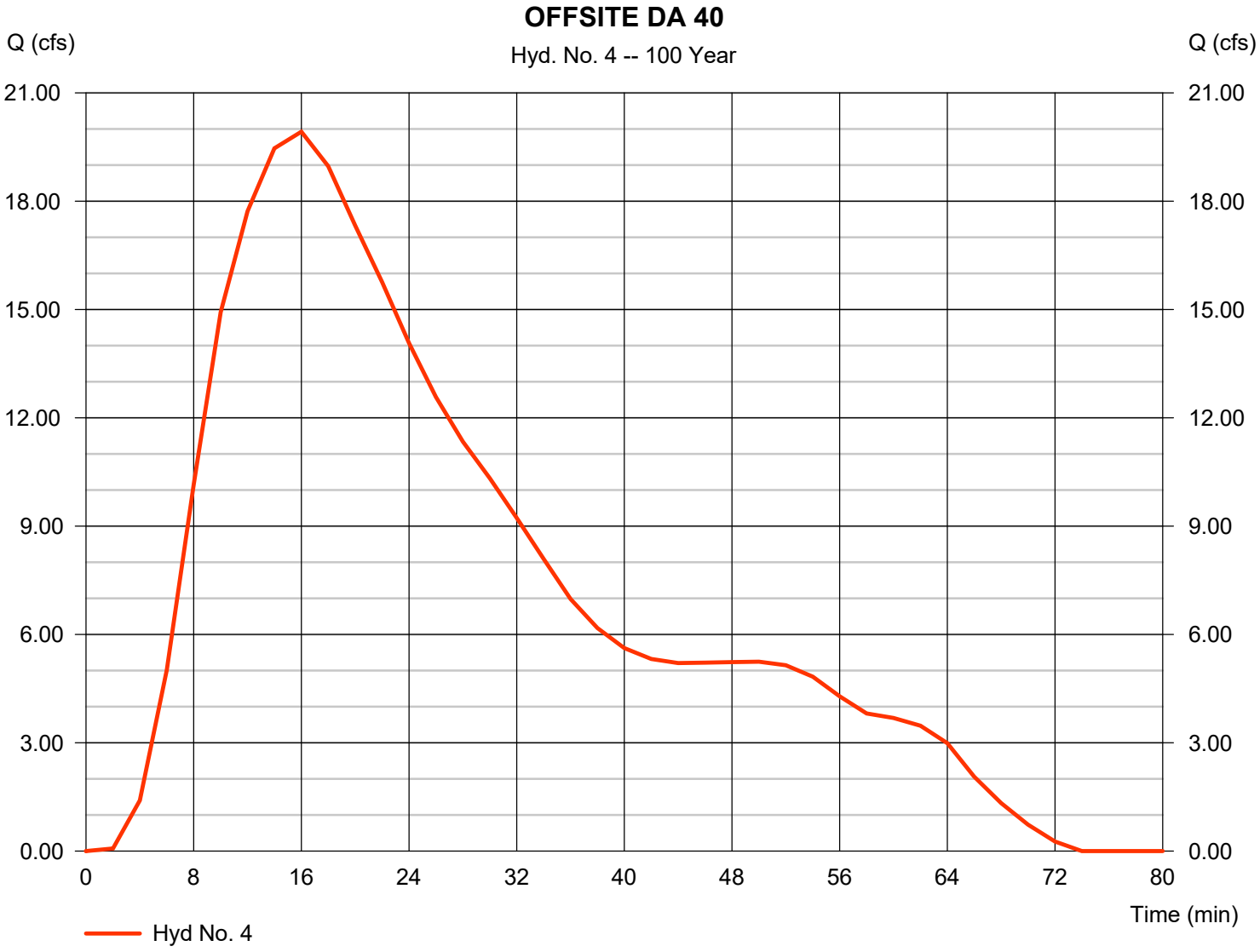
Total Travel Time, Tc ..... 6.00 min

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

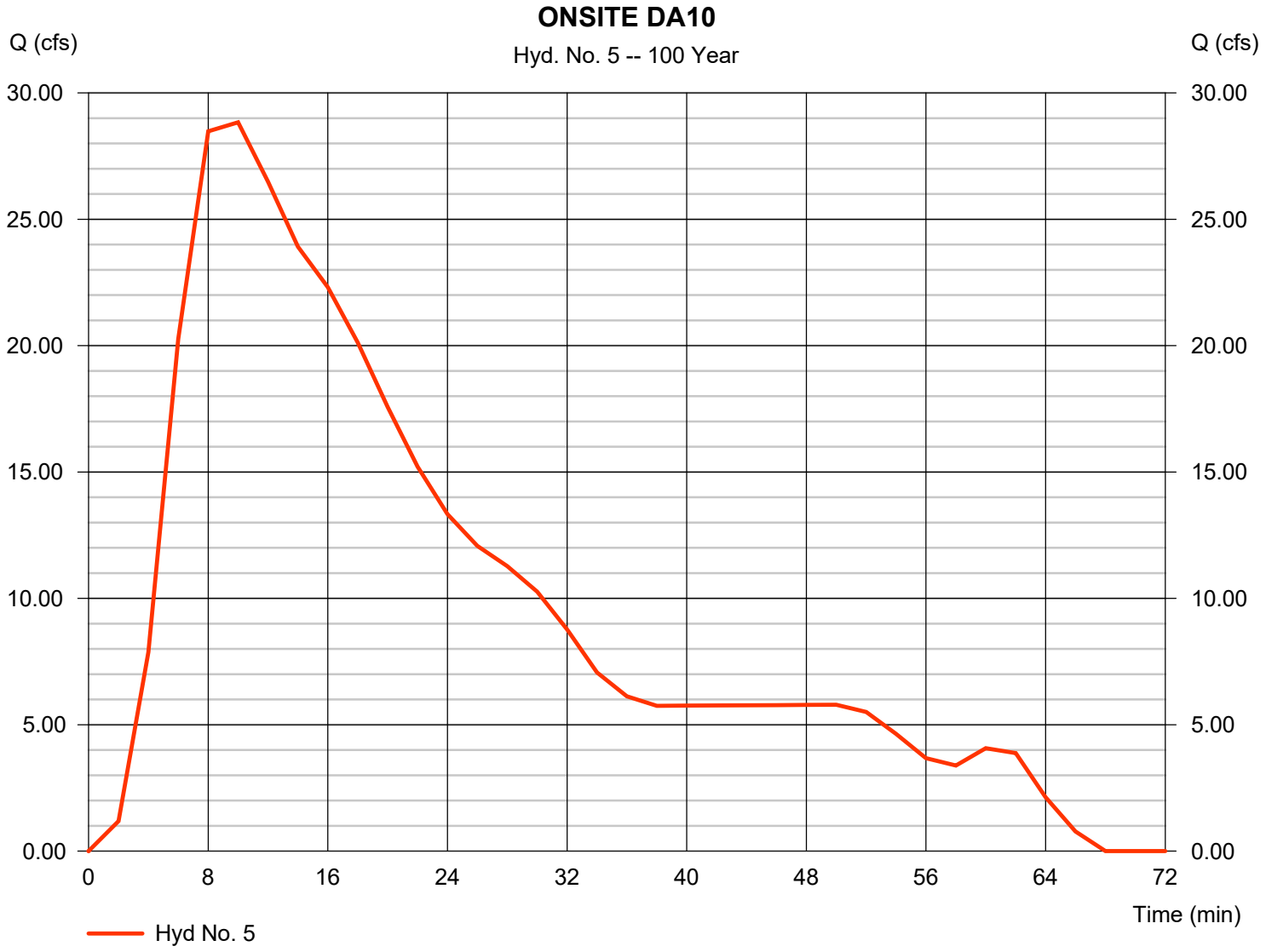
Hydrograph Report

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



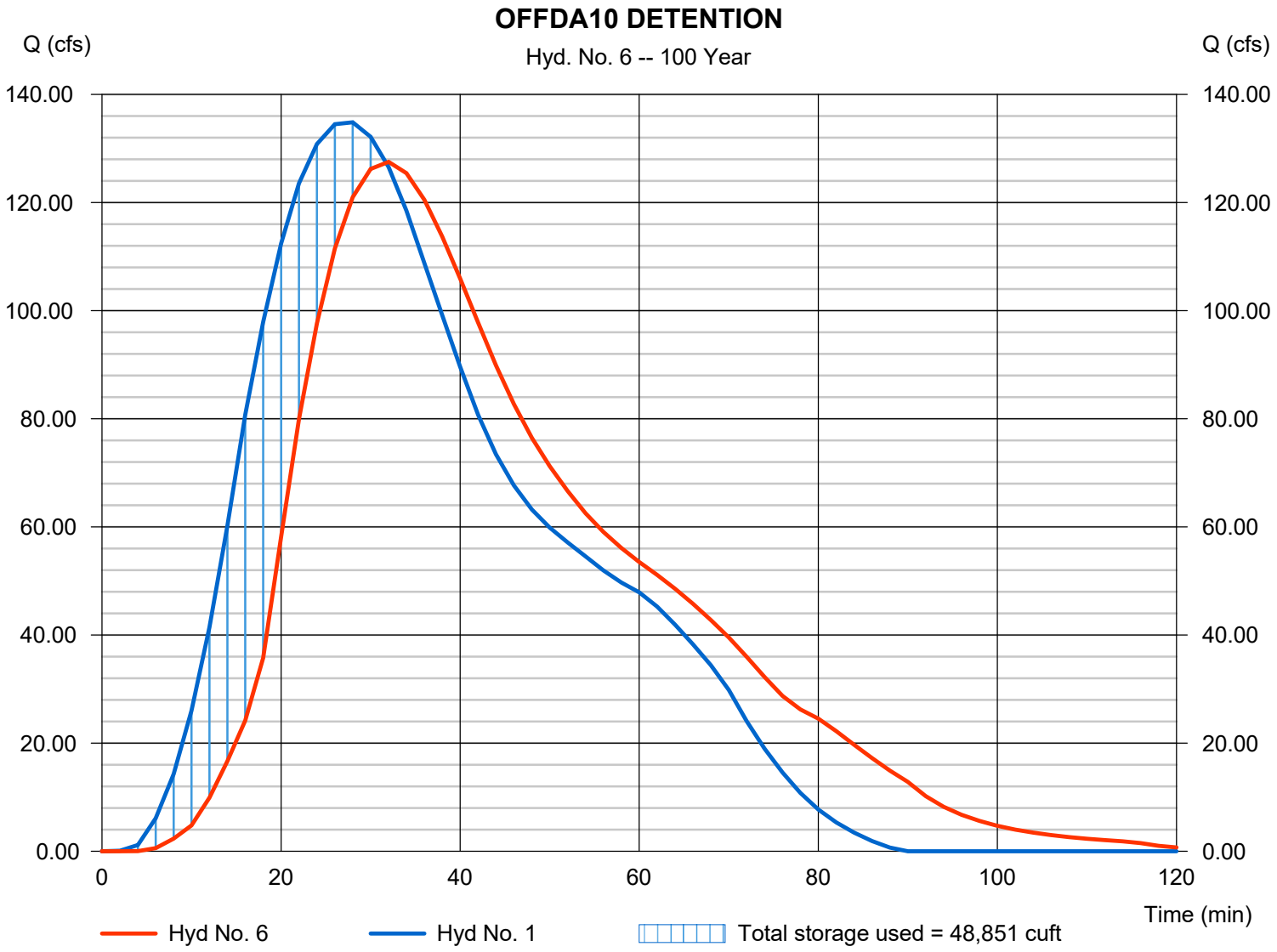
Hydrograph Report

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

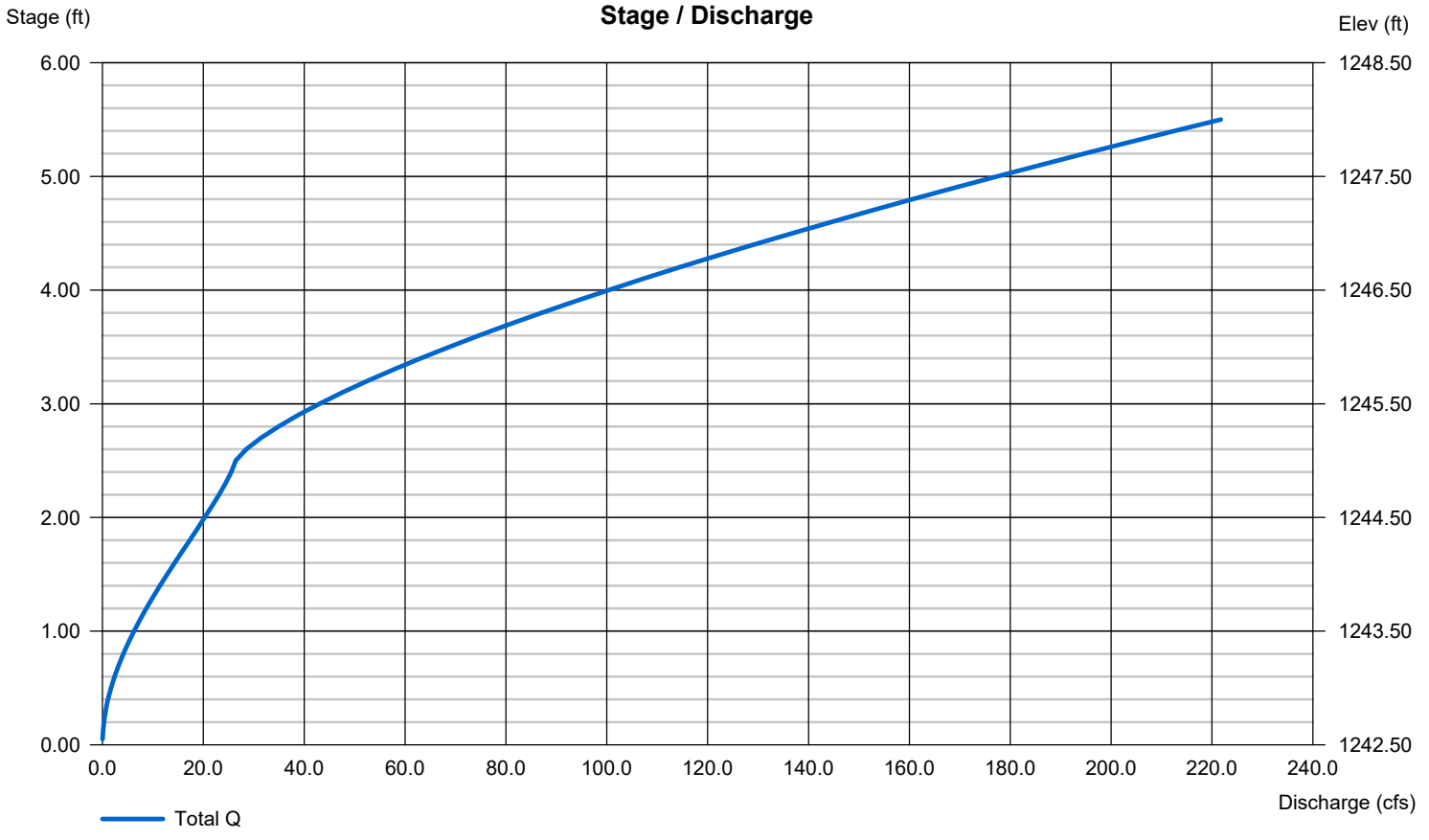
Weir Structures

	[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).



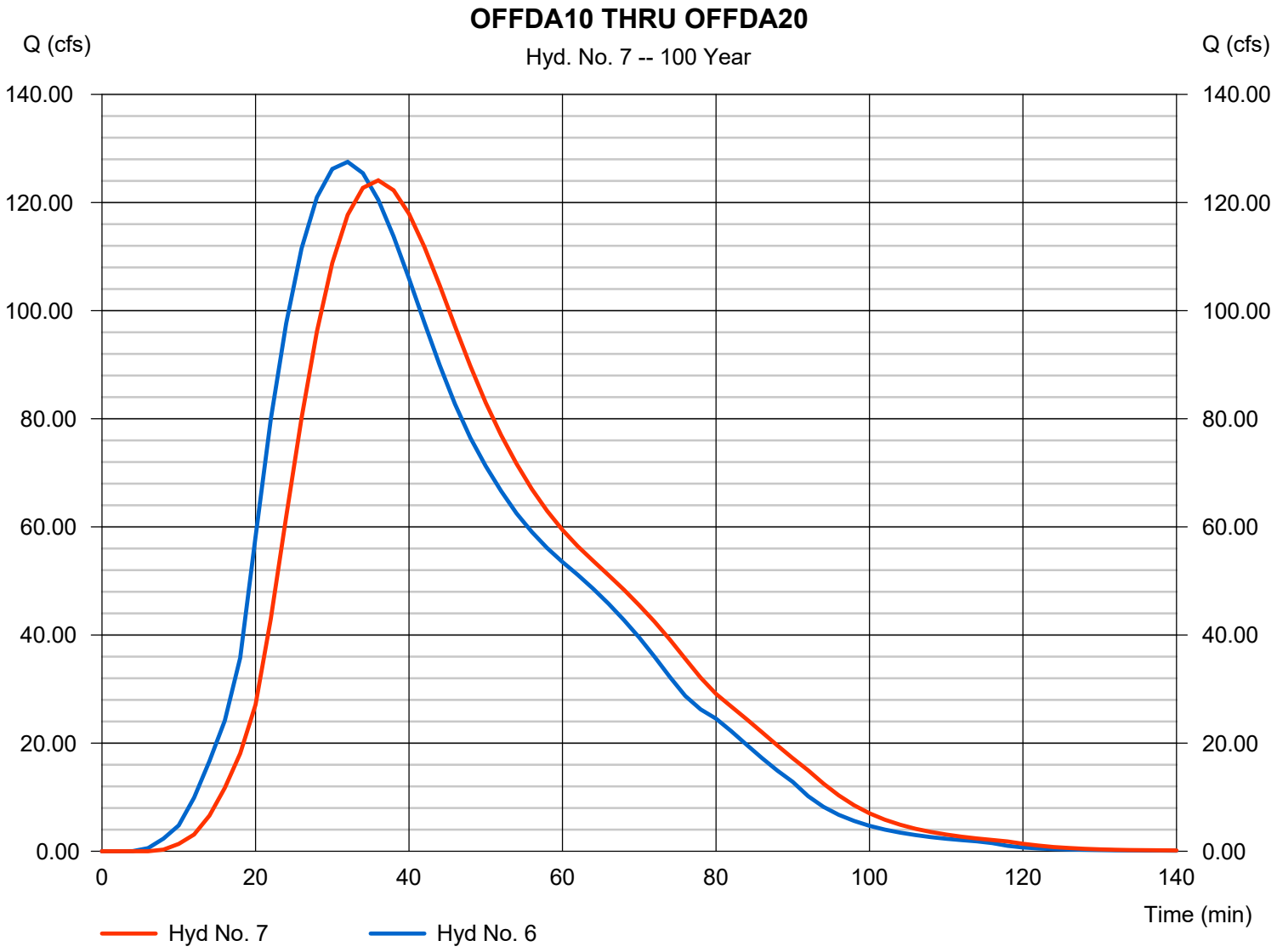
Hydrograph Report

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.



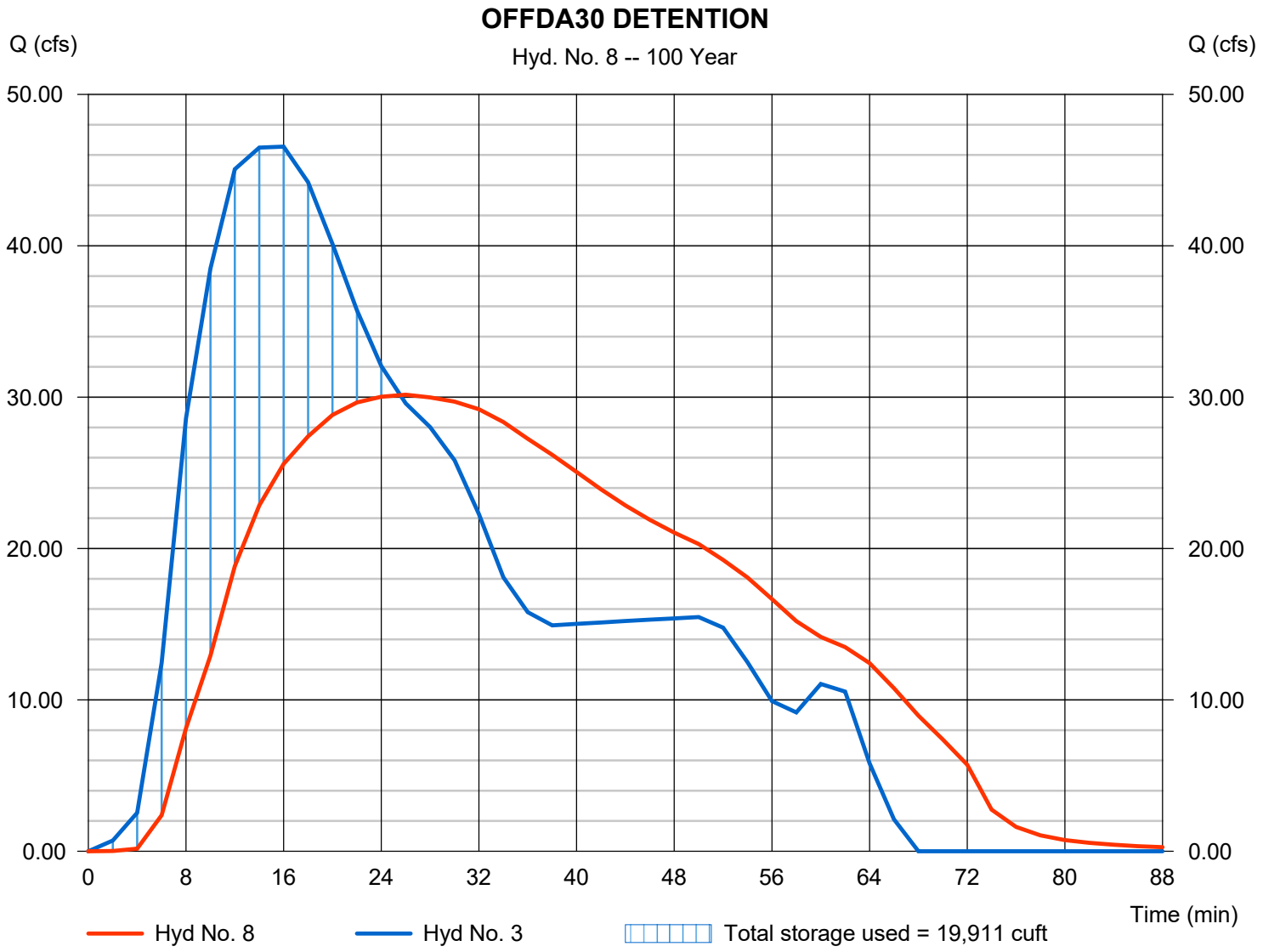
Hydrograph Report

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

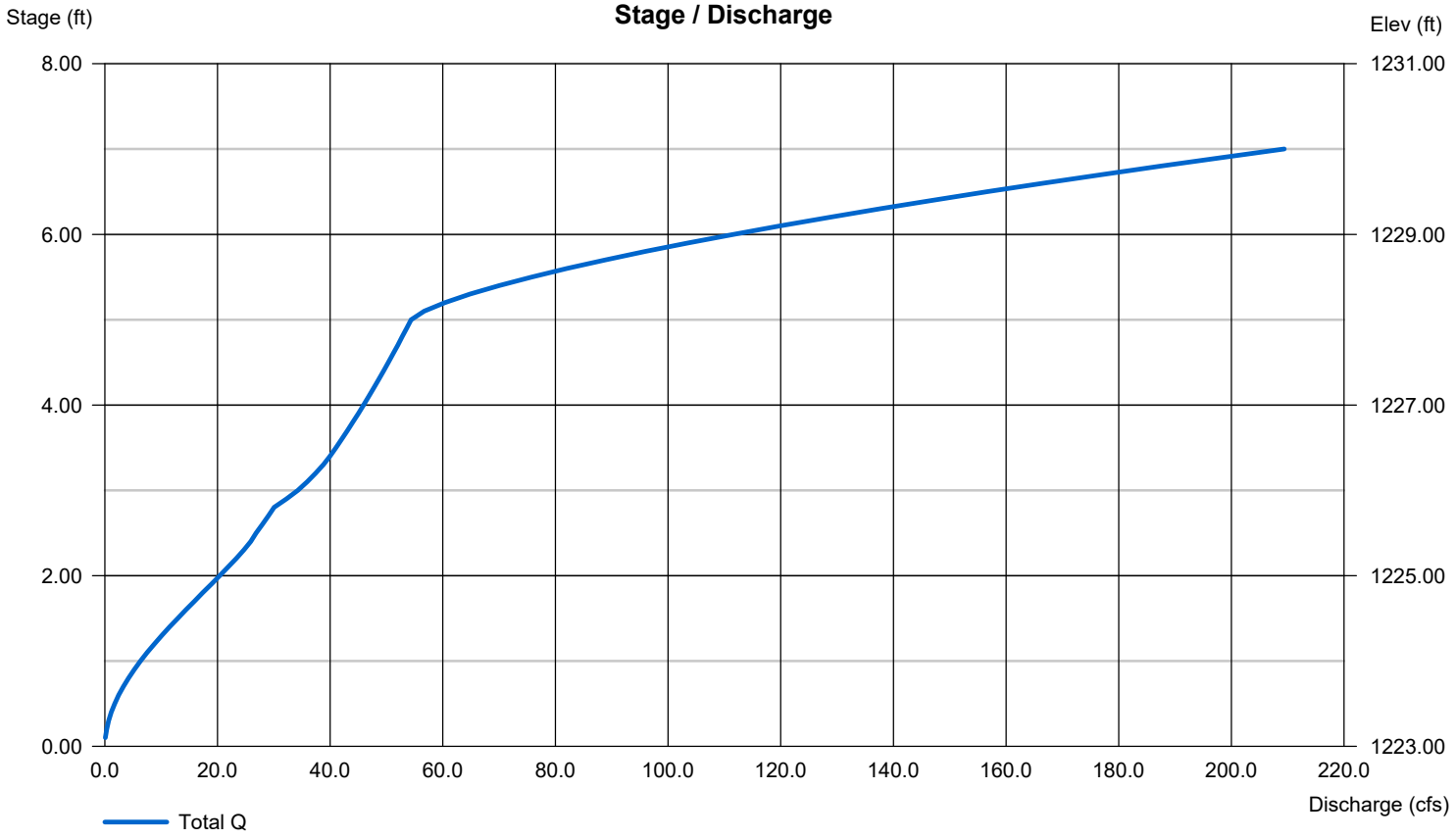
Weir Structures

	[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).

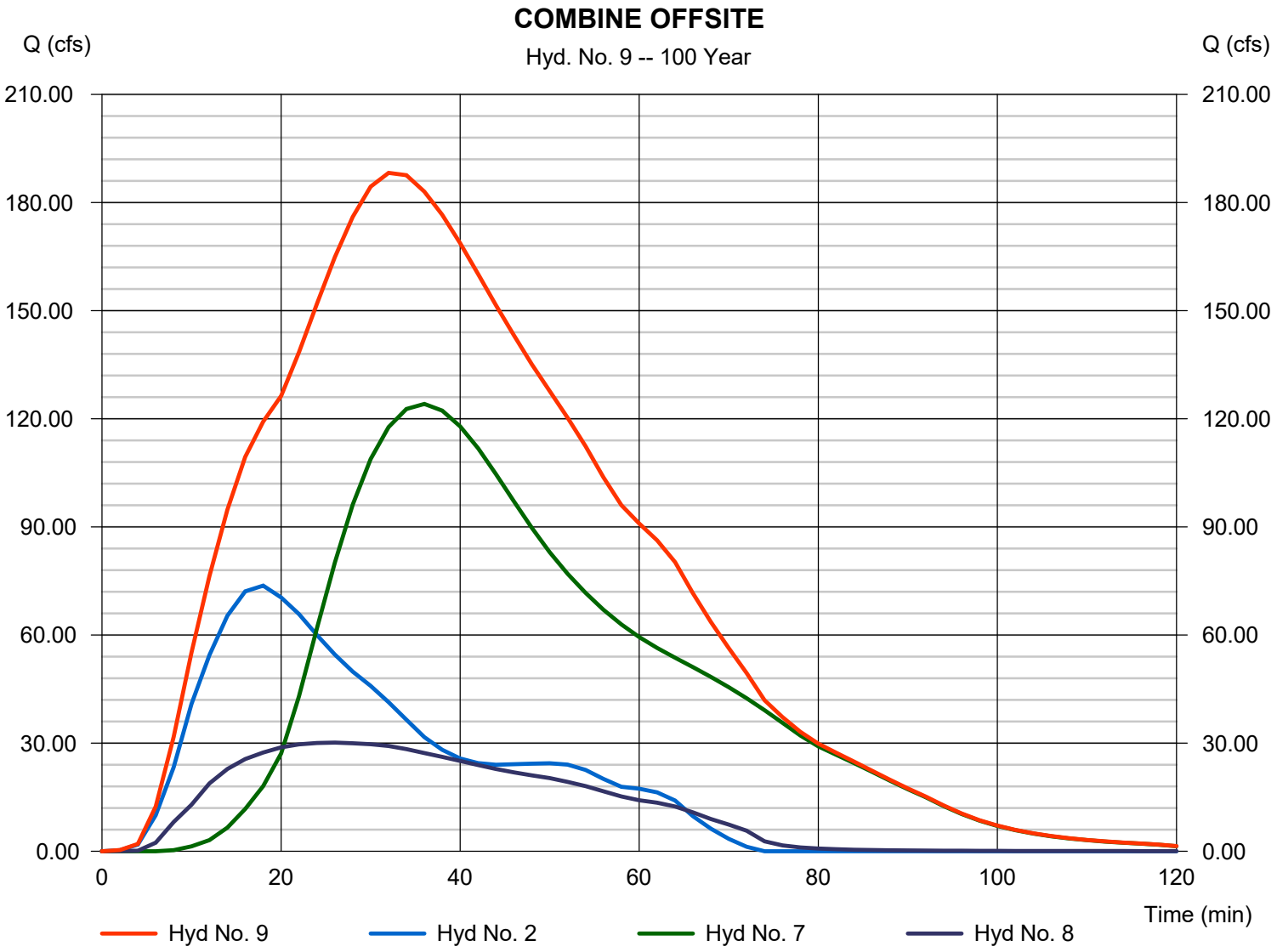


Hydrograph Report

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

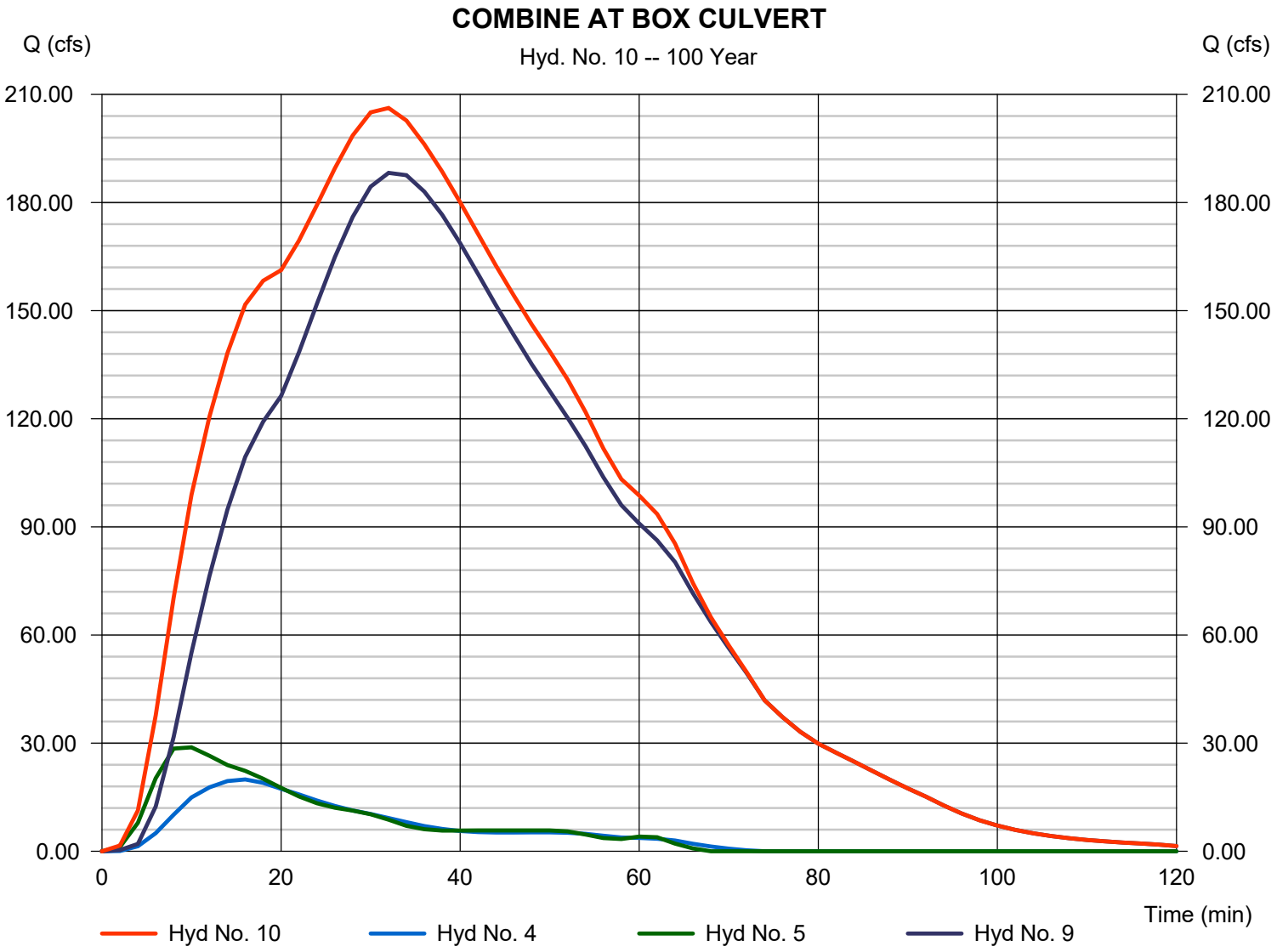


Hydrograph Report

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

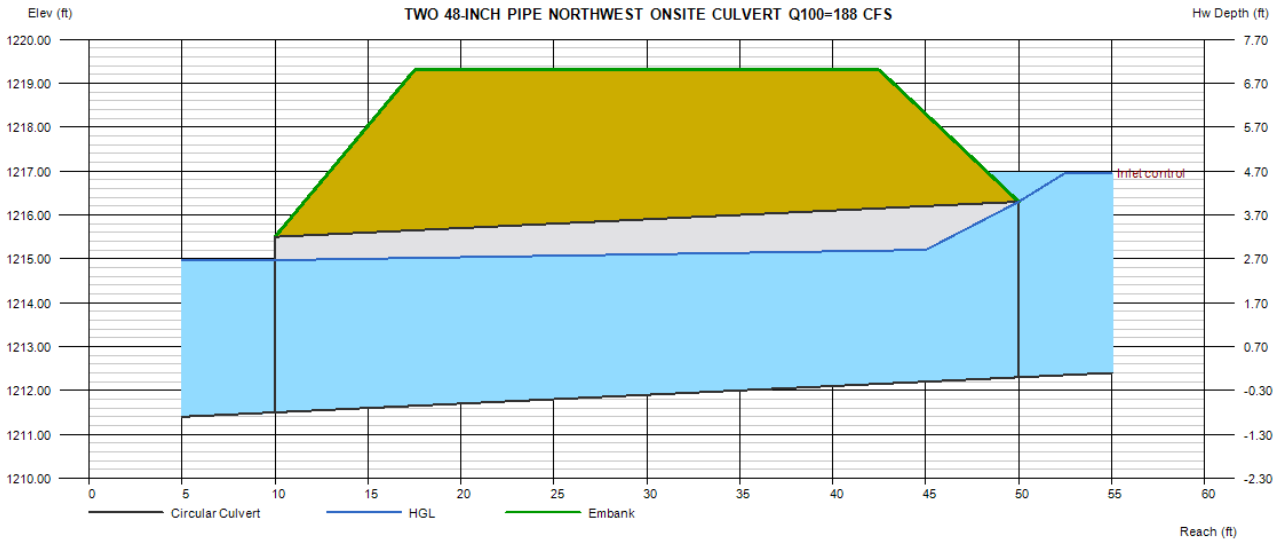
Top Elevation (ft)	=	1219.30
Top Width (ft)	=	25.00
Crest Width (ft)	=	10.00

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

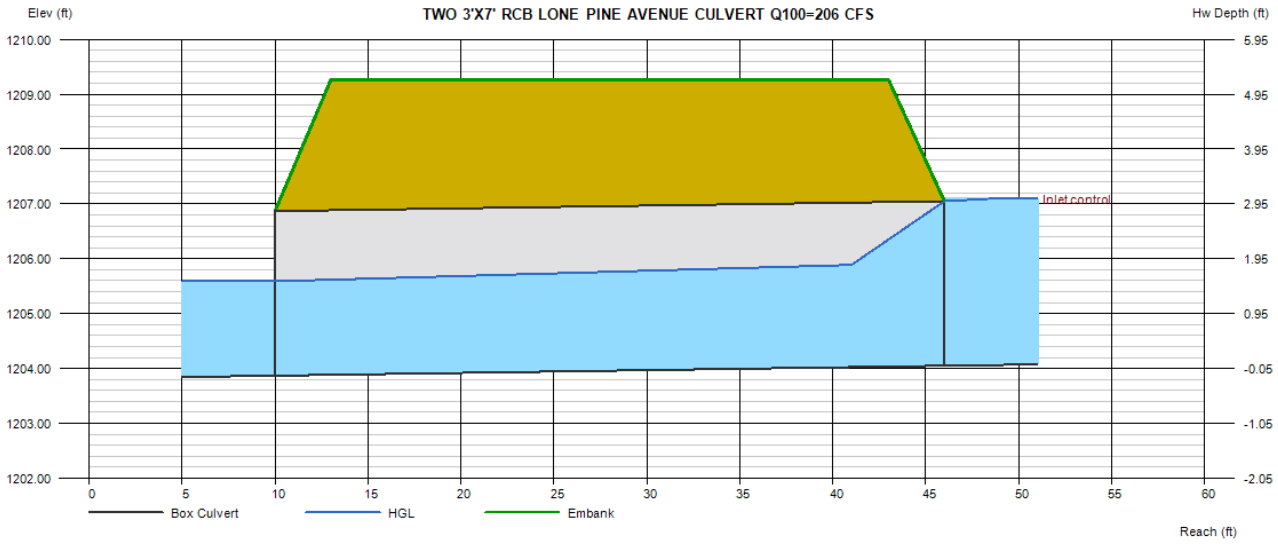
Top Elevation (ft)	=	1209.26
Top Width (ft)	=	30.00
Crest Width (ft)	=	30.00

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

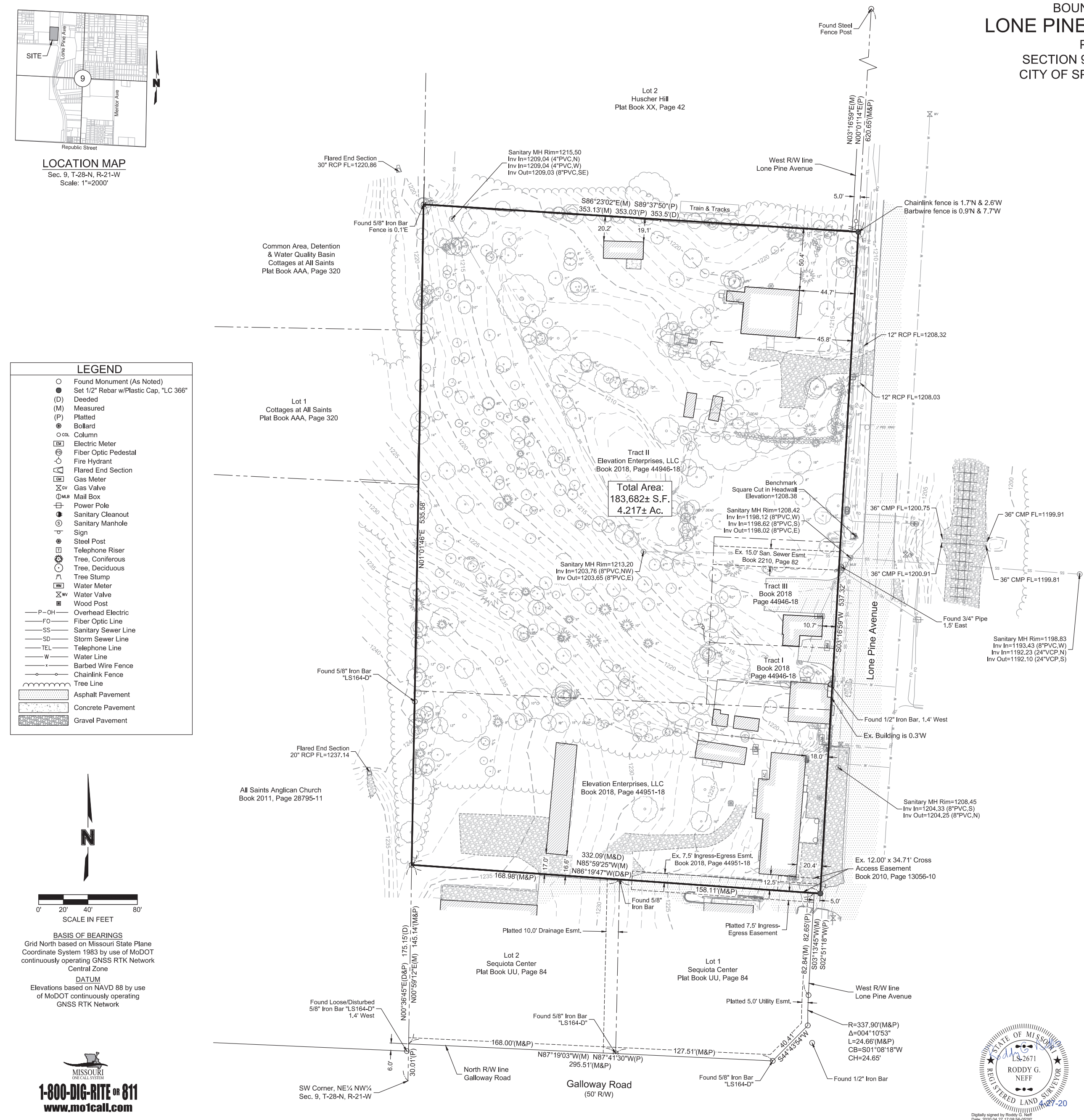
Olsson Project No. 020-0425

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



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 178.98 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.

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 lot 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 (signature) — Date: 4-27-20

Roddy G. Neff, MO RLS 2671
Olsson, Inc., MO LC366
rgneff@olsson.com

STATE OF MISSOURI — RODDY G. NEFF — LS-2671 — REGISTERED LAND SURVEYOR — 4-27-20

Digitally signed by Roddy G. Neff Date: 2020.04.27 17:08:56-05'00'

Boundary & Topographic Survey for Lone Pine & Galloway

		DATE	REVISION	BY
drawn by:	CDA			
surveyed by:	DDD			
checked by:	RGN			
approved by:	RGN			
project no.:	020-0425			
file name:	V_SVR_0200425	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

Lone Pine Development - Concept Design Illustrations

We don’t have clients. ***We have relationships.***

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2020.07.10

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view from Sequiota Park entry / exit drive

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2020.07.10

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Lone Pine Development - Concept Design Illustrations

southeast street view of Treadway Building at Lone Pine Avenue

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Lone Pine Development - Concept Design Illustrations

northwest sidewalk view of Treadway Building at Lone Pine Avenue

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Lone Pine Development - Concept Design Illustrations

southeast street view of Purple Shamrock + Sequiota Bike Shop along Lone Pine Avenue

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Lone Pine Development - Concept Design Illustrations

southeast street view of Two-Story Living along Lone Pine Avenue

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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.***

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Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park entry / exit drive

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Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park parking lot

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Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park parking lot

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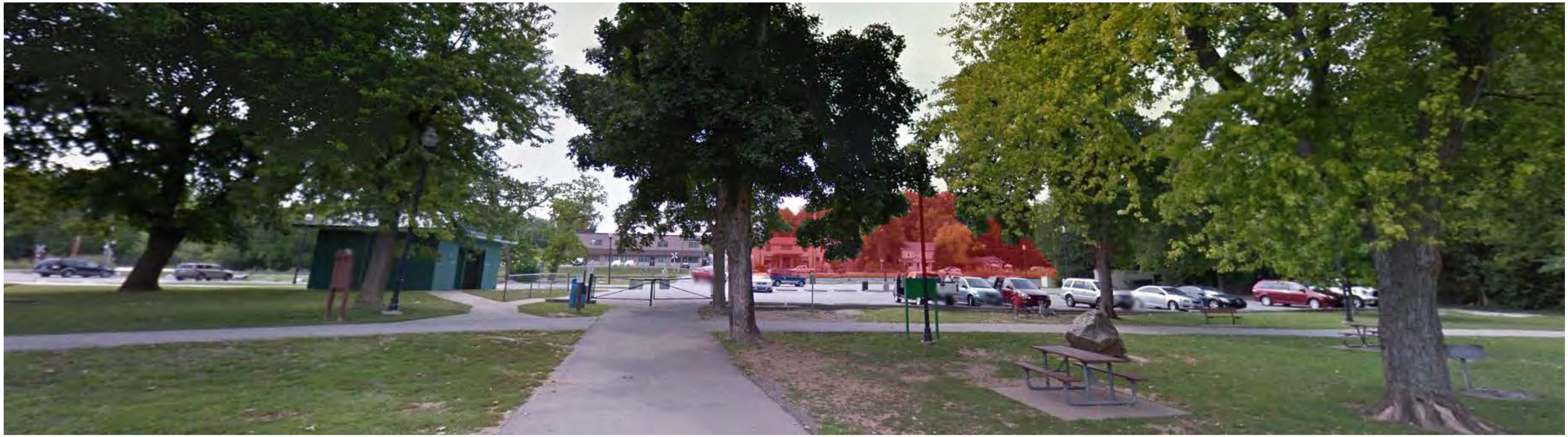



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Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from inside Sequiota Park - visible development in RED

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Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

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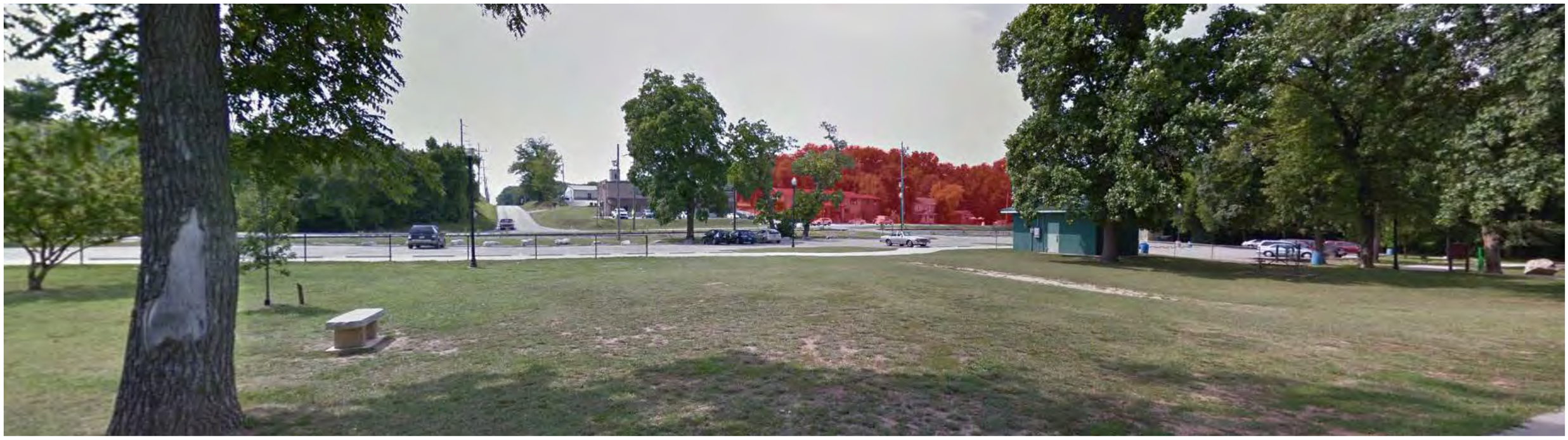

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Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

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Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

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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.

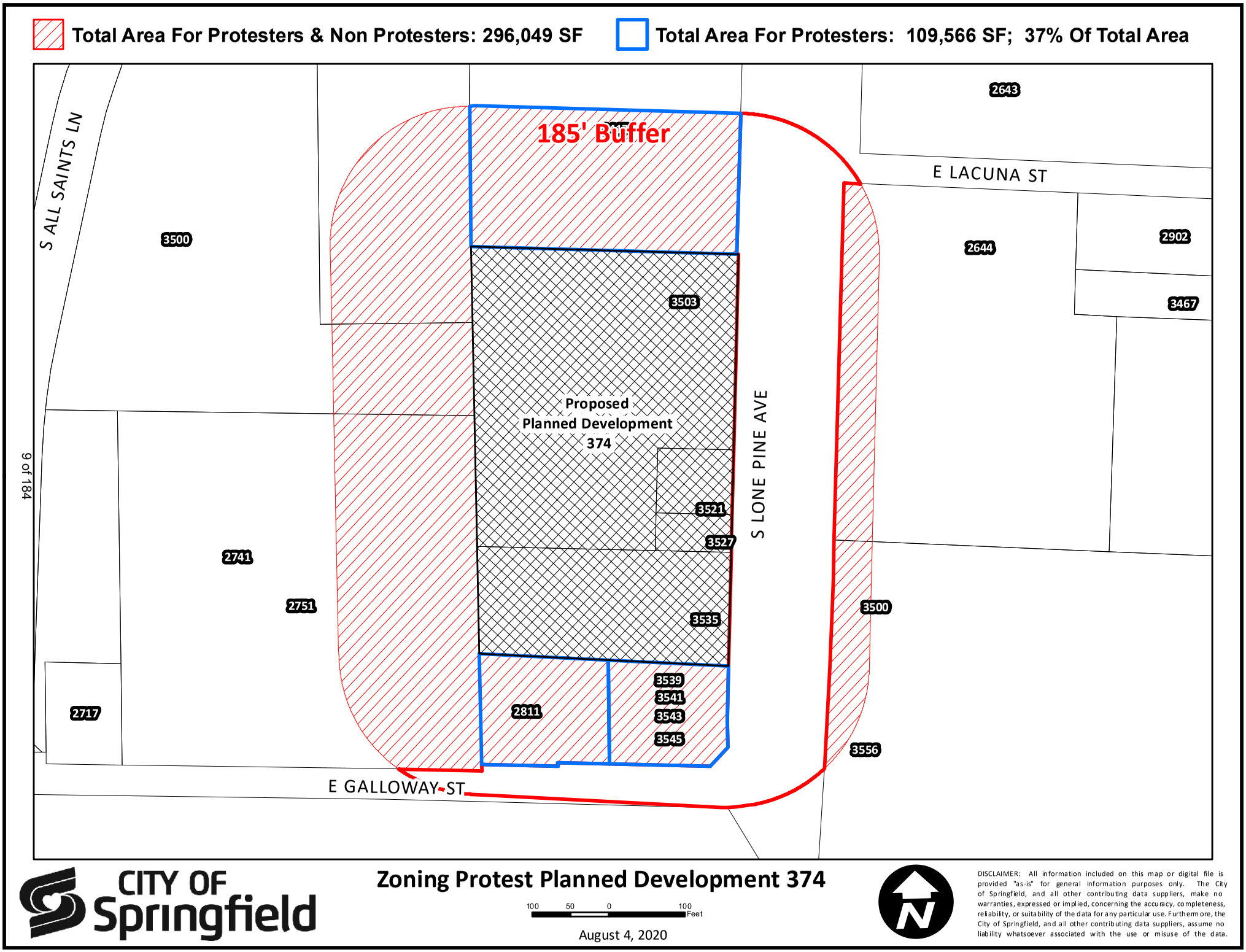
Therefore, the 30% threshold established by statute requiring a 2/3 majority vote of City Council for approval of this Council Bill has been achieved.

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.

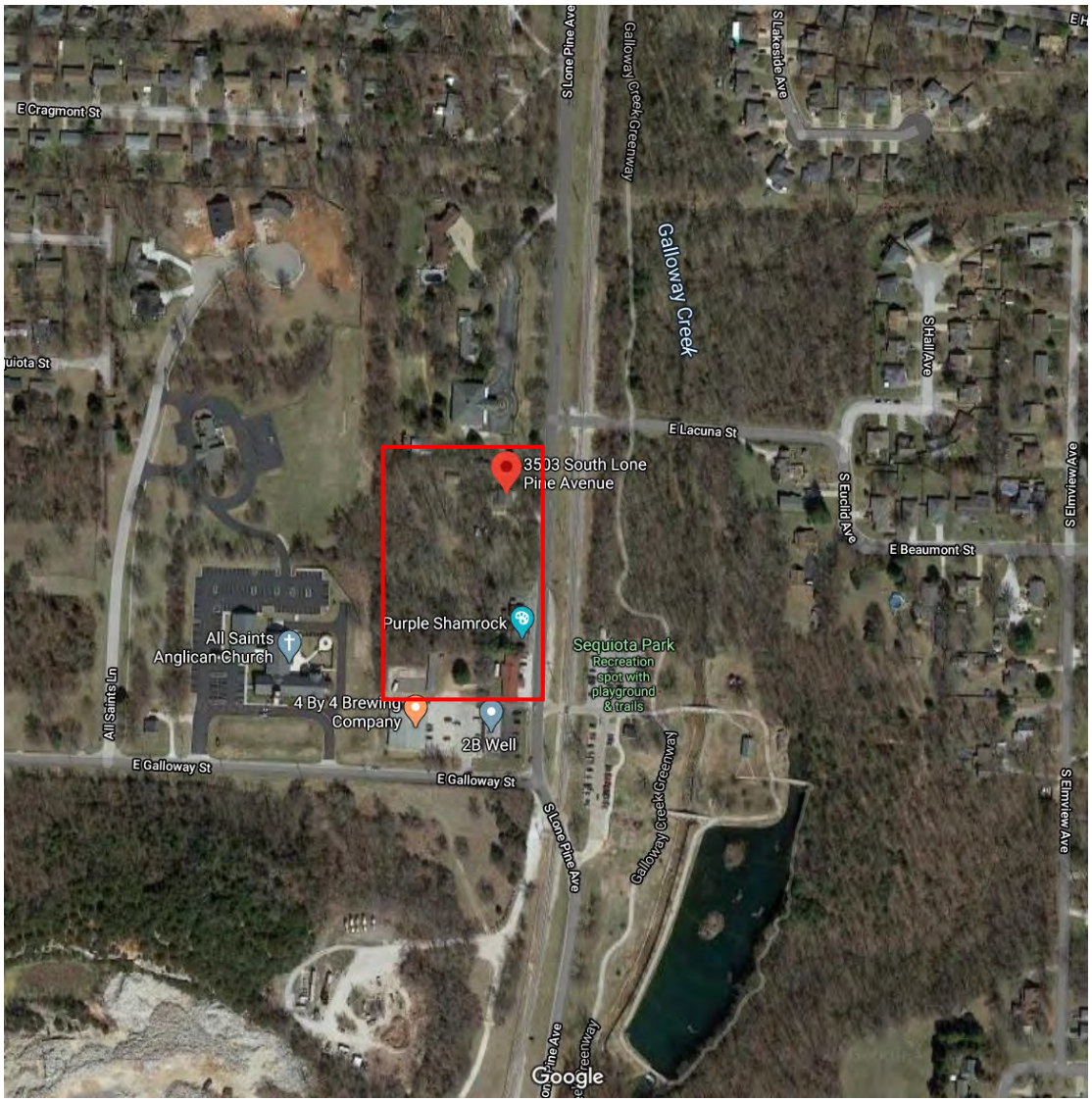
4. The proposed Planned Development is proposing to preserve the existing structures (Treadway Building, Purple Shamrock and Sequiota Bike Shop) located at 3521, 3527 and 3535 S. Lone Pine Avenue to preserve and rehabilitate following the Secretary of Interior's Standards for Rehabilitation and minimum 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:

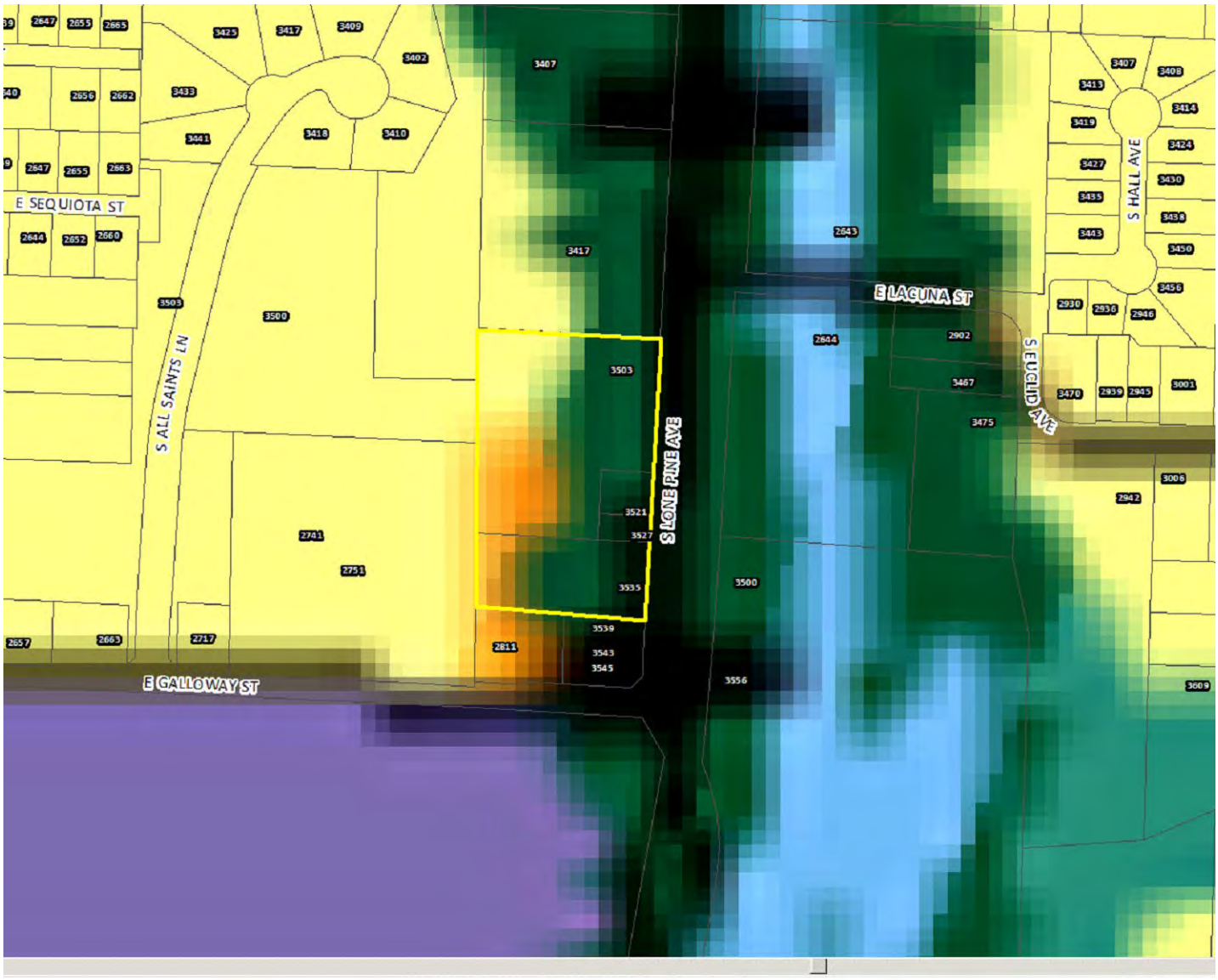


GOOGLE MAPS STREET VIEW:




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:

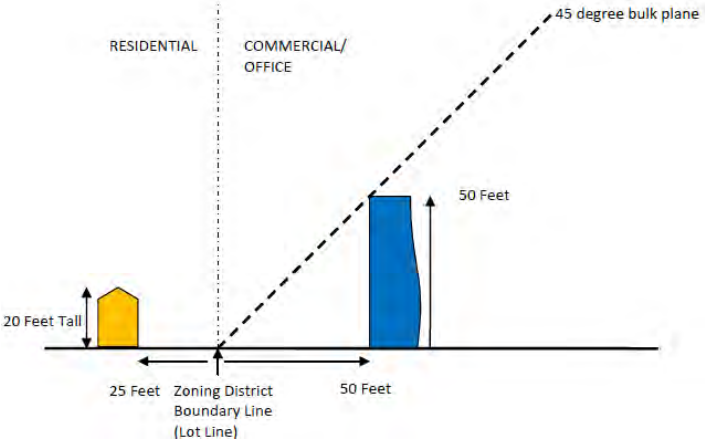
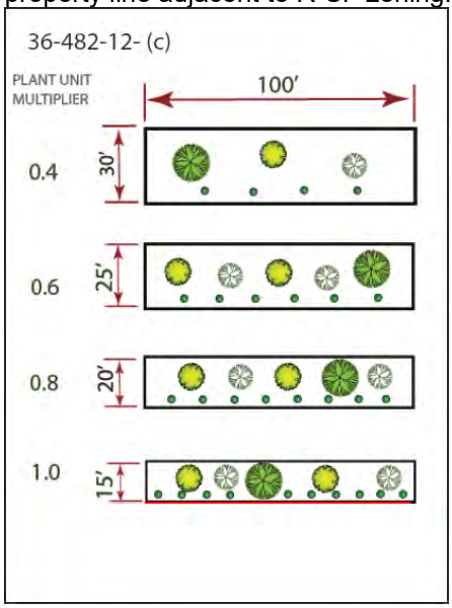
Sec. 36-367. – Amendments

(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."

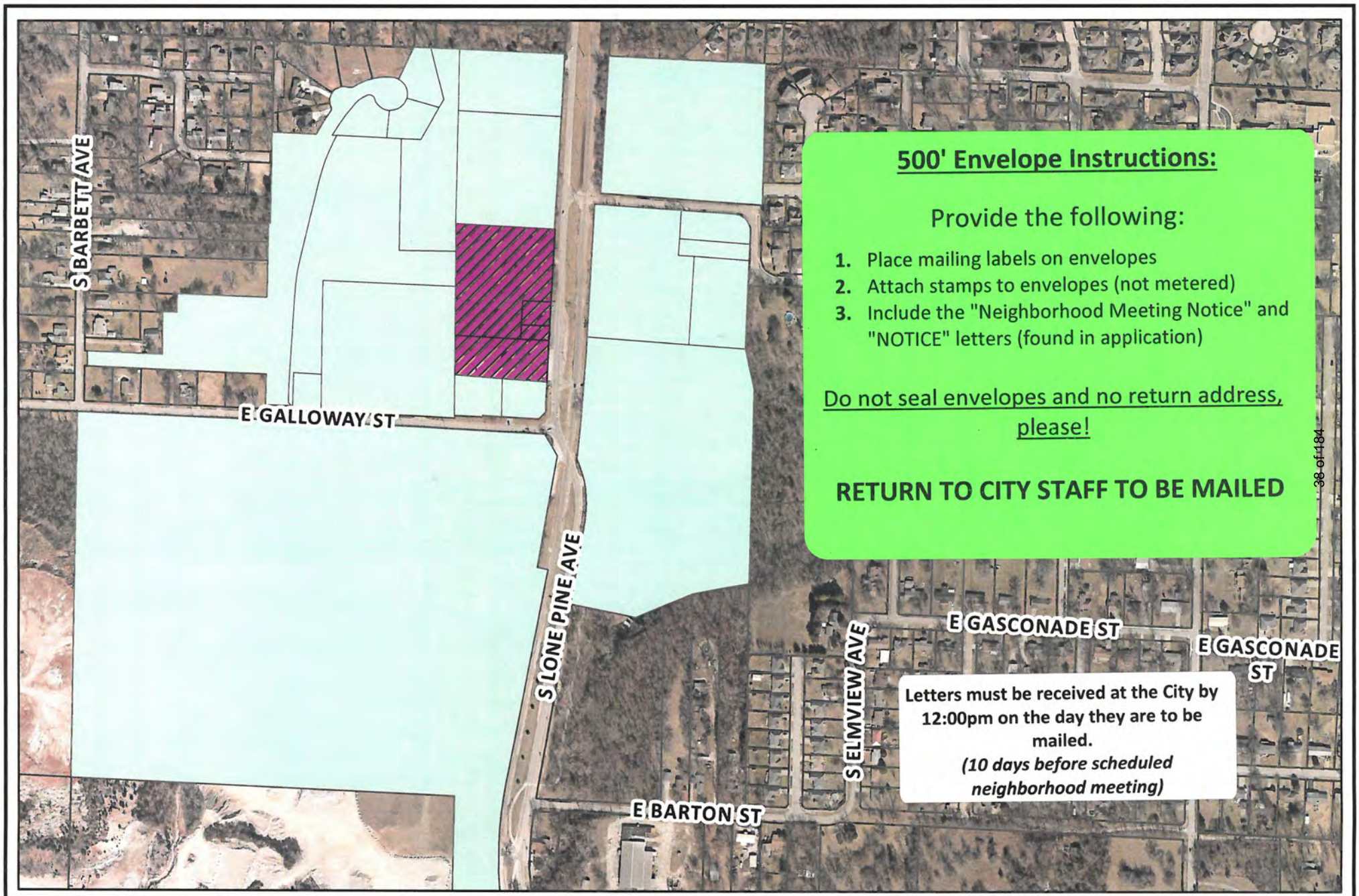
Jane Earnhart

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
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Yes	Grigsby	Amanda	aggrigs@hotmail.com
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Yes	Jenkins	Bonnie	jenkinsb@evangel.edu
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Yes	Kirkup	Marcie	kirkups@att.net
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Yes	Landolt	Sharon	greglandolt@yahoo.com
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Yes	McCarthy	Jim	lcsrefs@aol.com
Yes	Mcvay	Jackie	jackie.mcvay@yahoo.com
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Yes	Park	Miles	mpark@springfieldmo.gov
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Yes		Saeger	Jade	jadesaeger@gmail.com
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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

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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		

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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

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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

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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.

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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

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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

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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

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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

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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

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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.

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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.		

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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.		

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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.		

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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.		

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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?		

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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

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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

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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:			

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Springfield, Missouri 65801

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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:			

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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:			

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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:			

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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.		

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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!!!		

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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.		

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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

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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		

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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.		

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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

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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		

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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		

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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.		

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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

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*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.*

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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.

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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

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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.		

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Bob Hosmer, AICP Planning Manager
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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

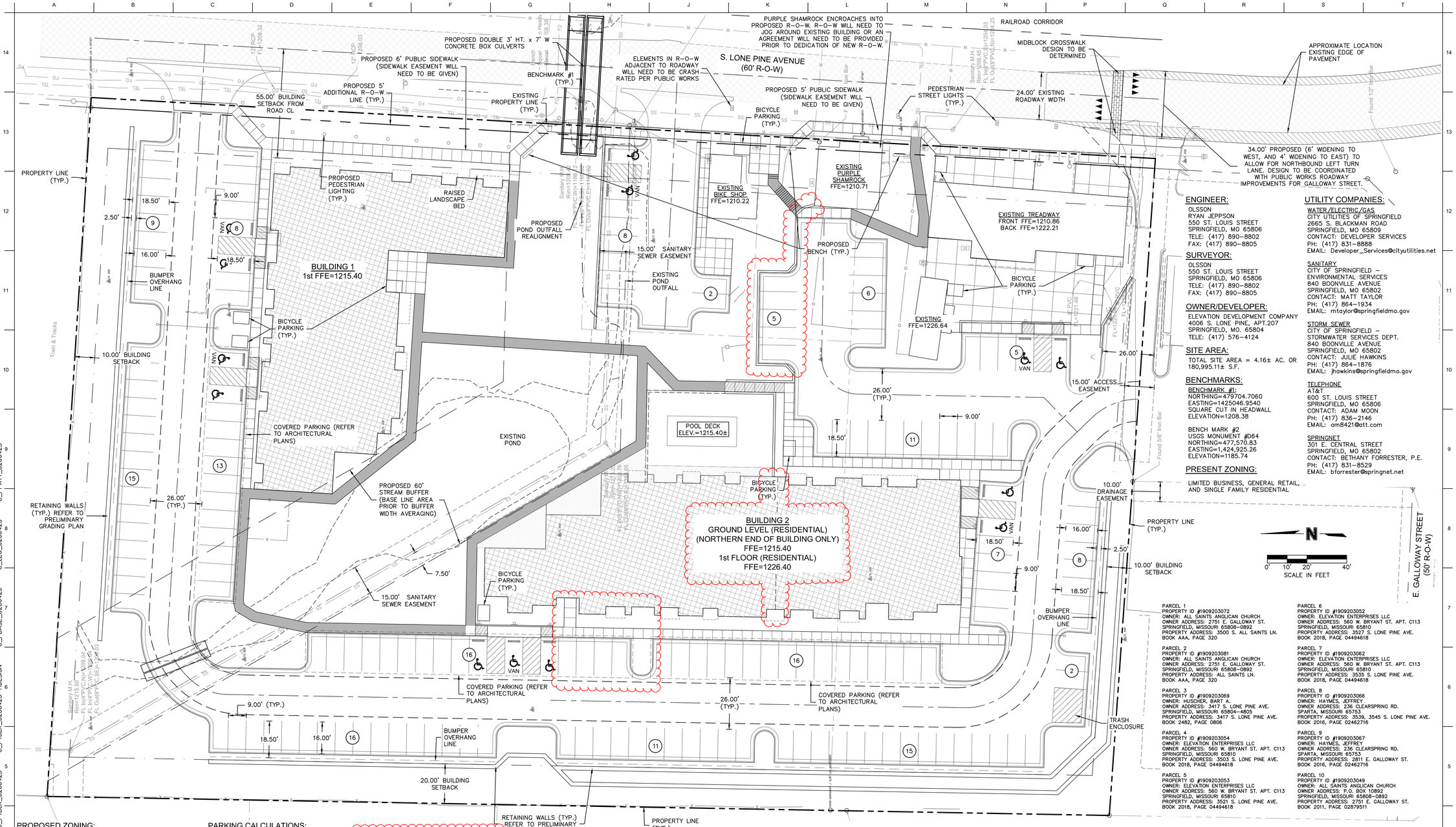
A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements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

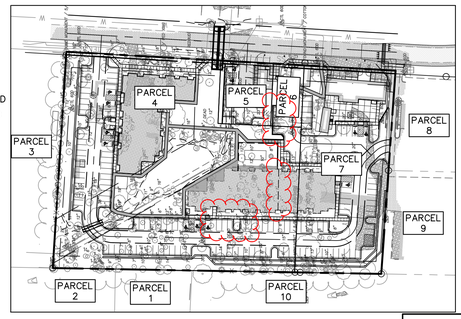
PARKING REQUIRED 136 + 25 =161

PARKING PROVIDED:
ON GRADE =173

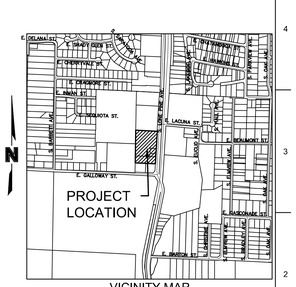
LEGEND

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'

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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

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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

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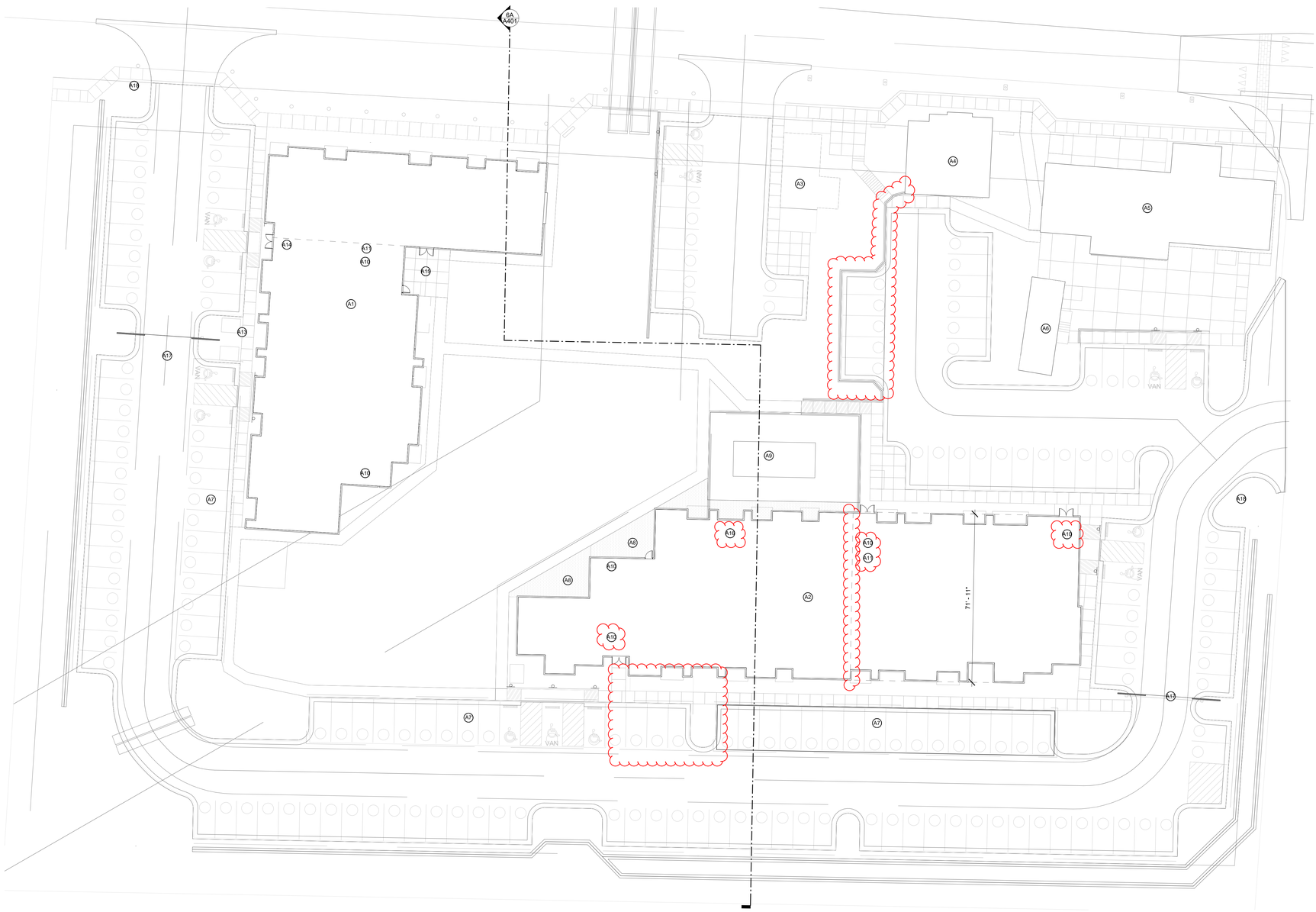

4A
A101

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

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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
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PROJECT TITLE

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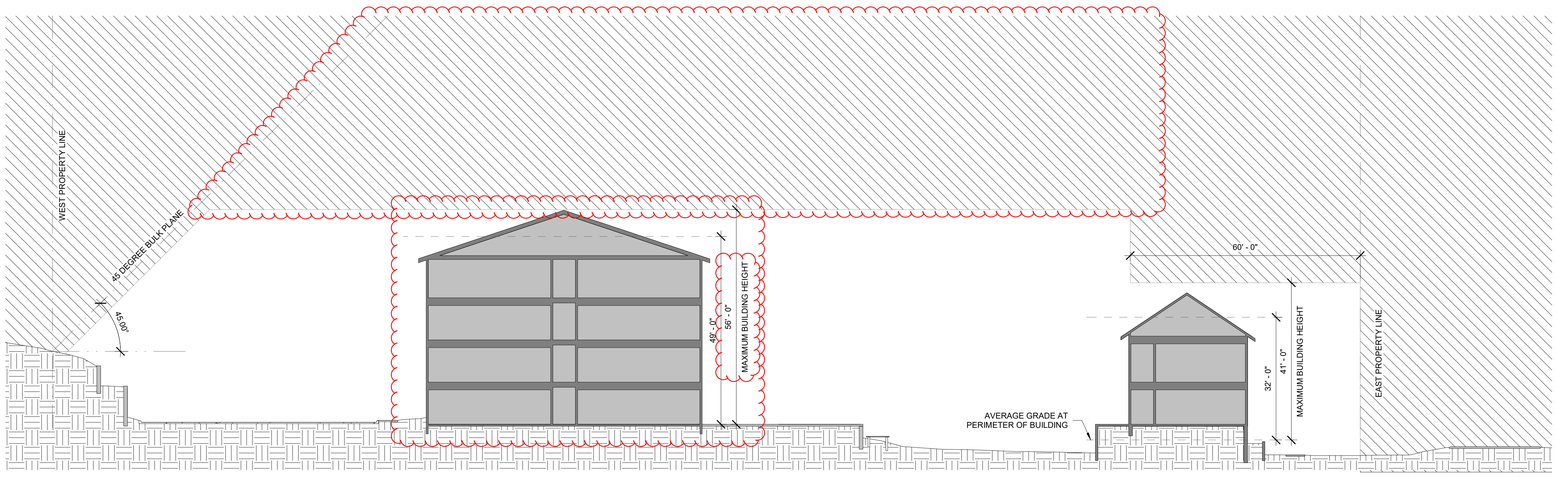
PROJECT ADDRESS:
3535,3527,3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

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

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LANDSCAPE ARCHITECT
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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

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PROJECT TITLE
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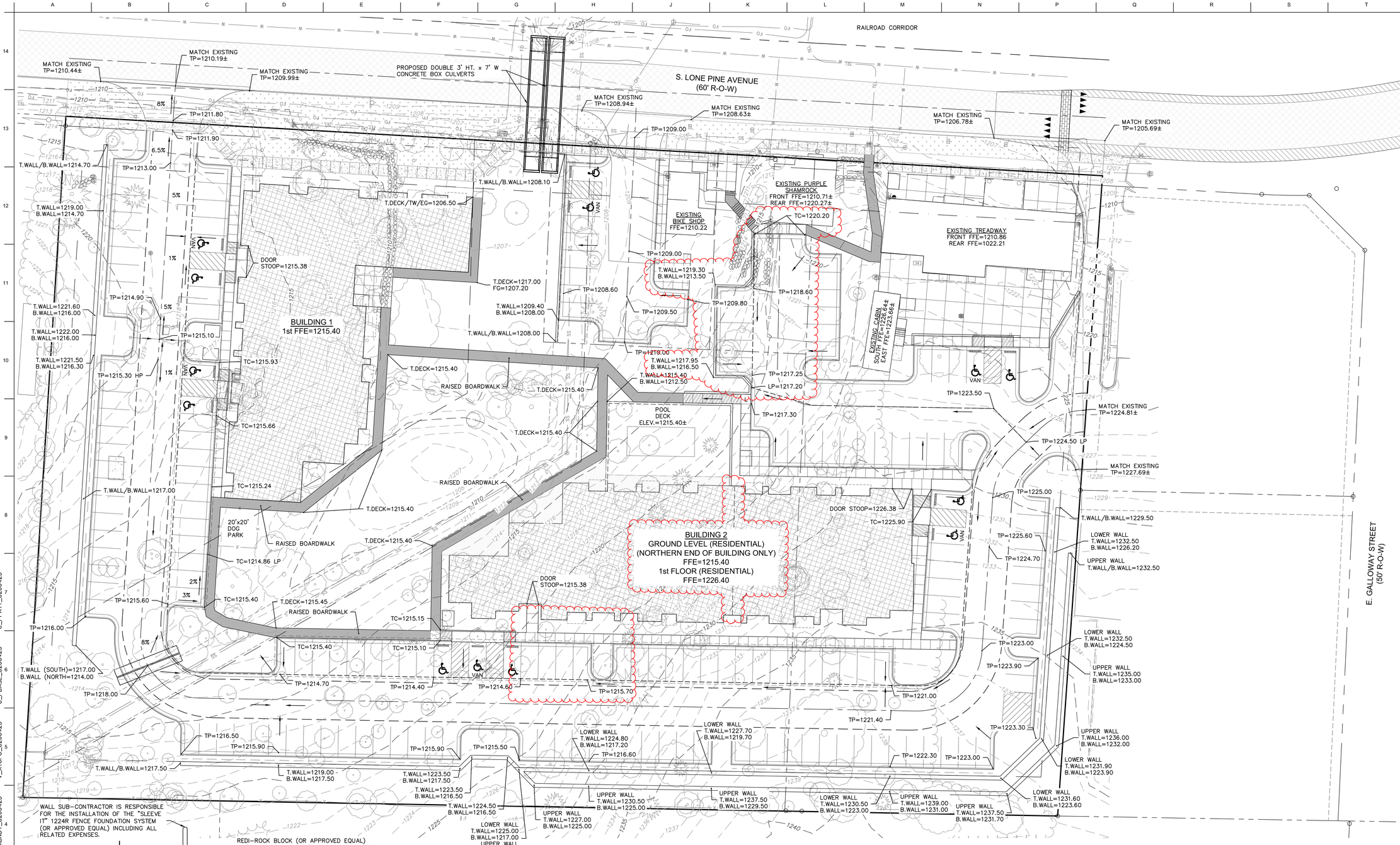
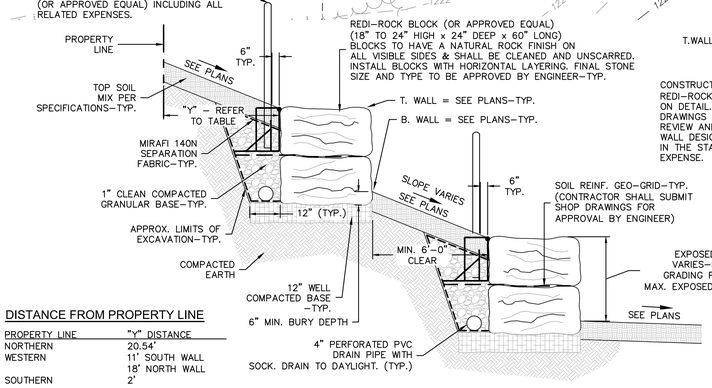
PROJECT ADDRESS:
3535,3527,3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

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

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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
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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
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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

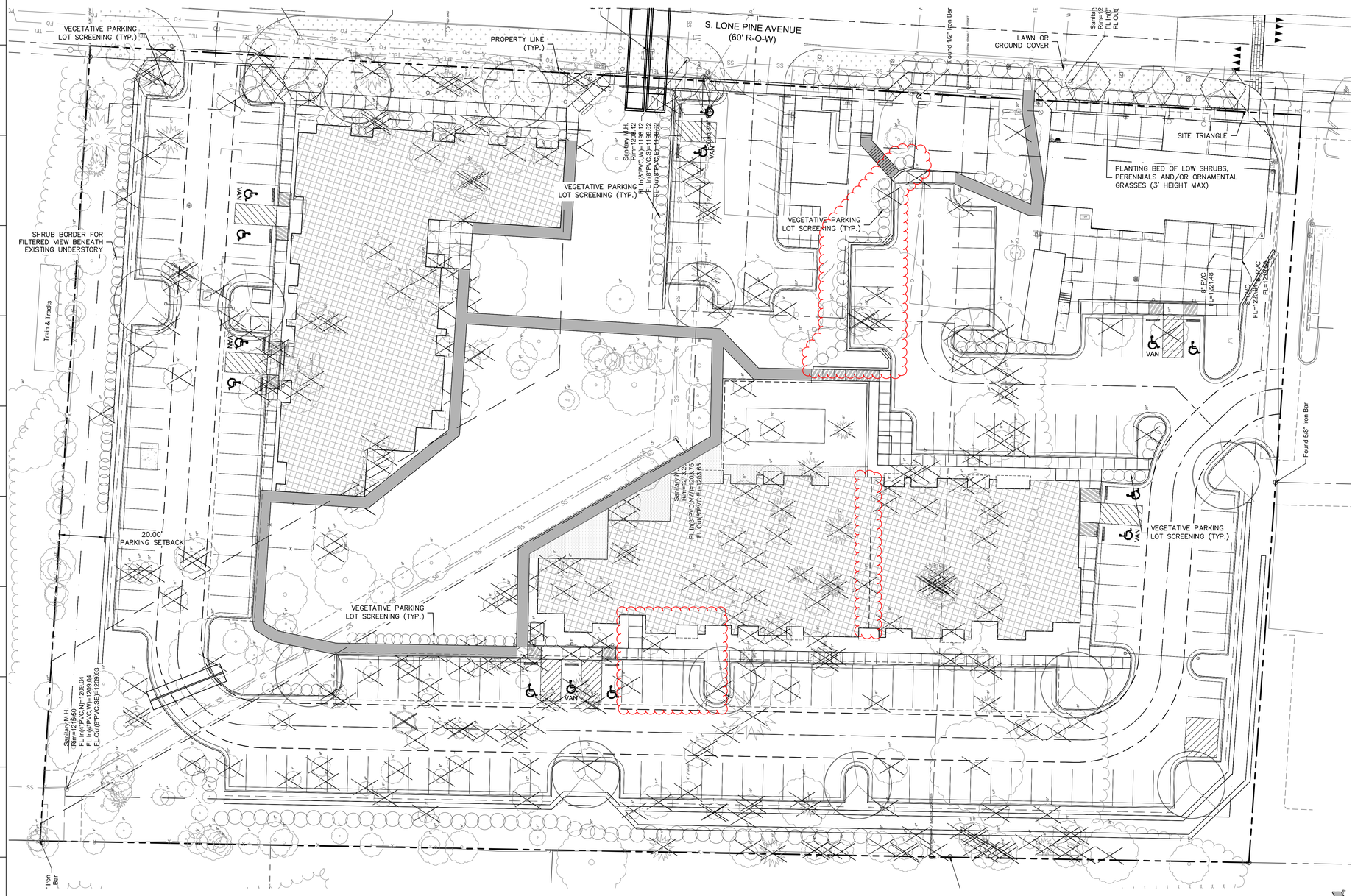
EXISTING TREES TO BE REMOVED. ALL OTHER EXISTING TREES TO BE PRESERVED. (SEE EXISTING TREE REMOVAL TABLE FOR SIZE AND QUANTITY OF REMOVED TREES)

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	

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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

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PRELIMINARY LANDSCAPE PLAN

SHEET
C3.0

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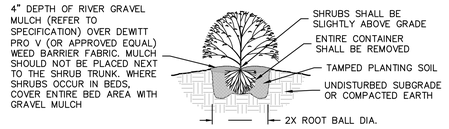
XREFS: C_PTBL_0200425 H2BSGN V_ISHD_0200425 V_17090_0200425

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.

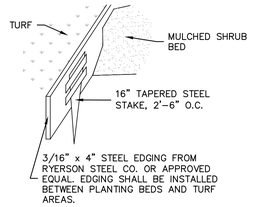


SHRUB PLANTING DETAIL
NOT TO SCALE

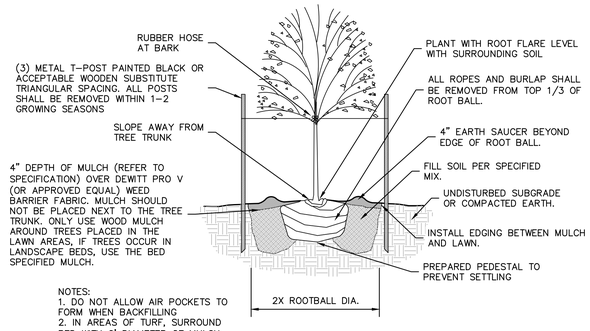
NOTES:
1. MINIMUM ROOT SPREAD TO BE IN ACCORDANCE WITH AAN STANDARDS
2. PRUNE DAMAGED LIMBS OR ROOTS AFTER INSTALLATION
3. MAKE SURE ROOTS DO NOT DRY OUT DURING INSTALLATION
4. SOAK GENEROUSLY TO COMPACT AND SETTLE

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).



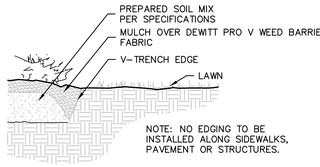
STEEL EDGING DETAIL
NOT TO SCALE
(TO BE USED BETWEEN SHRUB BEDS AND LAWN AREAS)



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

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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

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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
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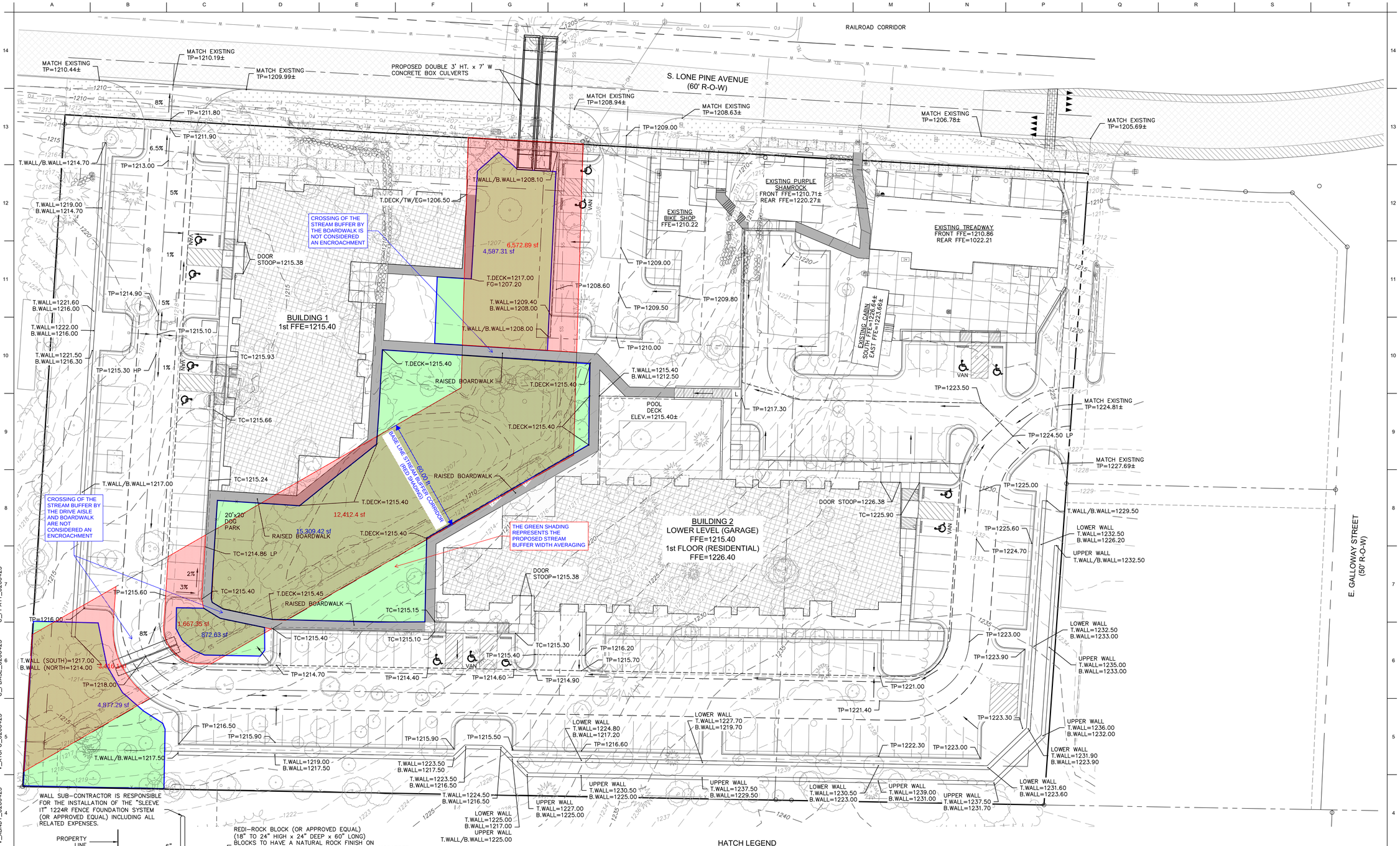
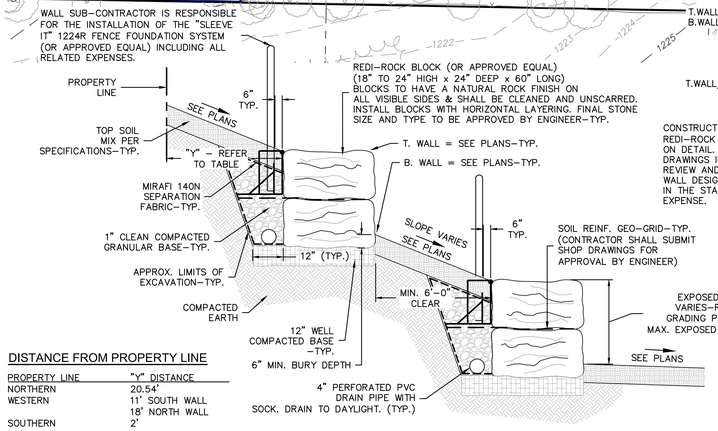


WALL SUB-CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE "SLEEVE IT" 1224R FENCE FOUNDATION SYSTEM (OR APPROVED EQUAL) INCLUDING ALL RELATED EXPENSES.



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

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REVISIONS

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PROFESSIONAL SEAL

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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
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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

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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:

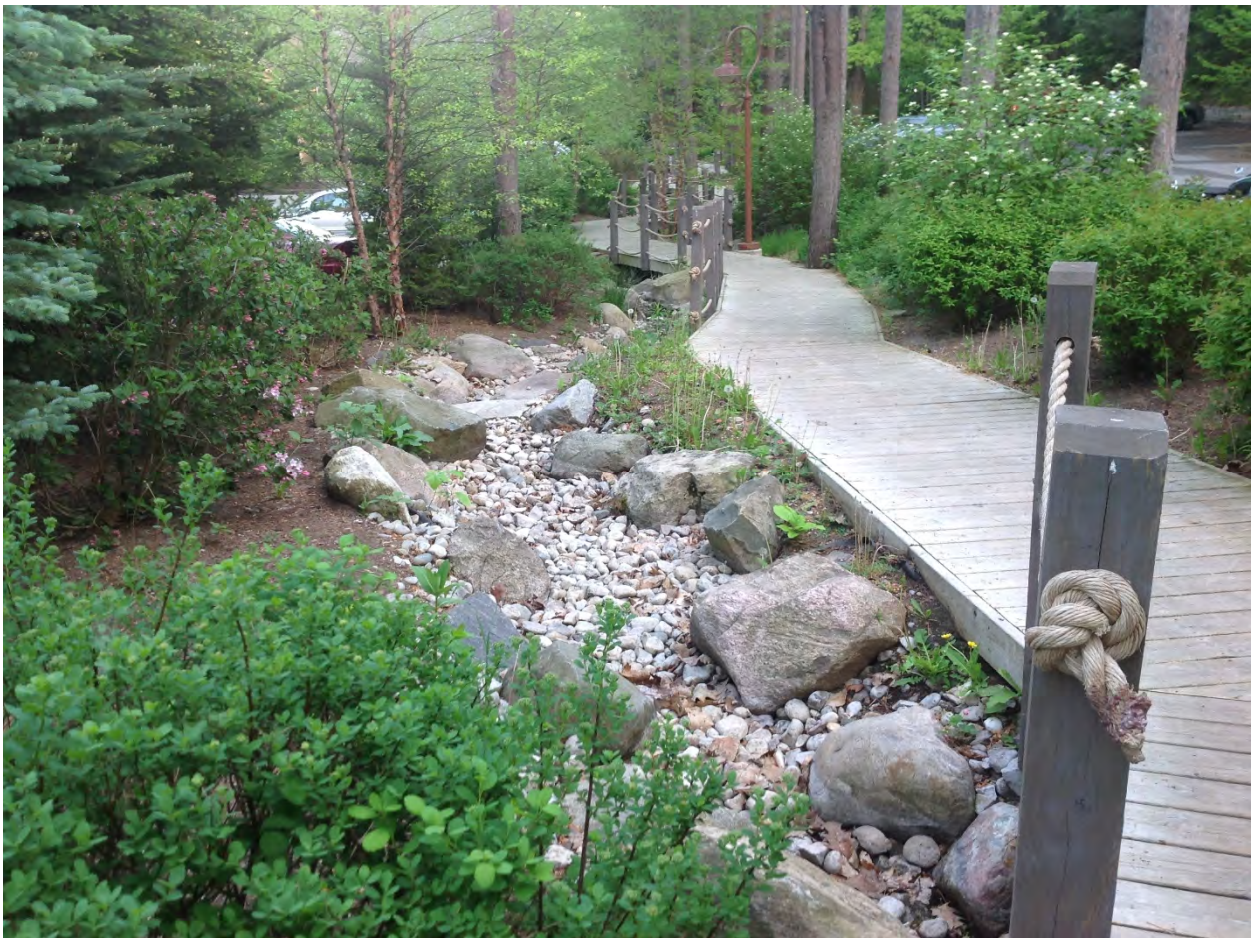
Please see the Stream Buffer Exhibit that illustrates the baseline 60' wide stream buffer in red, and the proposed buffer/mitigation area in green. The green area is intended to offset the square feet of site development encroachments (excluding the crossings of the buffer by the drive aisle, boardwalk 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:

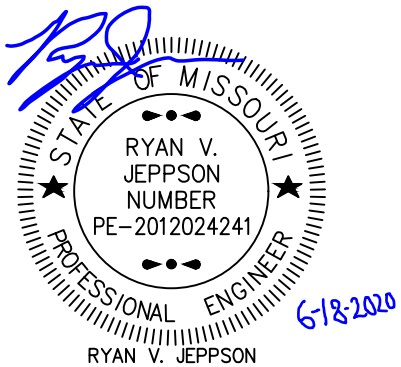
Illex glabra – Inkberry Holly
Illex verticilliata – Winterberry
Physicarpus opulifolius – Ninebark
Rhus aromatica – Fragrant sumac
Itea virginica – Virginia Sweetspire

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.
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550 St. Louis St.
Springfield, MO 65806
Missouri Engineering Certificate of Authority #001592

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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

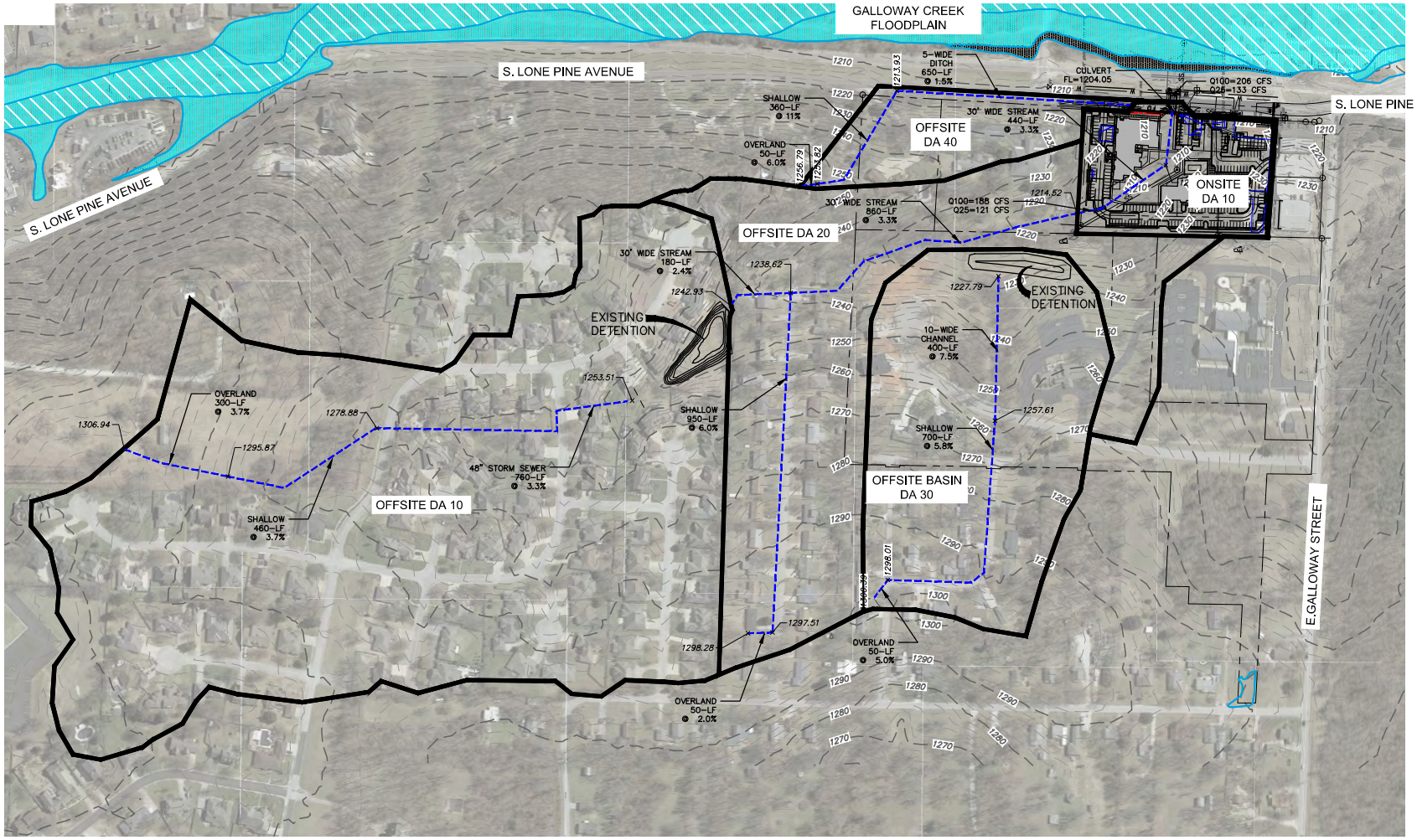
P = rainfall depth = 1 inch
R_v = volumetric runoff coefficient = 0.05 + 0.009I
I = percent impervious cover (in percent, e.g. 80% = 80)
A = total site area in acres

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.

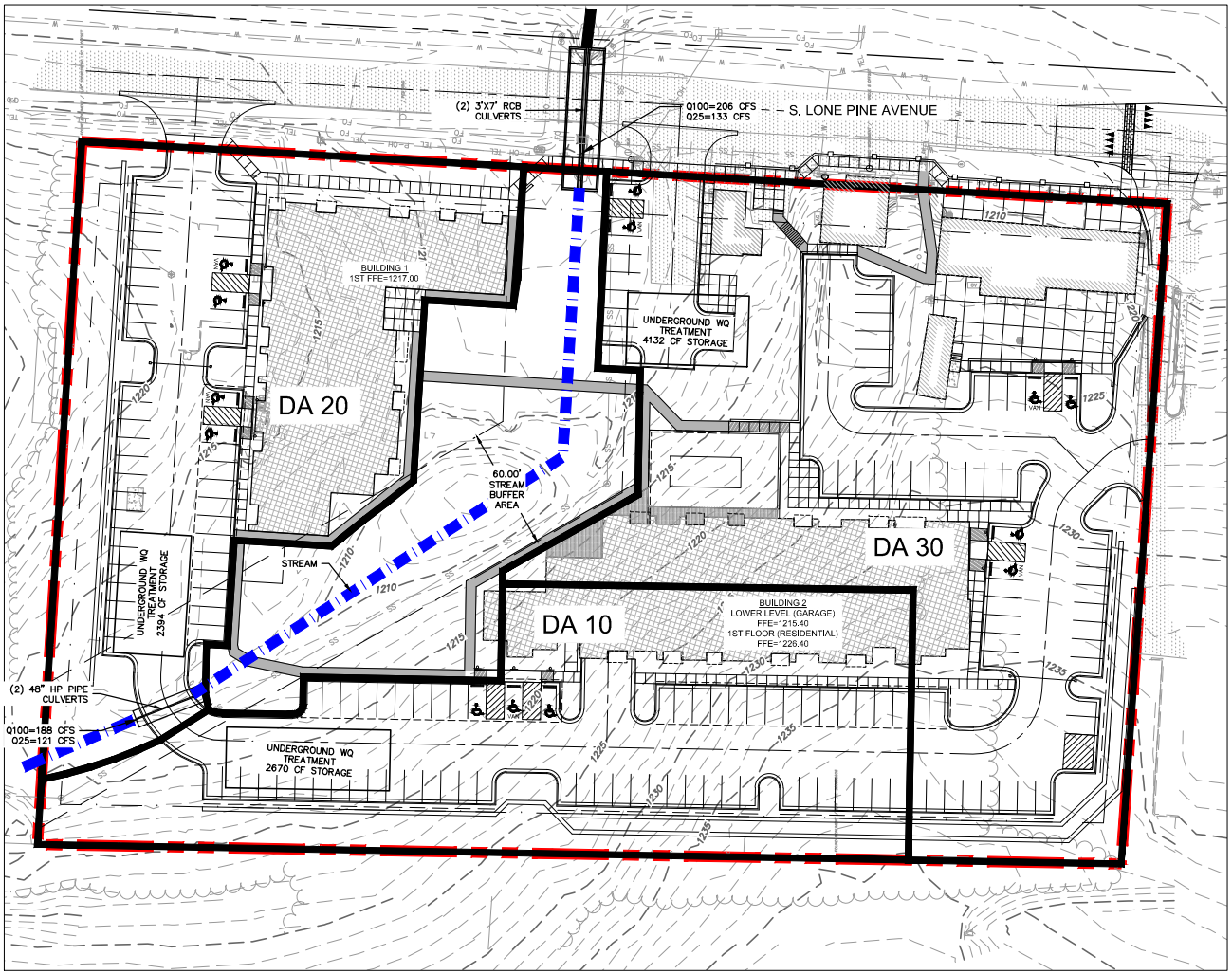


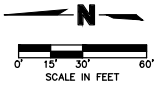
LEGEND

- 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

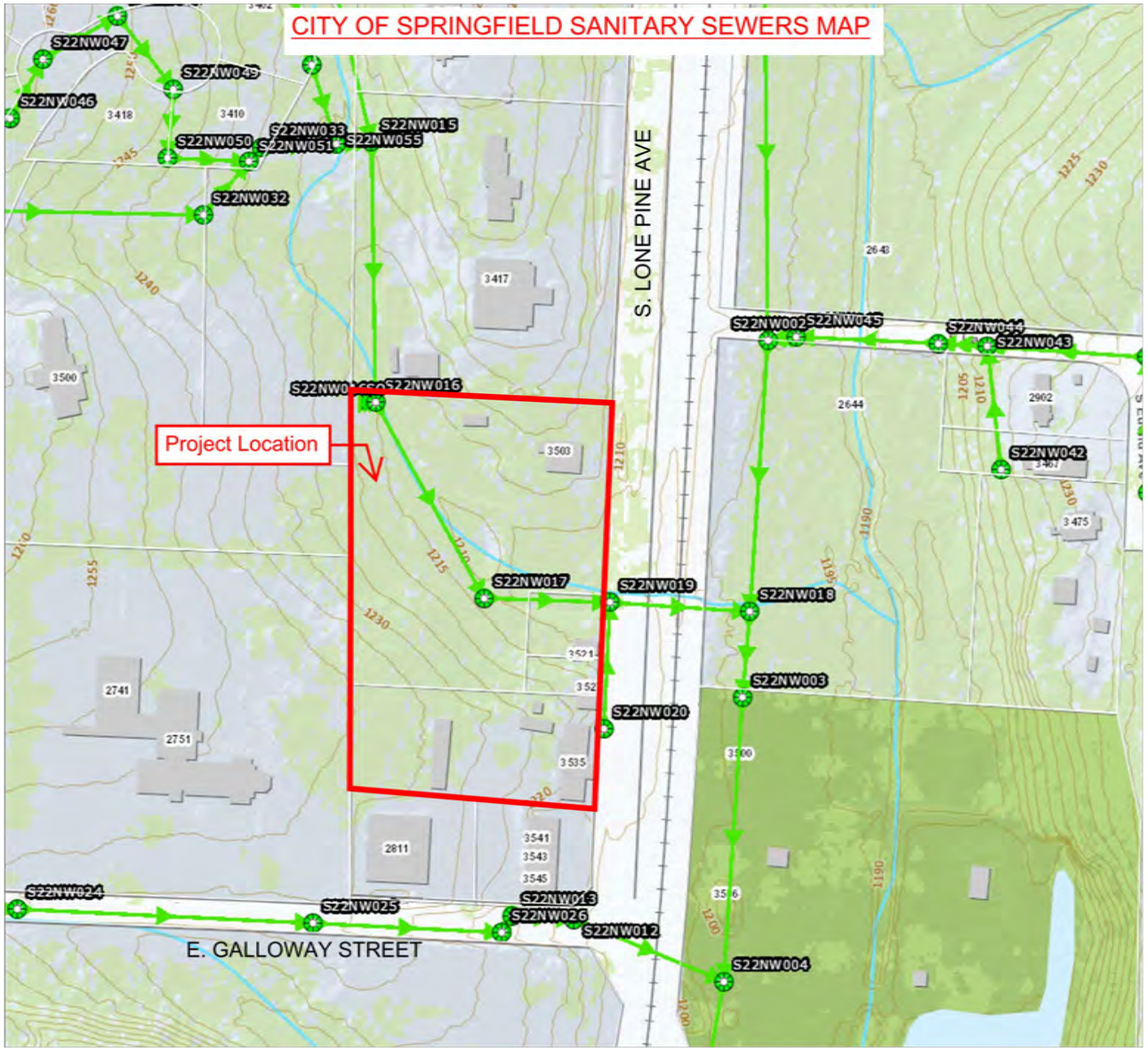
PROJECT NO: 020-0425 DRAWN BY: RVJ DATE: 06/18/2020	ONSITE POST DEVELOPMENT DRAINAGE AREA EXHIBIT	olsson 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802	FIGURE 2



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

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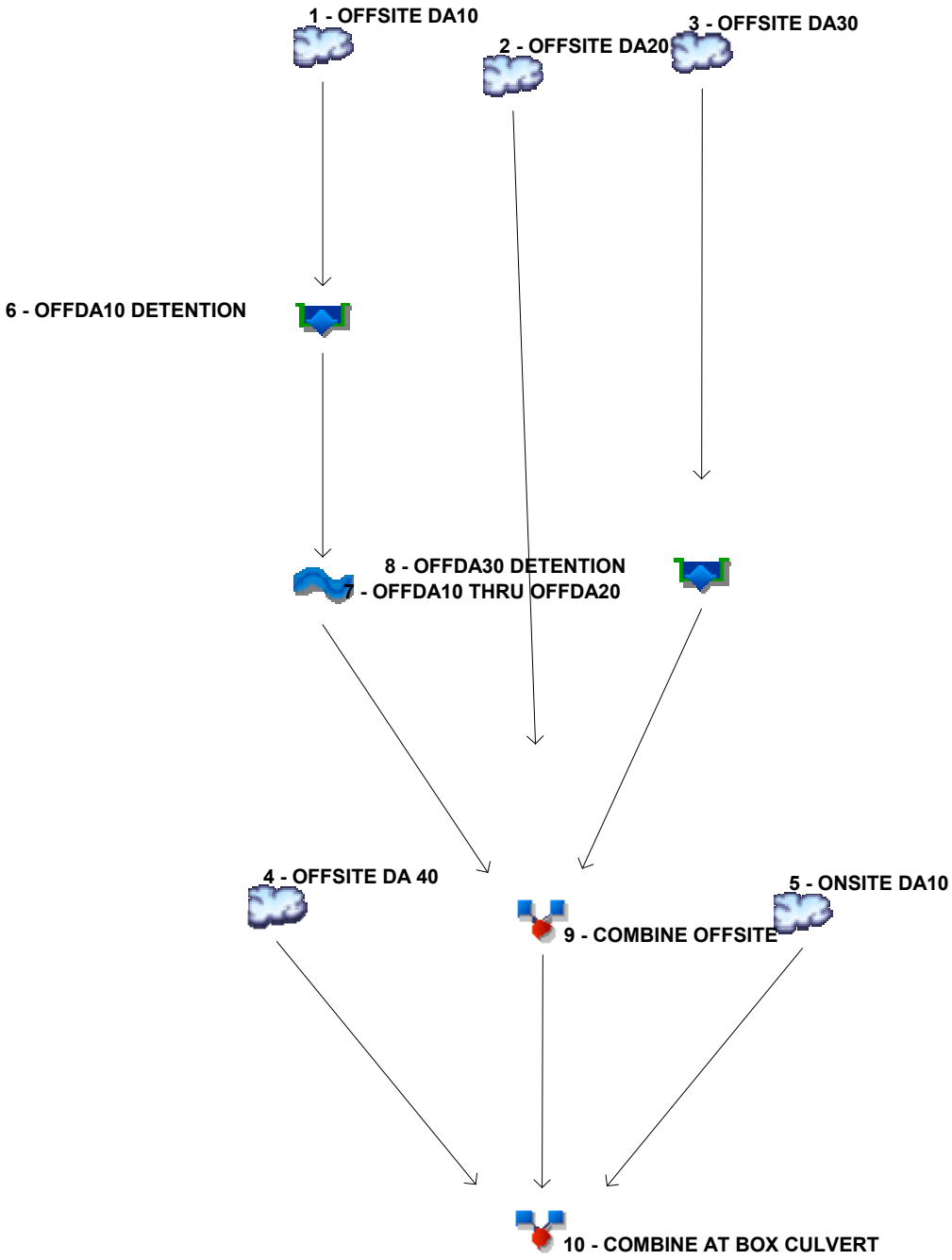
Watershed Model Schematic



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

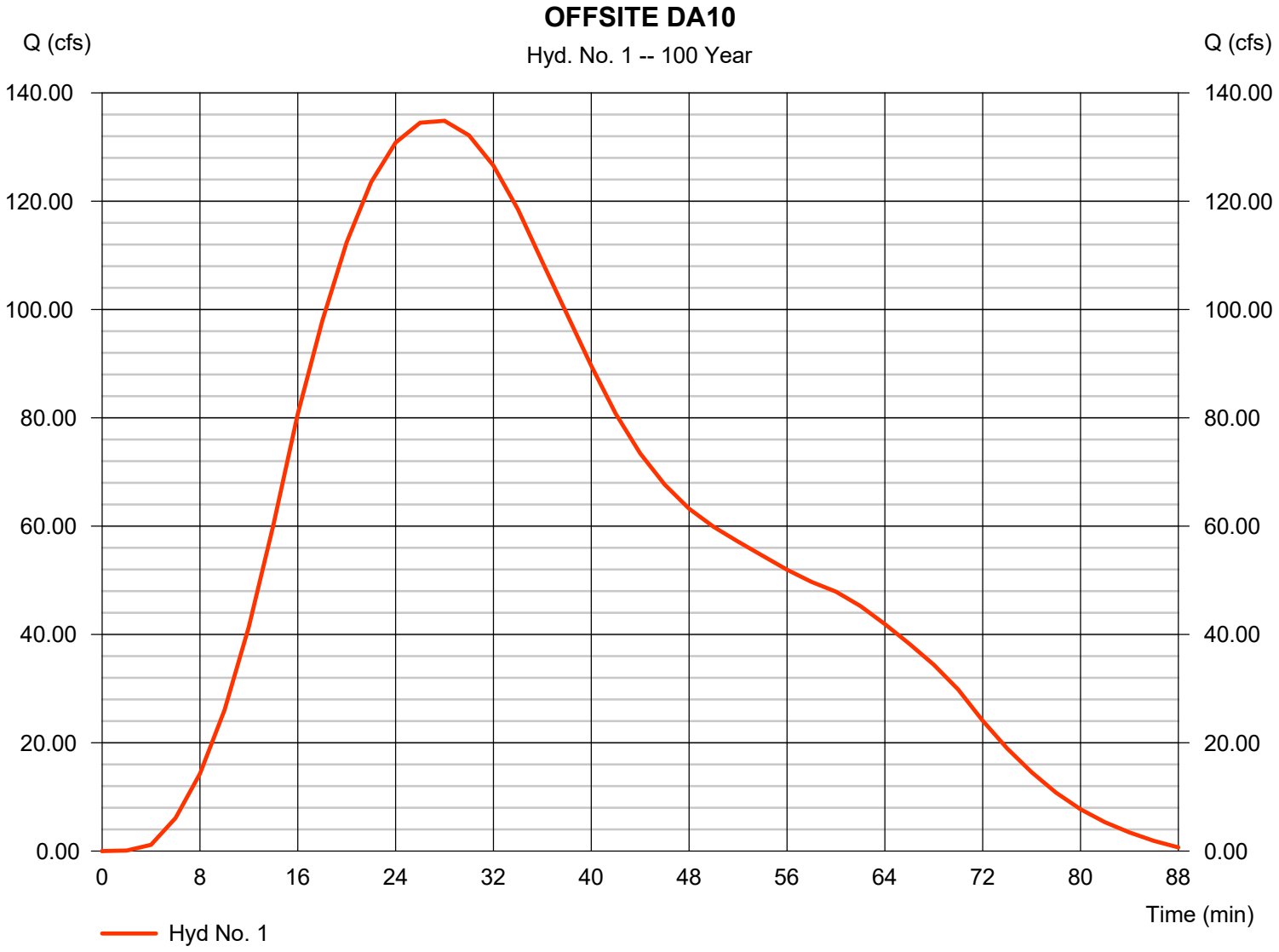
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	134.84	2	28	302,671	------	------	------	OFFSITE DA10
2	SCS Runoff	73.72	2	18	135,176	------	------	------	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**

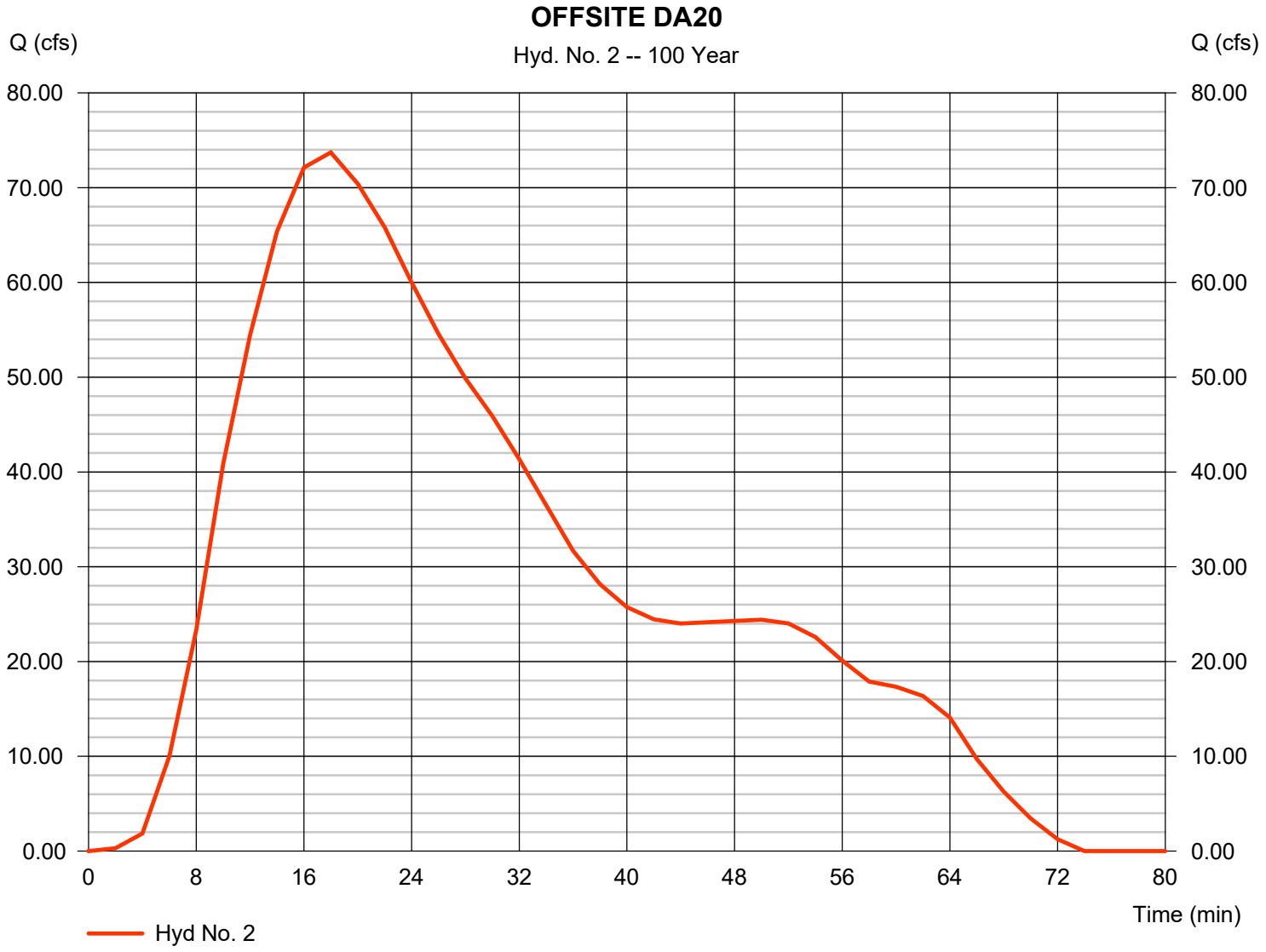
Total Travel Time, Tc ..... 20.00 min

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**

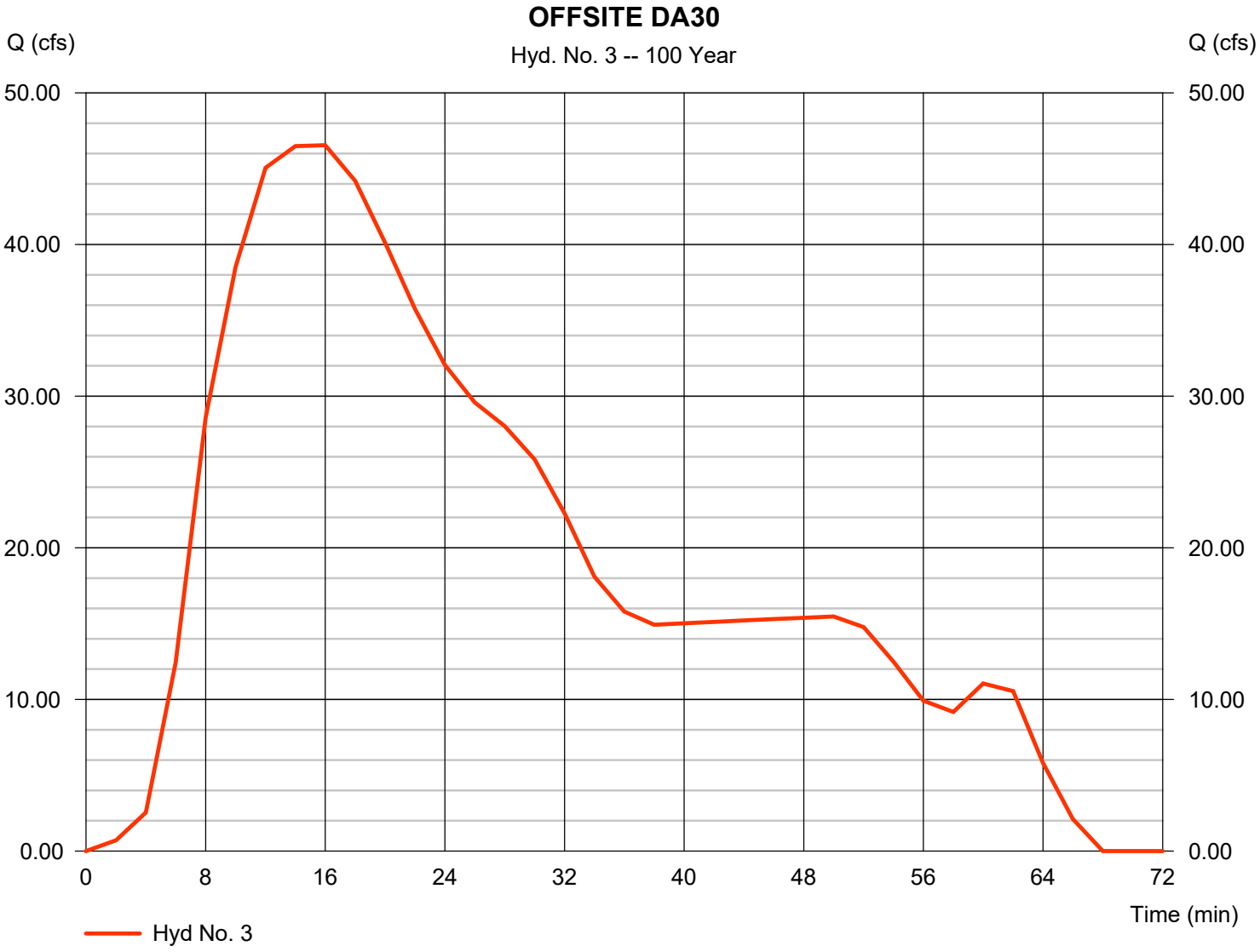
Total Travel Time, Tc ..... 9.70 min

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**

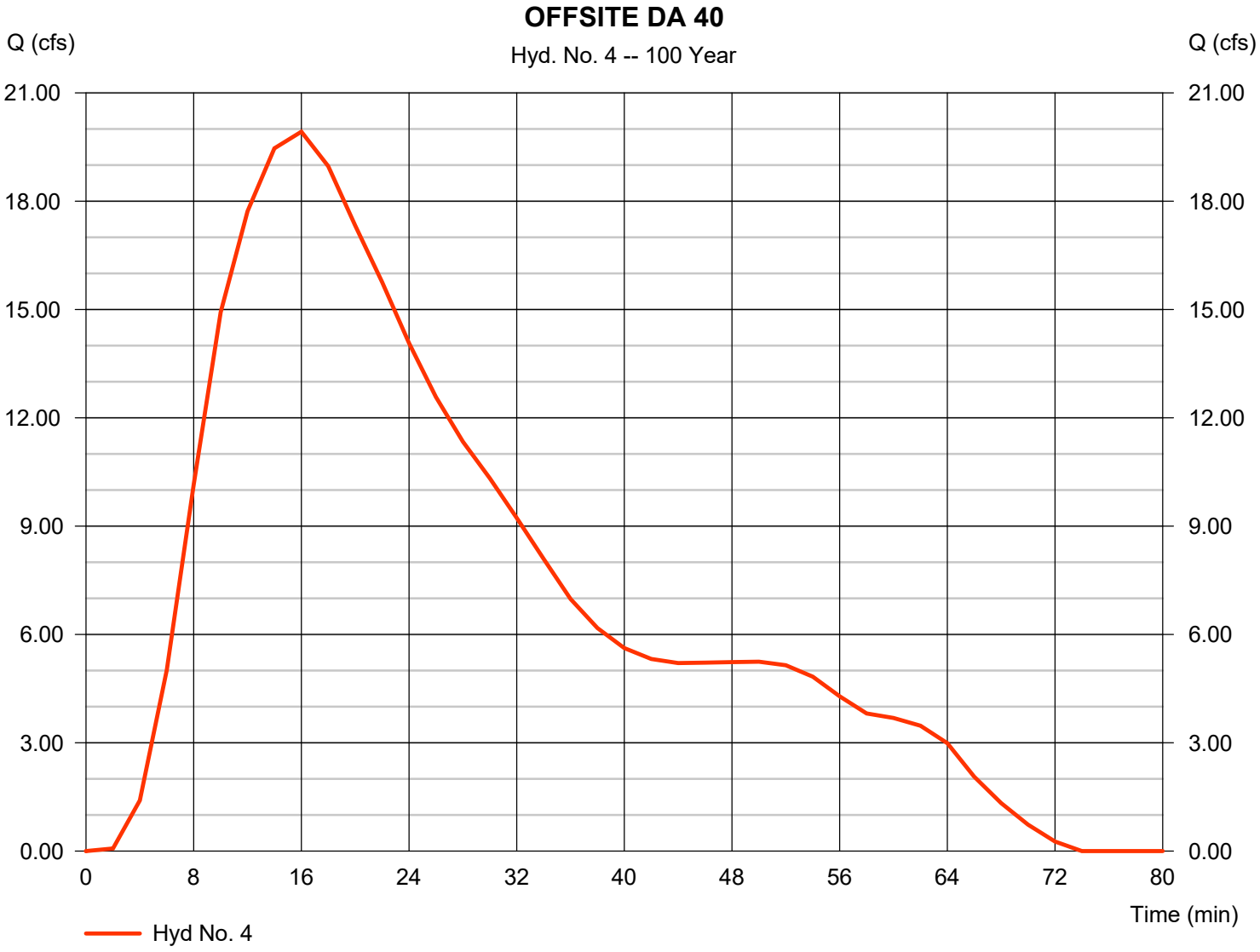
Total Travel Time, Tc ..... 6.00 min

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

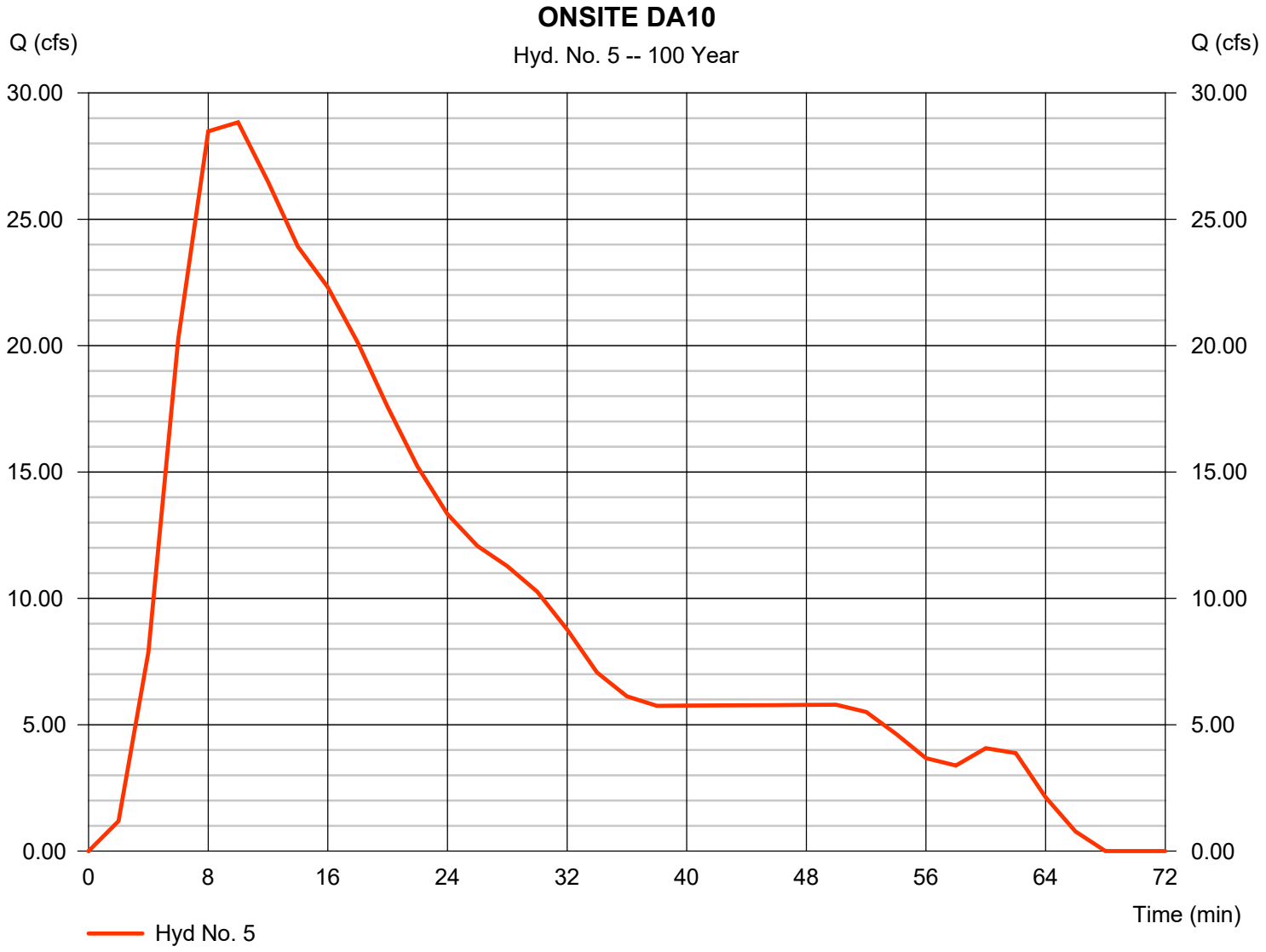
Hydrograph Report

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



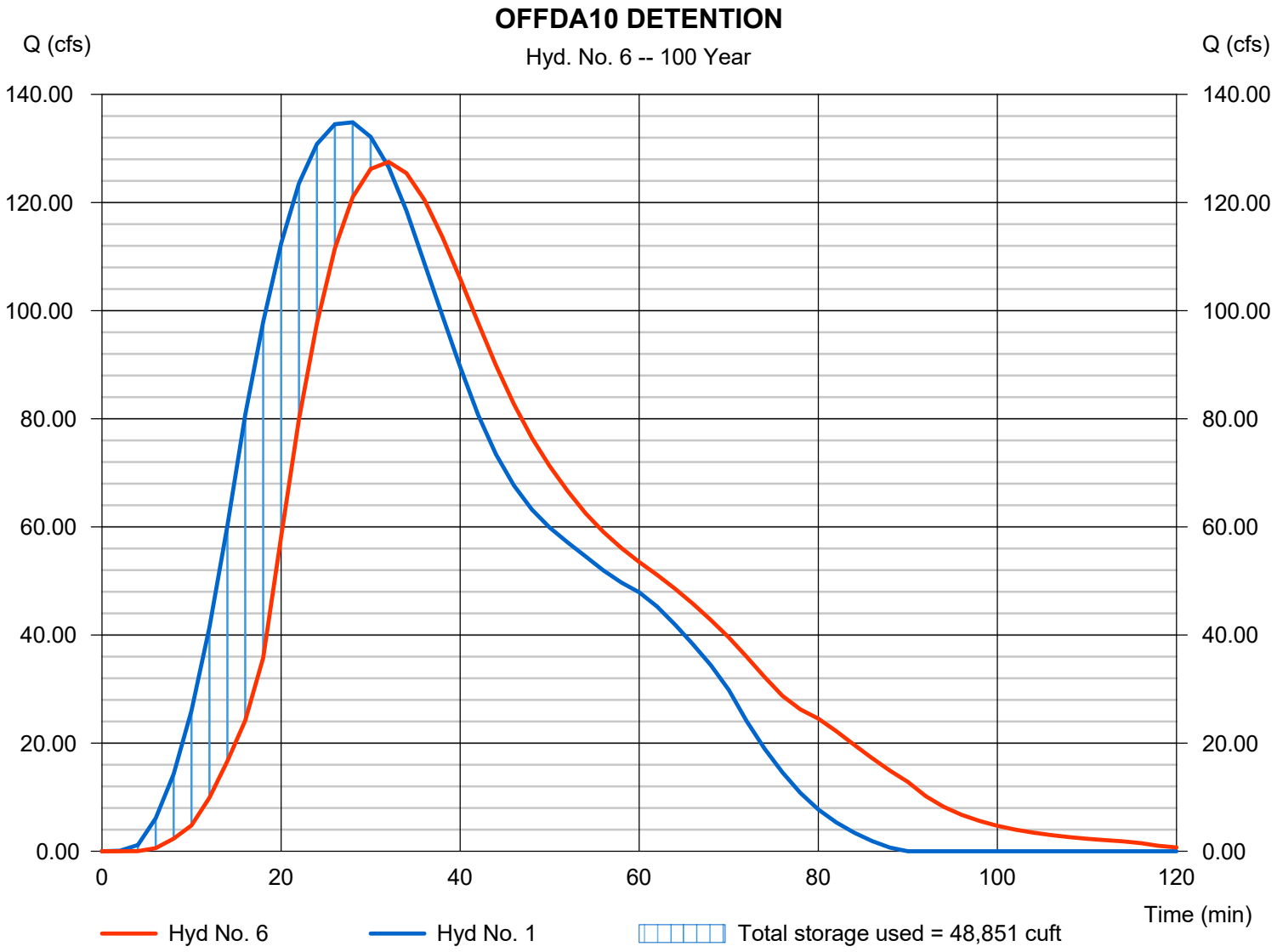
Hydrograph Report

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

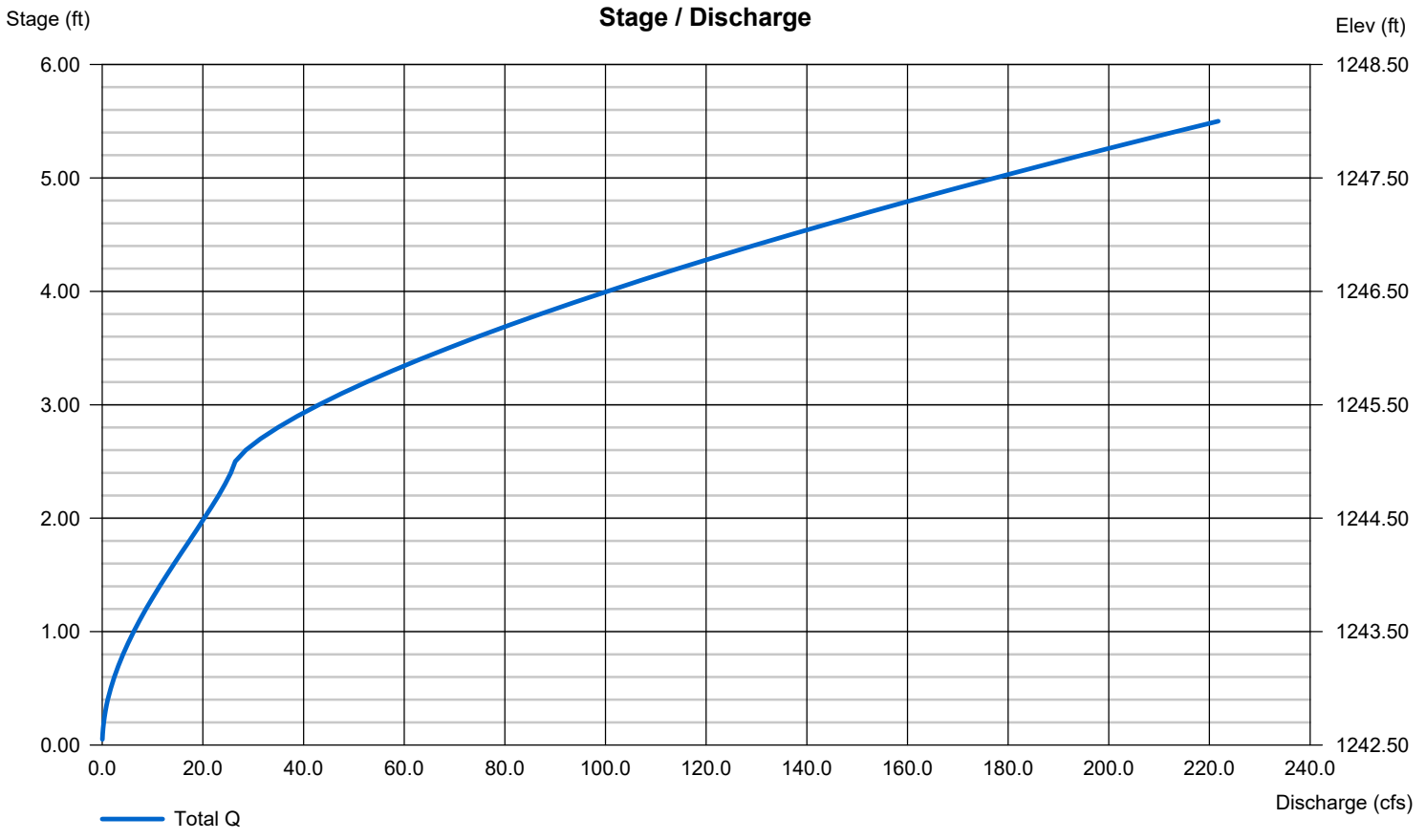
Weir Structures

	[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).



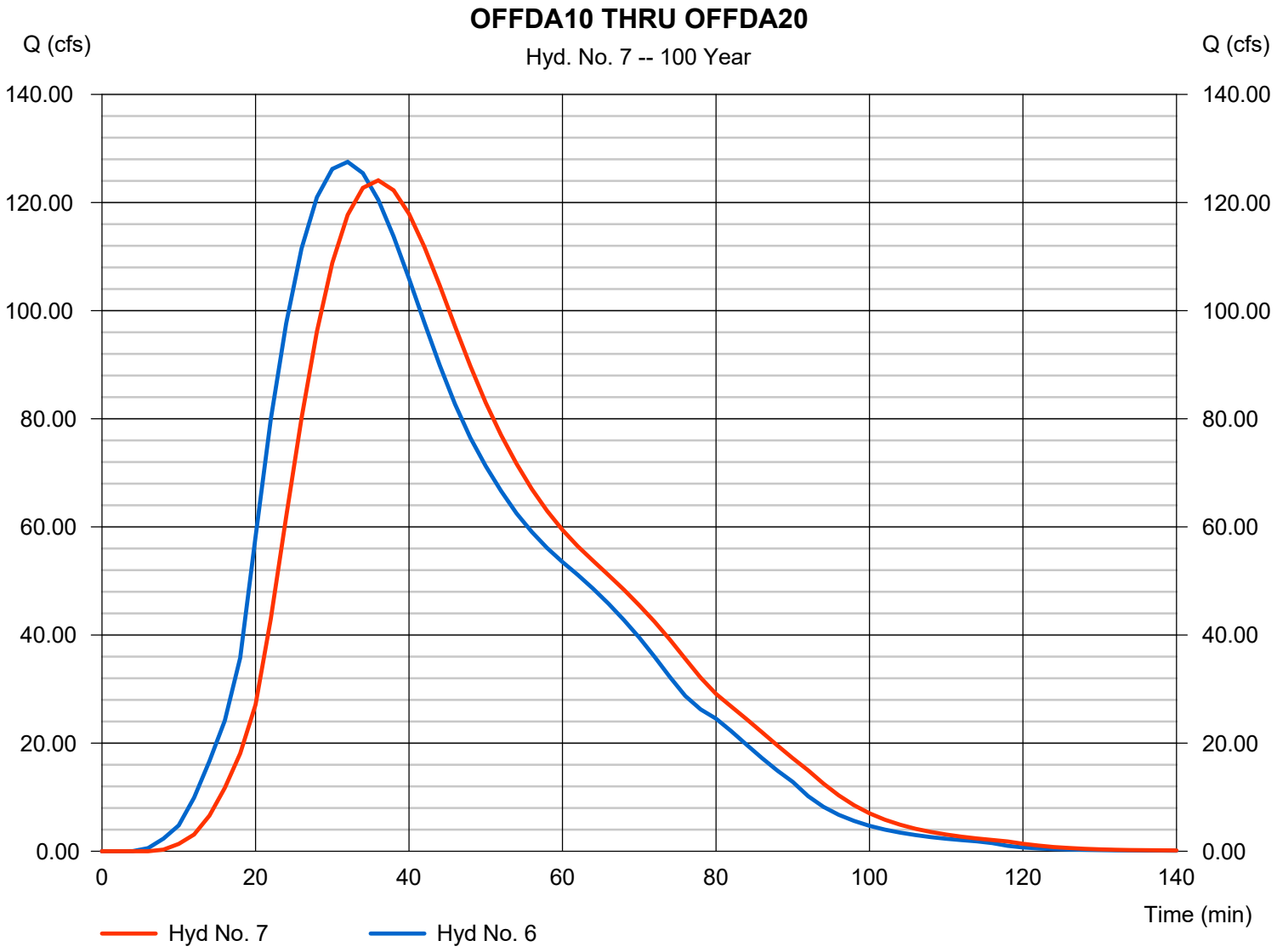
Hydrograph Report

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.



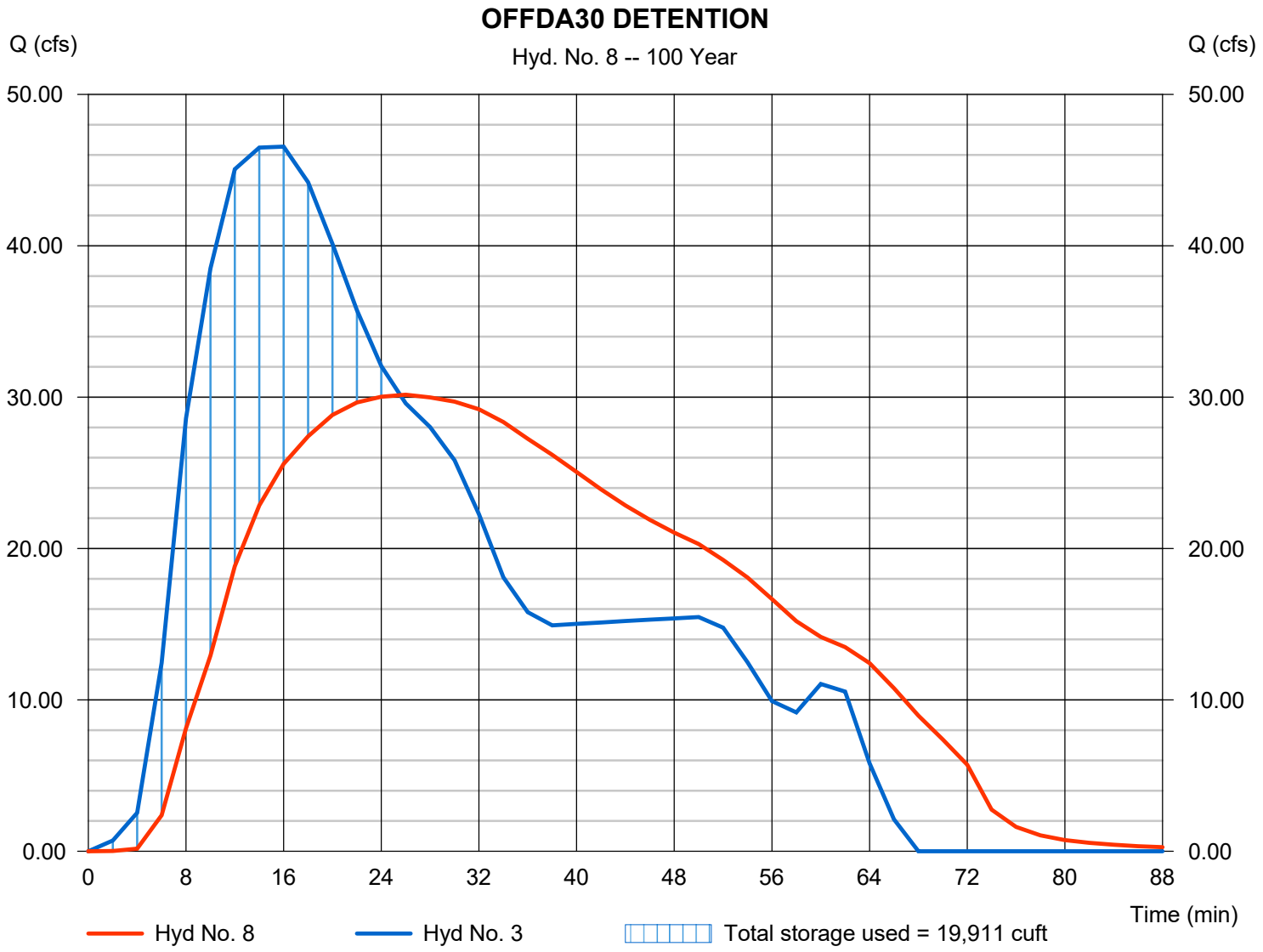
Hydrograph Report

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

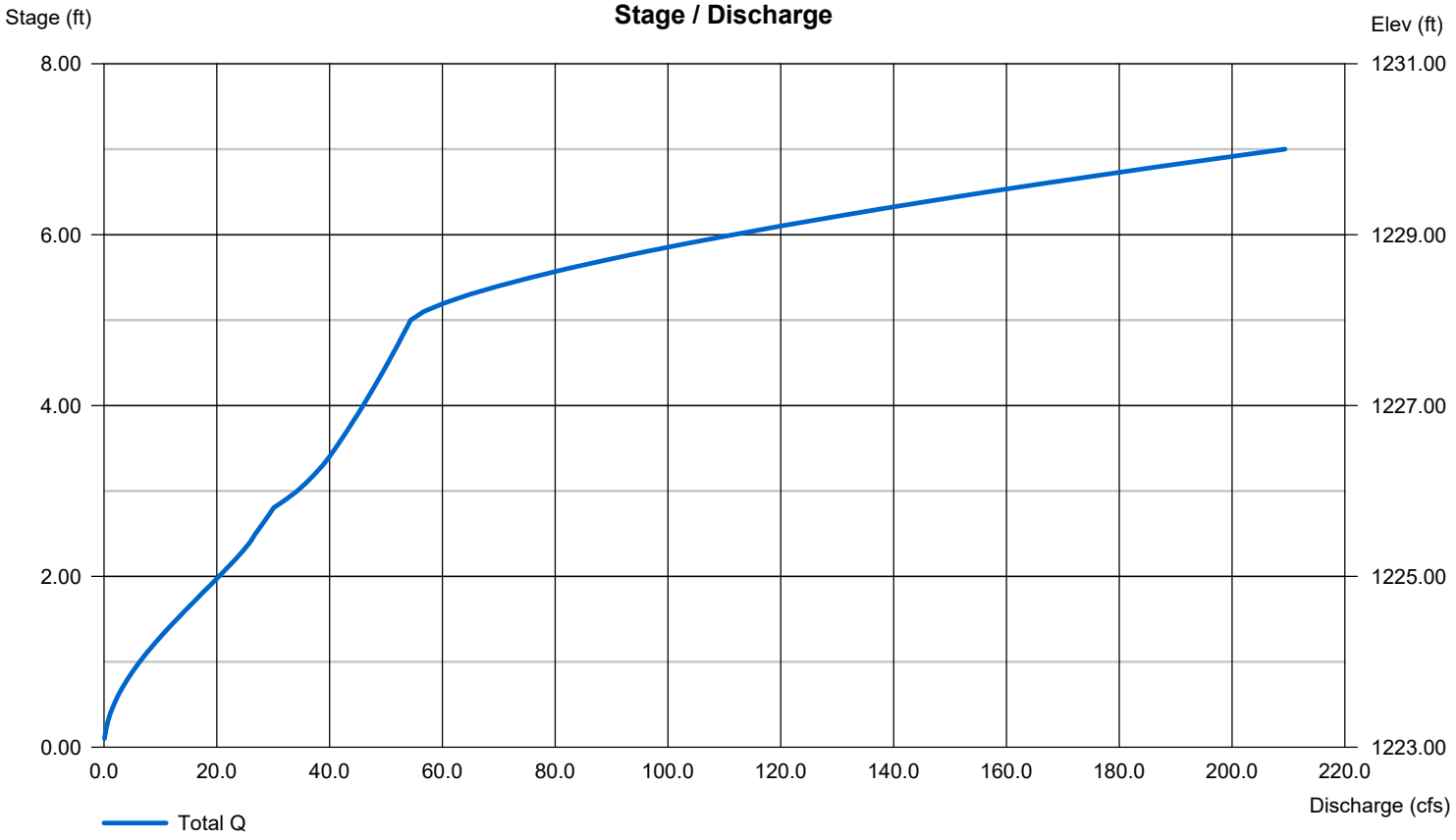
Culvert / Orifice Structures

	[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).

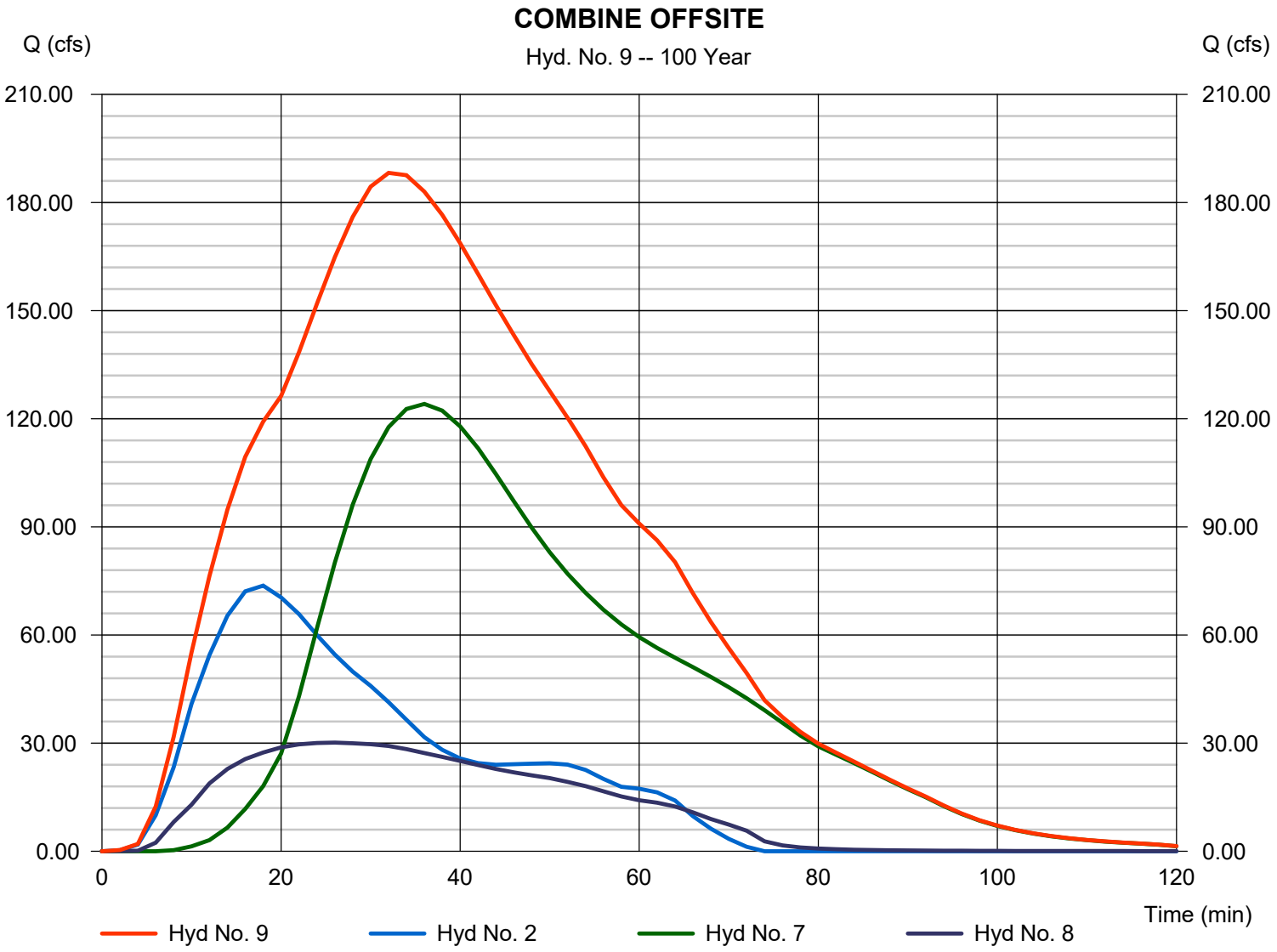


Hydrograph Report

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

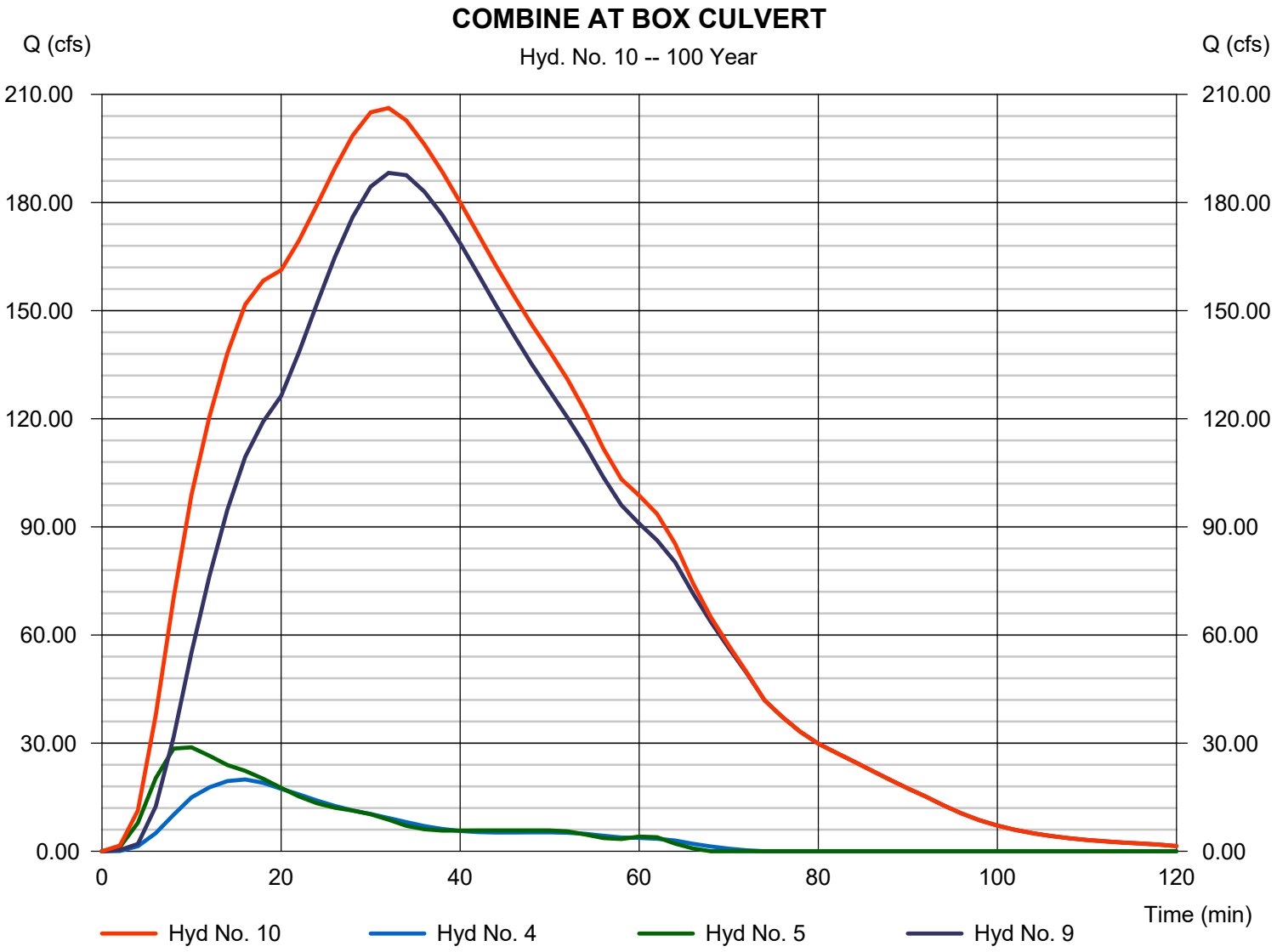


Hydrograph Report

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

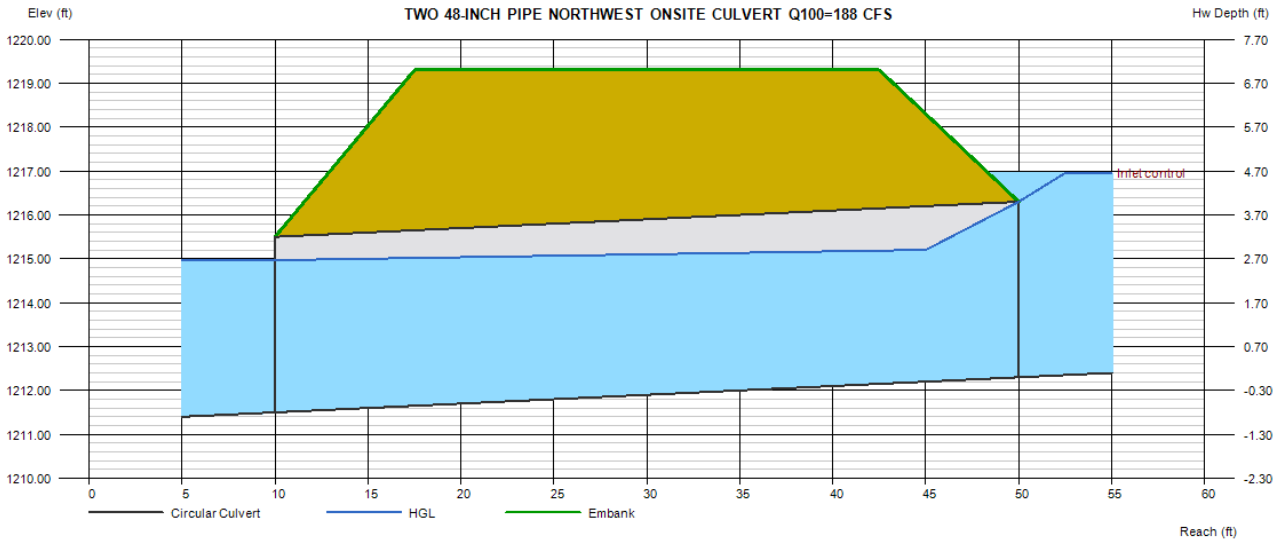
Top Elevation (ft)	=	1219.30
Top Width (ft)	=	25.00
Crest Width (ft)	=	10.00

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

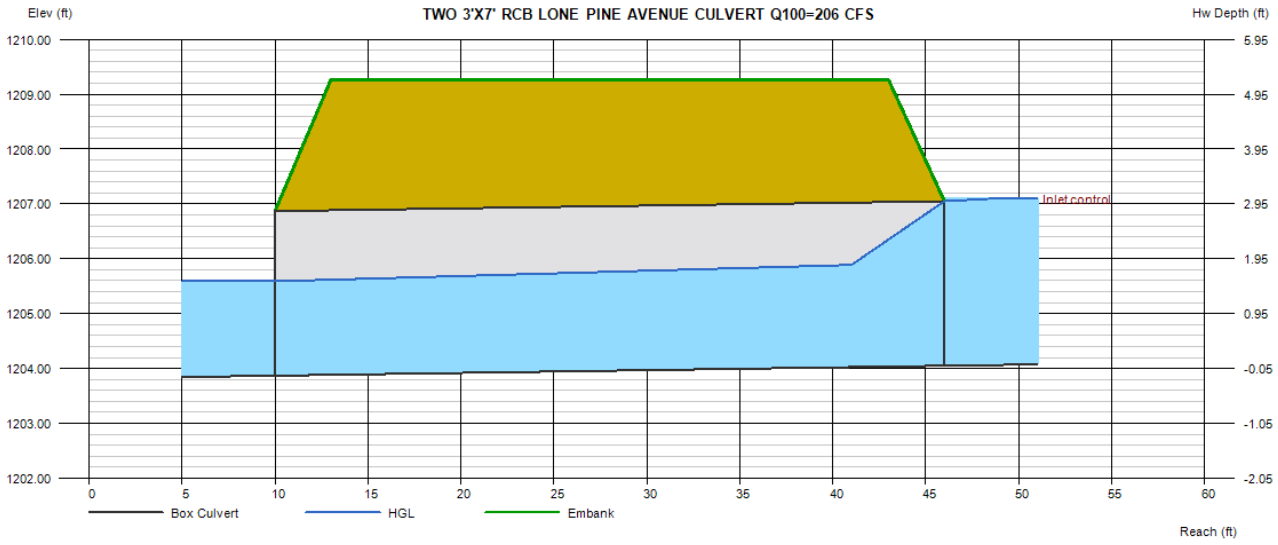
Top Elevation (ft)	=	1209.26
Top Width (ft)	=	30.00
Crest Width (ft)	=	30.00

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



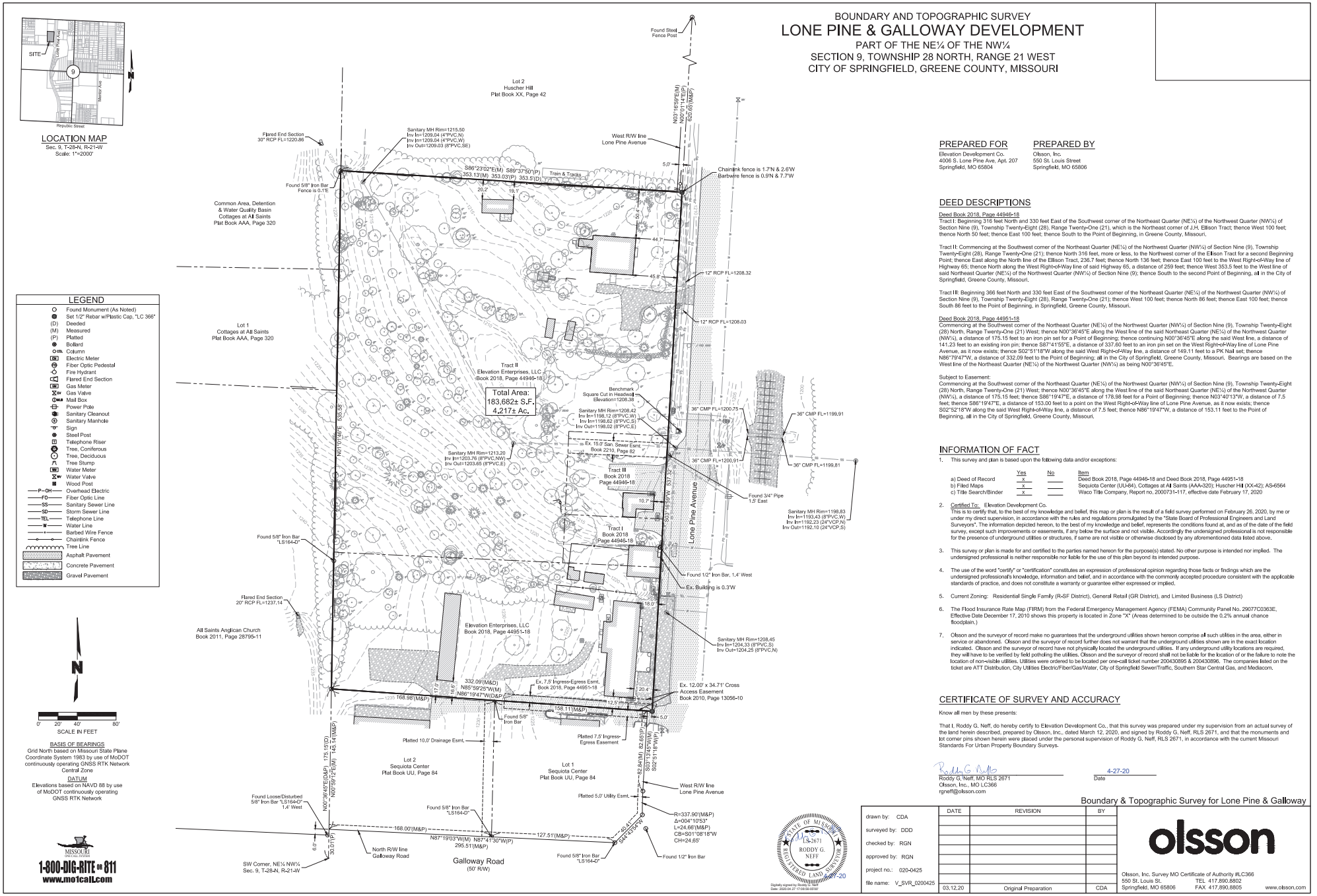
ELEVATION DEVELOPMENT CO SOLUTIONS
LONE PINE AND GALLOWAY

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
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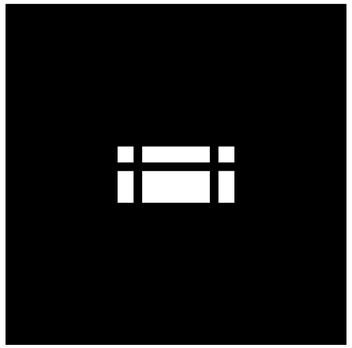
V_XTOPO_0200425



Lone Pine Development - Concept Design Illustrations

We don’t have clients. ***We have relationships.***

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Lone Pine Development - Concept Design Illustrations

view from Sequiota Park entry / exit drive

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Lone Pine Development - Concept Design Illustrations

southeast street view of Treadway Building at Lone Pine Avenue

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northwest sidewalk view of Treadway Building at Lone Pine Avenue

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Lone Pine Development - Concept Design Illustrations

southeast street view of Purple Shamrock + Sequiota Bike Shop along Lone Pine Avenue

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Lone Pine Development - Concept Design Illustrations

southeast street view of Two-Story Living along Lone Pine Avenue

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Lone Pine Development - Concept Design Illustrations

east street view of Two-Story Living along Lone Pine Avenue

Lone Pine Development - Sequiota Park View Exhibit

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Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park entry / exit drive

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Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park parking lot

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Lone Pine Development - Sequiota Park View Exhibit

matching east street view from Sequiota Park parking lot

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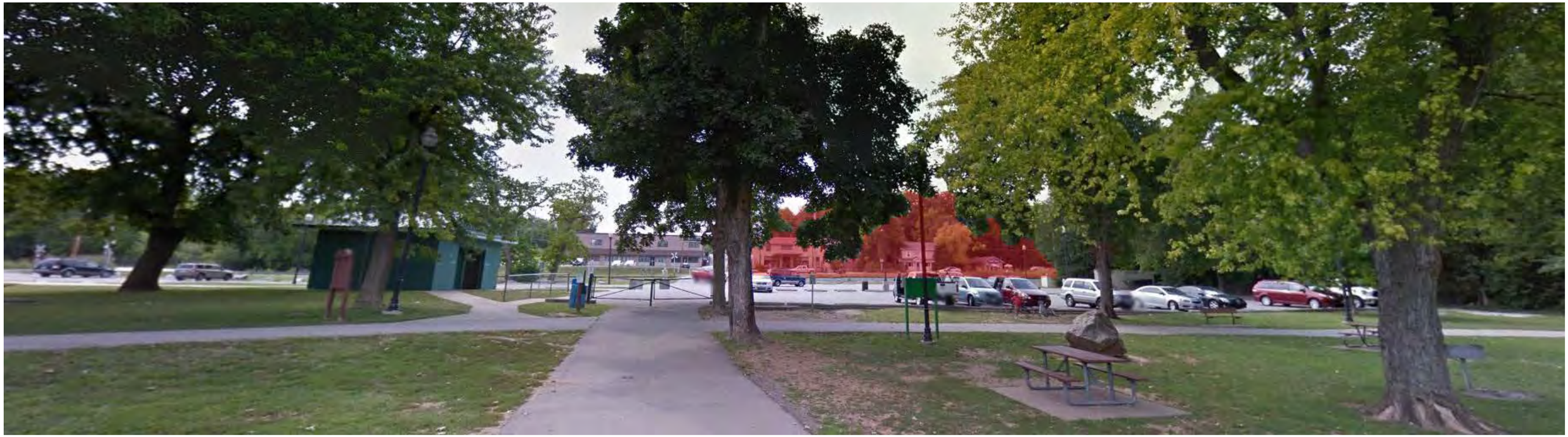



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Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from inside Sequiota Park - visible development in RED

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Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

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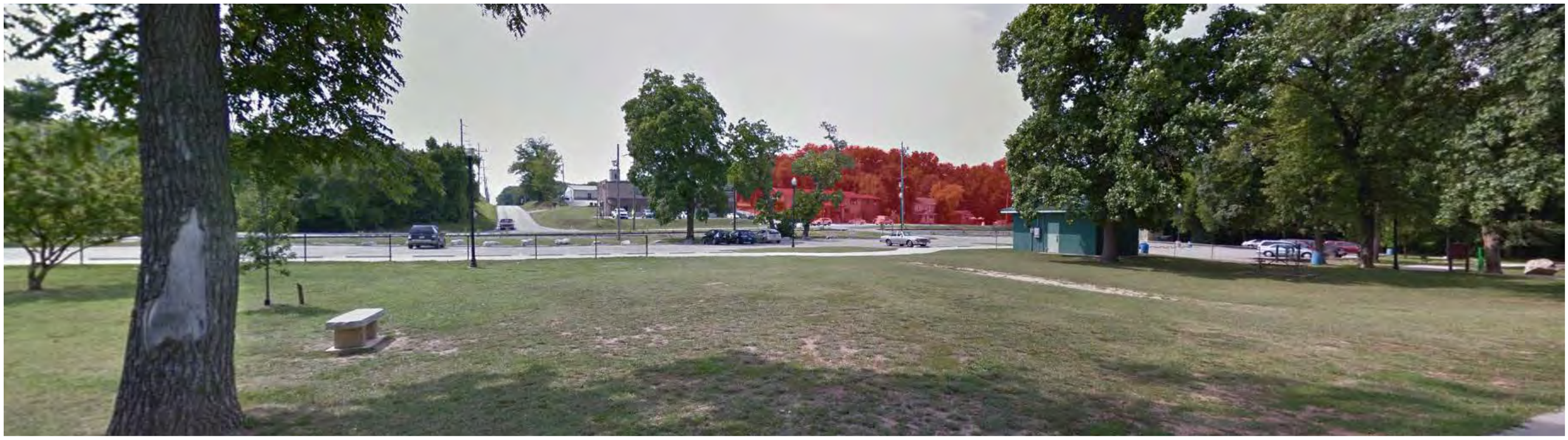

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Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

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Lone Pine Development - Sequiota Park View Exhibit

Google Earth pedestrian views from south on greenway trail inside Sequiota Park - visible development in RED

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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. X
P. Hrngs. ____
Pgs. 4
Filed: 12-08-20

Sponsored by: Ollis

COUNCIL BILL 2020- 298 RESOLUTION ____

A RESOLUTION

EXTENDING the declaration of an economic and housing access calamity for the purpose of continuing to allow service providers to provide food and lodging for the working poor and unemployed in the community; and providing a term for same.

WHEREAS, City Council first declared an economic and housing access calamity on December 14, 2009, by Resolution 9737; and

WHEREAS, said declaration has been renewed and revised, with the most recent renewal occurring by passage of Resolution 10437 on March 25, 2019; and

WHEREAS, the statewide poverty level is 14.2 percent while Springfield's level is 24.8 percent, according to the 2013-2018 American Community Survey 5-year profiles; and

WHEREAS, the worldwide coronavirus pandemic has slowed economic activity and led to restrictions on large gatherings of people, resulting in demand for housing and food services increasing significantly; and

WHEREAS, local service providers offering food and lodging for the homeless continue to experience high demand for services.

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

Section 1 – City Council hereby extends the declaration of an economic and housing calamity for the working poor and unemployed within the City of Springfield until City Council finds that there is no longer a need for the declaration of an economic and housing calamity, or Springfield's "individuals below poverty level" falls below the state level, or until April 30, 2023, whichever occurs first.

Section 2 – Individuals, agencies, or churches that can meet City building, safety, and health codes may establish facilities during the duration of this calamity to provide food and lodging to the unemployed and working poor who are without a permanent

residence or dwelling and shall not be considered “shelters” as that term is defined in Section 36-321 of the City Code of Springfield, Missouri. Density of population shall be determined in accordance with the City Code unless a different delegating density is set by the City Manager after consultation with the directors of the appropriate Departments. The Departments of Fire, Health, and Building Development Services, together with the City Manager, shall determine the applicability of the various City Codes and whether a facility meets such code provisions, as well as whether any Codes may be adjusted administratively on a site-by-site basis to meet the intent of this Resolution.

Section 3 – Individuals, agencies, and churches shall not be required, or considered to be required, to take any action by the passage of this Resolution, and any acts in furtherance of assisting the working poor and unemployed homeless in the City shall be voluntary.

Section 4 – The City Manager is hereby directed to develop appropriate requirements to ensure the health and safety of persons being lodged in any facility opened or operated in response to this declaration of a calamity. Such requirements may include, but not be limited to, the number of persons who may be in one of these facilities, registration of the facilities on a monthly or more often basis so that compliance with codes and requirements may be ensured, and the type of structures which may be used for such facilities based on the construction of the facilities under the Building Code.

Section 5 – The City Manager is hereby directed to report to Council on an annual basis information related to each facility, including, but not limited to, the number of nights open, the number of persons assisted with meals, the number of persons assisted with lodging, the number of calls for service, and compliance with City Codes.

Section 6 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-298

FILED: 12-08-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt a resolution re-establishing the declaration of an economic and housing access calamity that enables individuals, agencies or churches able to meet building, safety, and health codes for such a use to provide food and lodging to the unemployed and working poor who are without a permanent residence or dwelling; and, that such calamity shall be in effect from the date of passage until this Resolution is repealed or renewed, Springfield, Missouri's "individuals below poverty level" falls below the state level, or until April 30, 2023, whichever occurs first.

BACKGROUND: Overnight shelters, and other services, are permitted by Section 36-303(34) of the Zoning Ordinance of the City of Springfield, Missouri, when Council declares an economic and housing access calamity. Passage of this Resolution does not require individuals, agencies, and churches to take any action. Any acts assisting the unemployed and working poor in Springfield shall be voluntary.

City Council first adopted a resolution declaring an economic and housing access calamity on December 14, 2009. Council has extended the declaration seven additional times, most recently on March 25, 2019.

In the early spring, 2020 a worldwide Coronavirus Pandemic spread through the country causing the issuance of “stay-at-home” orders to combat the highly contagious virus. During this time, economic activity slowed resulting in a high unemployment rate. The homeless shelters were restricted from sheltering large groups creating an additional need for temporary shelters to house smaller groups of homeless persons to allow for safe separation. For example, they could no longer accommodate up to 50 men in one facility; it would now take up to 6 places to house that many persons while keeping the required separation. The demand for housing, used as a stable safe harbor, and requests for food services increased significantly. Local social service providers offering food and lodging for the homeless continue to experience high demand for services.

Passage of this Resolution will continue to allow individuals, churches, agencies, and not-for-profits able to meet building, safety, and health codes to provide food and lodging until the City Council finds that: (1) there is no longer a need for the declaration of an economic and housing access calamity, (2) Springfield, Missouri’s “individuals living below poverty level” falls below the state level, or (3) April 30, 2023, whichever occurs first. Currently, the statewide poverty level is 14.2 percent, while Springfield’s poverty level is 24.8 percent (2014-2018 American Community Survey 5-Year Estimates).

In addition, this Resolution directs the City Manager or his designee to review each facility and compile an annual report to City Council. The report would contain

information including but not limited to number of nights open, number of persons assisted, calls for service, compliance with city codes, etc.

The Ozarks Alliance to End Homelessness, Prosper Springfield and other groups continue to meet to develop strategies to address housing access and homelessness issues over the long term.

REMARKS: Staff recommends approval.

Submitted by:

Brendan K. Griesemer, AICP
Assistant Director

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

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P. Hrngs. _____
Pgs. 4
Filed 12-08-20

Sponsored by McClure

COUNCIL BILL 2020- 299 RESOLUTION _____

A RESOLUTION

RECOGNIZING the many partners who worked together to produce and stage the Mayor's Tree Lighting Holiday Show in a safe and effective manner, while bringing joy to the community and providing a safe outlet for children to visit Santa and Mrs. Claus and enjoy the downtown lights.

WHEREAS, each year, the Mayor's Tree Lighting Ceremony serves as the kickoff to the holiday season in Springfield; and

WHEREAS, for many Springfield children, the ceremony is one of the only places they are able to visit with Santa Claus without paying to do so; and

WHEREAS, this year, the event was expanded into the Mayor's Tree Lighting Holiday Show; and

WHEREAS, children and their families were invited to take "Selfies with Santa" via a drive-thru exhibit following the Tree Lighting, which was produced in conjunction with Hotel Vandivort, Systematic Savings Bank, and the City of Springfield; and

WHEREAS, the City's Department of Public Information and Civic Engagement, Public Works and Springfield Police Department went above and beyond to ensure this annual event could be staged safely during a pandemic; and

WHEREAS, KY3, Springfield Ballet, Springfield Regional Opera, Springfield Little Theatre and the Springfield Regional Arts Council increased their participation and shared their creative talent with the community; and

WHEREAS, the Ozarks Performing Arts League known as "OPAL" was formed to help ensure the sustainability of performing arts in our community, provided outstanding performances to the holiday show; and

WHEREAS, OPAL is a groundbreaking collaboration between Springfield Ballet, Springfield Little Theatre, Springfield Regional Opera and Springfield Regional Arts Council – four of the Ozarks region's leading arts organizations working together to offset the devastating consequences of COVID-19 on the arts economy; and

WHEREAS, the show was broadcast commercial free by KY3 TV, Springfield's Award-Winning NBC affiliate, and the show generated more than $10,000 in financial donations to OPAL; and

WHEREAS, American National Insurance provided $5,000 in support of OPAL in light of realizing OPAL members have lost $1.1 million in revenue, and that number is growing every day.

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

Section 1 – Mayor Ken McClure hereby recognizes the following departments and organizations for their extraordinary community spirit, holiday joy and overall dedication to improving Springfield's quality of place in an immeasurable amount:

- KY3 TV: General Manager Brian McDonough, News Director Bridget Lovelle, Community Relations Director Daniel Posey, Chief Photographer Ben Knaup, Ethan and Sara Forhetz, and the KY3 team.

- OPAL: *Little Theatre:* Beth Domann, Lorianne Dunne / YES Troupe, Becky Overend, Kim Crosby, and Jerrod Cate; *Springfield Ballet:* Ashley Walden, Andrew Parker and Dancers; *Springfield Regional Opera:* Chris Koch, Sean Spyres, Jennifer Forni, Jonathan Raney, and Ann Marie Daehn; *Springfield Regional Arts Council:* Leslie Forrester.

- ADDITIONAL PERFORMERS: Jessie Cowen, Luke Cooksey, Emalee Flatness, Matthew Hutchemann, Shaun Munday, and Jin J X.

- ADDITIONAL PARTNERS: John and Karen McQueary, Jennifer Peterson and Zac Oxley with *Hotel Vandivort*; Derek Fraley and *Systematic Savings Bank*; Mark Gable and Steve Tyler with *Builders Glass*; John Sellars with the *Fox Theater at the History Museum* on the Square.

- CITY EVENT PRODUCTION: *Department of Public Information and Civic Engagement:* Cora Scott, Melissa Haase, Sharon Spain, Jared Willard, David Cron, Jeff Gilmore, Tyler Hines, Kristen Milam, Mark Montgomery, Rebecca Pfitzner, Katlyn Langford, Regina Crumrine, Lisa Smith, Katherine Trombetta, Jasmine Bailey, and Chris Akins. *Public Works*: Dan Smith, Kirk Juranas, Matt Dwyer, Eric Claussen, Dean Freeman, Sean Dronick, Travis Stokes, Terry Allen, Joe Hamp, Buddy Hubbard, Jon Freeman, Marty Rosemanitz, Michael Marshall, Dennis Matthews, Jeff Lepold, Chris Coble, and Bryan Loughrige; *Springfield Police Department*: Lt. Mike Lucas and Officer Holly Counts.

Section 2 – This Resolution shall be in effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-____

FILED: ~~_____~~12-08-20

ORIGINATING DEPARTMENT: Public Information ~~&~~ and Civic Engagement

PURPOSE: To recognize the partners involved in the success of the Mayor's Tree ~~_____~~Lighting Holiday show.

BACKGROUND INFORMATION: Each year, the City hosts an outdoor ceremony at Park Central Square to officially kick off the holiday season in Downtown Springfield.

Each year, the Mayor's Tree Lighting ~~ceremony~~ Ceremony includes holiday music, dancing, comedy, and free events for kids of all ages. For many Springfield children, this is one of the only places they are able to visit with Santa Claus without paying to do so. With the barriers to gathering crowds during the COVID-19 pandemic, the format of the event had to be changed to a virtual one.

KY3, Springfield's award-winning NBC affiliate, and the Ozarks Performing Arts League partnered with the City this year to help produce and air a pre-recorded television special from two of Springfield iconic theaters: ~~the~~ The Landers on Walnut and the Fox Theater at History Museum on the Square. The special ended with a live television look at the lighting of the square.

Following the lighting, children and their families were invited to "Selfies with Santa" - a drive-thru exhibit produced in conjunction with Hotel Vandivort, Systematic Savings & Loan, and the City of Springfield.

The event also served to kick off the annual Festival of Lights, coordinated by the Downtown Springfield Association and Downtown Community Improvement District.

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Submitted and Recommended by: Approved by:

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Cora Scott, Director
Public Information and Civic Engagement

Jason Gage, City Manager

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Pgs. 7
Filed: 12-08-20

Sponsored by: McClure

COUNCIL BILL 2020 - 300 RESOLUTION _____

A RESOLUTION

READOPTING the City of Springfield's Legislative Priorities as amended for 2021; and repealing Resolution 10537.

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; and

WHEREAS, on November 30, 2020, in Resolution 10537, City Council previously adopted legislative priorities for 2021; and

WHEREAS, City Council wishes to amend the 2021 legislative priorities to include two amendments as requested by the City Council at their regular meeting on November 30, 2020.

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

Section 1 – City Council hereby repeals Resolution 10537 and 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: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 300

FILED: 12-08-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To readopt the City of Springfield's Legislative Priorities as amended for 2021, and to repeal Resolution 10537.

BACKGROUND INFORMATION: On November 30, 2020, City Council adopted the 2021 Legislative Priorities as Resolution 10537. At that time, two amendments to the Promote Public Safety general priority were suggested for future adoption. The amended language encourages additional State funding for rape kit testing and requests the expansion of collection of DNA samples from non-minors convicted of any felony offense. This Resolution adopts the City of Springfield's 2021 Legislative Priorities, with the two amendments and repeals Resolution 10537. Once adopted, these priorities will guide the City's elected officials and staff in their work with state and federal legislators during 2021. 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,
    - Expand the collection of DNA samples by requiring a sample be collected from any individual aged 18 or older who is arrested for any felony crime as defined by the Revised Statutes of the State of Missouri, and
    - legislation that is intended to provide additional funding for rape kit testing, 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 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.

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Pgs. 13
Filed: 12-08-20

Sponsored by: Council

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 301 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 58, 'Health and Sanitation,' by readopting and revising Article XIII, 'COVID-19 pandemic,' which adds regulations related to Face Coverings, occupancy limits, and physical distancing to respond to the COVID-19 pandemic; and declaring an emergency pursuant to City Charter Section 2.12.

_____

WHEREAS, in December 2019, medical professionals detected a novel coronavirus, now designated as "SARS-CoV-2," which causes a disease known as "coronavirus disease 2019" abbreviated and popularly known as "COVID-19"; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared an outbreak of COVID-19 as a Public Health Emergency of International Concern, advising countries to prepare for containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, on March 11, 2020, the World Health Organization Director General characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency; and

WHEREAS, COVID-19 is spread person to person through direct or close proximate contact and presents an imminent threat of widespread illness and a threat to public health; and

WHEREAS, on March 16, 2020, the Mayor determined there reasonably appeared to exist a state of civil emergency which required a response by the City to protect human life, and, therefore declared a local state of civil emergency; and

WHEREAS, due to the continuing public health crisis created by COVID-19, the Mayor renewed his declaration of civil emergency on March 24, 2020; April 6, 2020;

April 30, 2020; May 20, 2020; June 12, 2020; August 13, 2020; and September 10, 2020; and

WHEREAS, on July 13, 2020, City Council adopted General Ordinance 6607 to create a strong community response that could slow the rate of COVID-19 in our community and protect public health and safety due to a high rate of growth of COVID-19 cases in the southwest Missouri region; and

WHEREAS, General Ordinance 6607 included a sunset provision and expired on October 11, 2020; and

WHEREAS, on September 18, 2020, the Springfield-Greene County Health Department released a memo titled “Moving Forward on the Road to Recovery” describing the continued evidence supporting face coverings locally and nationally; and

WHEREAS, while COVID-19 cases continued to grow in Springfield, evidence of the success of face coverings could be seen in the relatively low percentage of cases in school-aged children in Springfield Public Schools, which currently imposes a masking requirement, and in Springfield’s churches, which had widely implemented the City’s face covering requirements; and

WHEREAS, cases in the community increased in the months prior to October and in September, the community saw more than 2,600 cases and 40 deaths, both of which at the time were the highest for any month since the beginning of the COVID-19 pandemic; and

WHEREAS, on October 5, 2020, City Council adopted General Ordinance 6619 to continue a strong continue response to slow the rate of COVID-19 in our community and protect public health and safety; and

WHEREAS, General Ordinance 6619 includes a sunset provision and will expire on January 9, 2021; and

WHEREAS, as of December 3, 2020, there have been 15,643 cases of COVID-19 and 216 deaths in Greene County, and at the present time, Greene County’s hospital capability score is 5.5 out of 10 and our Public Health Capability Score is 1.0 out of 10, representing our community’s decreasing capability to respond to additional cases; and

WHEREAS, while not one public health prevention measure is enough to improve these capability scores alone, it is imperative the City continues all mitigation efforts, including masking and occupancy restrictions, so that our community may have some capacity to continue to respond to this pandemic; and

WHERAS, the increase of COVID-19 cases in Christian County declined in the 28 days following the recent implementation of masking ordinances by Nixa and Ozark, and it is critical that Springfield continues to contribute to a regional face covering approach to help our broader community reduce the spread of COVID-19; and

WHEREAS, it is the judgment of City Council that a continued strong community response could slow the rate of spread of COVID-19 in our community and would protect public health and safety and that the community cannot afford to reduce its efforts to slow the spread of COVID-19; and

WHEREAS, this Ordinance is designed to provide basic protections to public health and safety in our community and not to restrict businesses and other entities from imposing stricter requirements to protect their staff, patrons, and our community.

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

NOTE: Added language is <u>underlined</u>, deleted language is ~~stricken~~.

<u>Section 1</u> – The Springfield City Code, Chapter 58, 'Health and Sanitation,' is hereby amended by readopting and revising Article XIII, 'COVID-19 pandemic,' which shall read as follows:

Section 58-1100. – Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business means any for-profit company, non-profit organization, benevolent association, or educational entity, regardless of its legal organization, form, entity, tax-treatment or structure.

Face Covering means a device that covers the nose and mouth.

Personal care services include, but are not limited to, barbers, hairdressers, manicurists, estheticians, piercing technicians, tattoo artists, and massage therapists.

Public Accommodation means a Business or other facility, both public and private, both indoors and outdoors, open to and used by the public, including but not limited to retail stores including groceries, service establishments, schools except schools of higher education, other educational providers, transportation services and associated waiting areas, public and private social clubs, and sporting events.

Section 58-1101. - Centers for Disease Control (“CDC”) social distancing requirements.

All Businesses shall carry out to the greatest degree possible CDC recommended social distancing and cleaning guidelines in all situations, including, but not limited to, when customers are standing in line or when individuals, including employees, are using shared indoor or outdoor spaces, except as otherwise provided in this Article. If a Business cannot comply with CDC recommended social distancing, then said Business shall carry out to the greatest degree possible social distancing of at least 3 feet and comply with the Face Covering requirements of this Article.

Section 58-1102. - Face coverings in places of Public Accommodation.

(a) Except as otherwise provided in this Article, all persons over the age of 11, including employees or visitors, present in those parts of any Public Accommodation open to the public must wear a Face Covering, including while standing in a line to enter the place of Public Accommodation, subject to the following exceptions:

(1) Children under the age of 3;

(2) Children ages 3 to 11 are strongly encouraged, but not required to wear a Face Covering, while under the direct supervision of an adult;

(3) Persons with health conditions that prohibit wearing a Face Covering, such as persons who have trouble breathing due to an underlying condition, or who are unconscious, incapacitated, or otherwise unable to remove a Face Covering without assistance. Persons who are unable to wear a Face Covering are strongly encouraged to use options such as curbside pickup or delivery when available. Nothing in this Article shall prohibit any Business, as defined in this Article, from requiring Face Coverings for entry or from providing alternative options for service or accommodation for individuals without Face Coverings;

(4) Persons who are hearing impaired, or someone who is communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication;

(5) Persons who are at a place of Public Accommodation who are consuming food or drink while maintaining a physical distance from other groups of patrons of a least six feet, but such persons must wear a Face Covering while in waiting areas and while walking to and from seating or other parts of the premises;

(6) Persons at a swimming pool;

(7) Persons who are obtaining a service involving the face or nose for which temporary removal of the Face Covering is necessary to perform the service;

(8) Persons playing a sport, exercising or using exercise equipment while exerting themselves;

(9) Persons working in settings which might increase the risk of heat-related illnesses;

(10) Persons who are outdoors while maintaining physical distancing of at least six feet, except as otherwise provided in this Article, and persons who are outdoors who are closer than six feet to solely members of their own household; and

(11) Speakers and performers while addressing and performing for a group of persons, provided the speakers and performers can maintain a distance of at least six feet from any other person; and

(b) Except as otherwise provided in this Article, all places of Public Accommodation shall require Face Coverings as described in this Article.

Section 58-1103. - Rules for certain services, businesses, and activities.

(a) Personal care services.

(1) Businesses providing personal care services shall limit the number of all persons, including but not limited to employees, vendors, and customers, in any particular Business location at any one time to a maximum of:

The result of the total square feet of that part of the building devoted to the subject Business divided by 30 times 50 percent.

(2) In addition to the social distancing requirements set out in Section 58-1101, all Businesses providing personal care services shall require Face Coverings as described in Section 58-1102.

(b) Retail businesses.

(1) Any Business engaged in retail sales to the public shall limit the number

of customers in any particular Business or retail location at any one time to a maximum of:

The result of the total square feet of that part of the building devoted to the subject Business divided by 30 times 50 percent.

(2) All Businesses engaged in retail sales to the public shall require Face Coverings as described in Section 58-1102.

(c) Restaurants.

(1) Counter seating and self-service buffets shall not be allowed.

(2) Indoor dine-in services may be provided only with physical distancing of at least six feet between groups of patrons dining together unless solid barriers at least six feet tall have been installed between tables or booths. Patrons must wear a Face Covering in waiting areas and while walking to or from seating or throughout the restaurant.

(3) Patio seating may be provided and if physical distancing of at least six feet between groups of patrons dining together cannot be maintained, patrons must wear a Face Covering while seated except when drinking or eating. Patrons must wear a Face Covering in waiting areas and while walking to or from seating or throughout the restaurant.

(4) Staff must wear a Face Covering at all times when they are working in any space where food or drinks are prepared for sale to others and when they are serving others.

(5) All providers of restaurant services to the public shall require Face Coverings as described in this section and in Section 58-1102.

(d) Sports spectators.

(1) Spectators at outdoor sporting events and practices must wear a Face Covering if they cannot maintain a physical distance of at least six feet.

(2) Spectators at indoor sporting events and practices must wear a Face Covering as described in Section 58-1102.

(3) Umpires, referees, coaches and other team support personnel shall not be considered a spectator for purposes of this Article, although they are encouraged to wear a Face Covering.

(4) The maximum number of customers and/or patrons allowed in a facility shall be limited to 35 or the result of the total square feet of the facility divided by 30 times 50 percent, or 50 percent of the total occupancy of fixed seating in a spectator area, whichever is greater.

(5) The maximum number of customers and/or patrons allowed in any outdoor space or area shall be limited to 35 or the result of the total square feet of the space or area divided by 30 times 50 percent, whichever is greater.

(6) All providers of sports activities with spectators shall require Face Coverings as described in this section and in Section 58-1102.

(e) Enhanced risk activities.

(1) An Enhanced Risk Activity is any business or non-business activity that enhances the risk of the spread of a communicable disease by bringing groups of people together to share the same space, indoors or outdoors, in close physical proximity for a period of time. Examples of said activities include but are not limited to:

a. Entertainment, movies, concerts and other live performances, dancing, arcades, gaming, bowling, and billiards and pool;

b. Exhibitions and museums;

c. Fitness classes;

d. Religious services;

e. Conferences, and seminars;

f. Bars, nightclubs, and brewery taprooms;

(2) Notwithstanding any other provision in this Article, an Enhanced Risk Activity is subject to the following at any one time at a particular facility:

a. The maximum number of customers and/or patrons allowed in a facility shall be limited to 35 or the result of the total square feet of the facility divided by 30 times 50 percent, or 50 percent of the total occupancy of fixed seating in a spectator area, whichever is greater, and

b. The maximum number of customers allowed in any outdoor space or area shall be limited to 35 or the result of the total square feet of the space or area divided by 30 times 50 percent, or 50 percent of the total occupancy of fixed seating in a spectator area, whichever is greater.

(3) No counter seating shall be used during any Enhanced Risk Activity.

(4) All providers of an Enhanced Risk Activity shall require Face Coverings as set out in Section 58-1102. Staff must wear a Face Covering at all times when they are working in any space where food or drinks are prepared for sale to others and when they are serving others. Notwithstanding any other provision in this Article, participants in a baptism ceremony shall not be required to wear a Face Covering during a baptism ceremony or while photographs of the baptism are taken.

(f) Swimming pools.

(1) The maximum number of customers and/or patrons allowed at any one time at a particular swimming pool shall be limited to the bather load of the pool times 50 percent.

(g) Weddings.

(1) The maximum number of customers and/or patrons allowed in a facility shall be limited to 35 or the result of the total square feet of the facility divided by 30 times 50 percent, whichever is greater

(2) The maximum number of customers allowed in any outdoor space or area shall be limited to 35 or the result of the total square feet of the space or area divided by 30 times 50 percent, whichever is greater.

(3) All providers of weddings shall require Face Coverings as set out in Section 58-1102. Notwithstanding any other provision in this Article, the wedding party shall not be required to wear a Face Covering during a wedding ceremony or while photographs of the wedding and reception are taken.

(h) Funerals.

(1) The maximum number of persons allowed into a funeral, visitation, or wake at any one time for a facility shall be limited to 35 or the result of

the total square feet of the facility divided by 30 times 50 percent, whichever is greater.

(2) All providers of funerals, visitations, or wakes shall require Face Coverings as set out in Section 58-1102.

(i) Childcare programs and day camps.

(1) Childcare programs must follow the social distancing provisions set out in Section 58-1101.

(2) Day camps must be carried out in stable groups, preferably with 25 or fewer (“stable” means that the same 25 or fewer children are in the same group each day); children must not change from one group to another; and if more than one group of children is cared for at one facility, each group must be in a separate room. Groups must not mix with each other; and childcare providers must remain solely with one group of children.

(3) All providers of childcare programs and day camps shall require Face Coverings as set out in Section 58-1102.

(j) Special events.

(1) A permit for a Special Event required pursuant to City Code Section 2-503 for a Special Event using City-owned property, public right of way, public streets, public buildings or other city facilities shall not be issued unless the maximum number of participants is not greater than the result of the total square feet of the space or area in which the Special Event is held divided by 30 times 50 percent.

(2) All providers of a Special Event shall require Face Coverings as set out in Section 58-1102.

Section 58-1104. - Penalties.

(a) A person who fails to wear a Face Covering when wearing a Face Covering is required by the provisions of this Article shall be guilty of a violation of a municipal ordinance, punishable by a fine not exceeding $100.00.

(b) A person who owns, manages, operates, or otherwise controls a place at which wearing Face Coverings is required by this Article and who fails to comply or to

require compliance with the provisions of this Article shall be guilty of a violation of a municipal ordinance, punishable by a fine not exceeding $100.00.

No person shall be in violation of this subsection if such person or the place the person owns, manages, operates or otherwise controls requires compliance with the provisions of this Article to wear a Face Covering and a patron or customer refuses to wear a Face Covering.

(c) A person who owns, manages, operates or otherwise controls a place which violates provisions of this Article aside from Face Covering requirements shall be guilty of a violation of a municipal ordinance and shall be punished as provided in Springfield City Code Section 1-7.

(d) In addition to the fines established by this section, violation of this Article by a person who owns, manages, operates, or otherwise controls a place at which wearing Face Coverings is required by this Article may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

(e) Violation of this Article is hereby declared to be a public nuisance, which may be abated by the city manager by restraining order, preliminary and permanent injunction, or other means provided for by law, and the city may take action to recover the costs of the nuisance abatement.

(f) Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

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

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

Section 4 – City Council hereby finds and declares that an emergency exists in that this adoption of this Ordinance 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 immediately upon adoption and shall expire and cease to be in effect at 11:59 p.m. on April 9, 2021, unless a new ordinance amends the sunset date of this Ordinance or readopts its provisions.

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 2020-301

FILED 12-08-20

ORIGINATING DEPARTMENT: Springfield Greene County Health Department

PURPOSE: To continue Springfield's Road to Recovery plan including the extension of the face covering/masking requirement for areas of public accommodation.

BACKGROUND INFORMATION:

Springfield's Road to Recovery Plan Phase 3A has been in place since July 16, 2020. The Phase 3A orders relaxed some COVID-19 restrictions while implementing a face covering/masking requirement for areas of public accommodation. Based on evidence cited by the Centers for Disease Control and Prevention, the White House Coronavirus Task Force and the World Health Organization, as well our own local experiences with the effectiveness of these measures, it is the firm recommendation of the Springfield-Greene County Health Department that the current phase continue.

As of December 3, 2020, there have been 15,643 cases of COVID-19 and 216 deaths in Greene County. At the present time, the county's hospital capability score is 5.5 out of 10 and our Public Health Capability Score is 1.0 out of 10, representing our community's decreasing capability to respond to additional cases. While not one public health prevention measure is enough to improve these capability scores alone, it is imperative we continue all mitigation efforts, including masking and occupancy restrictions, so that we may have some capacity to continue to respond to this pandemic.

While Springfield continues to be one of the few southwest Missouri communities that requires masking, others have adopted mandates recently, following the growing evidence of the measure's effectiveness. In Christian County, for example, Nixa and Ozark implemented masking ordinances on October 21, 2020 with positive outcomes. In the 28 days leading up the masking ordinances, there was a 62% increase in positive COVID-19 cases in Christian County. In the 28 days following the implementation of the masking mandates, the increase was 49%. It is critical that the city of Springfield continues to contribute to a regional masking approach, as city and countywide mandates are currently the only way for our entire community to experience the benefits of a blanket approach in lieu of a statewide mandate.

The use of face coverings is non-intrusive way to reduce the spread of COVID-19. Masking, combined with physical distancing and frequent hand washing are crucial to reducing illnesses, hospitalizations and deaths associated with the coronavirus pandemic and removing this requirement will have a detrimental effect within the community.

REMARKS:

Currently, there are two COVID-19 vaccine candidates under Emergency Use Authorization review by the Federal Drug Administration. A determination on these requests will be made later this month. If approved, vaccine to prevent and reduce the severity of COVID-19 are anticipated to be available in our community before the end of 2020. Vaccinations will begin with both health care personnel and individuals within long term care facilities. Moving into this phase of the community response to COVID-19 is extremely encouraging and is expected to be the most effective tool we have. Our department will be working closely with local and regional partners to implement the state's plan to vaccinate Missourians. In the coming weeks and months, this effort will help to shed light on the need for ongoing community mitigation efforts such as occupancy restrictions and mask use.

Submitted by:

Cara Erwin

Cara Erwin, Information and Outreach Manager
Springfield-Greene County Health

Recommended by:

Jon Mooney, Assistant Director
Public Health and Welfare

Approved by:

Jason Gage,
City Manager

One-rdg. X
P. Hrngs. X
Pgs. 7
Filed: 12-08-20

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 302 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept additional Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development from the Coronavirus Aid, Relief, and Economic Security Act emergency funding and to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding; amending the Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program; amending the budget of the City's Department of Planning and Development for Fiscal Year 2020-2021 in the amount of $1,122,015; directing staff to provide Economic Development Business Assistance as a forgivable loan; directing staff to expedite the provision of services by amending existing City contracts; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (Staff recommend approval.)

WHEREAS, the City of Springfield receives annual grants of funds from the federal Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") entitlement program to help support affordable housing and other programs to benefit low- and moderate-income persons; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was signed into law, making available Community Development Block Grant Coronavirus ("CDBG-CV") funds; and

WHEREAS, in June 2020, HUD allocated to the City $916,138 of first round CDBG-CV funds, which was accepted by the City pursuant to Special Ordinance 27336; and

WHEREAS, the City entered into agreements with local service providers to carry out the grant as authorized in Special Ordinance 27336; and

WHEREAS, HUD has allocated an additional $1,122,015 of third round CDBG-CV funds to the City; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of the City of Springfield and serves the public purpose of supporting timely response to and recovery from the impacts of the COVID-19 pandemic; and

WHEREAS, public input has been sought via a public hearing of the Citizen's Advisory Committee for Community Development on November 24, 2020, the distribution of a Housing and Community Needs Survey, reports by agencies utilizing CARES Act and other funds for COVID-19 related needs, and staff assessments of current borrowers, local lenders, business associations, and business owners; and

WHEREAS, pursuant to City Charter Section 2.16(25) this Ordinance qualifies as a one-reading bill because it relates to the acceptance of a grant from a federal agency.

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

Section 1 – City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2 – The City Manager, or his designee, is hereby authorized to accept CDBG-CV funds allocated by HUD from the CARES Act as set forth in "Exhibit A," which is attached hereto and incorporated herein by this reference, and to enter into any necessary agreements and exercise all powers necessary to accept and carry out the grant, including the execution of contracts, provided the form of the contract is approved by the City Attorney, or designee.

Section 3 – The Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program is hereby amended to reflect additional CDBG funds from HUD to supplement existing programs as set forth in "Exhibit A."

Section 4 – City Council hereby amends the budget of the City's Department of Planning and Development for Fiscal Year 2020-2021 in the accounts and in the amounts as shown on Budget Adjustment No. 042, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

Section 5 – City Council finds that the budget adjustment made above has been recommended by the City Manager and further finds that the budget adjustment herein is necessary to meet an immediate need for relevant public expenditure that cannot be met by other financial resources.

Section 6 – City Council directs the City Manager, or his designee, to provide

Economic Development Business Assistance, in the amounts provided for in “Exhibit A,” as a forgivable loan.

Section 7 – City Council directs the City Manager, or his designee, to expedite the provision of services by entering contracts with service providers previously approved by City Council as sub-recipients of Fiscal Year 2019 and/or Fiscal Year 2020 Community Development Block Grant funds or by amending existing City contracts with service providers in order to deliver assistance to eligible applicants as soon as possible.

Section 8 – City Council hereby finds and declares that this Ordinance authorizes the acceptance of grant funds from a state or federal government agency and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25). 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- 302

FILED: 12-08-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To authorize the City Manager or his designee to accept additional Community Development Block Grant ("CDBG") funds allocated by the U.S. Department of Housing and Urban Development ("HUD") from the CARES Act emergency funding, amend the Fiscal Year 2019 Annual Action Plan for the CDBG and HOME Investment Partnerships Program (Special Ordinance 27167), to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding and declaring an emergency

BACKGROUND: There have been several declarations of emergency by the President of the United States, the Governor of the State of Missouri, the Mayor of Springfield regarding the Coronavirus pandemic. Congress enacted the CARES Act to supply emergency funds to prevent, prepare for, and respond to the coronavirus. In applying the third round of CARES Act funds, HUD has allocated to the City of Springfield an additional $1,122,015 in CDBG-CV funding for that purpose. HUD also provided emergency guidance along with certain waivers and suspensions of the HOME and CDBG regulations to enable prompt use of the funds.

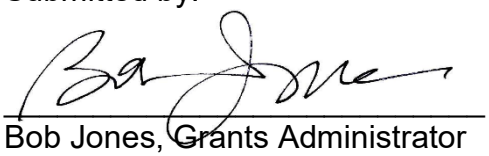
The proposed allocation ("Exhibit 1") attached is based on City Council's allocation of the first round of CARES Act fund. This will continue and help sustain Council's multi-pronged approach that supports the community needs on multiple fronts.

This amendment will allow the City to implement a rarely used criteria known as Urgent Need National Objective and to direct the funds for the purpose of assisting with the sustainability of the City's ongoing Loan Program and also support and assist with homeowner, tenant, and non-profit agency activities. The funds will be applied to activities that meet HUD's eligibility criteria.

Additional public input since the initial CARES Act allocation process has been sought via a public hearing of the Citizen's Advisory Committee for Community Development on November 24, 2020, the request for a needs assessment by the Public Service Agencies, reports by agencies utilizing CARES Act and other funds for COVID-19 related needs and staff assessments of our current borrowers, local lenders, business associations and business owners.

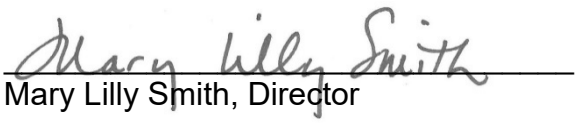
REMARKS: HUD is expected to follow an abbreviated review of our amendment to allow prompt action to implement the use of these additional funds. Staff recommends approval.

Submitted by:



Bob Jones, Grants Administrator

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit A

CDBG-CV ALLOCATIONS					
PROJECTS	**ROUND 1**	**%**		**ROUND 3**	**%**
CDBG-CV ECONOMIC DEVELOPMENT BUSINESS ASSISSTANCE	**$403,100**	**36%**		**$405,223**	**36%**
CDBG-CV PUBLIC SERVICES/HOMELESSNESS	**$330,038**	**30%**		**$331,776**	**30%**
CDBG-CV AFFORDABLE HOUSING ASSISTANCE*	**$383,000**	**34%**		**$385,016**	**34%**
TOTAL	**$1,116,138**			**$1,122,015**	

Final allocations or adjustment are permitted up to 25% in any project category for required changes during imlementation and final subgrantee agrements. The total allocation will not be changed.

* Includes HOME funding

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
042

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21110	17	60110	416010	100153	00000	$ 1,122,015	CDBG-CV Stimulus Funds
Net Revenue Adjustment						$ 1,122,015	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21110	17	60110	504580	100153	00000	$ 1,122,015	CDBG-CV Stimulus Funds
Net Expenditure Adjustment						$ 1,122,015	

Fund Balance Appropriation:

Fund		Title	Amount
			-

Explanation: To amend the FY2020-21 budget by appropriating Community Development Block Grant funds from the CARES Act emergency funding, for the CDBG and HOME Investment Partnerships Program.

Requested By:

Mary Lilly Smith 12/14/20
Department Head Date

Approved By:

12/14/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-302
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 81
Filed: 12-08-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 303 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Collective Bargaining Agreement by and between the City and Southern Missouri Professional Fire Fighters Local 152, the Bargaining Unit of the Springfield Fire Department; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Bargaining Unit.

_____

WHEREAS, the City of Springfield, Missouri, (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, the City recognizes the Southern Missouri Professional Fire Fighters Local 152 ("IAFF") as the sole collective bargaining representative of the Springfield Fire Department by Special Ordinance 26344; and

WHEREAS, the City established a team (the "City's team") for the purposes of collectively bargaining as the exclusive agent for the City for collective bargaining; and

WHEREAS, the City and IAFF are parties to a certain Collective Bargaining Agreement effective June 18, 2018, and under the terms of that agreement a successor agreement or extension is now required; and

WHEREAS, the City's team met with IAFF and conferred and discussed wages, benefits, and other terms and conditions of employment in order to reach a mutually satisfactory successor Collective Bargaining Agreement; and

WHEREAS, the City's team and IAFF reached an agreement on a successor Collective Bargaining Agreement and submit the proposed Collective Bargaining Agreement to City Council for consideration and approval.

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

Section 1 – The Collective Bargaining Agreement, by and between the City and IAFF, attached hereto and incorporated herein as “Exhibit 1,” has been reviewed and considered by City Council.

Section 2 – City Council hereby approves entering into the Collective Bargaining Agreement attached hereto and incorporated herein by reference as “Exhibit 1” as a final and binding Collective Bargaining Agreement between the City and IAFF.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement to IAFF and such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect immediately after its adoption by the City Council.

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- 303

FILED: 12-08-20

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve a Collective Bargaining Agreement between the City and Southern Missouri Professional Fire Fighters Local 152 (IAFF), the Bargaining Unit of the Springfield Fire Department.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the Southern Missouri Professional Fire Fighters Local 152 (IAFF), the Bargaining Unit of the Springfield Fire Department. The agreement attached to the Ordinance as Exhibit 1 reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective as of the date of execution by the parties and valid through June 30, 2021.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

EXHIBIT 1

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI

AND

SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152

THE BARGAINING UNIT OF THE SPRINGFIELD FIRE DEPARTMENT

EFFECTIVE DATE: _____

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PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as "the City", and the Bargaining Unit of the Springfield Fire Department of the Southern Missouri Professional Fire Firefighters Local 152, hereinafter referred to as "the Union."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 – JOINT LABOR-MANAGEMENT COMMITTEE
Also known as the DEPARTMENT RELATIONS COMMITTEE

There shall be a Department Relations Committee (DRC) consisting of a combination of the following members or their designee: the Fire Chief, Chief Officers, Union President, Union Executive Vice-President, Union Secretary-Treasurer and Shop Stewards. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least every other month to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the filling of vacancies such as hiring and promotions. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within two (2) calendar days prior to the agreed upon meeting date;

2. Review and analyze reports of work-related accidents, deaths, illnesses (with the written consent of the employee), and injuries (with the written consent of the employee). Make immediate and detailed investigations of each accident, death, or injury to determine fundamental cause in accordance with PPM 4.P50. Make written recommendations to modify and add rules and procedures to further promote the avoidance of such incidents in the future;

3. The goal of DRC is to promote open communication and discussion, but in no way shall it impede management rights. Agreements may be reached which shall neither violate nor amend this CBA, the Merit Rules, or City Charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.

SECTION 1.02 – MANAGEMENT RIGHTS

The Union and the City agree that the goal of any fire protection service or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. It is further understood and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions or matters not expressly provided for in this Agreement are reserved exclusively to the City. The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA. The Union further recognizes the Operating Guidelines and Policies & Procedures of the Springfield Fire Department in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, Charter, and policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining as defined in Section 1.12 (Impact Bargaining) of this CBA.

The Union recognizes that all management functions not specifically limited by this Agreement are vested exclusively in the City. Such functions include, but are not limited to: apparatus deployment; fire station planning; relocation, and operational status; the direction of the working force; the utilization of employees on any work assignment; the right to hire, reprimand, discipline, transfer, promote, demote, layoff, and discharge employees; to determine the number or complement of employees required at any work location, or on any job; to set work schedules or change schedules already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the City.

Any of the management's rights, powers, functions, or authority which the City had prior to the signing of this Agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this Agreement.

SECTION 1.03 – CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 1978, as amended, and, limited to those requirements contained therein, the City hereby recognizes the Union as the exclusive bargaining representative in the unit as follows:

Bargaining Unit: For an appropriate unit consisting of full-time employees (Firefighters, Equipment Operators, Rescue and Salvage Specialists, Fire Lieutenants, Fire Captains, Training Captains, and Fire Marshals) of the Springfield, Missouri Fire Department, but specifically excluding Administrative Support Staff, Heavy Equipment Technicians, Fire and Life Safety Educators, Battalion Chiefs, Division Chiefs, Assistant Chiefs, and the Fire Chief.

The Union reserves the right to petition for other positions or future positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

SECTION 1.04 – PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS

Dues

The City shall deduct from the wages of each employee's first monthly paycheck who has authorized such deduction in writing, the Union dues, in a specific dollar amount, for that month in an amount certified in writing by the Union and the employee as the specific dollar amount of dues in effect. All amounts deducted for the monthly dues, initiation fees and assessments shall be mailed to the Union's address within thirty (30) calendar days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) calendar days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee prior to the effective date(s) of same. The Union shall also provide written certification of any assessment prior to the effective date(s) of same.

Insurance

In addition to the foregoing deduction, the City shall deduct on the first paycheck of the month such other amounts which the Union certifies to the City in writing as insurance premiums made by the Union against its members. These insurance premiums, if the employee elects to purchase coverage, shall be for life, cancer, dental, and/or vision insurance. All amounts deducted for insurance premiums shall be mailed to the Union's address within thirty (30) calendar days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) calendar days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly insurance premiums, the Union shall provide written certification of any change in the amount of the insurance premiums at least thirty (30) calendar days prior to the effective date(s) of same. For each employee who elects union-provided insurance, the Union will supply the City with one deduction amount for all pre-tax premiums and one deduction amount for all post-tax premiums for each employee. The City will not deduct separate amounts for each union benefit. The Union shall recognize employees enrolled in the City's cafeteria plan and will not ask for changes to an enrolled employee's premium without a qualifying event, except during open enrollment. For union-provided insurance, open enrollment is to take place during the calendar month of November with the coverage and premiums to be effective the following January.

PAC

In addition to the foregoing deduction, the City shall deduct biweekly a PAC fund contribution. This shall be consistent with the form in Appendix A, which was the result of a prior legal settlement between the Union and the City.

Roster

The Union shall provide the City at all times with an up-to-date list of its members with deductions. At the Union's request, the City will provide the Union with certain employee/retiree data so that the Union may properly facilitate its administration of Union benefits for active and retired members. The data the City will provide for each category is as follows:

- Data for Active Employees will include full name, last known address on file, and City service date. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Terminated Employees will include full name, employee number, position, organization, employee category, termination date, adjusted service date, and final process date. Data will be provided to the Union in a bi-weekly report generated by the City's Human Resources Department.
- Data for Springfield Police Officers' and Fire Fighters' Retirement System Retirees will include name, last known address on file, and the date of retiree's first day of retirement. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Missouri LAGERS Retirees is not available through the City; thus, no report will be generated.

Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City, and actions taken by the City, pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

SECTION 1.05 – UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

A Springfield Fire Department employee elected to the position of the Union President or Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shops, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, scheduled meetings between the Union and City of Springfield Management and/or Fire Administration, and to meet with a firefighter and/or immediate family members of a Springfield Firefighter during the first twenty-four (24) hours of a serious on-duty injury or line of duty death. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Secretary-Treasurer shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

Springfield Fire Department employees elected or appointed to the positions of Vice President and member of the CBA negotiating team shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for all meetings which are mutually set by the City of Springfield and the Union, and for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members.

Springfield Fire Department employees elected or appointed to the positions of District Vice President shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for attending Local 152 Executive Board Meetings.

Whenever possible, said employees shall notify their assigned supervisor of the need to be absent from duty at least twenty-four (24) hours prior to its occurrence. Exceptions of less than twenty-four (24) hours' notice must be approved by the Fire Chief or his/her designee.

Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold emergency Union meetings in the Fire Stations with prior written approval of the Fire Chief. Except for these emergency meetings and the provisions for Union officers listed above, no employee can attend a Union meeting or activity while on duty.

All Union officers shall be permitted to engage in reasonable Union-related telephone conversations and answer and send emails on their personal devices while on duty, as long as those actions do not interfere with or distract from the normal daily operation of the Fire Department.

The City shall furnish a bulletin board and provide space for it in designated locations in each work area for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.

SECTION 1.06 – DISCRIMINATION

Neither the Union nor the City shall discriminate against, intimidate or coerce, compel or attempt to compel any employee to join or refrain from joining the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or the City of Springfield or Fire Department Management against any employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership.

SECTION 1.07 – UNION REPRESENTATION

Interview Rights

During an investigatory interview or any other meeting where a member employee of the bargaining unit feels disciplinary action against said employee or a fellow employee could result, the employee shall have the right to exercise Interview Rights as follows:

1. The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.
2. After the employee makes the request, the City or its representative must choose from among three options:
    - Grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
    - Deny the request and end the interview immediately; or
    - Give the employee a clear choice between having the interview without representation or ending the interview.
3. If the City or its representative denies the request for Union representation, and continues to ask questions, the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.
4. Any Union Representative present for an investigatory interview conducted pursuant to City of Springfield Administrative Memorandum #45, Policy Statement Against Workplace Harassment or conducted due to a confidential complaint being made against the employee shall keep the contents of the investigatory interview confidential. Information learned from investigatory meetings shall only be discussed between the individuals directly responsible for the representation of the investigated member and the individual being investigated.

Garrity Warning

For the purpose of questioning a bargaining unit member employee to obtain information, which will assist in the determination of whether disciplinary action is warranted, and where the employee's direct or indirect actions or failure to act could lead to criminal proceedings, an employee may make a written request for a Garrity Warning. The employee, once given a Garrity Warnings, shall answer the questions directed towards them in the matter. The City shall have the right to discipline the employee for refusing to answer the questions.

During the course of the questioning or meeting, even if the employee discloses information which indicates that he or she may be guilty of criminal conduct in the matter, unless the information was disclosed in a public forum or is otherwise required to be disclosed by process of law or court

order, neither the self-incriminating statements nor the fruits thereof, shall be used against the employee in any criminal proceeding.

Loudermill Rights

In addition to Merit Rule 12 "SEPARATION AND DISCIPLINARY ACTIONS," before the decision is made by the City to terminate, demote, suspend, or reduce pay for disciplinary reasons to a non-probationary employee, the City shall offer due process to the employee. The City shall inform the bargaining unit employee in writing of the charges and evidence against said employee, and allow the employee to answer the charges, as provided for in the Merit Rules, in a pre-disciplinary hearing. The employee shall have the right to Union representation, as an observer, during the meeting, or may choose an individual of his or her choice to attend the hearing, as an observer. If the employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the employee shall inform the City of this decision at least twenty-four (24) hours before the meeting.

At the conclusion of the interview, the union representative may be allowed to engage in discussion, but in no way shall the union representative interfere with management's right to engage the employee in asking questions regarding the charges or with the employee's obligation to answer the question regarding the charges. The purpose of the hearing is to allow the employee to respond to the charges against him or her.

SECTION 1.08 – DISPLAY OF UNION INSIGNIA

The IAFF Maltese Cross insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform.

The IAFF Maltese Cross insignia may only be worn or displayed as follows:

1. Class A, B and C Uniform Shirts: Small red and gold IAFF Maltese Cross purchased from the Union may be worn approximately one inch above the name tag, if the Union employee chooses to do so;
2. Firefighting Helmet: Small (approximately 2" x 2") deal to be placed on back of the helmet, if the Union employee chooses to do so;
3. Fire Apparatus and Vehicles: No more than two (2) IAFF decals (approximately 3" x 3") placed on windows, one (1) on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief Officer and staff vehicles assigned to non-Union members are exempt;
4. Picture Boards: The insignia (approximately 3" x 3") shall appear on each picture board; and
5. Plaques and Certificates: Shall be displayed tastefully in fire stations at the Fire Chief's discretion.
6. Breast Cancer Awareness: Pink shirts worn during October each year for breast cancer awareness and fundraising shall display the Union insignia and can be worn by Union and non-Union members.
7. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of Fire Station 10. This sign will be limited to this location and is 8' x 8'. The sign must be removable.
8. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of the City fire stations. The signs will be limited to 4' x 4'. The sign must be removable.
9. A sign bearing the approved Fire Station district logo shall be allowed to be hung in the apparatus bay of the Fire Stations. These signs shall be limited in size to 4' x 4'. The sign must be removable.
10. Material for the signs shall not be paid for by the City, nor shall material for the construction or maintenance be purchased from the designated station budgets. All signs must be removable.

The IAFF Maltese Cross insignia may be displayed on the left sleeve on uniform T-shirts at the employee's discretion and with the approval of the Fire Chief.

SECTION 1.09 – POLITICAL ACTIVITY

The employees shall comply with federal and state laws and unless otherwise superseded by law, current Administrative Memorandums (and amendments thereto) and all provisions of the City Charter, regarding political activity.

SECTION 1.10 – RESIDENCY

The City shall not impose residency requirements for employees within the bargaining unit of the Union.

SECTION 1.11 – MERIT RULE CHANGES AND EFFECT BARGAINING

The Merit Rules for the City of Springfield, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects this Agreement, the Employer will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

SECTION 1.12 - IMPACT BARGAINING

If the City makes changes as set forth in Paragraph 2 of Section 1.02 (Management Rights), the City will provide the Union with thirty (30) calendar days' advance notice whenever feasible.

Upon written request from the Union, the City will bargain with the Union over the impact of the change on the wages, benefits, and other terms and conditions of employment for employees in the bargaining unit.

Upon receipt of such notice, the Union may request additional information.

Failure to request bargaining within seven (7) calendar days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.

ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 – PREVAILING RIGHTS

All rights and privileges belonging to Union members and governing their working conditions are stated below in this section:

1. Employees may use non-emergency telephones for personal calls and may use departmental computers for personal use provided such use complies with the City of Springfield Administrative Memorandum #37, Computer Use Policy;

2. The City shall provide furnaces, water heaters, and air conditioners for all occupied portions of the station except for the apparatus bay and keep said equipment in proper working order so as to maintain a mutually agreeable level of comfort;

3. In the kitchen the City shall furnish and maintain a stove, three (3) refrigerators, one (1) microwave oven, kitchen table, chairs, dishwasher, pots, pans, forks, knives, spoons, can-openers, toaster, coffee pot, dishtowels, clock, dish soap, dishwasher soap, and shelving. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

4. In the day room of the fire station the City shall furnish a television, DVD player, basic cable television service, at least one (1) chair (including recliners) for each employee on shift at that station, tables, and other furniture mutually agreed to by the parties. All items shall be maintained in a timely manner by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

5. In bedrooms the City shall furnish beds, mattresses, pillows, linens, blankets, nightstands, and window coverings. Recliners referenced in section four (4.) above may be placed in the bedrooms upon the agreement of the three (3) regular Fire Captains assigned to the station. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

6. Each station shall have at least one (1) locker room with one (1) locker for each employee assigned, or, an individual sleeping area with storage closet for each employee assigned;

7. Each station shall have private sleeping quarters for company officers, and a private restroom for company officers. Existing stations without these accommodations will be grandfathered and acceptable as-is; however, all new stations must have these accommodations;

8. At each fire station the City shall provide fitness equipment consisting of at least one (1) treadmill, one (1) rowing machine, one (1) bench press with bar and

weights, one (1) set of kettle bells ranging from twenty (20) pounds to fifty (50) pounds, and dumb bells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound increments (Or as mutually agreed to during the DRC process), to allow all members on duty to exercise;

9. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks, towel racks, and showers and shower curtains/doors. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place. Reasonable accommodations will be made for male and female employees;

10. City shall provide suitable parking spaces at no charge to the employees. The parking area is to have adequate lighting;

11. City shall provide transportation or compensation for travel consistent with the City of Springfield Administrative Memorandum #1, Mileage Allowance, for on-duty Fire Department business;

12. Employees may prepare and eat meals at customary times when it does not interfere with the provision of Fire Department emergency services. Employees shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department activities;

13. Personal visitors may be allowed in the fire station Monday through Saturday prior to 5:00 p.m. for thirty (30) minutes. After 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules, employees may be allowed personal visitors at the fire station for up to ninety (90) minutes provided the visitors do not interfere with departmental activities. In no case will visitors be allowed in the station past 9:00 p.m. Visits of a longer duration or after 9:00 p.m. must be approved by a Chief Officer on a case-by-case basis;

14. Employees may use the day room and television, prepare and eat meals, sleep, work on individual interests, exercise, use personal computers and other electronic devices, read, or other non-defined personal projects after 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules. Activities must not interfere with Fire Department activities and shall not violate other City rules;

15. City shall furnish an outdoor barbecue grill. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

16. City shall furnish all badges, name tags, and collar brass. Items shall be replaced on an as-needed basis, except in cases of negligence or deliberate destruction. An employee shall surrender his or her badge upon termination or resignation, with the exception of the employee receiving a retirement through age and service or through disability;

17. Employees shall be provided training in the use of standard Fire Department and emergency medical equipment;

18. The implementation of new equipment or procedures shall not be completed until in-service training has been provided;

19. Employee Assistance Program (E.A.P.) shall be provided to active employees by the City within the limits set by the E.A.P. program;

20. For the employees in the Fire Operations Division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. An additional turnout coat and pant shall be provided for employees in the Fire Operations Division. City shall replace any turnout gear. Fire helmets, turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every ten (10) years. Once the coat and pants are ten (10) years old, they shall be retired;

21. For Fire Marshals, the City shall provide personal protective equipment appropriate for the duties assigned, and may include helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any issued personal protective equipment. The City shall provide duty belts, bulletproof vests, side arms, less-lethal weaponry, tools, and flashlights as needed based on assignment. These items shall be replaced by the City as needed;

22. The Employer shall not cause a loss of base pay due to a transfer required by the Employer;

23. Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer;

24. An Employee may accept outside employment in accordance with the Merit Rules. Approval of outside employment shall not be unreasonably withheld;

25. Employees shall have access to view their personnel file in the office of Human Resources during normal business hours;

26. Employees hired before 1998 shall not be required to hold or maintain an EMT license. Employees hired in or after 1998 or employees holding the rank of Rescue and Salvage Specialist shall be required to hold and maintain an EMT-B license but may hold a higher EMT license. Employees holding the rank of Fire Marshal shall be exempt from this requirement;

27. On-Call Fire Marshals shall be allowed to have a take-home vehicle when on-call;

28. Members assigned to an administrative detail shall be allowed to engage in physical fitness activities up to two (2) hours per week while on duty;

29. Fire Marshals may use available lockers, showers, and laundry machines at any City fire station or training facility.

SECTION 2.02 – HOURS OF DUTY

Fire Operations Division Employees

The hours of duty for each Fire Operations Division employee shall begin at 7:00 a.m. Each shift shall be on duty twenty-four (24) hours. All employees shall be ready to work at 7:00 a.m., in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon twenty-four (24)-hour shift schedule. The shift rotation is as follow: A, B, and C. The Daily Work Schedule within the Policy and Procedure Manual in effect at the date this Agreement is memorialized unless otherwise modified through the DRC process shall govern daily activities.

Shift employees in the Fire Operations Division may be relieved in a reasonable time prior to the end of their shift by the on-coming shift employee; however, the on-coming shift employee shall not be entitled to compensation for voluntarily relieving the off-going employee early. When these reliefs occur, they are considered substitution or time-trading and recognized as de minimis by FLSA rules, and shall not require paperwork or prior supervisory approval.

Administrative Detail Employees

Employees assigned to administrative detail, which shall include but not be limited to the Training Division, the Community Risk Reduction Division, or modified duty, shall work a forty (40)-hour week. The 7k exemption shall not apply to employees assigned to administrative detail, and these employees shall be non-exempt employees eligible for overtime or comp time if required to work beyond forty (40) hours in a week.

Employees assigned to an administrative detail and on a forty (40)-hour work week may be assigned to work ten (10) hours per day, four (4) days per week; or assigned to work eight (8)-hour days, five (5) days per week at the direction of the Fire Chief. The current Fire Marshals (as of October 4, 2013) shall have the option for either work week. These workdays shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 a.m. and end as late as 6:00 p.m. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require. Personnel assigned to an administrative detail may be given an unpaid lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes and shall be given paid rest period of fifteen (15) minutes every two (2) hours.

The City shall not assign a Firefighter, Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, or Fire Captain to administrative detail on a forty (40)-hour week unless:

1. The employee is placed on modified-duty due to a work-related illness or injury;
2. The employee and Fire Administration mutually agree on the reassignment;
3. The employee is reassigned pending an investigation and possible pre-disciplinary process;
4. The employee is reassigned as part of a disciplinary process;

5. The employee is reassigned to attend mandatory training in order to meet his or her job description;

6. The employee is unable to satisfactorily pass an SCBA mask fit test;

7. The employee is reassigned to attend professional development academies based on fire academy cohort beginning with recruit class 8-17, to include: Equipment Operator Academy, Truck Company Academy, Rescue Academy, Basic Officer Academy, and Advanced Officer Academy; or

8. The employee, as a member of a special operations team, is to attend and complete mandatory special operations team training, unless released from training, to include training required for the Hazardous Materials Team, Water Rescue Team, or Technical Rescue Team. This training includes:

    - Water Rescue Team: Swiftwater Rescue Technician, Swiftwater Board Operations, and Lifeguard.

    - Hazardous Materials Team: Hazardous Materials Technician.

    - Technical Rescue Team: Rope Rescue Technician, Confined Space Technician, Trench Rescue Technician, Vehicle Rescuer Technician, Structural Collapse Rescue Operations and Technician.

Employer shall not cause a loss of base pay due to a transfer required by the employer.

Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer.

SECTION 2.03 – PERSONNEL REDUCTION

In the event that economic circumstances require the City to consider a reduction in personnel, the City shall notify the Union in writing at least forty-five (45) calendar days prior to such time as said layoff may occur. Upon receipt of said notification, the City and the Union shall promptly meet with the express intent to reach an agreement to avoid or minimize a layoff or reduction in force. If an agreement cannot be reached and a layoff is required, the following process will be followed:

For purposes of selecting the order of layoffs, if no agreement is reached, seniority in the Fire Department shall be the sole determining factor with layoffs beginning with the least-tenured department employee.

In the event that an agreement regarding the implementation of layoffs cannot be reached between the Union and the City, and if a Department employee is selected to be displaced by a layoff, the City shall give the employee the opportunity to fill a vacant position in accordance with the following rules:

1. If a vacancy of the same job classification exists in the Fire Department, the employee shall assume that position or be laid off. If one or more employees are eligible for its position, the vacancy shall be filled by the employee having the greatest departmental seniority.

2. If no vacancy in the same job classification exists in the Fire Department, the displaced employee has the option of filling a vacancy in a lower-graded position in the Fire Department, provided the employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the employee fails to meet the minimum requirements after twelve (12) months, they will immediately be laid off with no recall provisions. If one or more employees are eligible for the position, the vacancy shall be filled by the employee having the greatest departmental seniority.

3. If no vacancy in the same job classification exists and the displaced employee chooses to not fill a vacancy in a lower-graded position, then the displaced employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.

4. Any employee bumped by Paragraph 3. above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.

5. Bump Back up Provision: When a vacancy occurs in a promoted position in the Fire Department as a result of layoffs or reduction in force, and when that vacant promoted position is to be refilled, the bumped-back employee, who previously held that rank and having the highest departmental seniority among any other bumped-back employees who previously held that rank, shall be bumped back up into that promoted position and rank. The bumped-back-up employee shall be placed at the step and grade closest to a ten percent (10%) increase over the step and grade of his or her current position (the bumped-back position), or shall be placed at the step and grade held at the time the bump back took place, whichever is the higher amount. In order for an employee to be eligible to be bumped back up, the employee must maintain proper training in the rank he or she once held, and this training shall be offered by the Fire Department.

Recall of Personnel from Force Reduction

A laid off employee shall be placed on a recall list for a period not to exceed one (1) year. Employees who have been laid off and are subject to recall shall remain eligible to participate in department-specific classroom training without pay, in order to maintain certifications required if recalled to their previous position. If there is a recall, employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice, prior to their first scheduled shift day. Notice of recall shall be sent to the employee via certified mail, to the employee's last address on file, with a copy of the notice being sent via mail to the Union. The recalled employee must notify the Fire Chief in writing, within three (3) calendar days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the employee. It is the obligation and responsibility of the employee to provide the City's Human Resources department with his or her current ailing address. The City shall withdraw the employees' recall notice and remove the employee from the recall list, if no response is provided after three (3) calendar days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An employee, who is recalled from layoff prior to one (1) year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.

SECTION 2.04 – PROMOTIONS AND HIRING

The City and the Union agree to conform and comply with the Merit Rules regarding:

1. The postings of promotional and hiring opportunities within the bargaining unit;
2. The appeal process related to a promotional selection process. Additionally, whenever a promotional selection process includes a written exam, a practical exam and/or an assessment center, candidates are allowed the opportunity to submit a written appeal in the manner described below.

   For an appeal related to a written exam, the Human Resources Department must receive a written appeal within three (3) calendar days after the completion of the written exam. The Human Resources Department will consider an appeal from a written exam and make a determination prior to the next phase of the promotional testing process at issue. For an appeal related to a practical exam and/or assessment center, the Human Resources Department must receive the written appeal within five (5) calendar days from the date of the last feedback session. The Human Resources Department will consider an appeal from a practical exam and/or assessment center result and make a determination prior to any promotional appointment being made.
3. Prior to the establishment of a promotional or hiring list, an employee with an overall passing score shall be awarded these seniority points:

   - Zero (0) points for less than five (5) years' service with the City of Springfield;
   - One (1) point for five (5) or more years, but less than ten (10) years' service with the City of Springfield;
   - Two (2) points for ten (10) or more years, but less than fifteen (15) years' service with the City of Springfield;
   - Three (3) points for fifteen (15) or more years, but less than twenty (20) years' service with the City of Springfield;
   - Four (4) points for twenty (20) or more years' service with the City of Springfield; After a score is established, which shall include seniority points, a list shall be established in accordance with the Merit Rules;
4. The Fire Department shall not exercise the "Rule of Three" (See Merit Rule 7.2, Certification of Eligibles) to fill promoted positions within the bargaining unit, but may exercise the "Rule of Three" to hire new employees or to promote personnel outside the bargaining unit even if a member of the Union is competing to be hired or to be promoted outside the bargaining unit. The Fire Chief shall promote down the established list, filling the first vacancy with the highest scoring candidate based

on whole number scores. In the event two or more candidates have a tied score, the Fire Chief may interview the candidates with the tied score prior to a promotional offer being made, and select the tying candidate of his choice;

5. In the event the Fire Department is compelled to pass over a candidate at the top of a promotional list, the criteria contained within Merit Rule 6.6 "Removal of Names from the Register" must apply;

6. The City and the Fire Department shall continue to utilize the probationary period for employees promoted within the bargaining unit, compliant with existing Merit Rules;

7. The City and the Fire Department shall establish a one (1)-year probationary period for newly hired firefighters. This "New Hire Probationary Period" shall not be extended beyond the one (1)-year period, unless the employee suffers a work-related injury or illness and/or misses a substantial amount of work where his or her performance cannot be adequately evaluated. With such an injury or illness, the Fire Chief may extend "New Hire Probationary Period" not to exceed the amount of time the employee was absent due to the incident;

8. In the event a promoted employee does not pass the probationary period, the promoted employee shall be returned to the position held immediately prior to the promotion. This shall not displace any other employee. The employee will be allowed Union representation throughout the process, but may not appeal the decision through the grievance process set forth in this Agreement or through the Personnel Board;

9. In the event a newly hired probationary firefighter does not pass the probationary period, the probationary firefighter will be allowed Union representation and informed that he or she did not pass the probationary period. The probationary firefighter will have the option to immediately resign or be terminated. The terminated probationary firefighter shall not be granted the grievance process;

10. In the event the City or the Fire Department does not fail an employee or extend an employee's probationary period by the end of the probationary period, the employee will be considered to have passed the probationary period.

11. Employees in place in the Rescue and Salvage position at the time of the CBA ratification, will not be removed from their assignment, due to their inability to obtain the Certification in the CBA, however, this does not apply to maintaining the certifications they currently possess.

Temporary Vacancies

The Fire Department shall fill temporary vacancies in the position of Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, and Fire Captain with qualified Out-Of-Title personnel.

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Springfield Fire Department personnel.

SECTION 2.05 – PERSONNEL TRANSFERS

For the purpose of this section, a transfer is an official move of an employee's work assignment requiring paperwork to be sent to, and signed off by, the Human Resources Department. It does not include the daily arrangement of staffing of a temporary nature to ensure adequate staffing levels.

It is the express intent of this section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this section to maintain an annual number of total involuntary transfers of employees with more than four (4) years' continuous service with the Fire Department to less than five percent (5%) of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel with greater than four (4) years of service in the Fire Department for reasons other than request, promotion, or demotion of that employee, and the employee provides written notice to the Assistant Chief of Emergency Services that the transfer was involuntary. This is not subject to the grievance/arbitration procedure.

With the exceptions found in this Article, transfer decisions are a management right. Prior to management making transfers (including when a position becomes vacant), an email notification will be sent to all employees notifying them that the transfer(s) are under consideration. Employees may make a written request through their chain of command to transfer to a different shift, station, apparatus, or to join a special operations team where they would continue to operate in the same job classification. The request will only be considered for that transfer period. In extenuating circumstances, management may make transfers without the required notification of all members, but only after notifying the Union that it will be occurring. All transfers will be based upon departmental needs, such as:

1. By request of an employee.
2. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, transfers or vacancies.
3. Making initial assignments for personnel graduating the Fire Academy.
4. Professional development of the employee.
5. Personnel matters, including disciplinary action.
6. Special Operations Team assignments (assign, add to, remove from, or rotate personnel).
7. Making promotions, demotions, and lateral transfers.
8. Opening, closing, or relocating fire stations.
9. Adding, moving, or eliminating fire companies.

Limitations

1. Transfers will not be made for retaliatory or discriminatory reasons.
2. Upon request, the Employer will provide its justification for a transfer decision.
3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.
4. In the event that an employee with more than four (4) years' continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance/arbitration procedure.
5. Employee preference will be one of the factors that the employer takes into account when making transfer decisions.

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with SFD Policy and Procedure 12.L50, Lateral Transfer and Voluntary Demotion, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.06 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning demotion, suspension, loss of base pay, or discharge are addressed separately in "GRIEVANCE PROCEDURE" below. Grievances concerning written or oral reprimands that do not result in demotion, suspension, loss of base pay, or discharge shall be handled as defined herein, provided, however, that such grievances are not subject to the arbitration procedure or Personnel Board.

Grievances shall be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the grievant or one (1) grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the, same or similar issues apply to all employees in the group and the grievance seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or Union) became aware of or reasonably should have become aware of the occurrence, whichever is later. Untimely grievances are waived.

Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The Union may initiate grievances at Step 1 described below.

Grievance Handling

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or his designee. In the event of a

grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety. The employee shall not be allowed overtime compensation for meetings associated with a grievance that occur outside their normal work schedule.

Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure contained in this Article, the Union shall make a determination whether it should be pursued based upon the merits of the grievance, and if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor, unless the parties agree to a written extension thereof. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, The Department's representative or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the Union Representative within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof. If the Department does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Fire Chief or his designee. Within ten (10) calendar days thereafter, the Fire Chief or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Fire Chief or his designee shall respond in writing to the grievant and the Union within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof.

Step 3:

If the Union is not satisfied with the Fire Chief's Response, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than ten (10) calendar days from the

conclusion of Step 2 or 3, whichever is applicable. Grievances which are not timely advanced are waived.

Step 5:

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Step 6:

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the hearing and shall be final and binding.

Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Grievance Processing and Time Limits

A. Grievances may be withdrawn at any step of the grievance procedure without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Disciplinary Grievance Procedure

A. If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4 of the Merit system Rules. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide:

   1. Whether to request a hearing before the Personnel Board; or

   2. Waive in writing his or her right to a hearing before the Personnel Board and instead, request a final decision from the City Manager.

B. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days.

C. If the employee is not satisfied with the City Manager's decision, he or she may file a grievance with the Association or pursue his or her right to appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision.

D. If a grievance is filed, the Association will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Steps 5 and 6. An arbitrator's decision will be final and binding. If the Association declines to arbitrate the grievance, the employee may nevertheless retain his right to appeal the decision to Circuit Court.

E. An employee whose disciplinary grievance is advanced to arbitration must waive his or her right to appeal the discipline in Circuit Court pursuant to Section 536.150 RSMo. in writing.

SECTION 2.07 – SHIFT EXCHANGE/TIME TRADING

Employees may time trade under the provisions of SFD Policy and Procedure 12.T50, Time Trading, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.08 – NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

Employees not yet relieved of duty shall remain on-duty to ensure the apparatus remains at minimum staffing.

Employees dispatched to an emergency that carries them past the end of their shift shall remain on-duty until the assignment is completed or until relieved.

In the event the Fire Department must call in an employee, the Department will attempt to fill the vacancy with an employee of equal rank. To ensure adequate staffing the Department shall:

1. First utilize the call-in list to attempt to find an employee who will voluntarily report to work;

2. If a qualified employee on the call-in list cannot be called in, the Department shall then utilize the mass alert system to contact employees. The first qualified employee to respond to the alert shall be used to fill the vacancy;

   If necessary, the mass alert system shall be used to send a maximum of two (2) messages to obtain needed staffing. The first message will specify the staffing needed, the duration, and location. If required, the second alert will specify that it is the final request for staffing, specifying the staffing needed, the duration, and location;

3. If the required staffing need is not filled through the mass notification system and mandatory overtime is used, a third message will be sent indicating that members who had been placed on holdover have now been placed on mandatory overtime due to insufficient staffing;

4. If a qualified employee does not respond to the alert, then the Department shall utilize the roster to contact employees and can mandate that a qualified employee return to work.

Off-duty employees shall not be required to stand by or to be on-call with the exception of Fire Marshals. Off-duty employees shall not be required to carry communication devices, and shall not be required to answer their phones.

In the event the Fire Department issues an order for the employee to report to a site or enter information on a personal computer, then the time in which the employee carries out these orders shall be compensable at the regular rate of pay.

In the event an employee is physically unable to safely perform the duties required for overtime, the employee shall be obligated to state that he or she is “sick.” The employee shall be exempt from being required to work that overtime assignment; however, the Fire Chief may order the employee to provide a doctor's note once the employee may safely report to a medical appointment.

In the event an employee is physically unable to report to work due to being out of the region, the employee shall advise the officer who is making the call-back of an estimated date and time in which the employee could report to work. If the employee's presence is still required, the employee shall be exempt from being required to work until that estimated time is reached.

An additional Fire Marshal called in to assist with an emergency or investigation shall be entitled to pay as referenced in Section 3.01 (FLSA, Overtime, & Payroll System) herein.

Call-In List

A call-in list shall be agreed upon between the Union and Fire Administration.

The Fire Department shall maintain the call-in list, one for the Fire Operations Division and one for the rank of Fire Marshal. Employees desiring overtime may add their name to the call-in list on the day in which overtime is desired, indicating their rank, any membership to a specialty team, a contact number and desired times in which overtime can be worked.

The supervisor given the authority to call in personnel for overtime purposes shall call personnel of the appropriate rank in which the vacancy exists listed on the day in which overtime is needed.

Employees may not enter their name on the call-in list to where it automatically repeats from day to day for indefinite periods of time.

If an employee cannot work during the times he or she has indicated on the call-in list, the employee should make every effort to remove their name from the list while on duty. If the employee is unable to do so, the employee shall contact the on-duty Battalion Chief. If the employee is off-duty when they realizes a change is to be made to the call-in list, the employee shall not be entitled to overtime to come to a worksite to make these changes, and the employee shall not experience negative consequences for not making these changes while off-duty.

If an employee, who is on the call-in list, refuses to voluntarily report to work and had reasonable opportunity to remove his or her name from the call-in list, then that employee shall be given an oral reprimand. The oral warning shall be documented and maintained in a departmental file. The oral warning shall not be committed to the employee's personnel file. A second refusal within a rolling 12-month period shall result in the employee being denied the opportunity to enter his or her name on the call-in list for a period of 12 months.

No call-in is considered mandated unless a Chief Officer specifically states prior to the employee accepting the assignment that the employee is mandated to report to work.

Training Captains

Employees in the role of Fire Captain in the Training Division may sign up on the Operations Division call-in list. Call-in shall not interfere with the normally assigned work schedule.

Training Captains are eligible for call-in after 7:00 p.m. on Friday and ending no later than 7:00 p.m. on Sunday.

Fire Marshal – On-Call

Merit Rule 19.2.3 "Emergency Calls – Fire Marshals Assigned On-Call" shall apply to Fire Marshals on-call and as they are called upon. At least one (1) Fire Marshal shall be on-call during the following times:

1. Continuously from 6:00 p.m. Friday evening until 6:00 p.m. Sunday evening, each and every week;
2. From 6:00 a.m. until 6:00 a.m. the following day on: New Year's Day, Presidents Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas; and
3. From 7:00 p.m. until 7:00 a.m. the following day on New Year's Eve;
4. Unless otherwise agreed upon through the DRC process.

Fire Marshals shall pick on-call time in the month of December for the following calendar year in a fair and equitable way agreed upon by the majority of Fire Marshals. Picking shall continue in this rotation until all on-call time slots are covered. Fire Marshals may trade on-call time slots with each other or give a time slot to another Fire Marshal if the trading parties are in agreement. While on-call, Fire Marshals must be within thirty (30) minutes of the City limits.

Fire Marshals who voluntarily accept routine call-in outside their normal work schedule during the work weeks where there is a holiday that is recognized by the CBA, Fire Administration will pay the extra hours at the rate of time and one-half (1 1/2) for the actual hours worked with no minimum number of hours. This does not impact Merit Rule 19.2.3 related to Fire Marshals working assigned on-call.

Fire Marshal Occupancy Checks

Normal staffing for when the Fire Department tasks a Fire Marshal with conducting occupancy checks is at least one (1) Fire Marshal. The Department may assign an additional Fire Marshal as conditions warrant.

Travel Between Stations

In the event an employee is called in to work at a location other than the employee's assigned fire station, the employee will be considered on the clock at the time the employee arrives to his or her assigned station to retrieve turnout gear and necessary traveling gear, and shall remain on the clock until the assignment is completed.

Honor Guard

In the event a request is made to the Fire Department by the family of the deceased to have the Honor Guard present at a funeral that is within one-hundred (100) road miles of the City for a member or former member of the Springfield Fire Department, the Fire Department shall send a minimum of four (4) Honor Guard members to the funeral, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

In the event the Fire Department elects to participate in a parade, four (4) members of the Honor Guard shall participate in the parade along with an apparatus designated by the Department.

Four (4) members of the Honor Guard shall take part in the annual Fallen Fire Fighter Memorial in Kingdom City, Missouri. The Honor Guard members to participate in these events may be pulled from on-duty members of the Honor Guard if doing so does not bring staffing below minimum levels, or off-duty members of the Honor Guard may be called in. Irrespective of the foregoing, the Fire Department will not mandate any member of the Honor Guard to participate in an event. If there are not four (4) Honor Guard members willing to participate in an Honor Guard event, no Honor Guard will be sent, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

SECTION 2.09 – EXTREME WEATHER

While Firefighters must perform emergency duties in all weather conditions, extreme weather can create unreasonable risks for some activities. Employees shall not engage in training and drills conducted outside during extreme weather conditions. Extreme weather conditions include:

- Outside training requiring the use of turnout gear. Training requiring turnout gear may not occur when the temperature is at or below twenty degrees (20°) Fahrenheit, to include the wind chill, or above ninety degrees (90°) Fahrenheit based upon the National Weather Service.

Training and drills may be conducted indoors during inclement weather conditions provided the indoor conditions fall within the parameters established above.

Since non-training activities do not require the use of turnout gear, outdoor community risk reduction, public education or public relations events or apparatus demonstrations that require personnel to be outdoors for more than thirty (30) consecutive minutes, will not be conducted during the following weather conditions:

- Wind Chill temperatures at or below 20 degrees Fahrenheit or above 100 degrees Fahrenheit based upon the National Weather Service for more than two hours.

Training, public education/apparatus demonstrations, and other similar activities will not be conducted outdoors under the following conditions:

- Winds (sustained or gusts) in excess of 30 mph based upon the National Weather Service.
- Heavy rain.
- During heavy snowfall, sleeting, or icing.
- When thunder is first heard or lightning is first observed and will not resume until 30 minutes after the last observation.

Exceptions to this provision may be granted on a case by case basis with the approval of the Fire Chief and the Union President.

When necessary, live burn training that occurs as part of the Fire Academy is exempt from the low temperature requirements of Section 2.09 (Extreme Weather).

SECTION 2.10 – APPARATUS STAFFING

The following applies to apparatus staffing levels within the bargaining unit. The Fire Department shall be committed to having at least two (2) Chief Officers or "Acting" Chief Officers on duty at all times. One of these Chief Officers may be the "On-Call" chief. Exceptions to staffing requirements as specified below include transit of on-duty personnel to scheduled meetings or department training. Out-of-service apparatus are not prohibited from responding to an incident due to staffing levels below the minimums.

The Department shall be normally staffed with the following positions:

- Thirty-six (36) Fire Captains;
- Nine (9) Fire Lieutenants;
- Eighteen (18) Rescue and Salvage Specialists;
- Forty-five (45) Equipment Operators;
- Ninety-Six (96) Firefighters;
- Five (5) Fire Marshals; and
- Three (3) Fire Training Captains.

For the purpose of this section, the term "Acting" refers to a member of the Fire Department of a different rank who has completed the qualification to perform the duties of the position they are filling consistent with the appropriate SFD Policy and Procedure. It is management's right to objectively determine who qualifies as being able to competently perform the duties.

Fire Engines & Truck Company Staffing:

The minimum staffing level for each in-service engine or truck shall be:

1. One (1) Fire Captain or "Acting" Fire Captain; or One (1) Fire Lieutenant or "Acting" Fire Lieutenant
2. One (1) Equipment Operator or "Acting" Equipment Operator; and
3. One (1) Firefighter or "Acting" Firefighter.

Each in-service fire engine and truck company will be staff with at least the minimum staffing level each day.

Light Rescue Staffing:

The minimum staffing level for an in-service light rescue shall be:

1. One (1) Rescue and Salvage Specialist; and
2. One (1) Rescue and Salvage Specialist or "Acting" Rescue and Salvage Specialist.

Heavy Rescue Staffing:

The minimum staffing level for an in-service heavy rescue shall be either:

1. One (1) Fire Captain, Fire Lieutenant or "Acting" Fire Captain;
2. Two (2) Rescue and Salvage Specialists; and
3. One (1) "Acting" Rescue and Salvage Specialist;

or

1. One (1) "Acting" Fire Captain that is a Rescue and Salvage Specialist;
2. One (1) Rescue and Salvage Specialist; and
3. Two (2) "Acting" Rescue and Salvage Specialists.

Squad Staffing:

The minimum staffing level for a squad will be:

1. One (1) Equipment Operator or "Acting" Equipment Operator; and
2. One (1) Rescue Specialist or "Acting" Rescue Specialist.

*Management may implement a Squad on a trial basis with the intent of evaluating the effectiveness of a unit to respond to medical emergencies during peak demand times in order to keep fire apparatus in-service. The details of the implementation will be subject to the DRC process.

Air Van Staffing:

The minimum staffing level for an air van shall be:

1. One (1) Equipment Operator; or
2. One (1) "Acting" Equipment Operator.

Water Rescue Staffing:

The Water Rescue apparatus shall be cross staffed by qualified Water Rescue personnel. When such emergency or training occurs, fire companies at the Water Rescue station(s) shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Water Rescue apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Hazardous Materials Staffing:

The Hazardous Materials apparatus shall be cross staffed by qualified Hazmat personnel. When such emergency or training occurs, fire companies providing staffing for the Hazardous Material Team shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Hazmat apparatus is of the rank of Firefighter, then the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Support Vehicles

Support vehicles are not normally staffed; however, qualified on-duty personnel may be tasked with driving and operating these apparatus as needed for both emergency and non-emergency purposes. For emergency responses, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

For snowplow operations, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the plowing is twelve (12) hours or less. If the duration of the plowing is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Bomb Squad Staffing:

For Bomb Squad response to incidents outside city limits, a minimum of two (2) Fire Marshals shall be required.

Special Events Staffing:

Should an additional fire company be needed for Special Event coverage, the minimum staffing for special events shall be one (1) Fire Captain or “Acting” Fire Captain, or one (1) Fire Lieutenant and “Acting” Fire Lieutenant, one (1) Equipment Operator or “Acting” Equipment Operator, and one (1) Firefighter or “Acting” Firefighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.

ARTICLE 3 – COMPENSATION

SECTION 3.01 – FLSA, OVERTIME & PAYROLL SYSTEM

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) shall meet or exceed the minimum standards of the Fair Labor Standards Act (FLSA).

Pay Periods

The employees of the Fire Department shall be paid bi-weekly, with the pay date being on the Thursday immediately following the pay period which just ended. In the event that the Thursday pay date is a federal or banking holiday, then the pay date shall take place on the closest business day before the regular Thursday pay date.

The pay period shall last two weeks, beginning on a Sunday at 7:00 a.m. and lasting for two calendar weeks, ending on a Sunday at 6:59:59 a.m.

Overtime Calculations

In accordance with 29 CFR 553.230, the Fire Department shall consider a "work period" as lasting twenty-eight (28) calendar days. Non-exempt non-administrative employees shall be entitled for overtime at a rate of time and a half (1 1/2) of their regular rate of pay for all time worked above two-hundred and twelve (212) hours in the twenty-eight (28) day work period. Overtime hours shall be based on actual hours worked and shall meet or exceed the standards set out in FLSA. The overtime rate of pay shall be time and a half (1 1/2) of the regular rate of pay as defined by the FLSA.

The Fire Department may schedule overtime for various events, training, or other purposes. If the overtime is voluntary, then the employee shall be paid at the regular rate of pay.

Employees who are requested to report to work from the call-in list and who report to work shall be paid at the regular rate of pay. Employees who are mandated to report to work from the call-in list and who report to work shall be paid at time and a half (1 1/2) of the regular rate of pay.

An employee, who is mandated to continue working past his or her scheduled shift, or mandated to come in early for their shift for any reason, shall be paid at a rate of time and a half (1 1/2) of the employee's regular rate of pay for actual time worked. This provision shall be in accordance with the Merit Rules.

If an employee is mandated to work additional hours not continuous with their normal work hours, the employee shall be paid for a minimum of four (4) hours at a rate of time and a half (1 1/2) of the employee's regular ate of pay. However, if the employee voluntarily continues to work past his or her scheduled shift or voluntarily reports to work when called in, the employee shall be paid at the regular rate of pay for the actual hours worked.

If an employee is mandated to continue working past his or her scheduled shift for any reason, and then volunteers to work beyond the time when they were mandated to do so, they will be paid at the rate of time and one half (1 1/2) of the employee's regular rate of pay until the time when they

had the option to leave; after which, they will be paid at their regular rate of pay for the remainder of the time worked.

Deductions

Provided that all Union provided benefits are submitted and deducted as provided for in Section 1.04 (Payroll Deduction of Union Dues and Other Assessments), the following may be deducted from wages at no cost to the employee unless specified below:

1. Federal and State Withholding Taxes;
2. FICA (Social Security) & Medicare;
3. Group Life and Dependent Life on the first paycheck of the month;
4. Cancer Insurance along with its rider on the first paycheck of the month;
5. Dental Insurance on the first paycheck of the month;
6. Vision Insurance on the first paycheck of the month;
7. Credit Union;
8. Garnishments;
9. Union Dues on the first paycheck of the month;
10. PAC contributions, at a cost of ten cents ($0.10) per deduction;
11. Health & Medical Insurance Programs;
12. Deferred Compensation Program;
13. United Way contributions;
14. Cafeteria Plan deductions;
15. Pension contributions;
16. Such other items as may be required by law.

SECTION 3.02 – WAGES

1. For fiscal year 2021:

   A. An across-the-board increase of three and one-half percent (3.5%) shall be effective January 3, 2021, with a corresponding pay date of January 21, 2021 for all members of the bargaining unit.

   B. The City will fund mid-year Merit Steps for all Salary Grades within the bargaining unit on the Fire Protection Schedule (FPS) salary schedule effective January 3, 2021.

      Any FPS bargaining unit member who received an overall satisfactory evaluation on July 1, 2020, through the pay period ending January 2, 2021, will receive his/her merit step effective January 3, 2021, with a corresponding pay date of January 21, 2021.

      Unit members shall not receive merit step pay for the period of July 1, 2020, through January 2, 2021.

      Any FPS bargaining unit member who receives an overall satisfactory evaluation effective on January 3, 2021 through June 30, 2021, will receive his/her merit step at the beginning of the appropriate pay period as pursuant to standard practice.

      Also, per Merit Rule 18.2a(3), Advancement within a Salary Range, the City Manager will waive the full-year requirement for an employee who received a satisfactory evaluation between July 1, 2020 and January 2, 2021 but who did not receive a merit step until the January 21, 2021 pay date.

      Waiving the full-year requirement will permit the employee to stay on schedule to be eligible to receive his/her merit step in fiscal year 2022 at his/her regular appraisal review date, should merit steps be authorized.

   C. If at any time during the duration of this Agreement, the City enters into a collective bargaining agreement with another bargaining unit of City employees that contains a "me too" wage clause, the City will immediately notify the IAFF and the following "me too" provision will be activated:

      > If an Employee Group of City employees receives a total wage and/or benefit package representing an amount greater than the total wage and/or benefit package negotiated and received by the IAFF for the same fiscal year, then the IAFF bargaining unit shall receive an across the board pay increase equal to the amount received by the Employee Group that is greater than the IAFF total wage and/or benefit package for the year being negotiated. An "Employee Group" is all of the employees in one of the

five primary Employee Groups including Craft, Trades, and Labor; Department Heads/Leadership Team; Fire; Professional, Administrative, Technical (including PAT U), and Police. Employee Group is overarching and includes both employees represented by a union and employees not represented by a union. This "me too" provision shall take effect the first pay period following the City Council's approval of the other defined Employee Group's wage and/or benefit package for the year being negotiated. This does not apply when increases or adjustments are made to specific positions within a defined Employee Group, or to those positions who report directly to City Council, or to an administrative board.

Out-Of-Title Pay

An employee is considered to work Out-Of-Title anytime said employee is required to work in a position of a higher rank to ensure the efficient operation of the Fire Department. This usually occurs, but is not limited to, when an employee of higher rank is either absent or required to work another assignment, creating a staffing vacancy.

When Out-Of-Title is compensable, it shall be calculated as eighty percent (80%) of the differential between the highest current Top Step at the time for bargaining unit employees (hereinafter the "Top Step") of the employee's current position and the Top Step of the higher full rank the employee is filling.

Out-Of-Title pay for personnel covered under items 1. - 5. below, will be paid only when the employee has worked at least twelve (12) or twenty-four (24) consecutive hours in an Out-Of-Title position, and shall only be paid in increments of twelve (12) or twenty-four (24) hours. No Out-Of-Title pay shall be paid for any increments of consecutive hours worked of less than twelve (12) consecutive hours, and twelve (12) hours of Out-Of-Title pay shall be paid for any increments of consecutive hours worked of twelve (12) or more but less than twenty-four (24) consecutive hours. Twenty-four (24) hours of Out-Of-Title pay shall be paid for any increments of consecutive hours worked of twenty-four (24) or more consecutive hours.

Out-Of-Title is compensable when:

1. A Firefighter works as an "Acting" Equipment Operator or "Acting" Rescue and Salvage Specialist. The Firefighter shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS3, Top Step;

2. An Equipment Operator works as an "Acting" Fire Lieutenant or "Acting" Fire Captain. The Equipment Operator shall be paid eighty percent (80%) of the differential between FPS3, Top Step and FPS5, Top Step;

3. A Rescue and Salvage Specialist works as an "Acting" Fire Lieutenant, or "Acting" Fire Captain. The Rescue and Salvage Specialist shall be paid eighty percent (80%) of the differential between FPS3, Top Step and FPS5, Top Step;

4. A Fire Captain works as an "Acting" Battalion Chief. The Fire Captain shall be paid eighty percent (80%) of the differential between FPS5, Top Step and FPS9, Top Step;

5. A Firefighter is ordered to drive a Brush Buggy, Hazmat apparatus, Water Rescue Apparatus, Bomb Truck, or other Specialty Team Apparatus as part of an emergency response. The Firefighter shall receive one half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one full shift of out-of-title pay The Firefighter shall be paid 80% of the differential between FPS1, Step 11 and FPS3, Step 11;

6. A Firefighter is ordered to drive and operate a Snow Plow. The Firefighter shall be compensated no less than one half shift Out-Of-Title pay, from Firefighter to Equipment Operator. If the assignment last more than twelve (12) hours, then the Firefighter will be compensated for a whole shift. The Firefighter shall be paid 80% of the differential between FPS1, Step 11 and FPS3, Step 11.

7. An "Acting" Captain is either the officer in charge or the member making a report on any specialty team response. They will be entitled to one-half (1/2) shift Out-Of-Title pay. If the emergency response lasts longer than twelve (12) hours, then the "Acting" Captain shall be entitled to a whole shift of Out-Of-Title. In the event the employee responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the employee shall be entitled to one (1) full shift of Out-Of-Title pay.

A Fire Lieutenant may serve in the role as "Acting" Fire Captain, but the Fire Lieutenant's Out-Of-Title work is not compensable at the higher rate per a Union-Management agreement from the early 1990's. A Fire Lieutenant shall not work Out-Of-Title as an "Acting" Battalion Chief until such time Out-Of-Title pay for Fire Lieutenant is renegotiated.

A Fire Captain or "Acting" Fire Captain may order his or her subordinate Firefighters, Equipment Operators, Rescue and Salvage Specialists, and/or Fire Lieutenant to work Out-Of-Title provided that they possess the required certifications.

A Fire Lieutenant, or "Acting" Fire Lieutenant, may order his or her subordinate Firefighters and/or Equipment Operators, and/or Rescue and Salvage Specialists to work Out-Of-Title provided that they possess the required certifications.

A Chief Officer may request a Fire Captain work Out-Of-Title as an "Acting" Battalion Chief, but the Fire Captain has the ability to refuse the Out-Of-Title work without negative consequences.

SECTION 3.03 – SPECIALTY TEAMS

The Springfield Fire Department shall maintain Water Rescue, Hazardous Materials Technical Rescue, and Bomb Squad Teams. In addition to the Policy & Procedures, Merit Rules, and Salary Ordinance, the following shall also apply:

Hazardous Materials Team

The Hazardous Materials Team shall consist of at least twelve (12) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the twelve (12) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Hazardous Materials Team shall be made up from personnel assigned to the Hazmat Station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Hazardous Materials Team shall submit a memorandum to the Battalion Chief overseeing special operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to a new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Hazardous Materials Team and no employee has submitted a request to join the team, the Fire Department may appoint a non-probationary employee of the appropriate rank with the least seniority in rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Members of the Hazardous Materials Team shall meet the OSHA 1910.120 requirements at the Hazardous Materials Technician level. New members to the Hazardous Materials team may be required to become State of Missouri IFSAC certified, and shall be compensated for acquiring and maintaining certification, when required. The team member who does not meet the OSHA 1910.120 requirements shall not work emergency calls in the capacity of a technician, but may train in the capacity of a technician.

Team members shall receive proficiency pay in the amount of six-hundred dollars ($600.00) per year, with the team leader receiving one-thousand dollars ($1,000.00) per year. Annual

proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month they are on the team.

Water Rescue Team

The Water Rescue Team shall consist of at least eight (8) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the eight (8) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Water Rescue Team shall be made up from personnel who are assigned to the Water Rescue station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Water Rescue Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Water Rescue Team and no employee has submitted a request to join the team, the Fire Department may appoint an employee of the appropriate rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Before an employee is assigned to the Water Rescue Team, the employee must have successfully completed a swim test within the past twelve (12) months. Neither the City nor the Fire Department shall mandate a swim test for anyone other than a candidate for the Water Rescue Team or a current Water Rescue Team member. This paragraph is to prohibit the Department from testing every single employee every single year.

In addition to passing a swim test prior to appointment to the Water Rescue Team, members of the Water Rescue Team shall be required to get their certification as a Swift Water Rescue Technician and pass a lifeguard course and shall be compensated for acquiring and maintaining certifications. The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may be required to train as a technician.

Team members shall receive proficiency pay in the amount of six-hundred dollars ($600.00) per year, with the team leader receiving one-thousand dollars ($1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month that they are on the team.

Technical Rescue Team

The Technical Rescue Team shall consist of at least seven (7) members for each shift, one of whom shall be the Team Leader. The Team Leader shall be the Fire Captain appointed by the Fire Chief. By virtue of their rank, all Rescue and Salvage Specialists shall be assigned to the Technical Rescue Team.

Members of the Technical Rescue Team shall be required to get and maintain the following certifications or licenses:

- Rope Rescue Technician (Rope Core, 6.1, 6.2);
- Confined Space Technician
- Structural Collapse Technician
- Trench Rescue Technician
- Vehicle and Machinery Rescue Technician (aka Extrication Rescue Technician)
- EMT-B or higher emergency medical license

The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician.

A Rescue and Salvage Specialist assigned to the team must acquire certifications and licenses within one year of assignment to the team, or until such time that the Fire Department can schedule the employee into the appropriate certification/training program. In the event the Rescue and Salvage Specialist cannot pass the certification/license process, the employee will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion.

A Fire Captain assigned to the team must acquire certifications and licenses within one year of assignment to the team, or until such time that the Fire Department can schedule the employee into the appropriate certification/training program. In the event the Fire Captain cannot pass the certification/license process, the Fire Captain will be subject to transfer. If the Fire Captain is required to change shifts, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Team leaders shall receive proficiency pay in the amount of one-thousand dollars ($1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Bomb Squad Team

The Bomb Squad Team shall consist of at least two (2) Fire Marshals from the Springfield Fire Department, one of whom shall be the Team Leader, and may include additional personnel above the two (2) from outside agencies (Springfield Police Department and/or Greene County Sheriff's

Office). The Team Leader shall be appointed by the Fire Chief. By virtue of their rank, all Fire Marshals shall be assigned to the Bomb Squad Team.

SECTION 3.04 – HEALTH INSURANCE

The City shall cover one-hundred percent (100%) of the annual cost of employee health insurance premiums. The employee shall be responsible for one-hundred percent (100%) of the cost of dependent health insurance premiums. The premiums shall be arrived at by sound actuarial means. Any increases in premiums shall be in accordance with City ordinances.

Changes to the health insurance plan, including but not limited to preferred providers, deductibles, co-pays, maximum out-of-pocket, and limitations on coverage, shall be subject to negotiation. The City and the Union realize that Federal Law can supersede this section.

The City shall continue to convene its Health Insurance Committee. The Union shall continue to have two (2) positions within that committee.

If the Union chooses to utilize the opt out provision, such utilization by the Union shall be subject to mandatory negotiation with the City. The Union shall only use these funds to purchase group health insurance of similar coverage for the members of the bargaining unit. If the Union opts out of the City's health insurance, the Union shall lose its two (2) positions on the Health Insurance Committee and will be responsible for any tax or penalty imposed on the City or the Health Plan that may arise from their decision to opt out. Should the Union elect to opt out of the City's Health Plan, a mutual agreement must be reached by both parties to cover the cost of run-out claims incurred by the City's Health Plan.

SECTION 3.05 – PENSION AND RETIREMENT

Police & Fire Retirement System

Employees hired before June 1, 2006, shall be members of the Police Officers' and Firefighters' Retirement System as established in Section 2 of the City Code.

TIER II

Employees hired after June 1, 2006, and before January 31, 2010, had been placed on Tier II of the Police Officers' and Firefighters' Retirement System. Per an agreement between the City and the Union, Tier II employees were allowed to migrate to LAGERS L-11 pension plan, and one-hundred percent (100%) of the employees on Tier II within the bargaining unit migrated to LAGERS. For purposes of this section, those employees shall be referred to as "former T2 employees."

Former T2 employees shall not be allowed to migrate back to the Police Officers' and Firefighters' Retirement System.

LAGERS

Employees hired after June 1, 2006 shall be members of the State of Missouri's LAGERS L-11 pension plan. The City shall pay one-hundred percent (100%) of the required contributions, and employees shall maintain the status of non-contributory members of the L-11 plan.

Additional Funding Contribution

A permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) has been established and will be contributed for and by Tier I employees. This employee contribution rate will not be subject to recalculation, regardless of any actuarial calculation performed for the Fire AFC.

After the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the Board's Actuary, or July 1, 2029, whichever comes first, the Fire AFC will cease to be calculated separately from other pension liabilities. It will then become a normal liability of the pension system. If the Fire AFC reaches a one-hundred percent (100%) funding ratio, based on the Board's Actuary study prior to July 1, 2029, the additional contribution of two-hundred ninety-one thousand nine-hundred eighteen dollars ($291,918) will end on the last day of the current fiscal year following the Board's Actuary study.

The City's contribution to the Fire AFC will remain in the system for investment and benefit payments, and will not be subject to an employee's return of contribution at retirement.

These provisions solely relate to the Fire AFC benefit and are not meant to change or impact any other provisions or groups in the Police & Fire Retirement System.

SECTION 3.06 – MODIFIED DUTY

Line of Duty

An employee who becomes injured or ill in the line of duty (as certified by the City's Workers' Compensation physician or provider) and who cannot perform assigned duties due to the injury or illness, shall be assigned modified duty consisting of meaningful work within the employee's medical restrictions.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

An employee on modified duty due to a line-of-duty injury or illness shall remain on modified duty unless released by the City's Workers' Compensation physician or provider to full duty, with or without a reasonable accommodation, or it has been determined the employee has reached maximum medical improvement. If after twelve (12) months from the original date of injury the employee is not able to return to full duty, the employee shall be given an additional sixty (60) calendar days to apply for a service or disability pension, seek reassignment to another position within the City, or resign his or her position with eligibility for re-hire.

A period of extension is allowed at the discretion of the Fire Chief, with the Union President to be notified. The same sixty (60)-day application period shall apply.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

Presumptive Clauses within RSMO Chapter 87

An employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the employee's physician, may request the same modified duty rights as an employee who becomes injured or ill in the line of duty.

Non-Duty

An employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the employee's medical restrictions at the discretion of the employer.

SECTION 3.07 – STEP RAISES

Entry-level Firefighters shall be placed at FPS-1, Step 1 on the FPS pay schedule. If an employee of the City of Springfield is hired as an entry-level Firefighter, the employee will be placed at the step within FPS-1 closest to their current step and grade and without receiving a reduction in pay.

The entry-level Firefighter's hire date shall be considered the employee's "employment anniversary date." The employee shall be evaluated at least annually on or before the employment anniversary date with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When a City employee, from another department, demotes or promotes to the entry-level Firefighter's position; his anniversary date for pay advancement will be adjusted to the date of said promotion or demotion. The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. The process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When an employee promotes, the employee's date of promotion shall be considered the "anniversary date for pay advancement." The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

In the event an employee promotes within sixty (60) calendar days of his or her employment anniversary date or promotional anniversary date, and the employee was to have received an overall passing evaluation, the employee shall be placed on the FPS pay schedule at the promoted grade and step closest to ten percent (10%) above the grade and step from where he or she promoted as if the employee had been granted the step which would have been due within that sixty (60)-day time frame.

In the event an employee does not receive an overall passing evaluation, the employee shall remain at his or her current step and grade for six (6) months. At the conclusion of the six (6) months, the employee shall be evaluated again. If the employee receives an overall passing evaluation, the employee shall advance to the next higher step within the FPS pay schedule. This six (6)-month mark will re-establish the employee's employment anniversary date or promotional anniversary date for purposes of annual evaluations and step raises. If the employee does not receive an overall passing evaluation, the employee will be subject to discipline per Merit rule 12.4 (i) and 12.4 (j).

This section is contingent upon step raises being funded under Section 3.02 (Wages).

SECTION 3.08 – ADDITIONAL COMPENSATION AND BENEFITS

Special Reclassification

When a Fire Lieutenant is to be reclassified to a Fire Captain, the reclassification shall be offered to the employee based on SFD Policy and Procedure 12.T60. Upon reclassification, the employee will be placed on the same step on the FPS 6 pay grade which they occupied on the FPS 5T pay grade.

Longevity Pay

Employees hired before January 1, 2005 receiving longevity pay shall continue to receive this benefit under its current administration, with three-hundred dollars ($300) annually being paid to employees with five (5) years to nine (9) years, three-hundred sixty-four (364) days; six-hundred dollars ($600) annually being paid to employees with ten (10) years to fourteen (14) years, three-hundred sixty-four (364) days; nine-hundred dollars ($900) annually being paid to employees with fifteen (15) years to nineteen (19) years, three-hundred sixty-four (364) days; and one-thousand two-hundred dollars ($1200) annually being paid to employees with twenty (20) years or more.

Deferred Compensation (457) Plan

As of July 1, 2015, employees shall be allowed to borrow against their Deferred Compensation account, regardless of the provider, in accordance with all laws and regulations.

Additional Funding Contribution

In coordination with Section 3.05 (Pension and Retirement) of this Agreement (which includes a permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) for and by Tier I employees), after the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary, or July 1, 2029, whichever occurs first, funds in the amount of two-hundred ninety-one thousand nine-hundred eighteen dollars ($291,918) (base and benefits inclusive) will be reallocated to the compensation pool on a prospective basis. This amount will not reduce, but rather be in addition to any compensation pool negotiated for the next fiscal year. This amount can then be directed to pay or benefits as deemed necessary by the Union.

SECTION 3.09 – CLOTHING ALLOWANCE & UNIFORM GUIDELINES

Clothing Allowance

Employees shall receive a clothing allowance. The Fire Chief shall identify the clothing and uniforms authorized for the allowance, as well as the replacement schedule for the clothing and uniforms. The clothing allowance shall cover one-hundred percent (100%) of the cost of clothing and uniforms. Employees will be responsible for utilizing the clothing allowance to purchase clothing and uniforms at their own discretion; however, uniforms must be in good condition at all times and present a professional image.

ARTICLE 4 – LEAVE

SECTION 4.01 – VACATION

In addition to Rule 21 of the Merit Rules as it exists at the signing of this Agreement, these provisions shall be included in specific regard to vacation accumulation and redemption:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- From eight (8) year to fifteen (15) years, three-hundred and sixty-four days (364) of service, the employee shall accumulate one-hundred sixty-eight (168) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate two-hundred forty (240) hours of vacation per year.

Fire employees within the bargaining unit working a forty (40)-hour work week shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate eighty (80) hours of vacation per year.
- From eight (8) years to fifteen (15) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate one-hundred sixty (160) hours of vacation per year.

Fire employees within the bargaining unit hired by the City of Springfield before July 11, 1995 shall not be capped on the amount of vacation earned. Fire employees within the bargaining unit hired by the City of Springfield on or after July 11, 1995 shall be capped on the amount of vacation hours earned at two (2) years' accrual.

Bargaining unit employees may schedule their vacation consistent with the policies of the Fire Department and Merit Rules, and these days shall be compensable at their current rate of pay.

In instances where personnel are required to attend training to meet the requirements of their job description or for the initial training required for new members assigned to specialty teams, the department may restrict their ability to select leave time during those dates; however, if the department has not notified the employee of the need for them to attend the training prior to when

they request leave, the employee will be allowed to use their leave irrespective of the required training.

Payout

Upon completion of twelve (12) months' completion of employment, when an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused vacation hours, up to two (2) years' accrual or whatever his or her December 31, 2005 vacation balance had been, whichever is the greater amount. The payout of vacation balances shall be considered earned income for pension calculations for members of the Springfield Police and Fire Retirement system only.

SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

These provisions shall cover holiday and continuous operations holiday accumulation and eligibility for payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate continuous operations holiday as follows:

- New Year's Day - twelve (12) hours
- Martin Luther King Day - twelve (12) hours
- Presidents' Day - twelve (12) hours
- Memorial Day - twelve (12) hours
- Independence Day – (twelve) (12) hours
- Labor Day – twelve (12) hours
- Veterans' Day – twelve (12) hours
- Thanksgiving – twelve (12) hours
- Christmas – twelve (12) hours

Bargaining unit employees shall accumulate continuous operations holiday in the pay period of the actual holiday.

Bargaining unit employees hired by the City of Springfield before July 1, 2004 shall not be capped on the amount of continuous operations holiday accrued. Fire employees within the bargaining unit hired by the City of Springfield on or after July 1, 2004 shall be capped on the amount of continuous operations holiday hours accrued at two (2) years' accrual.

Bargaining unit employees may schedule their continuous operations holiday as they would vacation days, and these days shall be compensable at their current rate of pay.

Fire employees within the bargaining unit working a standard forty (40)-hour work week shall be given the holiday off on or around the day in which the City recognizes the holiday and compensated for the holiday at their current rate of pay.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused continuous operations holiday hours, up to two (2) years' accrual. The payout of continuous operations holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.03 – FLOATING HOLIDAYS

These provisions shall cover floating holiday accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted thirty-six (36) hours of floating holiday per year during the first full pay period of the calendar year. Bargaining unit employees hired mid-year, and prior to September 30th, shall be granted their floating holiday hours after the completion of their first full pay period.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of three (3) days' worth of floating holidays per year during their first full pay period of the calendar year.

Bargaining unit employees may schedule their floating holiday hours as they would vacation days, and these days shall be compensable at their current rate of pay. Floating holidays must be taken by the end of the last full pay period of the calendar year. Any unused balance of floating holiday hours shall not be carried forward to the next calendar year.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield due to a retirement, the employee shall be paid out at his or her current hourly rate for any unused floating holiday hours. The payout of floating holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.04 – KELLY DAYS

These provisions shall be included in specific regard to Kelly Day accumulation and redemption:

Accumulation

Effective January 1, 2015, Fire Department employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted forty-eight (48) hours of Kelly Days per year during the first full pay period of the calendar year with the following exception:

Employees who voluntarily demote, promote, or move from a modified duty position, on a forty (40)-hour work week, to a twenty-four (24)-hour shift position will receive two (2) Kelly Days if it occurs after January 1 but before April 1, or one (1) Kelly Day if it occurs on or after April 1 but before September 1, provided they did not receive Kelly Days on January 1 of that calendar year.

Bargaining unit employees may only schedule their Kelly Day hours during overtime "long cycles," (periods during which twenty-four (24) or more hours of FLSA overtime might be paid) and these days shall be compensable at their current rate of pay. Kelly Days must be taken by the end of the last full pay period of the calendar year. No more than twenty-four (24) hours may be used during each long cycle. Any unused balance of Kelly Day hours shall not be carried forward to the next calendar year.

Redemption

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused Kelly Day hours. The payout of Kelly Day balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.05 – PIN DAYS

These provisions shall cover Pin Day accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted a balance of leave time equivalent to twelve (12) hours following the successful completion of five (5) years' service with the City of Springfield. This shall be known as a Pin Day. A Pin Day shall be granted again following the successful completion of ten (10) years' service, fifteen (15) years, twenty (20) years, and so on.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of one (1) days' worth of a Pin Day under the benchmarks established in the preceding paragraph.

Bargaining unit employees may schedule their Pin Day hours as they would vacation days, and these hours shall be compensable at their current rate of pay. Any unused balance of Pin Day hours shall not be carried forward more than three-hundred sixty-five (365) days.

Payout

Pin Days are not eligible for payout when an employee of the bargaining unit leaves employment with the City of Springfield regardless of the reason for departure.

SECTION 4.06 – SICK LEAVE

These provisions shall cover Sick Leave accumulation, payout, and redemption:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted one-hundred forty-four (144) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to two-thousand one-hundred sixty (2,160) hours of sick leave.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted ninety-six (96) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to one-thousand four-hundred forty (1,440) hours of sick leave.

Bargaining unit employees shall be compensated for sick hours properly used at their current hourly rate.

Payout

For bargaining unit employees working the twenty-four (24)-hour shift hired by the City of Springfield before July 1, 1998 who leaves the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to one-thousand four-hundred forty (1,440) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

For bargaining unit employees working a forty (40)-hour work week hired by the City of Springfield before July 1, 1998 who leave the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to nine-hundred sixty (960) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

Redemption

Employees hired before July 1, 1998, who normally do not work a twenty-four (24)-hour shift and with an accrued sick leave balance of at least seven-hundred twenty (720) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than fifty-four (54) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least seven-hundred twenty (720) hours may redeem not less than eight (8) hours, but not more than sixteen (16) hours per year.

Employees hired before July 1, 1998, who normally work a twenty-four (24)-hour shift and with an accrued sick leave balance of at least one-thousand eighty (1,080) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than

seventy-five (75) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least one-thousand eighty (1,080) hours may redeem not less than twelve (12) hours, but not more than twenty-four (24) hours per year.

All redemption requests are subject to the following:

1. Employee must have used no more than forty (40) hours (or forty-eight (48) hours for employees regularly assigned to a twenty-four (24)-hour shift) of personal sick leave during the twelve (12) months prior to the request. The request also must not reduce the employee's remaining accrued personal sick leave balance below seven-hundred twenty (720) hours or one-thousand eighty (1,080) hours for employees normally scheduled on a twenty-four (24)-hour shift, and

2. Employee may not have more than one (1) redemption request granted in a given fiscal year, and

3. Employee will be paid seventy-five percent (75%) of his or her hourly pay rate at the time of the redemption request for each of the hours redeemed, and his or her accrued sick leave balance will be reduced by the number of hours redeemed. The employee's maximum number of unused sick leave hours he or she may accumulate shall also be reduced by the number of sick leave hours the employee has redeemed, and

4. Employee hired before July 1, 1998 who is eligible to receive payment for unused sick leave upon separation from City service will have the hours credited in the unused sick leave payment calculation reduced by any hours redeemed, and

5. Sick leave redemption program shall be conditioned upon the continued availability of funds appropriated for this purpose and may be suspended or discontinued at any time by the City Manager without prior notice.

SECTION 4.07 – MILITARY LEAVE

Bargaining unit members assigned to a 56-hour work week, upon delivery of official military documentation to Human Resources, shall be granted one-hundred seventy (170) hours of paid military leave time at the beginning of the Federal Fiscal Year.

ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.01 – EQUAL OPPORTUNITY

The City and the Union agree that they will not discriminate against any employee because of race, color, religion, gender, age, national origin, sexual orientation, a gender identity, status as a protected veteran, or status as a qualified individual with a disability.

In this Agreement, words shall be construed as non-sexist and non-applicable to any gender but shall include both the feminine and masculine.

SECTION 5.02 – SAVINGS PROVISION

In any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.

SECTION 5.03 – PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect upon execution by the parties and shall continue in full force and effect and shall expire on June 30, 2021, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) calendar days of the expiration of this Agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this Agreement shall remain in full force and effect.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in effect until either a new agreement is reached or until any impasse is resolved as set forth under Section 2.94(n) of Special Ordinance 6090.

SECTION 5.04 – REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

SECTION 5.05 – NO STRIKE/NO LOCKOUT

It is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage or any related activity during the term of this Agreement. If any employee or group of employees represented by the Union should violate the intent of this section, the Union shall take immediate action to prevent such illegal acts and take necessary steps to that end, and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Violation of the provision of this section shall be grounds for immediate discharge.

It is further agreed that union employees will not be required to cross picket lines at locations, for purposes other than performing the essential functions of their jobs.

SECTION 5.06 – CALENDAR DAYS

For purposes of this Agreement, when the last calendar day falls on a Saturday, Sunday or City holiday, then all notices and related materials will be considered timely if delivered on the next working day for City of Springfield administrative offices.

SECTION 5.07 – SUBSTITUTION OF UNION TITLE

For purposes of this Agreement, when the term “Shop Steward” is used in this Agreement, it means “District Vice President.”

SECTION 5.08 – APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union, the bargaining representative of the employees referred to above, and on behalf of the City's bargaining team.

Chad Davis, President IAFF Local 152	David Pennington, Fire Chief City of Springfield Fire Department
Date	Jason Gage, City Manager City of Springfield
	Date

One rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 12-08-20

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 304 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the First Amendment to the Collective Bargaining Agreement by and between the City and the Bargaining Unit of the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO; and authorizing the City Manager, or his designee, to execute and deliver the First Amendment on behalf of the City to the Bargaining Unit.

_____

WHEREAS, the City of Springfield, Missouri (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, the City recognizes the Bargaining Unit of the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW Local No. 753") as the sole collective bargaining representative of certain classifications in the Crafts, Trades and Labor ("CTL") Employee Group and Salary Schedule via Certification of Representation by the State Board of Mediation; and

WHEREAS, the City and IBEW Local No. 753 are the parties to a certain Collecting Bargaining Agreement effective July 1, 2019 ("The Collective Bargaining Agreement"); and

WHEREAS, the City established a team (the "City's team") for the purposes of bargaining as the exclusive agent for the City for collective bargaining; and

WHEREAS, the City's team met with IBEW Local No. 753 and conferred and discussed wages, benefits, and other terms and conditions of employment in order to reach a mutually satisfactory proposed First Amendment to The Collective Bargaining Agreement; and

WHEREAS, the City's team and IBEW Local No. 753 reached an agreement on the First Amendment to The Collective Bargaining Agreement and submit the proposed First Amendment to City Council for consideration and approval.

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

Section 1 – The First Amendment to The Collective Bargaining Agreement, by and between the City and IBEW Local No. 753, attached hereto and incorporated herein by reference as "Exhibit 1," has been reviewed and considered by City Council.

Section 2 – City Council hereby approves entering into the First Amendment to The Collective Bargaining Agreement as a final and binding First Amendment to the Collective Bargaining Agreement between the City and IBEW Local No. 753.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the First Amendment to The Collective Bargaining Agreement to IBEW Local No. 753 and such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect immediately after its adoption by City Council.

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 2020-304

FILED: 12-08-20

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the First Amendment of the Collective Bargaining Agreement, between the City and the International Brotherhood of Electrical Workers, Local 753 (IBEW Local No. 753), the Bargaining Unit for certain classifications in the Crafts, Trades, and Labor Employee Group and Salary Schedule; and to authorize the City Manager, or his designee, to execute and deliver the First Amendment on behalf of the City to the Bargaining Unit.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, the City entered into collective bargaining with the International Brotherhood of Electrical Workers, Local 753 (IBEW Local No. 753), the sole Bargaining Unit for certain classifications in the Crafts, Trades, and Labor Employee Group and Salary Schedule. The current agreement was entered into on July 1, 2019, and is being amended. The attached "Exhibit 1," reflects the First Amendment to the Collective Bargaining Agreement and amends Article XV – 'Wages.' This First Amendment to the agreement was reached voluntarily through the collective bargaining process. The First Amendment is to be effective as of the date of execution by the parties.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

It is respectfully requested that City Council approve this First Amendment to the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

EXHIBIT 1

FIRST AMENDMENT TO ARTICLE XV – WAGES OF THE COLLECTIVE BARGAINING AGREEMENT

THIS FIRST AMENDMENT to Article XV of THE COLLECTIVE BARGAINING AGREEMENT BETWEEN: THE CITY OF SPRINGFIELD, MISSOURI AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO LOCAL UNION NUMBER 753 (IBEW) (the "First Amendment") is between The City of Springfield, Missouri ("the City"), and The International Brotherhood of Electrical Workers AFL-CIO Local Union Number 753 (IBEW).

WHEREAS, the City and IBEW are parties to a certain Collective Bargaining Agreement effective July 1, 2019 (the "Agreement"); and

WHEREAS, the City and IBEW wish to amend a certain provision of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date of execution by the parties, Article XV – Wages, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

ARTICLE XV – WAGES

Due to the impact of the COVID-19 pandemic and its effects, the mid-year Fiscal Year 2021 economic package for IBEW ("economic package") includes the following:

(a) Effective January 3, 2021, mid-year of Fiscal Year 2021, the City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Crafts, Trades, and Labor Schedule (CTL) pay schedule as specified below:

(i) Any CTL bargaining unit member who receives an overall satisfactory evaluation on July 1, 2020, through the pay period ending January 2, 2021, will receive his/her Merit Step effective January 3, 2021, with a corresponding pay date of January 21, 2021.

(ii) Under Missouri law, increased pay for the Merit Step may only apply prospectively so such unit members shall not receive additional pay for the period of July 1, 2020, through January 2, 2021.

(iii) Any CTL bargaining unit member who receives an overall satisfactory evaluation on January 3, 2021 through June 30, 2021, will receive his/her Merit Step at the beginning of the appropriate pay period as pursuant to standard practice.

(iv) Also, per Merit Rule 18.2 (a) (3), Advancement within a Salary Range, the City Manager will waive the full-year requirement for any CTL bargaining

unit member who receives a satisfactory evaluation between July 1, 2020 and January 2, 2021, and who did not receive a Merit Step until the January 21, 2021 pay date. Waiving the full-year requirement will permit the employee to be eligible to receive his/her Merit Step in Fiscal Year 2022 at his/her regularly scheduled appraisal review date, should Merit Steps be authorized.

(b) Effective January 3, 2021, with a corresponding pay date of January 21, 2021, the City will create a new Step 9 for all Salary Grades within the Bargaining Unit contained in the Crafts, Trades, and Labor Schedule (CTL) pay schedule that will include a base amount of two and forty-five hundredths percent (2.45%) increase above the base amount of the previous top step (Step 8):

(c) Effective January 3, 2021, with a corresponding pay date of January 21, 2021, the City will implement a two percent (2%) across-the-board pay increase for all members of the Bargaining Unit.

(d) The IBEW may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2022 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations will be scheduled by or before March 1, 2021 unless both the IBEW and City agree otherwise. Before the commencement of negotiations, the City shall provide the IBEW a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written below.

_____
Date

THE CITY

By:_____
Jason Gage, City Manager

Date: _____

IBEW

By:_____
Tony Parrish, IBEW Business Agent

Date: _____

One Rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 12-08-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 305 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Third Amendment to the Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22; and authorizing the City Manager, or his designee, to execute and deliver the Third Amendment on behalf of the City to the Bargaining Unit.

_____

WHEREAS, the City of Springfield, Missouri (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, the City recognized the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 (hereinafter "SPOA 22"), as the sole collective bargaining representative of the Springfield Police Department by Special Ordinance 26344; and

WHEREAS, the City established a team (the "City's team") for the purposes of bargaining as the exclusive agent for the City for collective bargaining; and

WHEREAS, the City and SPOA 22 are parties to a certain Collective Bargaining Agreement effective July 1, 2017 ("The Collective Bargaining Agreement"); and

WHEREAS, the City's team met with SPOA 22 and conferred and discussed wages, benefits, and other terms and conditions of employment in order to reach a mutually satisfactory proposed Third Amendment to The Collective Bargaining Agreement; and

WHEREAS, the City's team and SPOA 22 reached an agreement on the Third Amendment to The Collective Bargaining Agreement and submit the proposed Third Amendment to City Council for consideration and approval.

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

Section 1 – The Third Amendment to The Collective Bargaining Agreement by and between the City and SPOA 22, which is attached hereto and incorporated herein by reference as "Exhibit 1," has been reviewed and considered by City Council.

Section 2 – City Council hereby approves entering into the Third Amendment to The Collective Bargaining Agreement as a final and binding Third Amendment to the Collective Bargaining Agreement between the City and SPOA 22.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the Third Amendment to The Collective Bargaining Agreement to SPOA 22 and such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect immediately after its adoption by City Council.

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 2020-305

FILED: 12-08-20

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Third Amendment of the Collective Bargaining Agreement, between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 (SPOA 22), the Bargaining Unit of the Springfield Police Department of Springfield, Missouri; and to authorize the City Manager, or his designee, to execute and deliver the Third Amendment on behalf of the City to the Bargaining Unit.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 (SPOA 22), the Bargaining Unit of the Springfield Police Department. The current agreement was entered into July 1, 2017 and is being amended. The attached "Exhibit A," reflects the Third Amendment of the Collective Bargaining Agreement and amends Article 17 – 'Discipline, Appeals and Grievances,' Article 18 - 'Wages,' and Article 25 — 'Duration of Agreement.' This Third Amendment to the agreement was reached voluntarily through the collective bargaining process. The Third Amendment is to be effective as of the date of execution by the parties.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

It is respectfully requested that Council approve this Third Amendment to the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

EXHIBIT 1

THIRD AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH SPRINGFIELD POLICE OFFICERS' ASSOCIATION

THIS THIRD AMENDMENT TO THE JULY 1, 2017, COLLECTIVE BARGAINING AGREEMENT BETWEEN: THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICERS' ASSOCIATION (SPOA), FRATERNAL ORDER OF POLICE LODGE 22 (the "Third Amendment") is between The City of Springfield, Missouri ("the City"), and The Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA 22").

WHEREAS, the City and SPOA 22 are parties to a certain Collective Bargaining Agreement effective July 1, 2017, which has been previously amended on June 19, 2018, and June 25, 2019 (collectively, the "Agreement"); and

WHEREAS, the City and SPOA 22 wish to amend certain provisions of the Agreement as hereinafter provided.

WHEREAS, the City and SPOA 22 have agreed to an extension of the terms of the Agreement until June 30, 2021 with the changes described herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date of execution by the parties, Article 17 – Discipline, Appeals and Grievances, and Article 18—Wages, of the Agreement, are hereby deleted in their entirety and the following are inserted in their place:

ARTICLE 17 – DISCIPLINE, APPEALS AND GRIEVANCES

17.1.

If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4 of the Merit System Rules.

A member of the bargaining unit (or former member) may appeal the discipline by either (1) filing an appeal with the Personnel Board, or (2) waiving their right to a Personnel Board appeal and requesting a final decision from the City Manager. In either case, he or she must submit a written request stating the facts pertinent to his or her appeal, and attach the appropriate SPOA Discipline Appeal Process Form, within fifteen (15) calendar days of the effective date of the

discipline, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day.

17.1(a). Requesting A Personnel Board Hearing

If the employee or former employee requests a hearing before the Personnel Board, he or she must submit his or her written request, attached to the appropriate SPOA Discipline Appeal Process Form, stating the facts pertinent to the appeal, to the Secretary to the Board (the Director of Human Resources) at the Director's office. Personnel Board appeal hearings will be conducted in accordance with procedures set forth in Merit Rule 13.6, Personnel Board Hearing. At the conclusion of the hearing, the Personnel Board's recommendation will be submitted to the City Manager, whose decision is final. The written decision by the City Manager's Office will be hand delivered to the employee or former employee with a copy to the designated SPOA representative within 24 hours of the written decision date; provided however, if the employee has been terminated or is otherwise not at work, the City Manager's decision will be sent to the employee/former employee by regular and certified mail with copies to the designated SPOA representative, and, for all intents and purposes, the letter shall be considered received three (3) days from the post mark of the letter.

17.1(b). Waiving Right to a Personnel Board Hearing and Requesting A Decision from City Manager

If the employee or former employee waives his or her right, in writing, to a hearing before the Personnel Board, and requests a final decision directly from the City Manager, he or she must submit a written request stating the facts pertinent to the appeal, attached to the appropriate SPOA Discipline Appeal Process Form, and deliver same to the City Manager, with a copy delivered to the Director of Human Resources. The City Manager will make a decision no later than fifteen (15) calendar days after receiving the written request, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day. The written decision by the City Manager's Office will be hand delivered to the employee or former employee with a copy to a designated SPOA representative within twenty-four (24) hours of the written decision date; provided however, if the employee has been terminated or is otherwise not at work, the City Manager's decision will be sent to the employee/former employee by regular and certified mail with copies to the designated SPOA representative, and, for all intents and purposes, the letter shall be considered received three (3) days from the post mark of the letter. The employee or former employee will have fifteen (15) days after the receipt of the decision to request the SPOA to file a grievance.

17.2. Arbitration or Circuit Court

If the employee/former employee is not satisfied with the City Manager's decision, he or she may file a grievance with the SPOA or pursue his or her right of appeal to the Circuit Court.

The decision to file a grievance must be documented on the appropriate SPOA form and submitted to the SPOA office no later than fifteen (15) calendar days after receipt of the City

Manager's decision, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day.

If the employee/former employee files a grievance with the SPOA, the SPOA will notify the City, via the Director of Human Resources, of its decision whether or not to demand arbitration of the grievance within fifteen (15) calendar days after receipt of the grievance, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then the notification shall be considered timely if delivered on the next succeeding working day. If the SPOA demands arbitration, the grievance will be arbitrated according to the procedures of Step 4 of Subsection 16.5 (Grievance Procedure) of this Agreement. If the SPOA declines to arbitrate the grievance, the employee/former employee may nevertheless retain his right to appeal the decision to Circuit Court.

An arbitrator's decision will be final and binding. An employee or former employee whose disciplinary grievance is advanced to arbitration must waive, in writing on the appropriate SPOA form, his or her right to appeal the discipline in Circuit Court pursuant to Section 536.150 R.S.Mo.

ARTICLE 18 – WAGES

18.1

(a) Effective January 3, 2021, with a corresponding pay date of January 21, 2021, the City will implement a three and a half (3.5%) percent across-the-board pay increase for all members of the Bargaining Unit.

(b) The City will fund the Merit Steps for all Salary Grades within the bargaining unit on the Law Enforcement (LES) salary schedule effective January 3, 2021. Any LES bargaining unit member who received an overall satisfactory evaluation on July 1, 2020, through the pay period ending January 2, 2021, will receive his/her merit step effective January 3, 2021, with a corresponding pay date of January 21, 2021. Unit members shall not receive merit step pay for the period of July 1, 2020, through January 2, 2021. Any LES bargaining unit member who receives an overall satisfactory evaluation effective on January 3, 2021 through June 30, 2021, will receive his/her merit step at the beginning of the appropriate pay period as pursuant to standard practice. Also, per Merit Rule 18.2 (a) (3), Advancement within a Salary Range, the City Manager will waive the full-year requirement for an employee who received a satisfactory evaluation between July 1, 2020 and January 2, 2021 but who did not receive a merit step until the January 21, 2021 pay date. Waiving the full-year requirement will permit the employee to stay on schedule to be eligible to receive his/her merit step in fiscal year 2022 at his/her regular appraisal review date, should merit steps be authorized.

18.2 Beginning with the 70th Academy Class, LES probationary employees who graduate from the Springfield Police Academy and after being commissioned as a law enforcement officer shall advance on the LES 2 Salary Grade from Step 1 to Step 2 effective the beginning of the first full pay period following academy

graduation. Once advancement to Step 2 occurs the employee is then eligible to advance to the next step consistent with the criteria outlined in Merit Rule 18.2(a).

18.3 If at any time during the duration of this Agreement, the City enters into a collective bargaining agreement with another bargaining unit of City employees that contains a "me too" wage clause, the City will immediately notify the SPOA and the following "me too" provision will be activated:

If an Employee Group of City employees receives a total wage and/or benefit package representing an amount greater than the total wage and/or benefit package negotiated and received by the SPOA for the same fiscal year, then the SPOA bargaining unit shall receive an across the board pay increase equal to the amount received by the Employee Group that is greater than the SPOA total wage and/or benefit package for the year being negotiated. An "Employee Group" is all of the employees in one of the five primary Employee Groups including Craft, Trades, and Labor; Department Heads/Leadership Team; Fire; Professional, Administrative, Technical (including PAT U), and Police. Employee Group is overarching and includes both employees represented by a union and employees not represented by a union. This "me too" provision shall take effect the first pay period following the City Council's approval of the other defined Employee Group's wage and/or benefit package for the year being negotiated. This does not apply when increases or adjustments are made to specific positions within a defined Employee Group, or to those positions who report directly to City Council, or to an administrative board.

2. Article 25 – Duration of Agreement, of the Agreement, shall be amended to reflect a June 30, 2021 expiration date.

3. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year first written below.

_____
Date

THE CITY

By:_____
Jason Gage, City Manager

_____
Date

SPOA 22

By:_____
Andrew Zinke, President

_____
Date

One Rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 12-08-20

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-306 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making provision for eight new job titles; providing pay adjustments for employees on the Professional, Administrative and Technical Schedules and Crafts, Trades and Labor Non-Union Schedule and for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; and amending the Fiscal Year 2020-2021 budget of the City.

_____

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

(NOTE: Throughout this document, underlined language has been added, and ~~stricken~~ language has been deleted.)

Section 1 – Section 2-92 of the City Code, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical ("PAT") Schedules is hereby amended by adding the following job title(s), with said changes to be effective as early as January 3, 2021.

Proposed Job Title and Salary Grade
(Titles to be Added)

Classification	Grade
911 Telecommunicator Lead*	PAT-6
Park Ranger Recruit	PAT-6
Lead Keeper	PAT-6
Zoo Registrar	PAT-7
Head Keeper	PAT-8

Northwest Treatment Plant Senior Operator	PAT-8
Museum Affairs Officer	PAT-9
Assistant Director of Building Development Services	PAT-13U

*The 911 Telecommunicator Lead classification identified above at a PAT-6 shall also allow for an eleven percent (11%) increase of pay for demonstration of acquired skills, serving as a Certified Training Officer to train and mentor other 911 Telecommunicators, and to serve in a lead role.

Section 2 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' is hereby amended by funding the Fiscal Year 2020-2021 Merit Steps mid-year, for the steps and salary grades contained in the Professional, Administrative & Technical ("PAT") Schedules, the Crafts, Trades and Labor Non-Union ("CTL Non-Union") Schedule, non-union salary grades ten (10) through sixteen (16) contained in the Fire Protection Schedule ("FPS"), and non-union salary grades thirteen (13) through sixteen (16) contained in the Law Enforcement Schedule ("LES") as specified below:

(i) Any employee who receives an overall satisfactory evaluation on July 1, 2020, through the pay period ending January 2, 2021, will receive his/her Merit Step effective January 3, 2021, with a corresponding pay date of January 21, 2021.

(ii) Under Missouri law, increased pay for the Merit Step may only apply prospectively so employees shall not receive additional pay for the period of July 1, 2020, through January 2, 2021.

(iii) Any employee who receives an overall satisfactory evaluation on January 3, 2021, through June 30, 2021, will receive his/her Merit Step at the beginning of the appropriate pay period as pursuant to standard practice.

(iv) Also, per Merit Rule 18.2 (a) (3), Advancement within a Salary Range, the City Manager will waive the full-year requirement for an employee who receives a satisfactory evaluation between July 1, 2020 and January 2, 2021, but who did not receive a Merit Step until the January 21, 2021, pay date. Waiving the full-year requirement will permit the employee to be eligible to receive his/her Merit Step in Fiscal Year 2022 at his/her regularly scheduled appraisal review date, should Merit Steps be authorized.

Section 3 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' is hereby amended by establishing a new top Step 9 for each salary grade level within the Professional, Administrative and Technical ("PAT") Schedule in the amount of five percent (5%) above the previous top Step 8 and establishing a new top Step 14 for Professional, Administrative, and Technical Unclassified ("PAT-U") Schedule in the amount of five percent (5%) above the previous top Step 13. These

changes shall be effective for the pay period commencing January 3, 2021, with a corresponding pay date of January 21, 2021.

Section 4 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' is hereby amended by establishing a new top Step 9 for salary grades eight (8) through thirteen (13) within the Crafts, Trades, and Labor Non-Union ("CTL Non-Union") Schedule in the amount of four and six tenths percent (4.60%) above the previous top Step 8 and by establishing a new top Step 10 for salary grades fourteen (14) through seventeen (17) within the Crafts, Trades, and Labor Non-Union ("CTL Non-Union") Schedule in the amount of four and six tenths percent (4.60%) above the previous top Step 9. These changes shall be effective for the pay period commencing January 3, 2021, with a corresponding pay date of January 21, 2021.

Section 5 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' is hereby amended by increasing the base pay for all active pay steps on all non-union salary grades ten (10) through sixteen (16) contained in the Fire Protection Schedule ("FPS") in the amount of three and one half percent (3.50%). These changes shall be effective for the pay period commencing January 3, 2021, with a corresponding pay date of January 21, 2021.

Section 6 – Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' is hereby amended by establishing a new top Step 15 for each salary grade level for non-union salary grades thirteen (13) through sixteen (16) contained in the Law Enforcement Schedule "("LES") in the amount of three and seventy-five hundredths percent (3.75%). These changes shall be effective for the pay period commencing January 3, 2021, with a corresponding pay date of January 21, 2021.

Section 7 – The budget of the City of Springfield for Fiscal Year 2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 043, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 8 – City Council hereby finds that the budget adjustment made in Section 7 has been recommended by the City Manager.

Section 9 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 10 – This Ordinance shall be in full force and effect immediately after its adoption by the City Council.

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 2020-306

FILED: 12-08-20

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend Chapter 2, Section 2-92 of the Springfield City Code, known as the Salary Ordinance, relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical (PAT) Schedules by making provision for eight (8) new job titles; by providing pay adjustments for employees on the PAT Salary Schedules and Crafts, Trades, and Labor Non-Union (CTL Non-Union) Salary Schedule, as well as for certain non-union salary grades on the Fire Protection Schedule (FPS), and Law Enforcement Schedule (LES) Non-Union Salary Schedules; and amending the Fiscal Year 2020-2021 budget of the City to make adjustments for pay improvements for mid-year Fiscal 2020-2021.

BACKGROUND: Due to the pandemic, the annual salary and benefits Council bill was pended until later in the Fiscal Year 2020-2021 budget year ("FY2021"). This Council bill contains a recommendation related to the routine job title additions that are recommended due to department organizational changes and completed job studies.

Due to the unknown impact of the COVID-19 pandemic related to possible reductions and closure of retail activities and its subsequent effect on sales tax revenues, when developing the FY2021 budget, the City Manager's priority was to protect employees' jobs and preserve the City's labor and financial resource capacity. Thus, based on limited available revenue and economic information to assess the full economic impact, the City Manager recommended that consideration for any employee pay plan improvements be pended at that time and until Finance could perform in-depth analysis to provide a more accurate economic picture of the COVID-19 impact.

After having the opportunity to study data and the City's financial position after the first quarter, the City Manager is now recommending the mid-year funding of Merit Steps for all non-union employees, as well as other pay plan improvements. These pay improvements include creating a new top step for PAT employees at 5% above the current top step of each salary grade; creating a new top step for CTL non-union employees at 4.6% above the current top step of each salary grade; implementing an across the board pay increase of 3.5% for all salary grades and steps on the FPS Non-Union Salary Schedule, as well as creating a new top step for LES non-union employees at 3.75% above the current top step of each non-union salary grade.

These pay changes are recommended to be effective with the pay period beginning January 3, 2021, with a corresponding pay date of January 21, 2021.

BUDGET NOTES: All costs reflected herein are either included in the attached budget adjustment (see Exhibit A) for FY2021, or included in available funding that exists in the adopted FY2021 budget.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

It is respectfully requested that City Council give consideration and approval to these changes.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
043

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	401510	000000	00000	$ 1,508,822	Sales Tax Revenue
20120	16	80010	401510	000000	00000	88,735	Sales Tax Revenue
20130	16	80010	401510	000000	00000	78,040	Sales Tax Revenue
25010	18	97510	401510	000000	00000	121,253	Sales Tax Revenue
25020	07	23010	401510	000000	00000	105,051	Sales Tax Revenue - Reimbursement from Greene County
Net Revenue Adjustment						$ 1,901,901	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	Various		500110	000000	00000	$ 1,452,783	1/2 Year pay plan Improvements all departments
10110	15	19020	500110	000000	00000	56,039	1/2 Year unfreeze three Municipal Court positions
20120	16	80010	500110	000000	00000	88,735	1/2 Year pay plan Improvements - Parks
20130	16	80010	500110	000000	00000	78,040	1/2 Year pay plan Improvements - Parks
25010	18	97510	500110	000000	00000	121,253	1/2 Year pay plan Improvements - LEST
25020	07	23010	500110	000000	00000	105,051	1/2 Year pay plan Improvements - 911
Net Expenditure Adjustment						$ 1,901,901	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-2021 budget by appropriate funds from increased sales tax collections for pay plan improvement implementation for various funds and departments and to fund three frozen Court Services Representatives in Municipal Court.

Requested By:

Department Head — 12/14/20 Date

Approved By:

Director of Finance — 12/14/20 Date

City Manager — Date

Authorization:

Council Bill No. 2020-306
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 12-08-20

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 307 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a grant in the amount of $1,861 from the Stephen and Helen G. Sedora Charitable Trust, to provide free smoke alarms and batteries for the hearing impaired; and amending the budget for the Fire Department for Fiscal Year 2020-2021.

_____

WHEREAS, the Springfield Fire Department ("SFD") provides free smoke alarms to residents who are in need in order to reduce injuries, deaths, and severity of property damage as the result of a fire; and

WHEREAS, SFD funds its free smoke alarm program through public donations, partnership support, and grants; and

WHEREAS, SFD applied for and received a grant from the Stephen and Helen G. Sedora Charitable Trust to provide smoke alarms and batteries for the hearing impaired.

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 a grant in the amount of $1,861 from the Stephen and Helen G. Sedora Charitable Trust for the purchase of smoke alarms and batteries for the hearing impaired, and to do all things necessary to carry out the grant, including the execution of contracts upon approval as to form by the City Attorney.

Section 2 – The budget for Fiscal Year 2020-2021 of the Springfield Fire Department is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 041, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 3 – City Council hereby finds that the budget adjustment made in Section 2 has been recommended by the City Manager.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 5 – City Council greatly appreciates the donation and wishes to express its thanks to the Stephen and Helen G. Sedora Charitable Trust.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-307

FILED 12-08-20

ORIGINATING DEPARTMENT: Fire

PURPOSE: To accept and appropriate grant funds in the amount of $1,861 from the Stephen and Helen G. Sedora Charitable Trust for purchase of hearing-impaired smoke alarms and batteries; and to amend the budget.

BACKGROUND INFORMATION: The Stephen and Helen G. Sedora Charitable Trust provides financial support for programs for the hearing impaired through a grant program administered by the Central Trust Company.

The Fire Department applied for and was awarded a grant totaling $1,861 from the Sedora Trust which will allow for the purchase of 9V batteries and smoke alarms specifically designed for the hearing impaired.

REMARKS: The Springfield Fire Department provides free smoke alarms and batteries to our community, to include specialized alarms for those with hearing impairments. Funding provided through grants and donations are critical to the sustainment of this community risk reduction program.

Submitted by:

David Pennington, Fire Chief

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
041

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22700	10	15080	416030	000000	00000	$ 1,861	FY21 2020 Sedora Foundation Grant
Net Revenue Adjustment						$ 1,861	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22700	10	15080	501260	000000	00000	$ 1,861	FY21 2020 Sedora Foundation Grant
Net Expenditure Adjustment						$ 1,861	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-2021 budget by appropriate funds from the Stephen and Helen G Sedora Charitable Trust for the purchase of hearing-impaired smoke alarms and batteries.

Requested By:

12/14/20
Department Head Date

Approved By:

12/14/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-307
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 12-08-20

Sponsored by: Simpson

COUNCIL BILL 2020- 308 RESOLUTION _____

A RESOLUTION

ADOPTING the 2020-2025 Greene County Hazard Mitigation Plan as required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

WHEREAS, the City of Springfield is aware that no community is immune from disaster; and

WHEREAS, the City recognizes the importance of enhancing its ability to withstand all hazards as well as the importance of reducing human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, the City has previously pursued measures such as building and fire codes and floodplain management regulations to minimize the impact of these hazards; and

WHEREAS, in order to further address such hazards, the Springfield-Greene County Office of Emergency Management has prepared the 2020-2025 Greene County Hazard Mitigation Plan ("the Plan") in accordance with 44 C.F.R. Section 201.6; and

WHEREAS, the Plan is a renewal of the 2015-2020 Plan, which was adopted by City Council Resolution 10235, on August 24, 2015; and

WHEREAS, by adoption of the Plan, the City agrees to use its best efforts to become a safer, sustainable community by participating in hazard identification and risk assessment to implement mitigation practices that can reduce vulnerability for residents and businesses; and

WHEREAS, by adoption of the Plan, the City will be eligible for hazard mitigation funding through the Federal Emergency Management Agency ("FEMA") and the State Emergency Management Agency ("SEMA").

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

Section 1 – City Council hereby adopts the 2020-2025 Greene County Hazard Mitigation Plan, which is on file in the office of the City Clerk.

Section 2 – The Plan shall be monitored, evaluated, updated and resubmitted to City Council for readoption at least every five years from the date of the last adoption.

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: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 308

FILED: 12-08-20

ORIGINATING DEPARTMENT: Emergency Management

PURPOSE: To adopt the 2020-2025 Greene County Hazard Mitigation Plan as required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("Stafford Act").

REMARKS: The Stafford Act requires our community to update our hazards mitigation plan every five years. The City's plan was last adopted in 2015. Entities without such plan cannot receive Stafford Act funding.

The Stafford Act established funding mechanisms for pre-and post-disaster mitigation programs. The planning effort, which has taken over a year to complete and involved over 60 people from a broad cross section of the community, has produced a plan that outlines not only our past and current mitigation efforts, but also provides a framework and road map for future mitigation actions. Considering the significant impact that natural disasters can have on communities, a well-thought-out and designed mitigation plan is critical.

Numerous hazard mitigation projects have been identified throughout the community. These projects may be eligible for funding. All mitigation program funding is contingent on federal and state funding allocations that are distributed on an annual basis and approved by both the State Emergency Management Agency ("SEMA") and the Federal Emergency Management Agency ("FEMA").

REMARKS: The current plan has been approved by SEMA and FEMA, contingent on approval and adoption by City Council. A copy of the Greene County Hazard Mitigation Plan is available for review in the Springfield City Clerk's Office.

Submitted by:

Larry A. Woods
Emergency Management Director

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.

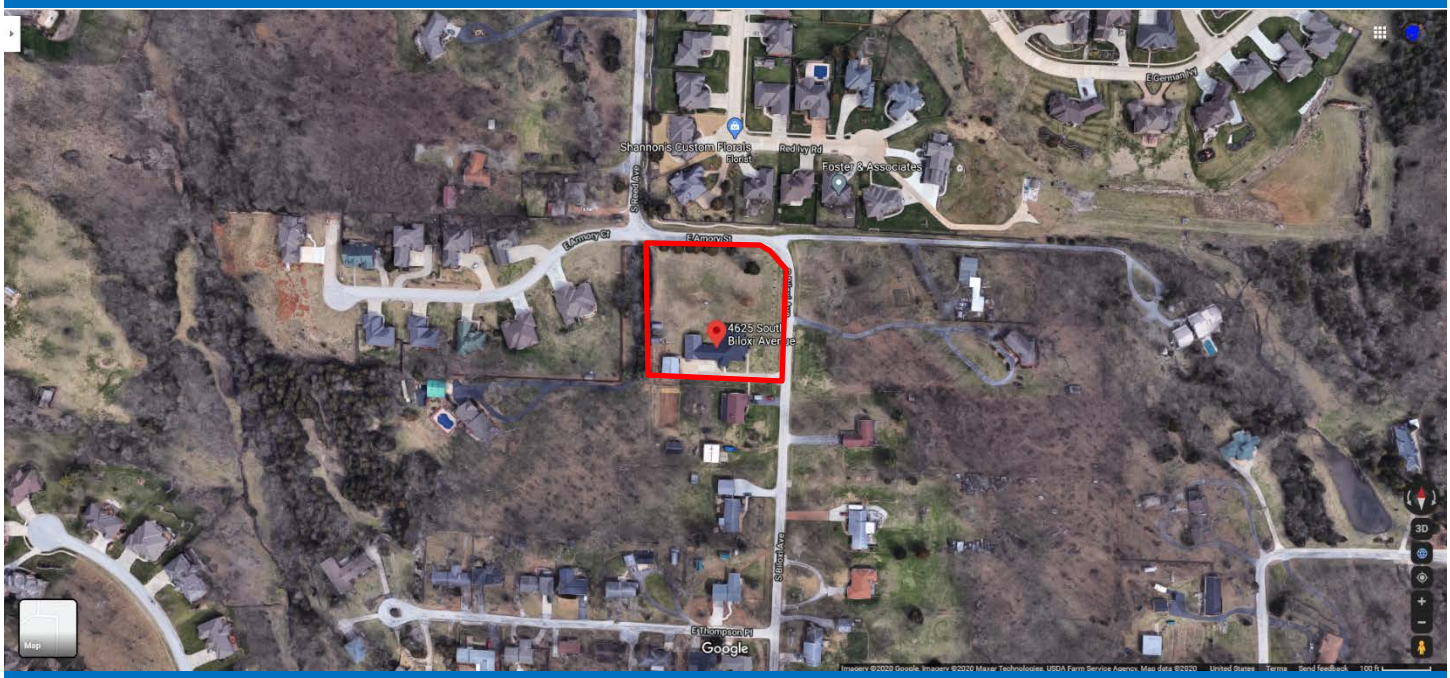
FINDINGS FOR STAFF RECOMMENDATION:

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.

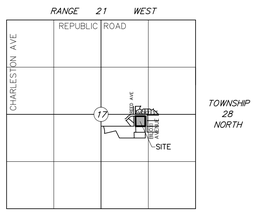
If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

ATTACHMENT 3

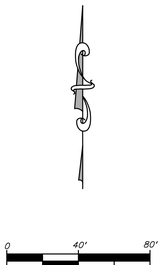
PRELIMINARY PLAT

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



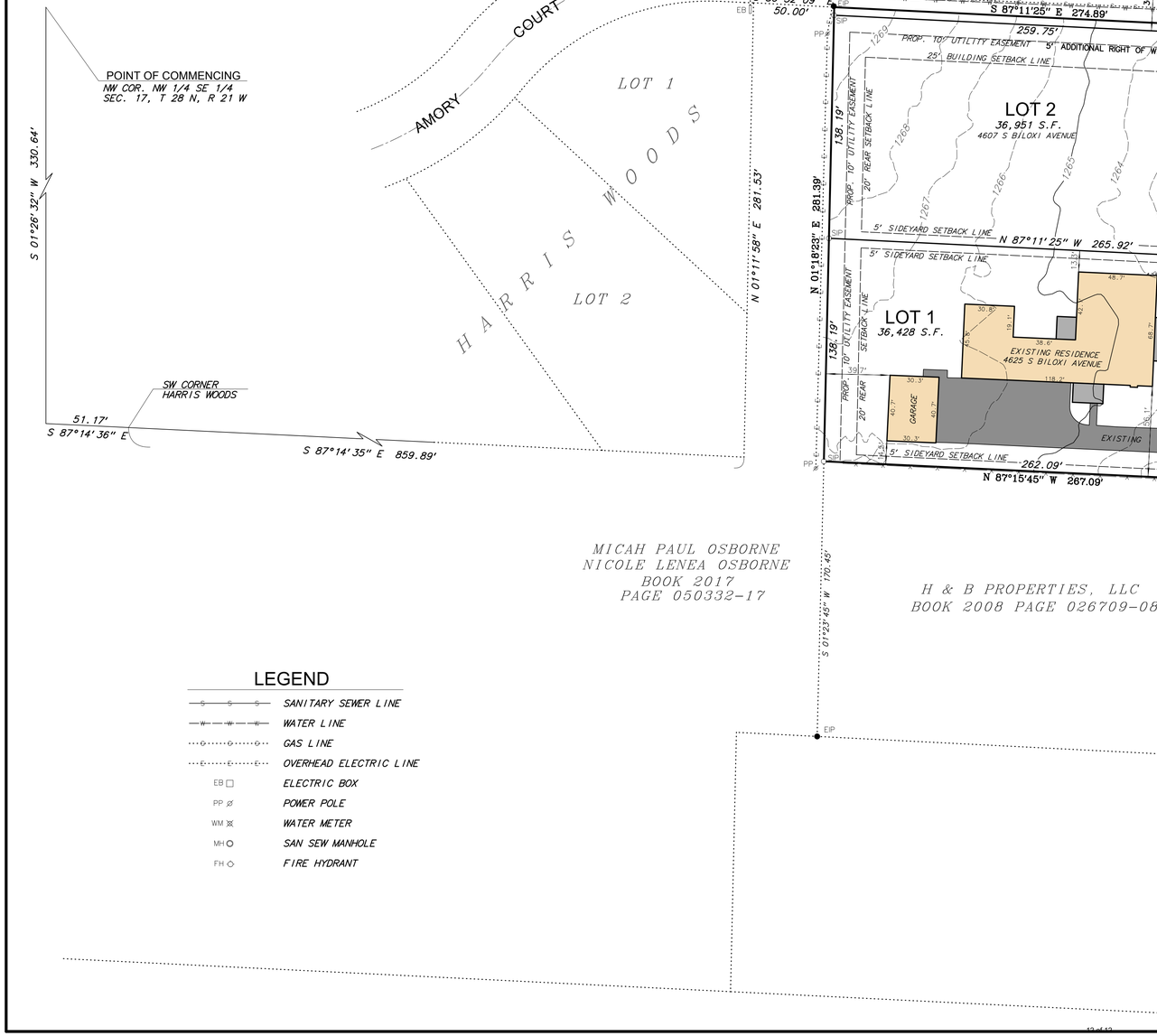
CONTOUR INTERVAL 1'

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.

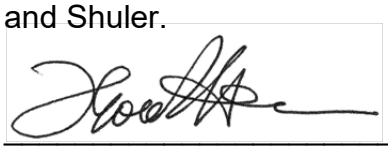
Mr. Aaron Hargrave, 3213 S. West Bypass, here to answer any questions.

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.

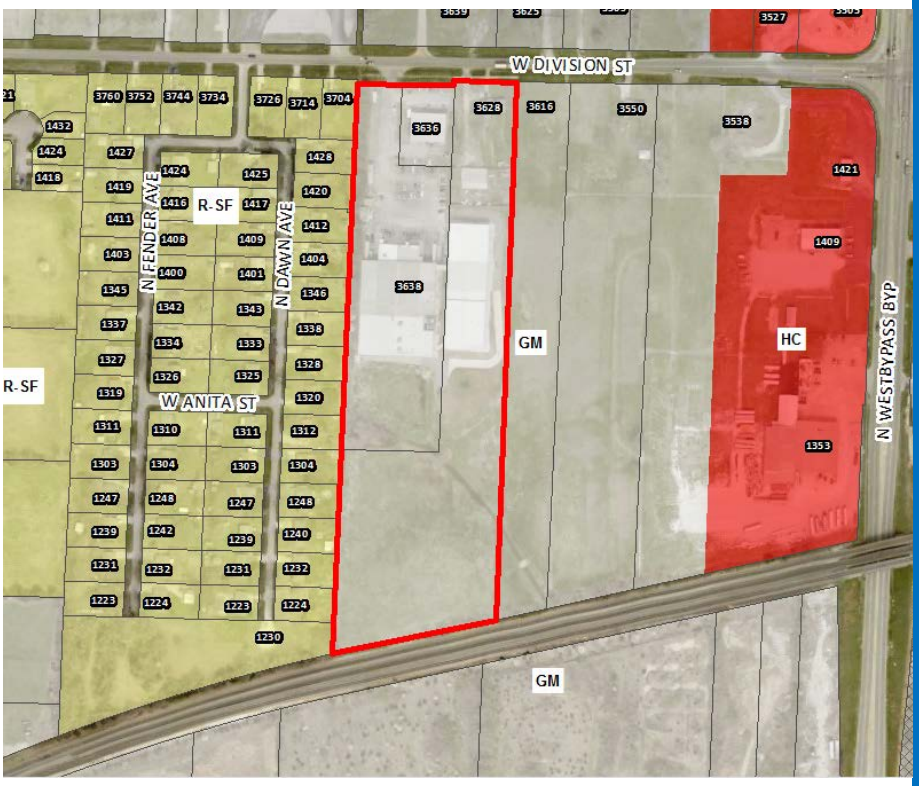
COMMISSION ACTION:
Ms. Cox motioned to **approve** item Preliminary Plat of Kramer West 2nd Addition (3638 West Division Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Rose, Broekhoven, Cox, and Jobe. Nays: None. Abstain: None. Absent: Thomas and Shuler.



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.

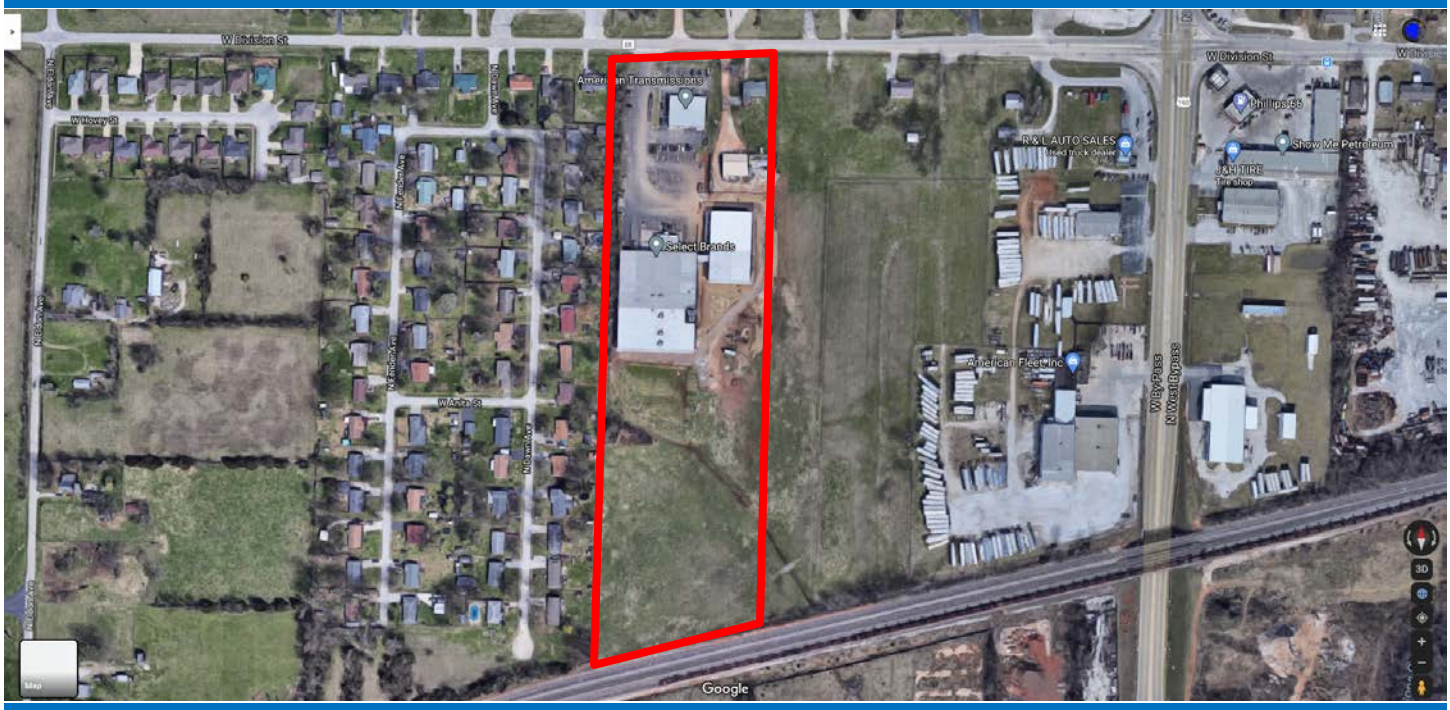
FINDINGS FOR STAFF RECOMMENDATION:

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

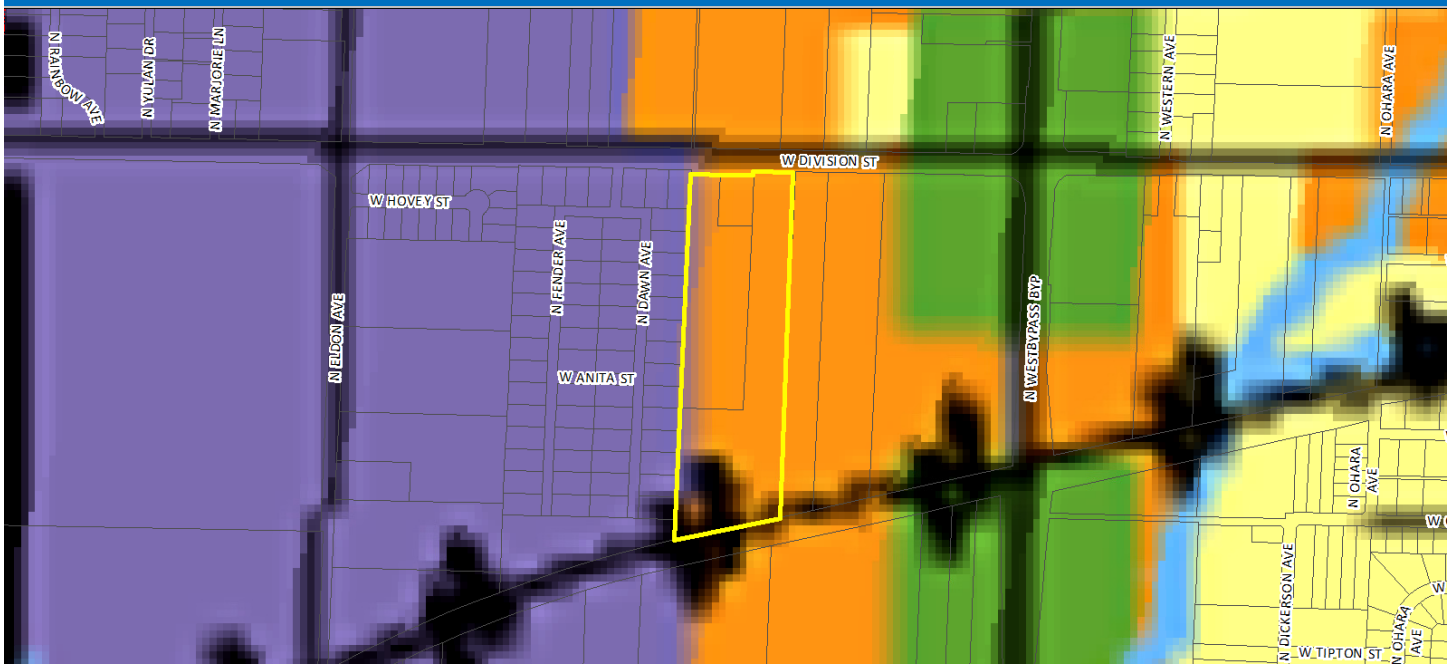
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



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.

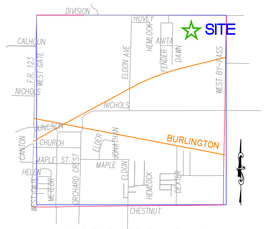
RECORDER'S SPACE

ATTACHMENT 3

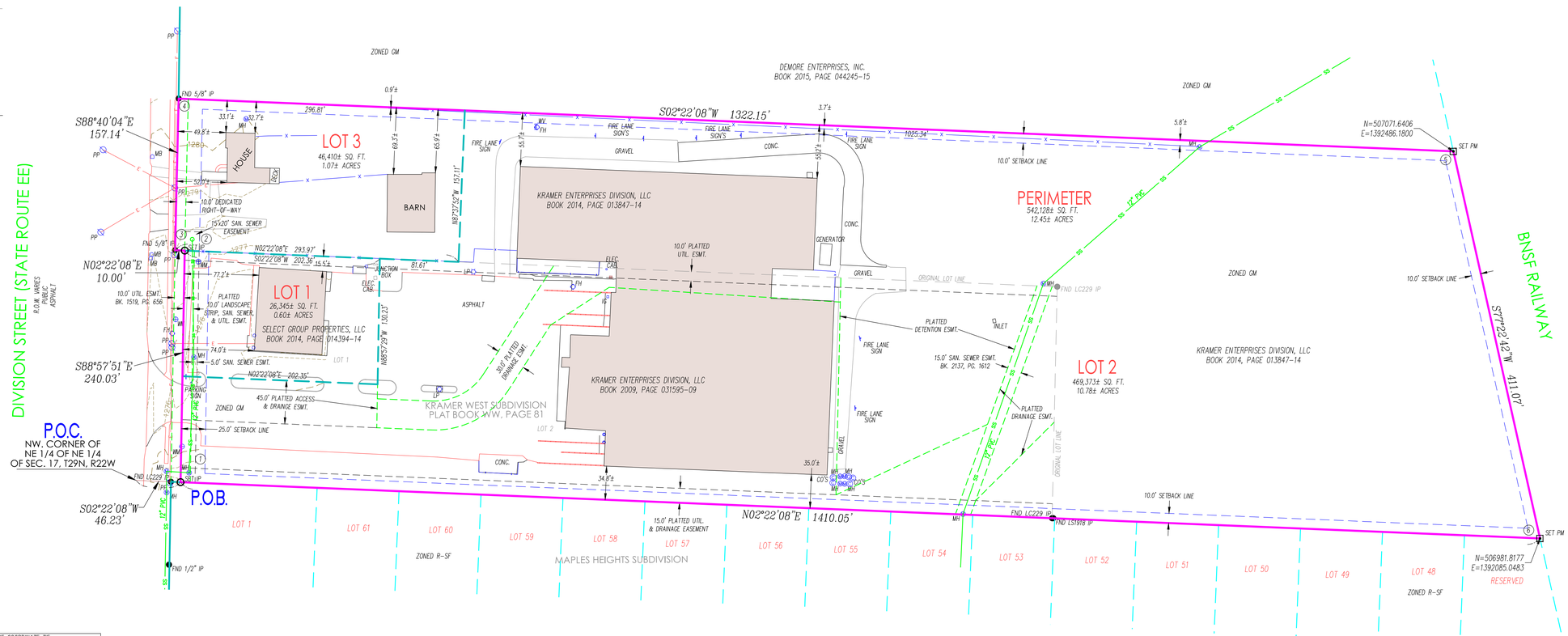
KRAMER WEST 2ND ADDITION

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

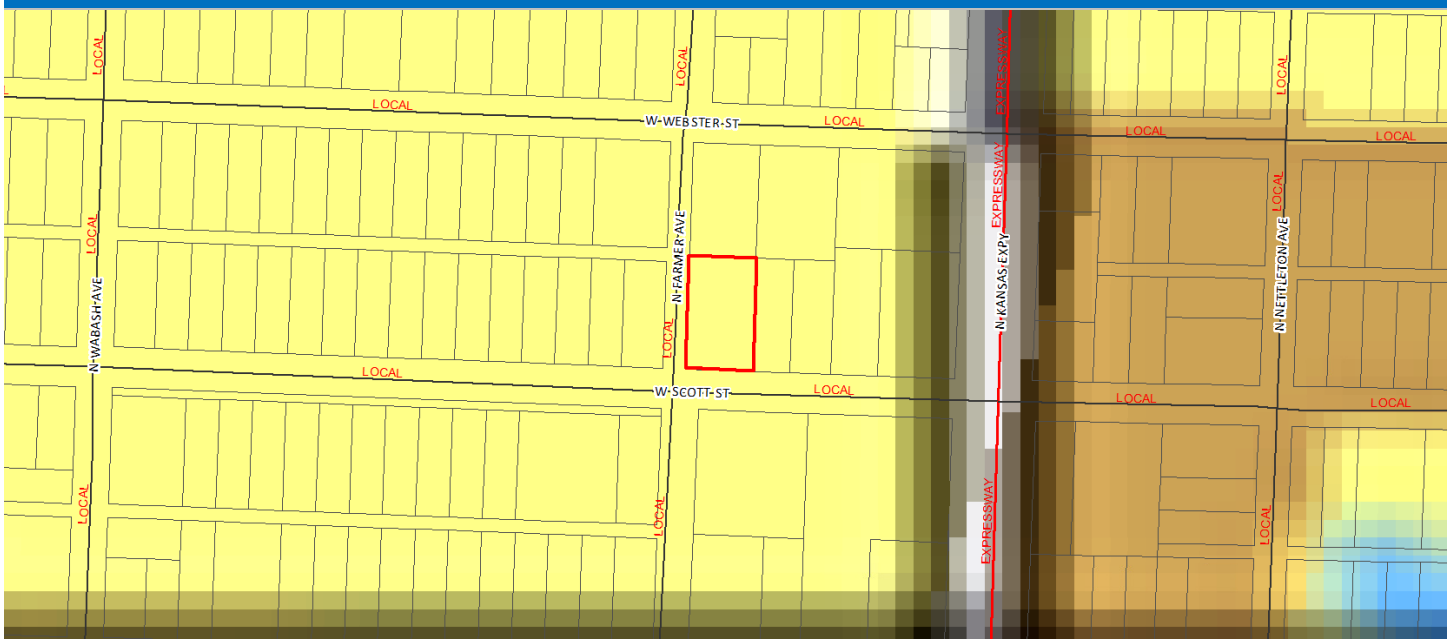
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



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.

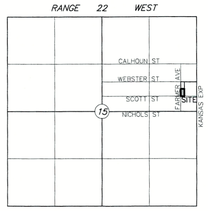
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

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

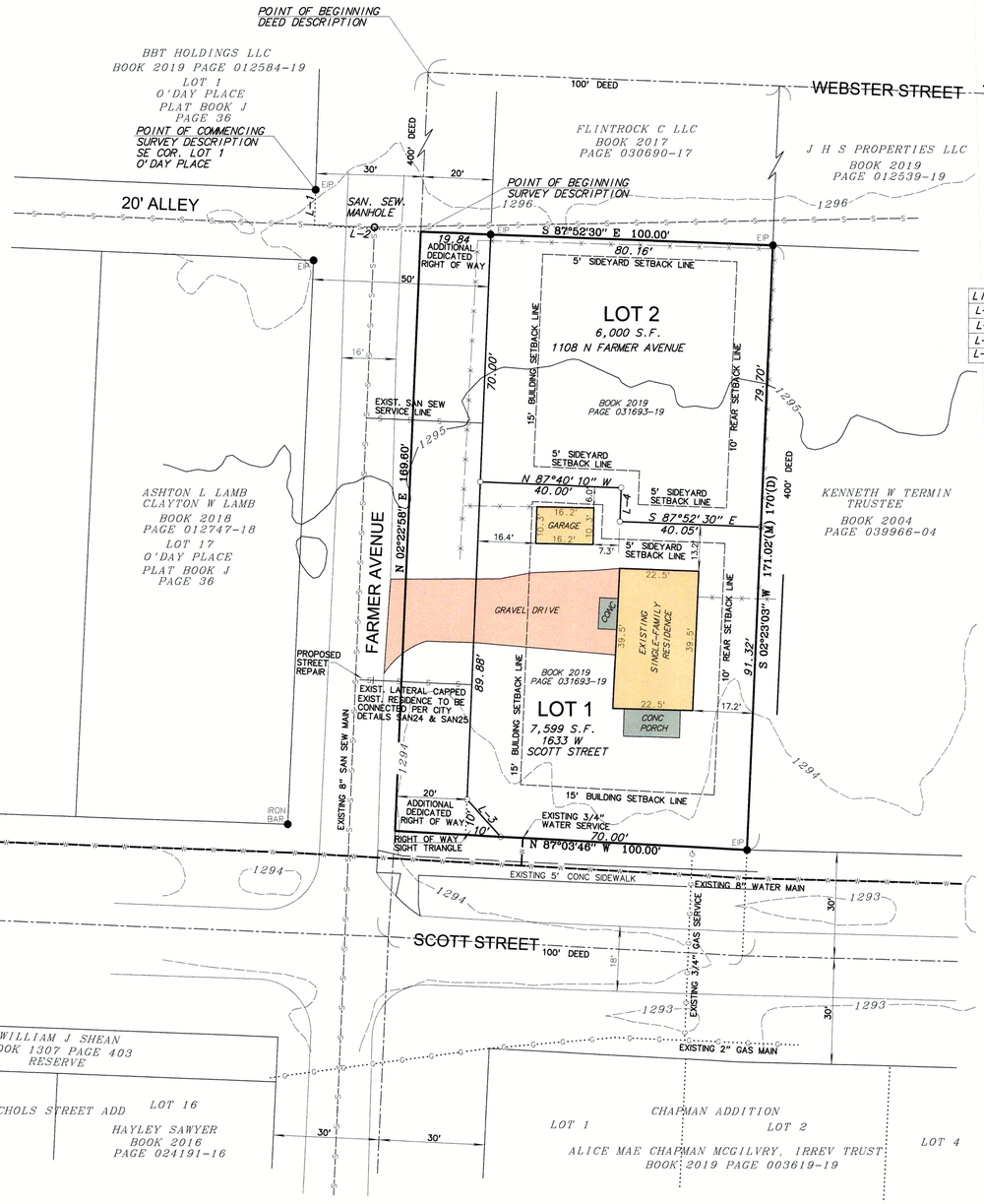
PRELIMINARY PLAT

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



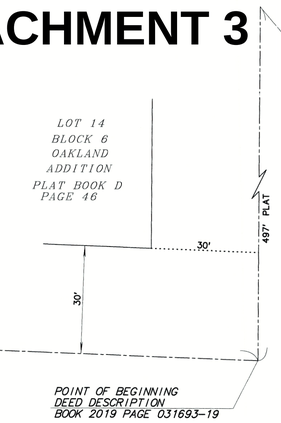
LOT 1 EXISTING IMPERVIOUS SURFACE

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