



Agenda

City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Angela Romine, Zone 1
Abe McGull, Zone 2
Mike Schilling, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A
Craig Hosmer, General B
Andrew Lear, General C
Richard Ollis, General D

Upcoming Council Meeting Agenda November 1, 2021 6:30 p.m.

Speakers must sign up with the City Clerk to speak to a Council Bill on the agenda.

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 not 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 based on City Council's policy regarding the number of speakers.

Note: Sponsorship does not denote Council member approval or support.

1. ROLL CALL.

2. APPROVAL OF MINUTES, OCTOBER 18, 2021 CITY COUNCIL

4. APPROVAL OF MINUTES. OCTOBER 18, 2021 CITY COUNCIL MEETING.

Documents:

[10-18-2021.PDF](#)

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

4. CEREMONIAL MATTERS.

5. CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.

6. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.

7. Council Bill 2021-264 (McGull)

A special ordinance amending the Park Board's Fiscal Year 2021-2022 Operating Budget in the amount of \$294,450 to appropriate the grant funds from the Board of Education for Springfield School District R-12's Expansion of Service for Wrap Around Care Program for youth attending elementary and middle schools, made possible by \$3.4 million in Coronavirus Relief Funds, to be used in and as part of Park Board's SPARC Before and After-School Programs.

Documents:

[2021-264.PDF](#)

8. Council Bill 2021-265 (Ollis)

A special ordinance amending and restating the Brownfields Program Revolving Loan Fund Policies and Procedures to increase program flexibility and adjust loan terms and conditions to reflect current lending market conditions.

Documents:

[2021-265.PDF](#)

9. Council Bill 2021-266 (Simpson)

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Taxable Special Obligation Refunding Bonds Series 2021A in a principal amount not to exceed \$3,000,000 for the

Bonds, Series 2021A, in a principal amount not to exceed \$5,000,000 for the purpose of providing funds to refund the Refunded Bonds (as defined below); authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Documents:

[2021-266.PDF](#)

10. Council Bill 2021-267 (Lear)

A special ordinance authorizing the City Manager, or his designee, to amend the Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

Documents:

[2021-267.PDF](#)

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

12. Council Bill 2021-270 (Schilling)

A resolution declaring an intent to initiate annexation of approximately 11.5 acres of private property, generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass, and referenced as Annexation A-6-2021, into the City of Springfield. (Staff recommends approval.) (Anderson Engineering, Inc., 1644, 1684 & 1706 S. Farm Road 129 (Zimmer Avenue), A-6-2021)

Documents:

[2021-270.PDF](#)

13. EMERGENCY BILLS.

14. PUBLIC IMPROVEMENTS.

15. GRANTS.

16. AMENDED BILLS.

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

18. Council Bill 2021-271 (McGull)

A general ordinance amending Section 1-9 of the Springfield City Code "City

A general ordinance amending Section 1-6 of the Springfield City Code, 'City Limits,' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 2 acres of private property, generally located at 3284 North Mulroy Road, and referenced as Annexation A-5-2021, into the City of Springfield. (Vivian McKenzie, 3284 N. Mulroy Rd., A-5-2021)

Documents:

[2021-271.PDF](#)

19. Council Bill 2021-272 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 32 acres of property generally located at 3280 and 3284 North Mulroy Road from County R-1, Suburban Residence District, and County PAD 933, to HC, Highway Commercial District; establishing Conditional Overlay District No. 203; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (Vivian L. McKinzie & Childress Family LP, 3284 N. Mulroy Rd., Z-19-2021 w/COD #203)

Documents:

[2021-272.PDF](#)

20. Council Bill 2021-273 (McGull)

A special ordinance granting Conditional Use Permit No. 454 for the purpose of authorizing an automobile washing business to operate as a conditional use within the GR, General Retail District, generally located at 3015 East Sunshine Street. (Staff and Planning and Zoning Commission recommend approval.) (Ozark Motors & Supply Co., 3015 East Sunshine Street, COD 454)

Documents:

[2021-273.PDF](#)

21. Council Bill 2021-274 (McGull)

A special ordinance granting Conditional Use Permit No. 455 for the purpose of permitting a restaurant to operate as a conditional use within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue. (Staff and Planning and Zoning Commission recommend approval.) (Kirk A. Heyle Trust, 307 South National Avenue, CUP 455)

Documents:

Documents:

[2021-274.PDF](#)

22. Council Bill 2021- 275 (Ollis)

A special ordinance approving a Petition to Establish the SGF Sports Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the SGF Sports Community Improvement District, and SGF Sports, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

Documents:

[2021-275.PDF](#)

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

24. Council Bill 2021-276 (McGull)

A special ordinance amending the budgets of the General Fund, the 2019-2024 1/4-Cent Capital Improvement Sales Tax Fund, and the 2021-2025 1/8-Cent Transportation Sales Tax Fund for Fiscal Year 2021-2022 to appropriate funds in the amount of \$611,000 to reimburse Costco Wholesale Corporation for total payments due in Fiscal Year 2021- 2022 pursuant to the City's Infrastructure Reimbursement Agreement.

Documents:

[2021-276.PDF](#)

25. Council Bill 2021-277 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept the City of Springfield's allocation of \$3,805,703 of HOME-American Rescue Plan grant funds from the U.S. Department of Housing and Urban Development; authorizing the City Manager, or his designee, to execute the grant agreement as an amendment to the Housing and Urban Development Fiscal Year 2021 Annual Action Plan; and amending the Fiscal Year 2021-2022 budget in the amount of \$3,805,703 for the purpose of appropriating these funds.

Documents:

[2021-277.PDF](#)

26. Council Bill 2021-278 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and Parsons Transportation Group, Inc., for the development, implementation and maintenance of updated Advanced Traffic Management System software and hardware to be operated by the Missouri Department of Transportation and the City of Springfield at the Transportation Management Center of the Ozarks for traffic management and traveler information services throughout the regional roadway network.

Documents:

[2021-278.PDF](#)

27. Council Bill 2021-279 (Ollis)

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 Non-Union Schedule and the Crafts, Trades and Labor Non-Union Schedule by making provision for nine new job titles and deleting one existing job title; authorizing the City Manager, in connection with the Director of Human Resources, to administratively establish and implement a commission-based supplemental pay program for specific designated positions; establishing a new Occupational Series market pay adjustment for specific golf pro positions; and amending the Salary Ordinance to clarify the City Manager's authority to increase the Occupational Series market pay adjustments for all occupational series groups.

Documents:

[2021-279.PDF](#)

28. Council Bill 2021-280 (Simpson)

A general ordinance amending the Springfield City Code Chapter 46, 'Elections,' to add a new Section 46-9, 'Statement of candidacy - candidate affidavits,' for the purpose of requiring candidates for City Council to make a sworn affidavit they possess the qualifications for office required by the City's Charter, the Springfield City Code, and state law.

Documents:

[2021-280.PDF](#)

29. Council Bill 2021-281 (Romine)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Cottle's Range Subdivision, generally located at 2222 - 2224 North Main Street, between the First and Fifth Streets.

located at 3280 and 3284 North Mulroy Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (Childress Family LP & Vivian L. McKinzie, 3280 N Mulroy Road, Preliminary Plat of Cottle's Range Subdivision)

Documents:

[2021-282.PDF](#)

36. Council Bill 2021-283 (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, as shown on the Preliminary Plat of Mercy Villa, generally located at 1100 East Montclair 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.) (St. John's Regional Health Center, 1100 East Montclair Street, Preliminary Plat of Mercy Villa)

Documents:

[2021-283.PDF](#)

37. Council Bill 2021-284 (McGull)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Murray's Hickory Village Subdivision, generally located at 636 South Mission 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.) (Hickory Village 55 Plus LLC, 636 South Mission Avenue, Preliminary Plat of Murray's Hickory Village Subdivision)

Documents:

[2021-284.PDF](#)

38. CONSENT AGENDA – ONE READING BILLS.

39. CONSENT AGENDA – SECOND READING BILLS.

40. **BOARD CONFIRMATIONS.**

Confirm the following reappointment to the Art Museum Board: Matt Edwards, with a term to expire June 1, 2024.

41. **END OF CONSENT AGENDA.**

42. **ADJOURN.**

Persons addressing City Council are asked to step to the microphone and clearly state their name and address before speaking.

All meetings are recorded.

In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864 -1651 at least 3 days prior to the scheduled meeting.

October 18, 2021
Springfield, Missouri

The City Council met in regular session October 18, 2021 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: Andrew Lear, Heather Hardinger, Angela Romine, Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis, and Ken McClure. Absent: None.

Minutes

The minutes of October 4, 2021 City Council meeting, October 5, 2021 special City Council meeting, and October 12, 2021 special City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

The following items appeared on the agenda under Ceremonial Matters.

Barbara Garcia was sworn-in to the Springfield/Greene County Environmental Advisory Board.

Derek White was sworn-in to the Board of Equalization.

Mayor McClure thanked both for their service.

City Manager Report

Jason Gage, City Manager noted the Springfield Fire Department successfully completed the third week of fire prevention month by visiting 44 public and private schools and meeting with over 9,000 students to discuss fire safety. Fire companies will visit schools throughout the month of October and send materials home for students to share with their parents. Mr. Gage further noted the Springfield Fire Department broke ground on the City's thirteenth fire station last week. The location of the fire station is in the 1900 block of West College Street will be operational by fall of 2022. Mr. Gage thanked Mayor McClure and Mayor Pro Tem Simpson for attending the groundbreaking.

Mr. Gage thanked Taj Suleyman, Director of Diversity, Equity, and Inclusion for his keynote speech at the NAACP banquet over the weekend. Mr. Gage expressed thanks to Mr. Suleyman and the award winners for their contributions and efforts toward a more inclusive Springfield.

Mr. Gage noted on Friday, October 1, 2021 the Springfield Police Department welcomed two new officers into the ranks after graduating from our 19th Lateral Police Academy. The new graduates were honored with a ceremony at the Springfield Regional Police and Fire Training Center. He explained a lateral officer is an experienced officer who came from another law enforcement agency and attends an abbreviated academy at the Springfield Regional Police and Fire Training Center. During the lateral academy, they receive six weeks (240 hours) of training to become

acclimated to Springfield and the Springfield Police Department (SPD). After graduation, the officers are assigned to an experienced field-training officer for six weeks of on-the-job training. Once that's completed, they will be assigned to SPD's Uniform Operations Bureau. Officer Kristen Spears comes to SPD from Anchorage Police Department and Officer Ethan Leasman comes from the New York City Police Department. Mr. Gage expressed congratulations to each of our newest officers.

Mayor Pro Tem Simpson asked for clarification regarding any updates to police officer recruiting. Mr. Gage noted he will give an update in the afternoon session at the City Council Retreat on Wednesday, October 20, 2021.

Councilman McGull thanked Mr. Gage for providing the 24-hour arrest reports to City Council. Mr. Gage noted there are 40 jail spaces available for municipal needs and there is a contingency plan for jail space.

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

**Rezoning; 2625
West Delmar
Street, 1025 and
1045 South Clifton
Avenue, and 2620
West Grand Street**

Sponsor: Schilling Council Bill 2021-246.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.3 acres of property generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue, and 2620 West Grand Street from Planned Development No. 269 to Planned Development No. 378; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: Simmons First National Bank; 2625 W. Delmar Street, 1025 & 1045 S. Clifton Avenue and 2620 W. Grand Street; PD 378)

Council Bill 2021-246. General Ordinance 6688 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure. Nays: None. Absent: None. Abstain: None.

**Amending General
Ordinance 6662;
Grand Avenue
Parkway District**

Sponsor: Schilling. Council Bill 2021-256.

A general ordinance amending General Ordinance 6662, which rezoned approximately 72.33 acres of property generally located adjacent to Grant Avenue between College Street and Catalpa Street to the Grant Avenue Parkway District, and which is referenced as Zoning Case Z-11-2021, to correct the legal descriptions of Subdistricts B and C within the Grant Avenue Parkway District. (City of Springfield; 465 S. Grant Avenue (Part of the Grant Avenue Parkway District); Z-11-2021-Corrected)

Council Bill 2021-256. General Ordinance 6689 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure. Nays: None. Absent: None. Abstain: None.

Intergovernmental Agreement; Ozarks Technical Community College and City of Springfield Fire Department	Sponsor: Hardinger. Council Bill 2021-257. A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Ozarks Technical Community College for the provision of professional equivalency credit for eligible sworn personnel of the City of Springfield Fire Department. Mayor Pro Tem Simpson recused himself and exited chambers. Council Bill 2021-257. General Ordinance 27588 was approved with the following vote: Ayes: McGull, Schilling, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure. Nays: None. Absent: Simpson. Abstain: None. Mayor Pro Tem Simpson returned to the dais.
Wastewater Service; Mutual Aid Agreement; City of Battlefield	Sponsor: Hosmer. Council Bill 2021-258. A special ordinance authorizing the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the City of Battlefield for the purpose of continuing to provide contract wastewater service to Battlefield. Council Bill 2021-258. General Ordinance 27589 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.
Apply for American Rescue Plan Good Jobs Challenge Grant	The following bills appeared on the agenda under Resolutions. Sponsor: Hosmer. Council Bill 2021-261. A resolution authorizing the City Manager, or his designee, to apply for the American Rescue Plan Good Jobs Challenge Grant from the United States Economic Development Administration in the amount of up to \$17,500,000 to implement projects needed to provide workforce training and connect local citizens with quality jobs. Sally Payne, Director of Workforce Development provided an overview of the proposed. Ms. Payne explained the grant will provide training in healthcare, transportation logistics, and childcare with an entrepreneurial component. The grant is effective until 2027. Ms. Payne noted success is heavily reliant on employer support and training will be provided in sectors necessary to recovery of the economy. Mayor McClure asked for clarification regarding the amount of money provided through the grant. Ms. Payne noted there is no match required and the grant is highly competitive. The grant ceiling is \$25,000,000 and \$17,500,000 is the amount Workforce Development requested. Ms. Payne further noted her enthusiasm as the EDA does not usually fund job training.

Councilwoman Romine asked for clarification regarding special provisions for coronavirus vaccine requirements and sustainable employment. Ms. Payne noted vaccine requirements are not addressed in the grant at this time, and given the regional partners involved, they feel it will not be a concern. She also noted, Workforce Development was mindful to choose sectors where there are shortages or need for employees. Councilwoman Romine inquired about the career path requirement, the City's need for the planning phase of the grant, and development of a high wage workforce which includes under serviced populations. Ms. Payne explained there is an upward career path element to the grant. The grant will encourage inclusion of counties in high poverty areas and Workforce Development will not utilize the planning phase but go directly to implementation of the grant. Ms. Payne further noted employer partnerships will be key to development of high wage employment. She will work closely with the regional office to be competitive. Ms. Payne explained there is no cost to the City and Workforce Development will be mindful of the points system when applying to maximize points awarded.

Councilman Lear expressed his enthusiasm for the grant and his belief it is a duty to our taxpayers to apply for federal dollars when available. Councilman Lear noted the need for workforce training and expressed his thanks to Ms. Payne and her department for their work.

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

Council Bill 2021-261. Resolution 10601 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

Mobility Study

Sponsor: McClure. Council Bill 2021-262.

A resolution authorizing Councilman Richard Ollis to participate in a mobility study tour hosted by LaneShift, LLC, in Austin, Texas from November 15, 2021, through November 19, 2021.

Rhonda Lewsader, City Attorney gave an overview of the proposed. The bill originally was approved for Councilman Ollis to attend in New York City, New York in 2019. This study was cancelled due to COVID-19. The study tour was rescheduled for November 15 through November 19, 2021 in Austin, Texas. Under the City Charter, a council member may only be reimbursed for expenses if pre-approved by Council.

Councilman Hosmer asked for clarification regarding the cost to taxpayers. Councilman Hosmer noted his concern with approving a study tour without knowledge of cost or expenses previously incurred by Council. He further noted this action could create a violation of city code. Ms. Lewsader read a portion of the code that stated council members cannot be reimbursed above \$2400 per year for qualifying expenses. Councilman Hosmer explained he has not previously received expense information which would be necessary for a vote. Ms. Lewsader noted the trip has not occurred, so no expenses have been incurred to date. She further noted, a motion

could be made to amend the Resolution to state no more than \$2400 can be reimbursed for the trip dependent upon any previous reimbursement that had been received.

Jason Gage, City Manager explained there was an accounting expense information report generated and provided previously. He will review what was provided to council to ensure it was the information requested.

Councilman McGull noted the code mentioned addressed reimbursement for a councilmember but did not address sending a council member on a trip. Ms. Lewsader noted the City does not prepay expenses. She explained in City Charter Article 2, Section 2.3, Subsection 1, Council shall receive no salary, but shall be reimbursed for any necessary expenses incurred in connection with their duties as provided by ordinance or resolution of the Council prior to incurring such expenses.

Councilman Lear asked for clarification regarding pre-payment versus reimbursement. Mr. Gage noted conference costs are commonly prepaid, but reimbursement is generally mileage and meals. He stated this section of the code will be reviewed by the Law Department.

Mayor Pro Tem Simpson expressed there is value in attending a study. Mayor Pro Tem Simpson noted he would support this study.

Councilman Ollis noted the trip appears to have become controversial. Mr. Ollis expressed his hope the study would be viewed as positive for the City and wished to go in service to the community. He expressed his opinion the City should review policy regarding sending councilmembers to gain information. Councilman Ollis expressed his appreciation for the attention given to the trip thus far and requested sponsorship be withdrawn. Mayor McClure withdrew his sponsorship of the proposed.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The following bill appeared on the agenda under Grants.

**Missouri
Department of
Health and Senior
Services Covid-19
and Adult
Supplemental
grant funds**

Sponsor: Hosmer. Council Bill 2021-263.

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with the Missouri Department of Health and Senior Services for the purpose of accepting additional COVID-19 and Adult Vaccination Supplemental grant funds in the amount of \$331,225 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2021-2022 budget in the amount of \$331,225 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Katie Towns, Director of Health gave an overview of the proposed. Ms. Towns noted the funds are an ongoing contract with the state to provide funds to promote and

administer COVID-19 vaccines in the community. The funds would allow for expansion and equitable distribution of the vaccine, increase vaccine confidence through outreach, and implement strategies to increase uptake.

Mayor Pro Tem Simpson asked if funds are being utilized for the new vaccination site. Ms. Towns answered affirmatively. She noted the grant will also allow for outreach, booster vaccinations, and first and second doses of the vaccination.

Councilman Lear asked for clarification regarding flu shots being available at the site. Ms. Towns noted flu vaccination availability is being evaluated.

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

Council Bill 2021-263. Ordinance 27590 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: Romine. Absent: None. Abstain: None.

AMENDED BILLS

PUBLIC HEARING

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

Expansion of Service for Wrap Around Care Program

Sponsor: McGull. Council Bill 2021-264

A special ordinance amending the Park Board's Fiscal Year 2021-2022 Operating Budget in the amount of \$294,450 to appropriate the grant funds from the Board of Education for Springfield School District R-12's Expansion of Service for Wrap Around Care Program for youth attending elementary and middle schools, made possible by \$3.4 million in Coronavirus Relief Funds, to be used in and as part of Park Board's SPARC Before and After-School Programs.

Lana Woolsey, Assistant City Attorney gave an overview of the proposed. Ms. Woolsey explained the bill will appropriate grant funds that were offered through the district's before and after school programs. The programs are designed to address learning loss for students that are disproportionately affected by COVID-19.

Councilwoman Romine asked for clarification on transportation issues affecting school aged children. Jason Gage, City Manager noted there is a staffing shortage for transportation. Mr. Gage noted these staffing shortages create challenges across the community.

Councilman McGull expressed it is a great opportunity anytime we can have before and after school programs to enhance learning. Councilman McGull noted he is in support of this bill and asked for Council support as well.

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

**Brownfields
Program
Revolving Loan
Fund Policies and
Procedures**

Sponsor: Ollis. Council Bill 2021-265

A special ordinance amending and restating the Brownfields Program Revolving Loan Fund Policies and Procedures to increase program flexibility and adjust loan terms and conditions to reflect current lending market conditions.

Olivia Huff, Senior City Planner gave an overview of the proposed. She explained the goal of the program is to incentivize environmental cleanup of petroleum and hazardous sites and to provide grants and loans for cleanup or demolition. Ms. Huff noted current challenges are the cost increase of labor, increase in interested borrowers, low interest rates, and time given to comply with federal requirements. She explained the amendment will replace the current interest rate schedule and update language for consistency with the new Economic Vitality Department.

Councilman Schilling asked for clarification regarding how much has been spent to date. Ms. Huff noted they have received 2 million dollars, 1.5 million dollars has been loaned or sub-granted out, and there is currently approximately 1 million dollars available to loan out. Sub-grants can only account for fifty percent of the funds and they are currently looking to make loans. Ms. Huff noted the State and Federal tax credits are now much more difficult to obtain. Councilman Schilling requested to receive information regarding the amount that has been spent to date.

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

**Sale and Delivery
of Taxable Special
Obligation
Refunding Bonds**

Sponsor: Simpson. Council Bill 2021-266.

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Taxable Special Obligation Refunding Bonds, Series 2021A, in a principal amount not to exceed \$3,000,000 for the purpose of providing funds to refund the Refunded Bonds (as defined below); authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Mayor McClure asked for clarification regarding the declaration of emergency language in the bill. He asked if the bill could be amended, in the event the numbers change, without delaying the vote. Rhonda Lewsader, City Attorney answered affirmatively.

David Holtman, Director of Finance gave an overview of the proposed. Mr. Holtman noted this bill will produce an average savings of 19% which totals approximately \$500,000 over the remaining term of the bonds. Mr. Holtman noted that he will be bringing sewer bonds over the next few meetings which will bring additional savings.

Mayor Pro Tem Simpson thanked Mr. Holtman and his department for their work.

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

**School Crossing
Guard Program**

Sponsor: Lear. Council Bill 2021-267.

A special ordinance authorizing the City Manager, or his designee, to amend the Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

Collin Quigley, Deputy City Manager gave an overview of the proposed. Mr. Quigley noted this bill authorizes the City Manager to sign the addendum intergovernmental agreement between the city and the school district for the school crossing guard program. Mr. Quigley further noted there are changes that need to be made regarding crossing locations, indemnity and liability, and cost sharing.

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

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

Appeared

Josephine Grace addressed City Council. Ms. Grace spoke about Directed Energy Weapons. She expressed her belief these weapons are used without citizen consent and contribute to proliferation of crime in Springfield. Ms. Grace cited several examples and asked Council to consider amending City Ordinance 78-257 to prohibit Directed Energy Weapons.

Did Not Appear

Daryl Baker did not appear to address City Council.

Did Not Appear

Phillip Chrosen did not appear to address City Council.

Appeared

Susan Carter addressed City Council. She expressed her concerns involving health freedoms. Ms. Carter noted she would address Resolution 2021-213. Ms. Carter expressed her opinion the narrative that the unvaccinated are fueling the pandemic is false. She cited sources that provided information expressing hospitalizations due to COVID-19 were primarily the fully vaccinated.

Appeared

David Brown addressed City Council. Mr. Brown spoke to Council regarding excessive noise in his downtown neighborhood on Walnut Street. He explained he has recorded decibel levels from his home over the last few months. Normal decibel level for downtown is approximately 60-65. The decibel levels in the evening at his home have been 80 or higher. Mr. Brown explained there have been events that were higher than 90 decibels or one every ten minutes with one every 30 minutes being above 100 decibels. He expressed his opinion the muffler laws in Missouri are vague.

Councilman McGull asked for clarification regarding the time of the recordings. Mr. Brown noted the time of recordings was taken on average from 5:00 p.m. to 3:00 a.m. each night. The heaviest time was between 9:00 p.m. and 10:00 p.m. Motorcycles are predominantly racing from the square. Mr. Brown suggested making South Avenue a one-way street, placing blockades at a certain time at night. Councilman McGull expressed he would like the square closed to traffic at night.

Councilman Schilling noted a picture he received from another citizen showed smoke from the motorcyclists revving their engines. He further noted another tenant had provided a picture with a time stamp of activity at 1:57 a.m.

Mayor Pro Tem Simpson noted the motorcycle group is known to City Council and these groups can be a safety issue due to speed and aggressive driving.

Councilman Ollis thanked Mr. Brown for speaking to Council. Councilman Ollis noted other citizens have voiced their concern with the issue of noise and safety with motorcycle groups in the area. He encouraged the City to look at some engineering to reduce the problems with this issue.

Jason Gage, City Manager noted to legally cite the vehicles, an officer must witness and apprehend the vehicle operator. Police Chief Williams is aware, and the issue is a formal adopted priority of City Council for which strategies will be reviewed.

Councilman Lear asked Mr. Brown the length of time he has lived downtown. Councilman Lear expressed his opinion when you live downtown you accept some level of noise. He further expressed his agreement engineering solutions could alleviate some of the noise and safety issues. Mr. Brown noted he accepts there will be some noise in an urban area but the level of the noise from vehicles has escalated to an unacceptable level.

Councilman Hosmer asked for clarification regarding if the motorcycles in question appeared to be street legal. Mr. Brown noted he believed so but had not looked that close. He added his opinion the noise issues are from cars and motorcycles.

Appeared

Jim Meadows addressed City Council. Mr. Meadows thanked City Council and staff for approaching the last eighteen months with the best interest of the public at heart and with compassion for all citizens. He acknowledged Springfield has overcome many obstacles through the years yet perseveres. Mr. Meadows encouraged City Council to keep up the good work. Mayor McClure thanked Mr. Meadows.

The following items appeared on the agenda under New Business.

Appointed

The City Manager recommends the following reappointment to the Art Museum Board: Matt Edwards, with a term to expire June 1, 2024.

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

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

Tax Increment Financing Advisory Commission

Sponsor: Hardinger. Council Bill 2021-268.

A resolution approving the Mayor's appointment of two members to the Tax Increment Financing Advisory Commission and acknowledging the appointments made by other taxing jurisdictions.

Council Bill 2021-268. Special Ordinance 10602 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

Native Plant Establishment and Enhancement for "Renew Jordan Creek Project"

Sponsor: Schilling. Council Bill 2021-269.

A resolution authorizing the City Manager, or his designee, to apply for state grant funds in the amount of \$30,000 from the Missouri Department of Conservation in order to support native plant establishment and enhancement for the "Renew Jordan Creek" Project and to exercise those powers necessary to obtain such funding.

Council Bill 2021-269. Special Ordinance 10603 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

CONSENT AGENDA SECOND READING BILLS

END OF CONSENT AGENDA

Motion to Adjourn

Councilman McGull moved to Adjourn. Councilwoman Romine seconded the motion, and it was approved by the following vote. Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None. The meeting adjourned at 8:25 p.m.

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 10-12-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL: 2021-264

SPECIAL ORDINANCE: _____

AN ORDINANCE

1 AMENDING the Park Board's Fiscal Year 2021-2022 Operating Budget in the amount
2 of \$294,450 to appropriate the grant funds from the Board of Education for
3 Springfield School District R-12's Expansion of Service for Wrap Around
4 Care Program for youth attending elementary and middle schools, made
5 possible by \$3.4 million in Coronavirus Relief Funds, to be used in and as
6 part of Park Board's SPARC Before and After-School Programs.
7 _____
8

9 WHEREAS, the Board of Education for Springfield School District R-12 ("School
10 District") officially adopted the Expansion of Service for Wrap Around Care ("SHINE")
11 Program for youth attending elementary and middle schools, made possible by \$3.4
12 million in Coronavirus Relief Funds (ESSER II; Elementary and Secondary School
13 Emergency Relief); and
14

15 WHEREAS, the School District has offered to partner with the City of Springfield,
16 Missouri ("City"), by and through the Springfield-Greene County Park Board ("Park
17 Board"), as part of the Park Board's School-Parks are Reaching Communities
18 ("SPARC") Before and After-School Programs by offering grant funds to assist in
19 providing age-appropriate educational activities for school-age children to address
20 learning loss among students disproportionately affected by the coronavirus and school
21 closures, including low-income students, children with disabilities, English Learners,
22 racial and ethnic minorities, students experiencing homelessness, and children and
23 youth in foster care; and
24

25 WHEREAS, the Park Board determined that it is advantageous and in the best
26 interests of the Park Board, its consumers, residents of this region and the City overall,
27 in consideration and support of the SPARC programs that shall benefit from the receipt
28 of these grant funds to participate in School District's Shine Program.
29

30 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
31 SPRINGFIELD, MISSOURI, as follows, that:
32

33 Section 1 – The budget for Fiscal Year 2021-2022 for the Park's Department is

hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 24, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The City Council finds the budget adjustment has been recommended by the Park Board and the City Manager and that the budget adjustment made herein is necessary to appropriate the \$294,450 grant funds previously approved by the Park Board and herein recognized by City Council.

Section 3 – The City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under these grants by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent and to do all things necessary to carry out the intent of the grants.

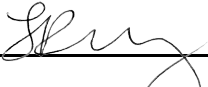
Section 4 – This Ordinance shall be in full force and effect from and after passage.

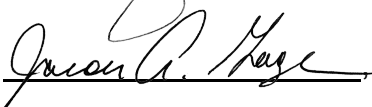
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-264

FILED: 10-12-21

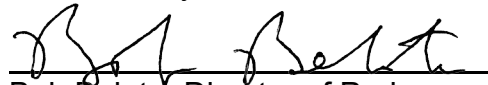
ORIGINATING DEPARTMENT: Parks

PURPOSE: Amending the Park Board's Fiscal Year 2021-2022 Operating Budget in the amount of \$294,450 to appropriate the grant funds from the Board of Education for Springfield School District R-12's Expansion of Service for Wrap Around Care Program for youth attending elementary and middle schools, made possible by \$3.4 million in Coronavirus Relief Funds (ESSER II; Elementary and Secondary School Emergency Relief), to be used in and as part of Park Board's School-Parks Are Reaching Communities Before and After-School Programs.

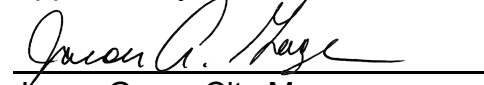
BACKGROUND INFORMATION: On June 22, 2021 the School District officially adopted the SHINE Program, the purpose of which is to provide age-appropriate educational activities for elementary and middle school-age children to address learning loss among students disproportionately affected by the coronavirus and school closures, including low-income students, children with disabilities, English Learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care. The School District reached out to Park Board's Before and After-School-Park Programs Section for participation in this Program. The financial support for this program is made possible by \$3.4 million in Coronavirus Relief Funds (ESSER II; Elementary and Secondary School Emergency Relief) allocated through the School District's SHINE Fund. Any student may attend SHINE, both before and after school, and Students who qualify for free/reduced meals may receive scholarships through the Springfield Public School's SHINE Fund allowing them to access academic support free of charge, either before or after school, depending on the site. Park Board's School-Parks will hire part-time Academic Coordinators, funded by the SHINE partnership, that will work directly with SPARC program leaders and students to bring academic enrichment opportunities in non-traditional disguised learning environments. SPARC school sites will include: Carver Middle School, Cherokee Middle School, Harrison Elementary, Pipkin Middle School (Before-School only), Truman Elementary, Watkins Elementary, Westport Elementary and Wilson's Creek Elementary. The School District will provide funding for these programs for a total of up to \$294,450. The term of the Program and the associated Agreement will be for a period of one year and may be renewed for two additional one-year periods.

REMARKS: The Park Board reviewed and approved the application for and acceptance of these Grant Funds at its August 13, 2021 Board Meeting, as referenced in the attached Park Board Resolution, a copy of which is attached hereto and incorporated herein by reference as "Attachment 1." The Park Board respectfully recommends and requests approval of this budget adjustment.

Submitted by:


Bob Belote, Director of Parks

Approved by:


Jason Gage, City Manager

RESOLUTION AUTHORIZING PARK BOARD TO CONTRACT WITH R-12 SCHOOL DISTRICT FOR PARTICIPATION IN SCHOOL DISTRICT'S SHINE PROGRAM; AND ACCEPTANCE OF UP TO \$294,450.00 IN GRANT FUNDS AS PART OF THIS PROGRAM, TO BE USED IN AND AS PART OF PARK BOARD'S SPARC BEFORE AND AFTER-SCHOOL PROGRAMS; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS IN CONNECTION WITH THE PROGRAM.

WHEREAS, the Board of Education for Springfield School District R-12 ("School District") officially adopted the Expansion of Service for Wrap Around Care (SHINE) Program for youth attending elementary and middle schools, made possible by \$3.4 million in Coronavirus Relief Funds (ESSER II; Elementary and Secondary School Emergency Relief).

WHEREAS, the School District has offered to partner with the City of Springfield, Missouri ("City"), by and through the Springfield-Greene County Park Board ("Park Board"), as part of the Park Board's School-Parks are Reaching Communities (SPARC) Before and After-School Programs by offering grant funds to assist in providing age-appropriate educational activities for school-age children to address learning loss among students disproportionately affected by the coronavirus and school closures, including low-income students, children with disabilities, English Learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.

WHEREAS, the Park Board finds and determines that it is advantageous and in the best interests of the Park Board, its consumers, residents of this region and the City overall, in consideration and support of the SPARC programs that shall benefit from the receipt of the grant funds and through participation in School District's Shine Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SPRINGFIELD, MISSOURI, BY AND THROUGH THE SPRINGFIELD-GREENE COUNTY PARK BOARD:

Section 1. Approval to Contract with School District and Accept Grant Funds. The City of Springfield, Missouri, by and through the Springfield-Greene County Park Board (Park Board) hereby approves the Park Board entering into a Contract with the Board of Education for Springfield School District R-12 ("School District"), substantially similar in form as attached "Exhibit A", which is incorporated herein by reference as if fully set-out, for participation in School District's Expansion of Service for Wrap Around Care (SHINE) Program, and acceptance of Grant funds up to \$294,450.00, with said funds to be used to assist in providing age-appropriate educational activities for school-age children to address learning loss among students disproportionately affected by the coronavirus and school closures, including low-income students, children with disabilities, English Learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.

Section 2. Further Authority. The officers, agents and employees of the Park Board, shall be and hereby are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the acceptance of said Grant funds, with their signatures as evidence....

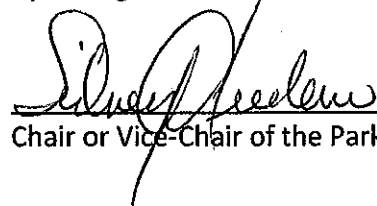
Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its execution by the Park Board.

Approved and adopted by the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board on the 13th day of August 2021.

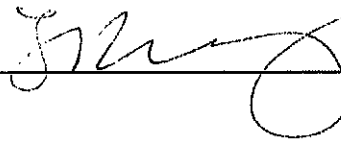
ATTEST:



Vice-Chair or Secretary of the Park Board


Chair or Vice-Chair of the Park Board

Approved as to form by:



Assistant City Attorney

AGREEMENT

Between Springfield-Greene County Park Board and The Board of Education for the School District of Springfield, R-12

(Wrap Around Services Expansion)

(School Year 2021-2022)

This Agreement is entered on the ____ day of _____, 2021 ("Effective Date"), by and between the City of Springfield, MO, by and through the Springfield-Greene County Park Board ("Park Board"), and the Board of Education for the School District of Springfield, R-12 ("District"). The Agreement is effective on the date of the last signature by the authorized officials of the two parties.

1. **District** – The District is an urban public school district and a political subdivision of the State of Missouri which is governed by its Board of Education ("Board"). District's administrative offices are located at 1359 E. St. Louis Street, Springfield, MO 65802.
2. **Park Board** – Park Board runs and manages the School Parks Are Reaching Communities ("SPARC") Program and is authorized to do business in the State of Missouri and has all appropriate professional licenses and certifications which are required to perform the duties and responsibilities described in this Agreement. The offices of SPARC are located at 300 East Harrison Street, Springfield, Missouri, 65802.
3. **Program** – The program to be provided pursuant to this Agreement ("Program") is set forth on "Attachment A" and incorporated into this Agreement by reference. The terms of this Agreement shall control the interpretation and responsibilities of the Parties in the event there is a conflict between the terms set out on Attachment A and the body of this Agreement.
4. **Relationship of the Parties.**
 - 4.1 **Independent Contractor** – In the performance of all services covered by this Agreement, District and the Park Board shall remain independent entities and be deemed to be and shall be an independent contractor of the other.
 - 4.2 **No Agency** – In the performance of the Program referenced in this Agreement, neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other unless specifically set forth in this Agreement or as otherwise approved by the District's Board and the Park Board and thereafter authorized in writing by the Parties.
5. **Employees of Park Board and District** – The Parties shall provide services as a part of the Program as more fully defined in this Agreement and Attachment A, which is incorporated herein by reference during the term of this Agreement:

5.1 Not Employees – No agent, employee, student or servant of the Park Board or District shall be an agent, employee, student or servant of the other party while participating in activities pursuant to this Agreement. Park Board's employees shall not be entitled to receive wages from the District or participate in any plans or benefits of employment with District, including but not limited to any pension, insurance plan or similar benefit plans that the District provides to, or makes available to its employees. District's employees shall not be entitled to receive wages from the Park Board or participate in any plans or benefits of employment with the Park Board, including but not limited to any pension, insurance plan or similar benefit plans that the Park Board provides to, or makes available to its employees.

5.2 Wages, Benefits, Taxes, Insurance – Park Board and District shall be solely responsible for the payment of all wages, contributions, benefits, assessments and taxes earned by their respective employees and shall maintain workers' compensation insurance for each of their respective employees who are engaged by it on the Program to the extent required by law.

5.3 Observance of District's and Park Board's Policies and Procedures – The Parties shall take reasonable steps to ensure that each of its employees who perform services pursuant to the Program complies with the District's and the Park Board's respective policies.

5.4 Background Checks – Park Board shall ensure that all individuals working with District's students in the Program have undergone a criminal background and a child safety registry check and the results of which are deemed satisfactory by District. No employee of either Party shall perform services for the Program, in or around District's students, unless and until their background check is completed and the results have been received.

6. Term – The Term of the Program and this Agreement shall be as follows: The Initial Term of this Program and this Agreement shall be effective on the date of the last signature by the authorized representatives of the two parties ("Effective Date") and shall terminate on June 30, 2022. This Agreement may be renewed by the parties for two (2) additional one-year periods with the written agreement of both parties. The Renewal Term shall commence on July 1 and end on June 30 of the following calendar year. This Agreement (or the Renewal Term) may be terminated at any time by either party by giving at least thirty (30) days written notice to the other party. Notwithstanding, this Agreement shall terminate at the end of its Initial Term or the Renewal Term, absent the mutual agreement of the parties to renew the Agreement.

7. Compliance With State And Federal Law and District and Park Board Policies – During the Term of this Agreement, Park Board and District shall comply with all applicable Federal, State and local laws, statutes, regulations and guidelines, the Constitutions of the United States and Missouri, and the District's and Park Board's policies.

8. Non-Discrimination - The parties agree in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, sexual orientation or preference, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, or based on any other classification protected by applicable Federal, State or Local statutes, regulations, ordinances, guideline or policies, against any employee of each respective party or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder, if

any. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. **The parties and all subcontractors, if any, shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

b. **The parties and all subcontractors, if any, shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

9. **Compliance with FERPA** – The Parties shall maintain confidentiality concerning personally identifiable information about District’s students who are involved in the Program as required by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.* and its regulations, 34 C.F.R. Part 99 (“FERPA”) and Section 167.020.7 RSMo. With respect to District’s students, Park Board shall also comply in all respects with the requirements of FERPA and cooperate with the District to ensure that the FERPA rights of each student, parent or eligible student who is provided services pursuant to the Program are observed.

9.1 **Access to Personally Identifiable Information** –The Parties and their respective employees shall refrain from accessing personally identifiable information regarding any District student, unless the student is a participant in Program’s activities.

9.2 **Use of Personally Identifiable Information** –The Parties agrees that any personally identifiable information regarding District’s students which is disclosed by the District to the Park Board shall be used solely for the purposes of the Program as required by 34 C.F.R. § 99.33(a)(2).

9.3 **Redisclosure of Personally Identifiable Information** – The Park Board agrees that it will not redisclose any personally identifiable information regarding District’s Students which is disclosed by the District to the Park Board without the prior consent of the parent or eligible student as required by 34 C.F.R. § 99.33(a)(1) or as otherwise permitted or required by law.

9.4 **Consent of Parent or Eligible Student** – If required by the District, the Park Board shall secure a written FERPA consent from the parent, guardian or eligible student of any District **student involved in the Program.**

10. **Program Fees.** Park Board will charge a fee per participant, to be paid by participants to Park Board, and such proceeds shall be retained by and belong to Park Board.

11. **Immunities and Liabilities** – Without waiving or limiting any sovereign immunity or other protection rights and/or defenses of either Party, and notwithstanding any provision in this Agreement to the contrary, each Party shall be responsible for any and all liability imposed by law, on its respective employees, agencies and institutions, arising from any and all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, relating to or arising out of the negligent acts, actions or

inactions of that party's respective employees, agents or volunteers. The Parties agree that each Party, as public entities and political subdivisions of the State of Missouri, is entitled to protection for certain causes of action by the Missouri Sovereign Immunity statute, Section 537.600 *et seq.* and its employees are protected by governmental immunity, official immunity and the Coverdale Act, and nothing in this Agreement shall constitute a limitation, restriction, nullification or waiver of either Party's, or their respective employees' rights to assert complete immunity from liability pursuant to those immunities. Nor shall either party be required by this Agreement to purchase and carry insurance of any type which could constitute a limitation, restriction, nullification or waiver of such immunities, rights and/or defenses.

12. **Notices and Designated Representatives** – Any notices required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed to the party representatives identified below and at the addresses set forth below, or to their designees or successors at such other addresses as may be given from time to time in accordance with the terms of this notice provision:

District's Representative:

John Mulford
Deputy Superintendent-Operations
School District of Springfield, R-12
1359 E. St. Louis Street
Springfield, MO 65802

And a copy to:

Brandi Cryer
Contract Coordinator
contracts@spsmail.org
School District of Springfield, R-12
1359 East St. Louis Street
Springfield, MO 65802

Park Board's Representative:

Bob Belote, Director of Parks
Springfield-Greene County Park Board
1923 N Weller Ave
Springfield MO 65803

And a copy to:

Diana Ellison, Community Recreation Administrator
SPARC Administration Offices
300 E Harrison
Springfield MO 65806

13. **Miscellaneous.**

13.1 **Entire Agreement** – This Agreement constitutes the entire and only agreement between the parties relating to the Program, and all prior negotiations, representations, agreements and understandings are superseded hereby with relationship to the Program. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

13.2 **Governing Law and Venue** – This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Missouri and venue shall be proper only in the Circuit Court of Greene County, Missouri.

13.3 **Authority To Execute Agreement** – The undersigned certify that prior to signing this Agreement, each has authorization from his/her respective governing body to sign this Agreement on its behalf.

13.4 **Authorized Employees** – The Parties acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an

unauthorized alien to perform work within the state of Missouri. The Parties therefore covenant that they, respectively, are not knowingly in violation of Subsection 1 of Section 285.530 RSMo, and that they will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that their respective employees are lawfully eligible to work in the United States.

13.5 Conflicts – No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Licensee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. Licensee further covenants that in the performance of this contract no person having such interest shall be employed.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year indicated by each signature below.

**BOARD OF EDUCATION FOR THE
SCHOOL DISTRICT OF
SPRINGFIELD R-12/DISTRICT**

**CITY OF SPRINGFIELD, MO, BY & THROUGH
THE SPRINGFIELD-GREENE COUNTY
PARK BOARD/PARK BOARD**

By: _____
John Mulford
Deputy Superintendent-Operations

By: _____
Director of Parks or Assistant Director

Date: _____, 2021

Date: _____, 2021

Approved as to form: , City Attorney or Assistant City Attorney

ATTACHMENT A

Program Description

The Park Board provides the School Age Services before and after school within District facilities ("Program"). The District desires to provide additional supports to the Program in order to provide age-appropriate educational activities for school-age children to address learning loss among students disproportionately affected by the coronavirus and school closures, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.

1. **Funding for Program/Compliance.** It is understood that the funding for this Program may be drawn from District resources or from Federal Grant Programs such as the Elementary and Secondary School Emergency Relief Fund (ESSER II), which was authorized by the Coronavirus Aid, Recovery and Economic Security (CARES) Act, Public Law 116-260 enacted on December 27, 2020, at the discretion of the District. If the District elects to use funding from ESSER II, CARES or other Federal or State grant funding for any portion of the Program.

A. The Parties agree that they will fully comply with all applicable Federal or State statutes or regulations governing the use of such funds.

B. Park Board agrees that it will fully cooperate with the District to make and maintain all records, provide data concerning the Program and other information that is required by the District or any external funding source as a condition of receiving such funds.

2. **Park Board's Responsibilities.**

A. Park Board shall provide age-appropriate educational activities for school-age children consistent with the District's requirements and the provisions of any applicable State or Federal grants. Park Board shall perform the Program activities in District's facilities, which shall be appropriate for such purposes.

B. While using District facilities for the School Age Services, Park Board shall:

- 1) The City of Springfield, MO ("City"), and thus the Springfield-Greene County Park Board as an Administrative Board of the City ("Park Board"), is self-insured for its \$250,000 deductible per covered loss under the excess liability coverage the City purchases from State's Self-Insurers Risk Retention Group, Inc. The Public Entity Excess Liability Insurance Policy provides \$15,000,000 in excess public entity liability coverage. The City maintains a self-insured fund that pays all deductibles for the Park Board for covered losses.
- 2) Not use or permit the use of the District's facilities for any unlawful purpose, for any purpose other than that required for the School Age Services or any purpose which is contrary to the Policies of the Board or District;
- 3) Be responsible for full reimbursement to the District for any damages to District property which occur while the property is being used for the Program, including but

not limited to the building and any equipment contained therein (e.g., televisions, dvd players, monitors, computers, etc);

- 4) Be responsible for employing the Directors for the Program and for providing each with a written job description. The Directors shall be provided with keys and swipe cards for entering and exiting the buildings. It shall be the responsibility of the Park Board and the Director at each building to open and lock the building upon entering and leaving the building; and
- 5) Keep the premises in a neat and orderly condition and leave the premises at the end of each session in a condition that is acceptable to the District. Park Board staff shall dry mop the indoor Program Areas and remove the trash before leaving the premises each day.

C. Park Board shall be responsible for the general oversight of the Services and the Program.

D. Park Board shall be responsible for hiring/terminating all Program employees; setting employee wages, hours and other terms and conditions of employment for such employees; establishing employee benefits; paying employees and withholding appropriate sums for State and Federal employment taxes; and complying with all Federal and State of Missouri statutes and regulations governing employment of workers.

E. Park Board shall be responsible for the recruitment and selection of Program participants.

F. Park Board shall be responsible for providing the District with quarterly enrollment reports including the total number of students served who qualify for free or reduced lunch ("FRL Student").

G. Park Board shall be responsible for incorporating academic time into their daily schedule with age-appropriate learning activities.

H. Park Board shall be responsible for employing and training staff to implement the academic component of the program.

I. Park Board shall be responsible for purchasing and utilizing district-approved learning resources with students during daily academic time.

J. Park Board shall provide an itemized invoice to the District for reimbursement of expenses as stated in this Agreement.

3. District Responsibilities.

A. The District shall provide funding for the Program consistent with State and Federal statutes and regulations.

B. The District shall be responsible for preparing all reports or other information required by State or Federal statutes and regulations and the funding source.

C. The District shall provide suitable premises in which to conduct the Program described herein.

4. **Funding Amounts.** Allocation of estimated total funds of up to \$294,450.00 for the 2021-2022 school year shall be paid to the Park Board as follows:

A. Ten Thousand Dollars (\$10,000.00) for each Academic Coordinator Staff member, up to ten (10) staff members, but no more than One Hundred Thousand Dollars (\$100,000.00). Fifty Percent (50%) of the maximum amount shall be paid to the Park Board with invoice prior to the start of the Program. Park Board shall assess the Program in December 2021 and shall provide an invoice for the actual amount of funding for Academic Coordinator Staff, less the amount paid prior to the start of the Program for Academic Coordinator Staff as outlined in this Agreement.

B. Thirty Dollars (\$30.00) per student for Academic Resources, up to Three Hundred Fifteen (315) students, but no more than Nine Thousand Four Hundred Fifty Dollars (\$9,450.00). Fifty Percent (50%) of this amount shall be paid to the Park Board with invoice prior to the start of the Program. Park Board shall assess the program in December 2021 and shall provide an invoice for the actual amount of funding for Academic Resources, less the amount paid prior to the start of the Program for Academic Resources as outlined in this Agreement.

C. One Thousand Dollar (\$1,000.00) scholarships for each FRL Student enrolled in the Program, up to One Hundred Sixty (160) FRL Students, but no more than One Hundred Sixty Thousand Dollars (\$160,000.00). Thirty Percent (30%) of the maximum amount shall be paid to the Park Board with invoice prior to the start of the Program. Park Board shall assess the program in December 2021 and shall provide an invoice for Forty-Eight Thousand Hundred Dollars (\$48,000.00). Park Board shall assess the Program in March 2022 and shall provide an invoice for the actual amount of funding for FRL Student scholarships, less the amounts previously paid by the District for FRL Student scholarships as outlined in this Agreement.

D. Scholarships for students of families experiencing hardships ("Hardship Students"), exclusive of FRL Students, will be provided, upon approval by the District, in amounts not to exceed One Thousand Dollars (\$1,000.00) per student per year, up to Twenty-Five (25) Hardship Students, but no more than Twenty-Five Thousand Dollars (\$25,000.00). The Park Board shall provide an invoice of approved students who are admitted to the Program.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
024

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20520	16	82590	416010	103024	00000	\$ 294,450	Federal Grant Revenue
Net Revenue Adjustment						\$ 294,450	

Expenditures:

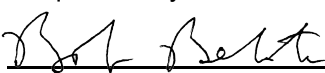
Fund	Dept	Org	Account	P&G	Location	Amount	Description
20520	16	82590	500130	103024	00000	\$ 253,455	Temporary Wages
20520	16	82590	500250	103024	00000	20,995	Fica Contribution
20520	16	82590	501260	103024	00000	20,000	Operating Supplies
Net Expenditure Adjustment						\$ 294,450	

Fund Balance Appropriation:

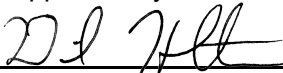
Fund	Title	Amount

Explanation: To amend the FY2021-2022 budget by appropriating \$294,450 in grant funds from the federal Elementary and Secondary School Emergency Relief Fund.

Requested By:

 10/12/21
Department Head Date

Approved By:

 10/12/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-264
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 10-12-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL: 2021-265

SPECIAL ORDINANCE: _____

AN ORDINANCE

1 AMENDING and restating the Brownfields Program Revolving Loan Fund Policies and
2 Procedures to increase program flexibility and adjust loan terms and
3 conditions to reflect current lending market conditions.
4
5

6 WHEREAS, City Council authorized and established the Brownfields Program
7 Revolving Loan Fund ("BRLF") Policies and Procedures in January 2009 through
8 Special Ordinance 25541, and subsequently restated and amended the BRLF Policies
9 and Procedures in August 2015 through Special Ordinance 26603; and
10

11 WHEREAS, the BRLF is funded by grants from the United States Environmental
12 Protection Agency for the purpose of providing environmental cleanup loans to for-profit
13 entities and funding grants to nonprofits; and
14

15 WHEREAS, the BRLF is not being utilized to its fullest extent because the
16 political climate for tax credits is not as favorable as it was in the past, and because
17 environmental clean-up costs remain a costly barrier to putting contaminated properties
18 back into productive reuse in the City of Springfield; and
19

20 WHEREAS, nearly \$1 million is currently available for cleanup loans, and the City
21 desires to make the BRLF more attractive to borrowers by reducing interest rates for
22 longer term loans of up to 15 years to facilitate clean-up of additional properties and to
23 demonstrate the success of the program to receive additional future federal funding.
24

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

28 Section 1 – The City of Springfield, Missouri, hereby adopts the Amended and
29 Restated Policies and Procedures for the BRLF, which is attached hereto as "Exhibit A"
30 and incorporated herein by this reference, to govern the practices, procedures, policies,
31 and prudent lending practices of the BRLF.
32

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

35
36 Passed at meeting: _____

37
38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form: Jill Bunnis, Assistant City Attorney

47
48
49 Approved for Council action: Jason A. Hage, City Manager
50

EXPLANATION TO COUNCIL BILL 2021-265

FILED 10-12-21

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To amend and restate the Brownfields Program Revolving Loan Fund Policies and Procedures to increase program flexibility and adjust loan terms and conditions to reflect current lending market conditions.

BACKGROUND INFORMATION: The Brownfields Program Revolving Loan Fund (BRLF) was established in January 2009 through a \$1 million United States Environmental Protection Agency (EPA) grant. The City has subsequently received over \$1 million in supplemental funds from the EPA. The funds may be used to fund environmental cleanup loans to for-profit entities and to fund grants to nonprofits. To date, two loans and seven subgrants have been made. However, staff has worked with numerous potential qualified borrowers who, after going through the application process and learning the policies and regulations, decided not to use the program. At inception, the program was designed to work in concert with State Brownfields Tax Credits which could be used to pay back loans. The political climate for tax credits is not as favorable now as it was in the past and environmental clean-up costs remain a costly barrier to putting contaminated properties back into productive reuse in our community. Currently, nearly \$1 million is available for cleanup loans.

In 2015, City Council by Special Ordinance No. 26603 amended the BRLF to reduce the interest rate for the program from 3-6% interest to 2-3% interest for loan terms of 5-15 years. (Under both the current and previous loan program rules, loans for 5 years or less could be made at 0% interest.)

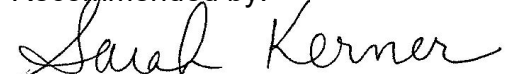
The proposed amendment and restatement of the program documents provides greater flexibility for the Brownfields Committee to approve 0% interest for longer term loans (up to 15 years). The purpose of this amendment is to facilitate clean-up of additional properties as well as demonstrate the success of the program in order to receive additional future federal funding.

REMARKS: Staff recommends approval.

Submitted by:


Olivia Hough, Senior Planner

Recommended by:


Sarah Kerner, Economic Development
Director

Approved by:


Jason Gage, City Manager

EXHIBIT A

City of Springfield, Missouri
Brownfields Program

REVOLVING LOAN FUND

Amended and Restated Policies and Procedures

Special Ordinance No. _____
October 2021

Special Ordinance No. 26603
August 10, 2015

For information, please contact:
Economic Vitality Department
840 Boonville Ave. 2nd Floor
Springfield, MO 65801
417-864-1031
www.springfieldmogov.org/brownfields

FORWARD

The Springfield Brownfields Revolving Loan Fund (RLF), administered by the Springfield Department of Planning and Development through the Brownfields Committee, provides loans and subgrants for environmental cleanup of brownfields property.

In October 2007, the City of Springfield was awarded a grant from EPA for \$1,000,000 to establish a Revolving Loan Fund. Since this original grant, the City has applied for and received various grants to supplement this program. The purpose of the RLF is to provide loans to public and private property owners and sub-grants for eligible organizations to facilitate environmental cleanup. The RLF expanded the Brownfields Program that has been operating since 1999 providing environmental assessments for both public and private property to help incentivize redevelopment.

This document contains the RLF policies and procedures that have been adopted by the City Council on January 26, 2009 as well as 2015 program amendments aimed at enhancing the marketability of the loans and to govern the RLF program. For further information, please contact the Brownfields Coordinator in the **Economic Vitality Department, at (417) 864-1037.**

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CHAPTER I

DESCRIPTION OF THE CITY OF SPRINGFIELD REVOLVING LOAN FUND

1. Introduction and Purpose

The Brownfields Revolving Loan Fund (RLF) is designed to provide financial assistance as an economic incentive to encourage eligible entities to clean up environmental contamination on brownfields sites within the city limits of Springfield. The fund is primarily focused on providing low interest loans. Under special circumstances, grants may be awarded to eligible non-profits.

The purpose of this Policy and Procedures document is to provide a system for uniform administration of the RLF program by the Brownfields Committee.

2. Mission and Policy Statement

The City of Springfield is a municipal corporation under the laws of the State of Missouri. The mission statement of the Brownfields Revolving Loan Fund is:

The Brownfields Revolving Loan Fund is a financial tool to assist and encourage environmental cleanup and sustainable reuse of brownfields property within the city of Springfield thus improving the quality of life for the community.

3. Definitions

When used in context with the Brownfields Revolving Loan Fund (RLF) the following definitions shall apply:

APPLICANT: any individual, firm, corporation, association or partnership including non-for-profit organizations, desiring to obtain financial assistance under the RLF by providing the appropriate information and by executing loan documents as required.

ARBITRATION: a hearing and determination of a case in controversy by a person chosen by the parties or under statutory authority.

BORROWER: an eligible loan applicant entering into an agreement with the City of Springfield to borrow RLF funds for environmental cleanup.

BROWNFIELDS: "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant." - Public Law 107-118 (H.R. 2869) - "Small Business Liability Relief and Brownfields Revitalization Act", January 11, 2002.

BROWNFIELDS COMMITTEE: is the committee appointed by the **Director of Economic Vitality** charged with administering the RLF in accordance with the Policies and Procedures contained within this document.

BROWNFIELDS COORDINATOR: the staff person assigned to the daily oversight and administration of the Brownfields Program including all EPA grants, environmental assessments and the RLF program.

CITY: the City of Springfield, Missouri, a Municipal Corporation.

CONTRACTOR: the environmental consultant retained to perform environmental remediation including cleanup of the contaminated site.

ECONOMIC DEVELOPMENT: the acquisition, construction, reconstruction, or installation of commercial, industrial or residential buildings, structures, and other real property improvements which are directed to and may result in the creation or retention of jobs.

ELIGIBLE ENTITY: any entity determined to be eligible for either an RLF loan or subgrant based on the criteria contained within this document and as defined by the EPA RLF Administrative Manual.

ELIGIBLE AND ALLOWABLE COSTS: the costs that are eligible uses of the RLF loan or subgrant as described within this document and as defined by the EPA RLF Administrative Manual.

EPA: the United States Environmental Protection Agency.

EPA PROJECT OFFICER: the EPA staff person assigned to oversee the Springfield, Missouri RLF.

FUND MANAGER: the person responsible for the financial management of the RLF. The fund manager assists the City in carrying out its responsibilities on a site-specific basis, and works on behalf of the City.

GAP FINANCING: the difference between the amount of financing provided by a lending institution and the amount of financing provided by the Owner.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY (LCRA): that public body corporate and politic created by or pursuant to section 99.330, RSMo. headed by a Board of Commissioners appointed by the City Council.

LOAN: the financial transaction between the borrower and the lender (City of Springfield) whereby the two parties enter into an agreement for the lender to provide temporary financing to the borrower for the project to be repaid per the Terms and Conditions of the agreement.

MDNR : the Missouri Department of Natural Resources

MBVCP: the Missouri Brownfields Voluntary Cleanup Program

OWNER: the person or persons named on the recorded property deed; or owner of record.

PLANS AND SPECIFICATIONS: a description of the construction to be performed which is acceptable to the Loan Committee. This generally will be staff work write-up or architectural plans.

PROJECT AREA: a designated area or district approved by the City Council that is eligible to receive business assistance.

PROJECT: a business property which is being assisted under the Brownfields RLF.

SUBGRANT: the financing (grant) awarded to the subgrantee by the City of Springfield through the EPA funded Brownfields RLF Program for the project per the Terms and Conditions of the subgrant agreement.

SUBGRANTEE: the eligible entity that is the recipient of an EPA funded RLF subgrant awarded by the City of Springfield per the Terms and Conditions of the subgrant agreement.

4. Confidentiality and Conflicts of Interest

Personal and business financial information will be held in confidence to be reviewed only by the Brownfields Committee and City Attorney's Office for use exclusively in the evaluation of the RLF application. EPA staff shall also review this information when requested.

No person who is an employee, agent, consultant, officer or elected official or appointed official of the City of Springfield or the LCRA who exercises or has exercised any functions or responsibilities with respect to activities assisted under this program or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from such activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

CHAPTER II ELIGIBILITY

The City of Springfield will only provide loans and subgrants to eligible borrowers and subgrantees for sites with eligible and allowable cleanup activities as described in this chapter. In addition to the eligibility described in this document, recipients must meet and will be reviewed based on the EPA criteria for eligible use of funds.

1. Eligible Applicants

Eligible borrowers can be any public or private entity with control over or access to a brownfields site. Eligible subgrantees are limited to political subdivisions and non-profit organizations that own the site they intend to clean up. Applicants must not be suspended, debarred or otherwise declared ineligible from receiving federal funds. Documentation must be placed in the project file if the property was obtained by involuntary means.

Prior to funding approval, all eligible applicants will be evaluated based on additional criteria specified within the application documents and must meet Brownfields Committee approval for eligibility. Borrowers and subgrantees must assert:

1. Bona fide prospective purchaser (BFPP),
2. Contiguous property owners (CPO), or
3. Innocent landowners (ILO) who have performed "all appropriate inquiry" as found in CERCLA 101 (35) (B), on or before acquiring the property and are not liable for cleanup cost.
4. Proof that they performed "all appropriate inquiry" into the property prior to obtaining it and meet all other CERCLA liability exemptions/defense requirements.

A. Subgrantee Eligibility Restrictions

In addition to the restrictions identified above, the following must be taken into consideration and documented for the extent to which a subgrant will:

1. Facilitate the creation or preservation of greenspace (e.g. a park, recreation area);
2. Benefit the needs of low income communities who have limited sources of funding for environmental remediation and redevelopment;
3. Facilitate the use of existing infrastructure; and
4. Promote the long-term availability of RLF funds.
5. The subgrant recipient must retain ownership of the site until the cleanup is completed and throughout the period of performance of the subgrant, as defined in the subgrant agreement.

2. Ineligible Applicants

1. Borrowers and subgrantees potentially liable under CERCLA
2. Applicants that are potentially liable, or affiliated with any other person that is potentially liable, for cleanup cost through: (a) any direct or indirect familial relationship, or (b) any contractual, corporate, or financial relationships;
3. A recognized business entity that was potentially liable;
4. Anyone otherwise liable under CERCLA 107 (a) as a prior owner/operator or generator or transporter of hazardous substances to the facility.
5. An entity that is currently suspended, debarred from receiving federal funding, or otherwise declared ineligible.

3. Eligible Sites

The RLF can be used for cleanup on eligible brownfields sites as defined by the brownfields law which includes sites where the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Brownfields law also specifies that RLF funds can be used at sites that are contaminated by petroleum or petroleum product, controlled substance, or mine-scarred lands. RLF funds may only be used at sites that are:

1. Contaminated by a hazardous substance, pollutant, or contaminant;
2. Contaminated by petroleum or a petroleum product, and is determined by the State to be relatively low risk with no liable and viable party and not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act
3. Contaminated by controlled substances; or
4. Mine-scarred lands.

4. Ineligible Sites

1. Sites listed or proposed for listing on the National Priorities List (NPL);
2. Sites subject to unilateral administrative order, a court order, an administrative order on consent or judicial consent decree issued or entered into by parties under CERCLA; and
3. Sites subject to the jurisdiction, custody, or control of the United States government, *except* for land held in trust by the United States for an Indian tribe.
4. The following petroleum-contaminated sites are not eligible for RLF funding:
 - a. Sites subject to a corrective action order under RCRA § 9003(h); or
 - b. Sites that have received specific cleanup assistance under the Subtitle I of RCRA from the Leaking Underground Storage Tank (LUST) trust fund are excluded from receiving financial assistance, unless a property-specific funding determination from EPA is obtained.

Certain sites that are excluded from funding eligibility could still qualify for funds if the recipient can provide documentation for EPA to make a property-specific determination that the site meets the goals and criteria of the brownfields program and the criteria set forth in the Brownfields Law. Eligibility approval from EPA must be received prior to conducting work at these sites

5. Eligible Activities

RLF funds are designated for eligible cleanup activities by eligible entities at eligible brownfields sites. Funds must be used on cleanup activities only. These activities include:

1. Removing, mitigating, or preventing the release or threat of a release of a hazardous substance, pollutant, contaminant, petroleum product, or controlled substance into the environment;
2. Site assessment or site monitoring activities that are reasonable, necessary, and incidental to the cleanup process;
3. Costs associated with meeting public participation, worker health and safety, and program management requirements related to managing the RLF; and
4. Compliance with state and federal laws applicable to the cleanup.

Direct programmatic costs may be eligible and allowable. However, the Brownfields Law makes administrative costs ineligible.

Actions associated with cleanup include, but are not limited to:

1. Documentation of the Analysis of Brownfields Cleanup Alternatives (ABCA);
2. Development and implementation of RLF marketing strategy;
3. Oversight of cleanup activities;
4. Installation of fences, warning signs, or other security or site control precautions;
5. Installation of drainage controls;
6. Stabilization of berms, dikes, or impoundments; or drainage or closing of lagoons;
7. Capping of contaminated soils;
8. Using chemicals and other materials to retard the spread of the release or mitigate its effects;
9. Excavation, consolidation, or removal of contaminated soils;
10. Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants, or contaminants, including petroleum;
11. Removal of source materials, including free product recovery; and
12. Containment, treatment, or disposal of hazardous materials and petroleum contamination.

The Brownfields Law also provides that RLF funds can be used for:

1. Site monitoring activities, including sampling and analysis, that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
2. Site assessment activities that are reasonable, necessary, and incidental to the cleanup process, such as confirmation sampling; and
3. Costs associated with meeting public participation, worker health and safety, and programmatic management requirements.

6. Ineligible Activities

RLF funds may NOT be used for the following activities:

1. Pre-cleanup environmental assessment activities, such as site assessment, identification, and characterization with the exception of site monitoring activities as described above;
2. Public or private drinking water supplies that have deteriorated through ordinary use;
3. Cleanup cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA § 107;
4. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
5. Construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new non-cleanup facility);
6. Construction, demolition, and cost sharing or matching requirement for another federal grant (absent statutory authorization);
7. Support of job training;
8. Support of lobbying efforts of the recipient; and
9. In addition, the Brownfields Law includes the administrative cost prohibition which prohibits the use of any “part of a grant or loan” for the payment of an administrative cost.

7. Eligible Fund Uses

Eligible programmatic costs are expenses incurred for activities that are integral to achieving the purpose of the program. For example, programmatic costs could include the costs of loan processing, legal fees, and professional services, or overseeing the borrower’s activities to ensure compliance with relevant and appropriate requirements of the National Oil and Hazardous Substance Contingency Plan (NCP) (see 40 C.F.R. § 300.700 et seq.). RLF funds may be used for (but are not limited to) the following programmatic activities:

1. Site cleanup activities;
2. Site remediation activities; VCP or State response program fees associated with the cleanup
3. Cost required to purchase insurance;
4. Expenses for making and managing loans and/or subgrants, operating the revolving fund, and financial management expenses;
5. Expenses for site cleanup activities, as in the case of subgrants to eligible entities and nonprofit organizations in remediation of brownfield sites under CERCLA § 104(k)(3)(A)(ii);
6. Costs incurred for complying with procurement provisions of 40 C.F.R. Part 30 (Institutions of Higher Education, Hospitals and other Non-Profit Organizations) and 40 C.F.R. Part 31 (State, local and Indian tribal governments) otherwise referred to as the Uniform Administrative Rules for Federal grant and cooperative agreement and subawards. Costs for performance and programmatic financial reporting required under 40 C.F.R. 30.51 and 30.52, and 40 C.F.R. 31.40 and 31.41 are eligible programmatic costs. Performance and financial reporting are essential programmatic tools for both the recipient and EPA to ensure that grants are carried out in accordance with statutory and regulatory requirements;

7. Costs associated with monitoring the health of populations exposed to hazardous substances from a brownfields site. In addition, costs associated with monitoring and enforcing institutional controls used to prevent human exposure to hazardous substances at a brownfields site are considered eligible administrative costs. These costs cannot exceed 10% of the grant funds, and are only eligible to local government recipients. Expenses for travel, training, equipment, supplies, reference materials, and contractual support are eligible if those costs are approved by EPA in the grant budget tables. For example, costs for training recipient personnel are eligible and allowable if the costs are for training employees who perform work under the RLF grant.

A. Statutory Exceptions to the Administrative Cost Prohibition

RLF funds can be used for eligible “programmatic” costs, but are not allowed for administrative costs. The following administrative costs are eligible for RLF funds. The Brownfields Law provides that the administrative cost prohibition does not apply to:

1. Investigation and identification of the extent of the contamination;
2. Design and performance of a cleanup action; or
3. Monitoring of a natural resource (e.g., soil, groundwater) for contamination.

8. Ineligible Fund Uses

Direct administrative costs are prohibited costs, as are indirect costs. The Brownfields law prohibits the use of any “part of a grant or loan” for the payment of an administrative cost.

Prohibited direct administrative costs or indirect charges include but are not limited to:

1. Salaries;
2. Benefits;
3. Contractual cost;
4. Supplies; or
5. Data processing charges incurred to comply with most provisions of the Uniform Administrative Requirements for Grants contained in 40 C.F.R. Part 30 or 40 C.F.R. Part 31.

Prohibited administrative costs also include all indirect costs under OMB Circulars A-21, A-87, and A-122, and Subpart 31.2 of the Federal Acquisition Regulation. In addition to direct administrative costs, RLF funds may not be used for the payment of:

1. A penalty or fine;
2. A federal cost-share requirement (i.e., a cost-share required by other federal funds);
3. A cleanup cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA § 107;
4. A cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
5. Unallowable costs (e.g., lobbying and fund raising) under OMB Circulars A-21 (universities), A-87 (state, tribal, and local governments), or A-122 (non-profit organizations), and Subpart 31.2 of the Federal Acquisition Regulation (commercial organizations), as applicable.

CHAPTER III

UNDERWRITING AND APPROVAL

1. Underwriting Guidelines for Loans

The Brownfields Committee will consider the following when evaluating loan and subgrant applications:

1. Evaluate credit – must have satisfactory credit
2. Evaluate security – loans must be adequately secured (either by the cleanup property, other real estate or acceptable means)
3. Demonstrate repayment ability
4. Require a personal guarantee on loans
5. The City may take a subordinate collateral position

2. Criteria for Approval

A successful applicant for a City of Springfield Brownfields RLF Loan must meet all criteria outlined below as well as the requirements of the EPA RLF Administrative Manual.

1. Be an eligible applicant;
2. Be the fee simple title owner of an eligible brownfields site at the time subgrant funding is awarded or, for borrowers, have control over or access to the eligible brownfields site;
3. Request funds for an eligible activity;
4. Propose a project that supports EPA's Mission "To Protect Human Health and the Environment" and meets at least one of EPA's Goals;
 - a. Clean Air and Global Climate Change
 - b. Clean and Safe Water
 - c. Land Preservation and Restoration
 - d. Healthy Communities and Ecosystems
 - e. Compliance and Environmental Stewardship
5. Comply with all applicable Federal and EPA regulations;
6. Comply with Environmental Cleanup Responsibilities as stated in the EPA RLF Administrative Manual, October 2004 as amended;
7. Complete all application forms and provide all information required by the Brownfields Committee;
8. Demonstrate reasonable ability to repay the loan through project cash flow, business income, or financial capacity;
9. Provide sufficient collateral;
10. Demonstrate satisfactory credit history;
11. Demonstrate reasonableness of cleanup cost through a competitive procurement process.

In addition to the criteria listed above, eligible sites must meet one or more of the following criteria, all of which will be considered by the Brownfields Committee prior to approval:

1. Site Location. The site must be located within the city limits of Springfield to be eligible for a loan or subgrant. Evaluation of the site location will include its relationship to the Vision 20/20 Comprehensive Planning goals for the City of Springfield, as amended, and to City Council priorities. Priority will be given to sites that have been targeted through an inventory or study. For example, sites strategically located in a target planning or redevelopment area, such as Center City, the Jordan Valley Planning Area, the CDBG

boundary, the Jordan Creek Corps of Engineers Study Area, neighborhoods, or a City acquisition for public use will be given highest priority.

2. Environmental Need: Demonstrated contamination from hazardous substances, pollutants or contaminants, petroleum or petroleum products, controlled substances, or mine scarred lands must be documented.
3. Redevelopment Potential: Potential for redevelopment based on the property condition, surrounding area, location, market conditions, and/or commitment of the developer, community, or not-for-profit must be clearly delineated.
4. Community Benefit: Community benefit from use of funds for the site must be linked to the impact of eliminating the brownfields property. Level of benefit from redevelopment should be in the form of economic, health, and/or environmental improvement.
5. Cost Benefit: Cost benefit of the project relative to the use of brownfields funds must be documented and consideration will be given to the amount of grant funds remaining and other pending projects. Property targeted for City acquisition or City-owned property will receive priority over private property.

The loan request must be approved by the Brownfields Committee.

3. Approval Process

Loan or Subgrant Pre-Application

The Applicant shall submit a Pre-Application for an RLF Loan or Subgrant on the Pre-Application Form approved by the Brownfields Committee. The Brownfields Committee will review the pre-application to determine property, recipient and project eligibility as specified in Chapter II of this document. EPA may provide an eligibility determination on certain projects. The Brownfields Committee or Brownfields Coordinator will discuss the Terms and Conditions of the Loan/Subgrant with the applicant and notify eligible applicants of the Committee's decision.

Full Application

Once the project has been determined to be eligible, applicants may then submit a full application. The full application is a comprehensive project description that is used to evaluate projects for consideration of loan or subgrant awards. A credit analysis and financial evaluation will be carried out for each project application.

Application Review

The Brownfields Committee shall review the RLF Application for use before and after the cleanup project. Brownfields Committee will review each application, and evaluate it based on the information provided by the applicant for the project and the Criteria for Approval listed in this section, and meet jointly to make a funding determination. The Committee may request the Applicant to submit cleanup bids from a Contractor/ for approval by the Brownfields Committee. An appraisal may also be required. Based upon information submitted, the Brownfields Committee shall review the Application and shall either approve or disapprove the loan or subgrant. If the loan or subgrant is disapproved, the Committee shall inform the Applicant and state the reasons for denial in writing.

Application Approval

Successful loan and subgrant applications will require that all loan or subgrant documents be executed prior to funding. The applicant may be required to enroll the property in the Missouri Brownfields Voluntary Cleanup Program. The Brownfields Coordinator and Fund Manager will meet with the applicant to discuss approval, next steps in the cleanup process, and drawdown procedures.

4. Standard Repayment Terms and Conditions

Interest Rate

The interest rate shall be below market, with the option to not require interest based on the community benefit of the project and credit worthiness of the borrower.

Terms

The Brownfields Committee shall have the discretion to negotiate the terms of a loan with the Applicant. The maximum loan term is 15 years.

Loan Amount

There shall be no maximum loan amount, except the loan shall not exceed the actual cost of the cleanup and directly related eligible cost of the project.

Security

All loans will be secured by adequate collateral such as a deed of trust or a personal guarantee, and may require additional collateral.

Loan Assumption and Subordination

The loans may be assumed and subordinated subject to prudent lending practices. When and if approved the borrower will cover direct cost.

Collection Procedures

Once a loan is delinquent in one or more payment or otherwise in default in the terms and conditions of the loan agreement the City will take action as deemed necessary by the City and the City Attorney to collect any overages and enforce the loan agreement.

Appeal Process

Any Applicant aggrieved by a decision of the Brownfields Committee relating to loan or subgrant approval, cancellation, or determination of loan or subgrant amount, may appeal said decision by filing a written notice of appeal with the Secretary of the Land Clearance for Redevelopment Board (LCRA) within thirty (30) days of receiving written notice of the Brownfields Committee's decision. The request for appeal shall be placed on the LCRA Board agenda. The LCRA Board may affirm or reverse or modify the decision of the Brownfields Committee and notify the Committee and the Applicant in writing of its decision and the reasons therefore. The LCRA Board decision shall be final.

Resolution of Disputes

Ultimately, the Property Owner and the Contractor are responsible for discussing and resolving their differences. However, in those cases where agreement is not reached initially, and the project is likely to remain stagnant for an unreasonable period of time, the Property Owner and Contractor must submit their differences to the City for mediation and arbitration.

If the City's informal assistance does not succeed in resolving the dispute, the Property Owner and Contractor may either submit the case jointly to formal, binding arbitration or seek the advice of their own legal counsel.

For the purposes of these Policies and Procedures, a "dispute" shall be defined as a continuing claim, submitted in writing, which is raised by either the Property Owner or the Contractor, alleging that the letter or the spirit of the written contract has not been carried out by the other party. Such disputes generally involve interpretation of such issues as quality of workmanship, required scope of work, contract price adjustments and mutual cooperation between the Property Owner and the Contractor.

This definition also covers those occasions when one party to the contract claims that the other party has defaulted on his contractual obligations and wishes to halt further work under contract.

Informal Mediation by the City

It is common for the City's Brownfields Coordinator to be asked to make clarifications of contract requirements or performance evaluations in response to minor difficulties that arise on a day-to-day basis. However, if any such field judgments are not acceptable to both parties, the aggrieved party may ask for informal mediation by the Brownfields Committee. The request must be submitted in writing within five days after the other party has received the Brownfields Coordinator's field judgment.

If both parties agree, the Brownfields Coordinator will convene a meeting before the Brownfields Committee at the Department of Planning and Development offices within five days of receiving the first written notice of dispute. The Brownfields Committee will hear the dispute and advise the Brownfields Coordinator in the formulation of resolution of dispute.

After listening to both sides of the issue, unless further investigation is warranted, the Brownfields Coordinator will propose a resolution to the dispute he or she considers to be fair to both parties while being consistent with the contract documents and the brownfields RLF program policies and procedures.

If both parties accept the Brownfields Coordinator's proposal, a simple statement of acceptance may be drafted on the spot, signed by all parties and witnessed by a member of the Planning and Development staff. This does not necessarily mean that both parties now see eye-to-eye on the issue, only that they have accepted the Brownfields Coordinator's proposal on practical terms and are willing to resolve the dispute. Copies of the statement will be made for each party to the contract and for the project file.

While this informal mediation process cannot be considered legally binding, its purpose is to give both parties a fair and open hearing and thereby neutralize conflicts that could jeopardize the project.

When the meeting is the result of a request by either party to terminate the contract, the Brownfields Coordinator will, after reviewing the evidence presented, take the matter under advisement and within five days render a written decision for or against termination.

Formal, Binding Arbitration

If either party declines to sign a statement accepting the Brownfields Coordinator's proposed resolution, the Brownfields Coordinator will advise them this mediation meeting has exhausted the avenue of appeal as far as the City is concerned.

The Brownfields Coordinator will also provide both parties with information about arbitration services that are available for a fee through the Better Business Bureau of Southwest Missouri. (The General Contractor and Property Owner shall be responsible for all fees associated with the binding arbitration procedure).

The Bureau's arbitration services call for both parties in a dispute to jointly submit a signed request for arbitration, stating the nature of the dispute and agreeing beforehand to abide by the arbitrator's decision.

The facts of their case are reviewed at a scheduled hearing before the arbitrator, who is a disinterested community volunteer acceptable to both parties. If additional information is needed, the arbitrator may visit the job site before delivering a written decision.

The decision of the arbitrator and any award made by the arbitrator generally are not subject to appeal in a court of law.

CHAPTER IV

ROLES, REPORTS AND MONITORING

1. The Role of the City of Springfield

The City must report to EPA quarterly on the RLF performance, in compliance with the terms and conditions. These duties include the following:

1. Submits quarterly reports within 30 days of the end of each federal fiscal quarter. Items included in 40 C.F.R. 31.40 must be included in quarterly reports. Examples include: Documentation of progress at meeting the performance objectives, project narrative and project time line; an update on project milestones; a property profile; a budget recap summary page with the following headings: Current Approved Budget; Costs Incurred this Quarter; Costs Incurred to Date; and Total Remaining Funds; and if applicable, quarterly reports must specify costs incurred at petroleum-only brownfields sites; clearly identify in quarterly reports which activities performed during the reporting period were undertaken with EPA funds, and relate EPA-funded activities to the objectives and milestones agreed upon in the work plan including a list of sites where cleanup (either through loans or subgrants) activities were completed.
2. Determines site eligibility for projects.
3. The Environmental Engineer with the assistance of the Brownfields Committee conducts cleanup oversight of contractor work for all projects.
4. Maintains adequate accounting records and source documentation to substantiate the amount and percentage of program income expended for eligible programmatic costs.
5. Complies with applicable Office of Management and Budget (OMB) cost principles when charging costs against program income.
6. Maintains RLF records for three years after the submission of the financial status report, closeout of the cooperative agreement, or completion of an ongoing loan, whichever is the longest retention period.
7. Receives written approval from EPA before destroying any records.
8. Ensures that periodic audits of their programs are conducted by an outside auditor in accordance with General Accounting Office (GAO) accounting standards or generally accepted government auditing standards.

2. The Role of the Borrower/Subgrantee

The borrower or subgrantee must show that they have:

1. Documented and used funds only for eligible activities at eligible sites.
2. Demonstrate adequate collateral and has repaid funds within the terms of the loan agreement.
3. Provided financial records to the City on a regular basis.
4. Kept records of compliance with the terms and conditions of the loan including applicable federal and state requirements.
5. Complied with all applicable federal and state requirements.
6. Maintained records and provided access to records for three years after the submission of the financial status report, closeout of the cooperative agreement, completion of an ongoing audit, or completion of an ongoing loan, whichever is the longest retention period.

CHAPTER V

PROTECTION OF SECURITY INTEREST

This Chapter outlines the basic procedures and policies of the City regarding protection of its financial interest in real property.

In order to meet program objectives and achieve goals, and to provide financial assistance where needed, the Brownfields Committee may approve loans for environmental cleanup on properties which require the City to assume a subordinate position to existing liens on the property being assisted. As a result thereof, it may be necessary from time to time for the City to provide funds for legal assistance to acquire a permanent interest in, or to obtain temporary control of, the assisted property in order to protect the financial interest of the City when foreclosure is pending by a lien holder on the property as a result of nonpayment by the mortgagor. RLF funds may not be used to purchase the property.

Revolving Loan Funds, or funds from other sources as may be appropriate, may be expended on legal fees upon recommendation of the Brownfields Committee, to acquire a permanent interest in or to obtain temporary control of the assisted property in order to protect the financial interest of the RLF Program upon general default of the borrower or when foreclosing by a lien holder would seriously affect the investment of the RLF in the property and/or the RLF loan program. Real estate acquired by the City pursuant to foreclosure of a deed of trust securing a loan under the RLF Program may be disposed of in accordance with City of Springfield Administrative Memo 5D, Disposition of Surplus Real Estate.

The Director of the Planning and Development is authorized, upon recommendation of the Brownfields Committee, and with EPA approval, to write off a debtor's liability for the portion of indebtedness which is in excess of the property's fair market value when the property is sold under the following circumstances. Nothing contained herein shall be deemed to allow the forgiveness of any debt in contravention of Article 3, Section 39 of the Missouri Constitution.

1. Bankruptcy
2. Foreclosure
3. Conveyance by deed in lieu of foreclosure
4. The property was liquidated to help pay debtor's uninsured medical or nursing home expenses.

One-rdg. _____
P. Hrngs. _____
Pgs. 108
Filed: 10-12-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-266

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING and directing the issuance, sale and delivery by the City of Springfield,
2 Missouri, of Taxable Special Obligation Refunding Bonds, Series 2021A,
3 in a principal amount not to exceed \$3,000,000 for the purpose of
4 providing funds to refund the Refunded Bonds (as defined below);
5 authorizing and approving certain documents in connection with the
6 issuance of the Bonds; authorizing certain other documents and actions
7 in connection therewith; and declaring an emergency.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home rule
11 charter city and political subdivision of the State of Missouri, duly created, organized and
12 existing under and by virtue of the Constitution and laws of the State of Missouri and the City's
13 charter; and
14

15 WHEREAS, the City desires to issue Taxable Special Obligation Refunding Bonds,
16 Series 2021A (the "Bonds"), in a principal amount not to exceed \$3,000,000 to (1) currently
17 refund the Springfield Center City Development Corporation Taxable Revenue Bonds, Series
18 2002C (Jordan Valley Park Project) (the "Refunded Bonds"), and (2) provide for payment of
19 costs of issuance of the Bonds; and
20

21 WHEREAS, the City is authorized under the City's charter and the Constitution of the
22 State of Missouri to issue and sell special obligation bonds for the purpose of refunding the
23 Refunded Bonds, with the principal of and interest on such special obligation bonds being
24 payable by the City only upon appropriation of moneys therefore by the City Council; and
25

26 WHEREAS, the Bonds shall not constitute a general obligation of the City, nor shall the
27 Bonds constitute an indebtedness of the City within the meaning of any constitutional, statutory
28 or charter provision, limitation or restriction, and the taxing power of the City will not be pledged
29 to the payment of the principal of or interest on the Bonds.
30

31 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
32 SPRINGFIELD, MISSOURI, AS FOLLOWS:
33

34 Section 1 - Authorization of Bonds. There shall be issued and hereby are authorized and
35 directed to be issued one series of special obligation bonds designated as follows: Taxable
36 Special Obligation Refunding Bonds, Series 2021A (the "Bonds") (with such additional
37 appropriate series identifier as the officers of the City deem necessary), in a principal amount

not to exceed \$3,000,000, for the purpose of refunding the Refunded Bonds and paying costs related to the issuance of the Bonds.

Section 2 - Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in the Indenture (described below), and shall be subject to registration, transfer and exchange as provided in the Indenture. The Bonds shall be dated as of their date of issuance, shall bear interest at fixed interest rates with a true interest cost not exceeding **2.00%** per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest payment date for the Bonds to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2022. The Bonds shall have such other terms to be determined in the manner described in the following paragraph.

The City Council does hereby establish a Final Terms Committee for the Bonds (the "Committee") to consist of two members, being the Mayor and the Director of Finance, which Committee acting unanimously is hereby authorized for and on behalf of the City to establish for the Bonds (a) the principal amount of the Bonds, which shall not exceed **\$3,000,000**, (b) the principal maturity dates of the Bonds and the principal amount thereof maturing on such dates, with a final maturity not later than the year **2028**, (c) the purchase price for the Bonds shall not be less than **95%** of the principal amount thereof, (d) the weighted average maturity of the Bonds shall not be less than **1.6** years nor more than **5.6** years, (e) the dates on which the Bonds are to be redeemed pursuant to the optional and any mandatory redemption provisions of the Indenture, as applicable, and the principal amount thereof to be redeemed on such dates, (f) the interest rates to be borne by the Bonds, at fixed interest rates with a true interest cost not exceeding **2.00%** per annum, and (g) an underwriter's discount not to exceed **0.90%** of the proceeds of the Bonds plus an underwriter's expense allowance of not to exceed **0.05%** of the proceeds of the Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Bonds in the then bond market for the Bonds. The determination of the Committee and the final terms of the Bonds shall be set forth in the Indenture and the Bond Purchase Agreement (herein defined) upon the execution thereof.

Section 3 - Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the City Council of the City at this meeting (copies of which documents are attached hereto), with such changes therein as shall be approved by the officers of the City executing such documents:

- (a) Trust Indenture (the "Indenture") between the City and BOKF, N.A., as Trustee (the "Trustee"), pursuant to which the Bonds shall be issued, in substantially the form attached hereto as Exhibit A; and
- (b) Official Statement (the "Official Statement") setting forth information relating to the City and the Bonds (in the form of a Preliminary Official Statement which is herein approved in substantially the form attached hereto as Exhibit B); and

- 88 (c) Continuing Disclosure Agreement between the City and the Trustee, as
89 Dissemination Agent, under which the City agrees to provide continuing
90 disclosure of certain financial information, operating data and material events, for
91 the benefit of the owners of the Bonds and to assist Stifel, Nicolaus & Company,
92 Incorporated (the "Purchaser") in complying with Rule 15c2-12 of the Securities
93 and Exchange Commission, in substantially the form attached hereto as Exhibit
94 C; and
95
- 96 (d) Bond Purchase Agreement (the "Bond Purchase Agreement") under which the
97 City agrees to sell the Bonds to the Purchaser at the purchase price and upon
98 the terms and conditions set forth therein, in substantially the form attached
99 hereto as Exhibit D.

100
101 Section 4 - Preliminary and Final Official Statement. The Preliminary Official Statement,
102 in substantially the form attached hereto as Exhibit B, is hereby ratified and approved, and the
103 final Official Statement is hereby authorized and approved by supplementing, amending and
104 completing the Preliminary Official Statement, with such changes and additions thereto as are
105 necessary to conform to and describe the transaction. The City Manager is hereby authorized to
106 execute the final Official Statement as so supplemented, amended and completed, and the use
107 and public distribution of the final Official Statement by the Purchaser in connection with the
108 reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby
109 authorized to execute and deliver a certificate pertaining to such Official Statement as
110 prescribed therein, dated as of the date of payment for and delivery of the Bonds.
111

112 For the purpose of enabling the Purchaser to comply with the requirements of Rule
113 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the
114 information regarding the City contained in the Preliminary Official Statement to be "final" as of
115 its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and
116 the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser
117 a letter or certification to such effect and to take such other actions or execute such other
118 documents as such officers in their reasonable judgment deem necessary to enable the
119 Purchaser to comply with the requirement of such Rule.
120

121 The City agrees to provide to the Purchaser within seven business days of the date of
122 the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to
123 comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange
124 Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking
125 Board.
126

127 Section 5 - Security for the Bonds.
128

- 129 (a) Security for the Bonds. The Bonds shall be special obligations of the City payable
130 as to both principal and interest solely from annual appropriations of funds by the
131 City for such purpose to be deposited in the debt service fund, as established
132 under the Indenture. The covenants and agreements of the City contained
133 herein, in the Indenture and in the Bonds shall be for the equal benefit, protection
134 and security of the legal owners of any or all of the Bonds, all of which Bonds
135 shall be of equal rank and without preference or priority of one Bond over any
136 other Bond in the application of the funds to the payment of the principal of and
137 the interest on the Bonds, or otherwise, except as to the rate of interest and
138 stated maturity for each Bond as provided in the Indenture.

(b) Nature of Obligations. The obligation of the City to make payments into the debt service fund, and any other obligations of the City to make payments under this Ordinance and the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and under the Indenture and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

Section 6 - Covenant to Request Appropriations. The City Council hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to Section 5 hereof, the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding fiscal year of the City, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding fiscal year of the City.

Section 7 - Refunding and Redemption of Refunded Bonds. The City Council hereby authorizes and approves the current refunding and redemption of the Refunded Bonds on or about December 2, 2021, or a date as soon thereafter as practicable, as determined by the Director of Finance, at a redemption price of 100% of the principal amount of bonds redeemed, plus accrued interest.

Section 8 - Execution of Documents. The City is hereby authorized to enter into and the Mayor, City Manager, Director of Finance and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents and the Bonds and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9 - Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 10 - Further Authority. The officers of the City, including the Mayor, the City Manager, the Director of Finance, the City Attorney and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may

190 approve, and the execution or taking of such action shall be conclusive evidence of such
191 necessity or advisability.

192
193 Section 11 - Governing Law. This Ordinance shall be governed exclusively by and
194 construed in accordance with the applicable laws of the State of Missouri.

195
196 Section 12 - Emergency Measure; Effective Date. The City Council finds and declares
197 that this Ordinance constitutes an emergency because it pertains to the payment of expenses of
198 the City. Therefore, this Ordinance shall take effect and be in full force and effect immediately
199 after its passage by the City Council of the City.

200
201 Section 13 - Electronic Storage of Documents. The City agrees that the transaction
202 described herein may be conducted and related documents may be sent, received and stored
203 by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of
204 original executed documents shall be deemed to be authentic and valid counterparts of such
205 original documents for all purposes, including the filing of any claim, action or suit in the
206 appropriate court of law.

207
208 Passed at meeting: _____

209
210
211 _____
212 Mayor

213
214 Attest: _____, City Clerk

215
216
217 Filed as Ordinance: _____

218
219 Approved as to Form: Rhonda Lewsader, City Attorney

220
221
222 Approved for Council Action: Jason A. Hage, City Manager
223

EXPLANATION TO COUNCIL BILL 2021-266

FILED: 10-12-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Directing the issuance, sale and delivery of Taxable Special Obligation Refunding Bonds, Series 2021A in a principal amount not to exceed \$3,000,000 for the purpose of providing funds to refund the Springfield Center City Development Corporation Taxable Revenue Bonds, Series 2002C (Jordan Valley Park Project), related issuance costs, authorizing and approving certain documents and declaring an emergency.

BACKGROUND INFORMATION: The City of Springfield has a debt policy that allows for the refunding of outstanding debt if the present value savings is approximately 5% of the principal amount being refunded. Periodically, all outstanding debt is reviewed to determine if there are refunding opportunities that meet the policy guidelines. After the most recent review, this bond issue was selected for refunding. The average present value savings is approximately 19.0%. The total savings achieved with the refunding is expected to be \$507,000 over the remaining term of the bonds.

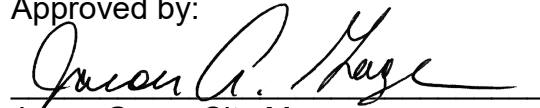
This ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of City government. Council is not expected to vote on this ordinance immediately after the first reading. The Ordinance is presented as an emergency bill to allow changes to the ordinance, such as modifications to the bond terms and updated financial information after the first reading and prior to final approval by City Council.

Recommended by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

Gilmore & Bell, P.C.

September 27, 2021

\\dcfs\Data\wpdata\TES\, Springfield MO - Tax Spec Ob Ref Bonds, Series 2021A (600634.20108)\Indenture
v2.docx

TRUST INDENTURE

Dated as of December 1, 2021

Between

CITY OF SPRINGFIELD, MISSOURI

and

**BOKF, N.A.,
as Trustee**

**\$(Principal Amount)
City of Springfield, Missouri
Taxable Special Obligation Refunding Bonds
Series 2021A**

TRUST INDENTURE

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Schedule 1 - The Refunded Bonds

Exhibit A - Form of Bonds

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* * *

TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of December 1, 2021, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, and having a corporate trust office located in Kansas City, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City’s Charter.

2. The City has determined that it is in the best interests of the City to issue \$[Principal Amount] aggregate principal amount of its Taxable Special Obligation Refunding Bonds, Series 2021A (the “Bonds”) to (a) currently refund certain revenue bonds described in **Schedule 1** hereto (the “Refunded Bonds”), and (b) provide for payment of costs of issuance of the Bonds.

3. On November 1, 2021, the City Council passed Special Ordinance No. ____ (the “Bond Ordinance”), authorizing the issuance of the Bonds pursuant to this Indenture for the above purposes.

4. Pursuant to the Bond Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described below (said property being herein collectively referred to as the “Trust Estate”), to wit:

To secure the payment of the principal of and interest on the Bonds, all Pledged Revenues for the Bonds and all moneys and securities from time to time held by the Trustee under the terms of this Indenture for the Bonds and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (the "Trust Estate").

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

THE TRUST ESTATE IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the other Bonds, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in such Bonds, or provides for the payment of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void with respect to such Bonds so provided for; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Appropriated Moneys" means moneys of the City which have been annually appropriated by the City for making payments of the principal of and interest on the Bonds and other payments described herein.

"Authorized City Representative" means the Mayor, City Manager or Director of Finance of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf

of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means \$5,000 or any integral multiple thereof.

“Bonds” means the City’s Taxable Special Obligation Refunding Bonds, Series 2021A, issued under this Indenture, as amended.

“Bond Counsel” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the City and acceptable to the Trustee.

“Bond Ordinance” means the Ordinance of the City authorizing the execution and delivery of this Indenture and the issuance of the Bonds.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“City” means the City of Springfield, Missouri, a constitutional home rule charter city and political subdivision of the State.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement of even date herewith, between the City and BOKF, N.A., as Dissemination Agent, as from time to time amended in accordance with the provisions thereof.

“Debt Service Fund” means the fund by that name created in **Section 401** hereof.

“Event of Default” means any event or occurrence as defined in **Section 701** hereof.

“Financing Documents” means this Indenture and the Continuing Disclosure Agreement and any other documents entered into in connection with the refunding of the Refunded Bonds.

“Fiscal Year” means the fiscal year of the City, currently the twelve-month period beginning each July 1st and ending on the following June 30th.

“Government Securities” means bonds, notes, certificates of indebtedness, treasury bills or other securities which fit within the definition of Permitted Investments and constitute direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

“Immediate Notice” means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** hereof or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail, postage prepaid to such addressees.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

“Original Purchaser” means Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri.

“Outstanding” means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with **Section 902** hereof;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206** hereof; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” or **“Registered Owner”** means the Person in whose name any Bond is registered on the Register.

“Paying Agent” means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

“Payment Date” means any date on which the principal of or interest on any Bonds is payable.

“Permitted Investments” means any of the following securities purchased in accordance with the Indenture and the City’s then-current policy for investment of funds, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) United States Treasury Securities (Bills, Notes, Bonds and Strips). The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- (b) United States Agency/GSE Securities. The City may invest in obligations issued or guaranteed by any agency of the United States Government and in obligations issued by any governmental sponsored enterprise (GSE) which have a liquid market and a readily determinable market value that are described as follows:
 - (1) U.S. Government Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.

- (2) U.S. Government Agency Discount Notes. Purchased at a discount.
 - (3) U.S. Government Agency Callable Securities. Restricted to securities callable at par.
 - (4) U.S. Government Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed interest rate.
 - (5) U.S. Government Agency Floating Rate Securities. The coupon rate floats off of only one index. Restricted to coupon with no interim caps that reset at least quarterly.
 - (6) U.S. Government Mortgage Backed Securities (MBS, CMO, Pass-Thru Securities). Restricted to obligations of FNMA, FHLMC and GNMA only.
- (c) Direct and general obligations of the State of Missouri (the “State”), to the payment of the principal of and interest on which the full faith and credit of such State is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.
 - (d) Obligations of the City.
 - (e) Certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the any trustee for the bonds or notes or any affiliate), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b), which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to the Trustee that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.
 - (f) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which repurchase agreement is secured by any one or more of the securities described in clauses (a) or (b) above.
 - (g) Any mutual fund rated in either of the two highest rating categories by a nationally recognized rating agency which invests solely in one or more securities described in clause (a), (b) or (d) above.

- (h) Investments in a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and have a rating of “AAAm” or “AAAm-G” or better by Standard & Poor’s and is rated Aaa, Aa1 or Aa2 by Moody’s.
- (i) Investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized rating agency.
- (j) Banker’s acceptances issued by domestic commercial banks possessing the highest rating issued by a nationally recognized rating agency.
- (k) Commercial paper issued by domestic corporations which has received the highest rating issued by a nationally recognized rating agency.

“**Person**” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“**Pledged Revenues**” means all moneys held under the Indenture in the Debt Service Fund, together with investment earnings thereon.

“**Project Fund**” means the fund by that name created in **Section 401** hereof, including within such fund the “*Costs of Issuance Account*” and the “*Refunding Account*”.

“**Record Date**” for the interest payable on any Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Payment Date.

“**Refunded Bonds**” means the bonds described in **Schedule 1** hereto.

“**Register**” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

“**Registrar**” means the Trustee when acting as such under this Indenture.

“**State**” means the State of Missouri.

“**Supplemental Indenture**” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X** hereof.

“**Trust Estate**” means the Trust Estate described in the granting clauses of this Indenture.

“**Trustee**” means BOKF, N.A., Kansas City, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

- (a) *Authorized Amount and Title of Bonds.* There shall be issued under and secured by this Indenture a series of bonds in the aggregate principal amount of \$[Principal Amount] for the purpose of providing funds to the City to (1) refund the Refunded Bonds, and (2) provide for payment of costs of issuance of the Bonds, which series of bonds shall be designated “Taxable Special Obligation Refunding Bonds, Series 2021A” (the “Bonds”). No bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of bonds and the number of bonds that may be issued under this Indenture is limited as provided in this Section.
- (b) *Form of Bonds.* The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.
- (c) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.
- (d) *Numbering.* Unless the City directs otherwise, the Bonds shall be numbered from R-1 upward.

- (e) *Dating.* The Bonds shall be dated as of the date of initial issuance and delivery thereof.
- (f) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Bond Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (2) in the case of a principal or interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice delivered to the Trustee not less than 15 days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Owner wishes to have such transfer directed.

Section 202. Nature of Obligations.

- (a) The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues for the Bonds and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the related Trust Estate to the Trustee and in favor of the Owners of such Bonds, as provided in this Indenture.
- (b) The obligation of the City to make payments under this Indenture does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.
- (c) No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future elected official of the City or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official of the City, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 203. Execution, Authentication and Delivery of Bonds.

- (a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of

such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by the Persons who, at the actual time of the execution of such Bond, are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

- (b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

Section 204. Registration, Transfer and Exchange of Bonds.

- (a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.
- (b) Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, and in any denomination or denominations authorized by this Indenture.
- (c) Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same maturity, of any denomination or denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.
- (d) In all cases in which Bonds are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.
- (e) No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the City. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner

sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.

- (f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.
- (g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Description of Bonds.

- (a) There shall be issued and secured by this Indenture the Bonds in an aggregate principal amount of \$[Principal Amount].
- (b) The Bonds shall be dated December [2], 2021 and shall become due in the amounts on the maturity dates, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2022.

Serial Bonds

<u>Stated Maturity</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2022	\$,000	%
2023	,000	
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	

- (c) The Bonds are *not* subject to redemption prior to their maturity.
- (d) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.

- (e) The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:
- (1) A copy of the Bond Ordinance, certified by the City Clerk of the City, approving the issuance of the Bonds and authorizing the execution of this Indenture.
 - (2) An original executed counterpart of this Indenture and the other Financing Documents.
 - (3) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the City.
 - (4) An opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
 - (5) A request and authorization to the Trustee executed by the City to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.
 - (6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.
- (f) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price thereof.

Section 206. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Bond has matured or is about to, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements.

ARTICLE III

[RESERVED]

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys.

- (a) The following funds of the City are hereby created and established with the Trustee:
- (1) City of Springfield, Missouri Taxable Special Obligation Refunding Revenue Bonds, Series 2021A Project Fund (the “Project Fund”), and within such fund 2 separate and segregated trust accounts designated the “*Costs of Issuance Account*” and the “*Refunding Account*”.
 - (2) City of Springfield, Missouri Taxable Special Obligation Refunding Revenue Bonds, Series 2021A Debt Service Fund (the “Debt Service Fund”).

Each fund and account shall be maintained by the Trustee as a separate and distinct trust fund or account and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

- (b) The net proceeds received from the sale of the Bonds in the amount of \$_____ (which is equal to the par amount of the Bonds of \$[Principal Amount].00, less underwriter’s discount of \$_____, shall be deposited or paid simultaneously with the delivery of the Bonds as follows:
- (1) \$_____ of the net proceeds of the Bonds shall be deposited in the Costs of Issuance Account in the Project Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404(a)** hereof.
 - (2) The remaining net proceeds of the Bonds in the amount of \$_____ shall be deposited in the Refunding Account in the Project Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404(b)** hereof.

Section 402. Transfer of Appropriated Funds by City. Subject to **Section 202** hereof, on the Business Day prior to each Payment Date, the City shall transfer to the Trustee Appropriated Moneys for the Bonds sufficient to make the following deposits to the funds and accounts created hereunder and the Trustee shall deposit such Appropriated Moneys received from the City as follows:

First, for transfer to the Debt Service Fund an amount sufficient to pay the principal and/or interest on the Bonds on the next succeeding Payment Date (taking into account moneys already on deposit in the Debt Service Fund for payment of debt service on the Bonds); and

Second, for payment to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts.

If the amount transferred by the City shall be insufficient to make all such deposits, such Appropriated Moneys will be applied in such amounts and into such funds and accounts as directed by the City.

Section 403. Debt Service Fund.

- (a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, and interest on the Bonds as the same mature and become due.
- (b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.
- (c) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City.

Section 404. Project Fund. Moneys in the Project Fund shall be disbursed as follows:

- (a) *Costs of Issuance Account.* Moneys in the Cost of Issuance Account in the Project Fund shall be disbursed for the sole purpose of paying costs of issuance of the Bonds. Costs of issuance shall be paid from time to time by the Trustee, upon receipt of a written request of the City signed by the Authorized City Representative, and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form. Any moneys remaining in the Costs of Issuance Account on June 1, 2022, shall be deposited, without further authorization, into the Debt Service Fund. In making payments and disbursements pursuant to this Section, the Trustee may rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent investigation in connection with the matters set forth in the written requests.
- (b) *Refunding Account.* The Bond Trustee shall transfer by wire transfer, without further authorization, the amount of \$_____ to the trustee and paying agent for the Refunded Bonds for deposit in the debt service fund for the Refunded Bonds, which

amount shall be applied to pay the principal of and interest on the Refunded Bonds on the redemption date.

Section 405. [Reserved].

Section 406. Non-Presentation of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within three years after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

Section 407. Transfer of Funds. The Trustee is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Payment Date.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

- (a) Moneys in all funds and accounts held by the Trustee under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Permitted Investments at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, the Trustee shall invest moneys in the Federated Treasury Obligations Fund (TOSXX) as a standing direction. Moneys on deposit in all funds and accounts may be invested only in Permitted Investments which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.
- (b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a

sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the most recent Payment Date. The Trustee shall not be liable for any loss (including specifically depreciation of value) resulting from any investment made in accordance herewith.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. City to Issue Bonds and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 604. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. The occurrence of any one or more of the following events are defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or
- (b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted; or
- (c) The failure to pay the principal of, or interest on the Bonds when due.

The Trustee shall give written notice of any Event of Default to the City as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)** hereof.

Section 702. Acceleration.

- (a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, with respect to an Event of Default set forth above, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.
- (b) In case of any rescission pursuant to **Section 712** hereof, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but

no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

- (c) At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds then Outstanding with respect to an Event of Default set forth in **Section 701**, may, by written notice to the City and the Trustee, rescind and annul such declaration and its consequences if:
 - (1) there is deposited with the Trustee a sum sufficient to pay:
 - (A) all overdue installments of interest on the Bonds;
 - (B) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and
 - (C) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
 - (2) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 712** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to (a) reasonable compensation to the Trustee, its agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708** hereof.

Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Trust Estate, the Trustee shall render annually to the City a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled,

as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee. If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding with respect to an Event of Default set forth above, and indemnified as provided in **Section 801(1)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it.

All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

- (a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)** hereof; and
- (b) such default has become an Event of Default; and
- (c) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(1)** hereof; and
- (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the

right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801** hereof.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Costs of Issuance Fund shall be applied as follows:

- (a) If the principal of all Bonds have not become or have not been declared due and payable, all such moneys shall be applied:
 - (1) *First* - To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.
 - (2) *Second* - To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable, in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.
- (b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.
- (c) If the principal of all Bonds have been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the

principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of Bonds then Outstanding with respect to which an Event of Default has occurred, except a default:

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond; or
- (b) in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts

under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

- (a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.
- (b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.
- (c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the City or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof other than for the earnings thereon. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.
- (d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.
- (e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner

of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

- (f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.
- (g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.
- (h) The Trustee shall not be required to take notice of any Event of Default, other than a failure to make any payment on the Bonds when due, unless the Trustee is specifically notified in writing of such Event of Default by the City or by the Owners of at least 10% in aggregate principal amount of all Bonds then Outstanding.
- (i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the components of the project originally financed with the proceeds of the Refunded Bonds, including all books, papers and records of the City pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.
- (j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.
- (k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.
- (l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

- (m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.
- (n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.
- (o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.
- (p) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by Electronic Notice, provided, however, that such instructions or directions shall be signed by an Authorized City Representative. If the City elects to give the instructions by Electronic Notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such Electronic Notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. "Electronic Notice" means notice given by telecopy or facsimile transmission or similar electronic means of communication, including but not limited to e-mail, which produces evidence of transmission.
- (q) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:
 - (1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;
 - (2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;
 - (3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to

the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

- (4) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and
- (5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the City for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys transferred by the City are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Fourth* of **Section 402** on any Payment Date, the unpaid portion shall be carried forward to the next Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which the Trustee is required to take notice or notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the City within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be

consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and the Owners, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to **Section 807** hereof. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which with notice or the lapse of time will become an Event of Default as provided in **Section 701(a)** hereof, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The City or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 808. Qualifications of Trustee and Successor Trustees. The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank qualified to do business in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$75,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

- (a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.
- (b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.
- (c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.
- (d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. Unless the Trustee is doing so on a more frequent basis, the Trustee shall render an annual statement for each calendar year ending December 31 to the City and, if so requested and the expense thereof is paid, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting

period and shall include the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

- (a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.
- (b) The City may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay Bonds when such Bonds are duly presented to it for payment, which Bonds shall thereafter be delivered to the Trustee for cancellation.
- (c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City and the Trustee. The Paying Agent may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

- (a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902** hereof, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such

release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Funds required to be paid to the City under **Article IV** hereof and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

- (b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Bonds Deemed to Be Paid.

- (a) Bonds or any portions thereof shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel that all conditions precedent to the satisfaction of this Indenture have been met. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.
- (b) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.
- (c) If the interest earnings on money or Government Obligations are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal and interest on the Bonds on or prior to the applicable maturity date.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following proposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) to provide for the refunding of any Bonds in accordance with the terms hereof;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder;
- (g) to modify or eliminate any of the terms of this Indenture; provided, however, that:
 - (1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding issued prior to the execution of such Supplemental Indenture; and
 - (2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative; and
- (h) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the security of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** hereof and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental

Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001** or **1002** hereof, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Sections 1001** or **1002** hereof, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the City or an assignee of the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the City or any affiliate or any Person controlling, controlled by or under common control with the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1102. Notices.

- (a) Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City or the Trustee if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telephone, on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:
 - (1) To the City at:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801
Attention: City Manager
 - (2) To the Trustee at:

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department
 - (3) To the Owners:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The above parties may from time to time designate, by notice given hereunder to the other

parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Transaction. The transaction described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Springfield, Missouri has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A., has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

[SEAL]

By: _____
Title: City Manager

ATTEST:

By: _____
Title: City Clerk

BOKF, N.A., as Trustee

[SEAL]

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

SCHEDULE 1

REFUNDED BONDS

The Refunded Bonds consist of the Springfield Center City Development Corporation Taxable Revenue Bonds, Series 2002C (Jordan Valley Park Project), with a stated maturity of June 1, 2028, currently outstanding in the principal amount of \$2,600,000.

EXHIBIT A

(FORM OF BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Authority or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSOURI

Registered
No. R-___

Registered
\$ _____

CITY OF SPRINGFIELD, MISSOURI

**TAXABLE SPECIAL OBLIGATION REFUNDING BOND
SERIES 2021A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	June 1, 20__	December [2], 2021	

Registered Owner: _____ **** CEDE & CO. ****

Principal Amount: _____ **DOLLARS**

THE CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter city and political subdivision of the State of Missouri (the “City”), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has

been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2022, until said principal amount has been paid.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the principal payment office of BOKF, N.A., Kansas City, Missouri (the "Trustee"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the interest payment date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or, if such Bonds are held by a Securities Depository or, at the written request addressed to the Paying Agent by any Registered Owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer in immediately available funds to a bank located in the continental United States for credit to the ABA routing number and account name and number filed with the Paying Agent not less than 15 days prior to the Record Date for such interest. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner under such Registered Owner's Bond.

This Bond is one of an authorized series of bonds of the City designated "Taxable Special Obligation Refunding Bonds, Series 2021A," in the aggregate principal amount of \$[Principal Amount] (the "Bonds"), issued by the City to refund the Refunded Bonds and provide for payment of costs of issuance of the Bonds, by, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to a Trust Indenture dated as of December 1, 2021, between the Trustee and the City (the "Indenture") and proceedings duly and legally had by the governing body of the City.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City to make payments under the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years.

The Bonds are issued in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being

evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal and interest payments to participants of the Securities Depository, and transfers of principal and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Indenture, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF SPRINGFIELD, MISSOURI** has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Bond to be dated as of the Dated Date shown above.

Registration Date: _____

CITY OF SPRINGFIELD, MISSOURI

CERTIFICATE OF AUTHENTICATION

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

By: _____
Title: Mayor

(SEAL)

BOKF, N.A., as trustee

ATTEST:

By: _____
Title: Authorized Signatory

By: _____
Title: City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

agent to transfer the within Bond on the books kept by the Trustee for the registration thereof, with full
power of substitution in the premises.

Dated: _____, _____

NOTICE: The signature to this assignment
must correspond with the name of the Registered
Owner as it appears on the face of the within
Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signatures) must be guaranteed by
an eligible guarantor institution as defined by
SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

EXHIBIT B

Request No.: _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM THE
COSTS OF ISSUANCE ACCOUNT
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A**

To: BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

as Trustee under the Indenture of Trust, dated as of December 1, 2021, from the City of Springfield, Missouri, to said Trustee (the “Indenture”)

Pursuant to Section 404(a) of the Indenture, the City of Springfield, Missouri (the “City”) requests payment from the Costs of Issuance Account in accordance with this request and said Section and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.
4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Indenture and each item thereof is a proper charge against the Costs of Issuance Account.
5. Each item listed above has not previously been paid or reimbursed from moneys in the Costs of Issuance Account and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed from Bond proceeds.
6. There has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: Authorized City Representative

ATTACHMENT I

**TO WRITTEN REQUEST FOR DISBURSEMENT FROM THE
COSTS OF ISSUANCE ACCOUNT
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A**

REQUEST NO. _____

DATED _____, ____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the costs of issuance for which the obligation to be paid was incurred
---	-------------------	--

Moody's Rating:

See "RATING" herein

BOOK ENTRY ONLY

The interest on the Bonds is included in gross income for federal income tax purposes and is not exempt from Missouri income taxation. See "TAX MATTERS" in this Official Statement.

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

Dated: Date of Delivery

Due: June 1, as shown
on inside cover page

The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. The Bonds will be available for purchase in denominations of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. DTC will receive all payments with respect to the Bonds from BOKF, N.A., Kansas City, Missouri, as Trustee under the Indenture (defined herein) for the Bonds. DTC is required to remit such payments to DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. Semiannual interest will be payable on June 1 and December 1, beginning June 1, 2022.

The Bonds are *not* subject to redemption prior to maturity.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year by the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the City to pay the principal of and interest on the Bonds.

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. The fiscal year of the City begins on each July 1 and ends on the following June 30. No property of the City is pledged or encumbered as security for the payment of the Bonds.

Certain risk factors are associated with the purchase of the Bonds. See "RISK FACTORS."

The Bonds are offered when, as and if issued and received by Stifel, Nicolaus & Company, Incorporated, as Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters relating to this Official Statement will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as Underwriter's Counsel. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York, on or about December __, 2021.

STIFEL

The date of this Official Statement is November __, 2021.

* Preliminary, subject to change.

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

MATURITY SCHEDULE*

Maturity	Principal	Interest		
<u>June 1</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>
2022	\$,000			
2023	,000			
2024	,000			
2025	,000			
2026	,000			
2027	,000			
2028	,000			

* Preliminary, subject to change.

CITY OF SPRINGFIELD, MISSOURI

840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801-8368
(417) 864-1001

Mayor

Ken McClure

City Council

Angela Romine, Zone 1 Councilwoman
Abe McGull, Zone 2 Councilman
Mike Schilling, Zone 3 Councilman
Matthew Simpson, Zone 4 Councilman
Heather Hardinger, General Councilwoman A
Craig Hosmer, General Councilman B
Andrew Lear, General Councilman C
Richard Ollis, General Councilman D

City Administration

Jason Gage, City Manager
Collin Quigley, Deputy City Manager
Maurice Jones, Deputy City Manager
Anita Cotter, City Clerk
Rhonda Lewsader, City Attorney
David Holtmann, Director of Finance
Dan Smith, Director of Public Works
Brendan Griesemer, Acting Director of Planning and Development
Bob Belote, Director of Parks and Recreation
Brian Weiler, Director of Aviation
David Pennington, Fire Chief
Paul F. Williams, Chief of Police
Errin Kemper, Director of Environmental Services

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
Kansas City, Missouri

BOND COUNSEL

Gilmore & Bell, P.C.
Kansas City, Missouri

CERTIFIED PUBLIC ACCOUNTANTS

RSM US, LLP
Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

In connection with the offering of the Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the "RISK FACTORS" section of this Official Statement as well as under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Sources of Payment." The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

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OFFICIAL STATEMENT
\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

Purpose of this Official Statement

The purpose of this Official Statement is to furnish information relating to (1) the City of Springfield, Missouri (the “City”), and (2) the City’s Taxable Special Obligation Refunding Bonds, Series 2021A (the “Bonds”).

The City

The City is a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri. See “**THE CITY.**”

The Bonds

The Bonds are being issued pursuant to the Trust Indenture dated as of December 1, 2021 (the “**Indenture**”), between the City and BOKF, N.A. (the “**Trustee**”). The Bonds are being issued for the purpose of (i) currently refunding \$2,600,000 outstanding principal amount of the Springfield Center City Development Corporation Taxable Revenue Bonds, Series 2002C (Jordan Valley Park Project) (the “**Refunded Bonds**”), and (ii) paying costs of issuance of the Bonds. See “**PLAN OF FINANCING.**”

Security and Source of Payment

The payment of the principal of and interest on the Bonds and the obligation to make other payments required under the Indenture is subject to annual appropriation by the City. The City is not required or obligated to make any such appropriation. No property of the City is pledged or encumbered to secure payment of the Bonds.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years (“**Appropriated Moneys**”). The City is not obligated to make any such annual appropriation. The fiscal year of the City (the “**Fiscal Year**”) begins on each July 1st and ends on the following June 30th.

The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the

* Preliminary, subject to change.

principal of and interest on the Bonds. See **“SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”**

Financial Statements

Audited financial statements of the City, as of and for the fiscal year ended June 30, 2020, are included in **Appendix D** to this Official Statement. These financial statements have been audited by RSM US, LLP, Kansas City, Missouri, independent certified public accountants, to the extent and for the period indicated in their report, which is also included in **Appendix D**.

Continuing Disclosure Information

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has also agreed to provide to the Municipal Securities Rulemaking Board prompt notice of the occurrence of certain events with respect to the Bonds. See **“CONTINUING DISCLOSURE.”**

Bond Rating

The City has received the rating on the Bonds set forth on the cover page from Moody’s Investors Service. See **“RATING.”**

THE CITY

The City contains approximately 82.9 square miles of area and is located in Greene County in the southwest portion of the State of Missouri. The City is the county seat of Greene County, Missouri (the “County”) and is located approximately 170 miles southeast of Kansas City and 220 miles southwest of St. Louis. The City is located at the junction of Interstate 44, U. S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.

For further information about the City, see **Appendix A – City of Springfield, Missouri – General, Economic and Financial Information** and **Appendix D – City of Springfield, Missouri Comprehensive Annual Financial Report with Independent Auditor’s Report for the Year Ended June 30, 2020.”**

PLAN OF FINANCING

Authorization and Purpose of the Bonds

The Bonds are authorized and being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City’s Charter, an ordinance passed by the City Council (the **“Bond Ordinance”**) and the Indenture. The Bonds are being issued for the purpose of currently refunding the Refunded Bonds and paying costs of issuance for the Bonds.

Refunding of the Refunded Bonds

To effect the current refunding of the Refunded Bonds, \$_____ will be deposited with the trustee and paying agent for the Refunded Bonds which amount will be sufficient, without consideration of reinvestment, to pay the principal, interest and premium due on the Refunded Bonds on or about December [2], 2021.

Sources and Uses of Funds*

The following table summarizes the estimated sources and uses of funds for the plan of financing:

Sources of Funds:

Principal of the Bonds	[\$[Principal Amount]]*
Total.....	\$ _____

Uses of Funds:

Deposit to the Refunding Account	\$ _____
Costs of issuance	_____
Total.....	\$ _____

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.

Description of the Bonds

The Bonds will be issued in the principal amount of \$[Principal Amount]*. The Bonds will be dated the date of initial issuance and delivery thereof, and will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature on June 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2022. While the Bonds remain in book-entry only form, payments to Beneficial Owners (as defined herein) are governed by the rules of DTC as described in **Appendix E**. If DTC ceases to act as securities depository for the Bonds, payment may be made as described in the Indenture.

No Redemption

The Bonds are *not* subject to redemption prior to maturity.

Book-Entry Only System

Ownership interests in the Bonds will be available to purchasers only through a book-entry only system (the “**Book-Entry Only System**”) described in **Appendix E**.

Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System

If the Book-Entry Only System is discontinued the following provisions would apply: Each Bond when issued will be registered by the Trustee in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

* Preliminary, subject to change.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Sources of Payment

Annual Appropriation Obligations. The Bonds and the interest thereon constitute special obligations of the City payable solely from Appropriated Moneys. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property to the City to pay the principal of and interest on the Bonds. See “*Appendix B – Definitions of Words and Terms and Summary of the Indenture.*”

In the Bond Ordinance, the City Council has directed the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals, subject to the provisions of the Indenture, from and after delivery of the Bonds and so long as any of the Bonds are outstanding, to (1) include in each annual budget prepared and presented to the City Council an appropriation of the amount necessary to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

The payment of the principal of and interest on the Bonds and other payments by the City under the Indenture are subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

RISK FACTORS

The following describes certain risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER DEBT LIMITATION OR PROVISION.

THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE ANNUAL APPROPRIATION OF FUNDS BY THE CITY FOR THAT PURPOSE AS DESCRIBED HEREIN. IN EACH FISCAL YEAR, PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE MADE SOLELY FROM THE AMOUNTS APPROPRIATED THEREFOR FROM (1) THE INCOME AND REVENUES OF THE CITY PROVIDED FOR SUCH YEAR PLUS (2) ANY UNENCUMBERED BALANCES FOR PREVIOUS YEARS, AND THE DECISION WHETHER TO MAKE SUCH APPROPRIATION EACH YEAR SHALL BE WITHIN THE SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL. SUBJECT TO THE PRECEDING SENTENCE, THE OBLIGATIONS OF THE CITY TO MAKE PAYMENTS HEREUNDER AND TO PERFORM AND OBSERVE ANY OTHER COVENANT AND AGREEMENT CONTAINED IN THE INDENTURE SHALL BE ABSOLUTE AND UNCONDITIONAL.

IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS OR PROPERTY WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST. NO PROPERTY OF THE CITY IS PLEDGED OR ENCUMBERED TO SECURE PAYMENT OF THE BONDS. NO DEBT SERVICE RESERVE FUND HAS BEEN ESTABLISHED FOR THE BONDS.

Coronavirus and Other Health-Related Risks

In December 2019, a novel strain of coronavirus (which leads to the disease known as “COVID-19”), was discovered in Wuhan, China. Since that date, the virus has spread throughout the world and has been characterized by the World Health Organization as a pandemic. The COVID-19 pandemic is expected to be broad-based and to negatively impact national, state and local economies. In response to such expectations, the President of the United States on March 13, 2020, declared a “national emergency,” which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation.

On March 13, 2020, Missouri’s Governor signed an Executive Order declaring a state of emergency in Missouri in response to COVID-19. On April 3, 2020, the Governor of the State issued a “stay at home order” for all Missouri residents, which began on April 6, 2020, and ended on May 4, 2020, requiring all Missourians to avoid leaving their residences unless necessary and to practice social distancing when they need to travel outside their homes to work, access foods, prescriptions, health care, and other necessities, or to engage in an outdoor activity.

The Governor has since issued two additional Executive Orders on April 24, 2020, and June 15, 2020, respectively, extending the state of emergency in the State through December 30, 2020. The stated purpose of the Executive Orders is to allow more flexibility in utilizing resources and deploying them around the State where they are most appropriate, including allowing the Governor to waive certain State laws and regulations where necessary.

To slow the spread of COVID-19, on March 24, 2020, the City’s Mayor and the County Presiding Commissioner also issued a “Stay at Home” order, requiring residents to stay at home except for “essential activities.” Several modifications occurred in May and June of 2020, allowing most businesses and other organizations to reopen subject to social distance and capacity guidelines. The City continued to transition through a series of civil emergency orders until Mayor Ken McClure withdrew the Sixth Proclamation of Civil Emergency on May 27, 2021, ending all City COVID-19 regulations.

As widely reported, the City and surrounding area is experiencing a significant uptick of COVID related cases and hospitalizations due to the low vaccination rate for Greene County and surrounding counties and the rapid spread of the Delta variant of the COVID virus, causing stress to local health care systems that serve both the City and the southwest Missouri region. In July, at the request of the State and Greene County, the federal government deployed a two-person COVID surge response team to the area to assist local health officials with genetic sequencing and data analysis in connection with the investigation of the outbreak, as well as to assist the State’s Bureau of Immunizations combat the issue of vaccine hesitancy. The team worked in the area through the beginning of August. The City has recently seen an increase in its vaccination rate.

As part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) the City received an aggregate approximately \$24 Million from Greene County (\$6.6 Million) and the Federal Government (\$17.4 Million) to respond to COVID-19. The CARES Act established the Coronavirus Relief Fund to provide \$150 billion of direct payments to state, local, and tribal governments. Local governments with populations over 500,000 were eligible for direct payments. Those local governments, like the City, with populations below 500,000 had to request or seek funding from those direct recipients or counties that received pass-through payments from the State of Missouri. The City has amended its fiscal year 2021 budget to account for these funds and to appropriate them to respond to the Coronavirus pandemic.

Furthermore, as part of the recent American Rescue Plan Act (the “**ARP Act**”) that went into effect on March 11, 2021, the City anticipates it will receive approximately \$40.2 Million in federal relief funds that have been allocated to the City under the ARP Act. Under the ARP Act, state, local and tribal governments that receive federal relief funds must spend the funds by December 31, 2024, and can use the funds to: (1) respond to the COVID pandemic or the resulting negative economic effects; (2) provide “premium pay” to essential public workers (up to a maximum premium of \$13/hour or \$25,000 per worker); (3) provide services (equivalent to the amount of revenue loss due to the pandemic); and/or (4) invest in improvements to water, sewer, or broadband infrastructure. Pursuant to the ARP Act, states will be responsible for disbursing funds to municipalities with populations under 50,000; however, municipalities with populations over 50,000, such as the City, will receive funds directly from the United States Department of the Treasury (the “**U.S. Treasury**”). According to the ARP Act, fiscal relief funds will be distributed to municipal governments in two installments (or “tranches”) with the first 50% tranche being distributed within 60 days of the March 11, 2021, effective date of the ARP Act and the remaining 50% tranche being distributed 12 months later. The City received the first 50% tranche of ARP Act relief funds in the amount of \$20,138,145 directly from the U.S. Treasury on June 7, 2021, and the City expects to receive the remaining 50% tranche of ARP Act fiscal relief funds in the approximate amount of \$20,138,145 directly from the U.S. Treasury by June 7, 2022. The City is currently developing plans for the use of the \$40.2 Million ARP funds. The City’s initial revenue loss for fiscal year 2020 due to the pandemic is approximately \$31 Million.

The COVID-19 outbreak is continuing to evolve and is ongoing, and its dynamic nature leads to uncertainties, including: (1) the geographic spread of the virus; (2) the development of new variants and the severity of the disease; (3) the duration of the outbreak; (4) the vaccination rate; (5) actions that may be taken by governmental authorities to contain or mitigate the outbreak or recurrences thereof; and (6) the authorization of additional federal relief funds. Developments with any one of these factors could have an adverse impact on the City’s revenues, expenses and financial condition.

LEGAL MATTERS

Legal Proceedings

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened against the City wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or which might affect the City’s ability to meet its obligations to pay the Bonds.

Approval of Legality

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, as Bond Counsel to the City. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as counsel to the Underwriter. The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or for the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Tax Status of the Bonds - Federal and State of Missouri

No Federal or Missouri Tax Exemption. The interest on the Bonds is *included* in gross income for federal income tax purposes, in accordance with an owner's normal method of accounting, and is *not* exempt from income taxation by the State of Missouri.

No Other Opinions. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds. Purchasers of the Bonds should consult their tax advisors as to the applicability of these tax consequences and other income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Other Tax Consequences

Sale, Exchange, Legal Defeasance or Retirement of Bonds. Upon the sale, exchange, legal defeasance or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, legal defeasance or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange, legal defeasance or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

RATING

Moody's Investors Service ("**Moody's**") has assigned the Bonds the rating set forth on the cover page hereof. Such rating reflects only the view of such rating agency at the time such rating is given, and the City will make no representation as to the appropriateness of such rating or that such rating would not be changed, suspended or withdrawn.

Moody's relies on the City, accountants and others for the accuracy and completeness of the information submitted in connection with ratings. A bond rating is not a "market" rating nor a recommendation to buy, hold or sell the Bonds, and such ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of rating could have an adverse effect on the market price and marketability of the Bonds. An explanation of the significance of such ratings may be obtained only from Moody's at the following address: Moody's Investors Service, 99 Church Street, New York, NY 10007.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") has agreed, subject to certain conditions, to purchase the Bonds from the City at a price of \$_____ (\$[Principal Amount].00* par amount of the Bonds, less an underwriting discount of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter will sell certain of the Bonds at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices. In connection with this offering, the Underwriter may overallocate or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has read and participated in the preparation of certain portions of this Official Statement and has supervised the compilation and editing thereof. The Underwriter has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

To the extent legally permitted, the City has agreed to indemnify the Underwriter against certain civil liabilities, including certain liabilities under the federal securities laws.

CONTINUING DISCLOSURE

General

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has agreed to have updated financial information

* Preliminary, subject to change.

and operating data for the City available within 180 days after the end of each fiscal year of the City. The financial statements of the City are audited by the City's independent certified public accountants. The City has also agreed to provide notice to the Municipal Securities Rulemaking Board of the occurrence of certain enumerated events with respect to the Bonds. These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission. See ***Appendix C – Summary of the Continuing Disclosure Agreement***.

Compliance With Prior Continuing Disclosure Undertakings

The City failed to file certain operating data required to be provided pursuant to prior undertakings under SEC Rule 15c2-12 for the fiscal year ended June 30, 2016 for bonds that are no longer outstanding. The City was late filing various operating data for the fiscal years ended June 30, 2016 through June 30, 2018, without always filing notices of late filing. In addition, the City did not file all required operating data for two series of sewer revenue bonds for fiscal years ended June 30, 2017 through June 30, 2020. This information has since been filed along with a failure to file notice. The City filed its audited financial statements on a timely basis for the fiscal years ended June 30, 2018, and June 30, 2020, but did not timely cross-reference the audited financial statements on EMMA to all outstanding issues. The City was late filing notice of the incurrence of a material "Financial Obligation" as defined in SEC Rule 15c2-12. The City was a borrower on three issues issued by the State Environmental Improvement and Energy Resources Authority in 1997 and 1998. The continuing disclosure undertakings for those issues required the City to provide various information to the Authority for posting. Though the City provided the required information, it was not posted. These bonds are no longer outstanding.

MISCELLANEOUS

Certification and Other Matters Regarding Official Statement

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized.

Simultaneously with the delivery of the Bonds, the City Manager of the City, acting on behalf of the City, will furnish to the Underwriter a certificate that will state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. Neither the City nor any of its officers, councilmen or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it; and further, neither the City nor its officers, councilmen or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Indenture.

Additional Information

Additional information regarding the City or the Bonds may be obtained from the Director of Finance, City of Springfield, 840 Boonville Avenue, P.O. Box 8368, Springfield, Missouri 65801-8368 (417-864-1625),

or from the Underwriter, Stifel, Nicolaus & Company, Incorporated, Attention: Michael Short, 4801 Main Street, Suite 530, Kansas City, Missouri 64112, (816) 283-5334.

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CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPENDIX A
CITY OF SPRINGFIELD, MISSOURI
GENERAL, ECONOMIC AND FINANCIAL INFORMATION

APPENDIX B

DEFINITIONS OF WORDS AND TERMS AND SUMMARY OF THE INDENTURE

APPENDIX C

SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT

APPENDIX D

CITY OF SPRINGFIELD, MISSOURI

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
WITH INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2020**

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The following information concerning DTC and DTC's Book-Entry Only System has been obtained from sources that the City believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the City, the Paying Agent or the Underwriter. The City, the Paying Agent and the Underwriter make no assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be

governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Payments of principal of or redemption price and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

None of the Underwriter, the Trustee nor the City will have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price or interest on the Bonds; (iii) the delivery by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to owners of the Bonds; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

APPENDIX F

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2020; CITY OF SPRINGFIELD
POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM ACTUARIAL VALUATION
AS OF JUNE 30, 2020; CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS'
RETIREMENT SYSTEM GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2019, TO
JUNE 30, 2020**

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2020**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
ACTUARIAL VALUATION AS OF JUNE 30, 2020**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2019, TO JUNE 30, 2020**

Gilmore & Bell, P.C.

September 14, 2021

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CONTINUING DISCLOSURE AGREEMENT

Dated as of December 1, 2021

Between

CITY OF SPRINGFIELD, MISSOURI

And

BOKF, N.A.

**\$(Principal Amount)
Taxable Special Obligation Refunding Bonds
Series 2021A**

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of December 1, 2021 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **BOKF, N.A.**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the City of **\$(Principal Amount) Taxable Special Obligation Refunding Bonds, Series 2021A** (the “**Bonds**”), pursuant to Trust Indenture dated as of December 1, 2021, between the City and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

2. The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The City is the only “**obligated person**” with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means BOKF, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on **July 1** and ending on **June 30** or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

“Material Events” means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

- (a) The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City’s Fiscal Year, commencing with the year ending June 30, 2022, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an **“obligated person”** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be

submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) Not later than **15** Business Days prior to the date specified in subsection (a) for filing the Annual Report with the MSRB, the City shall provide the Annual Report to the Dissemination Agent and the trustee for the Bonds (if the trustee is not the Dissemination Agent) with written instructions to file the Annual Report as specified in subsection (a). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (a).
- (c) If the Dissemination Agent is unable to verify that the Annual Report has been filed with the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice in substantially the form attached as **Exhibit B** to the MSRB, of the failure of the City to file the Annual Report by the date specified.
- (d) The Dissemination Agent shall file a report with the City certifying that the Annual Report has been filed pursuant to this Continuing Disclosure Agreement and stating the date it was filed with the MSRB through EMMA.
- (e) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events.

- (a) Not later than **10** Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modifications to rights of bondholders, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution or sale of property securing repayment of the Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the obligated person;

- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
 - (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Director of Finance of the City or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that the event does not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).
- (c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).
- (d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City.

Section 4. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City's obligations under this Continuing Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the

content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Dissemination Agent may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City and the Dissemination Agent with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the City or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

Section 9. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and, to the extent permitted by law, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this

Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

Section 10. Notices. Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by facsimile or by e-mail, receipt confirmed by telephone, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

To the City: City of Springfield, Missouri
840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801
Attention: Director of Finance
Telephone: (417) 864-1625
Fax: (417) 864-1880

To the Dissemination Agent: BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department
Telephone: (816) 932-7302
Fax: (816) 932-7315

Any person may, by written notice to the other persons listed above, designate a different address or an e-mail address, or telephone number or facsimile number to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

BOKF, N.A., as Dissemination Agent

By: _____
Title: Authorized Officer

EXHIBIT A
TO CONTINUING DISCLOSURE AGREEMENT

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the following sections and tables contained in Appendix A of the final Official Statement relating to the Bonds:

- DEBT STRUCTURE OF THE CITY
 - Current General Obligation Indebtedness
 - Enterprise Fund Revenue Obligations of the City
 - Capital Lease Obligations
 - City Utilities Component Unit
 - Lease and Other Special Obligations of the City
- FINANCIAL INFORMATION CONCERNING THE CITY
 - Governmental Funds Summary
 - Sources of Revenue
- PROPERTY TAX INFORMATION CONCERNING THE CITY
 - Property Valuations - *Assessed Valuation*
 - Major Property Taxpayers (not less than 10)
 - Property Tax Collections

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Springfield, Missouri

Name of Bond Issue: \$[Principal Amount] Taxable Special Obligation Refunding Bonds, Series 2021A (the “Bonds”)

Name of Obligated Person: City of Springfield, Missouri (the “City”)

Date of Issuance: December [2], 2021

NOTICE IS HEREBY GIVEN that the City of Springfield, Missouri has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of December 1, 2021, between the City and BOKF, N.A., as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be provided by _____.]

Dated: _____, _____, _____

BOKF, N.A., as Dissemination Agent
on behalf of **CITY OF SPRINGFIELD, MISSOURI**

cc: City of Springfield, Missouri

\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

[Dated Date], 2021

BOND PURCHASE AGREEMENT

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), hereby offers to purchase from the City of Springfield, Missouri (the “**City**”), a constitutional home rule charter city and political subdivision of the State of Missouri (the “**State**”), \$[principal amount] aggregate principal amount of Taxable Special Obligation Refunding Bonds, Series 2021A (the “**Bonds**”). The issuance and sale of the Bonds is authorized by an ordinance (the “**Bond Ordinance**”) adopted by the City Council of the City on November __, 2021. Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Ordinance or the Trust Indenture between BOKF, N.A. (the “**Trustee**”) and the City (the “**Indenture**”) under which the Bonds will be issued.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State and the City’s Charter. The Bonds shall constitute special obligations of the City payable as to both principal and interest from amounts appropriated on an annual basis by the City Council of the City for that purpose. The Bonds do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each fiscal year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years, and (iii) any amounts on deposit under the Indenture for the payment of the Bonds.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 11:00 p.m., Kansas City, Missouri time, on [Dated Date], 2021. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Indenture; the Continuing Disclosure Agreement between the City and the Trustee, as dissemination agent

(the “**Continuing Disclosure Agreement**”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$_____ (which is equal to the aggregate principal amount of the Bonds, less an underwriting discount of \$_____).

The City acknowledges and agrees that (i) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (ii) the implementation of future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter’s representations in the Underwriter’s Receipt for Bonds and Closing Certificate relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Receipt for Bonds and Closing Certificate. The Underwriter’s Receipt for Bonds and Closing Certificate delivered at closing shall be in substantially the form attached as **Exhibit A** hereto.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated _____, 2021 (which, together with the cover page, inside cover page and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the **“Preliminary Official Statement”**), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the **“Rule”**) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds is herein called the **“Official Statement”**) executed on behalf of the City by a duly authorized officer, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the **“MSRB”**) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City’s Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a duly organized constitutional home rule charter city and political subdivision of the State created and existing under the laws of the State and its charter with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State and its Charter, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance, and (ii) to adopt the Bond Ordinance and to enter into and perform its obligations under the Transaction Documents.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the

transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance and Indenture provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (i) any applicable law, administrative regulation, judgment or decree or (ii) the terms of any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (i) under the terms of any such law, administrative regulation, judgment or decree or (ii) under the terms of any such loan agreement, indenture, bond, note, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, the Indenture, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are and, as of their respective dates and at the Closing shall be, true and correct and do not, and with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing, shall not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Bonds, the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, and the approval of the use of the Official Statement do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, ordinance, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as Appendix D to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements include both the government-wide (the statement of net position and statement of activities) and fund financial statements. The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to local governmental units. The City has not since June 30, 2020 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or

the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since June 30, 2020, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City's fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events. Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the City has materially complied with all of its previous continuing disclosure obligations under the Rule.

6. Closing. Prior to or at 12:00 noon, Kansas City, Missouri time, on December ____, 2021 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the "**Closing Time**"), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price. Such payment and delivery is referred to herein as the "**Closing.**"

Payment and delivery of the Bonds as aforesaid shall be made in Kansas City, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Indenture as definitive Bonds in fully registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("**DTC**"). One fully registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC, or delivered to the Trustee for "**FAST**" delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following events shall occur (each, a "**Termination Event**"):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) There shall have occurred a formal declaration of national emergency or war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof, or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or the occurrence of any other national emergency or calamity, including natural disasters or a downgrade in the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations, which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or

(ii) There shall be in force a general suspension of trading or material limitation on the New York Stock Exchange or another major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iii) Legislation shall have been enacted by Congress or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Ordinance, the Indenture or the Transaction Documents, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**") or the Trust Indenture Act or otherwise, or would be in violation of any provisions of the federal securities laws; or

(iv) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(v) Any rating (A) on any bonds or other obligations of the City (B) if the Bonds are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Missouri or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since June 30, 2020, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in this Bond Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the titles to office of any member of the City Council of the City, (v) the incorporation, organization or existence of the City, or (vi) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

The Underwriter is not aware of any such Termination Event existing as of the date hereof that would permit the Underwriter to terminate its obligations to purchase the Bonds.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** hereof.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby, (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** hereof, and (v) the City shall have undertaken, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notice of certain events.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds, and the supplemental opinion of Bond Counsel.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (C) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

- (iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof;
- (iv) The Bond Ordinance, duly adopted by the City Council of the City.
- (v) The Continuing Disclosure Agreement duly executed by the City and the Dissemination Agent;
- (vi) Letter from Moody's Investors Service, assigning a rating of "_____."
- (vii) The Indenture, duly executed by the City and Trustee;
- (viii) A certificate of the Trustee, dated the date of Closing, certifying to the receipt of the Purchase Price of the Bonds, and such other matters as shall be stated therein;
- (ix) A copy of the Blanket Issuer Letter of Representations; and
- (x) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in writing and signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of electronically distributing and printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds;

(c) the fees and expenses of the City, the Trustee, Bond Counsel and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City's accountants, if any, in connection with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds (including without limitation the fees of counsel to the Underwriter) except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the Closing Time, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the "Act"), by entering into this Bond Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Bond Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to

penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to this Bond Purchase Agreement, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to any of this Bond Purchase Agreement, but it is subsequently determined not to apply for any reason including the repeal or amendment of the Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

13. Third Party Beneficiaries. The City agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

14. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated
4801 Main St., Suite 530
Kansas City, Missouri 64112
Attention: Public Finance Department

15. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

16. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

17. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

18. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

19. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

20. Electronic Transactions. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Name: Michael Short
Title: Managing Director – Public Finance

Accepted and agreed to as of
the date first above written:

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

SCHEDULE I
TO
BOND PURCHASE AGREEMENT

\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

Maturity Schedule

<u>Maturity</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
2022	\$,000			
2023	,000			
2024	,000			
2025	,000			
2026	,000			
2027	,000			
2028	,000			

Redemption Provisions

Redemption. The Bonds are not subject to redemption prior to maturity.

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

UNDERWRITER’S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**[\$principal amount]
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Original Purchaser”), as the original purchaser of the above-described bonds (the “Bonds”), being issued on the date of this Certificate by the City of Springfield, Missouri (the “Issuer”), certifies and represents as follows:

1. **Bond Purchase Agreement.** We have entered into a Bond Purchase Agreement (the “Bond Purchase Agreement”), dated [Dated Date], 2021 (the “Sale Date”) with the Issuer, providing for the purchase by the Original Purchaser from the Issuer of the Bonds.

2. **Receipt for Bonds.** We acknowledge receipt on the date hereof of the Bonds, consisting of fully registered Bonds numbered from R-1 consecutively upward, in authorized denominations or integral multiples thereof. The Bonds consist of “book-entry-only” certificates in a form acceptable to the Original Purchaser which have been delivered to the Depository Trust Company (“DTC”) or to the Trustee for “FAST” delivery prior to the closing of the Bonds pursuant to the rules and procedures of DTC.

3. **Compliance with Bond Purchase Agreement.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof. The Original Purchaser has complied with Section 2 of the Purchase Agreement with respect to the offer and sale of the Bonds.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

DATED: December __, 2021.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**, as underwriter

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

One-rdg. _____
P. Hrngs. _____
Pgs. 7 _____
Filed: 10-12-21 _____

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-267

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to amend the Intergovernmental
2 Agreement between the City of Springfield and the School District of
3 Springfield R-12 to share the costs of a third-party vendor to operate a
4 school crossing guard program inside the city limits of Springfield.
5 _____
6

7 WHEREAS, Council Bill 27555 authorized the City of Springfield ("City") to enter
8 into an agreement with the School District of Springfield R-12 ("District") to share the
9 costs of providing crossing guards near schools within the city limits to address safe
10 travel to and from school; and
11

12 WHEREAS, the City and District agreed to share the costs of providing crossing
13 guards near schools; and
14

15 WHEREAS, the City and District wish to modify the terms of the existing
16 agreement to allow the District to be credited for filling crossing guard vacancies with
17 District employees.
18

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:
21

22 Section 1 – The City Manager, or his designee, is hereby authorized to amend
23 the Intergovernmental Agreement with the School District of Springfield R-12 for the
24 sharing of costs for a third-party vendor to operate a school crossing guard program
25 inside the city limits of Springfield, said amendment to be substantially similar to "Exhibit
26 A," attached hereto and incorporated herein by this reference and approved by the City
27 Attorney, and to do those things necessary to carry out the intent of the Agreement.
28

29 Section 2 – This Ordinance shall be in full force and effect from and after
30 passage.
31

32 Passed at meeting: _____
33

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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-267

FILED: 10-12-21

ORIGINATING DEPARTMENT: City Manager's Office

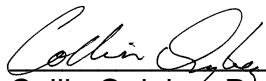
PURPOSE: To authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement ("IGA") Addendum No. 1 between the City of Springfield ("City") and the School District of Springfield R-12 ("District") for sharing the cost of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

BACKGROUND INFORMATION: The City and the District jointly entered into an IGA to share the cost of a third-party vendor for crossing guard services in 2021; however, some changes are necessary as the District assists in filling the open crossing guard positions. The City and the District have agreed to modifications to the Liability and Indemnity section and the Division of Costs section of the agreement.

In the City's contract with the vendor, the City has the ability to charge the vendor as needed for crossing guard positions that are filled in as vacancies occur. The modification to this IGA allows the District to be credited for filling those vacancies with District employees as well as amends the liability and indemnity for the District in performing these tasks.

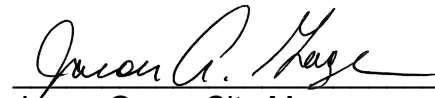
This IGA will run through the 2021-2022 school year ending on June 30, 2022.

Recommended by:



Collin Quigley, Deputy City Manager

Approved by:



Jason Gage, City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SCHOOL DISTRICT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) DEPARTMENT HEAD	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2021	TERMINATION DATE JUNE 30, 2022	CONTRACT NUMBER:	
() NEW CONTRACT (X) ADDENDUM () RENEWAL			
CITY		SCHOOL DISTRICT	
CITY OF SPRINGFIELD 840 BOONVILLE SPRINGFIELD, MO 65802 PHONE (417) FAX (417) ATTN: COLLIN QUIGLEY DEPT: CITY MANAGER'S OFFICE		SCHOOL DISTRICT OF SPRINGFIELD R-12 SPRINGFIELD, MO 65804 PHONE: FAX: ATTN:	

Intergovernmental Agreement for Crossing Guards – Addendum No. 1

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Springfield, Missouri, a municipal corporation (hereinafter referred to as the "City"), and the School District of Springfield R-12, (hereinafter referred to as the "School District"), collectively referred to as the 'Parties'.

WITNESSETH:

WHEREAS, the need for crossing guards near schools within the city limits of Springfield, Missouri continues to be a concern of both the City and the School District; and

WHEREAS, the City and School District mutually agreed to a division of costs and general conditions associated with the crossing guard program during the School Term; and

WHEREAS, the Parties wish to modify the terms of the existing Agreement.

NOW THEREFORE, the Parties mutually agree as follows:

1. That paragraph 1. Division of Costs is hereby deleted and replaced with a new paragraph 1. Division of Costs which reads as follows:

1. Division of Costs. Based upon twenty-six (26) crossing locations within the city limits of Springfield, Missouri, the maximum cost to obtain crossing guard services through a third-party vendor during the School Term, as that term is defined by Section 160.011(9) RSMo, is One Hundred Forty-Seven Thousand Five Hundred Sixty and 86/100 Dollars (\$147,560.86). The Parties agree the division of costs for the third-party vendor crossing guard contract shall be as follows:

a. Responsibilities of City:

- i. The City shall be responsible for 75% of the first One Hundred Forty Thousand Nine Hundred and 00/100 Dollars (\$140,900) owed to the third-party vendor for crossing guard services provided during the School Term and shall be responsible for 50% of any costs in excess of One Hundred

Forty Thousand Nine Hundred and 00/100 Dollars (\$140,900) for crossing guard services provided during the School Term. In no event shall the City be responsible for more than One Hundred Eight Thousand Three Hundred Thirty and 43/100 Dollars (\$108,330.43) of the annual cost of the crossing guard contract with the third-party vendor. This amount shall be subject to a pro-rated adjustment if the term of this Agreement is less than twelve (12) months.

- ii. The City shall be responsible for maintaining the contract with the third-party vendor for crossing guard services inside the city limits during the School Term and during the School District's Summer School session.
- iii. The City shall not be responsible for any funding of crossing guard services outside the city limits of Springfield, Missouri.
- iv. The City shall not be responsible for the funding of the crossing guard services provided by the third-party vendor that occur outside of the School Term, including but not limited to Summer School.
- v. In the event the School District provides crossing guard services pursuant to this Agreement, the City shall reduce any amount owed by the School District pursuant to paragraph 1.b.i. of this Agreement by \$30.00 per hour per crossing location served.

b. Responsibilities of School District:

- i. The School District shall pay for 25% of the first One Hundred Forty Thousand Nine Hundred and 00/100 Dollars (\$140,900) owed to the third-party vendor for crossing guard services provided during the School Term, and shall pay for 50% of any costs in excess of One Hundred Forty Thousand Nine Hundred and 00/100 Dollars (\$140,900) for crossing guard services provided during the School Term. In no event shall the School District pay more than Thirty-Nine Thousand Two Hundred Thirty and 43/100 Dollars (\$39,230.43) of the cost of the crossing guard contract with the third-party vendor. This amount, or pro-rated amount, will be billed monthly by the City and paid by the School District within 30 days of the statement date.
- ii. The School District shall be responsible for funding all crossing guard services that are located outside the city limits of Springfield, Missouri.
- iii. The School District shall be responsible for funding the crossing guard services contract with the third-party vendor for crossing guard services that are provided outside of the School Term.
- iv. The School District shall pay the actual cost of crossing guard services during Summer School, estimated at approximately Twenty-Eight Thousand Two Hundred Seventy and 03/100 Dollars (\$28,270.03), to the City. The actual cost of crossing guard services for the Summer School Term, or pro-rated amount, will be billed monthly and paid by the School District within 30 days of the statement date.
- v. Upon notification from Cross Safe that crossing guard services will not be provided at a given crossing location on a given day, the School District may, at its discretion, provide crossing guard services at that location. If the School District provides crossing guard services in this manner, the School District shall notify the City of the location and length of time crossing guard services were provided by the School District.

2. That paragraph 6. Liability and Indemnity is hereby deleted and replaced by a new paragraph 6. Liability and

Indemnity which reads as follows:

6. Liability and Indemnity.

- a. The Parties agree that the City has entered into a separate contract with Everything Parking Inc. d/b/a Cross Safe ("Cross Safe") to perform school crossing services for District students. The City has sole responsibility for the administration of the Cross Safe contract. The District is not a party to the Cross Safe contract and has no supervision or authority over or responsibility for the actions of Cross Safe, or its successors.
 - b. In the performance of this Contract, City and the District shall be deemed to be and shall be an independent contractor of the other. The City shall be solely responsible for the payment of all wages, contributions, benefits, assessments, and taxes earned by its employees for services provided pursuant to this Contract. The District shall be solely responsible for the payment of all wages, contributions, benefits, assessments and taxes earned by its employees for services provided pursuant to this Contract. The City and District shall separately maintain workers' compensation insurance for each of their employees who perform services pursuant to the Contract.
 - c. The City assumes any and all responsibility for personal injury and property damage attributable to the negligent acts of its employees arising out of the services they provide pursuant to this Contract, subject to the protections of the Missouri Sovereign Immunity Statute, Section 537.600 et seq. RSMo., governmental immunity and official immunity. The District assumes any and all responsibility for personal injury and property damage attributable to the negligent acts of its employees, agents and contractors, arising out of the services they provide pursuant to this Contract, subject to the protections of the Missouri Sovereign Immunity Statute, Section 537.600 et seq. RSMo., governmental immunity, official immunity and the Coverdale Act.
 - d. Notwithstanding any provision to the contrary, the City agrees to indemnify and hold the District harmless for any personal injury and property damages alleged to have been caused, in whole or in part, by District employees who have been assigned by the District to substitute for a Cross Safe employee pursuant to this Contract.
 - e. In no event shall the City be liable to the District for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. In no event shall the District be liable to the City for special, indirect, or consequential damages, except those caused by the District's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract.
 - f. Notwithstanding any provision in this Contract to the contrary, the Parties agree that the City and the District are entitled to protection for certain causes of action by Sovereign Immunity pursuant to Section 537.600 *et seq.* and otherwise by governmental immunity and official immunity and nothing in this Contract shall constitute a limitation, restriction, nullification or waiver of the right of the City or District to assert complete immunity from liability pursuant to these immunities. Further, neither the City nor the District shall be required by this Contract to purchase and carry insurance of any type which could constitute a limitation, restriction, nullification or waiver of such immunities.
3. That all other provisions of the aforementioned Contract shall remain in full force and effect.
 4. That this Addendum together with the Agreement contain the entire agreement of the parties. No modification, amendment, or waive of any of the provisions of this Agreement shall be effective unless in writing specifically

referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

SCHOOL DISTRICT OF SPRINGFIELD R-12

By: _____

Name & Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

Collin Quigley, Deputy City Manager

Approved as to Form:

Assistant City Attorney

36 Attest: _____, City Clerk

37

38 Filed as Resolution: _____

39

40 Approved as to form: Jill Bunn, Assistant City Attorney

42

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

44

EXPLANATION TO COUNCIL BILL 2021 - 270

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Declaring the intent of the City of Springfield, to annex approximately 11.5 acres of private property generally located at 1644, 1684 & 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass into the City of Springfield. (Staff recommends approval.)

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 1644, 1684 & 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass is requesting annexation into the City of Springfield (See "Exhibit B," Location Sketch). The owner(s) of the property has signed a petition requesting voluntary annexation into the City of Springfield (See "Exhibit C," Annexation Petition). The proposed annexation does not include any right-of-way from Zimmer Avenue or West Bypass. The property is within the City of Springfield's Urban Service Boundary and is contiguous to the City of Springfield. The owner is proposing to annex and rezone for a new retail and residential development.

This Resolution only initiates the proposed annexation and does not annex the property. The property is currently zoned Greene County C-2, General Commercial District. The owner is requesting that the property be rezoned to a GR, General Retail District which will be concurrently reviewed with the annexation public hearing in November. The City Council is required to hold a public hearing before the proposed annexation can be approved (see "Exhibit D," Annexation Schedule).

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

REMARKS:

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

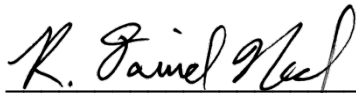
1. The area to be annexed is contiguous to the City of Springfield and within the Urban Service Area. See "Exhibit B" for the location of the private property to be annexed.
2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation.
3. The property owner has petitioned the City for annexation.

4. All City services can be provided to the property.
5. The City will receive sales and property tax revenue once annexed.

RECOMMENDATIONS:

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

Submitted by:



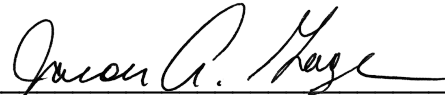
Daniel Neal, Senior Planner

Reviewed by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

- Exhibit A, Legal Description
- Exhibit B, Location Map and Sketch
- Exhibit C, Annexation Petition
- Exhibit D, Annexation Schedule

EXHIBIT A

Legal Descriptions

1644 S. Farm Road 129 (Zimmer Ave.) - All of lot two (2) Hampden Park subdivision, except the north seventy-five (75) feet of the west one hundred fifty (150) feet thereof, in Greene County, Missouri.

1600 block S. Farm Road 129 (Zimmer Avenue) (vacant lot) - All of lot three (3) in Hampden Park subdivision, in Greene County, Missouri.

1684 S Farm Road 129 (Zimmer Avenue) - Beginning at the northwest corner of lot four (4), Hampden Park, a subdivision; thence east 150 feet; thence south 123 feet; thence west 150 feet; thence north 123 feet to the beginning in Greene County, Missouri.

1706 S. Farm Road 129 (Zimmer Avenue) –

Tract I: All of the north half (N $\frac{1}{2}$) of the west 400 feet of lot five (5) Hampden Park, a subdivision in Greene County, Missouri, except that part deeded in book 1172 at page 49 in the recorder's office, Greene County, Missouri.

Tract II: All of the south one half (S $\frac{1}{2}$) of the west 400 feet of lot five (5) in Hampden Park, a subdivision in Greene County, Missouri.

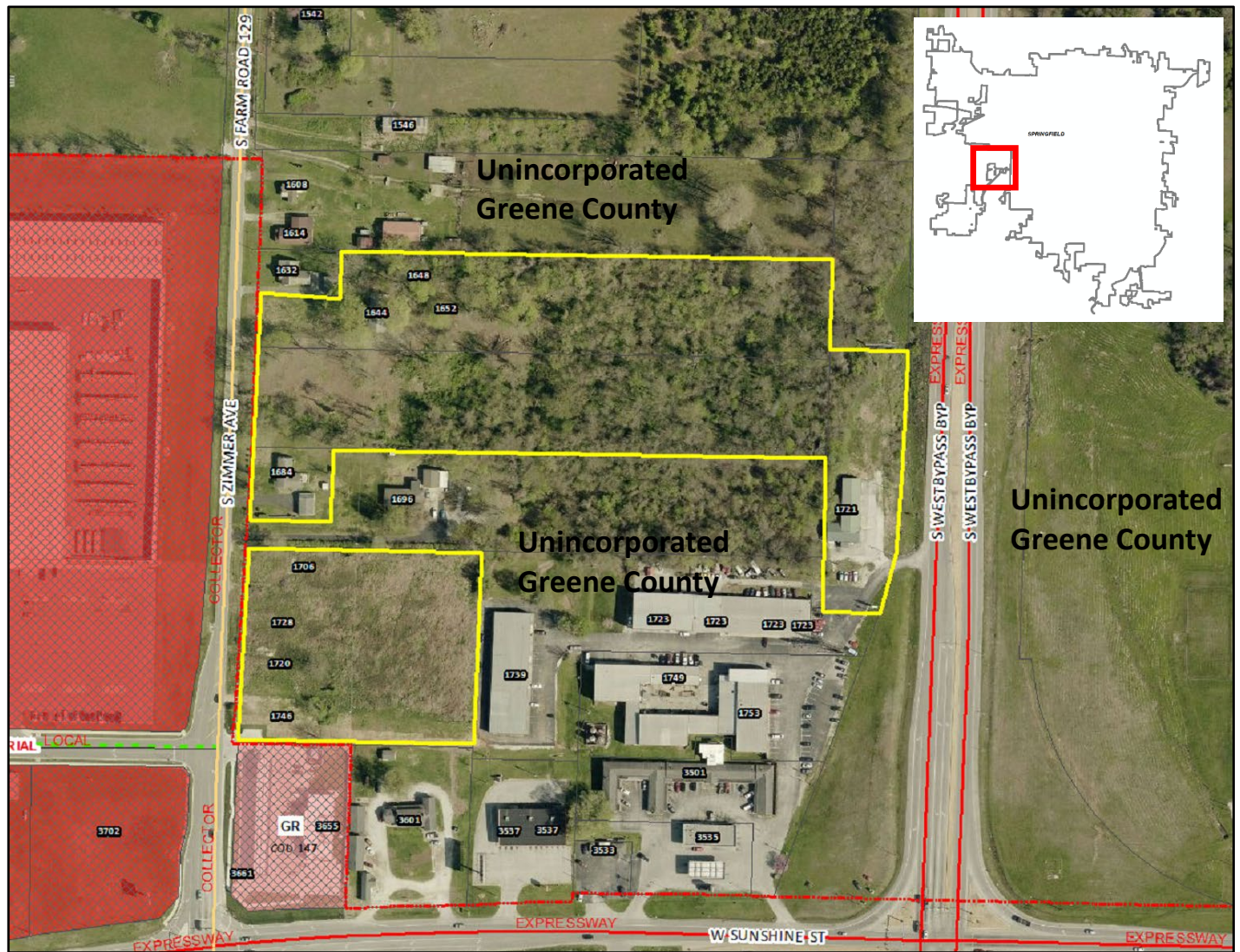
Tract III: All of the North one half (N $\frac{1}{2}$) of the west 170 feet of lot six (6), in Hampden Park, a subdivision in Greene County, Missouri.

Tract IV: All of the south half (S $\frac{1}{2}$) of the west one hundred seventy (170) feet of lot six (6) in Hampden Park, a subdivision in Greene County, Missouri.

Tract V: The east two hundred (200) feet of the west four hundred (400) feet of lot six (6) in Hampden Park subdivision, and the east thirty (30) feet of the west two hundred (200) feet of the west four hundred (400) feet of lot six (6) in Hampden Park subdivision, in Greene County, Missouri.

1721 S. West Bypass - All that part of lot sixteen (16) in Hampden Park lying west of Highway 13, except the south 538.5 feet thereof, and except the north 315 feet thereof; all in Greene County, Missouri.

EXHIBIT B: ANNEXATION INITIATION



www.olsson.com

DWG: F:\2018\2501-3000\018-2872\40-Design\Survey\SRVY\Sheets\V_BND_82872.dwg
DATE: Oct 15, 2018 4:02pm YBEE: u fong 82872 v whou 82872

All being in said Greene County, Missouri, containing 41.977 acres, more or less, except any part thereof taken, deeded or used for road or highway purposes. Subject to any easements or restrictions of record.

<u>Yes</u>	<u>No</u>
<u>X</u>	_____
<u>X</u>	_____
_____	<u>X</u>
<u>X</u>	_____

7 of 11



Voluntary Annexation Application

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

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

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ _____

*See Fee Schedule

Date of application: 10/13/21

Property Location: 1600, 1644, 1684 & 1706 S FR 129 & 1721 S West Bypass

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

Name of current property owner(s): Bibi Investments & Development LLC

If corporation, Corporate Official: _____

Mailing Address: 3111 South Ventura Ave., Springfield MO

Zip Code: 65804

Telephone: 417-493-9454

E-mail: hbainsmd@hotmail.com

PROPERTY OWNER'S SIGNATURE: ☒

[Signature]

(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Anderson Engineering, Inc.

If corporation: Corporate Official: Jared Davis

Mailing Address: 3213 S. West Bypass, Springfield, MO

Zip Code: 65807

Telephone: (417) 866-2741

E-mail: jmdavis@ae-inc.com

Current Use of the Property: Vacant

Current County Zoning: C-2

Proposed City Zoning: GR

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

see attached

PETITION

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

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

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: ☒ *H. Banno*

SIGNED: ☒ *August*

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

On this ____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, and _____ to me known to be the persons described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be married.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

"Notary Seal"

Notary Public: _____

Print Name: _____

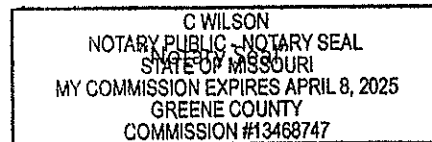
STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 13th day of October, 2021, before me appeared Harcharan Bains, to me personally known, who, being by me duly sworn did say that he/she is the President of BiBi Investments & Development LLC, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

Notary Public: C. Wilson
Print Name: C. Wilson



STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

"Notary Seal"

Notary Public: _____
Print Name: _____

EXHIBIT D

ANNEXATION SCHEDULE
ANNEXATION A-6-2021

ANNEXATION:

Initiate annexation	November 1, 2021
City Council public hearing	November 29, 2021
City Council second reading and vote	December 13, 2021

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 10-26-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-271

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,
3 precincts and council zones;' for the purpose of annexing approximately
4 2 acres of private property, generally located at 3284 North Mulroy
5 Road, and referenced as Annexation A-5-2021, into the City of
6 Springfield.
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interests of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 3284
12 North Mulroy Road; and
13

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

17 WHEREAS, proper notice was published at least seven days prior to the public
18 hearing; and
19

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

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

29 Section 1 – City Council, after holding a public hearing, hereby determines that
30 Annexation A-5-2021 of the property described in "Exhibit A," which is attached hereto
31 and incorporated herein by this reference, is reasonable and necessary to the proper
32 development of the City, the City has the ability to furnish normal municipal services to
33 the area annexed within a reasonable time, and the area is contiguous and compact to
34 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and

incorporated herein by this reference.

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

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

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

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

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: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 271

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 2 acres of private property into the City of Springfield, generally located at 3284 North Mulroy Road and referenced as Annexation A-5-2021 (Staff recommends approval).

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 3284 North Mulroy Road are requesting annexation into the City of Springfield. The owner(s) of the private properties have signed a petition to request annexation of approximately 2 acres into the City of Springfield. The property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The property currently has a single-family residence on it. The intent of the rezoning application is to facilitate the development of the subject 2 acres and surrounding 30 acres, which is already in the City, into a new commercial/retail development and subdivision. The proposed annexation does not contain any public right-of-way.

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

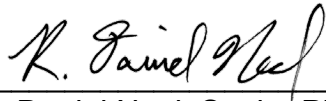
REMARKS: The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

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

Staff recommends the annexation of this private property.

Submitted by:



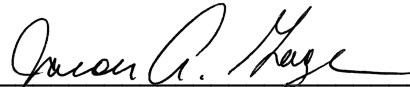
R. Daniel Neal, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-5-2021

PART OF THE EAST HALF OF LOT THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION ONE, TOWNSHIP TWENTY-NINE, RANGE 21, GREENE COUNTY, MISSOURI

VIVIAN L. MCKINZIE TRACT-

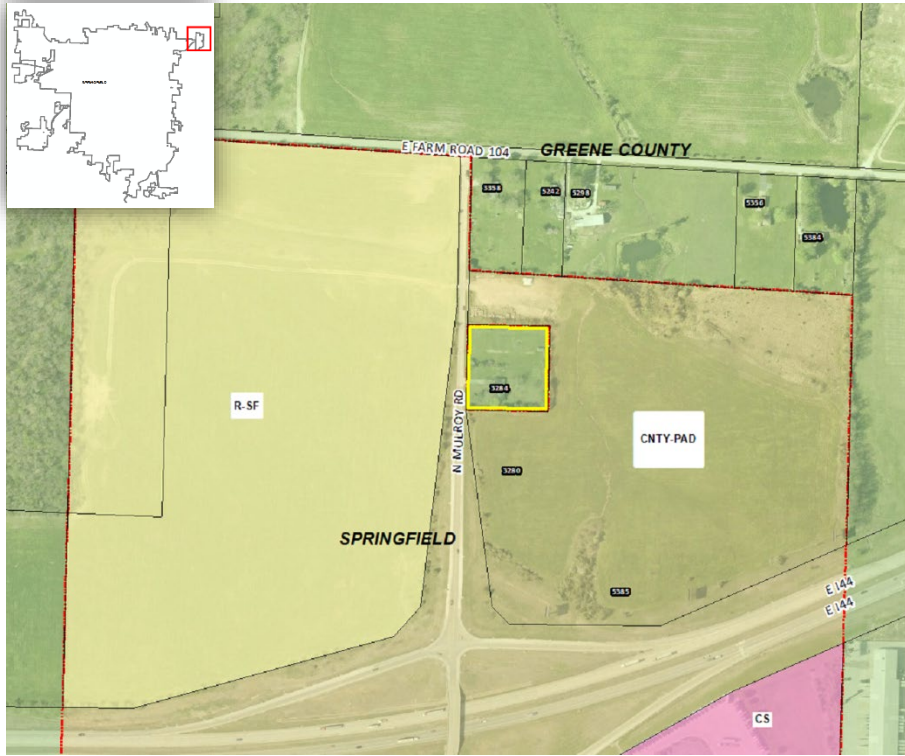
BEGINNING 596.2 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF ($E\frac{1}{2}$) OF LOT THREE (3) IN THE NORTHWEST FRACTIONAL QUARTER ($NW\frac{1}{4}$) OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE EAST PARALLEL TO THE NORTH LINE OF SAID EAST HALF ($E\frac{1}{2}$) OF LOT THREE (3) 295.3 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID EAST HALF OF LOT THREE (3) 295.3 FEET; THENCE WEST PARALLEL TO SAID NORTH LINE 295.3 FEET; THENCE NORTH 295.3 FEET TO BEGINNING, EXCEPT THE WEST 20 FEET THEREOF USED FOR ROAD PURPOSES.

Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

NOVEMBER 1, 2021



CASE NUMBER:
Annexation A-5-2021

LOCATION:
3284 N. Mulroy Rd.

ACRES:
Approximately 2 acres

EXISTING LAND USE:
Single-family residence

APPLICANT:
Vivian McKenzie

STAFF:
Daniel Neal, Senior Planner
864-1036

STAFF RECOMMENDATIONS:
Approve

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

SUMMARY OF REQUEST:

Request to annex approximately 2 acres of private property into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

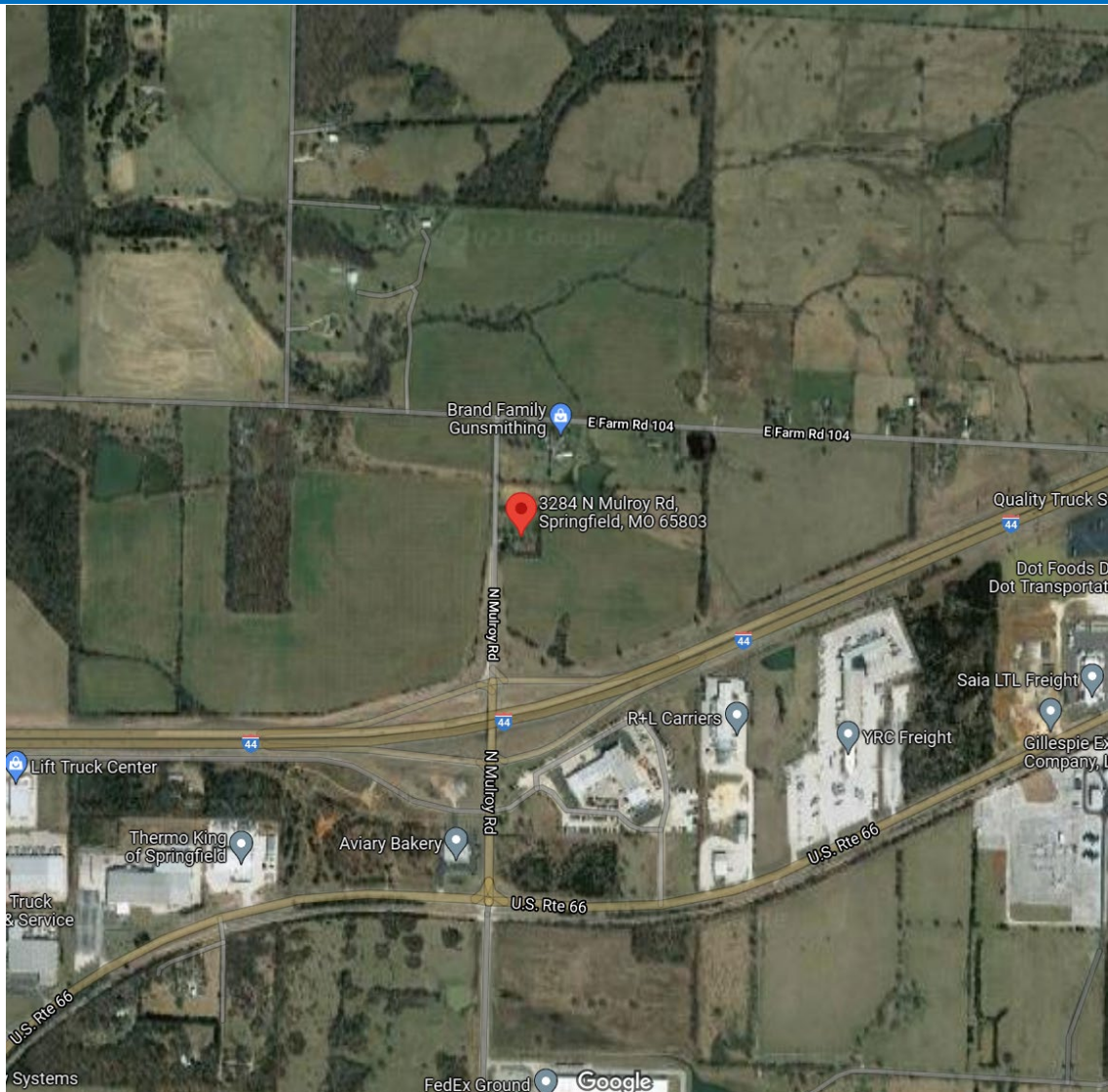
1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports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

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County PAD 933	County PAD 933	County PAD 933	R-SF
LAND USE	Agricultural, undeveloped	Agricultural, undeveloped	Agricultural, undeveloped	Agricultural, undeveloped

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

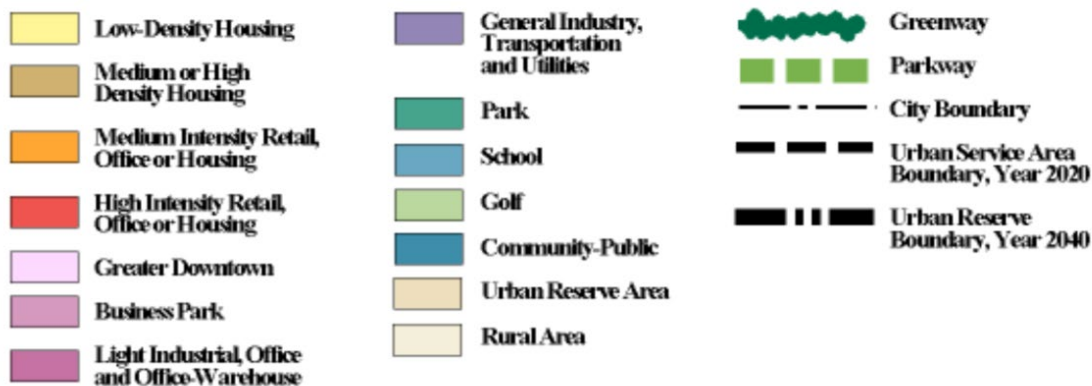


GOOGLE MAPS STREET VIEW:

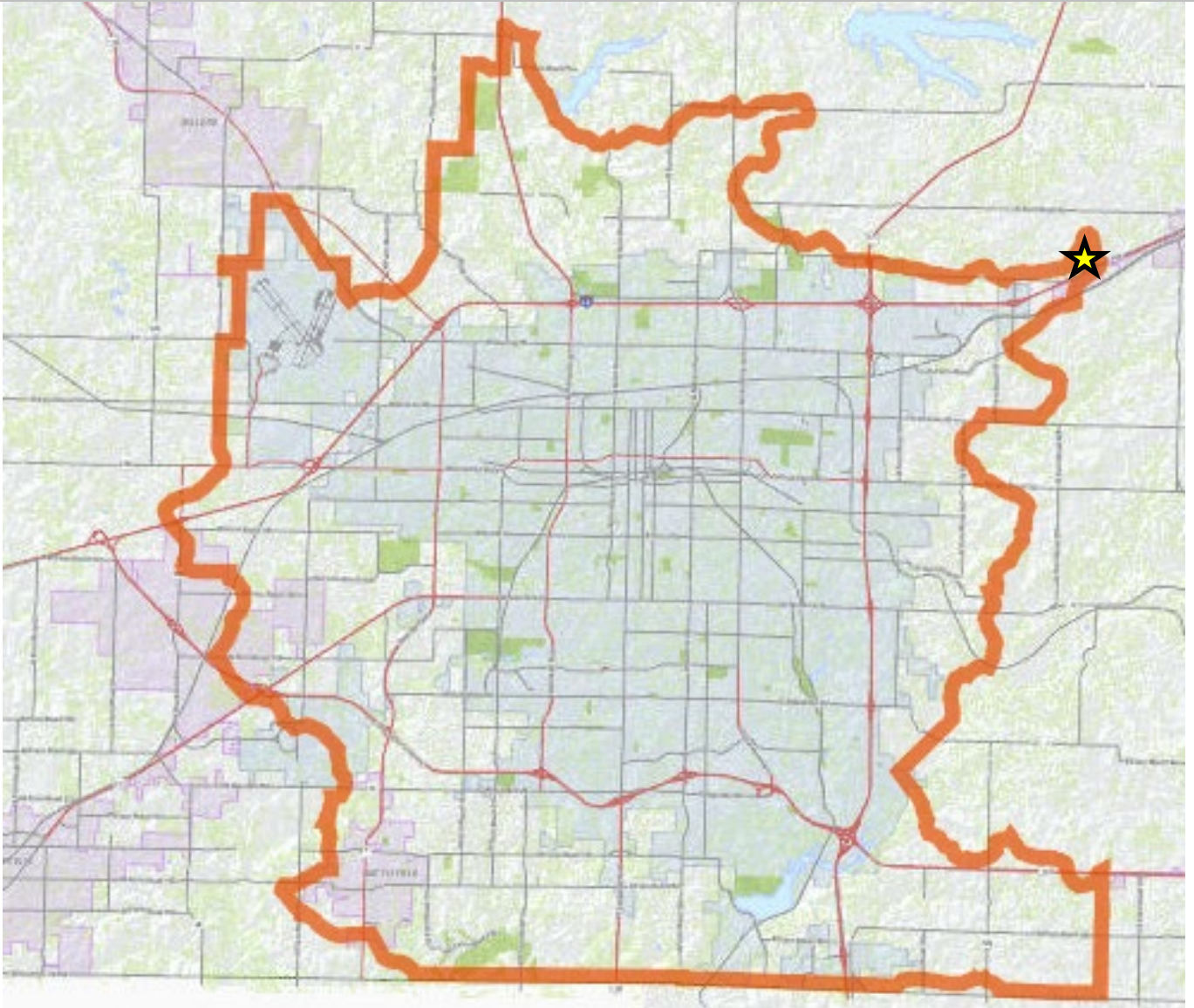


Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



Development Review Staff Report



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County R-1, Suburban Residence District and has a single-family residence on it. The annexation is being processed concurrently with a rezoning of 32 total acres along Mulroy Road and will have a public hearing at the same City Council meeting.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict. The City of Springfield and City of Strafford have an agreement that this area is within the City of Springfield's Urban Service Area for future annexation.

This area is located within the I-44 and Mulroy Road (Emerging) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property fits these criteria.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Low Density Housing uses; however, the surrounding property is zoned PAD 933 which allows for intense commercial uses and it is located near a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road) which encourages higher intensity developments. The HC District is one of the recommended districts for this area. The HC District is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 2 acres of unincorporated property generally located at 3284 N. Mulroy Road into the City of Springfield. A rezoning to HC, Highway Commercial District and preliminary plat for a proposed commercial subdivision are being processed with this annexation and will have a public hearing at the City Council meeting on November 1st. The intent of the rezoning application is to facilitate the development of the subject 2 acres and surrounding 30 acres, which is already in the City, into a new commercial/retail development and subdivision.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.
4. The proposed annexation area does not contain any known sinkholes and is not located in a FEMA designated floodplain.
5. The proposed annexation does not include public right-of-way.
6. The proposed annexation area is currently served by the Strafford Fire Protection District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

Development Review Staff Report



PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 6	Returned: 0
--	-----------	-------------

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

There are no issues with the annexation. Plans shall be duly submitted for review and building permit for future development.

CITY UTILITIES:

No issues with Annexation. Utilities will be extended to provide service as part of Cottle's Range subdivision design.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation. Property will be combined with the larger tract around it and will be served by public sewer. The property will be subject to a \$0.048 per square foot trunkline construction reimbursement fee when development occurs.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

Additional sales and property tax will be collected if property is rezoned and developed as proposed.

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #4 located at 2423 N Delaware, which is approximately 5.35 miles from the southwest corner of the property. Fire Station #3 located at 205 N Patterson is the secondary station responding to this location, which is 6.67 miles from the southwest corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile response distance by 4.3 miles for the 1st due unit. *This will have a negative impact on our ISO rating for deployment.*
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 50 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 8 minutes, 45 seconds. The 2nd due company has an estimated total response time of 10 minutes, 20 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st

Development Review Staff Report



alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will not meet the initial unit or effective response force benchmarks. This location is covered by an established automatic aid agreement to offset the initial unit total response time for a fire emergency. This will negatively impact our accreditation standard of cover.*

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 4	8-9 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 4,2,3,12	13-14 minutes	10 minutes 20 seconds	13 minutes 18 seconds

- Water Supply** – Currently there is no water supply to service the proposed area to be annexed. Commercial development associated with this annexation is currently underway with planning for improved water supply included. *All requirements and conditions of the Fire Code must be met for fire suppression water supply for the occupancy type and intended use. The Fire Department does have any concerns with the water supply for this proposed annexation after Fire Code requirements are satisfied.*
- Impact** - The Fire Department is unable to estimate the call activity due to the unique type of development. *While the Fire Department is concerned about the potential for extended total response time to this address from existing stations, adherence to the provisions of the Fire Code for fire suppression water supply and fixed fire suppression systems and supplemental coverage through an automatic aid agreement lessen the concern for impact due to lengthened travel time.*

Fire Department Recommendation: *The Fire Department is supportive of this annexation.*

MODOT COMMENTS:

No comments.

POLICE DEPARTMENT COMMENTS:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

Traffic has no objection to the annexation of this property.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Mulroy Road as a Primary Arterial roadway. The property also fronts I-44. The standard right-of-way width for N. Mulroy Road 50-feet from the centerline. It appears additional right-of-way is needed along N. Mulroy Road, which will be part of the plat that is moving forward for this property. A survey is recommended to determine the exact amount of existing right-of-way. N. Mulroy Road is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

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

Development Review Staff Report



DRIVEWAY ACCESS

There is currently two driveway access points onto the property from N. Mulroy Road. Access to this property will be allowed based on existing City of Springfield standards for a Primary Arterial.

SIDEWALK

There is not existing sidewalk along the property frontage of N. Mulroy Road. The developer is required to construct sidewalk or apply to the ARC for approval to pay a fee in lieu of, which is currently \$19 per linear foot. If approved, this fee must be paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along N. Mulroy Road. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study has been preliminarily approved by the City. The Traffic Impact Study is currently under review by MoDOT and the FHWA since there are proposed improvements at the I-44/Mulroy Road Interchange. All improvements required by the Traffic Impact Study will be completed on Public Improvement Plans approved by the City and MoDOT. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Mulroy Road	Primary Arterial	No	Varies	50
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	720	
*Proposed Trips Generated		16	67	720	
Additional Trips Generated		0	0	0	

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **South Dry Sac** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual* –

Development Review Staff Report



<https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>

2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection Manual*.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Public Works Stormwater Division	Response
Drainage Basin	South Dry Sac
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

Development Review Staff Report



ANNEXATION SCHEDULE:

ATTACHMENT 2 ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation..... October 4, 2021
City Council public hearing November 1, 2021
City Council second reading and vote November 15, 2021

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 10-26-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-272

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 32 acres of
3 property generally located at 3280 and 3284 North Mulroy Road from
4 County R-1, Suburban Residence District, and County PAD 933, to HC,
5 Highway Commercial District; establishing Conditional Overlay District No.
6 203; and adopting an updated Official Zoning Map. (Staff and Planning
7 and Zoning Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at located at 3280 and 3284 North Mulroy Road from County R-1,
12 Suburban Residence District, and County PAD 933, to HC, Highway Commercial
13 District, with Conditional Overlay District No. 203; and
14

15 WHEREAS, Conditional Overlay District No. 203 shall modify the requirements
16 of the Springfield Land Development Code Section 36-422, HC, Highway Commercial
17 District, by requiring that the property described in "Exhibit B" comply with the
18 requirements described in "Exhibit A;" and
19

20 WHEREAS, following proper notice, a public hearing was held before the
21 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
22 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
23 and said Commission made its recommendation; and
24

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

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

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

34 Section 1 – The property described in "Exhibit B," which is attached hereto and
35 incorporated herein by this reference, is hereby rezoned from County R-1, Suburban
36 Residence District, and County PAD 933, to HC, Highway Commercial District, with
37 Conditional Overlay District No. 203. Springfield Land Development Code, Section 36-
38 306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and
39 modified consistent with this Ordinance.

40
41 Section 2 – City Council hereby establishes Conditional Overlay District No. 203
42 which shall contain the requirements and standards provided in "Exhibit A," which is
43 attached hereto and incorporated herein by this reference as though set forth herein.
44 The requirements of Conditional Overlay District No. 203 shall modify the requirements
45 of the Springfield Land Development Code Section 36-422, HC, Highway Commercial
46 District, by requiring the property described on "Exhibit B" comply with the requirements
47 contained in "Exhibit A."

48
49 Section 3 – City Council hereby directs the City Manager, or designee, to update
50 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
51 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
52 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
53 rules of interpretation.'

54
55 Section 4 – The Official Zoning Map herein adopted shall be maintained and
56 archived in the same digital form in which this Council has approved its adoption.

57
58 Section 5 – This Ordinance shall be in full force and effect from and after
59 passage.

60
61 Passed at meeting: _____

62
63 _____
64 Mayor

65
66 Attest: _____, City Clerk

67
68 Filed as Ordinance: _____

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

72
73
74 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 272

FILED: 10-26-21

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 32 acres of property generally located at 3280 and 3284 North Mulroy Road from County R-1, Suburban Residence District, and County PAD 933, to HC, Highway Commercial District and establishing Conditional Overlay District No. 203. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-19-2021/ CONDITIONAL OVERLAY DISTRICT NO. 203

The applicant is proposing to rezone approximately 32 acres of property generally located at 3280 and 3284 North Mulroy Road from County R-1, Suburban Residence District, and County PAD 933, to HC, Highway Commercial District and establishing Conditional Overlay District No. 203. One of these properties (2 acres) is currently in the County; however, an annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new commercial/retail development and subdivision.

REMARKS:

The Planning and Zoning Commission held a public hearing on October 7, 2021, and recommended to approve, by a vote of 7 to 0.

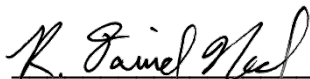
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The southern half of this request is consistent with the Growth Management and Land Use Plan element of the Comprehensive Plan, which identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing uses. The northern half is identified as Low-Density Housing on the Growth Management and Land Use Plan; however, the property was already zoned County PAD 933 when annexed in 1999 which allows Office, Light Industrial and Warehouse uses. It is also located within an Emerging Activity Center and at a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road) which encourages higher intensity developments.

2. The requested HC, Highway Commercial zoning is consistent with the existing County PAD 933 which allows for automotive services, restaurants and convenience commercial uses along the I-44 frontage and Office, restaurants, light industrial and warehousing uses to the north of a new east-west local street as identified on the preliminary plat.
3. The proposed HC zoning is consistent with commercial zoning of I-44 and Mulroy Road at the southeast quadrant which is developed and zoned CS, Commercial Services and the southwest quadrant which is developed and zoned CS and some vacant HM, Heavy Manufacturing.
4. A Conditional Overlay District has been submitted to mitigate any potential negative impacts of the Highway Commercial District to adjacent properties.

Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Brendan Griesemer, AICP
Acting Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood meeting summary

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-19-2021 & CONDITIONAL OVERLAY DISTRICT NO. 203

The requirements of *Section 36-422* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A traffic study, in a format acceptable to the City and MoDOT, shall be required at the time of development. Any improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.
2. Mulroy Road is classified as a Primary Arterial which requires 50-ft of right of way from the centerline. The right of way varies along this portion of Mulroy Road. 50-ft of right of way is required as part of the preliminary plat running concurrently with this zoning case or can be dedicated prior to the issuance of a building permit.
3. Per City Code Section 36-471, sidewalk is required to be constructed along the property frontage of Mulroy Road or a fee in lieu of request submitted and approved by the ARC. If approved, the fee must be paid prior to issuance of a building permit.
4. There is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer. This is based on the area of the property connecting. This fee is typically collected as part of the engineering and inspection fees for the public improvements but does not include the sewer impact permit fee collected as part of the building plans.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-19-2021 & CONDITIONAL OVERLAY DISTRICT NO. 203

PART OF THE EAST HALF OF LOT THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION ONE, TOWNSHIP TWENTY-NINE, RANGE 21, GREENE COUNTY, MISSOURI.

3280 N. Mulroy Road - BEGINNING AT AN IRON PIN SET ON THE EAST SIDE OF THE COUNTY ROAD, 415 FEET SOUTH AND 1339.5 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF LOT THREE (3) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL $\frac{1}{4}$) SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE SOUTH ALONG THE EAST LINE OF THE COUNTY ROAD 181.4 FEET; THENCE EAST 276 FEET TO AN IRON PIN; THENCE SOUTH 295.6 FEET TO AN IRON PIN; THENCE WEST 276 FEET TO THE EAST LINE OF THE COUNTY ROAD; THENCE SOUTH ALONG THE EAST LINE OF THE COUNTY ROAD 210.8 FEET TO THE RIGHT-OF-WAY OF INTERSTATE HIGHWAY #44; THENCE EAST 11.6 FEET; THENCE SOUTHERLY ALONG THE HIGHWAY RIGHT-OF-WAY 290.6 FEET TO A RIGHT-OF-WAY MARKER; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY #44, 1367.93 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SAID SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE NORTH ALONG SAID EAST LINE 858.6 FEET; THENCE WEST AT AN INTERIOR ANGLE OF 91°50' 1338 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT THAT PART OF THE NORTH 2.4 FEET OF SAID TRACT WHICH OVERLAPS THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF (E $\frac{1}{2}$) OF LOT THREE (3) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL $\frac{1}{4}$) OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE SOUTH 417.4 FEET; THENCE EAST 348.7 FEET; THENCE NORTH 417.4 FEET; THENCE WEST 348.7 FEET TO THE BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

AND

A PARCEL OF LAND IN THE EAST HALF (E $\frac{1}{2}$) OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST WHICH IS DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE NORTH 23°51'56.4" EAST A DISTANCE OF 5447.4208 FEET, TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE ON A CURVE, DEFLECTION RIGHT, WITH A 640.648 FOOT RADIUS FROM A TANGENT BEARING NORTH 64°51'56.4" WEST, A DISTANCE OF 303.569 FEET; THENCE SOUTH 25°08'03.6" WEST A DISTANCE OF 1.137 FEET TO A POINT;

THENCE NORTH 63°06'26.9" WEST A DISTANCE OF 236.188 FEET TO A POINT;
THENCE ON A CURVE, DEFLECTION LEFT, WITH A 712.278 FOOT RADIUS, A
DISTANCE OF 117.732 FEET TO A POINT; THENCE SOUTH 07°11'49" EAST A
DISTANCE OF 164.734 FEET; THENCE SOUTH 47°16'09.7" EAST A DISTANCE OF
77.085 FEET; THENCE NORTH 89°26'55.2" EAST A DISTANCE OF 537.381 FEET
TO THE POINT OF TRUE BEGINNING.

AND

3284 N. Mulroy Road - BEGINNING 596.2 FEET SOUTH OF THE NORTHWEST
CORNER OF THE EAST HALF (E½) OF LOT THREE (3) IN THE NORTHWEST
FRACTIONAL QUARTER (NWFR¼) OF SECTION ONE (1), TOWNSHIP TWENTY-
NINE (29), RANGE TWENTY-ONE (21); THENCE EAST PARALLEL TO THE NORTH
LINE OF SAID EAST HALF (E½) OF LOT THREE (3) 295.3 FEET; THENCE SOUTH
PARALLEL TO THE WEST LINE OF SAID EAST HALF OF LOT THREE (3) 295.3
FEET; THENCE WEST PARALLEL TO SAID NORTH LINE 295.3 FEET; THENCE
NORTH 295.3 FEET TO BEGINNING, EXCEPT THE WEST 20 FEET THEREOF
USED FOR ROAD PURPOSES.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-19-2021 & CONDITIONAL OVERLAY DISTRICT NO. 203
Planning and Zoning Commission – October 7, 2021

Z-19-2021 w/COD #203

3280 & 3284 North Mulroy Road

Applicant: Vivian L. McKinzie and Childress Family, LP

Mr. Hosmer stated that this a request to rezone approximately 32 acres of property generally located at 3284 N. Mulroy Rd. from County R-1, Suburban Residence District and County PAD 933 to HC, Highway Commercial District and establishing Conditional Overlay District No. 203. There is an annexation request for the smaller tract in County. The proposed Conditional Overlay District will:

- Require a Traffic Study at the time of development to MoDOT and City,
- 50 feet of ROW and sidewalk along Mulroy Rd,
- Sewer connection fee.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. John Chamberlin, Kansas City has no issues with the staff report and here to answer any questions.

Mr. Michael Brand, Strafford (lives just north of the proposed development) and believes that the current flooding issues will be worse and stated that when it was originally woodland and before it was turned onto pasture/hay fields there was no flooding or run off problems, but since it has been turned into pasture there is significant flooding to the barn and area and cannot navigate through it. He also noted that he is on well water (water table) and does not like the idea of his cattle and his family drinking contaminated water with oil.

Mr. Jerry Tolbert, Strafford, lives east of the proposed development on 28 acres and is pleased with the proposed development and is in favor the rezoning.

Mr. Doennig closed the public hearing.

Mr. Jobe wanted to clarify the density of the use and any allowable activity does not have a greater use than the county.

Mr. Hosmer noted the county would allow offices, light industrial, etc., and would a lot more intense (county zoning).

Mr. Knuckles noted that the site will have to comply with stormwater requirements and asked that Chris Dunnaway explain the requirements for detention of stormwater.

Mr. Dunnaway stated they will have to provide stormwater detention and have the rates to what they are today and provide water quality.

Mr. Doennig asked where the detention basins will drain.

Mr. Dunnaway stated that they will probably be towards to lower area (pond).

Mr. Colony noted that there is an existing 30" culvert and will it go across the property to the north.

Mr. Dunnaway noted the stormwater has to convey across the property.

Mr. Doennig asked a hypothetical question for stormwater. If this property was developed like a FedEx warehouse, would that have the same run off to what is being proposed in terms of quantity.

Mr. Dunnaway noted that they will design to percentage of the impervious area.

Mr. Knuckles said about the two detention basins on site and will be severely intense impervious surface.

Mr. Dunnaway noted the change from pasture to concrete and rooftop and they provide large storage area to provide for volume to allow same rate as of today.

Mr. Colony wanted to ask how the staff/developers would be aware of these issues.

Mr. Hosmer noted that the developers will have to comply with all requirements and standards.

Ms. Bruce asked if the rezoning goes through, would the property be allowed to pay a fee in lieu of on-site detention?

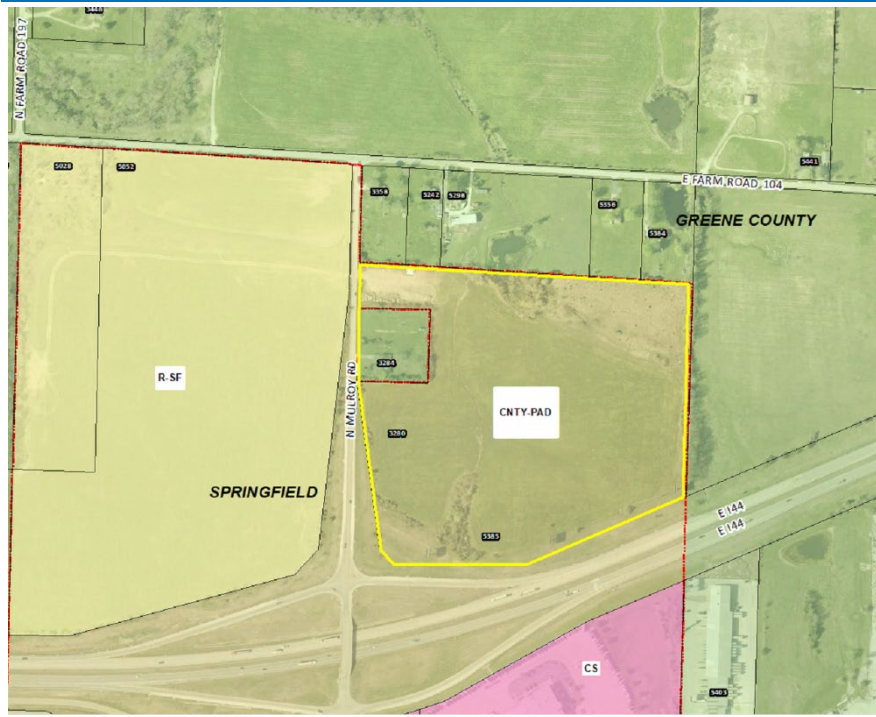
Mr. Hosmer stated they will have to provide detention.

COMMISSION ACTION: Mr. Jobe motioned to **approve** Z-19-2021 w/COD #203 (3280 & 3284 North Mulroy Road). Ms. Bruce seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce, Jobe, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin and Lebeck.



Bob Hosmer, AICP, Planning Manager

Development Review Staff Report

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


October 7, 2021

November 1, 2021

CASE: Z-19-2021 w/COD #203**ACRES:** Approximately 32 acres**LOCATION:** 3284 N. Mulroy Rd.**EXISTING LAND USE:** Single-family residence, billboards and vacant/undeveloped land**APPLICANT:** Vivian L. McKinzie & Childress Family LP**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 32 acres of property generally located at 3284 N. Mulroy Rd. from County R-1, Suburban Residence District and County PAD 933 to HC, Highway Commercial District and establishing Conditional Overlay District No. 203.

FINDINGS FOR STAFF RECOMMENDATIONS:

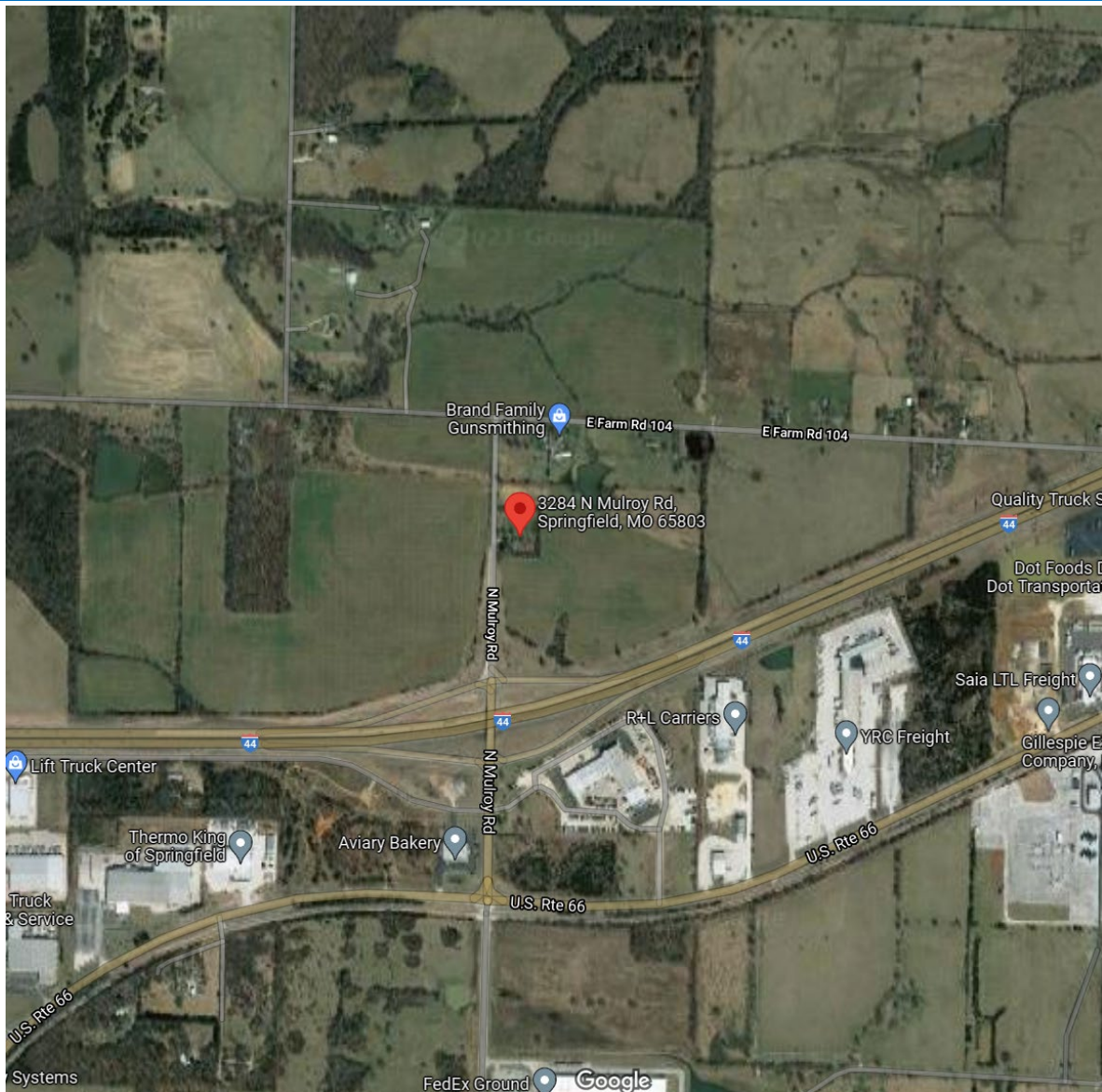
1. The southern half of this request is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing uses. The northern half is identified as Low-Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County PAD 933 when annexed in 1999 which allows Office, Light Industrial and Warehouse uses. It is also located within an Emerging Activity Center and at a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road) which encourages higher intensity developments.
2. The requested HC, Highway Commercial zoning is consistent with the existing County PAD 933 which allows for automotive services, restaurants and convenience commercial uses along the I-44 frontage and Office, restaurants, light industrial and warehousing uses to the north of a new east-west local street as identified on the preliminary plat.
3. The proposed HC zoning is consistent with commercial zoning of I-44 and Mulroy Rd. at the southeast quadrant which is developed and zoned CS, Commercial Services and the southwest quadrant which is developed and zoned CS and some vacant HM, Heavy Manufacturing.
4. A Conditional Overlay District has been submitted to mitigate any potential negative impacts of the Highway Commercial District to adjacent properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-1 and R-1	CS	County R-1	R-SF
LAND USE	Single-family residential	Commercial uses	Agricultural/undeveloped	Agricultural/undeveloped

Development Review Staff Report

SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)

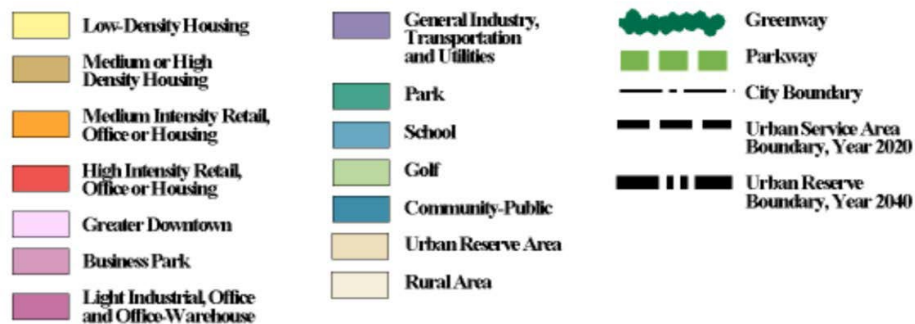
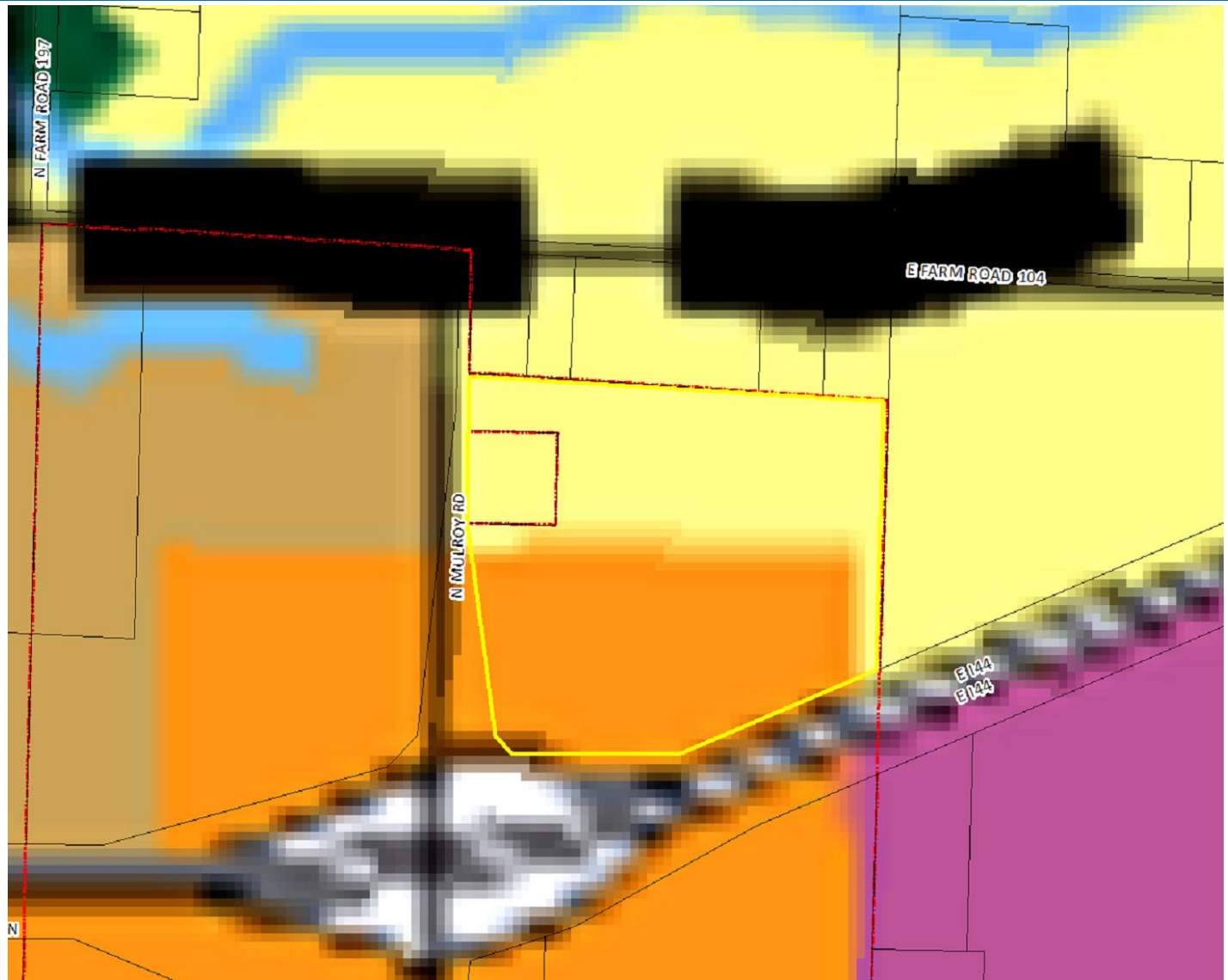


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject properties are currently located in Greene County and zoned County R-1, Suburban Residence District and Plot Assignment District No. 933. The rezoning is being processed concurrently with an annexation of 2 acres along Mulroy Road and will have a public hearing during the same City Council meetings. The remaining 30 acres were annexed and rezoned in 1999.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HC
Minimum Yard Requirements	<i>Front yard:</i> Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 20 percent.
BULK PLANE	BUFFERYARD AND LANDSCAPING
30-degree bulk plane is required from the boundaries of a R-SF zoning district.	36-482-12- (f)

Development Review Staff Report



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The southern half of this request is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing uses. The northern half is identified as Low-Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County PAD 933 when annexed in 1999 which allows Office, Light Industrial and Warehouse uses. It is also located within an Emerging Activity Center and at a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road) which encourages higher intensity developments.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 32 acres of property generally located at 3284 N. Mulroy Rd. from County R-1, Suburban Residence District and County PAD 933 to HC, Highway Commercial District and establishing Conditional Overlay District No. 203. One of these properties (2 acres) are currently in the County; however, an annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new commercial/retail development and subdivision.
2. The uses within the HC district are consistent with current uses allowed on these properties. The current zoning of Plot Assignment District 933 allows for similar uses as in the HC district along I-44 (e.g. retail, restaurant, automotive garage and office uses). The northern portion allows for office and light industrial warehouse uses which would be most similar to the Office and Light Industrial Districts. The current PAD is showing an east-west outer road to be constructed between the lots that front I-44 and office/warehouse uses to the north. The applicant is proposing the Highway Commercial zoning district for both properties.
3. The proposed Highway Commercial zoning district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. The Highway Commercial district is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate or other limited-access streets. These properties are located at a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road). This area has not changed since the adoption of the *Comprehensive Plan* and the *Plan* identifies this area as an Emerging Activity Center which should be developed at higher intensities.
4. A Conditional Overlay District has been submitted to mitigate any potential impacts of the HC zoning. The requirements of the COD include a Traffic Impact Study to be submitted at the time of development and approved by MODOT and Public Works. Any improvements that are identified in the traffic study shall be constructed at the expense of the developer. Any additional right-of-way required for I-44 or Mulroy Road shall be provided at the time of platting or development. Sidewalk is required to be constructed along the property frontage of Mulroy Road or a fee in lieu of request submitted and approved by the ARC. Also, there is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer to recover the costs of extending sanitary sewer to this area. This cost recovery is based on the area of the property connecting.
5. A Traffic Impact Study has been preliminarily approved by the City. The Traffic Impact Study is currently under review by MoDOT and the FHWA since there are proposed improvements at the I-44/Mulroy Road Interchange. All improvements required by the Traffic Impact Study will be completed on Public Improvement Plans approved by the City and MoDOT. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit. With these improvements, the proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic or impact traffic safety in the vicinity.
6. The applicant has not included a site plan as part of the proposed rezoning and COD; however, they have submitted a preliminary plat to subdivide the properties called Cottles Range Subdivision that is running concurrently with this rezoning.
7. The subject properties will construct stormwater facilities to serve the property and will not substantially impact the adjacent area. The subject property has existing city utilities and public sewer to serve the properties and additional extensions and upgrades to city utilities services will be made as part of the subdivision.

Development Review Staff Report



8. The proposed zoning will not correct an error in the application but rather provide a viable use of the property subject to the provisions of the HC zoning district. The proposed zoning will not deny the property owner of any reasonable viable economic use because the HC zoning is similar to the current PAD 933 permitted uses.
9. The subject properties have 3 existing billboards which will need to be evaluated at the time of development to determine whether they meet the current sign code with new on-premise signs or will need to modify or remove them.
10. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on September 14, 2021, regarding the rezoning request. A summary of the meeting is attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 6 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to rezoning however we have the following review comments:

1. There is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer. This is based on the area of the property connecting. This fee is typically collected as part of the engineering and inspection fees for the public improvements but does not include the sewer impact permit fee collected as part of the building plans.
2. Public improvement plans are required. Public improvement plans for sanitary sewer to be designed and constructed to city specs. Submit public improvement plans for review via ProjectDox. Engineering and inspection fees of 5.34% of the approved contract amount plus the trunkline connection fee must be paid prior to filing the plans.
3. The public improvements must be approved and constructed or escrowed before any building permits can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements. No objection to escrow of the public sewer extension.

FIRE DEPARTMENT:

Fire has no issues with the proposed rezoning.

CITY UTILITIES:

City Utilities has no issues with the proposed rezoning.

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **South Dry Sac** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual* – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection Manual*.

Development Review Staff Report



3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Public Works Stormwater Division	Response
Drainage Basin	South Dry Sac
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Mulroy Road as a Primary Arterial roadway. The property also fronts I-44. The standard right-of-way width for N. Mulroy Road 50-feet from the centerline. It appears additional right-of-way is needed along N. Mulroy Road, which will be part of the plat that is moving forward for this property. A survey is recommended to determine the exact amount of existing right-of-way. N. Mulroy Road is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

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

DRIVEWAY ACCESS

There is currently two driveway access points onto the property from N. Mulroy Road. Access to this property will be allowed based on existing City of Springfield standards for a Primary Arterial.

SIDEWALK

There is not existing sidewalk along the property frontage of N. Mulroy Road. The developer is required to construct sidewalk or apply to the ARC for approval to pay a fee in lieu of, which is currently \$19 per linear foot. If approved, this fee must be paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along N. Mulroy Road. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study has been preliminarily approved by the City. The Traffic Impact Study is currently under review by MoDOT and the FHWA since there are proposed improvements at the I-44/Mulroy Road Interchange. All improvements required by the Traffic Impact Study will be completed on Public Improvement Plans approved by the City and MoDOT. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Mulroy Road	Primary Arterial	No	Varies	50

Development Review Staff Report



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

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-19-2021 & CONDITIONAL OVERLAY DISTRICT NO. 203

The requirements of Section 36-422 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A traffic study, in a format acceptable to the City and MoDOT, shall be required at the time of development. Any improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.
2. Mulroy Road is classified as a Primary Arterial which requires 50-ft of right of way from the centerline. The right of way varies along this portion of Mulroy Road. 50-ft of right of way is required as part of the preliminary plat running concurrently with this zoning case or can be dedicated prior to the issuance of a building permit.
3. Per City Code Section 36-471, sidewalk is required to be constructed along the property frontage of Mulroy Road or a fee in lieu of request submitted and approved by the ARC. If approved, the fee must be paid prior to issuance of a building permit.
4. There is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer. This is based on the area of the property connecting. This fee is typically collected as part of the engineering and inspection fees for the public improvements but does not include the sewer impact permit fee collected as part of the building plans.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Cnty-Pad to HC Highway Commercial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: September 14, 2021; 4:00-6:30 PM
3. Meeting Location: Strafford Branch Library 101 MO-125, Strafford, Mo. 65757
4. Number of invitations that were sent: 16 invitations
5. How the mailing list was generated: City Planning Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 7
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).

1. Site stormwater runoff; Explained the proposed Bucee's development will provide two detention ponds to control site stormwater.

2. Roundabouts; Will pickup truck and trailer and buses be able to negotiate the roundabouts? The roundabouts are sized to accommodate WB-67 tractor-trailer combination which exceeds the requirements of buses or pickups with trailer.

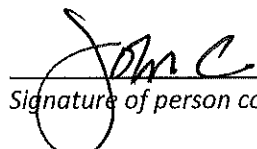
3. Lots on north side of Bucee's Blvd; What are the intended uses? Unknown at this time but could be any use allowed by the City based on the HC zoning.

4. Concerns with roundabout safety; Explained that once familiar with roundabouts they are much safer.

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

None received

I, John Chamberlin (print name), attest that the neighborhood meeting was held on 9-14-21 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

John Chamberlin
Printed name of person completing affidavit

SIGN IN SHEET

Kimley»»Horn

Expect More. Experience Better.

Job _____ Subject _____

Sheet No. _____ of _____
Job No. _____

Designed By _____ Date _____ Checked By _____ Date _____

Christy Brand
Grace Brand

CARL KING
KRISTY KING

Jerry Tolbert

Sandy Strecker

Jerry Snyder

One-rdg. _____
P. Hrngs. X
Pgs. 27
Filed: 10-26-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-273

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 454 for the purpose of authorizing an
2 automobile washing business to operate as a conditional use within
3 the GR, General Retail District, generally located at 3015 East
4 Sunshine Street. (Staff and Planning and Zoning Commission
5 recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a public hearing on
13 October 7, 2021, made recommendations regarding specific findings of fact on the
14 proposed conditional use, and found that the necessary conditions existed for issuance
15 of Conditional Use Permit No. 454 for the property located at 3015 East Sunshine Street
16 and zoned GR, General Retail District; and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy all applicable standards of the Land Development Code for issuance of
20 Conditional Use Permit No. 454; and
21

22 WHEREAS, the granting of such permit is deemed proper, and it is not found to
23 harm the community or injure the value, lawful use, and reasonable enjoyment of
24 properties in the vicinity of 3015 East Sunshine Street.
25

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

29 Section 1 – City Council adopts the Commission’s specific findings of fact on the
30 proposed conditional use, and Conditional Use Permit No. 454 is hereby granted in
31 accordance with and subject to the provisions of Section 36-363 of the Land
32 Development Code. Conditional Use Permit No. 454 is granted for the purpose of
33 authorizing an automobile washing business to operate as a conditional use within the

GR, General Retail District, located at the property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, and which is generally located at 3015 East Sunshine Street.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the "Requirements for Conditional Use Permit 454" described in "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit A" and "Exhibit D – Attachment 2" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 5." "Exhibit D" is attached hereto and incorporated herein by this reference in its entirety.

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 273

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an automobile washing business as a conditional use within a GR, General Retail District, generally located at 3015 East Sunshine Street. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 454

The applicant is requesting approval of a Conditional Use Permit for an automobile washing business on the subject property within a GR, General Retail District. The Zoning Ordinance requires a use permit in the GR, General Retail District for an automobile washing business. The applicant is proposing to construct and operate a new automobile washing business.

CONDITIONS:

1. The regulations and standards listed on Exhibit D - Attachment 3 shall govern and control the use and development of the land in Use Permit Number 454 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5").

FINDINGS FOR STAFF RECOMMENDATION:

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

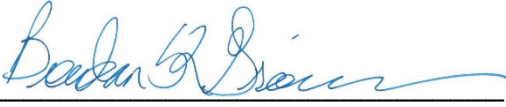
REMARKS: The Planning and Zoning Commission held a public hearing on October 7, 2021, and recommended approval, by a vote of 6 to 1 of the proposed Conditional Use Permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached "Exhibit A").

Submitted by:


Michael Sparlin, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 454

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 454

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Affidavit of Neighborhood Notification and Meeting Summary and
Neighborhood comments

Attachment 5, Proposed Site Plan

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 454

1. An automobile washing business is permitted in conformance with Attachment 5.
2. The automobile washing business shall comply with all the standards listed in Attachment 3.
3. A buffer yard "Type F" is required along the north property line adjacent to R-SF zoned property.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 454

BEGINNING 30 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE EAST 330 FEET; THENCE NORTH 366 FEET; THENCE WEST 330 FEET; THENCE SOUTH 366 FEET, TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES, IN GREENE COUNTY, MISSOURI. EXCEPT A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21) WEST; MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION TWENTY-EIGHT (28); THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$), A DISTANCE OF 45 FEET, MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET) AS IT NOW EXISTS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) A DISTANCE OF 351.27 FEET; THENCE ON AN ANGLE TO THE RIGHT FROM THE LAST DESCRIBED COURSE $91^{\circ}08'55''$ A DISTANCE OF 183.50 FEET TO A NEW POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 146.50 FEET; THENCE ON AN ANGLE TO THE RIGHT FROM THE LAST DESCRIBED COURSE $88^{\circ}51'05''$ A DISTANCE OF 351.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET) AS IT NOW EXISTS; THENCE ON AN ANGLE TO THE RIGHT FROM THE LAST DESCRIBED COURSE $91^{\circ}08'55''$ AND ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 152.20 FEET; THENCE ON AN ANGLE TO THE RIGHT FROM THE LAST DESCRIBED COURSE $89^{\circ}45'52''$ A DISTANCE OF 351.20 FEET TO THE NEW POINT OF BEGINNING, ALL BEING IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 454
Planning and Zoning Commission – October 7, 2021

Conditional Use Permit 454

3015 East Sunshine Street

Applicant: Ozarks Motors & Supply Company

Mr. Hosmer stated that this a request to approve a Conditional Use Permit for the purpose of authorizing an automobile washing business within the GR, General Retail District generally located at 3015 East Sunshine Street. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, or Housing. The Transportation Plan classifies Sunshine Street as a Primary Arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. The CUP will allow a car wash in compliance with the approved site plan. A Type F buffer yard with fence will be provided between R-SF and GR/car wash. The application meets the approval standards for the conditional use permit. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Aaron Hargrave, 3213 S. West Bypass; Springfield here to answer any questions.

Mr. Bruce Colony asked if they intend to recycle the wastewater from their business.

Mr. Hargrave noted that they are intending to recycle the wastewater.

Mr. Knuckles asked about how much water will be used before they start recycling and what about the leftover grit and residue.

Mr. Hargrave noted that he is not sure on how much wastewater will be released before recycling but said the grit and residue will be separated.

Mr. Doennig closed the public hearing.

Mr. Colony asked about the requirements for this type of operation.

Mr. Hosmer noted that the City does have a noise and light ordinance but does not regulate them on their recycling wastewater.

COMMISSION ACTION: Mr. Knuckles motioned to **approve** Conditional Use Permit 454 (3015 East Sunshine Street) with staff responses in attachment 3 & 4, as the specific findings of fact on the proposed conditional use. Ms. Ogilvy seconded the

motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce, and Jobe. Nays: Broekhoven. Abstain: None. Absent: Coltrin and Lebeck.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', enclosed within a thin black rectangular border.

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

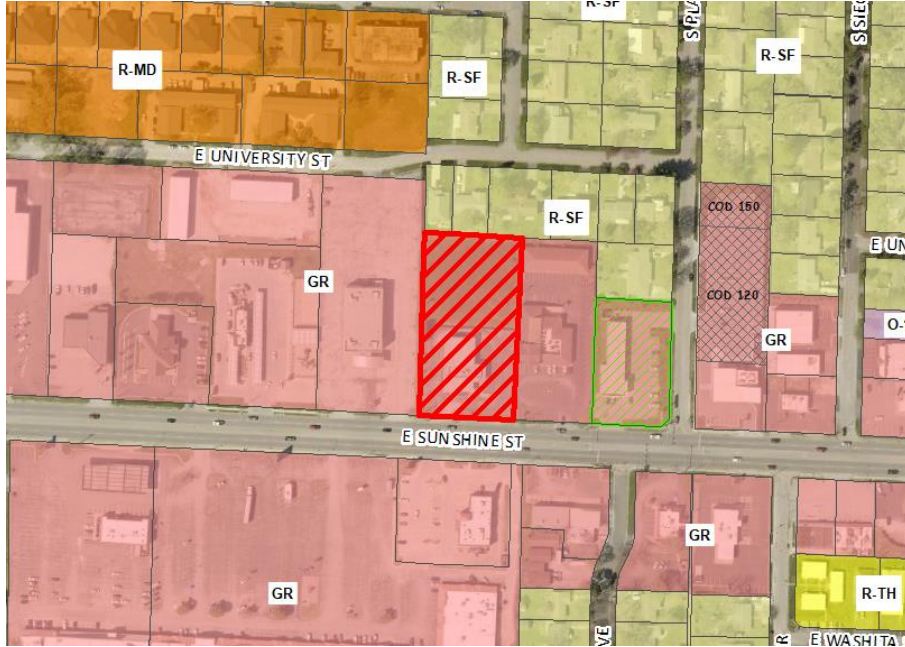


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

OCTOBER 7, 2021

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 1, 2021



CASE NUMBER:

Conditional Use Permit 454

LOCATION: 3015 East Sunshine Street

ACRES: Approximately 1.46 acres

EXISTING LAND USE: Vacant land

APPLICANT: Ozark Motors & Supply Co.

STAFF: Michael Sparlin, Senior Planner

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to adopt the Staff Responses in Attachment 3, as the specific findings of fact on the proposed conditional use, and I move to approve CUP 454. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

This is a request to permit an automobile washing business as a Conditional Use Permit within a GR, General Retail District generally located at 3015 East Sunshine Street.

FINDINGS FOR STAFF RECOMMENDATION:

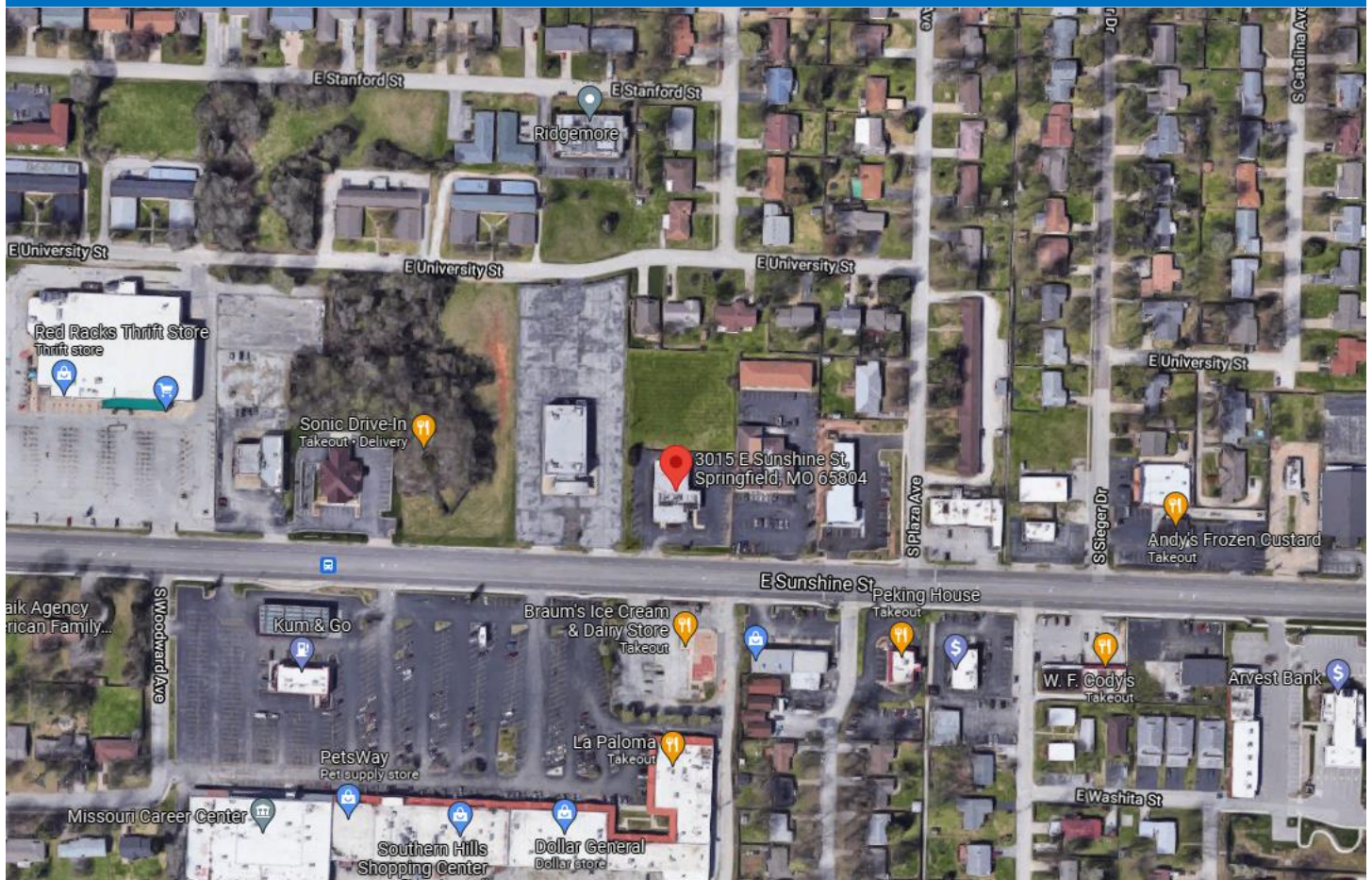
1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	GR	GR	GR
LAND USE	Single-family residence	Restaurant, Commercial Shopping center	Restaurant, Commercial Shopping center	Commercial uses

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

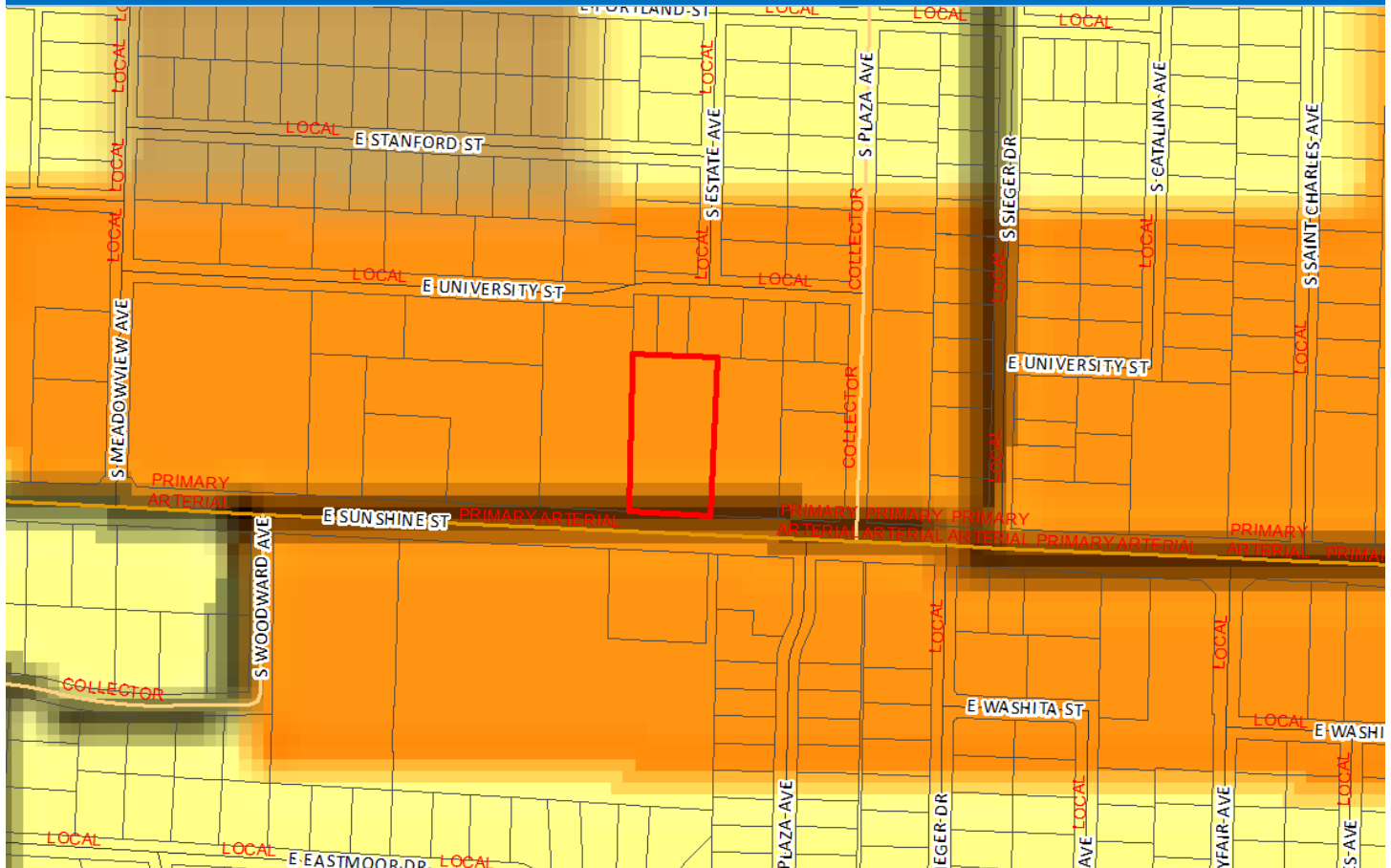


STREET VIEW:



Development Review Staff Report

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

Development Review Staff Report



PROPERTY HISTORY:

The subject property has been zoned GR, General Retail since the City-wide remapping in 1995.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

STAFF COMMENTS:

Development Review Staff Report



1. The applicant is requesting approval of a Conditional Use Permit for an automobile washing business on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automobile washing business.
2. Approval of this request will provide for the redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. A bufferyard "Type F" is required along the north property line adjacent to R-SF zoned property which includes a six-foot solid masonry/brick wall or solid evergreen hedge and required plantings.
4. A Traffic Impact Study is not required as the trips generated by the conditional use permit do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak.
5. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on September 16, 2021 regarding the rezoning request. A summary of the meeting is attached (Attachment 4)

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 15 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 CONDITIONAL USE PERMIT 454

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to CUP. Public sewer is available for the development.

FIRE DEPARTMENT COMMENTS:

No issues.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

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. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual*
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection Manual*.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Sunshine Street as a Primary Arterial roadway. The standard right-of-way width for E. Sunshine Street is 50-ft from the Centerline. It appears that 5-ft of additional right-of-way is needed along E. Sunshine St. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. E. Sunshine Street is a MoDOT-maintained street.

Development Review Staff Report



TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on this section of E. Sunshine Street. On-street parking is not allowed along E. Sunshine Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. Sunshine Street. No additional access will be allowed.

SIDEWALK

There is existing sidewalk along the property frontage of E. Sunshine Street. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are two bus stops in the vicinity of this property along E. Sunshine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required.

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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Sunshine St	Primary Arterial	No	45	50
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		9	27	125	
*Proposed Trips Generated		N/A	77	N/A	
Additional Trips Generated		N/A	50	N/A	

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

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments.

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 454

1. An automobile washing business is permitted in conformance with Attachment 5.
2. The automobile washing business shall comply with all the standards listed in Attachment 3.
3. A bufferyard "Type F" is required along the north property line adjacent to R-SF zoned property.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 454

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	Yes. A conditional use permit allowing for an automobile washing business in this location is consistent with the City of Springfield Comprehensive Plan. The Growth Management and Land Use Plan identifies this section of Sunshine Street as "Medium-Intensity Retail, Office, or Housing" and the site is located near the U.S. 65 & Sunshine Street Activity center. General Retail, the current zoning is listed	This application is consistent with the <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> which designates this area as appropriate for Medium Intensity Retail, Office or Housing. The GR District is one of the appropriate zoning districts recommended for this area. The GR district allows car wash businesses with a Conditional Use Permit.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	No. The site currently has access to E Sunshine Street and the proposed access will not be relocated and there are no additional access points to Sunshine Street are proposed.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians with traffic access controls that are required. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	Yes. A fire lane meeting the requirements of the International Fire Code (IFC) and the City of Springfield Fire Department will be provided. All other requirements will be addressed during the site plan review process.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	No. All runoff drains towards E Sunshine St so no adjacent properties will see an increase of runoff. The proposed development will meet all City of Springfield regulations regarding stormwater management	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	No. The noise levels of the equipment to be used onsite should be at or close to the existing noise levels in the area created by the traffic on Sunshine. The blowers at the exit of the car wash have a noise level	The applicant's response adequately addresses this condition It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
	of ~70dB at 50 ft. Beyond that distance, the tunnel blower noise blends into the surrounding noise and is not very noticeable. The properties to the east and west are ~55 ft and ~90 ft, respectively, from the corner of the building at the car wash building exit so blower noise should not adversely affect adjacent properties. The proposed onsite vacuums will have the central vacuum units located in block structures will be placed as far from the residential properties as possible, which is about 100 feet. The normal hours of operation are 7am - 8pm, so there will be no impacts to any neighbors in the evening or early morning.	
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	Glare from vehicular lights will not be an issue because the existing grades will be cut for the proposed site at least 4 feet on the north end which will put vehicular lights lower than the residential properties to the north. There will also be a bufferyard along the north property line per City of Springfield regulations that will provide additional light shielding. The properties to the east and west are commercial and will not be affected by vehicular light glare. A photometric plan will be developed per City of Springfield regulations to provide a lighting plan to keep light at an allowable levels on adjacent properties. Stationary lights will be also positioned to direct light away from neighboring properties.	It is not expected that the proposed use will negatively affect neighborhood districts. The applicant's response adequately addresses this condition.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	Yes. The existing pylon sign in the center of the property along Sunshine will be removed and replaced with a monument sign at the SW corner of the site. Any signage and site lighting will be installed per City of Springfield requirements.	The development will be subject to the signage standards of the Zoning Ordinance.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
8. Such signs will not have an adverse effect on any adjacent properties.	No. The proposed monument sign will be located appropriately and sized for the site. All signage will meet city standards	The development will be subject to the signage standards on the Zoning Ordinance.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	Yes. Sunshine Street is classified as a Primary Arterial with 4 travel lanes, a center turn lane, and a right of way of 90 feet. This is suitable for the proposed use.	Sunshine Street pavement width is adequate to handle increased traffic volume.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	No. The site is already developed with a commercial use and is adjoined on two sides by commercial developments. The site will be lower than the residential property to the north and there will be a 20 foot bufferyard to provide additional screening/separation from the residential property to the north. The proposed improvements will be constructed per City of Springfield standards and will not adversely affect the commercial properties and will work to minimize any potential impacts on the residential property to the north.	It is not anticipated that the proposed car washing business will have an adverse effect or be incompatible with the adjacent and surrounding properties which are used for commercial/retail uses to the east, west, and south or the residential uses to the north.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	The proposed building will be lower than the residential property to the north and will be similar in height to the existing building on-site and the neighboring buildings. The only other fences on-site would be the trash pad screening and possibly a screening fence on the north side of the site which would provide additional screening for residential single family property. Landscaping and screening will conform with City of Springfield zoning requirements.	The standards of the Zoning Ordinance adequately address these issues. The applicant will install the required bufferyard along the adjacent property zoned R-SF.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No. There are no significant natural topographic or physical features on the site. The front half of the site is currently a bank and the rear half is a grassed area.	It is not expected that the proposed development will negatively affect any significant natural topography or physical features.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No. There are no significant natural topographic or physical features on the site. The front half of the site is currently a bank and the rear half is a grassed area.	The applicant's response adequately addresses this condition.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	Yes. The proposed development will comply with all other City of Springfield regulations.	The proposed use complies with applicable regulations with regard to lot size, bulk regulations, use limitations and performance standards.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	Yes. The site will provide the public with an optional service/amenity.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	Yes. The parking and loading areas for the proposed development will comply with city standards set forth in sections 36-455, 36-456, and 36-483.	The development will be subject to these standards of the Zoning Ordinance.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Yes. The site has one existing access to Sunshine Street and this access location will continue to be utilized for the proposed re-developed site.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	No. The vehicular circulation elements have been designed to provide adequate use of the site and will provide for safe circulation of a fire truck per City of Springfield requirements and the IFC	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are required with this Conditional Use.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	No. There are no known interferences at this time.	No known interference with any public rights of way or easements are known.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	All existing structures will be removed and replaced.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces,	All public utilities are available at the site. Stormwater runoff will be addressed during plan review, but	This property is already served with public infrastructure and services.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	it will be designed to meet City of Springfield standards	

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 3015 E Sunshine Street
2. Meeting Date & Time: September 16, 2021
3. Meeting Location: 2900 E Sunshine St, Dogwood A Room, Springfield, MO 65804
4. Number of invitations that were sent: 98
5. How was the mailing list generated: Provided by Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

See Attached

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

None Received as of 09/23/2021

I, Aaron Hargrave (*print name*), attest that the neighborhood meeting was held on 09/16/2021 (*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."

Aaron T. Hargrave

Signature of person completing affidavit

Aaron T. Hargrave

Printed name of person completing affidavit

PLN201-00387 – 3015 E Sunshine Street Conditional Use Permit

September 16, 2021 Neighborhood Meeting Notes

Q: What kind of car wash will it be?

A: A tunnel type car wash that pulls your car thru

Q: How far will the car wash be from the rear property line?

A: With the current layout it will be about 123 feet from the rear property line.

Q: Will there be a retaining wall at the rear of the site?

A: Maybe. We hope to grade down from the rear property line at 3:1 slope without a wall.

Q: What are the islands on the east side of the site?

A: Matt explained those are the pay kiosks and how the circulation of the site works.

Q: What are the hours of operation?

A: Sun up to sun down, so it is a seasonal issue.

Q: Will there be employees on site?

A: There will always be 3-4 employees on site.

Q: Do you realize how busy Sunshine St is?

A: Yes. The site has been laid out with three drive thru lanes with plenty of queueing length to keep cars from backing up onto Sunshine.

Q: How far back does paving go?

A: Paving goes back to within 21 feet of the rear property line. Light areas on the site plan are pavement and dark areas are landscaping.

Q: What is the anticipated construction start date?

A: Going through the CUP process now and hope to start construction in January or February.

Q: When are you closing on the property?

A: January 1st, 2022 is the anticipated closing date

Q: Is a car wash allowed in GR zoning?

A: It is an allowed conditional use which is why we are going through the Conditional Use Permit process.

Q: Is the CUP permanent?

A: For this site and use, yes, it is permanent. Any other use would need a new conditional use permit.

Q: What about site safety?

A: The site will be well lit with security cameras.

Q: Where is the site located?

A: It is located directly north of Braum's.

Project located at 3015 East Sunshine



Stu Stenger <Stu@stengerhomes.com>
To: Zoning@springfieldmo.gov

[↩ Reply](#) [↩ Reply All](#) [→ Forward](#) [...](#)

Tue 9/7/2021 3:23 PM

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

We support the conditional use permit application for this site.

Thanks,

Stu Stenger
Sunshine Partners LLC (parcel owned is 3033 and 3043 East Sunshine)
5051 South National Ave.
Springfield MO 65810
417-889-4300

DATE:		Telephone No.	417 889-9105
YOUR NAME:	Julie Spreadlin-Lawson		
YOUR ADDRESS:	1643 St. Plaza Ave		
PROJECT ADDRESS:	3015 E. Sunshine		
COMMENTS:			

That spot on Sunshine already has so many congestions & accidents since Panera Bread & Old Mexico went in!

Unless City makes some REALLY NECESSARY changes to Sunshine Street & the turning lane to Ventura

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611 Phone / 417.864.1882 Fax

another busy business added there is going to be even worse! Other than that - better than an empty lot of concrete nothing.

One-rdg. _____
P. Hrngs. X
Pgs. 28
Filed: 10-26-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-274

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 455 for the purpose of permitting a
2 restaurant to operate as a conditional use within the Walnut Street
3 Urban Conservation District No. 1, Area West, generally located at
4 307 South National Avenue. (Staff and Planning and Zoning
5 Commission recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a public hearing on
13 October 7, 2021, made recommendations regarding specific findings of fact on the
14 proposed conditional use, and found that the necessary conditions existed for issuance
15 of Conditional Use Permit No. 455 for the property located at 307 South National
16 Avenue within the Walnut Street Urban Conservation District No. 1, Area West; and
17

18 WHEREAS, a conditional use permit for a restaurant at this location was
19 originally issued in August of 1989; however, the use was discontinued for more than 12
20 consecutive months and therefore a new conditional use permit is required; and
21

22 WHEREAS, City Council finds that sufficient evidence has been presented to
23 satisfy all applicable standards of the Land Development Code for issuance of
24 Conditional Use Permit No. 455; and
25

26 WHEREAS, the granting of such permit is deemed proper, and it is not found to
27 harm the community or injure the value, lawful use, and reasonable enjoyment of
28 properties in the vicinity of 307 South National Avenue.
29

30 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
31 SPRINGFIELD, MISSOURI, as follows, that:
32

33 Section 1 – City Council adopts the Commission’s specific findings of fact on the
34 proposed conditional use, and Conditional Use Permit No. 455 is hereby granted in
35 accordance with and subject to the provisions of Section 36-363 of the Land
36 Development Code. Conditional Use Permit No. 455 is granted for the purpose of
37 permitting a restaurant to operate as a conditional use within the Walnut Street Urban
38 Conservation District No. 1, Area West, located at the property described in “Exhibit B,”
39 which is attached hereto and incorporated herein by this reference, and which is
40 generally located at 307 South National Avenue.
41

42 Section 2 – Building permits, certificates of occupancy, and any other required
43 permits or approvals may be issued by the duly authorized officials of the City provided
44 that such issuance is consistent with Section 36-363 of the Land Development Code,
45 any other applicable City regulation or ordinance, and the “Requirements for Conditional
46 Use Permit 455” described in “Exhibit A,” which is attached hereto and incorporated
47 herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit
48 D – Attachment 2” shall govern and control the use and development of the land
49 described in “Exhibit B,” in a manner consistent with the attached site plan depicted on
50 “Exhibit D – Attachment 6.” “Exhibit D” is attached hereto and incorporated herein by
51 this reference in its entirety.
52

53 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
54 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
55

56 Section 4 – This Ordinance shall be in full force and effect from and after
57 passage only so long as the Property and any improvements thereon conform to the
58 conditions and requirements described in Section 36-363 of the Land Development
59 Code, other applicable City regulations or Ordinances, and this Ordinance.
60

61 Passed at meeting: _____
62

63 _____
64 Mayor
65

66 Attest: _____, City Clerk
67

68 Filed as Ordinance: _____
69

70
71 Approved as to form: Jill Bennis, Assistant City Attorney
72

73
74 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 274

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit a restaurant as a conditional use within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 455

The applicant is requesting approval of a Conditional Use Permit for a restaurant as a conditional use within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue.

The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council. This property had been used as a restaurant for many years after the first conditional use permit was approved in August of 1989. The applicant is not proposing changes to the existing structure or site development.

The restaurant use must meet the parking requirements or receive approval for a parking reduction by the Administrative Review Committee as specified by the Zoning Ordinance.

CONDITIONS:

1. The regulations and standards listed on Exhibit D - Attachment 3 and 4 shall govern and control the use and development of the land in Use Permit Number 455 in a manner consistent with the attached site plan (Exhibit D - Attachment 6).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.

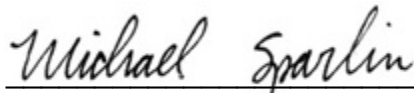
3. Approval of this request will provide for continued use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on October 7, 2021, and recommended approval, by a vote of 6 to 0 of the proposed Conditional Use Permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached "Exhibit A").

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 455

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 455

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Additional Standards and Responses for Conditional Use Permits

Attachment 5, Affidavit of Neighborhood Notification and Meeting Summary and Neighborhood comments

Attachment 6, Proposed Site Plan

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 455

1. A restaurant is permitted in conformance with Attachment 6.
2. The restaurant shall comply with all the standards listed in Attachment 3 and 4.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 455

All of lots forty-one (41) and Forty-two (42), East Side Addition to Springfield, Greene County, Missouri, according to the recorded plat thereof.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 455
Planning and Zoning Commission – October 7, 2021

Conditional Use Permit 455
307 South National Avenue
Applicant: Kirk A. Heyle Trust

Mr. Britton Jobe recused himself.

Mr. Hosmer stated that this a request to approve a Conditional Use Permit for the purpose of authorizing a restaurant within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, or Housing. The Transportation Plan classifies National Ave as a Primary Arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. The subject property was approved a Conditional Use Permit for a restaurant in August of 1989. The conditional use permit for the restaurant was discontinued or abandoned for a period of 12 consecutive months and a new conditional use permit must be granted by City Council to reestablish the restaurant use. The application meets the approval standards for the conditional use permit. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Nate Dunville, 3144 E. Republic Road; Springfield here to answer any questions.

Mr. Bruce Colony asked about the ratio to car versus table space as this has a very little parking.

Mr. Dunville noted that they are aware of the lack of parking but will have appropriate parking for the available parking.

Ms. Ogilvy asked what type of restaurant is locating there.

Mr. Dunville declined to answer what type of restaurant it will be.

Mr. Doennig closed the public hearing.

COMMISSION ACTION: Mr. Knuckles motioned to **approve** Conditional Use Permit 455 (307 South National Avenue) with staff responses in attachment 3 & 4, as the specific findings of fact on the proposed conditional use. Mr. Colony seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin and Lebeck. Mr. Britton Jobe recused himself.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

OCTOBER 7, 2021

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 1, 2021



CASE NUMBER:

Conditional Use Permit 455

LOCATION: 307 South National Avenue

ACRES: Approximately 0.4 acres

EXISTING LAND USE: Vacant restaurant

APPLICANT: Kirk A Heyle Trust

STAFF: Michael Sparlin, Senior Planner

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

I move to adopt the Staff Responses in Attachment 3 & 4, as the specific findings of fact on the proposed conditional use, and I move to approve CUP 455. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

This is a request to permit a restaurant as a Conditional Use Permit within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue.

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.
3. Approval of this request will provide for continued use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

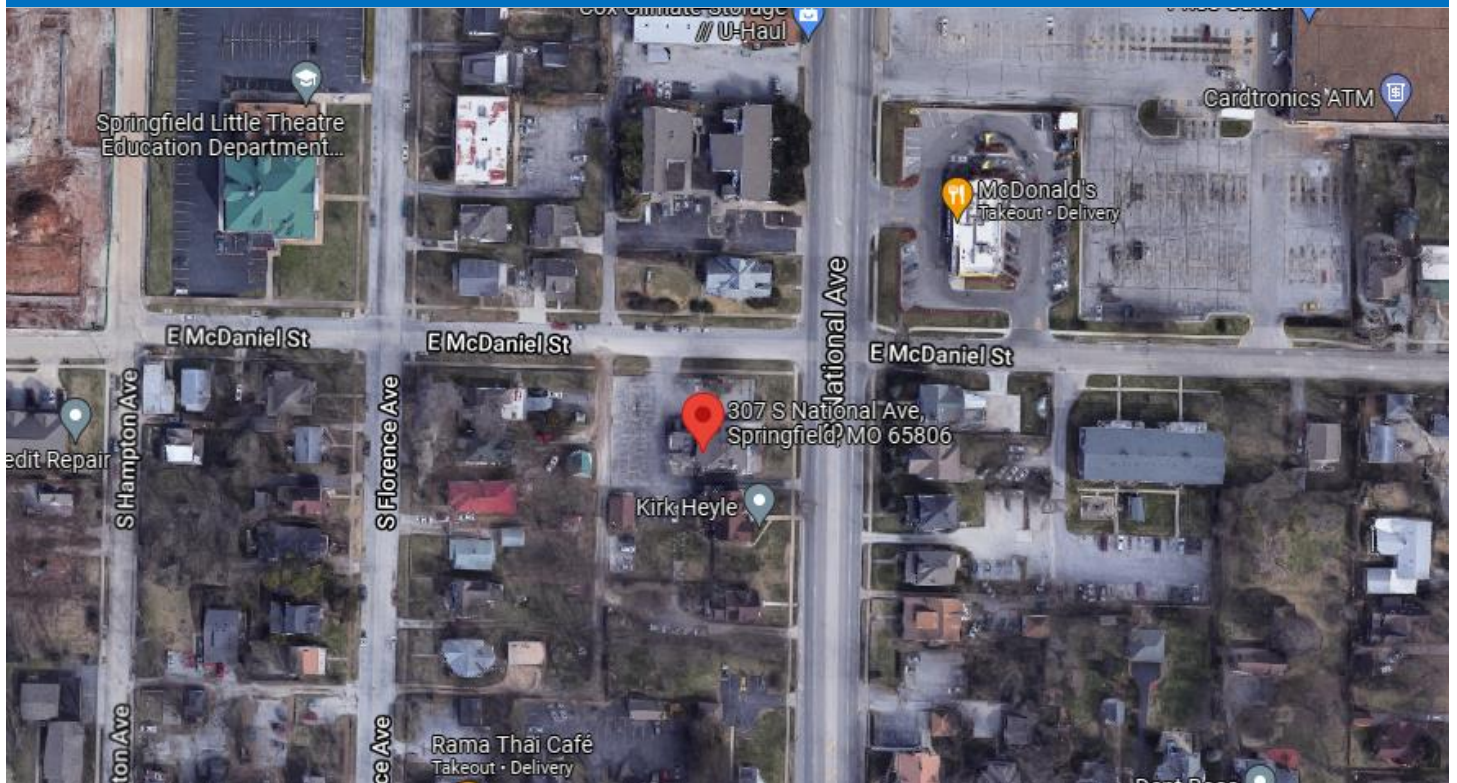
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-HD w/ UCD No 1	R-HD w/ UCD No 1	R-HD w/ UCD No 1	R-HD
LAND USE	Single-family residence	Commercial office use	Law office, residence	Single-family residence

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

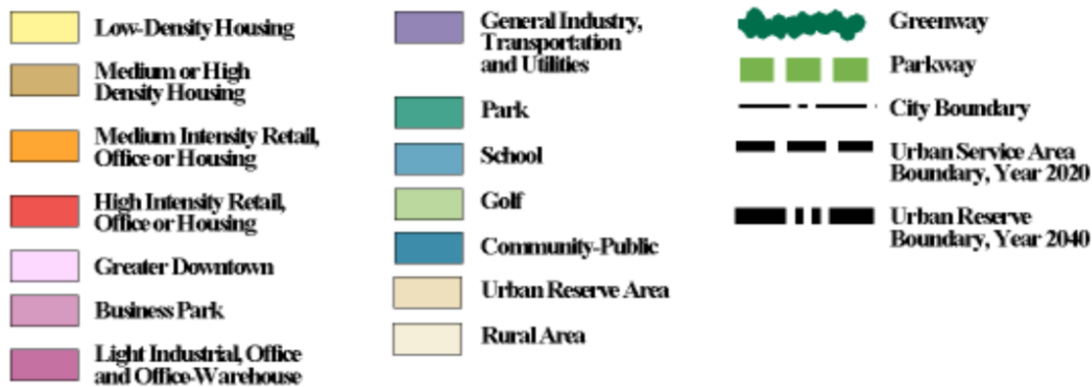
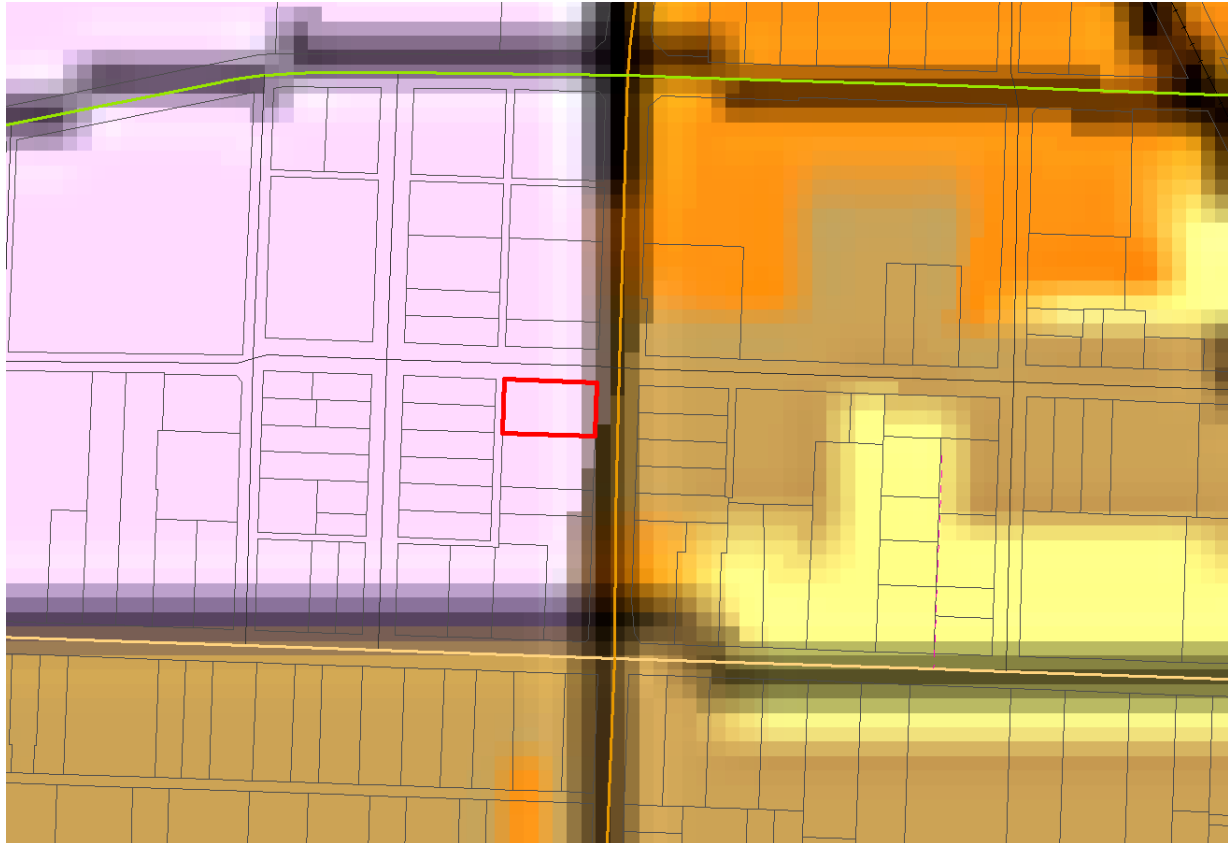


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was approved a Conditional Use Permit for a restaurant in August of 1989. The conditional use for the restaurant was discontinued or abandoned for a period of 12 consecutive months and now a conditional use permit must be granted by City Council to reestablished or resumed.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Greater Downtown. This land use category, which pertains to the downtown and University Plaza portions of Center City, allows and promotes high-intensity office, retail, housing, academic and public land uses, preferably in mixed-use buildings with a strong pedestrian orientation.

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a restaurant as a Conditional Use Permit within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue.
2. The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.
3. The applicant is proposing to reestablish operation of a restaurant without changes to the existing structure and site development. This property has been used as a restaurant for many years after the first conditional use permit was approved in August of 1989.
4. Approval of this request will provide for continued use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
5. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on September 16, 2021 regarding the rezoning request. A summary of the meeting is attached (Attachment 4)

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 17 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1
CONDITIONAL USE PERMIT 455

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to CUP. Public sewer is available for the development.

FIRE DEPARTMENT COMMENTS:

No issues.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Jordan Creek South Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

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

1. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual*
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection Manual*.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. National Avenue as a Primary Arterial roadway and E. McDaniel Street as a Local-Commercial roadway. The standard right-of-way width for S. National Avenue 50-feet from the centerline and 30-feet from the centerline for E. McDaniel Street. It appears additional right-of-way is needed along N. National Avenue. It appears no additional right-of-way is needed along E. McDaniel Street. A survey is

Development Review Staff Report



recommended to determine the exact amount of existing right-of-way as nothing can be built or placed in the required right of way. Both S. National Avenue and E. McDaniel Street are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on this section of S. National Avenue is 30,894 vehicles per day. There are no recent traffic counts for E. McDaniel Street. On-street parking is not allowed along S. National Avenue but is allowed on E. McDaniel Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. McDaniel Street and no access points onto the property from S. National Avenue. No access will be allowed to National Avenue. The existing access on E. McDaniel Street does not meet spacing requirements outlined in the City of Springfield Public Works Design Guide. If the driveway is reconstructed, it will need to be pushed to the western property line as far as possible. No additional access to E. McDaniel Street will be allowed.

SIDEWALK

There is existing sidewalk along the property frontage of both S. National Avenue and E. McDaniel Street. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops in the vicinity of this property along E. Sunshine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required.

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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. National Avenue	Primary Arterial	No	38	50
Street 2	E. McDaniel Street	Local – Commercial	Yes	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	96	
*Proposed Trips Generated		16	67	96	
Additional Trips Generated		0	0	0	

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

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments.

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 455

1. A restaurant is permitted in conformance with Attachment 6.
2. The restaurant shall comply with all the standards listed in Attachment 3 & Attachment 4.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 455

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The proposed use as a restaurant will be consistent with the adapted policies in the Springfield Comprehensive Plan and will bring the property into compliance with the plan.	This application is consistent with the <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> which designates this area as appropriate for Greater Downtown. This land use category, which pertains to the downtown and University Plaza portions of Center City, allows, and promotes high-intensity office, retail, housing, academic and public land uses, preferably in mixed-use buildings with a strong pedestrian orientation.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The site will comply with all regulations for safety of itself, the motoring public, pedestrians using the facility, and all others in the area immediately surrounding the Property.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians with traffic access controls that are required. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The site will adhere to all regulations for fire safety and will provide for safety from fire hazards, including, but not limited to, having effective measure of fire control.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The Property has a safe, effective water management system that ensure there is no increased hazard to adjacent properties from flood or water damage.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The site will adhere to all applicable regulations for noise and sound levels and will not generate noise characteristics that exceed zoning ordinance standards, or those standards typical for the district.	The applicant's response adequately addresses this condition It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	The proposed use will not negatively affect the established character of the neighborhood and will not generate any new light that will be visible from any residential district. The Property is already located in an area of intense commercial/retail use and any light that may be generated from the proposed use will be significantly less than the existing light.	It is not expected that the proposed use will negatively affect neighborhood districts. The applicant's response adequately addresses this condition.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The proposed use will be appropriate for the site and in compliance with all lighting and signage regulations and codes.	The development will be subject to the signage standards of the Zoning Ordinance and Walnut Street West UCD No. 1.
8. Such signs will not have an adverse effect on any adjacent properties.	The Property will utilize the existing signage and similar signs that have been used by prior tenants of the property and will ensure compliance with applicable lighting and signage regulations, codes, and standards. There will be no adverse effect on any adjacent properties.	The development will be subject to the signage standards on the Zoning Ordinance and Walnut Street West UCD No. 1.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	The street right-of way- and pavement in the vicinity of the Property is adequate for the traffic expected to be generated by the proposed use, as it has been for prior tenants of the property who have been awarded a conditional use permit for the same proposed use.	National Avenue pavement width is adequate to handle increased traffic volume.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The proposed use of the site will not have an adverse effect on, or be incompatible with, the adjacent and surrounding properties and other matters affecting the public health, safety, and general welfare. The area has several commercial/retail businesses, including other restaurants, and the proposed use will be compatible with the area and add value to the neighborhood.	It is not anticipated that the proposed restaurant will have an adverse effect or be incompatible with the adjacent and surrounding properties. A restaurant has been approved for a conditional use permit for this property in the past.
11. The proposed conditional use will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the	The proposed use of the Property will be in accordance with applicable district regulations and codes and will not dominate the	The standards of the Zoning Ordinance adequately address these issues.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: - The location, nature and height of buildings, structures, walls, and fences on the site; and - The nature and extent of landscaping and screening on the site.	immediate vicinity or interfere with the development in the area. The Property will be used in a similar, if not identical, manner to prior applicants who have received conditional use permits to operate a restaurant out of the property.	
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The proposed use will not destroy damage detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	It is not expected that the proposed development will negatively affect any significant natural topography or physical features.
13. The proposed conditional use will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.	The proposed use will not result in the destruction of any natural, scenic, or historical features of significant importance. The proposed use will enhance the historic nature of the Property and the surrounding area by revitalizing what is currently a vacant building while preserving and enhancing the historic aspects of the building located on the Property.	The continued use of this property will promote the viability of the historic property. The applicant is not proposing exterior alterations to the property.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The site otherwise adheres to all regulations including lot size requirements, bulk regulations, use limitation.	The proposed use complies with applicable regulations with regard to lot size, bulk regulations, use limitations and performance standards.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The site will be designed to follow the surrounding developments lot organization in order to promote welfare or convenience of the public.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	Off-street parking and loading areas will be provided in accordance with all applicable regulations for parking, loading areas and residential adjacency and the proposed use will be in accordance with any such regulations.	The development will be subject to these standards of the Zoning Ordinance and Walnut Street West UCD.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Existing roads, entrances and exits will be utilized to prevent traffic hazards and to minimize traffic congestion	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The site will use the current existing roads, entrances, exits, sidewalks and other existing amenities for traffic and pedestrian circulations into and exiting the site and will not create any hazards, undue interference, and inconvenience to vehicular and pedestrian travel.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are required with this Conditional Use.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The proposed use will not interfere with any easements, roadways, rail lines, utilities, or public or private Right of Ways.	No known interference with any public rights of way or easements are known.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The development will adhere to all standards of the Zoning Ordinance and other applicable ordinances, including meeting all fire, health, building, plumbing and electrical requirements.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	The Property is already served public infrastructure and services and the proposed use will continue to utilize existing services provided to the Property.	This property is already served with public infrastructure and services.

Development Review Staff Report



ATTACHMENT 4

ADDITIONAL STANDARDS, WALNUT STREET UCD - WEST, FOR CONDITIONAL USE PERMIT 455

No use permit shall be issued unless the following conditions have been met or provisions made therefore:	Applicant's response:	Staff response:
The application including site plan is complete and does not contain or reveal violations of the regulations applicable to the Walnut Street Urban Conservation District - West.	The completed application and site plan does not contain or reveal violations of the regulations applicable to the Walnut Street Urban Conservation District - West.	The applicant's response adequately addresses this condition. The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
Existing buildings proposed to be converted to uses requiring a "Use Permit" must meet all fire, health, building, plumbing, and electrical requirements of the City of Springfield.	The buildings subject to the proposed conditional use permit continue to meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
The proposed site plan does not interfere with easements, roadways, utilities and public or private rights- of-way.	The proposed site plan and conditional use does not interfere with easements, roadways, utilities and public or private rights-of-way.	The applicant's response adequately addresses this condition.
The proposed use as shown by the site plan is not injurious or detrimental to the use and enjoyment of surrounding property.	The proposed site plan and conditional use is not injurious or detrimental to the use and enjoyment of surrounding property or the rights of surrounding property owners.	This application is not expected to adversely impact the surrounding properties.
The circulation element of the proposed site plan does not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The proposed use as shown by the site plan does not cause or create hazards to safety on or off the site, ensures that there are no disjointed vehicular or pedestrian circulation paths on or off the site, and does not cause or create undue interference or inconvenience to vehicular and pedestrian travel.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.
The screening of the site provides adequate shielding for nearby less intense uses.	To the extent that screening is necessary, the screening in place provides adequate shielding for neighboring properties, including, but not limited to, properties that are zoned for less intense uses.	The applicant's response adequately addresses this condition.
The proposed structures or landscaping are not lacking amenity in relation to or are not incompatible with nearby structures and uses.	The structures and landscaping are consistent and compatible with nearby structures and uses.	The applicant's response adequately addresses this condition.

Development Review Staff Report



No use permit shall be issued unless the following conditions have been met or provisions made therefore:	Applicant's response:	Staff response:
The proposed use as shown by the site plan does not create drainage or erosion problems on or off the site.	No drainage or erosion problems, whether on or off-site, will be created by the proposed use.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management.
The application and site plan have been reviewed by the Landmark Board to determine whether the goal of historic preservation is met, the existing structure is preserved, and any exterior modifications are consistent with the Secretary of Interior's Standards for Historic Preservation Projects and the Walnut Street Urban Conservation District Design Guidelines. Such determination shall be shown by the Board issuing a Certificate of Appropriateness.	A review by the Landmark Board is not required. The existing structure is being preserved and no major exterior alterations are being made. It is applicant's understanding that no certificate of appropriateness is required.	A certificate of Appropriateness issued by the Landmarks Board is not applicable to this development. The applicant is preserving the existing structure and is not proposing exterior alterations to the structure. The Landmarks Board does not review exterior alterations to structures in this location of the Walnut Street West UCD No. 1, unlike other locations within the District.
The City Council may require such additional conditions as it deems necessary to further the public interest, to achieve the intent of the Urban Conservation District Plan and to assure that the conditions stated above are satisfied.	Owner/applicant are willing to do anything within reason to further the public interest, achieve the intent of the UCD Plan and ensure the above conditions are satisfied.	The applicant's response adequately addresses this condition.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: PLN2021-00391 307 S. National Conditional Use Permit
2. Meeting Date & Time: September 16, 2021, 4:00 pm to 6:30 pm
3. Meeting Location: 307 S. National Ave. Springfield, Missouri
4. Number of invitations that were sent: 105
5. How was the mailing list generated: By City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

100% of attendees and persons who submitted comments were in favor of the conditional use permit and excited about the prospect of a restaurant being operated out of the property. No issues were raised other than dissatisfaction that the conditional use permit process would delay the opening of the restaurant.

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

See attached.

I, C. Nathan Dunville (*print name*), attest that the neighborhood meeting was held on September 21, 2021 (*month/date/year*), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

Nathan Dunville

Printed name of person completing affidavit

Neighborhood Meeting Sign-In Sheet
307 S. National Conditional Use Permit
9/16/2021

	Name	Address	Phone Number	Email	Opposed?
1	Nate Dunville	2144 E. Republic Rd 65804	417-882-9090	ndunville@nolan.com	No
2	Melissa Tompkins	1210 E Cherry Apt A10	812-3961	melissa@heyleerealtors	No
3	Kirk A. Heyle	2325 S. Edgewater Dr.	417 353-1024	kirk@heyleerealtors.com	No
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

N Dunville

From: Scott Sturm <scottsturmre@gmail.com>
Sent: Friday, September 10, 2021 8:00 AM
To: N Dunville
Subject: 307 S National building

Hi there,

Thanks for the notification about the Heyle restaurant house getting the conditional use permit restored. I do believe this current stretch of that building sitting empty is the longest I've seen since owning property in that area. Lemme see if I can recall the restaurant lineage that has come and gone there....Billy's Chili, Marketplace Cafe, Garbos, Moosehaven, Enochs, Wing Shack, Exotic Noodle....I'm probably missing one or two others in there.

We have long desired that place to be a real good gyro/Greek food joint, and I think that would be an appropriate building for it since it has that kinda Greek revival look on the outside. Anyhow, whatever moves in there has our blessing and if we're not thrilled with what they're serving, all we gotta do is wait till it folds! Hopefully it'll be a fruitful endeavor for everyone involved though. Good luck with the meeting next week!

Scott

Scott Sturm
AMAX Real Estate
1324 E Kingsley St
Springfield MO 65804
417-855-2333 office
417-773-2631 cell/text

N Dunville

From: Peggy Wise <peggy@sweerelaw.com>
Sent: Thursday, September 16, 2021 12:59 PM
To: zoning@springfieldmo.gov; N Dunville
Subject: 307 S National Neighborhood Meeting
Attachments: 307SNationalApproval.pdf

Mr. Hosmer and Mr. Dunville,

I received a Neighborhood Meeting Notice for 307 S. National for this evening. I may not be able to attend; however, I'm attaching a comment card so that you are aware that we support the issue of a Conditional Use Permit for the property so that it may again be operated as a restaurant. It is an excellent use of the property and we miss a restaurant being located there. Thank you.

Robert M. Sweere LLC
Attorney at Law
302 S National Ave
Springfield MO 65802
417-862-0063 - telephone
417-862-0222 – facsimile

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307 S National Neighborhood Meeting



Peggy Wise <peggy@sweerelaw.com>

To Zoning@springfieldmo.gov; ndunville@nnlaw.com

[Reply](#)[Reply All](#)[Forward](#)

Thu 9/16/2021 12:59 PM



307SNationalApproval.pdf
678 KB

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

Mr. Hosmer and Mr. Dunville,

I received a Neighborhood Meeting Notice for 307 S. National for this evening. I may not be able to attend; however, I'm attaching a comment card so that you are aware that we support the issue of a Conditional Use Permit for the property so that it may again be operated as a restaurant. It is an excellent use of the property and we miss a restaurant being located there. Thank you.

Robert M. Sweere LLC
Attorney at Law
302 S National Ave
Springfield MO 65802
417-862-0063 - telephone
417-862-0222 – facsimile

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DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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

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

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

The Land Use or Zoning Change Process:

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

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

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

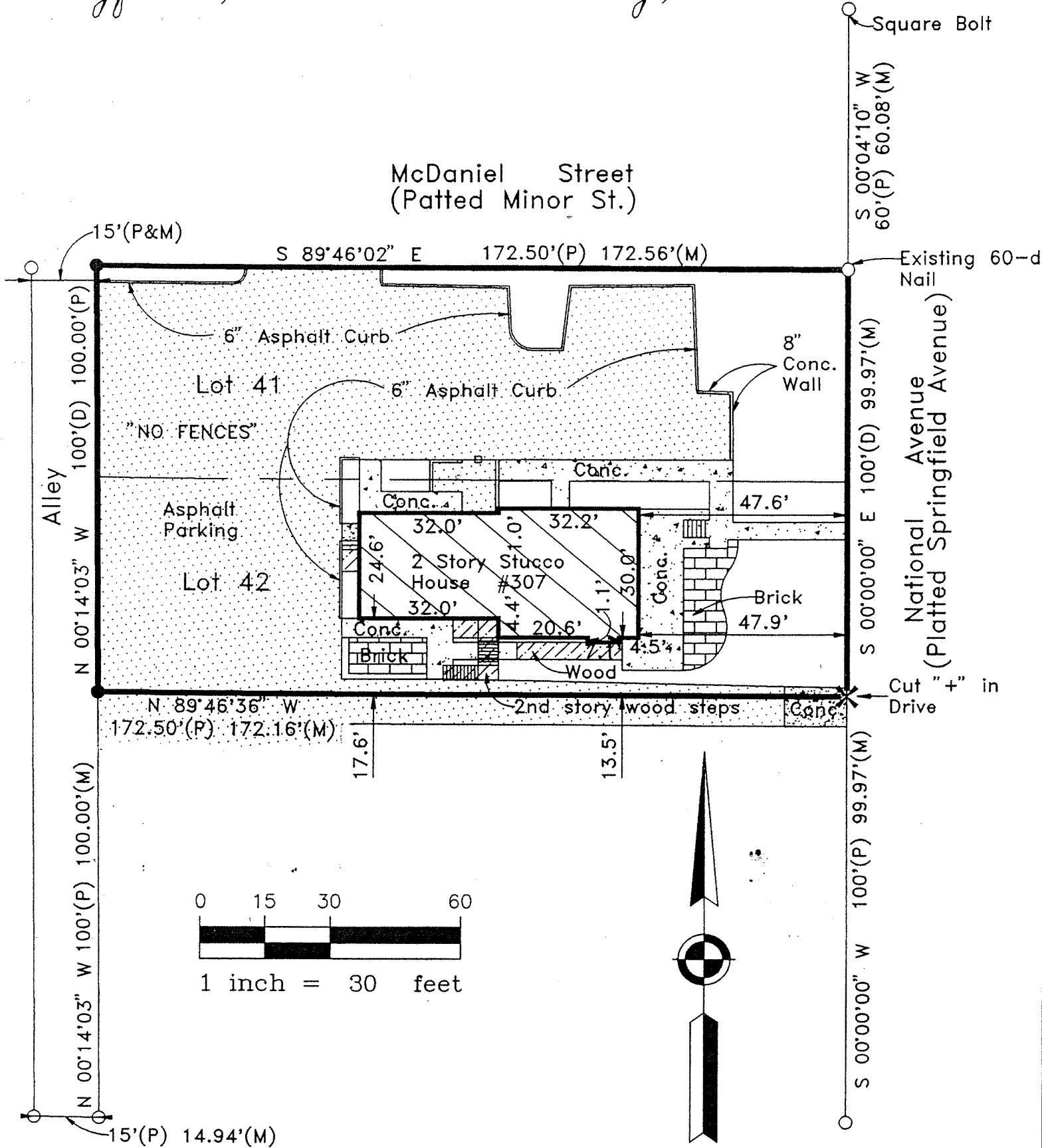
Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65802

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

DATE:	9-15-2021	Telephone No.	417-862-0063
YOUR NAME:	Robert Sweere		
YOUR ADDRESS:	302 S. National Ave.		
PROJECT ADDRESS:	307 S. National Ave.		
COMMENTS:	This project should be granted the Conditional Use Permit and return to being operated as a restaurant. We look forward to the opening!		
	Bob		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611 Phone / 417.864.1882 Fax

Lots 41 & 42, East Side Addition
Springfield, Greene County, Missouri



This property shown hereon does not lie within a H.U.D. Identified Flood Hazard Area
290149-0007-B 10-16-91

This survey is an Instrument of Service as of this date and to the noted client only,
is not to be reused by any party unless it has been updated and recertified by the
undersigned company.

I hereby declare to the below noted client that the information contained hereon is
based on an actual survey of a Class A type property described herein, which was
performed under my supervision and to the best of my knowledge and belief, in
accordance with the current Missouri Minimum Standards for Property Boundary Surveys.
Apparent ownerships are based on information provided by the client and
do not represent an Opinion as to Title.

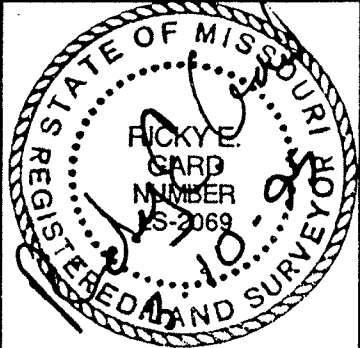
Easements are shown from the recorded subdivision plat and may not be
all of the easements of record; no above ground or below ground
utilities are shown.

03-08-95 Heyle Real Estate

Job# 112-429

Date Client
EIR O -- Existing 5/8" Iron Rod
SIR ● -- Set 5/8" Iron Rod
□ -- Fence Line

PLS# 2069 By: P.N.
P - Plat Distance
M - Measured Distance
D - Deed Distance



JOHN C. GORDON & ASSOC., INC.
REGISTERED LAND SURVEYORS
SUBDIVISION ENGINEERING
1329 East Republic Rd Phone
Springfield, MO 65804 883-4736

One-rdg. _____
P. Hrngs. X
Pgs. 53
Filed: 10-26-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-275

SPECIAL ORDINANCE _____

AN ORDINANCE

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

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

15 WHEREAS, on October 7, 2021, a Petition ("Petition") to Establish the SGF
16 Sports Community Improvement District (the "District") was filed with the City Clerk; and
17

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

22 WHEREAS, City Council held a public hearing on November 1, 2021, at which all
23 persons interested in the formation of the District, were allowed an opportunity to speak
24 and at which time City Council heard all protests and received all endorsements.
25

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

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

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

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

45 Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri
46 Department of Economic Development and the state auditor the report specified in
47 Subsection 6 of Section 67.1421 of the Community Improvement District Act, and to
48 further notify the Office of the Greene County Clerk of the District’s Petition and
49 establishment.
50

51 Section 5 – The officers of the City are hereby authorized and directed to execute
52 all documents and take such actions as they may deem necessary or advisable in order
53 to carry out and perform the purposes of this Ordinance and to make ministerial
54 alterations, changes, or additions to the foregoing documents herein approved,
55 authorized, and confirmed which they may approve and the execution of such action
56 shall be conclusive evidence of such necessity or advisability.
57

58 Section 6 – This Ordinance shall be in full force and effect from and after its
59 passage.
60

61 Passed at meeting: _____
62

63 _____
64 Mayor
65

66 Attest: _____, City Clerk
67

68 Filed as Ordinance: _____
69

70
71 Approved as to form: *Jill Burris*, Assistant City Attorney
72

73
74 Approved for Council action: *Jason R. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2021- 275

FILED: 10-26-21

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To adopt a special ordinance approving the Petition to Establish the SGF Sports Community Improvement District and authorizing the City Manager, on behalf of the City, to execute a Cooperative Agreement between the City of Springfield, the SGF Sports Community Improvement District, and SGF Sports, LLC. (Staff recommends approval.)

BACKGROUND INFORMATION: On March 8, 2021, the City Council passed Special Ordinance 27472, authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC (the "Developer") to facilitate development of a private athletic complex (the "SGF Sports Development") located immediately west of Deer Lake Golf Course near the intersection of West State Highway 266 and North Airport Boulevard. According to the agreement, the City has agreed to reimburse the Developer up to \$2 million in public improvements as well as up to an additional \$100,000 in related financing costs upon completion of the SGF Sports Development. In exchange, the Developer has agreed to cooperate with the City in establishing a Community Improvement District (CID) over the entire SGF Sports Development for the purpose of reimbursing the City for the expenses incurred under the Agreement.

Pursuant to the terms of the Infrastructure Reimbursement Agreement, City staff and the Developer have prepared and filed the Petition to Establish the SGF Sports Community Improvement District with the Springfield City Clerk. The District encompasses the SGF Sports Development, which comprises approximately 114.57 acres generally located at the southwest corner of the intersection of West State Highway 266 and North Airport Boulevard. The District will be a political subdivision of the State of Missouri. It will be governed by a five-member board of directors that will initially consist of Martin Gugel, John Haik, Rob Haik, Sarah Kerner, and Bill Weaver. All successor directors will be appointed by the Mayor with the consent of the City Council. The District will have an initial term of 20 years and shall be renewed until the City's investment in the SGF Sports Development has been repaid.

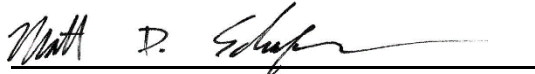
The SGF Sports Community Improvement District will have the power to impose a sales and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such tax shall be subject to the approval of the qualified voters within the District by a mail-in ballot election. If approved, the District shall use the sales and use tax revenues to reimburse the City up to \$2.1 million with interest at the rate of five percent (5%) for the public improvements and related financing costs the City has agreed to fund pursuant to the Infrastructure Reimbursement Agreement. Funded improvements include on-site and off-site sanitary sewer, water, and natural gas; regional detention basins; road and sidewalk

improvements; design and permitting fees; and contingency costs.

The Cooperative Agreement between the City of Springfield, the SGF Sports Community Improvement District, and the Developer specifies how the District sales and use tax revenue will be collected and disbursed. Under this agreement, the Missouri Department of Revenue will collect the District sales and use tax and deposit the revenues into a special trust account created by the District. The District shall use the funds to reimburse the City for the expenses incurred under the Infrastructure Reimbursement Agreement. Prior to the disbursement of funds, the City shall submit a Certificate of Completion and Reimbursable Project Costs along with supporting documentation (e.g., receipts, invoices, etc.) to the District, verifying that the public improvements have been completed and that the amounts paid by the City to the Developer are reimbursable to the City by the District.

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

Submitted by:



Matt D. Schaefer, AICP,
Senior Planner

Recommended by:



Sarah Kerner,
Economic Development Director

Approved by:



Jason Gage, City Manager

**PETITION TO ESTABLISH THE
SGF SPORTS
COMMUNITY IMPROVEMENT DISTRICT**

Springfield, Greene County, Missouri

Submitted 8/30, 2021

PETITION TO ESTABLISH THE SGF SPORTS COMMUNITY IMPROVEMENT DISTRICT

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

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

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

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

2. Name of District.

The name of the District is the “SGF Sports Community Improvement District.”

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

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

4. Five-Year Plan.

A five-year plan stating a description of the purposes of the District, the improvements it will make, and an estimate of costs of these improvements to be incurred is attached hereto as Exhibit D and includes Exhibits D-1, D-2, and D-3.

5. Type of District.

The District will be a political subdivision.

6. Board of Directors.

The District will be governed by a five (5) member board of directors (the "Board").

A. Qualifications.

Each Director shall meet the following requirements:

- i) Be at least 18 years of age; and
- ii) Be either:
 - (1) An official or employee of the City of Springfield; or
 - (2) An owner of real property within the District, which is defined in the CID Act as the individual or individuals or entity or entities who own a fee interest in real property that is located within the district ("Owner") or their legally authorized representative ("Owner Representative"). All Owner representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

B. Representation.

- i) At least three (3) of the five (5) of the Directors shall be City of Springfield officials or employees as selected by the City.

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

The Petitioners hereby propose the following slate of Directors:

NAME	TYPE	TERM
Sarah Kerner	City of Springfield Official/Employee	4 Years
John Hart	Owner/Owner Representative	4 Years
Martin Gugel	City of Springfield Official/Employee	2 Years
Rob Hart	Owner/Owner Representative	2 Years
Bill Weaver	City of Springfield Official/Employee	2 Years

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance herewith, and their successors shall serve for four-year terms or until their successor is appointed in

accordance with the CID Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director and there shall not be any term limits.

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

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

7. Successor Directors.

- A. Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the CID Act according to a slate submitted to the City Clerk by the Board. The City Clerk shall deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, provided that such appointments shall not be effective unless the City Council consents to said appointments by resolution; or the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.
- B. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council may consent by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.
- C. The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

8. Total Assessed Value.

As of the date of submittal, the total assessed value of all real property located within the District is \$354,140.

9. Determination of Blight.

The Petitioners do not seek a determination that the District, or any portion thereof, is a blighted area.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will have an initial term of 20 years with the intent, as indicated in the Infrastructure Agreement, that the term would continue to be renewed until the City's investment in the project has been repaid. The CID will terminate when (i) the City's entire cost of the CID Project, as such term is defined on Exhibit D attached hereto (including Exhibits D-1, D-2 and D-3), has been reimbursed by the CID Sales and Use Tax revenues, or (ii) until the entire,; or (ii) when any bond, notes or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

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

A. License and Real Estate Taxes.

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

B. Sales and Use Taxes.

The District may impose a sales and use tax, at a maximum rate of one percent (1.0%), on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo., except sales of motor vehicles, trailers, boats or outboard motors and sales to public utilities and providers of communications, cable, or video services (the "CID Sales and Use Tax"). The CID Sales and Use Tax shall be approved by a majority of the qualified voters in the District by mail-in ballot as required by Section 67.1545, RSMo.

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

The District will not impose special assessments.

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

Within six (6) months following the establishment of the District and prior to funding eligible project costs, the District, the City, and the Developer shall enter into an intergovernmental cooperative agreement (the "Cooperative Agreement") that shall provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the District, City, and Developer for the operations of the District.

14. Limitations on Borrowing Capacity.

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

15. Limitations on Revenue Generation.

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

16. Other Limitations on District Powers.

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

17. Annual Reports and Meetings.

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

18. Request for Ordinance Establishing District.

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

19. Severability

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

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

Signature Page to Petition to Establish the SGF Sports Community Improvement District

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

Name of Owner: Deer Lake Partners, LLC

Owner's Telephone Number: (918) 523-4000

Owner's Mailing Address: 4500 South 129th E. Ave, Suite 115
Tulsa, OK 74134

If Signer is different from Owner

Name and Title of Signer: Robert E. Phillips, President- Philcrest Properties, Inc

Basis of Signer's Legal Authority to Sign: Sole manager of Deer Lake Properties, LLC

Signer's Telephone Number: (918) 523-4000

Signer's Mailing Address: (Same as above)

If the Owner is an individual, state if owner is single or married: married

If Owner is not an individual, state what type of entity: limited liability company

Owner's Property within District

Parcel Number

881423100001

Assessed Value

\$3,770

Map

[Attached]

If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.

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

By:

Robert E. Phillips
Signature of Owner or Person Signing for Owner

7/15/21
Date

STATE OF ~~MISSOURI~~

OKLAHOMA

) SS.

COUNTY OF ~~GREENE~~

TULSA

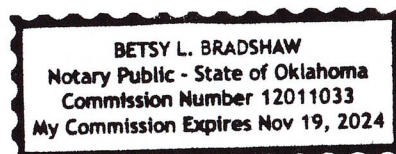
)

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

WITNESS my hand and official seal this 15th day of July, 2021.

Betsy L. Bradshaw
Notary Public

My commission expires: 11-19-24





Signature Page to Petition to Establish the SGF Sports Community Improvement District

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

Name of Owner: JJ&J, Incorporated

Owner's Telephone Number: 785-233-2868

Owner's Mailing Address: 913 SE 29th St Topeka KS 66605

If Signer is different from Owner

Name and Title of Signer: Rick Farrant, Pres

Basis of Signer's Legal Authority to Sign: Pres of JJ&J, Inc

Signer's Telephone Number: 785-640-2890

Signer's Mailing Address: 2321 NW 44th St Topeka KS 66618

If the Owner is an individual, state if owner is single or married: _____

If Owner is not an individual, state what type of entity: corporation

Owner's Property within District

Parcel Number
881424200020

Assessed Value
\$341,630

Map
[Attached]

If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.

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

By: [Signature]
Signature of Owner or Person Signing for Owner

8-7-21
Date

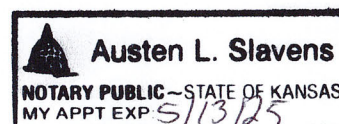
STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

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

WITNESS my hand and official seal this 7 day of August, 2021.

[Signature]
Notary Public

My commission expires: 5/13/25





Signature Page to Petition to Establish the SGF Sports Community Improvement District

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

Name of Owner: Springfield Underground, Inc.

Owner's Telephone Number: 417-874-1400

Owner's Mailing Address: 3253 E Chestnut Expy. #1, Springfield MO 65802

If Signer is different from Owner

Name and Title of Signer: John Griesemer

Basis of Signer's Legal Authority to Sign: President / CEO

Signer's Telephone Number: 417-874-1400

Signer's Mailing Address: 3253 E Chestnut Expy #1, Springfield mo 65802

If the Owner is an individual, state if owner is single or married: _____

If Owner is not an individual, state what type of entity: corporation

Owner's Property within District

Parcel Number

881413300001

Assessed Value

\$8,740

Map

[Attached]

If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.

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

By: 
Signature of Owner or Person Signing for Owner

August 27, 2021

Date

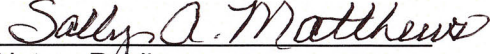
STATE OF MISSOURI)

) SS.

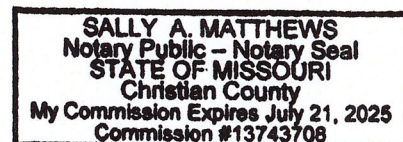
COUNTY OF GREENE)

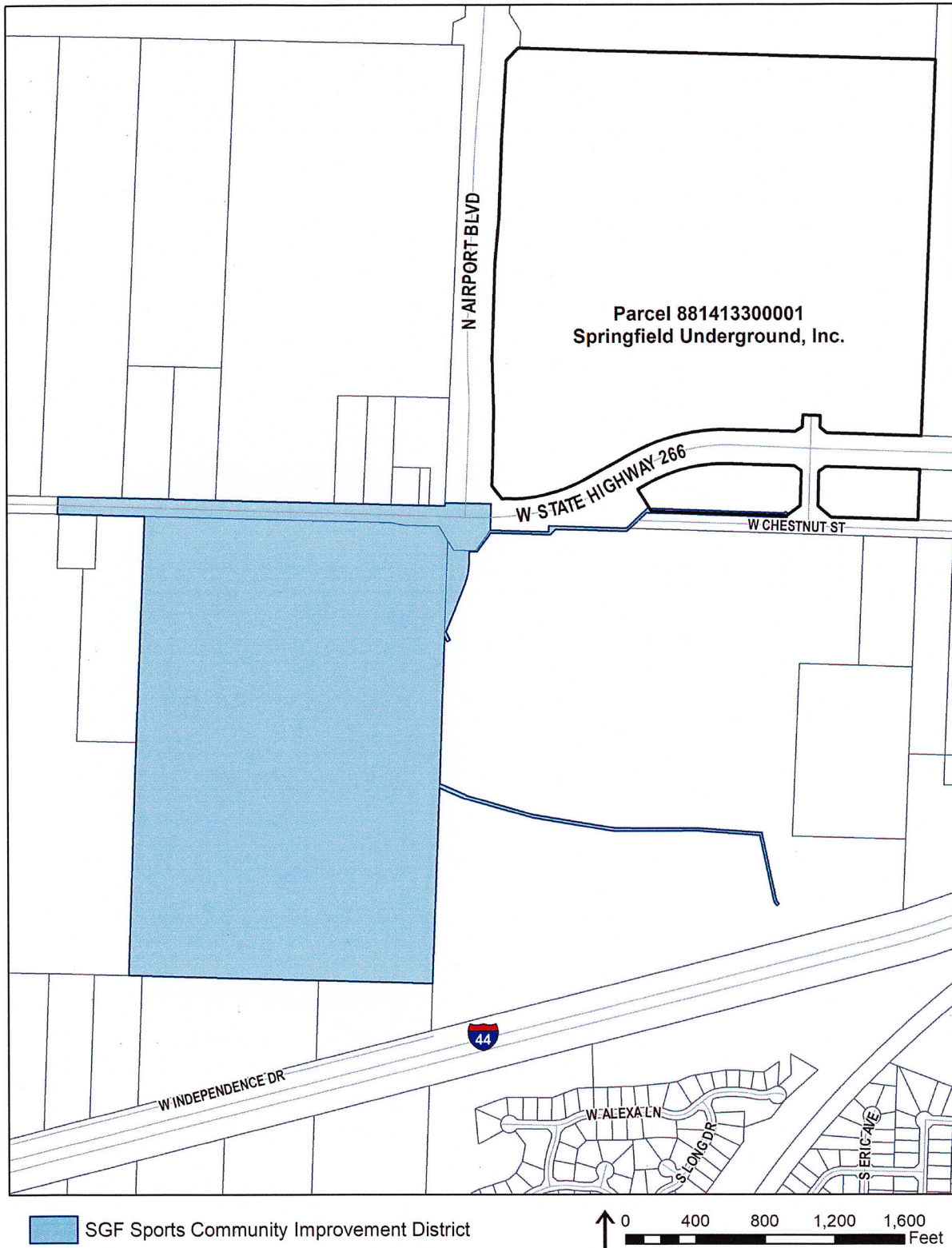
Before me personally appeared John Griesemer, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 27th day of August, 2021.


Notary Public

My commission expires: 07/21/2025



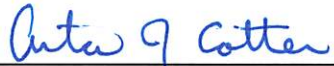


CLERK'S RECEIPT OF PETITION

This Petition to establish the SGF Sports Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 7th day of October 2021.

[SEAL]




Anita J. Cotter, CMC/MRCC
City Clerk

City Clerk Verification

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

1. A petition to establish the SGF Sports Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 7th day of October 2021.
2. I have reviewed the petition and have determined on October 12, 2021, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: 10/12/2021

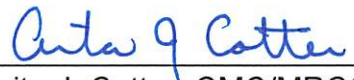

Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT A

A Community Improvement District being a part of the Northeast Quarter (NE¼) of Section 23, a part of the Northwest Quarter (NW¼) of Section 24, a part of the Southwest Quarter (SW¼) of Section 13, and a part of the Southeast Quarter (SE¼) of Section 14, all in Township 29 North, Range 23 West, in the City of Springfield, Greene County, Missouri, being a part of the tracts of land recorded in the Greene County Recorder's Office in Book 2010 at Page 24733-10, Book 2019 at Page 3299-19 and Book 1723 at Page 252, including a part of the public right-of-way of State Highway 266 and Chestnut Street, more particularly described as follows:

BEGINNING at the Southeast corner of said NE¼ of Section 23; thence N88°18'37"W, along the South line of said NE¼, a distance of 1754.59 feet; thence N02°19'28"E, a distance of 1333.45 feet; thence N02°09'04"E, a distance of 1287.55 feet to a point on the South Right-of-Way line of State Highway 266, as it now exists; thence N88°25'01"W, along said South Right-of-Way line, a distance of 507.66 feet; thence N01°34'59"E, a distance of 100.00 feet to a point on the North Right-of-Way line of said State Highway 266; thence S88°25'01"E, along said North Right-of-Way line, a distance of 2231.52 feet; thence N02°36'16"E, a distance of 18.33 feet; thence S88°26'18"E, a distance of 269.77 feet; thence S01°33'42"W, a distance of 150.44 feet to a point on said South Right-of-Way line of State Highway 266; thence S88°18'14"E, along said South Right-of-Way line, a distance of 340.63 feet; thence N01°41'44"E, along said South Right-of-Way line, a distance of 31.06 feet; thence S88°16'20"E, a distance of 440.69 feet; thence N46°58'29"E, a distance of 156.27 feet to a point on the North line of an existing utility easement; thence S88°16'29"E, along said easement line, a distance of 141.05 feet; thence S87°55'29"E, continuing along said easement line, a distance of 646.27 feet; thence N45°00'00"E, a distance of 11.94 feet; thence S45°00'00"E, a distance of 13.04 feet; thence S02°02'05"W, a distance of 24.86 feet; thence N87°55'29"W, a distance of 663.89 feet; thence N88°16'29"W, a distance of 144.89 feet; thence S46°58'29"W, a distance of 142.07 feet; thence N88°16'20"W, a distance of 412.86 feet; thence S46°38'54"W, a distance of 43.86 feet; thence N88°18'14"W, a distance of 335.70 feet; thence S35°58'43"W, a distance of 142.78 feet; thence N88°25'22"W, a distance of 45.09 feet; thence S01°41'23"W, a distance of 70.28 feet; thence along a tangent curve to the right, said curve having a radius of 330.00 feet, an arc length of 115.89 feet, a central angle of 20°07'18" and a chord distance of 115.30 feet which bears S11°45'02"W; thence S21°48'40"W, a distance of 292.85 feet; thence S26°59'08"E, a distance of 51.80 feet; thence S63°00'52"W, a distance of 20.00 feet; thence N26°59'08"W, a distance of 41.65 feet to a point on the East line of the NE¼ of the NE¼ of said Section 23; thence S02°17'20"W, along said East line, a distance of 643.34 feet to the Southeast corner of said NE¼ of the NE¼ of Section 23; thence S01°58'38"W, along the East line of the SE¼ of the NE¼ of said Section 23, a distance of 200.63 feet; thence S66°55'11"E, a distance of 172.24 feet; thence S23°04'49"W, a distance of 2.50 feet; thence S74°08'39"E, a distance of 399.33 feet; thence S80°35'52"E, a distance of 473.24 feet; thence N89°47'19"E, a distance of 475.58 feet; thence S86°02'08"E, a distance of 367.48 feet; thence S12°07'13"E, a distance of 397.95 feet; thence S39°01'11"E, a distance of 20.47 feet; thence S50°58'49"W, a distance of 15.00

feet; thence N39°01'11"W, a distance of 24.06 feet; thence N12°07'13"W, a distance of 390.25 feet; thence N86°02'08"W, a distance of 355.64 feet; thence S89°47'19"W, a distance of 476.30 feet; thence N80°35'52"W, a distance of 475.34 feet; thence N74°08'39"W, a distance of 401.12 feet; thence S23°04'49"W, a distance of 2.50 feet; thence N66°55'11"W, a distance of 165.46 feet to a point on said East line of the SE¼ of the NE¼ of Section 23; thence S01°58'38"W, along said East line, a distance of 1,116.89 feet to the POINT OF BEGINNING.

Containing 114.565 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

The above description to be used only for the purpose of establishing the boundaries of a Community Improvement District and should not be used for any other purposes.

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

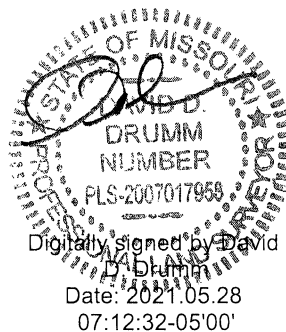


EXHIBIT B
Map of District Boundaries

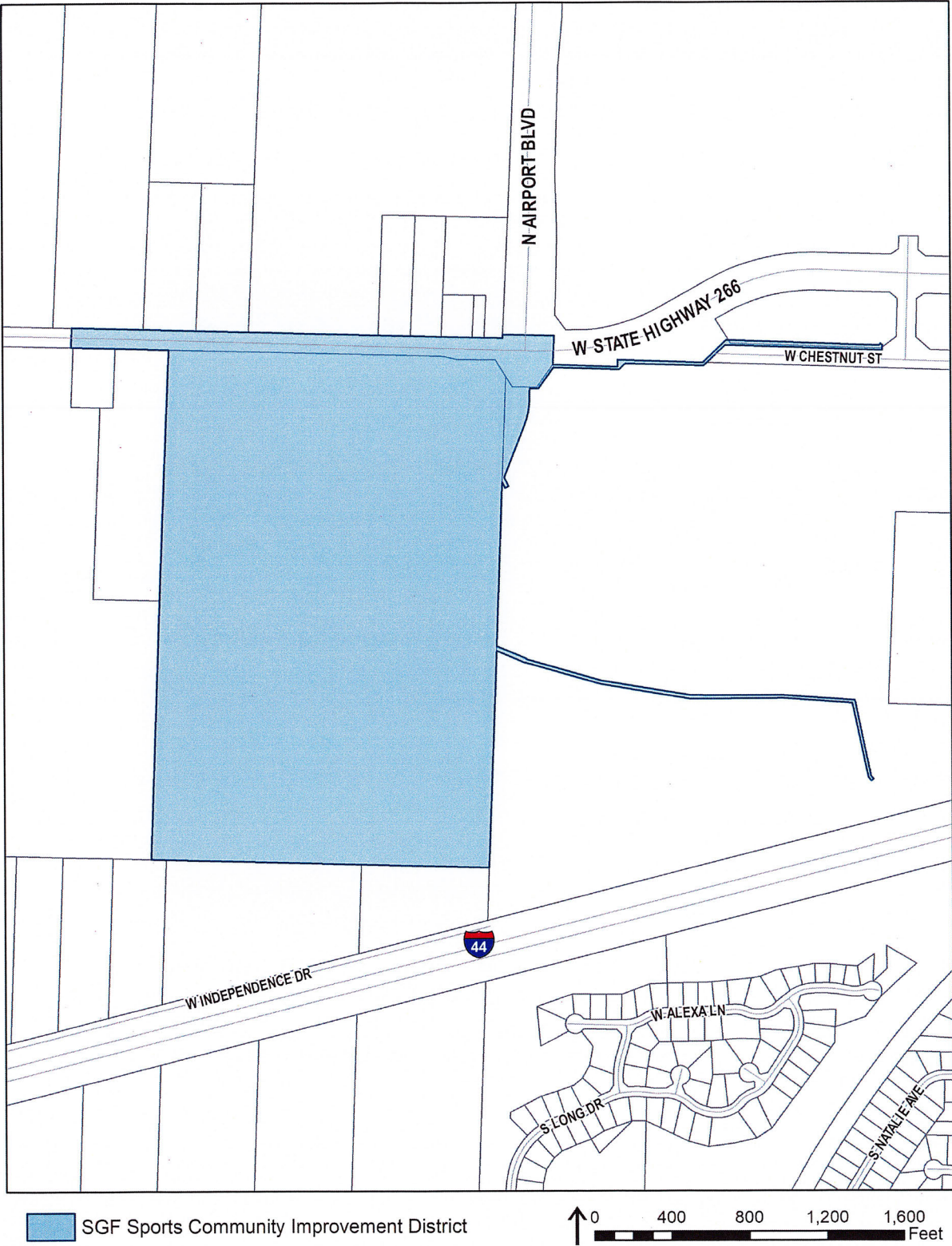


EXHIBIT C
List of Owners of Real Property inside District

Owner	Parcel No.	Assessed Valuation (2020)	Acres
Deer Lake Partners, LLC	881423100001	\$3,770	106.04
JJ&J, Incorporated	881424200020	\$341,630	128.07 ¹
Springfield Underground, Inc.	881413300001	\$8,740	144.62 ¹

¹ Parcel is only partially located inside District

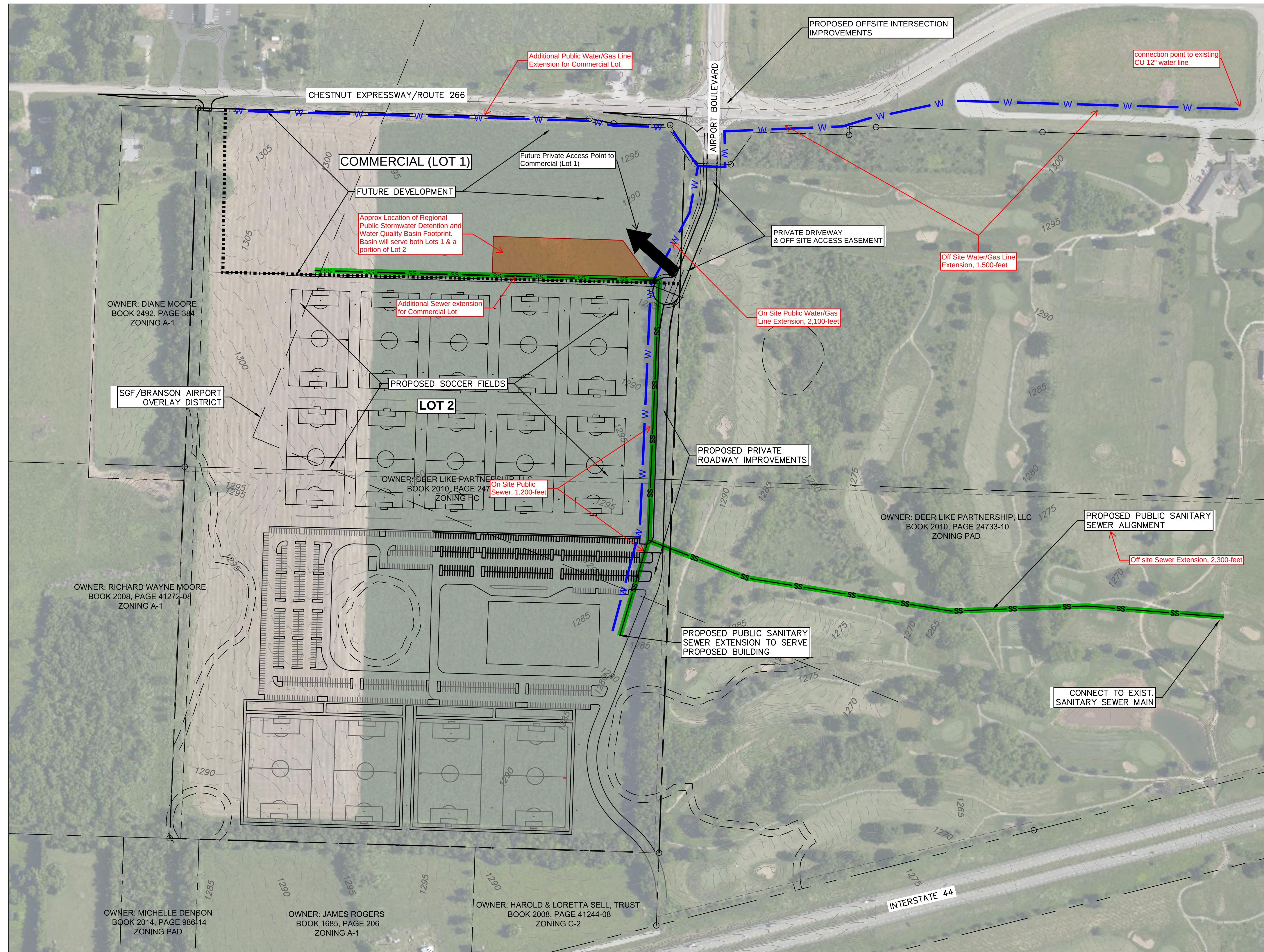
EXHIBIT D
Five-Year Plan

1. **Purpose of the District.** The purposes of the District are to:
 - A. Provide or cause to be provided for the benefit of the District, the certain public improvements as described in this Exhibit;
 - B. To levy and collect the CID Sales and Use Tax in order to provide a source of repayment for public improvements as proposed within this Petition, and related expenses; and
 - C. Provide for ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the CID Act and the Cooperative Agreement; and,
 - D. Such other purposes as authorized or required by the CID Act.
2. **Services.** The services to be performed by the District may include the following:
 - A. Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the CID Act and the revised statutes of the State of Missouri;
 - B. Developing funding sources, including the levying of the CID Sales and Use Tax, necessary in order to pay for the costs and expenses of the District and to pay for public improvements as proposed within this Petition, all in a manner authorized by the CID Act; and
 - C. Providing such accountings, reports and communications as are required by the CID Act and the Cooperative Agreement.
3. **Improvements.** The District shall use its revenues to fund certain public improvements that are required to facilitate development of a private athletic complex and adjoining potential retail/commercial component near the southwest corner of the intersection of North Airport Boulevard and West State Highway 266 as per the Infrastructure Reimbursement Agreement between SGF Sports, LLC and the City of Springfield, Missouri, dated March 10, 2021 (the "CID Project"). These public improvements include on-site and off-site sanitary sewer, water, and gas; regional detention basin(s); road and sidewalk improvements; associated design and permitting fees; and contingency costs. The public improvements associated with the CID Project and their estimated costs are detailed in Exhibits D-1 and D-2.

Per the Infrastructure Reimbursement Agreement, SGF Sports, LLC (the "Developer") shall construct the CID Project. Upon completion, the City of Springfield shall reimburse up to \$2 million of CID Project costs and \$100,000 of interest costs to the Developer. The District shall then use its revenues to reimburse the City of Springfield up to \$2.1 million with interest at the rate of five percent (5%).
4. **Budget.** The estimated five-year budget for the District is attached to and made a part of this Petition as Exhibit D-3.

EXHIBIT D-1

CID Project Concept Plan



FLOOD ZONE:

THE FLOOD INSURANCE RATE MAPS (FIRM) FROM THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
COMMUNITY PANEL NOS. 29077C0308E AND
29077C0309E, EFFECTIVE DATE OF DECEMBER 17,
2010, SHOWS THIS PROPERTY IS LOCATED IN ZONE "X"
(AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL
CHANCE FLOODPLAIN.)

UTILITY COMPANIES:

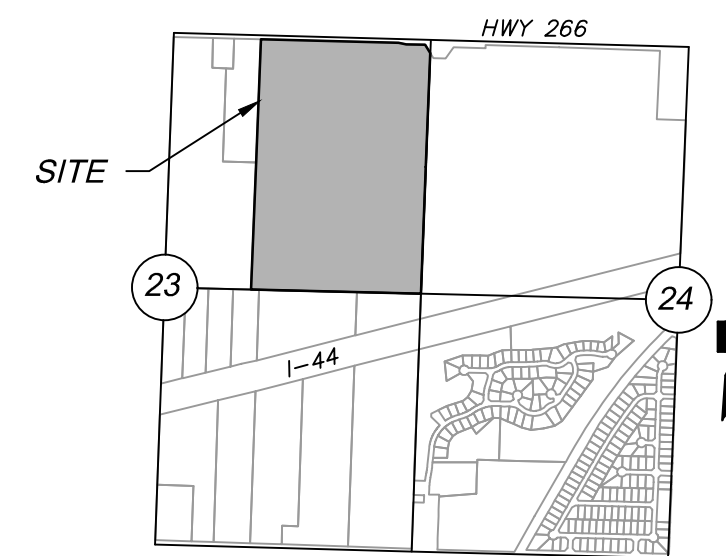
WATER/ELECTRIC/GAS
CITY UTILITIES OF SPRINGFIELD
2665 S. BLACKMAN ROAD
SPRINGFIELD, MO 65809
CONTACT: DEVELOPER SERVICES
PH: (417) 831-8815
EMAIL:
developer_services@cityutilities.net

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
CONTACT: JULIE HAWKINS
PH: (417) 864-1876
EMAIL: jhawkins@springfieldmo.gov

COMMUNICATIONS

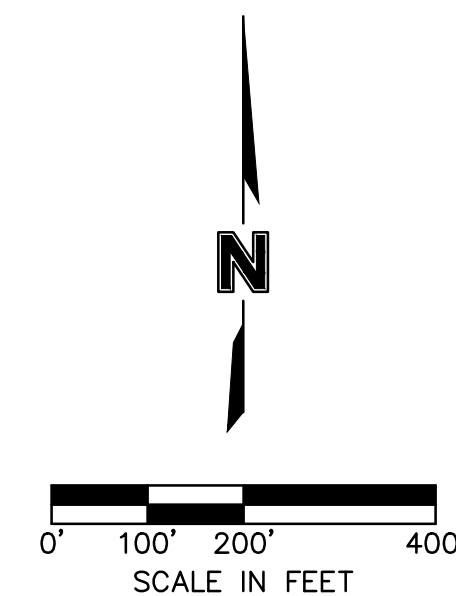
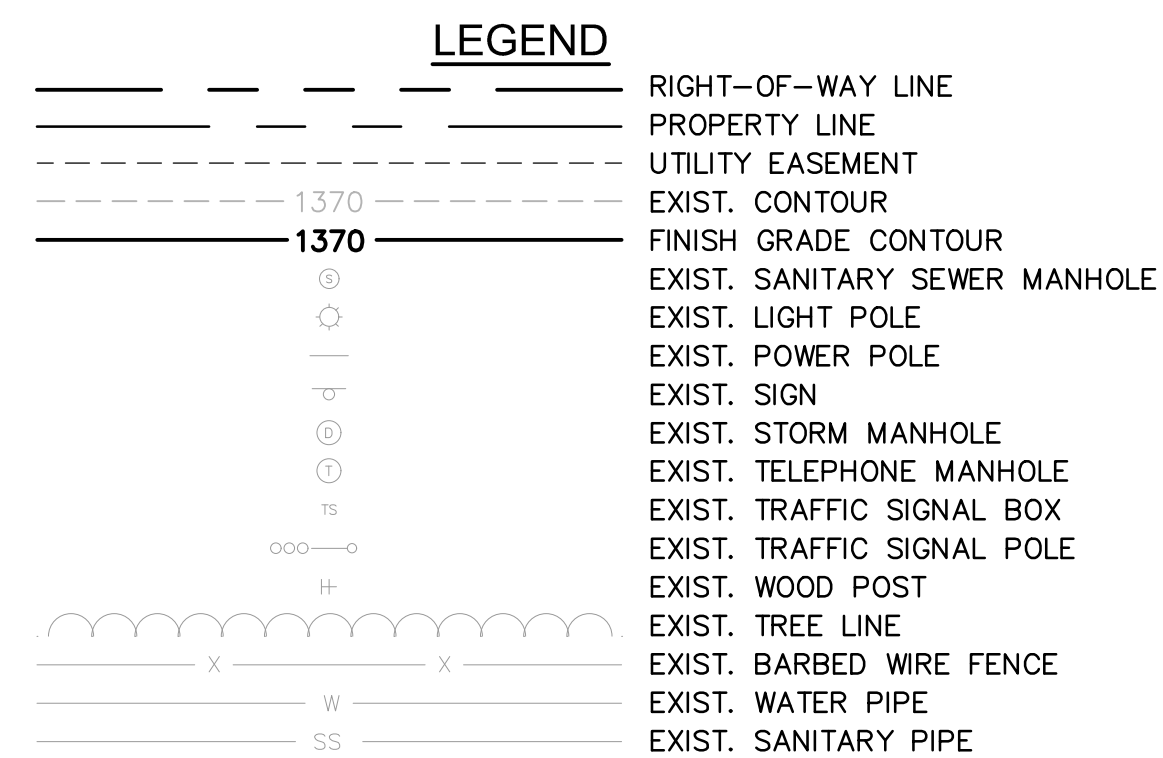
AT&T
600 ST. LOUIS STREET
SPRINGFIELD, MO 65806
CONTACT: STEVEN BEIER
PH: (417) 836-2761
EMAIL: sb9742@att.com



LOCATION MAP
SEC. 23 & 24, T-29-N, R-23-W
SCALE: 1"=2000'

BENCHMARKS

LIDAR ELEVATIONS BASED ON NAVD 88 BY USE OF
MODOT CONTINUOUSLY OPERATING GNSS RTK NETWORK



ENGINEER:

OLSSON, INC.
JARED RASMUSSEN
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
PH: (417) 890-8802
FAX: (417) 890-8805

SURVEYOR:

OLSSON, INC.
ROD NEFF
550 ST. LOUIS STREET
SPRINGFIELD, MO 65807
PH: (417) 890-8802
FAX: (417) 890-8805

OWNER/DEVELOPER:

DEER LAKE PARTNERS, LLC
CONTACT: ROBERT PHILLIPS
4500 S 129TH EAST AVE. SUITE 115
TULSA OK 74134
PH: (918) 523-4000

BOUNDARY DESCRIPTION

IN TRACT OF LAND, SITUATED IN SECTION 33 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF TRACT III DESCRIBED IN BEED BOOK 2010, PAGE 24733-10, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDERS' OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 0°145'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER FOR A POINT OF BEGINNING; THENCE NORTH 88°47'48" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,754.45 TO AN EXISTING IRON PIN FOR THE CORNER; THENCE N01°50'13" EAST A DISTANCE OF 1,333.63 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE N01°40'14" EAST A DISTANCE OF 1,287.49 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 266 FOR CORNER; THENCE NORTH 88°53'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,402.32 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 88.86 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 88°54'54" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 202.35 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 32°54'54" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 100.32 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01°48'27" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°29'45" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 105.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

EXHIBIT D-2
Estimated CID Project Costs

OFFSITE UTILITIES	Cost
12-inch PVC Offsite Water	\$ 142,500
4-inch Plastic Offsite Gas	\$ 20,350
City Utilities Design & Inspection Fee	\$ 29,313
10-inch PVC Offsite Sewer	\$ 241,500
Subtotal	\$ 433,663
Contingency (20%)	\$ 86,733
Total	\$ 520,396
OFFSITE TRAFFIC AND TRANSPORTATION	
HWY 266 Right Turn Lane @ Public Road A	\$ 150,000
HWY 266 Intersection Restriping	\$ 30,000
Sidewalks along HWY 266	\$ 41,800
Subtotal	\$ 221,800
Contingency (20%)	\$ 44,360
Total	\$ 266,160
ONSITE PUBLIC IMPROVEMENTS	
Public Sanitary	\$ 120,000
Additional Sanitary for Commercial Lot	\$ 120,000
Public Water (8") & Gas Joint Trench (2")	\$ 241,500
Additional Public Water (8") & Gas Joint Trench	\$ 195,500
2" for Commercial Lot Regional Basins	\$ 150,000
Subtotal	\$ 827,000
Contingency (20%)	\$ 165,400
Total	\$ 992,400
PERMITS, INSPECTIONS, AND DESIGN FEES	
City Inspection Fees (5% of Road, Basin and Sanitary Construction Costs)	\$ 77,418
Land Disturbance Permits (MO and City)	\$ 3,000
Rezoning, TIS, Platting, and Design	\$ 126,005
Subtotal	\$ 206,423
Contingency (20%)	\$ 41,285
Total	\$ 247,708
CID Project Grand Total*	
	\$2,026,663

* Per the Infrastructure Reimbursement Agreement between SGF Sports, LLC and the City of Springfield, dated March 10, 2021, reimbursable CID Project Costs shall be limited to \$2 million. Said costs may include up to an additional \$100,000 in developer interest costs. The District shall reimburse the City for these costs with interest at 5%.

EXHIBIT D-3
Five-Year Budget

	Year 1	Year 2	Year 3	Year 4	Year 5
Income					
1% Sales & Use Tax	\$ 1,000.00	\$ 25,000.00	\$ 50,000.00	\$ 70,000.00	\$ 82,000.00
less					
MO Collection Fee (1%)	\$ (10.00)	\$ (250.00)	\$ (500.00)	\$ (700.00)	\$ (820.00)
Net Income	\$ 990.00	\$ 24,750.00	\$ 49,500.00	\$ 69,300.00	\$ 81,180.00
Expenses					
Reimbursement to City	\$ (990.00)	\$ (24,750.00)	\$ (49,500.00)	\$ (69,300.00)	\$ (81,180.00)
City Infrastructure Reimbursement					
Starting Balance	\$ 2,100,000.00	\$ 2,204,010.00	\$ 2,179,260.00	\$ 2,129,760.00	\$ 2,060,460.00
Interest (5%)	\$ 105,000.00	\$ -	\$ -	\$ -	\$ -
Payment to City	\$ (990.00)	\$ (24,750.00)	\$ (49,500.00)	\$ (69,300.00)	\$ (81,180.00)
Ending Balance	\$ 2,204,010.00	\$ 2,179,260.00	\$ 2,129,760.00	\$ 2,060,460.00	\$ 1,979,280.00

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

and

SGF SPORTS
COMMUNITY IMPROVEMENT DISTRICT

and

SGF SPORTS, LLC

dated as of

_____, 2021

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this _____ day of _____, 2021, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **SGF SPORTS COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), and **SGF SPORTS, LLC** (the “**Developer**”) (the City, District, and Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

Recitals:

WHEREAS, on _____, 2021, _____ filed the “Petition to Establish the SGF Sports Community Improvement District” (the “**Petition**”), which proposed formation of the District to reimburse the City for certain costs associated with design and construction of the SGF Sports Development (the “**Development**”); and

WHEREAS, the City Council of Springfield, Missouri (the “**City Council**”), did on _____, 2021 pass Special Ordinance No. _____, which approved the Petition and formed the District; and

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

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

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

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

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

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

Section 1.2 Definitions.

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

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

"CID Project" means those certain public improvements that are required to facilitate development of a private athletic complex and adjoining potential retail/commercial component near the southwest corner of the intersection of North Airport Boulevard and West State Highway 266 as per the Infrastructure Reimbursement Agreement between Developer and City, dated _____, 2021. These public improvements include on-site and off-site sanitary sewer, water, and gas; regional detention basin(s); road and sidewalk improvements; associated design and permitting fees; contingency costs; and any other public improvements within the District that are eligible under the CID Act and that are constructed for or in connection with the Development, as set forth in the Petition and as further described in **Exhibit "_____"** attached hereto.

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

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

"City" shall mean the City of Springfield, Missouri, a constitutionally chartered home rule city in the state of Missouri and its successors and assigns.

"City Council" means the governing body of the City of Springfield, Missouri.

"Development" is the SGF Sports Development, as set forth in the Infrastructure Reimbursement Agreement defined herein.

“District” is the SGF Sports Community Improvement District, which includes all real property described on **Exhibit “A”**.

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

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party’s failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

“Infrastructure Reimbursement Agreement” is the Infrastructure Reimbursement Agreement between City and Developer dated _____, 2021.

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

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

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

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

(2) All Operating Costs of the District; and

(3) All other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition,

annexation, construction, improvement, and financing of the CID Project and which may lawfully be paid or incurred by the District under the CID Act.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

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

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of District's Board of Directors (the "Board"), the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

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

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

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

Section 2.2 Representations by the City.

The City represents that:

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

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

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

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

Section 2.3 Representations by the Developer.

The Developer represents that:

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

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

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Project. In addition, no litigation, proceedings, or investigation are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of

this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, of the terms and provisions of this Agreement.

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

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales and Use Tax.

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Sales and Use Tax. The CID Sales and Use Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District shall receive the CID Sales and Use Tax Revenue from the Department of Revenue or from the City, if collected by the City as provided herein, which shall be used to reimburse the City for Reimbursable Project Costs incurred by the City, and the District for Operating Costs incurred by the District in the order of priority set forth herein. The District shall have no obligation to reimburse the City for Project Costs until a Certificate has been approved (as described in Section 4.3) and after and to the extent CID Sales and Use Tax Revenues have been collected and are available for payment to the City in accordance with this Agreement.

Section 3.2 Administration and Collection of the CID Sales and Use Tax.

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

Section 3.3 Operating Costs.

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

Section 3.4 Enforcement of the CID Sales and Use Tax.

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

Section 3.5 Distribution of the CID Sales and Use Tax Revenue.

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

- A. The District shall pay Operating Costs of the District.
- B. The District shall pay the City's Reimbursable Project Costs.

Section 3.6 Records of the CID Sales and Use Tax.

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

Section 3.7 Repeal of the CID Sales and Use Tax.

When: (1) the City has been fully reimbursed for the cost (a) to finance the CID Project and Reimbursable Project Costs and, (b) to pay ongoing Operating Costs associated with and required by the business of the District, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales and Use Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales and Use Tax and abolishment of the District if any portion

of the District's obligations remain unpaid. The City's obligation to perform for the District any functions incident to the administration, collection, enforcement and operation of the CID Sales and Use Tax for the District shall terminate concurrent with the repeal of the CID Sales and Use Tax levied by the District. Upon repeal of any CID Sales and Use Tax, the District shall:

- A. Pay all outstanding Operating Costs to the District;
- B. Pay all unpaid Reimbursable Project Costs to the City; and
- C. Retain any remaining CID Sales and Use Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1 Design and Construction of CID Project.

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

Section 4.2 Financing the CID Project.

The District shall impose the CID Sales and Use Tax within the boundaries of the District to assist in the funding of the CID Project.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Project, the City shall reimburse Developer for the Reimbursable Project Costs pursuant to the provisions of the Infrastructure Reimbursement Agreement. The City shall then submit a Certificate of Completion and Reimbursable Project Costs ("**Certificate**") to the District using the form attached as **Exhibit "D"**: The City shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the District determines that the CID Project, or an applicable portion of any CID Project, has been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the District shall

approve the Certificate and the amounts stated therein for payment. If the CID Project, or an applicable portion of any CID Project, is not complete, then the District shall not approve the certificate and the amounts stated therein for payment, and shall specify in writing within sixty (60) days after receiving City's Certificate the reason(s) for withholding its approval. Upon request of the City or the District, the District shall hold a hearing at which the City or the Board may present new and/or additional evidence. The City shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Ownership, Maintenance, and Dedication of CID Projects.

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

Section 4.5 Annual Budget.

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

Section 4.6 New CID Projects.

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

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the District.

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

Section 5.2 Records of the City.

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

Section 5.3 Consent by Tenants and Transferees.

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

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

beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

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

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

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

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

The Parties agree that:

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

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

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

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

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

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

Section 6.2 Remedies on Default.

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

Section 6.3 Rights and Remedies Cumulative.

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

Section 6.4 Waiver of Breach.

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

Section 6.5 Excusable Delays.

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

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

This Agreement shall become effective on the date set forth herein. Upon expiration of the CID Sales and Use Tax as providing in Section 3.7 the District shall be abolished in accordance with Section 67.1481, RSMo.

Section 7.2 Immunities.

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

Section 7.3 Modification.

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

Section 7.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any action, breach, enforcement, or interpretation thereof shall be had only in the Circuit Court of Greene County, Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties.

Section 7.5 Validity and Severability.

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

Section 7.6 Execution of Counterparts.

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

Section 7.7 City Approvals.

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

Section 7.8 District Approvals.

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

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

ATTEST:

**THE CITY OF SPRINGFIELD,
MISSOURI**

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

**SGF SPORTS COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Name:
Title:

ATTEST

By: _____

SGF SPORTS, LLC

By: _____

Name:

Title:

EXHIBIT A
DISTRICT LEGAL DESCRIPTION

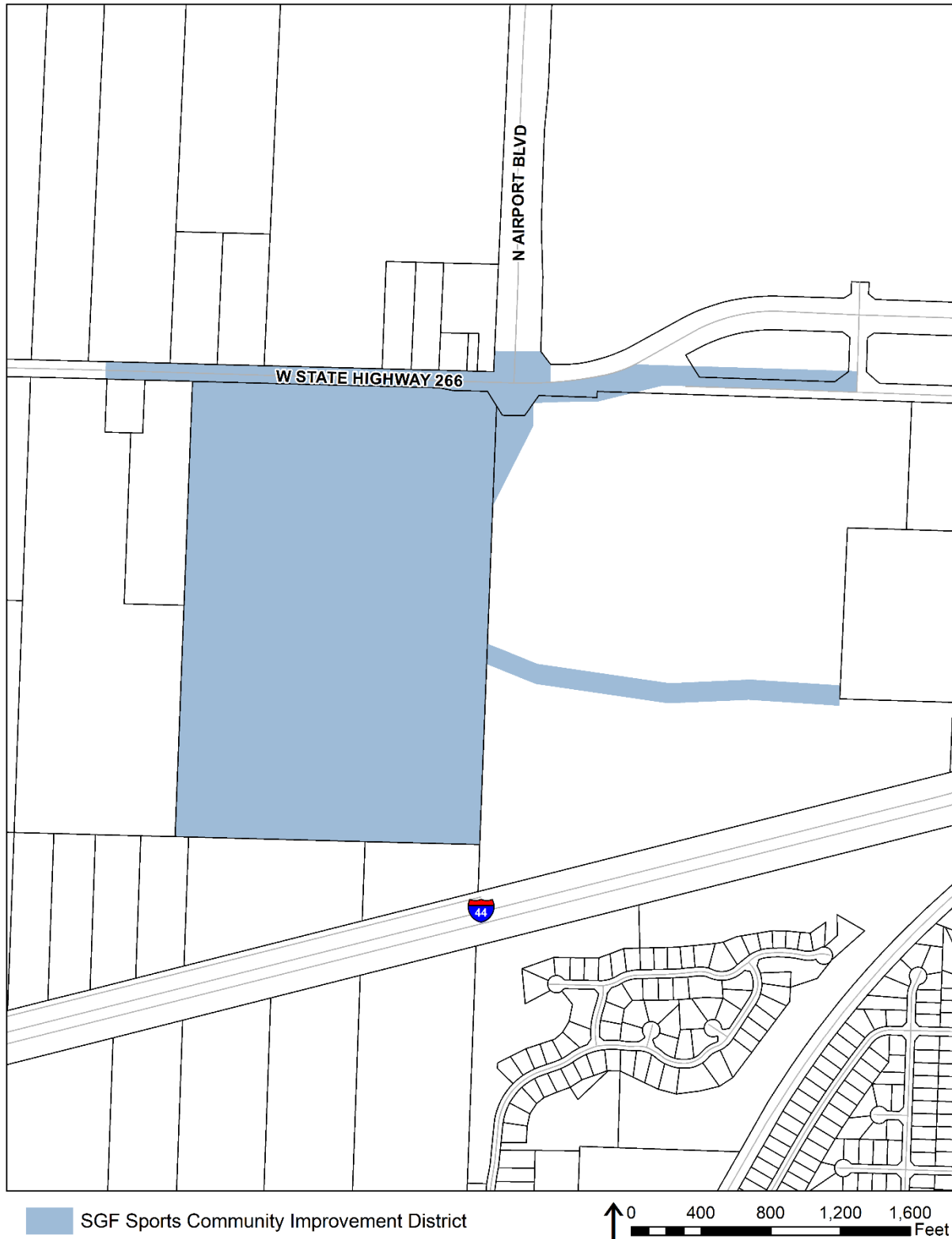
EXHIBIT A-1

ESTIMATED COSTS OF CID PROJECT

OFFSITE UTILITIES	Cost
12-inch PVC Offsite Water	\$ 142,500
4-inch Plastic Offsite Gas	\$ 20,350
City Utilities Design & Inspection Fee	\$ 29,313
10-inch PVC Offsite Sewer	\$ 241,500
Subtotal	\$ 433,663
Contingency (20%)	\$ 86,733
Total	\$ 520,396
OFFSITE TRAFFIC AND TRANSPORTATION	
HWY 266 Right Turn Lane @ Public Road A	\$ 150,000
HWY 266 Intersection Restriping	\$ 30,000
Sidewalks along HWY 266	\$ 41,800
Subtotal	\$ 221,800
Contingency (20%)	\$ 44,360
Total	\$ 266,160
ONSITE PUBLIC IMPROVEMENTS	
Public Sanitary	\$ 120,000
Additional Sanitary for Commercial Lot	\$ 120,000
Public Water (8") & Gas Joint Trench (2")	\$ 241,500
Additional Public Water (8") & Gas Joint Trench	\$ 195,500
2" for Commercial Lot Regional Basins	\$ 150,000
Subtotal	\$ 827,000
Contingency (20%)	\$ 165,400
Total	\$ 992,400
PERMITS, INSPECTIONS, AND DESIGN FEES	
City Inspection Fees (5% of Road, Basin and Sanitary Construction Costs)	\$ 77,418
Land Disturbance Permits (MO and City)	\$ 3,000
Rezoning, TIS, Platting, and Design	\$ 126,005
Subtotal	\$ 206,423
Contingency (20%)	\$ 41,285
Total	\$ 247,708
CID Project Grand Total*	\$2,026,663

* Per the Infrastructure Reimbursement Agreement between SGF Sports, LLC and the City of Springfield, dated _____, 2021, reimbursable CID Project Costs shall be limited to \$2 million. Said costs may include up to an additional \$100,000 in developer interest costs. The District shall reimburse the City for these costs with interest at 5%.

EXHIBIT B
MAP OF DISTRICT



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

**CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

To: City Manager, City of Springfield, Missouri
cc: Executive Director, SGF Sports Community Improvement District

Re: Completion and Certification of the SGF Sports Community Improvement District Reimbursable Project Costs

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

1. The capital improvements of the CID Project, or an appropriate portion thereof, have been completed by the Developer in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements in the CID Project.

2. Each item listed on *Schedule 1* attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

3. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement and the CID Act.

4. No item listed on *Schedule 1* has previously been paid or reimbursed from money derived from the CID Sales and Use Tax, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer or City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.

7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

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

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

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

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

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

Dated this _____ day of _____, 20____.

City of Springfield, Missouri

By: _____
Name: _____
Title: _____

Approved:

SGF Sports Community Improvement District

By: _____
Name: _____
Title: _____

Date: _____

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

Itemization of Reimbursable Project Costs

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 10-26-21

Sponsored by McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2021-276

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budgets of the General Fund, the 2019-2024 1/4-Cent Capital
2 Improvement Sales Tax Fund, and the 2021-2025 1/8-Cent Transportation
3 Sales Tax Fund for Fiscal Year 2021-2022 to appropriate funds in the
4 amount of \$611,000 to reimburse Costco Wholesale Corporation for total
5 payments due in Fiscal Year 2021- 2022 pursuant to the City's
6 Infrastructure Reimbursement Agreement.
7
8

9 WHEREAS, City Council authorized, pursuant to Special Ordinance 27335, the
10 City Manager to enter into an Infrastructure Reimbursement Agreement ("Agreement")
11 with Costco Wholesale Corporation ("Costco") to reimburse Costco up to \$4,800,000,
12 plus interest, for public improvements made to South Eastgate Avenue and East Olive
13 Street to provide a suitable site for the Costco facility; and
14

15 WHEREAS, said Agreement authorized City to reimburse Costco one-half of the
16 1% general sales tax, 1/4% capital improvements sales tax, and 1/8% transportation
17 sales generated by their facility, for a term of 15 years or until the \$4,800,000
18 reimbursement amount is complete, whichever occurs first; and
19

20 WHEREAS, the Costco reimbursement for 2021-2022 Fiscal Year is estimated
21 not to exceed \$611,000.
22

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

26 Section 1 – The budget of the City for Fiscal Year 2021-2022 is hereby amended
27 in the accounts and in the amounts as shown on Budget Adjustment No. 026, a copy of
28 which is attached hereto and incorporated herein by reference as "Exhibit A."
29

30 Section 2 – City Council finds that the budget adjustment made above has been
31 recommended by the City Manager, and the City Manager is directed to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: _____, Assistant City Attorney

48
49
50 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-276

FILED 10-26-21

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To appropriate funds for payment of the Infrastructure Reimbursement Agreement with Costco Wholesale Corporation, for improvements made to South Eastgate Avenue and East Olive Street by amending the FY2021-2022 budget for \$611,000. Appropriations for future years will be handled via the annual budget process until the total of \$4,800,000 plus interest has been reimbursed to Costco Wholesale Corporation.

BACKGROUND INFORMATION: Special Ordinance 27335 passed June 15, 2020, authorized an Infrastructure Reimbursement Agreement with Costco Wholesale Corporation. In order to provide a suitable site of the approximately 160,000 square foot facility and vehicle fueling facility, required public improvements included; moving Eastgate Avenue east and building Olive Street from Eastgate to Pebble Beach Avenue. Additional public improvements included modification of the existing traffic signal at Eastgate and Chestnut Expressway and stormwater improvements associated with public right-of-way.

The required public improvements were estimated to cost \$4.8 million. The City will reimburse Costco for these improvements using a portion of the local sales taxes generated by their facility. The agreement authorized reimbursement to Costco using one-half of the 1% general sales tax, 1/4% capital improvements sales tax and 1/8% transportation sales tax. The agreement has a term of 15 years and includes an interest rate on the unpaid balance of 5%. Reimbursement payments will be made on a monthly basis until complete.

REMARKS: Staff recommends approval.

Submitted and Recommended by:



Sarah Kerner,
Economic Development Director

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
026

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14020	401510	000000	00000	\$ 444,364	Sales Tax
41100	09	14020	401510	000000	00000	111,091	Sales Tax
40060	09	14020	401510	000000	00000	55,545	Sales Tax
Net Revenue Adjustment						\$ 611,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14020	502490	000000	00000	\$ 444,364	Reimbursement
41100	09	14020	502490	000000	00000	111,091	Reimbursement
40060	09	14020	502490	000000	00000	55,545	Reimbursement
Net Expenditure Adjustment						\$ 611,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating reimbursements to Costco Wholesale Corporation for public improvements per the Infrastructure Reimbursement Agreement.

Requested By:

Sarah Kerner 10/27/21
Department Head Date

Approved By:

DL Hill 10/27/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-276
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-26-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-277

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept the City of Springfield's
2 allocation of \$3,805,703 of HOME-American Rescue Plan grant
3 funds from the U.S. Department of Housing and Urban Development;
4 authorizing the City Manager, or his designee, to execute the grant
5 agreement as an amendment to the Housing and Urban
6 Development Fiscal Year 2021 Annual Action Plan; and amending
7 the Fiscal Year 2021-2022 budget in the amount of \$3,805,703 for
8 the purpose of appropriating these funds.
9 _____

10
11 WHEREAS, the American Rescue Plan Act of 2021 ("ARPA"), signed into law on
12 March 11, 2021, requires the U.S. Department of Housing and Urban Development
13 ("HUD") to allocate ARPA funds to eligible government organizations using an allocation
14 method similar to that which provides the City with its annual HOME grant allocation;
15 and
16

17 WHEREAS, the City was awarded \$3,805,703 in HOME-American Rescue Plan
18 ("HOME-ARP") grant funds.
19

20 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
21 SPRINGFIELD, MISSOURI, as follows, that:
22

23 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
24 accept \$3,805,703 in HOME-ARP grant funds, to execute the HOME-ARP grant
25 agreement, as an amendment to the Housing and Urban Development Fiscal Year 2021
26 Annual Action Plan, and to do those things necessary to carry out the intent of the grant,
27 including execution of any necessary documents, provided they are in a form approved
28 by the City Attorney or designee.
29

30 Section 2 – City Council hereby amends the budget for Fiscal Year 2021-2022 in
31 the accounts and in the amounts as shown on Budget Adjustment No. 028, a copy of
32 which is attached hereto and incorporated herein by this reference as "Exhibit A."
33

34 Section 3 – City Council hereby finds that the budget adjustment made above
35 has been recommended by the City Manager and further finds that the budget
36 adjustment herein is necessary to meet the need for relevant public expenditure.
37

38 Section 4 – City Council hereby directs the City Manager, or his designee, to
39 cause the appropriate accounting entries to be made in the books and records of the
40 City. In the event additional funding is provided under these grants by the grantor, the
41 Director of Finance is hereby authorized to adjust this appropriation by an amount not to
42 exceed 20 percent and to do all things necessary to carry out the intent of the grants.
43

44 Section 5 – This Ordinance shall be in full force and effect from and after
45 passage.
46

47 Passed at meeting: _____
48

49 _____
50 Mayor
51

52 Attest: _____, City Clerk
53

54 Filed as Ordinance: _____
55

56
57 Approved as to form: Jill Bunnis, Assistant City Attorney
58

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

EXPLANATION TO COUNCIL BILL 2021- 277

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: To authorize the City Manager, or his designee, to accept the City of Springfield's allocation of HOME-American Rescue Plan ("HOME-ARP") grant funds from the U.S. Department of Housing and Urban Development ("HUD"), and to execute the grant agreement as an amendment to the HUD Fiscal Year 2021 Annual Action Plan.

BACKGROUND INFORMATION: The ARP Act was signed into law on March 11, 2021. HUD is required to allocate the funds to eligible government organizations using a similar allocation method that provides the City of Springfield with its annual HOME grant allocation. Pursuant to the ARP Act, HUD was required to create a new, but similar grant program to accommodate the differences between the HOME Grant and the HOME-ARP Grant. On September 13, 2021, HUD issued regulations and guidance on the new HOME-ARP grant program. The HOME-ARP Grant agreement was received on September 22, 2021, ("Exhibit A") for the city's allocation of \$3,805,703

The HOME-ARP Grant can be used for the following six types of activities:

- Grant Administration and Planning
- HOME-ARP Rental Housing Development
- Tenant-Based Rental Assistance
- Supportive Services for Qualifying Populations
- Non-Congregate Shelter Acquisition and Development
- Non-profit Agency Operating expenses and/or Capacity Building Assistance directly related to HOME-ARP activities.

The Grant also requires that the grant funds be used to assist specifically defined Qualifying Populations:

- Homeless
- At-risk of Homelessness
- Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking.
- Other Families Requiring Services or Housing Assistance to Prevent Homelessness or that are at great risk of housing instability

HUD must approve our final HOME-ARP Allocation Plan. HUD requires the City to develop a needs analysis and consult with citizens and local agencies that provide assistance to or that have programs for the homeless, persons with disabilities, and veterans. The grant allows for a limited amount of the funding (up to 5%) to be utilized for the needs analysis and conducting the required consultation in preparing the Allocation Plan.

REMARKS: Staff will continue our required consultation with citizens, various service providers and other organizations as required by HUD. An Allocation Plan must be approved by City Council prior to submission to HUD. The proposed Allocation Plan will be presented to Council once all required consultation is completed. The Budget Adjustment document is attached as Exhibit A. Staff recommends approval.

Submitted by:

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

Bob Jones, Grants Administrator

Recommended by:

A handwritten signature in blue ink, appearing to read "Brendan Griesemer", written over a horizontal line.

Brendan Griesemer, AICP
Acting Director

Approved by:

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

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
028

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21200	17	60110	416010	100464	00000	\$ 3,805,703	HOME ARP Grant
Net Revenue Adjustment						\$ 3,805,703	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21200	17	60110	504580	100464	00000	\$ 3,805,703	HOME ARP Grant
Net Expenditure Adjustment						\$ 3,805,703	

Fund Balance Appropriation:

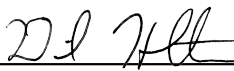
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating Federal grant funds from the Department of Housing and Urban Development for the HOME American Rescue Plan grant.

Requested By:

 10/27/21
Department Head Date

Approved By:

 10/27/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-277
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 59 _____
Filed: 10-26-21 _____

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-278

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 Missouri Highways and Transportation Commission and Parsons
3 Transportation Group, Inc., for the development, implementation and
4 maintenance of updated advanced traffic management system
5 software and hardware to be operated by the Missouri Department of
6 Transportation and the City of Springfield at the Transportation
7 Management Center of the Ozarks for traffic management and traveler
8 information services throughout the regional roadway network.
9 _____

10
11 WHEREAS, the City wishes to enter into an agreement with both the Missouri
12 Highways and Transportation Commission and Parsons Transportation Group, Inc., for
13 software and hardware to support and update the advanced traffic management system
14 (ATMS) and the Transportation Management Center of the Ozarks (TMC); and
15

16 WHEREAS, the desired software and hardware provides traffic management
17 staff with integrated traffic management functionality.
18

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:
21

22 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
23 an agreement with the Missouri Highways and Transportation Commission and Parsons
24 Transportation Group, Inc., said agreement to be in substantially the form as that
25 document attached hereto and incorporated herein by reference as “Exhibit A,” and to
26 do those things necessary to carry out the intent of the Agreement.
27

28 Section 2 – This Ordinance shall be in full force and effect from and after
29 passage.
30

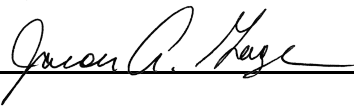
31 Passed at meeting: _____
32
33 _____

34 Mayor

35
36 Attest: _____, City Clerk

37
38
39 Filed as Ordinance: _____

40
41
42 Approved as to form: , Assistant City Attorney

43
44
45 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 278

FILED: 10-26-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission (“MHTC”) and Parsons Transportation Group, Inc. (hereinafter, “Consultant”), for the development, implementation, and maintenance of updated Advanced Traffic Management System (“ATMS”) software and hardware to be operated by Missouri Department of Transportation (“MoDOT”) and the City of Springfield at the Transportation Management Center of the Ozarks (“TMC”) for traffic management and traveler information services throughout the regional roadway network.

BACKGROUND INFORMATION: This agreement (“Exhibit A”) defines the services to be provided by the Consultant and MoDOT (through collaboration with the City), and the terms under which the City and MoDOT will share in the cost of acquiring the software and hardware.

City staff participated in the evaluation and selection of the Consultant which responded to the MoDOT solicitation issued June 15, 2021, for ATMS software to be implemented at the traffic management centers in St. Louis and Springfield. MoDOT, along with City staff, evaluated letters of interest received from four vendors including CJW Transportation Consultants, Kimley-Horn and Associates, Parsons Transportation Group, and TransCore. Project interviews with three of the vendors were conducted virtually during the week of July 19, and consultant selection was agreed upon by representatives from MoDOT Central Office, St. Louis District, Southwest District, and City of Springfield.

The proposed ATMS software, iNET, will provide TMC staff with integrated traffic management functionality for incidents, roadwork, and special events; traffic sensor data processing; data storage and retrieval of field data for performance measure reporting; closed-circuit television (CCTV) traffic monitoring camera control; dynamic message sign (DMS) control; computer-aided dispatch (CAD) interface that supports importing of external incidents from E911; and data feeds to the public website and external partners. The St. Louis TMC provides overnight remote coverage of Springfield TMC operations. Utilizing the same software provides for more effective interoperability between the two TMCs.

The iNET software would replace the existing ATMS software, for which the vendor contract was recently extended to provide coverage through the transition. In addition to features included in the existing software, iNET will also provide enhanced features such as a browser-based interface that is more secure and accessible; customizable user/operator interface; mobile device platform; intersection level mapping capabilities that will allow operators to define closures for multiple intersection approach lanes;

mapping capabilities for arterial two-way center turn lanes; and integrated automated traffic signal performance measures software module.

The total cost for the three-year contract is estimated at \$293,329, for which the City will be responsible for twenty-five percent (25%) of actual costs, not to exceed \$73,332.25, made payable directly to the Consultant. The City's portion would be funded from the 1/8-cent Transportation Sales Tax ITS and Signal System Improvements Program and is already budgeted.

Supports the following 2021 City Council Priorities:

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

REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this council bill.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

EXHIBIT A

CCO Form: DE43
Approved: 07/99 (DPP)
Revised: 08/20 (BDG)
Modified: 09/21 (BDG)

Project Design Consultant Agreement
Agreement No. 2021-08-65178
Route: Various
County: Various
Job No.: 8Q3181

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROJECT DESIGN CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)

THIS AGREEMENT is entered into by Parsons Transportation Group Inc. (hereinafter, "Consultant") and the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "City"). Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Commission and City of Springfield have undertaken a regional Intelligent Transportation Systems (ITS) program and continue to partner in the operation of the Transportation Management Center of the Ozarks (hereinafter referred to as "TMC of the Ozarks") located in Springfield, MO; and

WHEREAS, the Parties have selected the Consultant to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software or Route Various, Various County designated as Job No. 8Q3181. This ATMS software will be utilized at both the St. Louis and Springfield Traffic Management Centers (TMC), and while the scope is similar, this agreement is for the TMC of the Ozarks only.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Commission, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "AASHTO" means the American Association of State Highway and Transportation Officials.

(B) "COMMISSION" means the Missouri Highways and Transportation Commission, an executive branch agency of state government, which acts by and through its Director, Chief Engineer and others in the Missouri Department of Transportation.

(C) “CONSULTANT” means the firm providing professional services to the Commission and City as a party to this Agreement.

(D) “CONSULTANT'S REPRESENTATIVE” means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Commission's Engineers.

(E) “DELIVERABLES” means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Commission pursuant to the terms and conditions set out in Section (13) of this Agreement.

(F) “DISADVANTAGED BUSINESS ENTERPRISE (DBE)” means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the Commission. Appropriate businesses owned and controlled by women are included in this definition.

(G) “ENGINEER” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(H) “FHWA” means the Federal Highway Administration within the USDOT, headquartered at Washington, D.C., which acts through its authorized representatives.

(I) “INTELLECTUAL PROPERTY” consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) “SUBCONSULTANT” means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) “SUSPEND” the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Commission either decides to terminate the project or reactivate the services under the conditions then existing.

(L) “TERMINATE,” in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the

Consultant, or the unilateral cancellation of this Agreement by the Commission.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(O) "TMC of the Ozarks" means the Missouri Highways and Transportation Commission and the City of Springfield, and their representatives, as engaged in the regional ITS program.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for development and implementation of an Advanced Traffic Management System (ATMS) software as further described in the Exhibits referenced in Section (13) of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission or its Engineer shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the supplemental agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Commission will provide the Consultant with the specific items or services set forth on Exhibit II to this Agreement, titled "Services Provided by the Commission," which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Commission and City; and if none are expressly established in this Agreement, published manuals and policies of the Commission and FHWA which shall be furnished by the Commission upon request; and, absent the foregoing, manuals and policies of AASHTO, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit I.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Commission project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed plans, plans submitted for review by permit authorities, and plans issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible

engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Commission and its Engineers, consultants, and contractors on adjacent projects, and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This shall include attendance at meetings, discussions, and hearings as requested by the Engineer. The minimum number and location of public meetings and public hearings shall be defined in Exhibit I.

(F) In the event any lawsuit or court proceeding of any kind is brought against the TMC of the Ozarks, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the TMC of the Ozarks in preparing the TMC of the Ozarks's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the TMC of the Ozarks by the Consultant will be compensated at an amount or rate negotiated between the TMC of the Ozarks and the Consultant as will be identified in a separate agreement between the TMC of the Ozarks and the Consultant. To the extent the assistance given to the TMC of the Ozarks by the Consultant was necessary for the TMC of the Ozarks to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the TMC of the Ozarks to the Consultant will be reimbursed to the TMC of the Ozarks.

(G) BACKGROUND CHECK: At the written request and at the sole discretion of the Commission, the Commission shall have the right to require the Consultant(s)'s and /or subconsultant's staff that will be performing the work to undergo a criminal background check prior to performing work if the staff may access sensitive information based on computer systems or building access.

The Consultant(s) shall agree to provide information to the Commission that may be needed to complete security background checks of the Consultant's and subconsultant's employees. The Commission's designated representative will provide instruction to the Consultant regarding the process the consultant's staff must follow in order to obtain the background check.

Failure to provide the required information or forms and/or failure to successfully pass the security background checks may result in removal of this individual(s) from service eligibility in performance of project contracted services.

The Consultant(s) shall be responsible for the costs for such security background checks.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other

subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Commission.

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission

for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal:

The Agreement goal established by the Commission is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Paragraph (7)(B)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
N/A				

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the proper written consent of the Commission. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS

<u>Firm Name</u>	<u>Complete Address</u>	<u>Nature of Services</u>
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N/A

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other

evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times at no charge to the Commission and their designees and/or representatives during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Commission or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontract agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;

2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence; and

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Commission in accordance with the submitted invoices for such services, as set forth in Section (10), titled "Fees and Payments."

(F) The Consultant agrees to furnish a list of any Commission-approved DBE Subconsultants under this Agreement upon the request of the Commission.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds twenty-five thousand dollars (\$25,000).

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth

(6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(B) The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Parties as full remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of \$31,428, except that the combined costs and fee will not exceed a maximum amount payable of \$293,329 which is shown in Exhibit III, "Estimate of Costs," attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service. The Commission will be responsible for seventy five percent (75%) of the total project costs, currently estimated at \$219,996.75. The Commission's share will come from its Southwest District TMC of the Ozarks operating budget, payable directly to the Consultant. The City will be responsible for twenty five percent (25%) of the total project costs, currently estimated at \$73,332.25, payable directly to the Consultant.

(B) The Consultant's actual costs shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 C.F.R. Part 31, the Federal Acquisition Regulations (FAR), and 23 C.F.R. 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance,

social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(B) 1 and 2 will be established based on the latest audit. If an audit determines that overhead has increased or decreased during the course of the services, the Consultant shall notify the Commission and utilize the latest audited data as the basis for interim payments and adjust overhead for prior periods. Upon completion of the services outlined under this Agreement, the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. If, however, the Consultant's overhead has remained reasonably uniform during the period of the Agreement, the Consultant's latest audited rates may be accepted as a basis for establishing final payment for payrolls earned in the last fiscal year.

5. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Commission will be required prior to acquisition of reimbursable special equipment.

(C) The Consultant shall submit separate invoices for services rendered to the Commission and City not more than once every month. The invoice must be on the form provided by the Commission and must include all information required pursuant to section 134.5.1.1 of the Commission's Engineering Policy Guide, as amended. A graphic progress report indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress report, the Commission and City will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Commission's and City's receipt of the Consultant's invoice. The Commission and City will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected

by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

(11) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit IV, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) The Consultant and Commission agree that time is of the essence, and the Consultant and Commission will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit IV of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(12) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Commission may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Commission, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Commission.

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Commission for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Commission 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Commission. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Commission that funds are no longer available to continue performance.

2. The Commission's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Commission.

(13) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the TMC of the Ozarks upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. the Consultant shall have the right to their future use with written permission of the TMC of the Ozarks;

2. the Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Consultant shall retain its rights to its intellectual property, including its intellectual property developed, utilized, or modified in the performance of the services. Consultant grants to the Commission and the City a personal, non-assignable, non-transferable, non-exclusive right to use its intellectual property, to the extent made available by Consultant pursuant to this Agreement, in accordance with and strictly subject to the following:

Exhibit V: Intelligent NETworks® Software License Agreement

Exhibit VI: SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Both Exhibits are attached hereto, and incorporated herein, by this reference. In the event of any conflict or inconsistency between this Agreement and its Exhibits, its Exhibit shall govern.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with

or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(C) If the Consultant has a claim for payment against the Commission or City which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of final payment. The notice of claim shall be delivered in accordance with Section (23) of this Agreement, and an additional notice shall be personally delivered or sent by certified mail to the office of the Secretary to the Commission in Jefferson City, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Commission.

(E) The claims procedure in Subsections (14)(C) and (D) do not apply to any claims of the Commission against the Consultant. Further, any claims of the Commission against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (14) (C) and (D).

(F) Notwithstanding Subsections (14)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(15) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(16) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Commission, the City, and the FHWA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the TMC of the Ozarks as result of the negligent acts, errors, or omissions

of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the TMC of the Ozarks for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Commission's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Commission on this project arising out of the Consultant's services hereunder.

(17) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in (17)(C)(1) and (C)(2), above, the Consultant may obtain insurance at all times in an amount equal to the Commission sovereign immunity caps as stated in Section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in (17)(C)(1) and (C)(2), above.

(E) The Consultant shall, upon request at any time, provide the Commission with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (17) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(18) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The Consultant shall not be responsible for bidding, award of the construction contract, or construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit I to this Agreement.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors,

agents, or employees, or of any other persons performing portions of the construction work.

(19) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Commission or the Missouri Department of Transportation, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 C.F.R. Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

(D) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the Subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential Subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Commission or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(20) APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA. The Commission shall have no liability whatsoever for any cost or loss to the Consultant if the FHWA does not approve this Agreement.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that this Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place or be delivered at Jefferson City, Missouri, by reason of which the Consultant consents to venue of any action against it in Cole County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Commission and the FHWA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Commission has notice of a potential claim against the Consultant and/or the Commission based on the Consultant's services under this Agreement, the Consultant, upon written request of the

Commission, shall retain and preserve its records until the Commission has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Commission or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Commission: Notices to the Commission shall be addressed and delivered to the following Engineer, who is hereby designated by the Commission as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Marc Lewis
Traffic Center Manager
Missouri Department of Transportation
1107 W Chestnut Expressway
Springfield, MO 65803
Telefax No.: (417) 864-1176
Telephone No.: (417) 895-7665

The Commission reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the Commission may now or hereafter deem appropriate. Such substitution or designations shall be made by the Chief Engineer in a written notice to the Consultant and City.

(B) Notice to the City: Notices to the City shall be addressed and delivered to the following Engineer, who is hereby designated by the City as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Tom Dancey, P.E., PTOE
Traffic Engineer
City of Springfield
840 Boonville Avenue
Springfield, MO 65802
Telefax No.: (417) 864-1176
Telephone No.: (417) 864-1167

The City reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its

behalf generally or in limited capacities, as the City may now or hereafter deem appropriate. Such substitution or designations shall be made by the Director of Public Works in a written notice to the Consultant and Commission.

(C) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Joseph Brahm
Vice President
Parsons Transportation Group Inc.
650 E Algonquin Road, Suite 400
Schaumburg, IL 60173
Telephone No.: 847-485-1054

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission and City.

(24) MISCONDUCT CERTIFICATIONS: Under penalty of perjury, false declaration, and any other applicable consequences pursuant to state and federal law, the Consultant by signing this Agreement hereby certifies, unless expressly noted by submission of written exceptions, that the Consultant and its principals (any person associated with the Consultant in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any other administrative position): (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local governmental entity; (2) have not been indicted, convicted, or had a civil judgment rendered against them in any matter involving fraud or official misconduct within the past three years; and (3) have not had any public transactions terminated for cause or default in the last three years. If there are any exceptions to this certification, the Consultant shall submit those exceptions in writing, and these exceptions will be considered in determining whether to procure professional services from the Consultant. The Consultant shall not execute a subcontract for services under this Agreement with any business or person the Consultant knows to be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a federal agency unless authorized by the Commission.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this

Agreement.

(26) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Commission. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Commission's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Commission's Engineer, in advance.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(28) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(29) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Commission to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Commission prior to the performance of such

subconsultant services under this Agreement.

(30) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

(31) ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION: By signing the contract, below, the Consultant certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

(32) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Scope of Services.
- (B) Exhibit II: Services Provided by the Commission
- (C) Exhibit III: Estimate of Costs
- (D) Exhibit IV: Schedule
- (E) Exhibit V: Intelligent NETworks® Software License Agreement
- (F) Exhibit VI: Software License and Maintenance Agreement

[remainder of page intentionally left blank]

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

Executed by the Consultant on _____(DATE).

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

**PARSONS TRANSPORTATION
GROUP, INC.**

By: _____

By: _____

Title: _____

Title: _____

ATTEST: (Commission seal)

ATTEST: (Consultant seal, if existing)

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

CITY OF SPRINGFIELD

Deputy City Manager

Contract Paralegal

ATTEST:

Approved as to Form:

City Clerk

Assistant City Attorney

Director of Finance

Ordinance No. _____

Exhibit I
Scope of Services
St Louis and Springfield ATMS Project

Introduction:

This agreement provides for engineering services to design, deploy, integrate and support an ATMS for St Louis and Springfield.

This work will be accomplished according to the following tasks.

Task 1: Project Management

Task 2: Operations and Requirements Assessment

Task 3: Existing conditions data collection

Task 4: Interface definition and external interfaces

Task 5: Initial Base system deployment

Task 6: Additional Software Development and Deployments

Task 7: User acceptance testing

Task 8: Training and documentation

Task 9: Maintenance and support

Task 1: Project Management

Purpose:

This ATMS project involves interfaces, systems, and personnel/departments within MoDOT and the City of Springfield. The ability to maintain schedule will require a coordinated effort.

In order to meet the requirement to provide a fully integrated solution, Parsons will work closely with MoDOT and City in the management of the entire Installation. The objective of this task will be to provide project leadership that encompasses managing resources, tasks, project schedule, costs, and keeping MoDOT and City involved and informed throughout the project lifecycle.

Inputs:

- Contract
- Scope of Services
- Parsons Proposal
- Parsons Project Management-PM policies and procedures
- MoDOT and Springfield Project Management Team

Approach:

- Conduct kickoff meetings with the MoDOT and Springfield Team and discuss management approach including clarification of scope, expectations, and any project interrelationships
- Review MoDOT and City's ITS program and schedules
- Update Project Schedule
- Develop Detailed Project Management Plan
- Provide monthly project status reports via meeting that include:
 - o Status Summary
 - o Issues/Risks updates
 - o Progress Assessment
 - o Activities Performed
 - o Deliverables Completed
 - o Updates to project schedule
 - o Coordinate delivery of project deliverables

Deliverables:

- Project Management Plan
- Project Status Reports and invoices
- Specific Issues and Actions Report
- Risk Assessment updates
- Monthly Project Schedule
- Project Work Plan updates

Assumptions:

- Bi-weekly status meetings via Teams
- On-site staff will be available as needed to ensure smooth progress of the project
- Project Status Reports
- Specific Issues and Actions Report
- Monthly Project Schedule
- Project Work Plan updates

Task 2: Operations and Requirements Assessment

Purpose:

The system requirements identified within the RFP provide a high-level listing of functions and features that will define the initial system behaviors. To help ensure that MoDOT and the City fully understand and agrees to what is being provided in the system, the identified stakeholders will be involved in the assessment process. A Requirements Workshop will be held very early in

the project. This Workshop will allow the Parsons team and the stakeholders to augment, clarify, refine and add/or delete system requirements developed for the RFP.

As part of the Requirements Review Workshop, Parsons will walk through the initial requirements, and to the extent possible, demonstrate how the requirements will be fulfilled through system demonstrations. These visual system walkthroughs will provide the Stakeholders with valuable insight on how the requirements will be met and an understanding of what changes will need to be made to fully meet the full set of requirements. More than one workshop may be required to walk through all the requirements and system components.

Data collection and performance measurements are an important part of the system installation. As part of the workshop, we work with MoDOT and City to determine data collection, performance measures as well, data exchanges, and interface needs.

Our approach is based on deploying one ATMS product that will meet the needs in St Louis and Springfield. Phase 1 is the deployment of the base modules, with customizations and interfaces that can be developed and deployed by May of 2022. The intent will be to provide a fully functional ATMS platform that meets the vast majority of the requirements listed in the RFP. This base installation will allow the project team to begin using the system functions as soon as possible and allow for user feedback in time to adjust items prior to the end of the project based on operational experience.

We always recommend that clients reserve budget for refinements based on their own operational experience. While our system functionality is based on many years of experience, there are always client specific needs that result in special functional requirements. Planning for this up front always results in a solution that will more closely meet your needs. Phase 2 will include the enhancements needed for the base deployment to fulfill the agreed upon requirements from the RFP and workshops.

We will develop a build schedule in coordination with the project team. We will discuss and agree on a build schedule at the end of the initial requirements review. The schedule will depend on the interdependencies with interfaces, communications infrastructure.

Once the schedule is defined, requirements are assigned to the enhancements based on priorities, interdependencies, and level of effort required. As the project progresses the build assignments are regularly assessed and refined. It is very possible that all the requirements identified in the RFP can be deployed, with the initial based build in May. However, it is agreed that we will not let unforeseen, issues, or interface details hold up the initial deployment.

This task will also validate the status of MoDOT and City Operational Environments in relationship to the ITS deployments, the field network and the Software Requirements, and refine the requirements to best meet the project needs.

Inputs:

- RFP Software Requirements
- Parsons Proposal
- Parsons base system modules
- Technical assessment and inventory documentation

Approach:

- Parsons will lead up to 2 in person half day Requirements Work Workshops.

- As part of the Workshop trips, Parsons will review existing operations, systems
- Workshops will include system demos and a detailed evaluation of requirements with respect to the proposed solution demonstrating how it meets the requirements.
- The team will assess priorities and dependencies and develop initial deployment phasing schedule, if it is anticipated that all of the requirements cannot be deployed with the Based Deployment in May of 2022.

Deliverables:

- Requirements Walkthrough material and documentation
- Updated Requirements Document
- Implementation Phasing Plan with updated schedule (if needed)
- Initial draft Data Management Plan

Assumptions:

- The Requirements Workshop will be held on site at MoDOT
- The City will coordinate the use of a MoDOT conference room with adequate size and AV.

Task 3: Existing Conditions Data Collection

Purpose:

The purpose of this task is to work with MoDOT and the City to gather all the relevant ITS infrastructure and interface details. This will include information on any existing devices and interface as well as any new devices or interfaces.

This task will include the input of the device details into the ATMS and the documentation of any interface details.

Inputs:

- MoDOT and Springfield ITS legacy devices and systems
- Existing Inventory Data
- Existing ATMS Data
- Communications Infrastructure
- Technical Environment
- System Requirements

Approach:

- Review system requirements with MoDOT.
- Work with agencies to collect data
- Review inventory documentation for existing equipment and software.

- Central facility and limited field reviews
- Gather details related to any new device or system interfaces

Deliverables:

- Fully populated ATMS for St Louis and Springfield infrastructure

Assumptions:

- Existing ITS field equipment and communications infrastructure is in good working condition
- Existing communications diagrams are available
- MoDOT and Springfield staff will work closely with Parsons to collect the required information.
- The hope is that we can get the current device details as direct outputs from the current ATMS
- Interface details will be readily available for any new devices or systems that will be integrated

Task 4: Interface Definition and External Interfaces

Purpose:

The intent of this task is to design and develop the external interfaces to the ATMS. Center-to-Center Communications in the ATMS environment is ideally accomplished through utilization of existing ITS Standards including the latest Traffic Management Data Dictionary Standard for Traffic Management Center to Center Communications. However, we do not expect that all the interfaces will adhere to the industry standard.

This task will include the Center to Center-to-Center interface between the St Louis Area ATMS and the Springfield Area ATMS.

If the vendor does not support a standards-based interface, but does have a reasonable interface available, Parsons will look at using their available interface if it meets the project needs. If no interface is available, Parsons will work with the vendor and the project team to develop the interface definition.

System integration requires coordination on both sides, as result we will need to work with each of the vendors to make the integration effort successful. Any new system or device vendors will be contacted early in the process to gain an understanding of their current systems, and potential interfaces.

New System interfaces will include:

- Surfsight cameras
- Queue warning system between Wavetronix Smart HD sensor and CMS board
- RWIS
- Mizzou TITAN
- Integration of TMS layers on ATMS Map

- Integration of Miovision sensors (depending on price)

The current ATMS already interfaces with the following devices and systems. It is expected that we will use the same interface formats to connect to these devices and systems.

- Motorola CAD
- American Eagle
- Transparency
- TMS
- MoDOT Traveler Information Map
- Missouri State Highway Patrol feed (SL)
- Geotab
- Waze
- RITIS
- Activu video wall

Through this task Parsons will coordinate with the vendors, design the interfaces, develop the interfaces on the ATMS side and work with the vendors to test and confirm functionality.

Inputs:

- Parsons Proposal
- Vendor interface documentation
- RFP and Requirements Review functional requirements
- Communications Infrastructure
- Industry standards

Approach:

- Work with system vendors to define interfaces
- Assess and prioritize in coordination with requirements review
- Review communications and security needs
- Work with MoDOT and Springfield IT to confirm and set up physical connection and fire walls
- Document all new interface details
- Develop any custom interfaces
- Perform integration testing with the vendors and work through any identified issues

Deliverables:

- API Document for each new system interface
- Fully deployed and tested system interface with each approved system.
- Results from interface testing

Assumptions:

- Any new vendors will support a standard interface such as REST, SOAP, XML, or access to a database view.

- Parsons costs cover the coordination, interface definition, and the interface development on the ATMS side. Any costs associated with the development of an interface on the vendor side will be covered outside Parsons based project budget.
- The MoDOT and Springfield will support the development of agreements that may be required to develop the interfaces.
- All Vendors will cooperate in the development and testing of the system interface
- Parsons will use the current interface format for any devices or systems that are interfaced to the existing ATMS.

Task 5: Initial Base Systems Deployment

Purpose:

The vast majority of the requirements identified in the RFP are already supported by the iNET™ ATMS. There are a few new external interfaces and features that will need to be added. The intent is to have a base system deployed by May of 2022 with the majority of the desired features and interface in place.

The project Budget should cover the deployment of the Base System and all the requirements defined in the attachments to the RFP and described in the Parsons proposal, as well provide for the support and maintenance of the system for the remaining time in the contract, as requested.

Through the Requirements Walkthrough process, Parsons will work with MoDOT and Springfield to assess which requirements can be deployed in May 2022, and identify any items that could be delayed. These would likely to be new system interfaces that have not been defined.

In addition, MoDOT or Springfield may want to adjust the requirements as a result of the Requirements Walkthrough and/or experience working with the Base System Deployment. Any changes to requirements would need to be mutually agreed between Parsons and the agencies, and not put the project budget at risk.

Parsons will setup all system hardware and software in the development, QA and production environments and test and document results of the hardware, communications, software and data migration to meet the requirements.

Parsons will develop a System Cutover Plan for MoDOT and Springfield approval prior to any switchover to the new iNET™ ATMS. The Cutover Plan will outline how we will switch the system over to the new ATMS with minimal disruption to the agencies operations.

This task will include the initial setup of all the base components including the ATMS Domains and Properties, signal system, ATSPM, map base, and all device and system interface.

Inputs:

- Task 2 through 4 outputs
- Parsons receiving shipped hardware.
- Facility availability schedule
- Interface Communications to field devices

- Facility floor plans
- Facility electrical layouts
- iNET™ deployment procedures
- Current signal system setup
- Cut over input from MoDOT and Springfield technical and operations staff
- Input from MoDOT and TransCore to support the transition

Approach:

- Procure and set up development environment in Parsons environment
- Review and assess physical environment for QA and production servers
- Coordinate as needed with TransCore to collect information needed to system configuration and transition planning
- Develop any custom functionality and new interfaces that can be completed by May of 2022
- Set up QA and production environment in coordination with MoDOT
- Set up Version Control Baseline in Parsons' repository
- Develop initial deployment plan and schedule
- Develop initial Cutover Plan
- Coordinate initial communications, system and device integration testing
- Complete integration with initial center and field networking.

Deliverables:

- Base system as defined during the Requirements Review
- System Cutover Plan
- Initial Software Installation
- QA, Production and backup servers installed in MoDOT facility in Springfield and St Louis area, with a Center-to-Center interface between them.
- Version Control Baseline in Parsons' Repository
- Provide As-Built Documentation
- Build 1 Test Plan
- Test procedures
- Build 1 Test Results

Assumptions:

- The initial system setup, properties, and parameters will be setup by Parsons based on input from the MoDOT and Springfield during the Requirements Review Walkthrough.
- The base Deployment will include any new features and interface that can be built, tested and deployed by May of 2022. This is expected to be the vast majority of the requirements.
- Parsons will setup new ATMS Production and backup server for the St Louis Deployment. The servers will be set up in a virtual environment to allow for the QA/testing to be hosted on the same Physical servers.. Parsons will also setup two

video servers for St Louis. For the Springfield TMC Parsons will setup one new Production server and set up the existing server for backup.

- Parsons will setup, install, manage and maintain the ATMS servers with limited support from the MoDOT staff as described above.
- Parsons will provide a HOT failover environment in St Louis, and a warm fail over in Springfield such that the ATMS can be quickly switched over to the backup ATMS if the primary ATMS fails.
- MoDOT will purchase all the servers and COTS packages required for the St Louis and Springfield ATMS. Parsons will set up the servers and maintain them throughout the life of the contract.

Task 6: Additional Software Development and Deployments

Purpose:

While our system will meet the bulk of the requirements without customization, there will be some system changes required to meet the requirements. It is expected that many of the customizations needed to meet requirements or interface needs will be deployed as part of the Base Deployment. However, with new system interface, and limited first year budgets, there will be some items that cannot be deployed by May of 2022. These items will be developed and deployed as part of future builds.

It is also expected that there may be additional desired adjusted requirements based on the Requirements Workshop, or on the use of the Base System deployed under Task 5. Parsons will work closely with MoDOT and Springfield staff to make any desired adjustments that can be completed within the project budget without sacrificing the 3-year system support.

System requirements will be tracked and managed throughout the Project. Any, modification, changes or tradeoffs of requirements will be documented and submitted to the MoDOT and Springfield for approval.

Each build will include a full set of documentation including, build notes, roll back procedures, requirements list, Transition Plan (when applicable), Test Plan and Test Procedures. User Manuals, Administrator Manuals and training material will also be updated (See Task 8).

Inputs:

- Parsons Proposal
- Outputs from tasks 2 through 5
- System Requirements
- Technical Assessment and Inventory Documentation
- Build schedule
- Build assignments

Approach:

- Tasks 2 through 5 provide the initial base for any future custom development.
- Additional customization may be approved by the MoDOT or the City
- All builds include full documentation under Task 8
- Development in accordance with Parsons' process including: Configuration Management, Change Control, Testing, and deployment processes.

- All builds will be preceded by development, multiple levels of testing, and appropriate build documentation as described above.
- All builds will include a Rollback Plan

Deliverables:

- ATMS Software Build(s)
- Build notes
- Roll back procedures
- Requirements updates
- Transition Plan (when applicable)
- Test Plans
- Test Procedures
- User Manuals updates (under Task 8)
- Administrator Manual updates (under Task 8)
- Training material (under task 8)
- Implementation Schedule updates
- System design updates if appropriate
- Critical Design Review Meetings notes if needed

Assumptions:

- The Scope, schedule and Budget was based on up to 4 builds. However, if mutually agreed this could be adjusted to include more builds if there are issues that delay an external interface.

Task 7: User Acceptance Testing

Purpose:

Acceptance testing will be a part of all builds for MoDOT and the City. The testing will typically utilize a combination of visual inspection, analysis, and test or proofs that will define pass/fail conditions for each requirement in the given build.

The task purpose is to ensure that builds are deployed in accordance with requirements, design details and without bugs.

Testing is done at multiple stages of the development process. All builds will be tested by Parsons in the development environment, and QA before being tested with the Client as part of acceptance.

After the build is tested in QA, with the client's approval, it will be moved to the production environment and tested again in coordination with the client and/or your representative. Issues identified at any stage of testing are fed back into the tracking tool and tracked until resolved.

Inputs:

- Software Implementation Plan
- Software builds
- Test Plans
- Test Procedures
- Implementation Schedule

Approach:

- Test Plans and Procedures will be provided prior to each build.
- Use of ITS devices for the test environment will be coordinated with MoDOT and Springfield as appropriate.
- When possible, we like to test to live devices from the QA environment prior to deployment into production.
- Parsons will provide simulated devices for initial testing of field device related functions.
- All test results will be documented and signed off by Parsons and the client
- Each build will be tested in coordination with the client before moving to the production environment
- All builds will be retested once it is moved to production.

Deliverables:

- Test results
- Issue Resolution Plans (When appropriate)
- Issue Correction
- Successful Test Completion
- Software build moved to the production environment

Assumptions:

- MoDOT and/or Springfield will provide staff to support acceptance testing for each build.
- MoDOT and/or Springfield will provide workstations for acceptance testing

Task 8: Training and Documentation

Purpose:

Parsons will provide training in coordination with each system build. Training will include user and administrator training as appropriate based on the build details. All training material will be provided to the client for future reference. Updates to Manuals and documentation are provided with each build.

The provided manuals will be based on our core iNET™ Manuals with modification to reflect the specific details of the client's system.

For the initial deployment, we expect to provide two separate 4-hour user training sessions. We will coordinate with MoDOT and Springfield to determine the best time and location for this training. We will also provide one 4-hour system administrator training session, which will provide the agencies the ability to manage and maintain the system at the appropriate level. In addition, we will provide an additional 2-hour train-the-trainer session. Unless otherwise restricted, we expect to provide the initial training onsite at a MoDOT (or Springfield TMC) facility.

Training for subsequent builds may be provided remotely, or in person, and will be of sufficient length to cover the build changes.

Inputs:

- Completed Initial Installation
- Completed Implementations, per installation schedule
- System Configuration Documentation
- System build details and requirements met.

Approach:

- The initial Training Plan will be tailored for up to 3 user groups and one administrator group established by the client
- Signal system and ATSPM training will be separate from the rest of the ATMS training and include 2 separate sessions.
- Training Course Syllabi and support materials will be included
- Training material will be provided in hard and electronic format
- Initial training will be held on site at a MoDOT facility
- Three separate 4 hour user training session will be provided with the initial build for the ATMS and 2 for the signal system
- One 4-hour system administrator training session will be provided. This can be provided at the initial build or at any time after that, prior to the completion of the project
- Subsequent training may be provided online

Deliverables:

- Training Plan
- Course Syllabi and Support Documentation
- Hard and soft copy training material
- Manuals are updated with each build

Assumptions:

- MoDOT and Springfield will assist with training logistics.

- MoDOT and Springfield will ensure appropriate computers and communications are available to training locations, ideally this will be one computer per trainee, but they can also share a computer if needed

Task 9: Maintenance and Support

Purpose:

The intent of this Task is to ensure the smooth operations, and maintenance of the system. Through this task Parsons will support the maintenance and ongoing operations of the ATMS.

Maintenance and support will commence once first build is put into production. Prior to the initial deployment Parsons will work with MoDOT and the City staff to develop maintenance and support procedures and guidelines that will optimize our ability to provide the quick and effective support you will want.

The Maintenance Plan will define how the MoDOT, City and Parsons will coordinate all maintenance requests and resolution. The Plan will describe how to best document and report issues and problems when they occur. It will describe call out procedures and issue stacking details.

The Maintenance Plan will also describe routine maintenance procedures and responsibilities as outlined in the section below. The Parsons team will provide:

Emergency Support – Parsons will provide 24/7 support for mission critical functional issues. We will maintain an on-call support number for the client to call 24/7 for any mission critical issues with the ATMS. Through the Emergency Support, the client will have access to staff that can help resolve issues remotely in real time. Each call shall be issued a tracking or reference number.

Telephone Help Desk Support - Provide telephone help desk support to answer user questions and issues regarding the ATMS application, TMC network and any related ancillary components used to operate the system. The help desk support will be available Monday-Friday 8 a.m. – 5 p.m. Central Time Zone, excluding state holidays, with an initial response time of 1 hour. Each call shall be issued a tracking or reference number.

Configuration Management - Perform software configuration management activities related to the ATMS. Tasks shall include:

- Process and disposition of client-reported System Change Requests (SCR) related to the ATMS.
- Investigate SCR resolution as required to determine necessary course of action, if any.
- Track all problem reports in a maintained database.
- Prepare monthly maintenance summary reports.

Monthly status meetings with the client to help ensure that the users are getting the most from the system. Biweekly meeting can be provided for the first 6 months if needed. It includes support for adding or modifying new devices, planning system modifications and fine-tuning system parameters.

Inputs:

- System Requirements
- System Documentation
- Change Control Board
- Completed ATMS Installation
- Maintenance Plan
- Issue Reports

Approach:

- Routine maintenance details will be discussed and agreed with the Client prior to the initial build
- Support details will be described in the Maintenance Plan and agreed by both parties prior to deployment
- Support will be provided in accordance with the Maintenance Plan
- Most maintenance or support related changes will be incorporated with regular system builds unless they are related to critical functionality.

Deliverables:

- Maintenance Plan
- Post implementation support
- Maintenance activity log
- Issue tracking
- Resolution dispositions
- CCB Agenda, item tracking and notes
- Release notes for any updates
- Any other deliverable identified in the Maintenance Plan

Assumptions:

- Parsons will support and maintain the software and ATMS Servers.
- Parsons will train MoDOT and City Staff on how to safely switch the ATMS to the backup server if needed and how to reboot the ATMS environments.
- Parsons will have remote access to the ATMS servers. It is expected that the vast majority of the system support can be administered remotely, with minimal MoDOT or Springfield staff support

ATMS Requirements (DISCUSS)

Parsons will provide Advanced Traffic Management System (ATMS) software implementation and support for ITS devices and for two of the major Traffic Management Centers in Missouri (St. Louis, and Springfield). Parsons will implement and maintain a MoDOT ATMS software that controls ITS equipment and devices along rural corridors as well as the urban centers of St. Louis and Springfield. The following are major functions that the ATMS software will support. Parsons intends to develop, deploy and maintain one software platform for both St Louis and Springfield. However, some functions will only be available in one region based on system configuration and regional specific interfaces.

The requirements outline below is marked to show requirements that are specific to only one region, and show which requirements are expected to be deployed in the Initial Base Build and which ones will be built in the additional future builds. All the identified requirements will be implemented in a build, or adjusted or traded off in coordination with MoDOT and the City of Springfield.

Initial Build by May 2022– (IB)

Follow-on Builds – (FB)

Springfield Only – (SO)

St Louis Only – (SL)

1. Mapping capabilities including the following: (IB unless marked otherwise)
 - a. Mapping all state routes
 - b. Intersection level mapping (FB) (SO)
 - c. TWLT capabilities
 - d. Lane by lane visibility
 - e. City of Springfield roads mapping
 - f. City of Joplin roads mapping
 - g. Incident mapping
 - h. Congestion mapping
 - i. Weather mapping
 - j. AVL mapping
 - k. Response plans
 - l. Device mapping
2. Video Camera Control System compatible with our existing equipment
3. Web-based user interface options

4. Integration with Waycare predictive analytics software (SL) (FB).
5. Dynamic Message Sign & Traveler Information System compatible with our existing equipment
6. Freeway Management System including freeway side-fire microwave/radar detectors, Probe Data (HERE.com), and arterial TT sensor and Bluetooth
7. Traffic Signal integration system for MoDOT traffic signals compatible with all existing SL controller types (SL) (IB)
8. Automated Traffic Signal Performance Measures (ATSPM) support (SL) Springfield may want to add. (IB). First 130 intersections (IB). Additional 80 more in (FB)
9. System which manages MoDOT ITS device inventory and maintenance/repair tickets (SL) (FB)
10. Traffic Incident Management (TIM) portal. Initial build based on iNET™ current dashboards. Changes may be made with future builds
11. Scheduled event layer/portal. Initial build based on iNET™ current dashboards. Changes may be made with future builds
12. TMC video wall integration and interaction via video control system. Springfield does not have a video wall controller. Parsons expects to use an iNET™ client on a PC to drive this wall.
13. ATMS CCTV analytic alarms such as wrong way driving, and slow/stopped vehicles on the roadway. (SL)(FB)
14. Data portal which manages and keeps the historic MoDOT side radar detector traffic data Initial build based on iNET™ current dashboards. Changes may be made with future builds.
15. Ability to integrate GEOTAB AVL data, and Surfsight cameras for ER vehicles. (FB)
16. 911 computer aided dispatch integration including: With existing Interface (IB)
 - a. Multiple site import ability
 - b. Continuous import of traffic incidents and automatic mapping
17. Traffic device integration including:
 - a. CCTV and Detection Cameras including:
 - i. PTZ capabilities and presets
 - ii. Vendor Agnostic: AXIS, Miovision, Surfsight, Pelco, Blackvue, etc.
 - iii. Compressed video streaming
 - iv. Video tours
 - b. DMS/CMS/VMS including:
 - i. Tiered priority messaging
 - ii. Scheduling capabilities
 - iii. Travel time messaging
 - iv. Weather alert messaging

- v. Standard and full color matrix supported
 - vi. Queue warning system
 - vii. Dynamic Trailblazer Signs (SL) (FB)
- c. Traffic detection device integration and data display including (but not limited to):
 - i. WIFI sensors
 - ii. Sidefire radar
 - iii. Queue warning system between Wavtronix Smart HD sensor and CMS board
 - iv. Miovision sensors
- 18. Weather applications including:
 - a. RWIS and stand-alone device integration (data and visibility)
 - b. RADAR mapping
 - c. Severe weather alerts
- 19. External Communication including:
 - a. 3rd party data feeds including:
 - i. www.ozarktaffice.com export (SO)
 - ii. www.Gatewayguide.com export (SL)
 - iii. MoDOT Traveler Information Map export
 - iv. MoDOT TMS export
 - v. WAZE import/export of data (FB)
 - vi. RITIS import/export (FB)
 - vii. Social media export
 - viii. Xml/json data structures
 - ix. Waycare (SL)(FB)
 - x. Mizzou TITAN (FB)
 - b. Email Altering including:
 - i. Special events
 - ii. Construction events
 - iii. Major incidents
 - iv. Ability to attach screenshots (FB)
 - c. Import specific alarms from Transparency (SO) (FB)
 - d. ATSPM software integration (FB)
 - e. Map based selectable customized email/text alerts for public (SL) (FB)
- 20. Video wall management (SL)
- 21. TMC to TMC control (FB)

- 22. Alerts
 - a. Signal system integration (Transparency alarms only) (SO) (IB)
 - b. Device alarm reporting
- 23. Remote access capabilities
- 24. User privilege by jurisdiction or security level
- 25. Web and mobile platform based access (FB)
- 26. Reporting including:
 - a. Incidents
 - b. Construction
 - c. DMS
 - d. Communication
- 27. Integration of TMS layers on ATMS map
- 28. Assign multiple "home views" in ATMS map

Exhibit II: Services Provided by Commission

- Provide staff to support acceptance testing for each build.
- Provide workstations for acceptance testing.
- Assist with training logistics.

Exhibit III: Estimate of Costs

Springfield ATWS Cost Estimate

Tasks	Project Manager	Chief Engineer	Lead Engineer	Senior Software Eng.	Systems Engineer	Engineer	Tech2 Staff	Senior Engineer	SFTS Eng	ITS ENG	ODC& Equipment Number	Equipment Unit	Total Labor Hours	Direct Labor Amount	Springfield Labor Hours	Direct Labor Amount	Overhead at 114.38%	Fixed Fee at 12.00%	Springfield Total
	\$117,000	\$86,435	\$86,544	\$72,212	\$54,000	\$55,000	\$32,000	\$26,589	\$79,580	\$46,006	\$40,385		866	\$60,463	189	\$13,287	\$15,197	\$3,418	\$31,902
Project Management		216	0	228	36	0	0	282	0	0	0	0	866	\$60,463	189	\$13,287	\$15,197	\$3,418	\$31,902
Operations and Requirements Assessment		40	0	0	28	0	163	0	0	0	0	0	231	\$11,975	51	\$2,618	\$2,995	\$674	\$5,287
Existing conditions data collection		14	0	0	28	32	64	0	0	0	0	0	138	\$7,753	30	\$1,704	\$1,946	\$438	\$4,091
Interface definition & initial external interfaces		8	0	48	128	304	8	114	0	0	0	0	610	\$32,895	134	\$8,321	\$9,517	\$2,141	\$18,979
Initial Base system deployment		5	9	148	706	1,082	244	0	0	0	0	0	2,194	\$547,843	482	\$32,488	\$37,146	\$8,348	\$78,004
Signal System & AI SPW		0	0	0	410	318	0	402	229	240	520	0	2,251	\$100,692	465	\$22,123	\$25,301	\$5,691	\$53,112
Additional Software Development and Deployment		6	14	176	286	640	97	95	0	0	0	0	1,274	\$88,635	280	\$18,379	\$21,021	\$4,728	\$44,128
Acceptance Testing		20	0	32	44	104	0	126	0	0	0	0	326	\$18,921	72	\$4,166	\$4,768	\$1,072	\$10,004
Training and Documentation		24	0	0	28	0	0	88	0	0	0	0	156	\$10,837	30	\$2,381	\$2,724	\$613	\$5,718
Maintenance and support		54	0	88	156	432	136	440	0	0	0	0	1,356	\$75,992	286	\$16,699	\$19,101	\$4,284	\$40,006
Total hours		397	23	670	1,430	2,912	1,456	782	228	240	520		9,388	\$555,937					
Project Total	\$46,449	\$2,211	\$37,982	\$107,469	\$186,368	\$36,706	\$46,592	\$21,081	\$18,274	\$11,584	\$21,242		9,388	\$555,937	2,203	\$122,167	\$139,734	\$31,428	\$289,329
Springfield Total	\$10,207	\$436	\$12,741	\$23,614	\$40,654	\$8,036	\$10,239	\$4,621	\$4,019	\$2,585	\$4,663								

Exhibit IV: Schedule

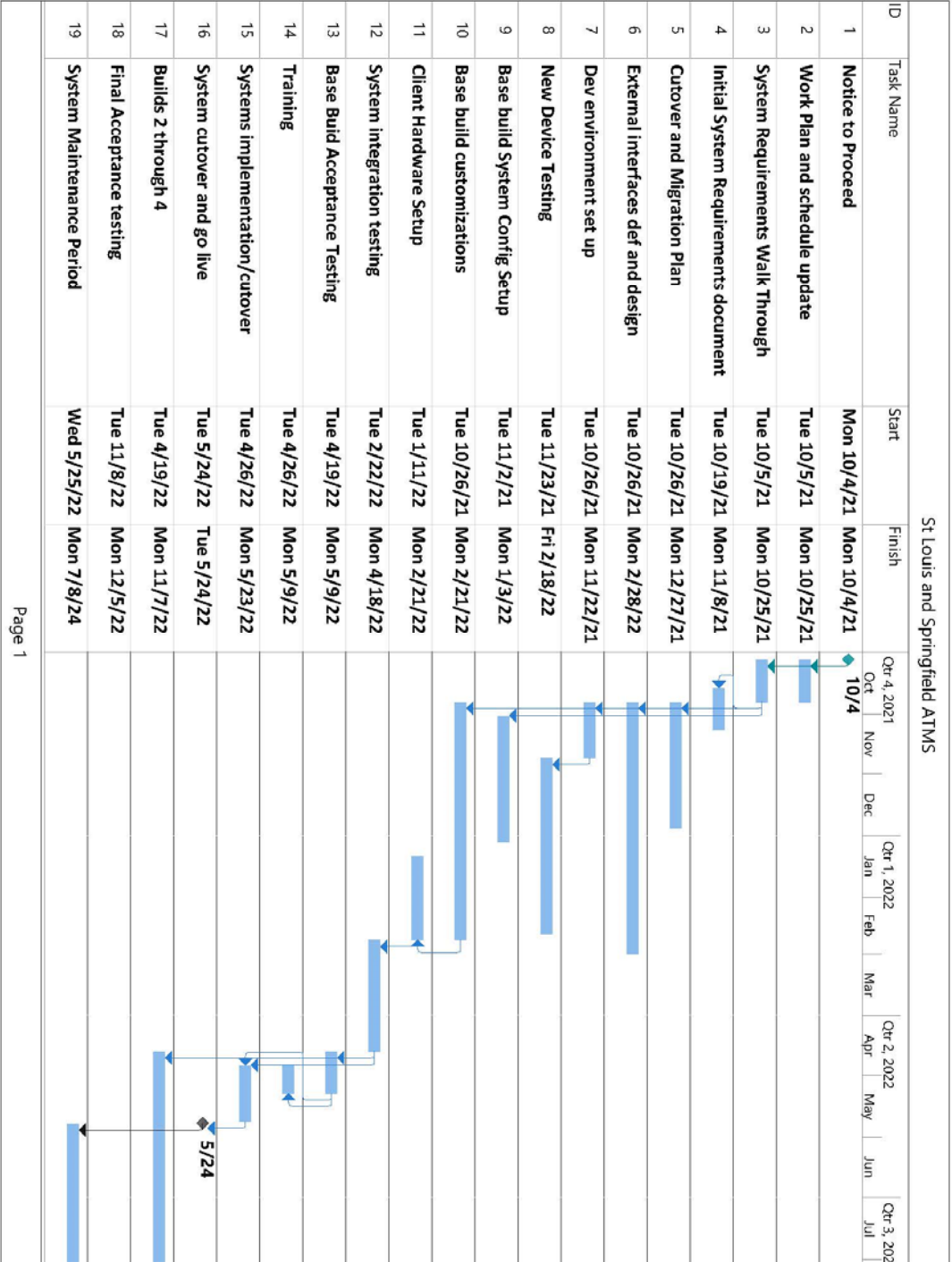


Exhibit V: Intelligent NETworks® Software License Agreement



Intelligent NETworks® Software License Agreement

IMPORTANT – This software license agreement (the “Agreement”) is a legal agreement between the Licensee (as defined in Schedule A, attached hereto) and Parsons Transportation Group Inc. (the “Licensor”). Licensee’s use of the Software indicates acceptance of the terms of this Agreement.

LICENSE TERMS

1. **GRANT OF LICENSE.** Licensor grants to Licensee the personal, non-assignable, non-transferable, non-exclusive right to use the Intelligent NETworks® software and all associated documentation (the “Software”), solely in object code format, solely for Licensee’s own internal business or personal purposes and use, only on the computers and/or at the location(s) identified in Schedule A, and subject to any additional limitations specified in Schedule A. Optional extensions of the scope of the license granted hereunder, including but not limited to those “OPTIONS” identified in Schedule A, may be made with the written agreement of Licensor and Licensee. The Agreement is effective from the “Date of Delivery” specified in Schedule A, until terminated. If Licensee breaches the terms of this Agreement, then without limiting any other remedies available to it, including injunction and other equitable remedies, Licensor can immediately terminate this Agreement and the license granted hereunder upon written notification to Licensee.
2. **RESTRICTIONS ON USE.** Licensee agrees that it will not: (a) copy or reproduce the Software except that Licensee may make one copy of the Software solely for backup purposes; (b) copy or reproduce any of the written materials for any purpose; (c) assign this Agreement or transfer, loan, share, lease, rent, export, sell or grant a sublicense of the Software or the licence contained herein to any other party unless authorized by the Licensor in writing; (d) reverse engineer, decompile or disassemble the Software; (e) use the Software except as authorized herein; (f) remove any proprietary notices, labels or marks from the Software; and/or (g) permit third parties to use the Software in any way that would constitute a breach of this Agreement.
3. **OWNERSHIP AND COPYRIGHT.** The Licensor and, if applicable, its suppliers are the owners of all title, copyright and other intellectual property rights in the Software, related written materials, logos, names and other support materials furnished to Licensee. Licensor reserves all rights not expressly granted to Licensor in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. The Software is licensed, not sold. No title to the intellectual property in the Software, the documentation, magnetic media or any other material provided therewith is transferred to Licensee by this Agreement.
4. **LIMITED WARRANTY.** Licensor warrants that the Software will perform substantially in accordance with the project requirements for a period of ninety (90) days from the Date of Delivery. Any implied warranties are limited to ninety (90) days from the Date of Delivery.
5. **LICENSEE REMEDIES.** Licensor's entire liability and Licensee's exclusive remedy pursuant to this Agreement and in relation to the license granted hereunder shall be, at Licensor's option and subject to applicable law, either (a) return of the price paid, if any, for the Software and termination of this Agreement, or (b) repair or replacement of the Software that does not meet Licensor's Limited Warranty and which is returned to Licensor. The Limited Warranty described above is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus.
6. **NO OTHER WARRANTIES.** THE SOFTWARE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY STATED HEREIN, LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. THE LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT ITS OPERATION WILL BE ERROR-FREE.

7. NO LIABILITY FOR DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOSS, DAMAGES, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE.
8. MISCELLANEOUS. This is the entire agreement between Licensor and Licensee pertaining to Licensee's rights to use the Software, and supersedes all prior or collateral oral or written representations or agreements related thereto. In the event that one or more provisions is found to be void, illegal or unenforceable, this Agreement shall not be rendered inoperable but the remaining provisions shall continue in full force and effect. No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions, and no waiver shall be effective unless made in writing. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

SOFTWARE LICENSE AGREEMENT

SCHEDULE A

This Schedule A is incorporated into and forms an integral part of the Software License Agreement to which it is attached.

SOFTWARE: Intelligent NETworks® with the following software modules:

- Map Module
- Security and Administration Module
- Video/Closed-Circuit Television (CCTV)
- Dynamic Message Sign (DMS)
- Vehicle Detector Station (VDS)
- Environmental Sensor Stations (ESS)
- Traffic Signals (TSS)
- Event Management (EM)
- Decision Support System (DSS)
- Center to Center (C2C)

Module licenses from the previous Missouri iNET deployment have been carried forward to this license.

DATE OF DELIVERY: October 2021

LICENSEE: Missouri Department of Transportation/Missouri Highways and Transportation Commission

**AUTHORIZED COMPUTERS/
LOCATION(S)/GEOGRAPHIC
SCOPE:** Software is licensed for the purposes of traffic management within the state of Missouri

ADDITIONAL LIMITATIONS: Licensee may use the Software only for governmental purposes and not for any commercial purposes. The Software is licensed solely for use in conjunction with the MoDOT, St Louis and Spring Field ATMS deployments.

OPTIONS (SCOPE EXTENSIONS): System can be expanded for use with any other Intelligent NETworks® system modules

Specific terms and conditions, including associated fees, must be agreed upon in advance and in writing between Licensor and Licensee prior to activation of any OPTION.

GOVERNING LAW This Agreement shall be governed by the laws in force in the State of Missouri; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the Circuit Court of Cole County, Missouri.

Exhibit VI: SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

AG-106 MTNC - 10/97

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Date: _____

B E T W E E N:

Parsons Transportation Group Inc. - and - Missouri Department of Transportation
Company Name ("Licensor") Customer Name ("Licensee")

Company Office Address:

650 East Algonquin Road, Suite 400

Schaumburg, IL 60173

Agreement Number: _____

Service Level:

Per Contract Scope of Work

Customer Address:

Missouri Department of Transportation

File/Project Number: _____

Name of Software:

INTELLIGENT NETWORKS®

1. DEFINITIONS.

The following are definitions of various terms to be used throughout this Agreement.

- (a) **"Authorized Computers"** means the equipment LICENSEE is required to maintain at Authorized Stations upon which the Supported Software are intended to be used, more particularly described in Schedule "A".
- (b) **"Authorized Stations"** means the location(s) at which the LICENSEE is licensed to use the software and where the Software Maintenance Services may be provided under this agreement, more particularly described in Schedule "A".
- (c) **"Computer"** shall mean any one or more processing units operating under the control of a single operating system which will process the Software.
- (d) **"Products"** shall mean LICENSOR'S proprietary computer Software, and related items that are an integral part of the Products and includes the following or any combination of the following: (i) instructions or statements in Computer readable form, (ii) any database structure in Computer readable form, and (iii) any related materials, including documentation and listing, whether in Computer readable or printed form.
- (e) **"Product Enhancements"** shall mean either corrections, improvements or additions to the Software which increase the basic functions of the Software to a level that redefines the original Products as defined by the LICENSOR.
- (f) **"Product Upgrades"** shall mean either corrections, improvements, revisions, new releases, additions or user manuals which relate to operating performance of the Products but which do not redefine the original Products as defined by the LICENSOR.
- (g) **"Service Level"** means the specified level of service for the provision by LICENSOR of Software Maintenance Services as specified in the Contract Scope of Work
- (h) **"Software"** means the LICENSOR's proprietary computer data processing program which is an integral part of the Products.
- (i) **"Software Problem(s)"** means Software having defective distribution media and/or Software function which is inconsistent with the user manual(s).

- (j) **"Supply Contract"** means the contract for the supply of the Products assigned to the LICENSEE as specified above.
- (k) **"Support Contact(s)"** means the LICENSEE's authorized individual(s) with whom LICENSOR communicates when providing Software Maintenance Services. The Support Contact(s) shall be knowledgeable about how the Supported Products are being used and the operating environment.
- (l) **"Supported Products"** means the Software that the LICENSOR will perform Software Maintenance Services for at the specified Service Level identified in more detail in Schedule "A".

2. LICENSE AGREEMENT

All Product Upgrades, Product Enhancements, user manuals (or portions thereof), media, and services provided hereunder are subject to all of the terms and conditions of the LICENSOR's Software License Agreement and shall remain proprietary to the LICENSOR and title thereto remains with the LICENSOR. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Software and the Product Upgrades and Product Enhancements, are and shall remain with the LICENSOR. The LICENSEE shall not sell, transfer, publish, disclose, display or otherwise make available the Software or Product Upgrades or Product Enhancements to others and agrees to secure and protect same.

Provided payment of fees is made, LICENSOR grants LICENSEE a non-assignable, non-transferable, non-exclusive license to use the Product Upgrades and Product Enhancements in accordance with the terms and conditions outlined in LICENSOR's Software License Agreement governing the Software.

3. SOFTWARE MAINTENANCE SERVICES

- 3.1 Upon execution and return of this agreement, and provided payment of required fees is current by LICENSEE, LICENSOR will provide the remote Software Maintenance Services as outlined in Schedule "B" and in accordance with the Service Level specified above as outlined in more detail in the Contract Scope of Work".
- 3.2 LICENSOR agrees to provide remote Software Maintenance Services for Supported Products on Authorized Computers at the Authorized Stations specified in Schedule "A".
- 3.3 LICENSOR shall be entitled, upon giving prior written notice to LICENSEE, to assign this Agreement and LICENSOR's rights hereunder, to any parent, subsidiary or affiliate of LICENSOR.

4. LIMITATIONS OF SOFTWARE MAINTENANCE SERVICES

- 4.1 Unless otherwise stated in Schedule "B", the following services are **not** supported under this Agreement:
 - (a) support of Products, other software, accessories, attachments, machines, systems or other devices not supplied by the LICENSOR or not listed in Schedule "A";
 - (b) rectification of lost or corrupted data arising for any reason other than through LICENSOR'S own negligence;
 - (c) support arising from any changes, alterations, additions, modifications or variations to the Supported Products or Authorized Computers made by the LICENSEE without the consent of the LICENSOR;
 - (d) attendance to faults caused by LICENSEE using the Supported Products outside the design or other specifications or outside the provisions laid down in the User's Manual supplied with the Software;
 - (e) diagnosis and/or rectification of problems not associated with the Software of the Supported Products;
 - (f) Software Problems arising from (1) the Products (or parts thereof) not being used in accordance with the LICENSOR's instructions or if they have been improperly installed by the LICENSEE, its employees, agents or others for whom it is responsible in law; (2) the Products (including object code) being altered, modified or converted by LICENSEE without the written approval of the LICENSOR; (3) any of Authorized Computers or other LICENSEE'S equipment malfunctioning causing the Supported Products to become inoperative; or (iv) any other cause within the control of the LICENSEE which shall result in any part of the Supported Products becoming inoperative or substantially deviating from the specifications in the applicable Users' Manual.
 - (g) consulting services, including applications design or recommendations, or any custom purchase recommendations;
 - (h) Supported Products not used with the Authorized Computers or used on a computer system other than those licensed for in the Software License Agreement.

- 4.2 UNLESS OTHERWISE EXPRESSLY STATED HEREIN, LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF ANY KIND WHATSOEVER, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED AND WAIVED BY LICENSEE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, LICENSOR'S MAXIMUM LIABILITY TO LICENSEE SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS.

5. LICENSEE RESPONSIBILITIES

- 5.1 LICENSEE agrees to only use the Software Maintenance Services for occasions when a Software Problem arises relating to the Supported Products. Questions concerning adaptation or custom modification of the Supported Products are not covered by this Agreement. LICENSEE agrees to furnish descriptions of malfunctions in the form requested by LICENSOR's support staff. LICENSEE also agrees to assist LICENSOR in its efforts to replicate the Software Problem.
- 5.2 LICENSEE shall install and maintain for the duration of this Agreement, an appropriate remote access facility. LICENSEE shall pay for installation, maintenance and use of such equipment and associated telephone service charges. LICENSOR, at its option, shall use remote access facility in connection with Software Maintenance Services and shall pay usage charges associated with support calls. Such access by LICENSOR shall be subject to prior approval by the LICENSEE in each instance.
- 5.3 LICENSEE is responsible for and agrees to conduct regular data backups of Authorized Computers.
- 5.4 LICENSEE agrees to notify LICENSOR if any changes are made to the Authorized Computers. Notification must be in writing thirty (30) days prior to the changes being made and are subject to approval by the LICENSOR.
- 5.5 LICENSEE shall provide the name(s) of the Support Contact(s) to the LICENSOR. LICENSEE agrees to notify LICENSOR if any changes are made to the Support Contact(s). Notification must be in writing thirty (30) days prior to the changes being made and are subject to approval by the LICENSOR.
- 5.6 LICENSEE shall provide reasonable remote access to Authorized Computers and Authorized Stations and necessary support required to enable LICENSOR to provide remote Software Maintenance Services for Supported Products.

6. TERM AND TERMINATION OF AGREEMENT.

- 6.1 The term of this Agreement shall commence upon the date stated above and shall continue for a period of one (1) year.
- 6.2 This Agreement may be renewed for terms of one (1) year under the same terms, conditions and fees upon 60 days' advance written notice by LICENSEE. LICENSOR shall notify the LICENSEE, in writing, at least seventy (70) days prior to the end of the current term of the Agreement, if any of the terms, conditions and fees regarding the renewal of this Software Maintenance Agreement have changed.
- 6.3 Either party may terminate this Agreement upon 60 days' advance written notice. In the event of termination, the Software License Agreement, and the Software Maintenance Agreement shall automatically terminate contemporaneously and if LICENSOR so terminates any advanced fees paid by LICENSEE to LICENSOR shall be returned to LICENSEE on a prorated basis.
- 6.4 Violation of any provisions herein shall be the basis for immediate termination of this Software License and Maintenance Agreement, which termination shall be in addition to and not in lieu of any equitable remedies available to LICENSOR. In such event, all maintenance fees or charges payable for the term of this Agreement shall become due and payable and the LICENSOR's obligations under this Software Maintenance Agreement shall immediately end.
- 6.5 If the LICENSEE has early terminated this Agreement in accordance herein, the LICENSEE may only thereafter re-subscribe to Software Maintenance Services upon the terms, conditions, and fees prevailing at that time plus a reinstatement fee if applicable.

7. FEES AND PAYMENT

- 7.1 The fees for each Service Level of Software Maintenance Services are set out in the Project Contract Budget. Any service requested or required by the LICENSEE outside the scope of the Software Maintenance Services in Schedule "B" and the selected Service Levels in in the Scope of Work will be charged at LICENSOR's then current schedule of rates and will be in addition to the specified fees identified in the Project Budget attached to the Contract. A schedule of current rates can be provided upon written request of LICENSEE.

- 7.2 The fees shall be invoiced annually in advance. Where LICENSOR performs additional services, such services shall be invoiced in arrears.
- 7.3 LICENSEE shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
- 7.4 LICENSOR reserves the right to charge for unusual or excess telephone, shipping, handling, media or user manual expenses in connection with Software Maintenance Services to be provided hereunder. In all cases, LICENSOR shall notify the LICENSEE of these costs in advance.

8. GENERAL

- 8.1 The LICENSEE may not assign this Agreement to a third party without the prior written consent of LICENSOR. This Agreement shall be the only Agreements between the LICENSEE and LICENSOR with respect to the Supported Products. This Agreement cannot be modified or amended unless a written amendment or modification is executed by LICENSOR. This Agreement supersedes all prior agreements, written or oral, relating to the Supported Products.
- 8.2 This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the state of Missouri. Any and all proceedings relating to the subject matter hereof shall be maintained in the circuit court of Cole County, Missouri.
- 8.3 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 8.4 The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
- 8.5 Unless otherwise agreed to by the parties in writing, all notices which any party may be required or desire to give to any other party shall be given in writing by personal service, registered mail or certified mail to the respective addresses set forth at the beginning of this Agreement. Mailed notices shall be deemed to be received on the fifth (5th) business day following the date of mailing.
- 8.6 This Agreement together with all Schedules or modifications now and hereafter made a part hereof shall be binding on the respective parties and their respective heirs, legal representatives, successors and permitted assigns.
- 8.7 If there is a conflict between this Agreement and the Schedules annexed hereto, the terms and conditions of the Schedules shall prevail.

LICENSOR

LICENSEE

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

SUPPORTED PRODUCTS
AUTHORIZED COMPUTERS
AUTHORIZED STATIONS

A1. SUPPORTED PRODUCTS:

LIST OF SOFTWARE (Proprietary to LICENSOR):

Intelligent NETworks® with the following software modules:

- Map Module
- Security and Administration Module
- Video/Closed-Circuit Television (CCTV)
- Dynamic Message Sign (DMS)
- Vehicle Detector Station (VDS)
- Environmental Sensor Stations (ESS)
- Traffic Signals (TSS)
- Event Management (EM)
- Decision Support System (DSS)
- Center to Center (C2C)

A2. AUTHORIZED STATION(S):

Software is licensed for the purposes of traffic management within the State of Missouri only.

A3. AUTHORIZED COMPUTER(S):

Software is licensed for the purposes of traffic management solely on computers operated by the Missouri Department of Transportation and State approved agencies within the State of Missouri.

SCHEDULE B

SOFTWARE MAINTENANCE SERVICES

The following Services will be provided by LICENSOR during the term of this Agreement.

- a. **Resolution of Software Problems:** LICENSOR's responsibility shall be limited to using best efforts to correcting or replacing, as soon as practicable, any substantial deviations in the Products (or any subsequent Product Enhancements or Product Upgrades of Products) from the specifications in the applicable users' manual which the LICENSOR determines to be necessary at the LICENSEE's cost and expense, provided written notice of such substantial deviations is received by the LICENSOR during the term of this Software Maintenance Agreement.
- b. **Product Upgrades/Product Enhancements:** Product Upgrades will be provided as deemed necessary by LICENSOR. Product Enhancements are not provided as part of the Software Maintenance Services. Product Enhancements can be provided for additional fees.
- c. **Documentation Updates:** LICENSOR will provide revised User Manual documentation that pertains to Product Upgrades.

One Rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 10-26-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-279

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 Non-Union Schedule and the Crafts, Trades and Labor Non-Union Schedule by making provision for nine new job titles and deleting one existing job title; authorizing the City Manager, in connection with the Director of Human Resources, to administratively establish and implement a commission-based supplemental pay program for specific designated positions; establishing a new Occupational Series market pay adjustment for specific golf pro positions; and amending the Salary Ordinance to clarify the City Manager's authority to increase the Occupational Series market pay adjustments for all occupational series groups.

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") Non-Union Schedule is hereby amended by adding the following eight job title(s), and deleting one existing job title.

Proposed Job Title and Salary Grade (Titles to be Added)

Classification

Grade

Community Tennis Manager

PAT-9

<u>General Aviation Manager</u>	<u>PAT-9</u>
<u>Farm Park Coordinator</u>	<u>PAT-8</u>
<u>Golf Pro Shop Manager</u>	<u>PAT-8</u>
<u>Marketing & Sponsorship Coordinator</u>	<u>PAT-8</u>
<u>Golf Pro Shop Assistant Manager</u>	<u>PAT-6</u>
<u>Citizen Resource Representative</u>	<u>PAT-4</u>
<u>Golf Pro Shop Assistant</u>	<u>PAT-2</u>

Proposed Job Title and Salary Grade
(Titles to be Deleted)

General Aviation Coordinator	PAT-6
---	------------------

Section 2 – 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 Crafts, Trades and Labor Non-Union Schedule is hereby amended by adding the following job title.

Proposed Job Title and Salary Grade
(Titles to be Added)

Classification	Grade
<u>Yardwaste Recycling Center Supervisor</u>	<u>CTL-11</u>

Section 3 – Section 2-92 of the City Code, known as the ‘Salary Ordinance,’ shall be amended to include a new, Commission-Based, Supplemental Pay Program, and this section shall be numbered and placed within the Salary Ordinance at a location the City Attorney deems appropriate. Specifically, the following provisions shall be added to the Salary Ordinance:

Commission-Based, Supplemental Pay Program

- A. There is hereby created a Commission-Based, Supplemental Pay Program that applies only to the Golf Pro Shop Manager, Golf Pro Shop Assistant Manager, and Marketing & Sponsorship Coordinator positions.
- B. The Golf Pro Shop Manager and Golf Pro Shop Assistant Manager positions may receive, as additional compensation, a percentage of the “net income” of the Golf Pro Shop that the employee manages. The maximum percentage of the “net income” that may be received by any such employee in any given fiscal year is six percent (6%). For the purposes of this section, “net income” shall not include any revenue derived from fees such as green fees or lesson fees.
- C. The Marketing & Sponsorship Coordinator positions may receive, as additional compensation, a percentage of any Parks’ sponsorship, marketing, or advertising revenue generated by the employee, whether it be sponsorship, marketing, or advertising revenue resulting from a renewal of a previously generated sponsorship, marketing, or advertising

81 agreement; or revenue resulting from a new sponsorship, marketing or
82 advertising agreement. The maximum commission percentage that may
83 be allowed for any new sponsorship, marketing, or advertising agreement,
84 shall be twenty percent (20%). The maximum commission percentage for
85 the renewal of any existing sponsorship, marketing, or advertising
86 agreement, shall be fifteen percent (15%).

87 D. The City Manager shall determine on an annual basis what percentages, if
88 any, shall be allowed for positions eligible for the commission-based,
89 supplemental pay program. In so doing, the City Manager may consult
90 with department management and the Director of Human Resources.

91 E. The commissioned-based supplemental pay program for specific
92 designated positions will be established within budgetary limitations.
93

94 Section 4 – Section 2-92 of the City Code, known as the ‘Salary Ordinance,’
95 shall be amended in that the following language set forth in Section 5 of General
96 Ordinance 4712 shall be repealed:

97
98 ~~“That Chapter 2, Section 2-29, of the Springfield City Code, known as the Salary~~
99 ~~Ordinance, is hereby amended by providing the City Manager, in connection with~~
100 ~~the administrative implementation of the Occupational Series program regarding~~
101 ~~City job positions, the discretionary authority to increase, within budgetary~~
102 ~~limitations, the annual base pay rate of any job position listed within the~~
103 ~~respective City compensation schedules by an amount not to exceed five percent~~
104 ~~(5%).”~~

105
106 And by enacting in lieu thereof the following new section, to be numbered and placed
107 within the Salary Ordinance at a location the City Attorney deems appropriate:

108
109 Occupational Series Market Adjustment Program

- 110 1. There is hereby created an Occupational Series Market Adjustment Program,
111 pursuant to which the City Manager has the discretionary authority to
112 increase the annual base pay rate of any job position or City occupational
113 series group by a percentage multiplier.
114 2. The percentage multiplier shall not exceed five percent (5%) per fiscal year.
115 3. After a percentage multiplier is provided in a given fiscal year, then in
116 subsequent years the City Manager may increase the multiplier by up to an
117 additional five percent (5%) per fiscal year, and this additional increase shall
118 be cumulative with any prior increase.
119 4. There is hereby created a new Occupational Series Group, “Golf Pros,” which
120 shall consist of the Golf Pro Shop Manager and Golf Pro Shop Assistant
121 Manager positions. In connection with the Occupational Series Market
122 Adjustment program, the City Manager is hereby provided the discretionary
123 authority, within budgetary limitations, to set the initial occupational market
124 series adjustment for the Golf Pros occupational group, at an amount not to
125 exceed twelve percent (12%). In subsequent years, the City Manager shall
126 have the authority to apply the five percent (5%) annual discretionary
127 multiplier set forth above to the Golf Pros occupational group.

128 5. Nothing in this section shall affect occupational series market adjustments
129 already in place at the time of this ordinance's adoption.
130

131 Section 5 – This Ordinance shall be in full force and effect immediately after its
132 adoption by the City Council.
133

134 Passed at meeting: _____
135

136 _____
137 Mayor
138

139 Attest: _____, City Clerk
140

141 Filed as Ordinance: _____
142

143 Approved as to form: _____, Assistant City Attorney
144
145

146 Approved for Council action: _____, City Manager
147

EXPLANATION TO COUNCIL BILL 2021-279

FILED: 10-26-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend Chapter 2, Article III, Division 1 of the Code of Ordinances of the City of Springfield, Missouri, 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 and the Crafts, Trades and Labor Non-Union Schedule by making provision for nine new job titles and deleting one existing job title; to authorize the City Manager, in connection with the Director of Human Resources, to administratively establish and implement a commission-based supplemental pay program for specific designated positions; to clarify that the Occupational Series Market Adjustment program grants the City Manager discretion to increase the occupational series adjustment by up to 5% annually and cumulatively; and to establish a new Occupational Series market pay adjustment for specific golf pro positions.

BACKGROUND: This Council bill contains recommendations related to job title additions and deletions due to department organizational changes and job studies recently completed by Human Resources. New job title additions include: Community Tennis Manager (PAT-9), General Aviation Manager (PAT-9), Farm Park Coordinator (PAT-8), Golf Pro Shop Manager (PAT-8), Marketing & Sponsorship Coordinator (PAT-8), Golf Pro Shop Assistant Manager (PAT-6), Citizen Resource Representative (PAT-4), Golf Pro Shop Assistant (PAT-2), and Yardwaste Recycling Center Supervisor (CTL Non-Union-11). The job title deletion includes General Aviation Coordinator (PAT-6).

Several of the newly recommended positions in this Council bill that are assigned to Parks will be eligible for a commission-based supplemental pay program for specific designated positions. For example, positions responsible for the golf pro shop revenue, and/or Parks sponsorship and advertising/marketing revenue agreements will be eligible for the supplemental commission-based pay program approved administratively. In addition, based on external market pay factors and industry standards for golf pro positions, a new occupational series market pay adjustment is recommended to be competitive with external markets and to have better parity among golf pros.

REMARKS: Human Resources has completed job studies and recommends the establishment of the new job titles based on organizational changes and the results from the job studies. Additionally, the job title deletion is recommended as the job title will no longer be utilized. Based on the scope of responsibility required of each position, the recommended salary grade assignments as outlined in the attached Council Bill are consistent with the overall level of responsibility and in some cases will result in reclassifications for incumbent employees.

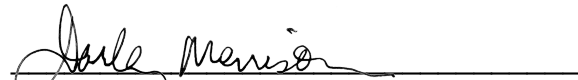
The commissioned-based supplemental pay program for specific designated positions

will be established within budgetary limitations and in consultation with department management, monitored, and amended as needed, by the Director of Human Resources and as ultimately, approved and adopted by the City Manager. Additionally, a new occupational group, Golf Pros, is being established and the associated occupational series market pay adjustment for this group is recommended based on external market pay factors and comparable industry standards.

BUDGET NOTE: The recommendations and explanations contained herein are consistent with Council's policies. All costs reflected herein are part of the adopted Annual Operating Budget for Fiscal Year 2022 with no new funds being requested. Therefore, no budget adjustment is needed.

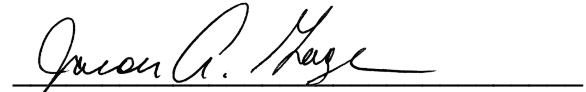
It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 10-26-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-280

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code Chapter 46, 'Elections,' to add a new Section
2 46-9, 'Statement of candidacy - candidate affidavits,' for the purpose of
3 requiring candidates for City Council to make a sworn affidavit they
4 possess the qualifications for office required by the City's Charter, the
5 Springfield City Code, and state law.
6 _____
7

8 WHEREAS, City Charter Section 13.2 states the City Council shall provide by
9 ordinance all regulations which it considers needful or desirable for the prevention of fraud in
10 the City's municipal elections; and
11

12 WHEREAS, to prevent fraud in the City's elections, it is of the utmost importance that
13 candidates for City Council possess the qualifications prescribed for Council members by the
14 City's Charter, the Springfield City Code, and state law; and
15

16 WHEREAS, a legal requirement for candidates for City Council to make a sworn
17 affidavit they are qualified for office would help prevent unqualified candidates from
18 seeking election because purposefully making a false affidavit can be prosecuted under
19 state law.
20

21 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
22 SPRINGFIELD, MISSOURI, as follows, that:
23

24 NOTE: Added language is underlined, deleted language is ~~stricken~~.
25

26 Section 1 – The Springfield City Code Chapter 46, 'Elections,' is hereby
27 amended to add a new Section 46-9, 'Statement of candidacy - candidate affidavits,'
28 which shall read as follows:
29

30 Sec. 46-9. – Statement of candidacy - candidate affidavits.
31

32 All persons who file a statement of candidacy for a City Council position shall at the time
33 of filing such statement make an affidavit that the person meets all qualifications

34 required by the City's Charter, the Springfield City Code, and state law for holding such
35 a City Council position. An affidavit shall mean a written statement and shall be required
36 to be made under oath and to be sworn to before the City Clerk.
37

38 An affidavit shall comply with this section only if it is on a form provided to candidates by
39 the City Clerk which shall have been prepared by or approved by the City Attorney. The
40 purpose of the affidavit is to ensure that all candidates for a City Council position
41 possess the qualifications required by the City's Charter, the City Code, and state law.
42

43 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
44 affect any suit or proceeding now pending in any court or any rights acquired, or liability
45 incurred nor any cause or causes of action occurred or existing, under any act or
46 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
47 impaired, or affected by this Ordinance.
48

49 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
50 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
51 affect the validity of the remaining portions of this Ordinance. City Council hereby
52 declares that it would have adopted the Ordinance and each section, subsection,
53 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
54 sections, subsections, sentences, clauses, or phrases be declared invalid.
55

56 Section 4 – This Ordinance shall be in full force and effect immediately upon
57 adoption.
58

59 Passed at meeting: _____
60
61

62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66

67 Filed as Ordinance: _____
68

69
70 Approved as to form: Rhonda Lewsader, City Attorney
71

72
73 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-280

FILED: 10-26-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code Chapter 46, 'Elections,' to add a new Section 46-9, 'Statement of candidacy - candidate affidavits,' for the purpose of requiring candidates for City Council to submit a sworn affidavit they possess the qualifications required by the City's Charter, the Springfield City Code, and state law.

BACKGROUND: The City Manager's office requested this Council bill. The City's Charter and state law set out certain requirements to qualify to hold City office. For years, the City has required City Council candidates to submit an affidavit that they possess the qualifications required for office. However, at present, there is no mechanism in place to punish candidates that provide false information in the affidavit. To preserve the integrity of the City's elections, it is important that candidates possess the required qualifications.

Under state law, a person may be prosecuted for making a false affidavit under certain conditions. One of the conditions is that the affidavit is authorized or required by law to be made under oath and sworn to before a person authorized to administer oaths. City Charter Section 13.2 authorizes City Council to adopt all regulations which it considers needful or desirable for the prevention of fraud in the City's municipal elections.

Passage of this Council bill would require candidates for City Council to make an affidavit they possess the qualifications for office required by the City's Charter, the City Code, and state law at the time of filing their statement of candidacy. The affidavit must be in writing, made under oath, and sworn to before the City Clerk. City Charter Section 19.17 empowers the City Clerk to administer oaths or affirmations in any matter pertaining to the affairs and government of the City. The Council bill also requires that the affidavit be made on a form prepared by or approved by the City Attorney to ensure that there is a legal review of required candidate qualifications listed on the affidavit and to ensure uniformity of the affidavits.

With the passage of this Council bill, candidates that purposefully make a false affidavit regarding their qualifications can be prosecuted for making a false affidavit under state law when the other requirements of the charge and sufficient evidence exist.

Submitted by:


Rhonda Lewsader, City Attorney

Approved by:


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-26-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-281

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget of the Springfield Art Museum for Fiscal Year 2021-2022
2 in the amount of \$121,000 to appropriate fund balance reserves
3 from the Art Museum Special Project Fund; and amending the
4 budget of the Department of Public Works for Fiscal Year 2021-
5 2022 in the amount of \$200,000 to appropriate fund balance
6 reserves from the 1/4-Cent Capital Improvement Sales Tax to
7 support construction of the Art Museum North Parking
8 Improvements Project at the Springfield Art Museum.
9 _____

10
11 WHEREAS, as part of the Master Plan for the Springfield Art Museum
12 ("Museum"), the Museum's parking will be relocated to the north side of the Museum's
13 property; and
14

15 WHEREAS, bids received for the Art Museum North Parking Improvements
16 Project ("Project") were higher than originally budgeted; and
17

18 WHEREAS, fund balance reserves from the Art Museum Special Project Fund
19 and the 1/4-Cent Capital Improvement Sales Tax will be used to cover the increased
20 cost of this Project; and
21

22 WHEREAS, the Springfield Art Museum Board has approved use of Museum
23 reserve funds for this purpose.
24

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

28 Section 1 –The budgets of the Springfield Art Museum and the Department of
29 Public Works for Fiscal Year 2021-2022 are hereby amended in the accounts and in the
30 amounts as shown on Budget Adjustment No. 029, a copy of which is attached hereto
31 and incorporated herein by reference as "Exhibit A."
32

33 Section 2 – City Council finds that the budget adjustment made above has been

recommended by the Springfield Art Museum Board and the City Manager.

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-____

FILED: 10-26-21

ORIGINATING DEPARTMENT: Art Museum and Public Works

PURPOSE: Authorizing a budget adjustment amending the budget of the Springfield Art Museum for Fiscal Year 2021-2022 in the amount of \$121,000 to appropriate fund balance reserves from the Art Museum Special Project Fund, and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$200,000 to appropriate fund balance reserves from the 1/4-Cent Capital Improvement Sales Tax, to support construction of the Art Museum North Parking Improvements project at the Springfield Art Museum.

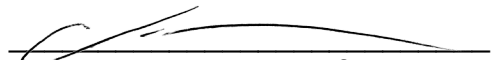
BACKGROUND INFORMATION: As part of the Master Plan for the Springfield Art Museum, the Museum's parking will be relocated to the north side of the Museum property. This project will be the first phase of this effort and will include the construction of a new parking lot and vehicular entrance on the northwest portion of the Museum property as well as improvements to the Amphitheater, lighting, accessibility through the construction of additional trails and sidewalks, and aesthetic improvements to the landscape through plantings. Bids received for this project were higher than the original budget. Fund balance reserves from the Art Museum Special Project Fund and the 1/4-Cent Capital Improvement Sales Tax will be used to cover the increased cost of this project. The Art Museum Board has approved the use of Art Museum reserve funds for this purpose.

REMARKS: The bulk of the funding for this project comes from a private donation of \$500,000. Additional funds will be provided by grants from the James River Basin Partnership 319 Grant from the Environmental Protection Agency through the Missouri Department of Natural Resources. The Art Museum, the Art Museum Board, and Public Works recommend approval of this Council Bill and budget adjustment.

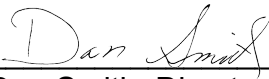
This project supports the following City Council Priorities:

- Quality of Place
- Economic Vitality

Submitted by:

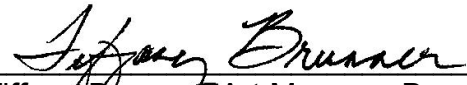

Nick Nelson, Director of Art Museum

Recommended by:



Dan Smith, Director of Public Works

Recommended by:



Tiffany Brunner, Art Museum Board Chair

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
029

Revenues:

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

Expenditures:

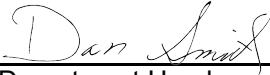
Fund	Dept	Org	Account	P&G	Location	Amount	Description
29130	02	21010	509110	103026	00000	\$ 121,000	Art Museum North Parking Improvements
41090	20	73020	509110	103026	00000	200,000	Art Museum North Parking Improvements
Net Expenditure Adjustment						\$ 321,000	

Fund Balance Appropriation:

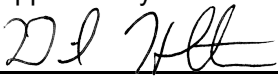
Fund	Title	Amount
29130	Art Museum Special Projects	(121,000)
41090	1/4-Cent Cap. Imp. Sales Tax	(200,000)

Explanation: To amend the FY2021-22 budget by appropriating fund balance reserves of \$121,000 from the Art Museum Special Project Fund and \$200,000 from the 1/4-Cent Capital Improvement Sales Tax Fund for the Art Museum North Parking Improvement project.

Requested By:

 10/27/21
Department Head Date
 10/27/21
Department Head Date

Approved By:

 10/27/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-281
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 10-26-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-282

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Cottle's Range Subdivision, generally located
4 at 3280 and 3284 North Mulroy Road, upon the applicant filing and
5 recording a final plat that substantially conforms to the preliminary
6 plat; and authorizing the City Clerk to sign the final plat upon
7 compliance with all the terms of this Ordinance. (Staff recommends
8 that City Council accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Cottle's Range Subdivision dated
12 August 26, 2021, is on file with the City's Department of Planning and Development;
13 and
14

15 WHEREAS, on October 7, 2021, the Planning and Zoning Commission of the
16 City of Springfield, Missouri, conditionally approved the Preliminary Plat of Cottle's
17 Range Subdivision, which is generally located at 3280 and 3284 North Mulroy Road.
18

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:
21

22 Section 1 – City Council hereby authorizes the Director of Planning and
23 Development, on behalf of the City of Springfield, to accept the land, easements, and
24 improvements dedicated to the City, as shown on the Preliminary Plat of Cottle's Range
25 Subdivision, which is generally located at 3280 and 3284 North Mulroy Road, as
26 approved by the Planning and Zoning Commission. The original plat of Cottle's Range
27 Subdivision is on file in the Department of Planning and Development ("Approved
28 Preliminary Plat"), a reduced version of which is attached hereto for general reference
29 as "Exhibit B - Attachment 3." All of "Exhibit B," including attachments, is incorporated
30 herein by this reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the 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 all conditions referenced herein and in "Exhibit B".

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.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 282

FILED: 10-26-21

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 Cottle's Range Subdivision, generally located at 3280 and 3284 North Mulroy Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Cottle's Range Subdivision dated August 26, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 3.
- B. The Planning and Zoning Commission held a public hearing on October 7, 2021, 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.

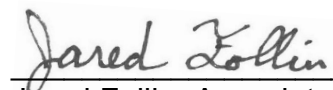
Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

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 designates this area as Low-Density Housing & Medium Intensity Retail, Office, or Housing. The subdivision divides the property in a way that will facilitate commercial development, which is consistent with Plan. The Major Thoroughfare Plan classifies North Mulroy Road as a Primary Arterial and Interstate 44 as a Freeway which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:


Jared Follin, Associate Planner

Recommended by:


Brendan K. Griesemer, AICP
Acting Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – COTTLE’S RANGE SUBDIVISION
Planning and Zoning Commission – October 7, 2021

Preliminary Plat of Cottles Range Subdivision
3280 & 3284 North Mulroy Road

Applicant: St. John’s Regional Health Center

Mr. Hosmer stated that this is a request to approve a preliminary plat for a three-lot commercial subdivision located at 3280 N. Mulroy Road. The applicant is proposing to subdivide 32.5 acres into a three-lot commercial subdivision. The property is currently zoned Co PAD but Rezoning to HC. Transportation Plan classifies Mulroy Road as a Primary Arterial. A Traffic Study will be required at time of development. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. John Chamberlin, Kansas City noted that the developer has not objections to staff comments.

Mr. Colony asked about drainage and sewage structures on lot 1.

Mr. Chamberlin noted that lot 1 will be developed into a Buc-ee’s.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Preliminary Plat of Cottles Range Subdivision (3280 & 3284 North Mulroy Road). Mr. Colony seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Jobe, Bruce, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin and Lebeck.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

OCTOBER 7, 2021

NOVEMBER 1, 2021

CASE: Preliminary Plat of Cottle's Range Subdivision

ACRES: 32.514

LOCATION: 3280 North Mulroy Road

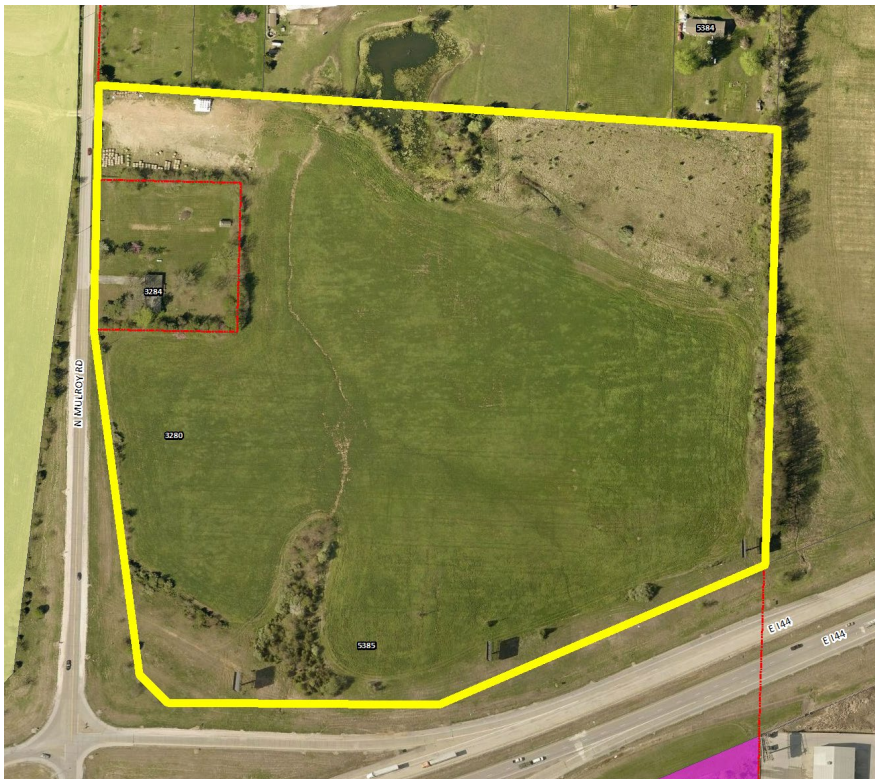
EXISTING LAND USE: Undeveloped / Single-Family Residential

APPLICANT: Childress Family LP & Vivian L. McKinzie

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

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



SUMMARY OF REQUEST:

1. The applicant is proposing a preliminary plat for a three-lot subdivision named "Cottle's Range Subdivision" to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-1 & County R-1	CS	County R-1	R-SF
LAND USE	Single-Family Residential	Automobile Service Garage	Undeveloped	Undeveloped

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

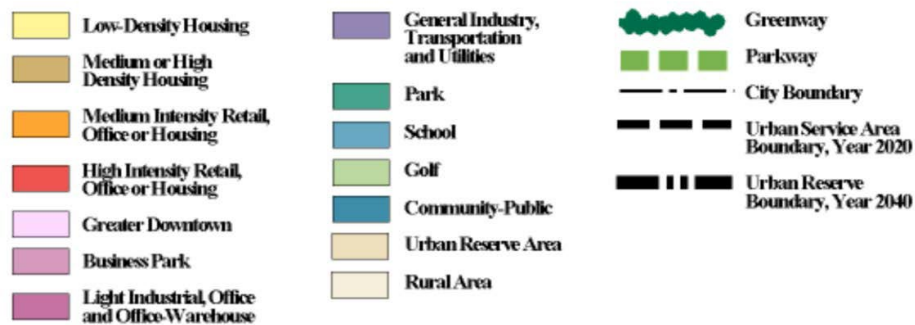


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

Much of the subject property was annexed into the City in 2021. The remaining property is currently in the process of being annexed. The entire property is also in the process of being rezoned to Highway Commercial.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL
Minimum Lot Size	None
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front Yard Setback	25 feet along collector or higher classified streets. 15 feet along local streets.
Side and Rear Setbacks	None, except as required by Section 36-453, supplemental open space and yard regulations.
Street Classification	North Mulroy Road – Primary Arterial Interstate 44 - Freeway
Sidewalks (Per Sec.36-471)	There is not existing sidewalk along the property frontage of N. Mulroy Road. The developer is required to construct sidewalk or apply to the ARC for approval to pay a fee in lieu of, which is currently \$19 per linear foot. If approved, this fee must be paid prior to approval of a building permit.
Open Space Requirement	No less than 20 percent of the gross site area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Low-Density Housing & Medium Intensity Retail, Office or Housing. The subdivision divides the property in a way that will facilitate commercial development, which is consistent with Plan. The Major Thoroughfare Plan classifies North Mulroy Road as a Primary Arterial and Interstate 44 as a Freeway which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 32.5 acres into a three-lot subdivision named "Cottle's Range" to facilitate development of the site.
2. An internal street is proposed to be built off North Mulroy Road to give access to the proposed lots and to potentially facilitate a future extension to the east. A temporary turnaround will be built at the end of the proposed street.
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.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. The Preliminary Plat drawing can be found in Attachment 3

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with Prelim Plat generally. Offsite 3 Phase Electric, Gas & Water extensions will be needed to provide services. CU will begin design when we receive construction plans, cad file or meet to discuss the utility extensions. Contact Josh @ 417-831-8816 to coordinate. Corrections requested for final plat; The 30 ft water easement along the East property line should be labeled as a utility easement. A 10 ft utility easement will be needed along both sides of the ROW area of Buc-ee's Blvd, and along all property lines/other ROW frontages.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

1. There is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer. This is based on the area of the property connecting. This fee is typically collected as part of the engineering and inspection fees for the public improvements but does not include the sewer impact permit fee collected as part of the building plans. 2. Horizontal Alignment of proposed sewer to serve lot 1 is acceptable. Additional review of sewer extension will be done when public improvement plans are submitted. Public improvement plans for sanitary sewer to be designed and constructed to city specs. Submit public improvement plans for review via ProjectDox. Engineering and inspection fees of 5.34% of the approved contract amount plus the trunkline connection fee must be paid prior to filing the plans. 3. The public improvements must be approved and constructed or escrowed before any building permits can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements. No objection to escrow of the public sewer extension.

FIRE DEPARTMENT COMMENTS:

Installation of fire hydrants & fire access lanes shall comply with 2018 IFC when developed.

PUBLIC WORKS TRAFFIC COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Mulroy Road as a Primary Arterial roadway. The property also fronts I-44. The standard right-of-way width for N. Mulroy Road 50-feet from the centerline. It appears additional right-of-way is needed along N. Mulroy Road, which will be part of the plat that is moving forward for this property. A survey is recommended to determine the exact amount of existing right-of-way. N. Mulroy Road is a city-maintained street.

DRIVEWAY ACCESS

There is currently two driveway access points onto the property from N. Mulroy Road. Access to Lot 1 will be taken from Bucc-ee's Blvd. No access is allowed from Lot 2 to Mulroy Road.

SIDEWALK

There is not existing sidewalk along the property frontage of N. Mulroy Road. The developer is required to construct sidewalk or apply to the ARC for approval to pay a fee in lieu of, which is currently \$19 per linear foot. If approved, this fee must be paid prior to approval of a building permit.

IMPROVEMENTS

A Traffic Impact Study has been preliminarily approved by the City. The Traffic Impact Study is currently under review by MoDOT and the FHWA since there are proposed improvements at the I-44/Mulroy Road Interchange. All improvements required by the Traffic Impact Study will be completed on Public Improvement Plans approved by the City and MoDOT. All public improvements shown on the plat must be constructed and approved or funds escrowed prior to approval of the final plat.

TRAFFIC - TABLE 1: PLATTING DETAILS

Development Review Staff Report



	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	N. Mulroy Road	Primary Arterial	No	Varies	50

PUBLIC WORKS STORMWATER COMMENTS:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual. 1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. Two stormwater management ponds are shown. 2. Per Chapter 12 Sec. 3.1, detention basins serving a subdivision (more than one lot) shall be in a Common Area. Revise lot layout to incorporate Common Area. 3. Water quality is required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. 4. This site primarily drains to the north. Per Chapter 2 Sec. 4.1.4, discharge from a property shall be to public R/W, a recorded drainage easement, or a certified natural watercourse. If none of these options are available then the development must be modified so that the amount, location, or character of discharge is not changed. 5. Public improvement plans shall be submitted for stormwater infrastructure in right of way, Common Areas, and drainage easements. Public improvements must be constructed, inspected, and accepted or escrowed prior to issuance of building permits. 6. There is a concentrated stormwater discharge onto the site at the south end of the property from a 30-inch diameter pipe. This runoff will need to be conveyed through the property in a drainage easement. Show and label drainage easement on plat. Minimum easement widths are shown in Table 1 in Chapter 12. Public improvement plans are required for these improvements. 7. Show and label drainage easements on Lot 1 encompassing existing pond and for concentrated discharge from pipe outfalls in Lot 1 to pond based on flooding extents from a storm with a one percent annual chance of being exceeded. 8. Provide the following note on the plat: "The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities." 9. Provide the following note on the plat: "All common areas shall be considered drainage easements. All Common Areas are to be maintained by the property owners association. All drainage easements are to be maintained by the property owner."

The property is in the South Dry Sac drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention will not be allowed and detention is required. The property is not in a stream buffer area.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual* – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection Manual*.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

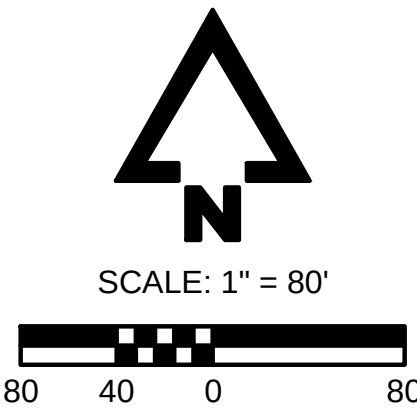
1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

PRELIMINARY PLAT OF
COTTLE'S RANGE SUBDIVISION
A TRACT OF LAND IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

LEGEND

WATER = ——— W ———
SEWER = ——— SS ———
SECTION LINE = ——— ———
ELECTRIC = ——— E ———
STORM = ——— ST ———



LEGEND

• = MONUMENT AS NOTED

SURVEY NOTES:

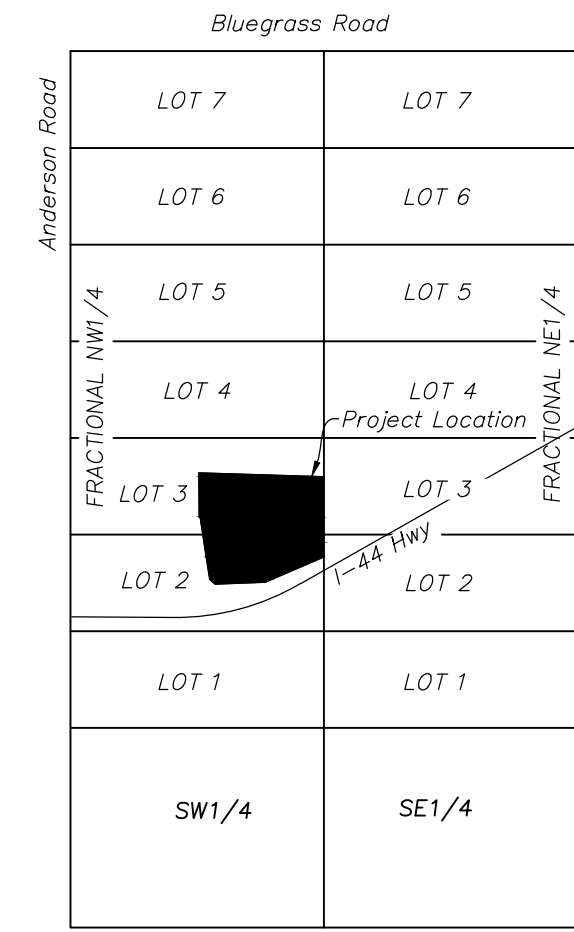
The bearings shown hereon are based on the Missouri State Plane Coordinate System Central Zone NAD 83

FLOOD NOTE:

This property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map, prepared by the Federal Emergency Agency's National Flood Insurance Program for City of Springfield, Greene County, Missouri, Map Number 29077C0243E and dated December 17, 2010.

AREAS

LOT 1	871,472± SQ. FT.	20.006± ACRES
LOT 2	115,192± SQ. FT.	2.644± ACRES
LOT 3	165,295± SQ. FT.	3.795± ACRES
ROW	107,484± SQ. FT.	2.468± ACRES
TRACT "A"	156,875± SQ. FT.	3.601 ± ACRES
TOTAL	1,416,318± SQ. FT.	32.514± ACRES



VICINITY MAP
FRAC. SEC. 1-29-21

McCLURE ENGINEERING COMPANY
"making lives better"
11031 STRANG LINE RD
LENEXA, KANSAS 66215
(913) 888-7800 WWW.McCLUREVISION.COM

COTTLE'S RANGE SUBDIVISION
SURVEYORS RECOMMENDED DESCRIPTION

BEING PART OF THE EAST ONE HALF OF LOT THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 1° 36' 44" W, ALONG THE EAST LINE THE WEST ONE HALF, A DISTANCE OF 415.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 1° 36' 44" W, ALONG SAID EAST LINE, A DISTANCE OF 859.66 FEET (MEASURED), 858.60 FEET (DEED) TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY NO. 44 AS NOW ESTABLISHED; THENCE S 67° 02' 40" W, ALONG SAID NORTHERLY RIGHT-OF-WAY, 285.21 FEET; THENCE S 69° 04' 09" W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, 396.63 FEET; THENCE S 89° 21' 17" W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 538.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH MULROY ROAD AS ESTABLISHED BY A WARRANTY DEED GRANTED TO THE MISSOURI HIGHWAY COMMISSION FOR ROUTE 744 RIGHT-OF-WAY AS SET OUT IN BOOK 2068, AT PAGE 27, RECORDER'S OFFICE, GREENE COUNTY, MISSOURI; THENCE ALONG SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY FOR THE NEXT FIVE COURSES; N 47° 15' 47" W, 77.31 FEET; THENCE N 7° 15' 20" W, 405.43 FEET; THENCE N 7° 17' 49" W, 273.16 FEET; THENCE N 88° 34' 46" W, 10.33 FEET; THENCE N 1° 29' 38" E, 470.31 FEET (MEASURED) 470.95 FEET (DEED) TO A POINT BEING 417.4 FEET SOUTH AND 1339.71 FEET WEST OF THE NORTHEAST OF SAID SECTION 3; THENCE S 86° 34' 12" E, ALONG A LINE 417.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 330.19 FEET; THENCE N 1° 29' 38" E, A DISTANCE OF 2.40 FEET, TO A POINT 415 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE S 86° 34' 12" E, ALONG A LINE 415 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1008.49 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,416,318± SQ. FT. OR 32.514± ACRES.

THIS DESCRIPTION BEING PREPARED BY STAN LLOYD, MO. PLS-2001024811

BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, MISSOURI WEST ZONE NAD 83.

NOTES:

The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.

All Common Areas shall be considered drainage easements. All Common Areas are to be maintained by the property owners association. All Drainage Easements are to be maintained by the property owner.

No Access is allowed from Lot 2 to Mulroy Road when Buc-ee's Boulevard is constructed.

One-rdg. _____
P. Hrngs. _____
Pgs. 16 _____
Filed: 10-26-21 _____

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-283

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Mercy Villa, generally located at 1100 East
4 Montclair Street, upon the applicant filing and recording a final plat
5 that substantially conforms to the preliminary plat; and authorizing the
6 City Clerk to sign the final plat upon compliance with all the terms of
7 this Ordinance. (Staff recommends that City Council accept the public
8 streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Mercy Villa dated September 17,
12 2021, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on October 7, 2021, the Planning and Zoning Commission of the
15 City of Springfield, Missouri, conditionally approved the Preliminary Plat of Mercy Villa,
16 which is generally located at 1100 East Montclair Street.
17

18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
19 SPRINGFIELD, MISSOURI, as follows, that:
20

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Mercy Villa,
24 which is generally located at 1100 East Montclair Street, as approved by the Planning
25 and Zoning Commission. The original plat of Mercy Villa is on file in the Department of
26 Planning and Development (“Approved Preliminary Plat”), a reduced version of which is
27 attached hereto for general reference as “Exhibit B - Attachment 4.” All of “Exhibit B,”
28 including attachments, is incorporated herein by this reference.
29

30 Section 2 – The Director of Planning and Development shall be authorized to
31 accept the land, easements, and improvements dedicated to the City, as shown on said
32 plat, upon the applicant filing and recording a final plat in accordance with this
33 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 all conditions referenced herein and in "Exhibit B".

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.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 283

FILED: 10-26-21

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 Mercy Villa, generally located at 1100 East Montclair 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 Mercy Villa dated September 17, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 4.
- B. The Planning and Zoning Commission held a public hearing on October 7, 2021, 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.

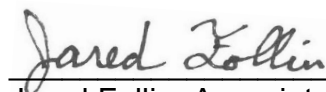
Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

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 designates this area as High-Intensity Retail, Office, or Housing. The subdivision divides the property in a way that will facilitate appropriate development for this property. The Major Thoroughfare Plan classifies South Maryland Avenue as a Collector, East Montclair Street as a Collector, and South National Avenue as a Primary Arterial which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Brendan K. Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Landscaping Plan (Lot 3)

Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – MERCY VILLA
Planning and Zoning Commission – October 7, 2021

Preliminary Plat of Mercy Villa Subdivision
1100 East Montclair Street

Applicant: St. John's Regional Health Center

Mr. Hosmer stated that this is a request to approve a preliminary plat for a three-lot residential subdivision located at 100 East Montclair Street. The applicant is proposing to subdivide 14.7 acres into a three-lot residential subdivision and the property is zoned R-MD. Transportation Plan classifies Maryland Ave and Montclair Street as Collectors, and National Avenue as a Primary Arterial. A Traffic Study is not required, National Ave is will require 50 ft. of ROW (5 feet is needed). The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Will Hoey, Springfield and here to answer any questions.

Mr. Knuckles asked about the access to lots 2 & 3 for public ROW.

Mr. Hoey noted that no changes for lot 3(access remains) and for lot 2, there has not been any discussion and they may sell off the property.

Mr. Hosmer stated that they have to meet standards for access.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Preliminary Plat of Mercy Villa Subdivision (1100 East Montclair Street). Ms. Bruce seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Jobe, Bruce, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin and Lebeck.



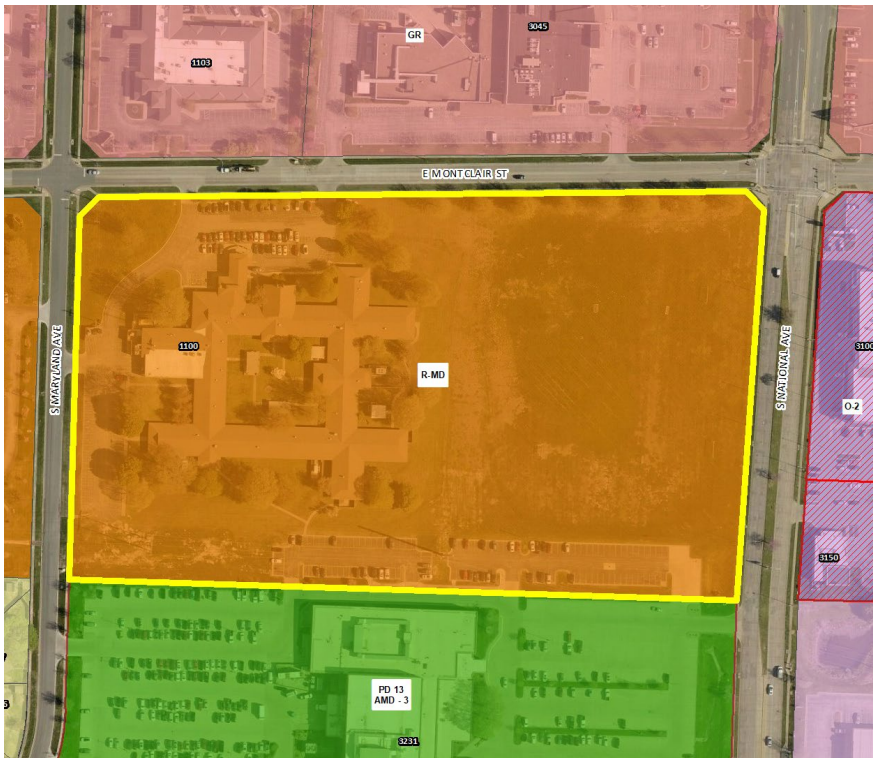
Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

OCTOBER 7, 2021

NOVEMBER 1, 2021

CASE: Preliminary Plat of Mercy Villa**ACRES:** 14.789**LOCATION:** 1100 East Montclair Street**EXISTING LAND USE:** Assisted Living Facility**APPLICANT:** St. John's Regional Health Center**STAFF:** Jared Follin, Associate Planner
417-864-1612**STAFF RECOMMENDATIONS:**
Approve w/Conditions**PROPOSED MOTION:** Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).**SUMMARY OF REQUEST:**

- The applicant is proposing a preliminary plat for a three-lot residential subdivision named "Mercy Villa" to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

- The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	PD 13, Am. 3	O-2	R-MD
LAND USE	Medical Office	Medical Office	Office	Assisted Living Facility

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



CITY OF
Springfield



Development Review Staff Report



PROPERTY HISTORY:

The subject property was first subdivided in 1941 under Greene County's jurisdiction. Later, the property was annexed into the City in 1966.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR MEDIUM-DENSITY MULTIFAMILY RESIDENTIAL
Minimum Lot Size	8,250 square feet
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 the side yards are 15 feet or greater: 45 feet or three stories above the finished grade.
Front Yard Setback	25 feet along collector or higher classified streets. 15 feet along local streets.
Side and Rear Setbacks	Side yard - 6 feet, or as required by section 36-453, supplemental open space and yard regulations. Rear yard – Ten percent of lot depth
Street Classification	S. Maryland Avenue – Collector E. Montclair Street – Collector S. National Avenue – Primary Arterial
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage of S. National Avenue, E. Montclair Street and S. Maryland Avenue. The existing infrastructure meets current City Standards.
Open Space Requirement	No less than 20 percent of the total lot area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as High-Intensity Retail, Office or Housing. The subdivision divides the property in a way that will facilitate appropriate development for this property. The Major Thoroughfare Plan classifies South Maryland Avenue as a Collector, East Montclair Street as a Collector, and South National Avenue as a Primary Arterial which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing a preliminary plat for a three-lot residential subdivision named "Mercy Villa" to facilitate development on the property.
2. It is the intent to combine Lot 3 with the property to the south (3231 South National Avenue) of the subdivided area. The existing parking lot was permitted under the current zoning following the approval of Special Exception 1259. The landscaping requirements required by the Special Exception are currently insufficient and will need to be brought into compliance before the approval of the final plat. A landscaping plan has been approved by staff as part of the subdivision review and is provided in Attachment 3.
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.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. A landscaping plan for the existing parking lot on Lot 3 is contained in Attachment 3. The Preliminary Plat drawing can be found in Attachment 4.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with prelim plat. All lots have access to Elec/Gas/Water. On final plat, please add a 10ft utility easement along Maryland and Montclair frontages, and connect with existing easement along National.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

No objections to replat. Both tracts have access to public sewer.

PUBLIC WORKS TRAFFIC COMMENTS:

Per City Code Section 36-223, 36-243 & 36-453 and Section 8 of Public Works Design Standards, the developer shall dedicate ROW, in addition to appropriate site triangles measured from the intersections of the new ROW line based on the right of way required for the street classification. Required minimum ROW width from centerline of National Ave is 50 ft. It appears an additional 5 feet is needed. Please revise the plat to show 5' additional right of way. Required minimum ROW width from centerline of Montclair St and Maryland Ave is 30 ft. It appears this requirement is met. The minimum required sight triangle is 30 ft x 30 ft. It appears this requirement is met. A survey is recommended to determine the exact amount of existing right of way. Anything less than the required right of way is required as part of the plat. 2. Public Works Transportation Engineering has a future widening project under consideration on National Avenue which possibly includes a trail connection. Please contact Nick Edelman at 417-864-1932 to discuss any right of way needed.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. National Avenue as a Primary Arterial roadway, and E. Montclair Street and S. Maryland Avenue as Collector roadways. The standard right-of-way width for S. National Avenue is 50 feet from the centerline. The standard right-of-way width for E. Montclair Street and S. Maryland Avenue is 30 feet from the centerline. It appears additional right-of-way in the amount of 5 feet is needed along S. National Avenue. It appears no additional right-of-way is needed along E. Montclair Street or S. Maryland Avenue. A survey is recommended to determine the exact amount of existing right-of-way. S. National Avenue and E. Montclair Street are both city-maintained streets.

DRIVEWAY ACCESS

There is currently two driveway access points onto the property from E. Montclair Street, one on S. Maryland Avenue and none on S. National Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements set forth in the City of Springfield Public Works Design Standards and City Code Section 98.

SIDEWALK

There is existing sidewalk along the property frontage of S. National Avenue, E. Montclair Street and S. Maryland Avenue. The existing infrastructure meets current City Standards.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. National Avenue	Primary Arterial	No	45	50
Street 2	E. Montclair Street	Collector	Yes	30	30
Street 3	S. Maryland Avenue	Collector	No	30	30

Development Review Staff Report



PUBLIC WORKS STORMWATER COMMENTS:

1. Provide the following note on the plat: "The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities." 2. Provide the following note on the plat: "All common areas shall be considered drainage easements. All Common Areas are to be maintained by the property owners association. All drainage easements are to be maintained by the property owner." 3. The underground stormwater system through Lot 3 appears to extend into Lot 1. If runoff from Lot 1 discharges through this system then a drainage easement will need to encompass this storm drain.

STORMWATER TEMPLATE

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual* – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection Manual*.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Development Review Staff Report



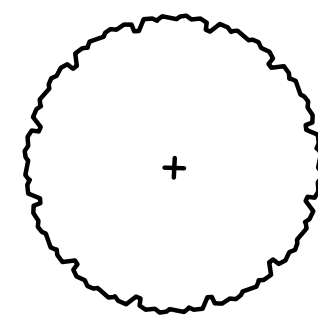
CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



NEW SHRUB

LANDSCAPE CALCULATIONS:

BUFFERYARD – PER SPECIAL EXCEPTION NO. 1259

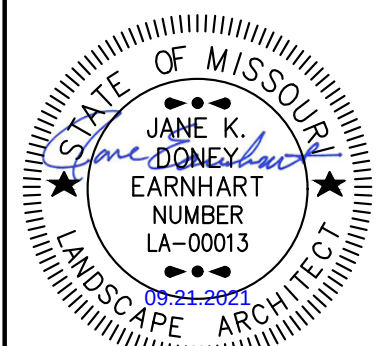
PROVIDED = NORTH, 165 NEW SHRUBS

1. COMBUSTIBLE LANDSCAPE MATERIALS SHALL NOT BE WITHIN 18 INCHES OF EXTERIOR FACE OF THE PROPOSED BUILDING.
2. COMBUSTIBLE LANDSCAPE MATERIALS SHALL NOT BE WITHIN AN 18 INCH RADIUS OF THE PROPOSED GAS METER.
3. RECEPTACLES FOR DISCARDED SMOKING MATERIALS SHALL BE NO CLOSER THAN 18 INCHES TO COMBUSTIBLE LANDSCAPE MATERIALS, AND SHALL BE EMPTIED REGULARLY.



0' 25' 50' 100'

SCALE IN FEET



REVISIONS DESCRIPTION

REVISIONS

2021

SPRINGFIELD, MISSOURI

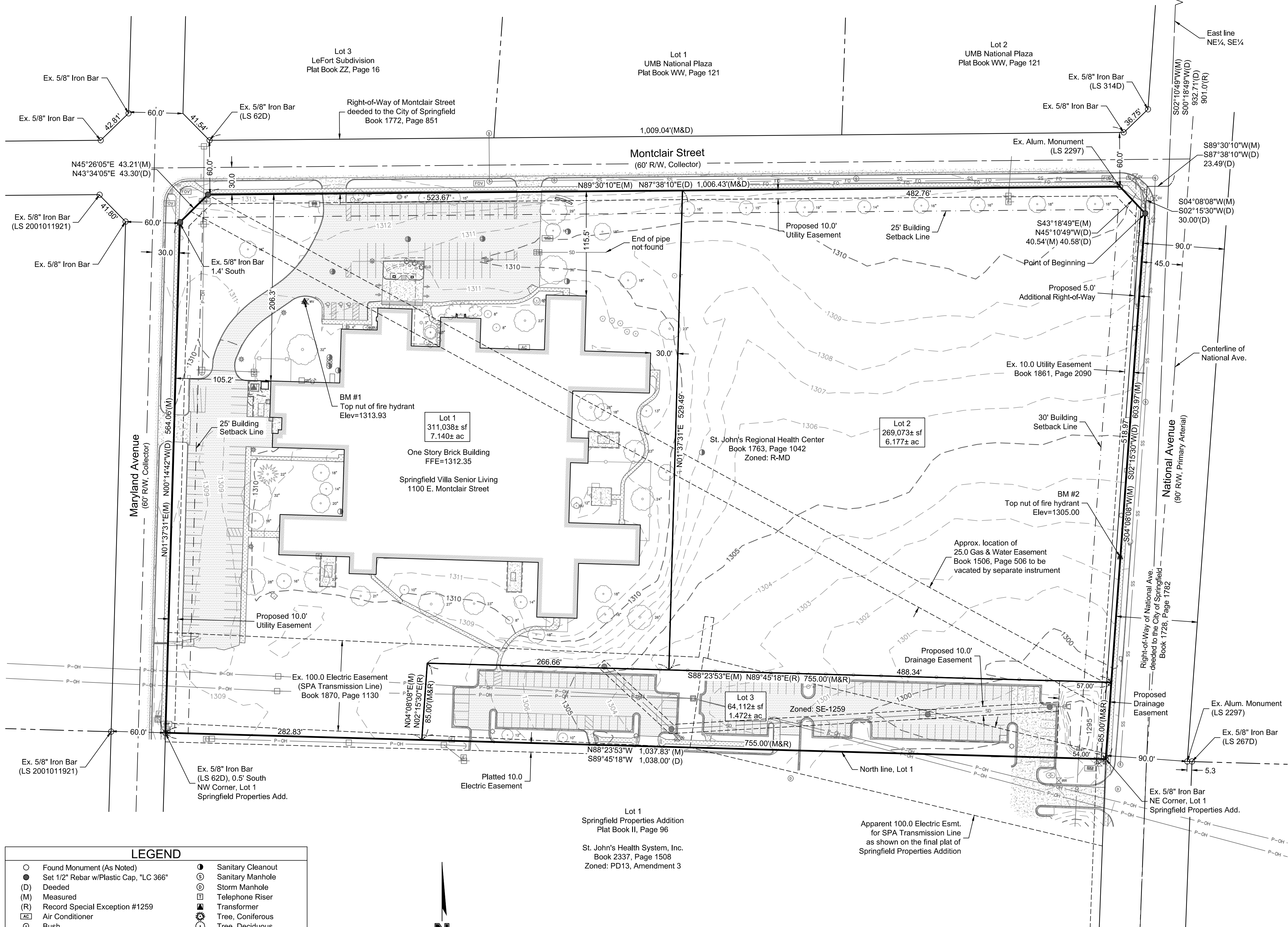
drawn by: _____ FO
checked by: _____ J
approved by: _____ J
QA/QC by: _____ J
project no.: _____ 021-05744
drawing no.: _____
date: _____ 09.01.2024

L100

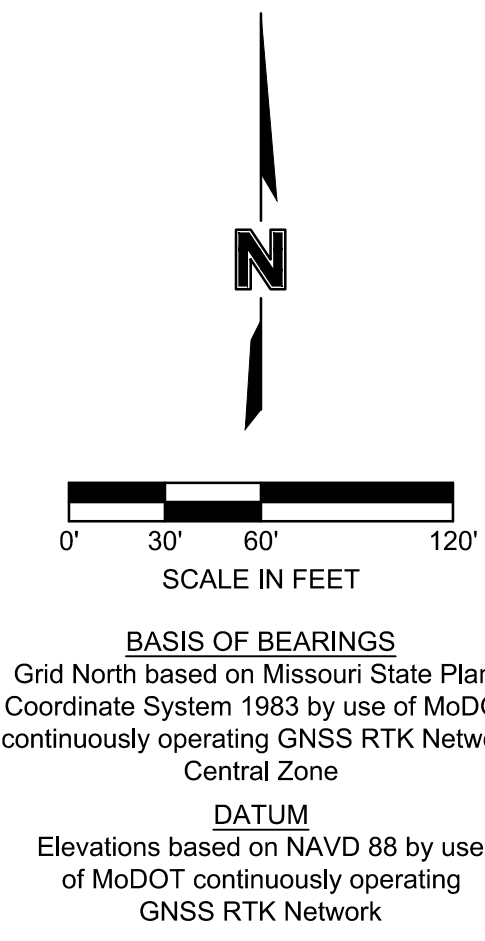
Olsson

550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.djssan.com

PRELIMINARY PLAT
MERCY VILLA
PART OF THE E½ OF THE SE¼ OF SECTION 1
TOWNSHIP 28 NORTH, RANGE 22 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



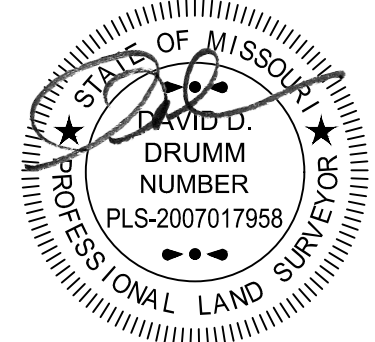
LEGEND	
○ Found Monument (As Noted)	● Sanitary Cleanout
● Set 1/2" Rebar w/Plastic Cap, "LC 366"	○ Sanitary Manhole
(D) Deeded	○ Storm Manhole
(M) Measured	○ Telephone Riser
(R) Record Special Exception #1259	○ Transformer
AC Air Conditioner	○ Tree, Coniferous
○ Bush	○ Tree, Deciduous
□ Cable Box	○ Water Meter
○ Catch Basin	○ Water Valve
□ Electric Box	— P-OH Overhead Electric
□ Electric Cabinet	— P-UG Underground Electric
□ Electric Meter	— FO Fiber Optic Line
□ Fiber Optic Box	— G Natural Gas Line
□ Fiber Optic Vault	— SS Sanitary Sewer Line
□ Fire Dept. Connection	— SD Storm Sewer Line
○ Fire Hydrant	— W Water Line
△ Flared End Section	— Chainlink Fence
○ Gas Manhole	— Wood Fence
○ Gas Meter	— Bush Line
○ Gas Regulator	ADA Truncated Domes
○ Gas Valve	Asphalt Pavement
○ Grate Inlet	Concrete Sidewalk
○ Guy Wire	Concrete Pavement
○ Irrigation Valve	
○ Light Pole	
○ Power Pole	



OWNER/DEVELOPER
Mercy Springfield
1235 E. Cherokee St.
Springfield, MO 65804

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

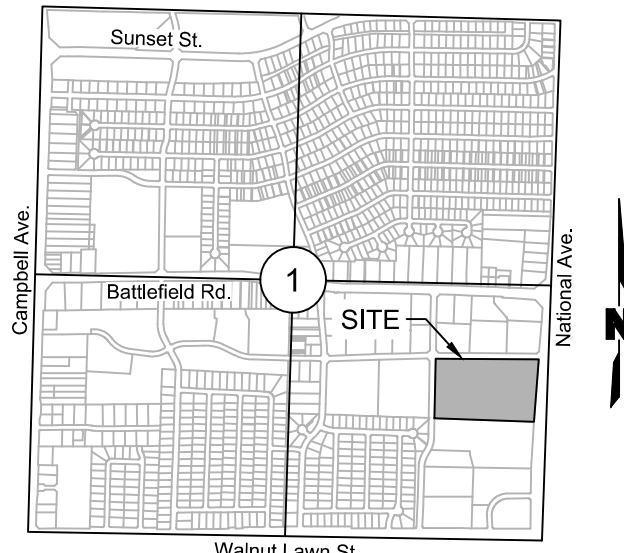
MISSOURI
ONE CALL SYSTEM
1-800-DIG-RITE or 811
www.mot1call.com



DEVELOPMENT NOTES

Total Area: 644,223± sf (14.789± acres)
Total Number of Lots: 3
Smallest Lot: Lot 3 - 64,112± sf (1.472± acres)
Largest Lot: Lot 1 - 311,038± sf (7.140± acres)
Preliminary Plat Submittal: _____, 2021
Current Zoning: R-MD (Residential Medium Density District)
& Special Exception No. 1259
Property Owner: St. John's Regional Health Center
Source of Title: Book 1763, Page 1042

Minimum Building Setbacks
Front: 25.0 feet (along Montclair St. & Maryland Ave.)
30.0 feet (along National Avenue)
Rear: 20.0 feet
Side: 6.0 feet



LOCATION MAP
Sec. 1, T-28-N, R-22-W
Scale: 1"=2000'

TITLE DESCRIPTION

Commencing at the Northeast corner of the Southeast ¼ of Section 1, Township 28 North, Range 22 West; thence South 00°18'49" West a distance of 932.71 feet; thence South 87°38'10" West a distance of 23.49 feet for a point of beginning, which is the Southwest corner of National Avenue and Montclair Street; thence South 02°15'30" West along the West line of National Avenue a distance of 634.20 feet; thence South 89°45'18" West a distance of 1038.00 feet to the East line of Maryland Avenue as proposed; thence North 00°14'42" West along the East line of said Maryland Avenue a distance of 684.21 feet; thence South 46°25'55" East a distance of 41.54 feet to the North line of said Montclair Street; thence North 87°38'10" East along the North line of said Montclair Street a distance of 1009.04 feet; thence North 44°49'11" East a distance of 44.18 feet to the West line of said National Avenue; thence South 02°15'30" West along the West line of said National Avenue a distance of 90.2 feet to the point of beginning, all in Springfield, Greene County, Missouri.

SURVEYOR'S RECOMMENDED DESCRIPTION

A part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 1, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri, being a part of the tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 1763 at Page 1042, more particularly described as follows:
COMMENCING at the Northeast corner of said NE¼ of the SE¼; thence S02°10'49"W (S00°18'49"W Deed), along the East line of said NE¼ of the SE¼, a distance of 932.71 feet; thence S89°30'10"W (S87°38'10"W Deed), a distance of 23.49 feet; thence S04°08'08"W (S02°15'30"W Deed), a distance of 30.00 feet to an iron bar set on the West Right-of-Way line of National Avenue, as described in Book 1728 at Page 1782, for a POINT OF BEGINNING; thence continuing S04°08'08"W (S02°15'30"W Deed), along said West Right-of-Way line, a distance of 603.97 feet to an existing 5/8" iron bar marking the Northeast corner of Lot 1, in Springfield Properties Addition, a subdivision recorded in Plat Book II at Page 96; thence N88°23'53"W (S89°45'18"W Deed), along the North line of said Lot 1, a distance of 1037.83 feet (1038.00' Deed) to the Northwest corner of said Lot 1 and a point on the East Right-of-Way line of Maryland Avenue, as it now exists, being N06°34'59"W, 0.50' from an existing 5/8" iron bar (LS 62D); thence N01°37'31"E (N00°14'42"W Deed), along said East Right-of-Way line, a distance of 564.06 feet to an iron bar set on the South Right-of-Way line of Montclair Street, as described in Book 1772 at Page 851; thence N45°26'05"E (N43°34'05'E Deed), along said South Right-of-Way line, a distance of 43.21 feet (43.30' Deed) to an iron bar set; thence N89°30'10"E (N87°38'10"E Deed), along said South Right-of-Way line, a distance of 1006.43 feet to an existing aluminum monument (LS 2297); thence S43°18'49"E (N45°10'49"W Deed), along said South Right-of-Way line, a distance of 40.54 feet (40.58' Deed) to the POINT OF BEGINNING. Containing 14.789 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

INFORMATION OF FACT

- This survey and plan is based upon the following data and/or exceptions:

Yes	No	Item
x		a) Deed of Record Book 1763, Page 1042
x		b) Filed Maps See Item #11
x		c) Title Search/Binder Waco Title Report file no. 2103329-117, effective date: July 29, 2021
- Certified To: St. John's Regional Health Center (Mercy Springfield)
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on August 16, 2021, 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.
- 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.
- 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.
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel Nos. 29077C0342E and 29077C0344E, Effective Date December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain).
- 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 poling 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 212142214. The companies listed on the ticket are: ATT Distribution, City Utilities Electric/Fiber/Gas/Water, City of Springfield Sewer/Traffic, Level 3 NOW Centurylink, MNA-Bluebird, MCI, Smith-Glynn Callaway Clinic, Mediastorm and Windstream Communications.
- The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.
- All common areas shall be considered drainage easements. All common areas are to be maintained by the property owners association. All drainage easements are to be maintained by the property owner.
- A portion of Lot 3 is subject to Special Exception No. 1259 granting the right to build a parking lot in a residentially zoned area.
- All improvements were existing at the time of the survey. Not additional improvements are planned.
- Detention and Water Quality may be required for the development of Lot 1.
- Detention and Water Quality shall be provided for the development of Lot 2, on Lot 2 at the time of development.
- Certificate of Exception, Special Exception No. 1259, Book 2139 at Page 913
Hood-Rich Survey for Smith Glynn Callaway Clinic, dated 1-25-85
Hood-Rich Survey for Springfield Grocer Company, dated 12-15-77
Right-of-Way Deed for Montclair Street, Book 1772 at Page 851
Springfield Properties Addition, Plat Book II at Page 96
LeFort Subdivision, Plat Book ZZ at Page 16
UMB National Plaza, Plat Book WW at Page 121
Tawasanthia Courts, Plat Book II at Page 36
Executive Centre First Addition, Plat Book TT at Page 17

Preliminary Plat of Mercy Villa

olsson

	DATE	REVISION	BY
drawn by:	CDA		
surveyed by:	DDD		
checked by:	DDD		
approved by:	DDD		
project no.:	021-05745		
file name:	V_PPLT_02105745		
	09.17.21	Revised per City Comments	CDA
	08.25.21	Original Preparation	CDA

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St.
Springfield, MO 65806

TEL 417.890.8802
FAX 417.890.8805
www.olsson.com

One-rdg. _____
P. Hrngs. _____
Pgs. 18 _____
Filed: 10-26-21 _____

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-284

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Murray's Hickory Village Subdivision, generally
4 located at 636 South Mission Avenue, upon the applicant filing and
5 recording a final plat that substantially conforms to the preliminary
6 plat; and authorizing the City Clerk to sign the final plat upon
7 compliance with all the terms of this Ordinance. (Staff recommends
8 that City Council accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Murray's Hickory Village Subdivision
12 dated August 25, 2021, is on file with the City's Department of Planning and
13 Development; and
14

15 WHEREAS, on October 7, 2021, the Planning and Zoning Commission of the
16 City of Springfield, Missouri, conditionally approved the Preliminary Plat of Murray's
17 Hickory Village Subdivision, which is generally located at 636 South Mission Avenue.
18

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:
21

22 Section 1 – City Council hereby authorizes the Director of Planning and
23 Development, on behalf of the City of Springfield, to accept the land, easements, and
24 improvements dedicated to the City, as shown on the Preliminary Plat of Murray's
25 Hickory Village Subdivision, which is generally located at 636 South Mission Avenue, as
26 approved by the Planning and Zoning Commission. The original plat of Murray's Hickory
27 Village Subdivision is on file in the Department of Planning and Development
28 ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general
29 reference as "Exhibit B - Attachment 4." All of "Exhibit B," including attachments, is
30 incorporated herein by this reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the 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 all conditions referenced herein and in "Exhibit B".

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.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

Approved for Council action: Jason A. Hage City Manager

EXPLANATION TO COUNCIL BILL NO: 2021 - 284

FILED: 10-26-21

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 Murray's Hickory Village Subdivision, generally located at 636 South Mission 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 Murray's Hickory Village Subdivision dated August 25, 2021 is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 4.
- B. The Planning and Zoning Commission held a public hearing on October 7, 2021, and approved the Preliminary Plat by a vote of 6 to 1, 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.

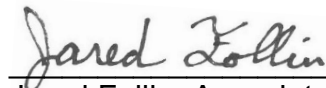
Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

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 designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate residential development, which is consistent with Plan. The Major Thoroughfare Plan classifies South Mission Avenue as a Local Street which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Brendan K. Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Citizen Comments

Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – MURRAY’S HICKORY VILLAGE SUBDIVISION
Planning and Zoning Commission – October 7, 2021

Preliminary Plat of Murray’s Hickory Village Subdivision
636 South Mission Avenue

Applicant: Hickory Village 55 Plus, LLC

Mr. Hosmer stated that this is a request to approve a preliminary plat for a nine-lot residential subdivision located at 636 South Mission. The applicant is proposing to subdivide 2.29 acres into a nine-lot residential subdivision. The property is zoned R-SF. Transportation Plan classifies Mission Avenue as a local roadway. A Traffic Study is not required, but a sidewalk will be required along Mission Avenue. Recommend shared driveway access similar to the existing homes. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. A land disturbance permit will be required if disturbing 1 acre or greater. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Gary Drennan, Marshfield and is the surveyor for the project and here to answer any questions.

Mr. Colony asked if this an expansion of existing 55+ projects/communities to the east.

Mr. Drennan noted that he was not sure, but same ownership.

Mr. Eric Rumstein, 709 South Mission; Springfield voiced his concerns regarding stormwater, environmental issues (taking down large established trees), and property values. He noted that current stormwater pools and backups onto the property and also into his driveway area and feels that any removal of trees (one tree he believes is from the Civil War era and its size is massive) will impact the runoff even more. He also voiced concern regarding damage to the roadway if a majority of the trees are removed that in a few years when the roots under the road start to decay that this may cause damage. He would like more information on the actual plan and does not feel that the developer is being candid about the project.

Mr. Colony asked about the proposed development area retaining any stormwater.

Mr. Rumstein said that it retains stormwater and creates a creek that heads to the southeast and at this time it does take several hours for it drain.

Mr. Knuckles asked for his current location and where are the surveyor stakes in conjunction with the trees.

Mr. Rumstein said that he is at the lowest area and the water backs up to his driveway and then drains across the road.

Mr. Dave Bodeen, 304 W. Erie; Springfield here to answer any questions.

Mr. Knuckles asked about the trees and the detention.

Mr. Bodeen stated that he has not seen where the pins/stakes are currently at in conjunction with the trees but noted it would be to their interest to save as many trees as possible and only remove what they would need for driveway access. The drainage issue is not caused by our proposed development – our proposed lots are wider than the minimum and noted they have to provide water quality.

Mr. Colony said that he believes Mr. Rumstein's concern is what will happen about the runoff after development.

Mr. Bodeen noted that they will have to provide detention and won't do anything to effect up and downstream runoff.

Ms. Bruce asked how many units that will be developed and about the driveways and how will this affect the development.

Mr. Bodeen noted that it is 9 units with individual driveways (not shared/combined drives) and went over stating that saving as many trees as possible to help individualize each unit.

Mr. Bruce asked about landscaping.

Mr. Bodeen noted that they are catering the units to look nice and additional landscaping but cannot answer at this time.

Mr. Jason Murray, PO Box 2965; Springfield stated that there will be 7 new homes and 2 existing homes, that will have a shared driveway, the new homes will have their own driveway and are hoping to save the majority of the trees. City staff are recommending sharing driveways, but feel individual driveways are a better fit for the neighborhood.

Ms. Bruce asked about the trees and if they are taking some out will they be replacing any as well as the location and size.

Mr. Murray noted that they will be replacing/planting trees and shrubs but will make sure that they will not be too close to the houses as that causes problems.

Mr. Colony asked if there are required buffer yards to adjacent properties.

Mr. Hosmer said that there are no requirements for any residential.

Mr. Doennig closed the public hearing.

Mr. Knuckles asked about any stormwater issues in the area and runoff and the discharge amount.

Mr. Dunnaway noted that they have not received any service requests and there is about 20 acres coming into the culvert and they will have to provide larger culverts.

Ms. Ogilvy noted that there has been concerns regarding mature trees in the city and hopes the developer will consider that these trees are massive/large, and we will not be able to replant trees like these in our lifetime and hope that the City takes up the issue of trees when people do develop.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Preliminary Plat of Murray's Hickory Village Subdivision (636 South Mission Avenue). Mr. Knuckles seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Jobe, and Broekhoven. Nays: Bruce. Abstain: None. Absent: Coltrin and Lebeck.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line.

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

OCTOBER 7, 2021

NOVEMBER 1, 2021

CASE: Preliminary Plat of Murray's Hickory Village Subdivision

ACRES: 2.29

LOCATION: 636 South Mission Avenue

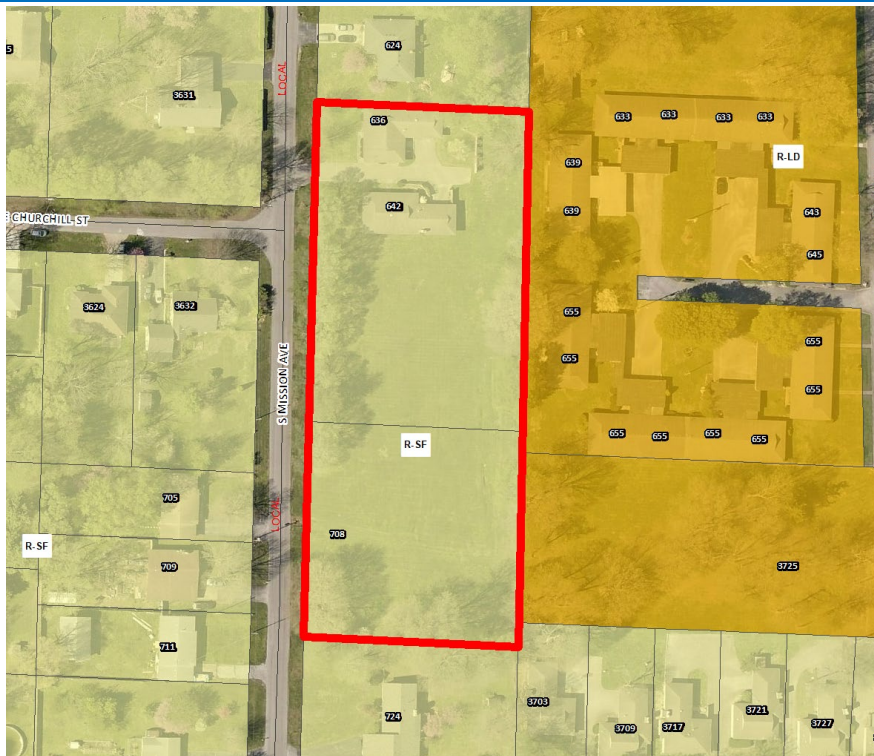
EXISTING LAND USE: Undeveloped / Single-Family Residential

APPLICANT: Hickory Village 55 Plus LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

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



SUMMARY OF REQUEST:

- The applicant is proposing a preliminary plat for a nine-lot residential subdivision named "Murray's Hickory Village Subdivision" to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

- The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

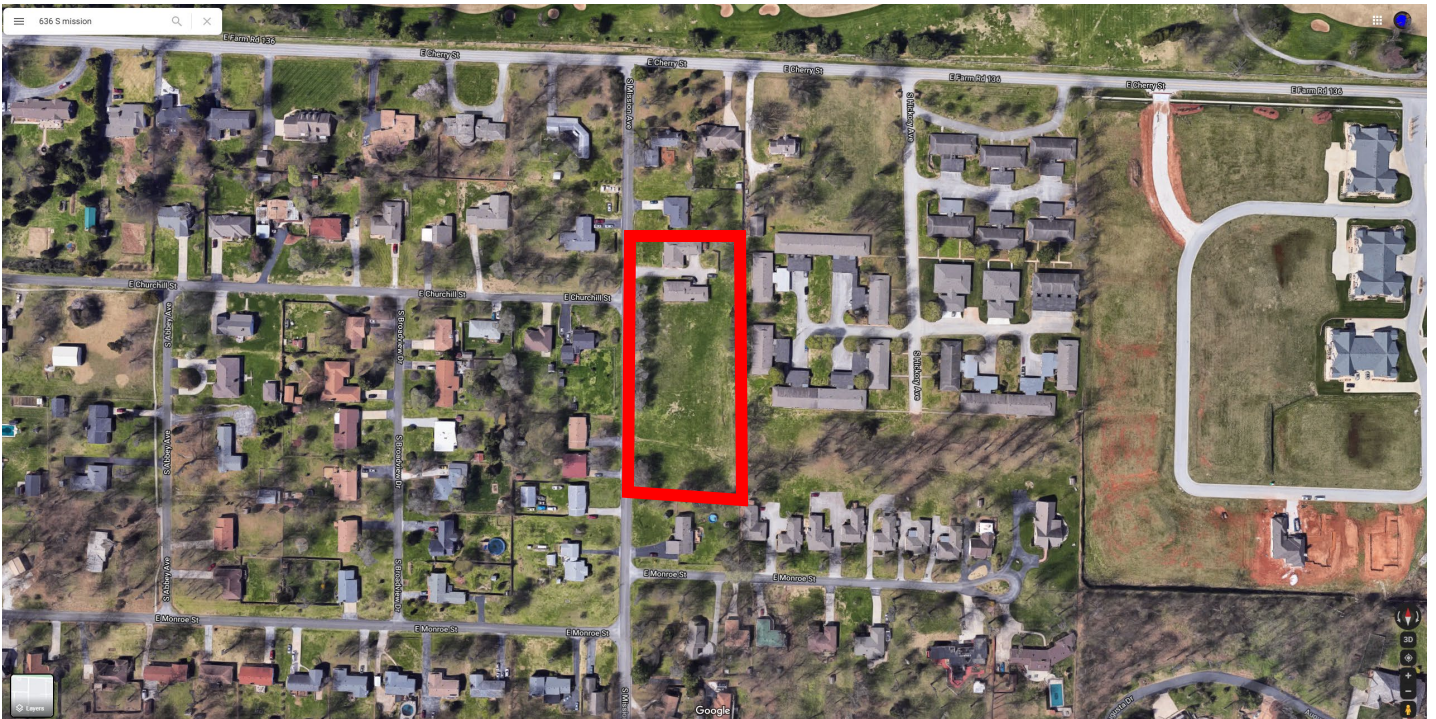
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-LD	R-SF
LAND USE	Single-Family Residential	Single-Family Residential	Multi-Family Residential	Single-Family Residential

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



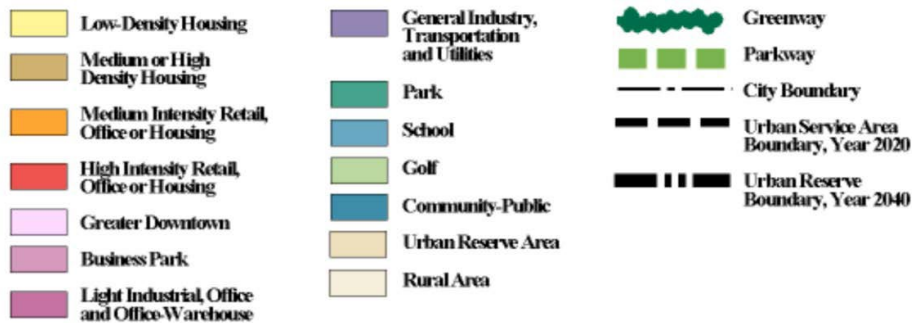
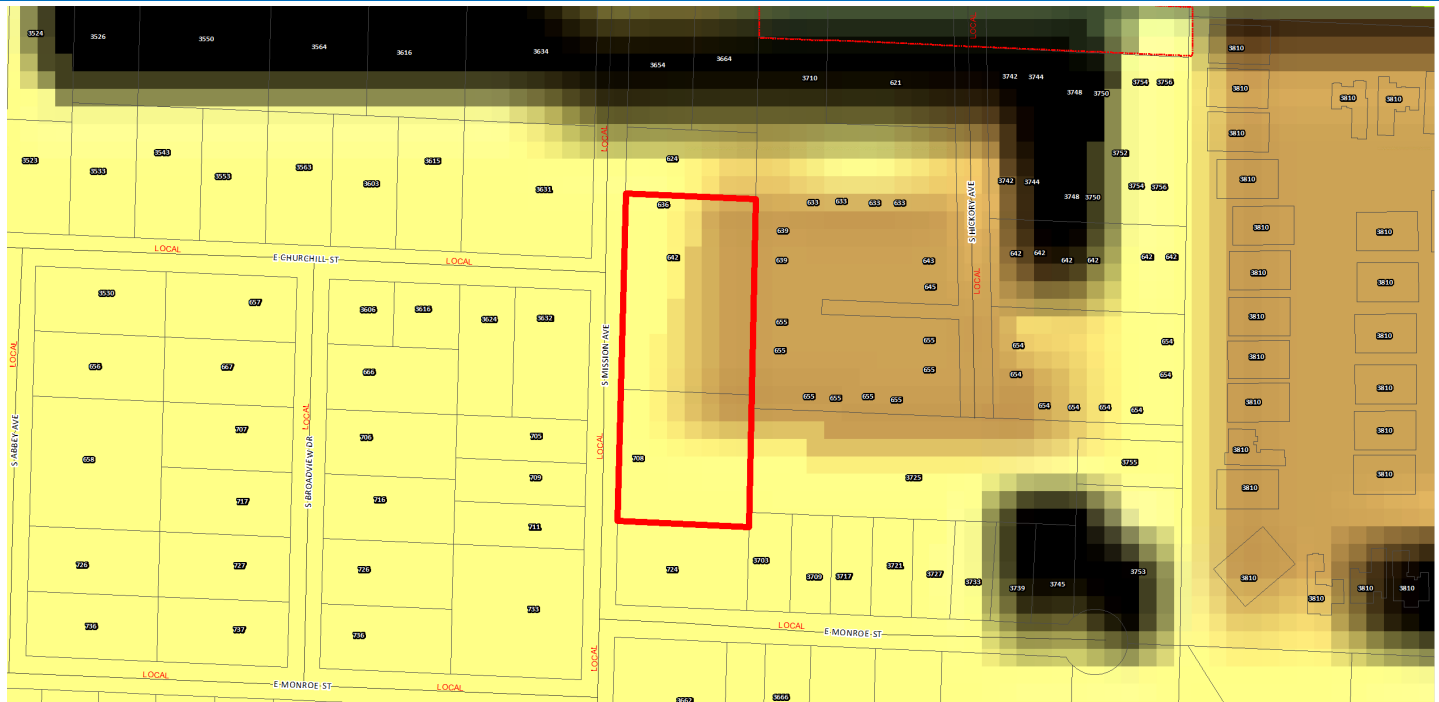
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was first subdivided in 1941 under Greene County's jurisdiction. Later, the property was annexed into the City in 1966.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Minimum Lot Size	6,000 square feet
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 the side yards are 15 feet or greater: 45 feet or three stories above the finished grade.
Front Yard Setback	25 feet along collector or higher classified streets. 15 feet along local streets.
Side and Rear Setbacks	5 feet, or as required by section 36-453, supplemental open space and yard regulations.
Street Classification	South Mission Avenue – Local Street
Sidewalks (Per Sec.36-471)	There is not existing sidewalk along the property frontage of S. Mission Avenue. Sidewalk must be constructed or a fee in lieu of sidewalk construction applied for and approved by the ARC. If approved, this fee must be paid prior to approval of the final plat. The existing infrastructure meets current City Standards.
Open Space Requirement	No less than 30 percent of the total lot area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate residential development, which is consistent with Plan. The Major Thoroughfare Plan classifies South Mission Avenue as a Local Street which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing a preliminary plat for a nine-lot residential subdivision named "Murray's Hickory Village Subdivision" to facilitate development on the property.
2. All proposed lots meet the requirements of the City's Subdivision Regulations.
3. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. Citizen comments can be found in Attachment 3. The Preliminary Plat drawing can be found in Attachment 4.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with prelim plat. All lots have access to Elec/Gas/Water. Some Electric line work will be needed to provide services to individual homes when needed. Please add 10 ft utility easement along Mission Ave frontage on final plat.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

Need to add the following notes to the plat(referred to in Predev case number PREDEV2021-00122); 1. New sewer service laterals will need to be added when obtaining building permits for lots 3, 4, 5, & 9. Lots 1, 2, 6, 7 & 8 have existing services. Laterals will be added when obtaining building permits. 2. Sewer impact permit fees will be required for proposed lots 3-9. These will be added when obtaining building permits. 3. There are 2 Sewer Extension Cost Recovery(SECR) agreements for existing lots 4 & 5 that would need to be satisfied when obtaining building permits. Tax Bill numbers 51593a & 51594a each have a reduced amount of \$237.72 totaling \$475.44. These tax bills were issued under sewer district 16 of section 19 in 2003. General Ordinance 5747, section iii specifies that "In consideration of the city reducing the sewer tax bill, the property owner shall be required to enter into a written agreement with the city, which shall be recorded in the office of the recorder of deeds and which shall run with the land for a period of 40 years, providing that, for the privilege of making any expanded future use of the sewer system on the original tract, there shall be paid to the city by the person making such use, a sewer extension cost recovery fee (SECR fee), to be computed as follows: A. If the original tract is still being used solely for single family residential purposes subdivided into smaller lots, there shall be a SECR fee of \$4,200 as set out in subsection (4)b.2.i.C for each additional water meter installed thereon. The aggregate amount of such SECR fees collected for the tract shall not exceed the amount by which the original sewer tax bill was reduced". Therefore, the total reduced amount of \$475.44 will be the amount required when obtaining building permits. \$237.72 will be added to the sewer permits for proposed lots 3 & 4.

PUBLIC WORKS TRAFFIC COMMENTS:

1. Per City Code Section 36-471 Sidewalk is required to be constructed along the property frontage of Mission Avenue. Please reference Section 36-471 for requirements of escrow funding if sidewalks are not constructed prior to the final plat. The developer also has the option to apply to the ARC for approval to pay a fee in lieu of construction of sidewalks. If approved, the fee must be paid prior to approval of the final plat. The current fee is \$19 per linear foot. Please apply to the ARC through eCity and submit the form attached under Reviewer Attachments.
2. We recommend that two lots share driveway access like the existing properties at 636 and 642 S. Mission.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Mission Avenue as a Local-Residential roadway. The standard right-of-way width for S. Mission Avenue is 25-feet from the centerline. It appears no additional right-of-way is needed along S. Mission Avenue. A survey is recommended to determine the exact amount of existing right-of-way. S. Mission Avenue is a city-maintained street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Mission Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements set forth in the City of Springfield Public Works Design Standards and City Code Section 98. It is recommended that two lots share driveway access like the existing properties at 636 and 642 S. Mission Avenue.

SIDEWALK

There is not existing sidewalk along the property frontage of S. Mission Avenue. Sidewalk must be constructed or a fee in lieu of sidewalk construction applied for and approved by the ARC. If approved, this fee must be paid prior to approval of the final plat. The existing infrastructure meets current City Standards.

IMPROVEMENTS

None required.

Development Review Staff Report



TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Mission Avenue	Local-Residential	Yes	25	25

PUBLIC WORKS STORMWATER COMMENTS:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual. 1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. 2. Per Chapter 12 Sec. 3.1, detention basin shall be in a Common Area. Revise lot layout to incorporate Common Area. 3. Water quality is required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. 4. This site primarily drains to the south. Per Chapter 2 Sec. 4.1.4, discharge from the property shall be to public R/W, a recorded drainage easement, or a certified natural watercourse. If none of these options are available then the development must be modified so that the amount, location, or character of discharge is not changed. 5. Public improvement plans shall be submitted for stormwater detention, open channel and other improvements required to convey runoff to detention/water quality basin. 6. Provide the following note on the plat: "The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities." 7. Provide the following note on the plat: "All common areas shall be considered drainage easements. All Common Areas are to be maintained by the property owners association. All drainage easements are to be maintained by the property owner."

The property is in the **Pierson Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual* – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection Manual*.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

Follin, Jared

From: Eric Rumstein <street455@gmail.com>
Sent: Wednesday, October 6, 2021 4:32 PM
To: Zoning@springfieldmo.gov
Subject: Hickory hills subdivision.
Attachments: IMG_20211006_162559036.jpg; IMG_20211006_162607111.jpg

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

To whom it may concern, I would like to raise the following issues concerning the subdivision proposed facing Mission avenue. This property previously owned by the owners of the retirement apartments has been left an open Green space from the time I purchased my home and was one of the prime selling features for me to purchase in this neighborhood. My concerns include the following:

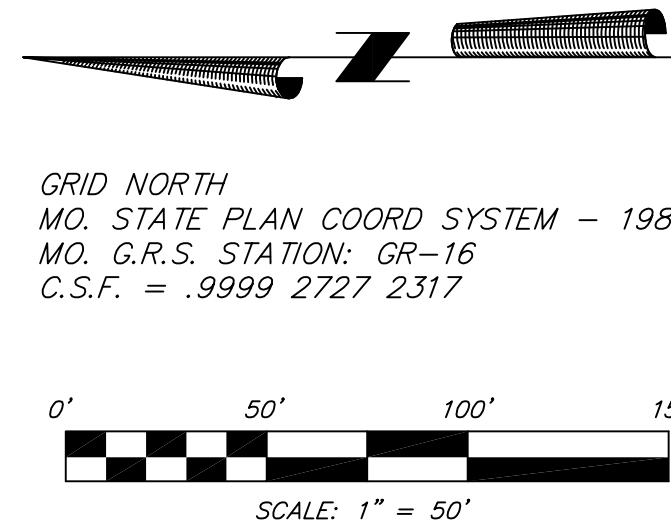
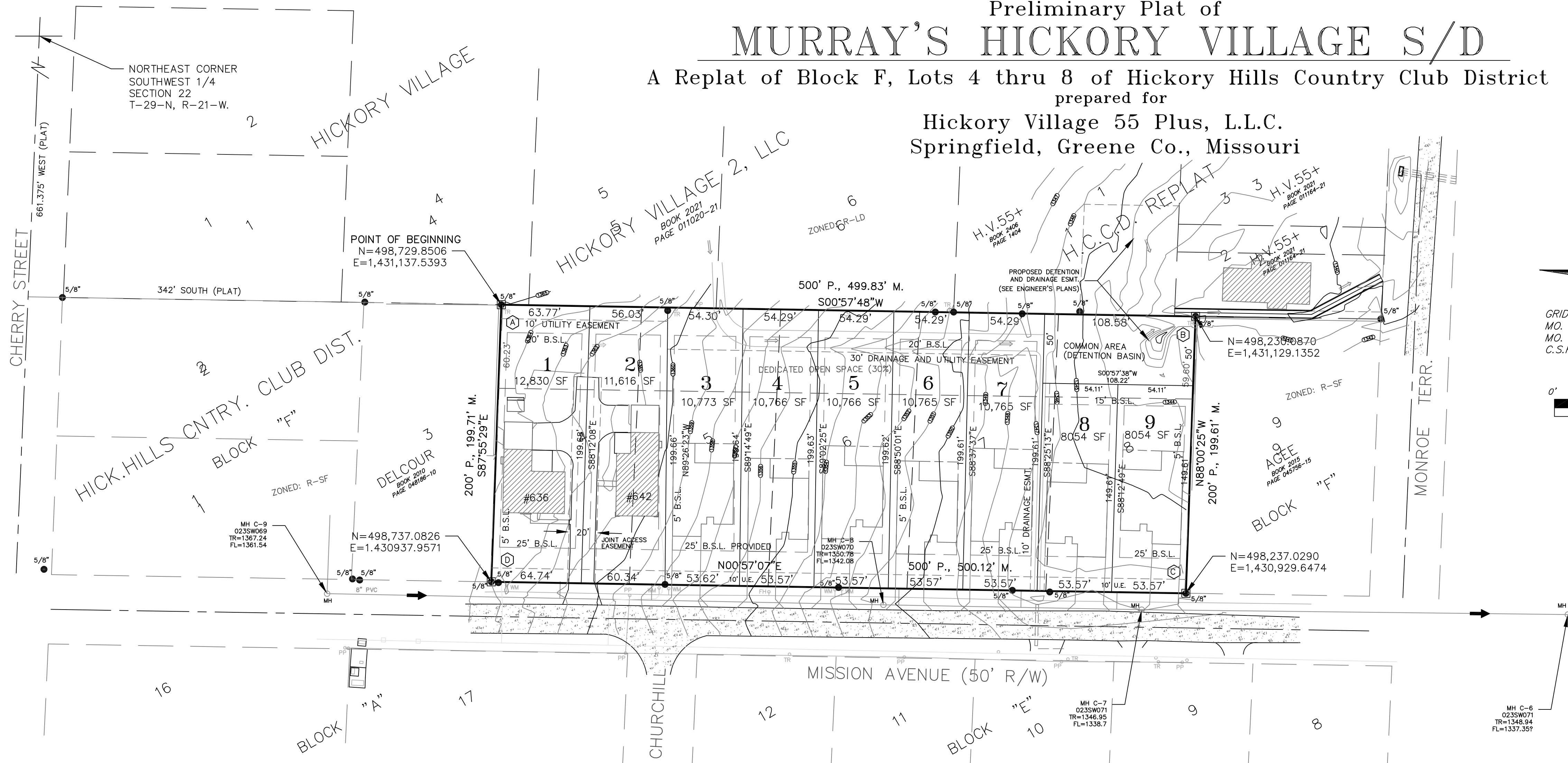
My understanding The proposal is to divide into 50 ft wide lots. This is entirely out of character with the rest of the neighborhood surrounding which consists of mainly custom homes not the cookie cutter track style that is being proposed. Also it is a well-known phenomenon that such small properties attract people of limited means and the properties often fall into disrepair which is a situation contrary to the spirit of why anybody would have bought a home in that neighborhood. There are also some pretty big environmental concerns. At the present time most of the water runoff from all the properties on Mission collect on the proposed subdivision property before flowing to lower ground. That situation is likely to change if that ground is built up. This will leave my property along with quite a few others in imminent danger of flooding when previously there was no concern. A second huge environmental concern is all the mature trees lining the street on that property. One in particular has a trunk the size of a minivan and has to be at least civil war era. I am no arborist but I'll be happy to get one involved if needed. There are without a doubt many species of birds that I see using that tree for nesting along with the others along that property. There is also a significant root structure on all those trees but particularly that big one that play a huge part in soaking up groundwater as well as stabilizing the terrain and also the roadway that is adjacent to it will probably be damaged if that tree is gone along with the others. Such damage is usually hidden during the construction phase because they simply cut the roots but as the root structure left behind starts to deteriorate the road will surely collapse much later at the taxpayers expense. It is my favorite hope that the planning board addresses all of these concerns in the future plan of that use of property. I stand ready to volunteer to do additional research and explore what additional resources are needed for information regarding this.

Respectfully yours
Eric Neal Rumstein
709 South Mission Ave.

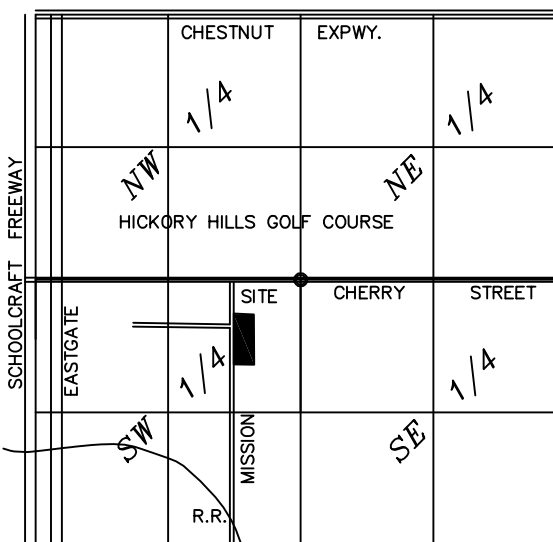
Preliminary Plat of
MURRAY'S HICKORY VILLAGE S/D
A Replat of Block F, Lots 4 thru 8 of Hickory Hills Country Club District
prepared for
Hickory Village 55 Plus, L.L.C.
Springfield, Greene Co., Missouri

ATTACHMENT 4

IN THE RECORDER'S OFFICE



SECTION 22, T-29-N, R-21-W.



LOCATION MAP

SCALE: 1" = 2000'

OWNER / DEVELOPER

JASON MURRAY
HICKORY VILLAGE 55 PLUS, LLC.
P.O. BOX 2965
SPRINGFIELD, MO. 65801
GWD. BK. 2021, PG. 011024-21
GWD. BK. 2021, PG. 011164-21



g.a. DRENNAN SURVEYING SERVICES, LLC.

Land Boundary & Planning, Civil & Construction Surveys, Loan, Lot & A.L.T.A. Surveys
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PLAT DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 22, TOWNSHIP-29-NORTH (T-29-N), RANGE-21-WEST (R-21-W) OF THE FIFTH PRINCIPAL MERIDIAN, BEING ALL OF LOTS 4, 5, 6, 7, AND 8 IN BLOCK "F" OF THE FINAL PLAT OF HICKORY HILLS COUNTRY CLUB DISTRICT AS FOUND IN GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK "M", AT PAGE "12", MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 661.375 FEET WEST AND 342 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, AT AN EXISTING 5/8" IRON PIN MARKING THE SOUTHEAST CORNER OF LOT 3 IN BLOCK "F" OF SAID PLAT; THENCE S.00°57'48"W., A DISTANCE OF 499.83 FEET (500 FEET - PLAT) TO AN EXISTING 5/8" IRON PIN MARKING THE NORTHEAST CORNER OF LOT 9 IN SAID BLOCK "F"; THENCE N.88°00'25"W., A DISTANCE OF 199.61 FEET (200 FEET - PLAT) TO AN EXISTING 5/8" IRON PIN MARKING THE NORTHWEST CORNER OF SAID LOT 9 IN BLOCK "F"; THENCE N.00°57'07"E., ALONG THE EAST RIGHT-OF-WAY LINE OF MISSION AVENUE, A DISTANCE OF 500.12 FEET (500 FEET - PLAT) TO AN EXISTING 5/8" IRON PIN MARKING THE SOUTHWEST CORNER OF SAID LOT 3 IN BLOCK "F"; THENCE S.87°55'29"E., A DISTANCE OF 199.71 FEET (200 FEET - PLAT) TO THE POINT OF BEGINNING. ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND CONTAINING 2.29 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

LOT SUMMARY:

TOTAL NUMBER OF LOTS: 9
LARGEST LOT: LOT 1 WITH 12,830 S.F.
SMALLEST LOT: LOT 8 & 9 WITH 8054 S.F.

SITE ZONED: R-SF RESIDENTIAL-SINGLE FAMILY.
MINIMUM FRONTAGE: 50'
MINIMUM DEPTH: 80'
MINIMUM SQUARE FOOTAGE: 6000 S.F.
BUILDING SETBACKS: FRONT - 15' REQ'D. 25' PROVIDED
REAR - 10% REQ'D. 15'/20' SHOWN.
SIDE YARD - 5' REQ'D. 5' SHOWN.

DEDICATED OPEN SPACE: MIN. 30%
BUFFERYARD "C" NOT REQUIRED.
MANY MATURE TREES SURROUND THIS SITE.
BUFFERYARD REQUIRED FOR NON-RESIDENTIAL USE.

RESOURCE MATERIALS USED
FOR BOUNDARY DETERMINATION.

HICKORY HILLS COUNTRY CLUB DIST.
P.B. "M", PG. 12 (1941).
S.R.B. 23, PG. 328 (1953).
HICKORY VILLAGE
P.B. "Z", PG. 57 (1970).
HICK. HILLS CNTRY. CLUB DIST. REPLAT
P.B. "HH", PG. 16 (1982).
DEEDS AS SHOWN.

PREDEV2021-00122:

- NEW SEWER SERVICE LATERALS WILL BE ADDED FOR LOTS 3, 4, 5, AND 9 WHEN BUILDING PERMITS OBTAINED. LOTS 1, 2, 6, 7, AND 8 HAVE EXISTING SERVICES.
- SEWER IMPACT FEES APPLY ON LOTS 3 THRU 9.
- 2 SEWER EXTENSION COST RECOVERY AGREEMENTS TO BE SATISFIED FOR EXISTING LOTS 4 AND 5 OF BLOCK "F" OF HICKORY HILLS COUNTRY CLUB DISTRICT FINAL PLAT. REQUIRED AT TIME OF BUILDING PERMITS.
- A 4' SIDEWALK TO BE CONSTRUCTED OR ESCROWED ALONG MISSION AVENUE IN ACCORDANCE WITH SECTION 36-471 OF CITY CODE.
- THE DETENTION BASIN IS INCLUDED IN A COMMON AREA. ALL COMMON AREAS TO BE CONSIDERED DRAINAGE EASEMENTS. ALL COMMON AREAS ARE TO BE MAINTAINED BY A HOME OWNER'S ASSOC. ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.

STORM WATER NOTE:

STORM WATER NOTE: THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER REVENUE DISTRICT DESIGNED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUNOFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUNOFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.

LEGEND

- 1/2" = EXISTING IRON PIN; CAPPED AS NOTED.
- = 5/8" IRON PIN SET CAPPED "LS-2260"; EXCEPT AS NOTED.
- +/- = CROSS CUT IN CONCRETE.
- ▽ = EXIST. R/W MARKER.
- = EXIST. SURVEY STONE.
- = SET PERMANENT MONUMENT
- = CHAIN-LINK FENCE.
- = WIRE FENCE.
- = WOOD FENCE.
- S = SANITARY SEWER.
- G = GAS LINE.
- W = WATER LINE.
- OE = OVERHEAD ELECTRIC.
- T = TELEPHONE LINE.
- FO = FIBER OPTICS.
- PP = POWER POLE.
- WV = WATER VALVE.
- WM = WATER METER.
- PH = FIRE HYDRANT.
- GV = GAS VALVE.
- GM = GAS METER.
- TR = TELEPHONE RISER.
- MH = SEWER MANHOLE.
- CO = SEWER CLEAN-OUT.
- DM = DRAINAGE MANHOLE.
- = IRRIGATION CONTROL VALVE.
- = ELECTRIC TRANSFORMER.
- ☆ = STREET/PARKING LIGHT.
- ☆ = ROCK OUTCROPPING.

TOTAL SITE AREA

2.29 ACRES
99,808 SQ. FT.

IMPERVIOUS SURFACE RATIO
WHOLE SITE

13,684 SQ. FT. NEW OFFSET UNITS
9,639 SQ. FT. NEW CLOSE UNITS
8,542 SQ. FT. EXIST. UNITS
31,865 SQ. FT. TOTAL
31.9% IMPERVIOUS
(70% ALLOWED)

INTERIOR ANGLE TABLE

A= 91°06'43"
B= 88°58'13"
C= 91°02'28"
D= 88°52'36"

SUM= 360°

MAJOR THOROUGHFARE PLAN

SITE IS WITHIN THE MAJOR THOROUGHFARE PLAN AREA, BUT NOT SHOWING ANY PLANNED SIDEWALK PROJECTS ALONG MISSION AVENUE.
MISSION AVENUE IS CLASSIFIED AS A "LOCAL" STREET ACCORDING TO MAJOR THOROUGHFARES MAP.

REGARDING THE FLOOD PLAIN

THE PROPERTY SHOWN HEREON LIES WITHIN A FEMA DESIGNATED ZONE "X" (AREAS WITH MINIMAL FLOOD HAZARD. CONSIDERED ABOVE THE 500-YEAR FLOOD LEVEL) AS SHOWN ON FIRM PANEL: 29077C 0353E & 0354E
EFFECTIVE: 12/17/2010.