



Amended 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
December 13, 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. NOVEMBER 29, 2021 CITY COUNCIL MEETING, NOVEMBER 30, 2021 SPECIAL CITY COUNCIL MEETING AND DECEMBER 6, 2021 SPECIAL CITY COUNCIL MEETING.**

Documents:

[11-29-21.PDF](#)
[11-30-21 SPECIAL CITY COUNCIL MEETING - COPY.PDF](#)
[12-06-21.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 AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken, Except Items No. 21, 22, And 23, In Which Public Hearing Was Continued, Citizens May Speak. May Be Voted On.**
7. **Council Bill 2021-299 (Schilling)**

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 11.5 acres of private property and approximately 0.1 acre of Greene County right-of-way generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass, into the City of Springfield. (By; Bibi Development & Investment, LLC; 1644,1684, & 1706 Zimmer Avenue (Farm Road 129) and 1721 W. Bypass; A-6-2021).

Documents:

[2021-299.PDF](#)

8. **Council Bill 2021-300 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 11.5 acres of property generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass from County C-2, General Commercial District, to GR, General Retail District; establishing Conditional Overlay District No. 205; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both

recommend approval.) (By: Bibi Development & Investment, LLC; 1644,1684, & 1706 Zimmer Avenue (Farm Road 129) and 1721 W. Bypass; Z-21-2021 w/COD #205).

Documents:

[2021-300.PDF](#)

9. Council Bill 2021-301 (Simpson)

A special ordinance granting Conditional Use Permit No. 457 for the purpose of permitting an automobile washing business to operate as a conditional use within the GR – General Retail District, generally located at 211 West Battlefield Road. (Staff and Planning and Zoning Commission recommend approval.) (By: Choong Properties LLC; 211 West Battlefield Road; Conditional Use Permit 457).

Documents:

[2021-301.PDF](#)

10. Council Bill 2021-302 (Schilling)

A special ordinance granting Conditional Use Permit No. 458 for the purpose of permitting a body and fender repair and paint shop as a conditional use within the HC – Highway Commercial District, generally located at 1825 West Kingsley Street. (Staff and Planning and Zoning Commission recommend approval.) (By: Alcancia, Elpidio Y Rev Inter Vivos Trust; Conditional Use Permit 458)

Documents:

[2021-302.PDF](#)

11. Council Bill 2021-303 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' Section 903.4.1, relating to monitoring of sprinkler systems.

Documents:

[2021-303.PDF](#)

12. Council Bill 2021-304 (Hosmer)

A general ordinance amending the Springfield City Code Chapter 106, 'Traffic and Vehicles,' by amending Section 106-70, 'Traffic division established; duties,' for the purpose of establishing a duty of the traffic division to respond to all reported traffic accidents on public streets or public property.

Documents:

[2021-304.PDF](#)

13. Council Bill 2021-305 (Lear)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making a provision for one new job title; and amending the Fiscal Year 2021-2022 budget of certain City departments, including the Airport, Parks, and Public Works, to reallocate funds to transition 15 contract positions to 15 full-time equivalent positions and adjusting the authorized employee positions.

Documents:

[2021-305.PDF](#)

14. Council Bill 2021-306 (Ollis)

A special ordinance approving the First Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, which adds Juneteenth as an additional recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Addendum to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

[2021-306.PDF](#)

15. Council Bill 2021-308 (Ollis)

A special ordinance approving the First Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department to, among other things, add Juneteenth as a recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City,

to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

[2021-308.PDF](#)

16. Council Bill 2021-309 (Hosmer)

A special ordinance approving the Third Amendment to the July 1, 2019, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor ("CTL") Employee Group, which adds Juneteenth as an additional recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

[2021-309.PDF](#)

17. Council Bill 2021-310 (Ollis)

A special ordinance approving the First Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW"), the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative, and Technical ("PAT") Employee Group, which adds Juneteenth as an additional recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

[2021-310.PDF](#)

18. Council Bill 2021-307 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulation ("Merit Rules"), by amending portions of the Merit Rules, specifically Merit Rules 2.2 (Coverage and Amendment of Rules); 4.1 (Constitution); 5.2 (Minimum Qualifications for Filing); 5.3 (Filing Applications); 5.4 (Disqualification of Applicants); 9.2 (Conditions Preliminary to Regular Status); 12.7 (Retirement);

13.5 (Grievance Procedure); 16.2 (Preparation and Content of Class Specifications); 17.5 (Total Remuneration); 18.1 (Entrance Salary Rates); 18.2 (Advancement within a Salary Range); 20.1 (Compensation for Absence on Holidays) to add Juneteenth as an additional recognized holiday; 21.1 (Vacation Leave); 21.2 (Sick Leave); and 24.2 (Allowances for the Use of Privately Owned Vehicles on City Business); and establishing an effective date for said Merit Rule changes (Merit Rules changes requiring Personnel Board approval have been approved by the Personnel Board).

Documents:

[2021-307.PDF](#)

19. Council Bill 2021-311 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into a contract with Pictometry International Corporation to purchase aerial imagery in 2022, 2024, and 2026; authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into individual cooperative intergovernmental agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark, and Republic, Missouri, and the Ozarks Transportation Organization to share the costs of such aerial imagery; and amending the budget for the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$286,927.02 for the 2022 aerial imagery.

Documents:

[2021-311.PDF](#)

20. Council Bill 2021-312 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into agreements with the Ozark Region Workforce Development Board ("Board") and the Council of Local Elected Officials ("CLEO") to outline the responsibilities of the Board, CLEO, and City regarding the City's designation as the fiscal agent, fund recipient, and operator of Workforce Innovation and Opportunity Act programs.

Documents:

[2021-312.PDF](#)

21. Council Bill 2021-317 (Schilling)

A special ordinance approving the Brody Corners Tax Increment Financing

Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan, designating a developer of record for the redevelopment plan, approving a redevelopment agreement with the developer, and directing staff to implement the redevelopment plan.

Documents:

[2021-317.PDF](#)

22. Council Bill 2021-318 (Schilling)

A special ordinance approving a Redevelopment Project for the Brody Corners Tax Increment Financing Plan and initiating tax increment financing therein.

Documents:

[2021-318.PDF](#)

23. Council Bill 2020-098 Substitute 1 (McClure)

A special ordinance approving a Redevelopment Project for the IDEA Commons Tax Increment financing plan and initiating tax increment financing therein.

Documents:

[2020-098 SUBSTITUTE 1.PDF](#)

24. RESOLUTIONS.

25. EMERGENCY BILLS.

26. PUBLIC IMPROVEMENTS.

27. GRANTS. Citizens May Speak. May Be Voted On.

28. Council Bill 2021-319 (Lear)

A special ordinance authorizing the City Manager, or his designee, to apply for and accept grant funds from the Disaster Grants – Public Assistance (Presidentially Declared Disasters) Missouri COVID-19 Pandemic program through the Department of Homeland Security Federal Emergency Management Agency, for qualifying expenditures through December 31, 2021, in the amount of \$4,490,000; and declaring that this bill qualifies for approval in one reading.

Documents:

29. **Council Bill 2021-320 (Hosmer)**

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 \$296,400 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2021-2022 budget in the amount of \$296,400 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-320.PDF](#)

30. **AMENDED BILLS.**

31. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

33. **Council Bill 2021-321 (Lear)**

A special ordinance authorizing the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with adding new sidewalks on Glenstone Avenue; and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$378,521 to appropriate federal Surface Transportation Block Grant-Urban funds for this project.

Documents:

[2021-321.PDF](#)

34. **Council Bill 2021-322 (Romine)**

A special ordinance authorizing the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with adding new sidewalks on Kansas Expressway; and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$718,571 to appropriate federal Surface Transportation Block Grant-Urban funds for this project.

Documents:

[2021-322.PDF](#)

35. **Council Bill 2021-323 (Ollis, Simpson, Hardinger, Lear, Hosmer)**

A special ordinance approving a new design for the City of Springfield's flag.

Documents:

[2021-323.PDF](#)

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

Tim Havens wishes to address City Council.

37. **NEW BUSINESS.**

38. **UNFINISHED BUSINESS.**

39. **MISCELLANEOUS.**

40. **CONSENT AGENDA – FIRST READING BILLS.**

41. **CONSENT AGENDA – ONE READING BILLS.**

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

43. **Council Bill 2021-313 (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Agreement for Encroachment License with Springfield Little Theater, for the purpose of allowing an encroachment onto City rights-of-way for the placement of a sidewalk heat mat in front of the property located at 311 East Walnut Street, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

Documents:

[2021-313.PDF](#)

44. **Council Bill 2021-314 (McClure)**

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$1,500 from the Community Foundation of the Ozarks to help fund the 2022 Kindergarten Readiness Study conducted by the Mayor's Commission for Children in collaboration with Missouri State University.

Documents:

45. **Council Bill 2021-315 (McClure)**

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$5,000 from the Musgrave Foundation and administered by the Community Foundation of the Ozarks to help fund the 2022 Kindergarten Readiness Study conducted by the Mayor's Commission for Children in collaboration with Missouri State University.

Documents:

[2021-315.PDF](#)

46. **BOARD CONFIRMATIONS.**

Confirm the following appointments to the Board of Public Utilities: Steven Edwards and Matthew Stublefield with terms to expire December 1, 2024.

Confirm the following reappointments to the Board of Public Utilities: Scott Bratcher, Kristin Carter, and Lynn Rowe with terms to expire December 1, 2024.

Confirm the following appointment to the Springfield Convention and Visitors Bureau: Callie Linville with term to expire January 1, 2025.

Confirm the following reappointments to the Springfield Convention and Visitors Bureau: Missy Handyside and Tim Rosenbury with terms to expire January 1, 2025.

Confirm the following appointment to the Board of Adjustment: Jin Chang as an alternate with term to expire January 1, 2026.

47. **END OF CONSENT AGENDA.**

48. **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.

November 29, 2021
Springfield, Missouri

The City Council met in regular session November 29, 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.

Mayor McClure recognized Professor Jeff VanDenBerg from Drury College and his Civic Leadership Political Action class and thanked them for attending the meeting.

Roll Call Present: Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis, Andrew Lear*, Heather Hardinger, Angela Romine, and Ken McClure. Absent: None.

Clerk's Note: *Indicates participation via videoconferencing.

Minutes The minutes of November 15, 2021 Special City Council Meeting, November 16, 2021 City Council Meeting, and November 23, 2021 Special City Council Meeting were approved as presented.

Consent Agenda The Consent Agenda was approved as presented.

With no further questions or comments, the consent agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report Jason Gage, City Manager noted the Springfield Police Department has produced its annual calendar, featuring the history of the department. City Council were provided a calendar and additional copies are available by contacting the Department of Public Information and Civic Engagement. Residents may recycle string lights and used items through donation, reducing the amount in the landfill. For additional information about recycling, visit springfieldmo.gov.

He further noted the Departments of Economic Vitality and Public Information and Civic Engagement will host a ribbon cutting celebrating the new home of NAMI Southwest Missouri at 4:45 p.m. Friday, December 3, 2021 at 819 N. Boonville. United States Senator Roy Blunt and Mayor McClure will speak. The Economic Vitality Department assisted through the Brownfields Program, with an environmental assessment for the property prior to purchase, and a HUD-funded commercial loan for acquisition in the amount of \$417,132.60 for NAMI's new building.

Mr. Gage noted the Workforce Development Program issued a podcast conducting an interview with Dr. Marty Leathers, speaking to the lack of workforce. This podcast can be found at cityview.mo.gov.

The Finance Department provided a three-page summary report of the General Fund revenues and expenditures for October month-end, the fourth month of FY2021-22.

Mr. Gage provided an update regarding various community events.

The annual Local Delegate Legislative Briefing scheduled for December 8 at 7 a.m. at the Springfield Art Museum.

The Springfield Downtown Christmas Parade will take place at 2 p.m., Saturday, Dec. 8. Those wishing to ride on the City of Springfield float need to contact Cora Scott.

The highly anticipated Candy Cane Lane opens at Rutledge-Wilson Farm Park Dec. 3 and runs each weekend until Dec. 19. The hours are 5-8 p.m. and the cost is \$5 per car-load.

The Gardens Aglow, a botanical-themed light festival in Mizumoto Japanese Stroll Garden at Springfield Botanical Gardens, 2400 S. Scenic Ave. The third annual event runs 5-8:30 p.m. weekends through Jan. 1. Admission is \$5/adult; \$2/child ages 3-12; and kids 2 and under are free. View full schedule at FriendsoftheGarden.org.

Police Chief Report

Paul Williams, Police Chief gave an update on recruiting and retention, and crime prevention and reduction initiatives. Chief Williams noted there were 387 applicants with 180 applicants testing. The next academy class has 16 participants with 10 additional offers and 6 applicants in the background check process. The goal for the academy class is 25-30 participants. The lateral academy goal is 4 per year. A nationwide campaign will begin December 1, 2021. Chief Williams noted there are 50 vacant positions in the department with 6 officers to retire in the next two months.

Councilman McGull asked the length of the academy class, the number of lateral hires allowed, and the length of training for a lateral hire. Chief Williams noted the academy is six months with three additional months field training. Recruits will be in the field in approximately a year. Lateral hires have approximately 2-6 weeks of training and there is no limit to how many lateral officers can be hired. Councilman Hosmer asked how many retired officers will return to the department. Chief Williams anticipates 2-4 returning officers. Councilman Ollis asked the average attrition rate. Chief Williams noted it is 7.5% (22 people), which has recently increased to 33 people. Mr. Ollis noted to replace to desired numbers would take approximately 7 years. Chief Williams noted with the nationwide campaign, it is hopeful to increase the numbers more quickly.

Councilwoman Hardinger asked about progress with increasing diversity in the department. Chief Williams noted the following for the applicants, 89% were white and 85% were men. The goal is to reach the census numbers in the community for diversity, and the nationwide average for women in the field which is 12.5%.

Chief Williams spoke on crime prevention and reduction initiatives. He noted 30 arrests regarding municipal offenses of trespassing, stealing, simple assault, and pedestrian safety violations. A warrant task force has been created with 12 arrests and 39 voluntary resolutions. The jail capacity daily average is 13. This will be monitored daily. In a two week period, Fixed License Plate Reader Cameras have generated 6

arrests, facilitated recovery of 4 stolen cars, and provided assistance to Greene County and other agencies.

Councilman McGull asked if the Rapid Access Unit through Burrell Behavioral Health had been utilized. Chief Williams noted 9% of those seen at the unit come via the Police Department. Using the unit takes approximately 15-20 minutes of the officer's time as opposed to booking an individual in jail which can take up to two hours, or using the emergency room, which can take up to four hours.

Councilman Hosmer asked about "book and release" and effectiveness of the Courts. Chief Williams noted individuals undergoing "book and release" are taken to the jail, booked, then released. For "cite and release", a citation is issued by the arresting officer stating the individual must appear in court on the specified date, and the person is released. Chief Williams expressed he has had no issue with Municipal Court.

Councilman Ollis expressed his belief enforcement leads to compliance with laws. He is thankful for the work of the police force.

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

**Redevelopment Plan
for the Beverly Lofts
Redevelopment Area**

Sponsor: Schilling. Council Bill 2021-288

A special ordinance approving the Second Amendment to the Redevelopment Plan for the Beverly Lofts Redevelopment Area, generally located along the north side of East Cherry Street near the intersection of Cherry Street and Kimbrough Avenue; authorizing certain tax abatements within the Redevelopment Area; and authorizing the City Manager to execute a Second Amended and Restated 353 Redevelopment Agreement with the Redevelopment Corporation, relating to the implementation of the Second Amendment to the Redevelopment Plan. (The Planning and Zoning Commission and City Staff recommend approval.)

Council Bill 2021-288. Special Ordinance 27606 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

**Springfield City
Code, Chapter 36,
'Land Development
Code**

Sponsor: McGull. Council Bill 2021-289

A general ordinance amending the Springfield City Code, Chapter 36, 'Land Development Code,' Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-454 - 'Signs,' Subsection (19), 'Interstate Highway Commercial Sign District' to rename the subsection, add a new area to the subsection, and reorganize the subsection to provide clarity regarding the application of subsection.

Council Bill 2021-289. General Ordinance 6694 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

**Springfield City
Code, Chapter 2,
'Administration,'
Article VI,
"Finances,"
Division 4, "Police
Officers' and Fire
Fighters' Retirement
System,"**

Sponsor: Ollis. Council Bill 2021-290

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-444, "Board of trustees established; membership; election of members" to allow for electronic elections.

Council Bill 2021-290. General Ordinance 6695 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: Romine. Absent: None. Abstain: None.

**Schedule of
Equipment No. 3;
Master Equipment
Lease Purchase
Agreement**

Sponsor: Lear. Council Bill 2021-291

A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 3, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the City and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2021-2022 in the amount of \$705,755.

Council Bill 2021-290. Special Ordinance 27607 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: Romine. Absent: None. Abstain: None.

**Special Obligation
Refunding Bonds,
Series 2022**

Sponsor: Ollis. Council Bill 2021-292

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Refunding Bonds, Series 2022, in a principal amount not to exceed \$16,000,000 for the purpose of providing funds to refund the City's Special Obligation Bonds (Sewer System Improvements Project) Series 2012; 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.

Council Bill 2021-292. Special Ordinance 27608 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

**Springfield City
Code, Chapter 2,
“Administration,”
Article VI,
“Finances,”
Division 4, “Police
Officers’ and Fire
Fighters’ Retirement
System**

Sponsor: Lear. Council Bill 2021-294

A general ordinance amending the Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” by establishing a new Section 2-484, “In Service Distributions After Retirement and Rehire,” and revising certain other sections to authorize in-service distributions to certain retirees.

Councilman Hosmer asked if retired police officers that served the City of Springfield would be eligible for the ARPA funded retention pay. Jason Gage, City Manager noted a retired officer can apply for rehire. Rhonda Lewsader, City Attorney noted the proposed enables the rehiring of retired officers instead of them seeking employment elsewhere and does not address the ARPA retention pay issue.

Council Bill 2021-294. General Ordinance 6696 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

The following bills appeared on the agenda under Resolutions.

**Brownfields
Hazardous and
Petroleum
Assessments and
Cleanup Planning**

Sponsor: Hosmer. Council Bill 2021-298

A resolution authorizing the City Manager, or his designee, to apply for up to \$500,000 in grant funds from the United States Environmental Protection Agency to conduct Brownfields Hazardous and Petroleum Assessments and Cleanup Planning citywide.

Olivia Hough, Senior City Planner, was called to speak. The grant is for a three year period and will provide funds to use for Phase I and II Environmental Assessments, cleanup, redevelopment planning for sites and use in target areas. She noted there is no cost sharing and no cost to the City.

Councilman Ollis thanked Ms. Hough and City staff for pursuing grants and for their past and future work. Ms. Hough expressed her appreciation.

Council Bill 2021-298. Resolution 10609 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

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

Mayor McClure asked Ms. Cotter to read Council 2021-299 and Council Bill 2021-300 together.

Springfield City Code, 'City Limits,' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones

Sponsor: Schilling. Council Bill 2021-299

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 11.5 acres of private property and approximately 0.1 acre of Greene County right-of-way generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass, into the City of Springfield. (By; Bibi Development & Investment, LLC; 1644,1684, & 1706 Zimmer Avenue (Farm Road 129) and 1721 W. Bypass; A-6-2021).

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation

Sponsor: Schilling. Council Bill 2021-300

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 11.5 acres of property generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass from County C-2, General Commercial District, to GR, General Retail District; establishing Conditional Overlay District No. 205; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By; Bibi Development & Investment, LLC; 1644,1684, & 1706 Zimmer Avenue (Farm Road 129) and 1721 W. Bypass; Z-21-2021 w/COD #205).

Brendan Griesemer, Acting Director of Planning and Development presented. He noted the proposed contains two parcels are within the Urban Service Area. The area is at a key highway interchange, Fire and Police can serve the area, and the area is contiguous and compact. He further noted the area is consistent with the City's Comprehensive Plan, consistent with Urban Service Area philosophy, and City services can be provided to the property.

Councilman Schilling asked if Bibi Development & Investment is the owner and what they have in mind for the property. Mr. Griesemer noted he believes Bibi Development & Investment is the owner and a retail development has been discussed.

Mr. Griesemer noted the property is appropriate for housing on the northern parcel and retail on the southern parcel. There is a stream buffer on northeast side and stormwater detention will be required. A traffic study, sidewalk along Zimmer, sewer connection fee, and stream buffer easement will also be required.

An opportunity was given for citizens to express their views.

Shannon Edmondson spoke in opposition of the proposed. Ms. Edmondson noted her family owns a neighboring property. She expressed those affected should be considered. She expressed her opposition to the proposed.

Wes Weimer spoke in support of the proposed. Mr. Weimer expressed he was present to represent Anderson Engineering. He noted the property is adjacent to City limits and they have been working with City staff. He is available for questions.

Councilwoman Romine asked if zoning needed to be changed. Mr. Gage answered affirmatively.

With no further appearances, the public hearing was declared closed.

**Conditional Use
Permit No. 457:
Automobile
Washing Business**

Sponsor: Simpson. Council Bill 2021-301

A special ordinance granting Conditional Use Permit No. 457 for the purpose of permitting an automobile washing business to operate as a conditional use within the GR – General Retail District, generally located at 211 West Battlefield Road. (Staff and Planning and Zoning Commission recommend approval.) (By: Choong Properties LLC; 211 West Battlefield Road; Conditional Use Permit 457).

Brendan Griesemer, Acting Director of Planning and Development presented. He noted the business is appropriate for the area, and Stormwater Detention and Traffic Impact Study will be required. A representative for the applicant is available to answer questions.

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

**Conditional Use
Permit No. 458:
Body, Fender
Repair, and Paint
Shop**

Sponsor: Schilling. Council Bill 2021-302

A special ordinance granting Conditional Use Permit No. 458 for the purpose of permitting a body and fender repair and paint shop as a conditional use within the HC – Highway Commercial District, generally located at 1825 West Kingsley Street. (Staff and Planning and Zoning Commission recommend approval.) (By: Alcancia, Elpidio Y Rev Inter Vivos Trust; Conditional Use Permit 458)

Brendan Griesemer, Acting Director of Planning and Development presented. Mr. Griesemer noted no traffic impact study is needed. On-site stormwater detention is provided. The shop is compliant with the site plan.

Mayor McClure asked what business is on the south side of the proposed. Mr. Griesemer noted there is an auto shop to the south and a car wash nearby. A representative for the applicant is available to answer questions.

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

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

Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' Section 903.4.1

Sponsor: Hosmer. Council Bill 2021-303

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' Section 903.4.1, relating to monitoring of sprinkler systems.

David Pennington, Fire Chief presented. He noted any building undergoing renovation or change of use of occupancy would be required to comply with this section of the code. Chief Pennington noted exemptions for areas undergoing redevelopment may be allowed. He further noted the proposed has been extensively vetted through discussion with contractors.

Councilman Ollis asked if Insurance Services Office (ISO) had been consulted. Chief Pennington affirmed and noted compliance with this Code would create improvements.

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

Springfield City Code Chapter 106, 'Traffic and Vehicles,' amending Section 106-70

Sponsor: Hosmer. Council Bill 2021-304

A general ordinance amending the Springfield City Code Chapter 106, 'Traffic and Vehicles,' by amending Section 106-70, 'Traffic division established; duties,' for the purpose of establishing a duty of the traffic division to respond to all reported traffic accidents on public streets or public property.

Jason Gage, City Manager presented. He noted the amendment would require the Springfield Police Department to respond to all traffic accidents on public streets or public property. Mr. Gage noted Chief Williams is present to answer any questions. He then asked Councilman Hosmer to speak on the proposed.

Councilman Hosmer noted the police have a duty to protect and to serve. He further noted the increasing number of motor fatalities that have occurred and expressed belief police should respond to all accidents.

Mayor Pro-Tem Simpson asked Mr. Gage if the proposed amendment was a staff or committee recommendation, and criteria must be met for police to respond. Mr. Gage noted a bill can be drafted or sponsored at a councilmembers request without any staff study. Chief Williams noted police do respond if there is injury or threat to well-being. He clarified there is a duty of citizens to report crashes. Citizens are encouraged to report on their own if criteria are met and this process saves time. He noted the Police

Department establishes priorities and minor traffic accidents do qualify as a top priority.

Councilman Schilling expressed his belief there is important information could be missed when officers do not respond to traffic accidents. Chief Williams noted all information is added to the citizen report and if any impairment is noticed, the officer will respond. Dan Smith, Director of Public Works noted the citizen reported information is reviewed and can be helpful to the department. Chief Williams further noted citizen reporting is used for “fender bender” type accidents and only when both parties are agreeable.

Councilman McGull expressed his belief it is desirable to have police response to accidents and would prefer the proposed to be effective after the department is more fully staffed. Chief Williams noted due to staffing vacancies, it is priority to have officers only respond to higher priority crime.

Councilwoman Romine noted she has received feedback from constituents expressing frustration in dealing with insurance companies without a police report. Ms. Romine noted she would agree it is desirable to have police respond to every accident but would wait until staffing issues have improved before considering change in policy.

Councilwoman Hardinger expressed her thanks to Chief Williams for coming to speak. She noted priority should be to respond to violent crime. Ms. Hardinger asked for clarification on police response to accidents if requested by a citizen. Chief Williams noted an officer will respond if requested. She expressed her belief the issue needs more research.

Councilman Ollis expressed his belief the staffing issue is not a short term issue and citizens have expressed preference for response to high priority crimes. Mr. Ollis expressed his preference to wait until the department is fully staffed before adopting a policy change.

Councilman Lear asked for response times for a low priority accident. Chief Williams noted minor traffic accidents have 1-2.5 hours response time. If a citizen reports they feel unsafe the response is approximately 15 to 20 minutes. Mr. Lear expressed his belief it is not the role of City Council to set policy at this level, but City Council is to set directives.

Councilman Hosmer asked for clarification regarding the number of tickets written in traffic accidents. Mr. Hosmer expressed his belief to reduce crime in Springfield the department needs to be proactive. Chief Williams noted approximately 25% of accidents result in a citation and an officer will respond if there is any concern.

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

**Springfield City
Code, Section 2-92,
known as the
'Salary Ordinance'**

Sponsor: Lear. Council Bill 2021-305

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making a provision for one new job title; and amending the Fiscal Year 2021-2022 budget of certain City departments, including the Airport, Parks, and Public Works, to reallocate funds to transition 15 contract positions to 15 full-time equivalent positions and adjusting the authorized employee positions.

Darla Morrison, Director of Human Resources presented. Ms. Morrison noted all changes are part of the current operating budget for fiscal year 2021-2022 and includes addition of one new job title and transition of 15 contract positions to 15 full-time equivalent positions.

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

Mayor Pro Tem Simpson moved to suspend the rules to allow Council Bills 2021-306 through 2021-310 to be read out of order so 2021-306, 2021-308, 2021-309, and 2021-310 could be read together with 2021-307 to be read last. Councilman Hosmer seconded the motion.

The motion was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

Mayor McClure asked Ms. Cotter to read Council Bills 2021-306, 2021-308, 2021-309, and 2021-310 together.

**Collective
Bargaining
Agreement
between the City
and the Southern
Missouri
Professional Fire
Fighters Local 152:
Juneteenth**

Sponsor: Ollis. Council Bill 2021-306

A special ordinance approving the First Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, which adds Juneteenth as an additional recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Addendum to the Collective Bargaining Agreement to the Exclusive Representative.

**Collective
Bargaining
Agreement
between the City
and the Springfield
Police Officers'**

Sponsor: Ollis. Council Bill 2021-308

A special ordinance approving the First Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department

Association: Juneteenth	to, among other things, add Juneteenth as a recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative.
Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753: (“CTL”) Employee Group, Juneteenth	Sponsor: Hosmer. Council Bill 2021-309 A special ordinance approving the Third Amendment to the July 1, 2019, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor (“CTL”) Employee Group, which adds Juneteenth as an additional recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.
Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO (“IBEW”): (“PAT”) Employee Group, Juneteenth	Sponsor: Ollis. Council Bill 2021-310 A special ordinance approving the First Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO (“IBEW”), the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative, and Technical (“PAT”) Employee Group, which adds Juneteenth as an additional recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative. Darla Morrison, Director of Human Resources presented. The recommended changes add Juneteenth as a recognized holiday to be observed on June 19th each year. The negotiations with the police union added the uniformed operations division going to twelve hour shifts, a change in their work period, and a change to becoming an overtime department instead of a comp time department. An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.
Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulation (“Merit Rules”), by	Sponsor: Hosmer. Council Bill 2021-307 A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulation (“Merit Rules”), by amending portions of the Merit Rules, specifically Merit Rules 2.2 (Coverage and Amendment of Rules); 4.1 (Constitution); 5.2 (Minimum Qualifications for Filing); 5.3 (Filing Applications); 5.4 (Disqualification of Applicants); 9.2 (Conditions Preliminary to Regular Status); 12.7 (Retirement); 13.5 (Grievance Procedure); 16.2 (Preparation and Content of Class Specifications); 17.5 (Total

**amending portions
of the Merit Rules**

Remuneration); 18.1 (Entrance Salary Rates); 18.2 (Advancement within a Salary Range); 20.1 (Compensation for Absence on Holidays) to add Juneteenth as an additional recognized holiday; 21.1 (Vacation Leave); 21.2 (Sick Leave); and 24.2 (Allowances for the Use of Privately Owned Vehicles on City Business); and establishing an effective date for said Merit Rule changes (Merit Rules changes requiring Personnel Board approval have been approved by the Personnel Board).

Darla Morrison, Director of Human Resources presented the proposed. Ms. Morrison noted this bill reflects the change for non-union employees to add Juneteenth as a recognized holiday.

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

**Pictometry
International
Corporation to
purchase aerial
imagery in 2022,
2024, and 2026**

Sponsor: Hosmer. Council Bill 2021-311

A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into a contract with Pictometry International Corporation to purchase aerial imagery in 2022, 2024, and 2026; authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into individual cooperative intergovernmental agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark, and Republic, Missouri, and the Ozarks Transportation Organization to share the costs of such aerial imagery; and amending the budget for the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$286,927.02 for the 2022 aerial imagery.

Nathan Huggins, Geographical Information System and Asset Systems Manager presented. Mr. Huggins noted the imagery is the primary base map for Geographical Information System (GIS) system and is important to City safety and operations. The project will capture 1283 square miles and is a cost share endeavor with City Utilities, Greene County, and the cities of Nixa, Ozark, and Republic, which result in substantial savings to the City.

Mayor McClure asked for clarification regarding this imagery being a normal occurrence. Mr. Huggins answered affirmatively.

Councilman McGull asked if the imagery is used to determine property growth in Springfield. Mr. Huggins noted Greene County uses the images for this purpose.

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

**Agreements with
the Ozark Region
Workforce
Development
Board (“Board”)
and the Council of
Local Elected
Officials
(“CLEO”)**

Sponsor: Ollis. Council Bill 2021-312

A special ordinance authorizing the City Manager, or his designee, to enter into agreements with the Ozark Region Workforce Development Board (“Board”) and the Council of Local Elected Officials (“CLEO”) to outline the responsibilities of the Board, CLEO, and City regarding the City’s designation as the fiscal agent, fund recipient, and operator of Workforce Innovation and Opportunity Act programs.

Sally Payne, Director of Workforce Development provided a brief overview of the proposed. Ms. Payne noted the bill authorizes the City Manager or his designee, to enter into agreements with the “Board” and “CLEO” and the agreements outline the duties and responsibilities as prescribed by the law. She thanked City staff for their work.

Mayor McClure commended Workforce Development for their work, as the process is very complicated.

Councilwoman Romine commended Ms. Payne for her detailed presentations.

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

Mayor McClure reminded those in attendance to adhere to the rules and time limits while speaking.

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

Did Not Appear

Daryl Baker did not appear to address City Council.

Appeared

Debra Kay Barker addressed City Council. Ms. Barker commented on her experience growing up with the current City flag. She expressed her preference that input regarding changing the City flag be more available to those who do not use computer. Ms. Barker expressed the timing of the proposed City flag was not beneficial for all citizens. Ms. Barker noted the cost savings to not changing the flag and her opposition to changing the flag.

Appeared

Laura Wilson addressed City Council. Ms. Wilson expressed her opposition to the location of the Revive 66 campground. She presented photos for City Council review. Ms. Wilson noted she does not feel safe using local businesses or the local park due to homeless individuals from the campground remaining in the area throughout the day. Ms. Wilson asked City Council to address the issue.

Did Not Appear

William Leftwich did not appear to address City Council.

- Appeared** Mary Hasler addressed City Council. Ms. Hasler expressed her opposition to the Revive 66 campground. Ms. Hasler noted she no longer uses the local park due to safety issues and has trouble using area businesses due to the influx of homeless individuals.
- Appeared** John Gray addressed City Council. Mr. Gray noted the importance of citizen participation. He noted homelessness as a priority and would like American Rescue Plan Act (ARPA) funds to be used to address homelessness. Mr. Gray thanked City Council for their attention to this matter.
- Appeared** Mackenzie McCance addressed City Council. Ms. McCance expressed her thanks to City Council. Ms. McCance noted the impending cold weather and the immediate need in the community for emergency shelter funding. Ms. McCance asked City Council to consider using ARPA funds for cold weather shelters for the homeless.
- Appeared** Alexis Scott addressed City Council. Ms. Scott thanked City Council for the opportunity to speak. She noted the need to address mental health needs of the homeless. Ms. Scott requested Council consider using a portion of the ARPA funds to address this issue.

NEW BUSINESS

- Recommended** The Committee of the Whole recommends the following appointments to the Board of Public Utilities: Steven Edwards and Matthew Stublefield with terms to expire December 1, 2024.
- Recommended** The Committee of the Whole recommends the following reappointments to the Board of Public Utilities: Scott Bratcher, Kristin Carter, and Lynn Rowe with terms to expire December 1, 2024.
- Recommended** The Mayor recommends the following appointment to the Springfield Convention and Visitors Bureau: Callie Linville with term to expire January 1, 2025.
- Recommended** The Mayor recommends the following reappointments to the Springfield Convention and Visitors Bureau: Missy Handyside and Tim Rosenbury with terms to expire January 1, 2025.

UNFINISHED BUSINESS

MISCELLANEOUS

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

Agreement for Encroachment License with Springfield Little Theater: Heat Mat

Sponsor: Schilling. Council Bill 2021-313

A special ordinance authorizing the City Manager, or his designee, to enter into an Agreement for Encroachment License with Springfield Little Theater, for the purpose of allowing an encroachment onto City rights-of-way for the placement of a sidewalk heat mat in front of the property located at 311 East Walnut Street, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

Community Foundation of the Ozarks to help fund the 2022 Kindergarten Readiness Study

Sponsor: McClure. Council Bill 2021-314

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$1,500 from the Community Foundation of the Ozarks to help fund the 2022 Kindergarten Readiness Study conducted by the Mayor's Commission for Children in collaboration with Missouri State University.

2022 Kindergarten Readiness Study: Grant Funds

Sponsor: McClure. Council Bill 2021-315

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$5,000 from the Musgrave Foundation and administered by the Community Foundation of the Ozarks to help fund the 2022 Kindergarten Readiness Study conducted by the Mayor's Commission for Children in collaboration with Missouri State University.

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

Honorable Wendy E. Garrison: Springfield Municipal Court Judge

Sponsor: McClure. Council Bill 2021-316

A resolution reelecting the Honorable Wendy E. Garrison as a Springfield Municipal Court Judge for a term of four years.

Council Bill 2021-298. Resolution 10610 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

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

**City Utilities to
Dispose of
Property; 614 West
Division Street**

Sponsor: Romine. Council Bill 2021-295.

A special ordinance authorizing City Utilities to dispose of approximately 0.17 acres of property generally located at 614 West Division Street (Planning and Zoning Commission and staff recommend approval)

Council Bill 2021-295. Special Ordinance 27609 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

END OF CONSENT AGENDA.

Motion to Adjourn

Mayor Pro Tem Simspon moved to Adjourn. Councilwoman Romine seconded the motion, and it was approved by the following vote. Ayes. Schilling, Simpson, Ollis, Lear, Hardinger, Romine, McGull, and McClure. Nays. Hosmer. Absent. None. Abstain. None. The meeting adjourned at 8:45 p.m.

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

November 30, 2021
Springfield, Missouri

The City Council met in special session November 30, 2021 in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Matthew Simpson, Craig Hosmer, Richard Ollis, Heather Hardinger, Angela Romine, Mike Schilling, Andrew Lear and Ken McClure. Absent: Abe McGull.

Closed Session

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

Councilman Schilling seconded the motion, and it was approved by the following vote: Ayes: Hosmer, Ollis, Hardinger, Romine, Schilling, Lear, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

December 6, 2021
Springfield, Missouri

The City Council met in special session December 6, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Abe McGull*, Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis, Andrew Lear*, Heather Hardinger*, and Ken McClure. Absent: Angela Romine.

Clerk's Note: *Indicates participation via videoconference.

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

Mayor McClure asked Ms. Cotter to read Council 2021-317 and Council Bill 2021-318 together.

**Brody Corners Tax
Increment
Financing Plan**

Sponsor: Schilling. Council Bill 2021-317

A special ordinance approving the Brody Corners Tax Increment Financing Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan, designating a developer of record for the redevelopment plan, approving a redevelopment agreement with the developer, and directing staff to implement the redevelopment plan.

**Redevelopment
Project for the
Brody Corners Tax
Increment
Financing Plan**

Sponsor: Schilling. Council Bill 2021-318

A special ordinance approving a Redevelopment Project for the Brody Corners Tax Increment Financing Plan and initiating tax increment financing therein.

Sarah Kerner, Director of Economic Development provided a brief overview of the proposed. Ms. Kerner explained Tax Increment Financing (TIF) is a method of diverting existing property and sales taxes to pay for costs associated with building a project. Ms. Kerner noted the required finding to adopt a TIF redevelopment plan and gave examples of prior use of TIF in Springfield. She further noted Springfield TIF policies must demonstrate substantial and significant public health benefit, require no more than 20% of total project costs will be reimbursed with TIF revenues, and require a minimum 15% developer cash equity investment.

Ms. Kerner provided a submittal of exhibits into record for the Brody Corners project. She noted this information is on file with the City Clerk's office. The location was rezoned this summer to Highway Commercial District, to accommodate commercial development. The project location was formerly a mobile home community. Ms. Kerner noted the plan is to develop this property for retail, office space, and service industry. She further noted the objectives of the plan are enhancement of the tax base, increased employment opportunities, and remediate blighting conditions described in the Blight Study.

Ms. Kerner explained “blighted area” means an area which has insanitary or unsafe conditions, deterioration or existence of conditions which endanger life or property, or a combination of these factors and constitutes economic or social liability or menace to the public health, safety, or welfare in its present condition or use. She then presented examples of these conditions on the property. Ms. Kerner noted staff finds the property to be a blighted area.

Ms. Kerner reviewed the deal points for the proposal. It is a pay-as-you-go TIF, the developer only gets reimbursed as revenues are generated. The TIF only reimburses the developer for public improvements and TIF formation costs. The TIF reimbursable costs are 12% of the total planned development costs and the maximum payback period is 23 years. Ms. Kerner provided the overall cost-benefit analysis for the project.

Mayor Pro-Tem Simpson asked if the amount granted to be used for the TIF is for the additional value and only for activity on the property. Ms. Kerner affirmed.

Mayor Pro-Tem Simpson asked for clarification on the blight finding. Cory Collins, attorney for the developer clarified that the current owners were not the owners of the property at the time of the blight finding. The current owners have worked with engineers and the City to create a plan to clean the property.

Councilman McGull asked why the issue has been expedited. Mr. Collins noted there was an issue with the posting of the TIF Commission meeting. He further noted the plan has been in process for a year. The developers will need to stay on schedule to begin the project at the beginning of 2022.

Councilman Lear asked if interest is accrued on the unpaid amount and how the 6% interest was negotiated. Sarah Kerner noted she did not have that information readily available but will provide the requested information soon. Mr. Lear also inquired how the TIF would be affected based on Department of Natural Resources (DNR) findings. Ms. Kerner noted the developer has worked closely with DNR and plans to incorporate clean-up of the site into the site prep and clearing phase of the project. Mr. Lear asked how long the current owners have owned the property and if any of the blight occurred during their ownership. Ms. Kerner noted the current owner has owned the property for less than one year with the project starting toward the beginning of the year.

Councilman Schilling asked the reason for the special City Council meeting. Ms. Kerner noted a delay in the TIF Commission meeting due to a posting issue. She further noted property tax reassessments on January 1st create a deadline for getting project activation approved prior to the end of the year.

Mayor McClure noted the TIF Commission meeting was rescheduled due to a posting error and with the end of the year requirements, it was necessary to have a Special City Council meeting on this date so the second reading can occur at the December 13th City Council meeting.

Councilman Ollis noted the delay due to a posting issue created a need for a Special City Council meeting and asked if the goal of the project is to clean the area and make a productive use of the property. Ms. Kerner affirmed and noted the property falls on the Springfield side of the boundary agreement with Republic. If the property is annexed, it will be through Springfield. The process is a long one and the property will continue to deteriorate if not annexed. Mr. Ollis expressed this is a potential solution to a problem.

Councilman Schilling noted the severity of the blight was known by the City when the project began and expressed his preference that conditions of such properties be disclosed prior to City Council meetings.

An opportunity was given for citizens to express their views.

Cory Collins, Attorney for the Developer addressed City Council. Mr. Collins expressed his opinion Ms. Kerner gave a thorough overview of the project. He further noted a water line will be brought in that current residents can hook into, clean-up can occur, and the goal of property improvement can be met. He expressed his belief the project will improve the area.

Elliott Reed addressed City Council. Mr. Reed noted he is an engineer with Cochran and available answer any questions City Council may have. Councilman Schilling asked if there is a sinkhole or lagoon where work cannot be completed. Mr. Reed affirmed and noted these areas are on the west side of the property. These areas will remain common ground and not be developed. He further noted his firm has been working with DNR and will remediate these areas.

An opportunity was given for citizens to express their views. With no additional appearances, the public hearing will be continued at the December 13, 2021 City Council meeting.

**Motion to Remove
from the Table**

Mayor Pro Tem Simpson moved to remove Council Bill 2020-098 from the table. Councilman Ollis seconded the motion.

The motion was approved with the following vote: Ayes: Lear, Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: Romine. Abstain: None.

Mayor McClure asked Ms. Cotter to read Council Bill 2020-098 and Council Bill 2020-098 Substitute 1 together.

**Redevelopment
Project for the
IDEA Commons
Tax Increment**

Sponsor: McClure. Council Bill 2020-098 Tabled at the April 19, 2021 City Council Meeting.

A special ordinance approving a Redevelopment Project for the IDEA Commons Tax Increment financing plan and initiating tax increment financing therein.

**Redevelopment
Project for the
IDEA Commons
Tax Increment**

Council Bill 2020-098 Substitute 1 (McClure)

A special ordinance approving a Redevelopment Project for the IDEA Commons Tax Increment financing plan and initiating tax increment financing therein.

Sarah Kerner, Director of Economic Development presented. Ms. Kerner noted the key difference is Council Bill 2020-098 Substitute 1 will activate only a portion of the redevelopment area. The goals of the proposed is to create business attraction to the downtown area, create modern office space, create economic stability by providing room for existing companies to expand at Jordan Valley Innovation Center, and to upgrade an older neighborhood.

Jason Gage, City Manager noted the Council Bill 2020-098 Substitute 1 will activate the only the north portion of the project. The south portion would be activated when the office building and parking garage are under construction to maximize reimbursement to Missouri State University and the City.

Mayor McClure clarified the State did not finalize approval until November 23, 2021. To capture TIF opportunities, action will be required by the end of the year to capture potential local and State TIF revenues.

**Motion to
Substitute**

Mayor Pro Tem Simpson made a moved to substitute Council Bill 2020-098 for Council Bill 2020-098 Substitute 1.

The motion was seconded by Councilman Ollis and approved with the following vote: Ayes: Lear, Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: Romine. Abstain: None.

An opportunity was given for citizens to express their views. With no appearances, the public hearing will be continued at the December 13, 2021 City Council meeting.

END OF CONSENT AGENDA.

Motion to Adjourn

Mayor Pro Tem Simpson moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes. Schilling, Simpson, Ollis, Lear, Hardinger, McGull, Hosmer and McClure. Nays. None. Absent. Romine. Abstain. None. The meeting adjourned at 1 p.m.

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 11-23-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-299

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 11.5 acres of private property and approximately 0.1 acre of Greene
5 County right-of-way generally located at 1644, 1684, and 1706 South
6 Zimmer Avenue (Farm Road 129) and 1721 South West Bypass, into
7 the City of Springfield.
8 _____
9

10 WHEREAS, a verified petition requesting annexation was filed by the owners of
11 all fee interests of record in all tracts of real property located within the area proposed to
12 be annexed, as described in "Exhibit A," said area being generally located at 1644,
13 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass;
14 and
15

16 WHEREAS, Greene County has executed a written petition for the City to annex
17 approximately 0.1 acre of Greene County right-of-way, as described in "Exhibit A," said
18 area being generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm
19 Road 129); and
20

21 WHEREAS, said petitions were presented to City Council more than fourteen,
22 but less than sixty days, prior to the public hearing thereon; and
23

24 WHEREAS, proper notice was published at least seven days prior to the public
25 hearing; and
26

27 WHEREAS, City Council does find and determine that: (1) said annexation is
28 reasonable and necessary to the proper development of the City; (2) the City is able to
29 furnish normal municipal services to the area annexed herein with a reasonable time
30 after annexation; and (3) the area annexed herein is contiguous and compact to the
31 existing corporate boundaries of the City.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – City Council, after holding a public hearing, hereby determines that
37 Annexation A-6-2021 of the property described in "Exhibit A," which is attached hereto
38 and incorporated herein by this reference, is reasonable and necessary to the proper
39 development of the City, the City has the ability to furnish normal municipal services to
40 the area annexed within a reasonable time, and the area is contiguous and compact to
41 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and
42 incorporated herein by this reference.

43
44 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
45 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

46
47 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
48 amended by adding thereto the land described in "Exhibit A."

49
50 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
51 precincts and council zones,' is hereby amended by placing the property described in
52 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
53 accordance with the provisions of State law.

54
55 Section 5 – The City Clerk is directed to: (1) file certified copies of this
56 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
57 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
58 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
59 any other information that the Director of Revenue may require. The City Clerk is further
60 authorized and empowered to perform any other administrative acts which are
61 consistent with the intent of this Ordinance.

62
63 Section 6 – This Ordinance shall be in full force and effect from and after
64 passage.

65
66 Passed at meeting: _____

67
68
69 _____
70 Mayor

71 Attest: _____, City Clerk

72
73 Filed as Ordinance: _____

74
75
76 Approved as to form: Jill Burris, Assistant City Attorney

77
78
79 Approved for Council action: James A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 299

FILED: 11-23-2021

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 11.5 acres of private property and approximately 0.1 acre of County right-of-way generally located at 1644, 1684, and 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, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass are requesting annexation into the City of Springfield. The owner(s) of the private properties have signed a petition to request annexation of approximately 11.5 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 single-family residences along Zimmer Avenue (Farm Road 129) and a commercial building along West Bypass on it. The intent of the application is to facilitate the development of the subject 11.5 acres into a new commercial/retail and residential development.

The proposed annexation contains approximately 0.1 acre of Greene County right-of-way that is immediately adjacent to Zimmer Avenue/Farm Road 129 and the proposed private properties to be annexed. Greene County Highway Department has submitted a signed petition requesting annexation of this right-of-way into the City of Springfield.

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 and right-of-way to be annexed.

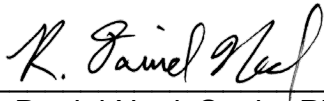
RECOMMENDATIONS:

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) and County have petitioned the City for annexation.
5. The City will receive sales and property tax revenue upon annexation of the private properties.

Staff recommends approval of this annexation.

Submitted by:



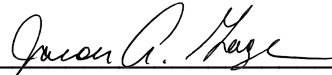
R. Daniel Neal, Senior Planner

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

Attachment 3, County Right-of-Way Petition and Exhibits

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-6-2021

1644 S. Zimmer Avenue (Farm Road 129) - 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. Zimmer Avenue (Farm Road 129) (vacant lot, no address) - All of lot three (3) in Hampden Park subdivision, in Greene County, Missouri.

1684 S. Zimmer Avenue (Farm Road 129) - 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. Zimmer Avenue (Farm Road 129) –

Tract I: All of the north half (N ½) 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 ½) 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 ½) 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 ½) 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.

Except any part previously deeded as perpetual street right-of-way.

RIGHT-OF-WAY DESCRIPTIONS:

ALL THAT PART OF LOT 5 AND LOT 6 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 88°41'30" EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 10.07 FEET; THENCE SOUTH 03°33'32" WEST, A DISTANCE OF 236.27 FEET; THENCE SOUTH 04°44'17" WEST, A DISTANCE OF 90.08 FEET TO THE SOUTH LINE OF

SAID LOT 6; THENCE NORTH 88°32'44" WEST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 0.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 6 AND SAID LOT 5, A DISTANCE OF 326.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 2019 SQUARE FEET

AND

ALL THAT PART OF LOT 4 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 88°45'55" EAST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 13.70 FEET; THENCE SOUTH 03°33'32" WEST, A DISTANCE OF 123.10 FEET; THENCE NORTH 88°45'55" WEST, A DISTANCE OF 10.96 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 123.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 1517 SQUARE FEET

AND

ALL THAT PART OF LOT 3 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 88°50'19" EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 13.59 FEET; THENCE SOUTH 02°15'02" WEST, A DISTANCE OF 163.04 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 88°45'55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 13.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 163.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 2224 SQUARE FEET

AND

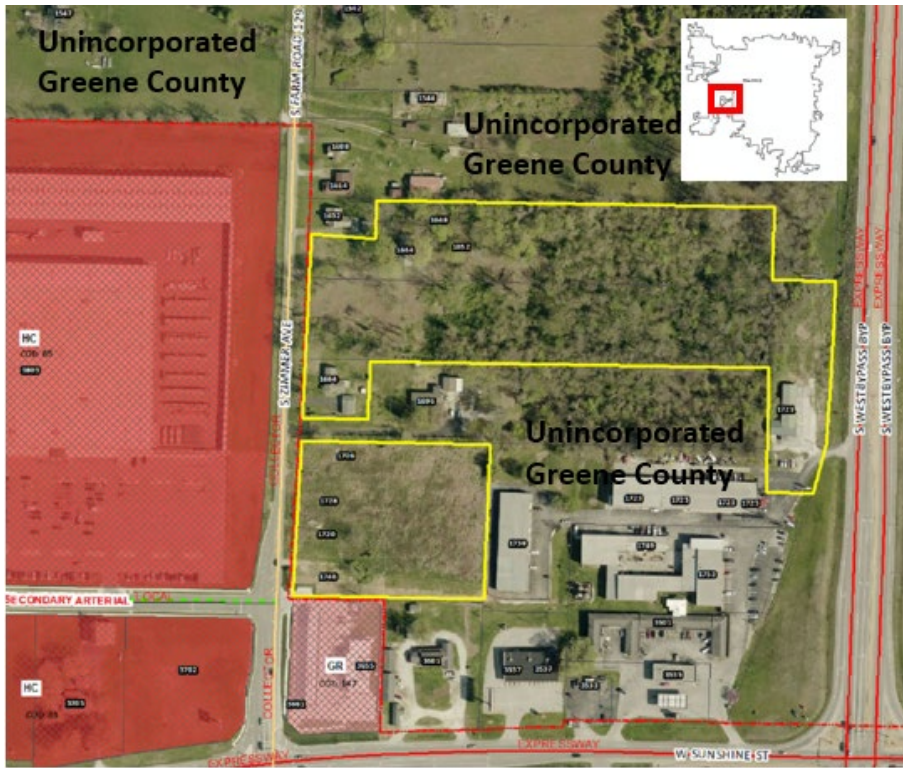
ALL THAT PART OF LOT 2 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 02°17'11" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 75.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°54'45" EAST, A DISTANCE OF 13.54 FEET; THENCE SOUTH 02°15'02" WEST, A DISTANCE OF 88.03 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 88°50'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 13.59 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 02°17'11" EAST, ALONG SAID WEST LINE, A DISTANCE OF 88.01 FEET TO THE POINT OF BEGINNING; CONTAINING 1192 SQUARE FEET

Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

NOVEMBER 29, 2021

**CASE NUMBER:**

Annexation A-6-2021

LOCATION:1644, 1684 & 1706 S. Zimmer Avenue
(Farm Road 129) and 1721 S. West
Bypass**ACRES:**

Approximately 11.6 acres

EXISTING LAND USE:Single-family residences and undeveloped
land**APPLICANT:**

Bibi Development & Investment, LLC

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 11.5 acres of private property and approximately 0.1 acre of County right-of-way generally located at 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

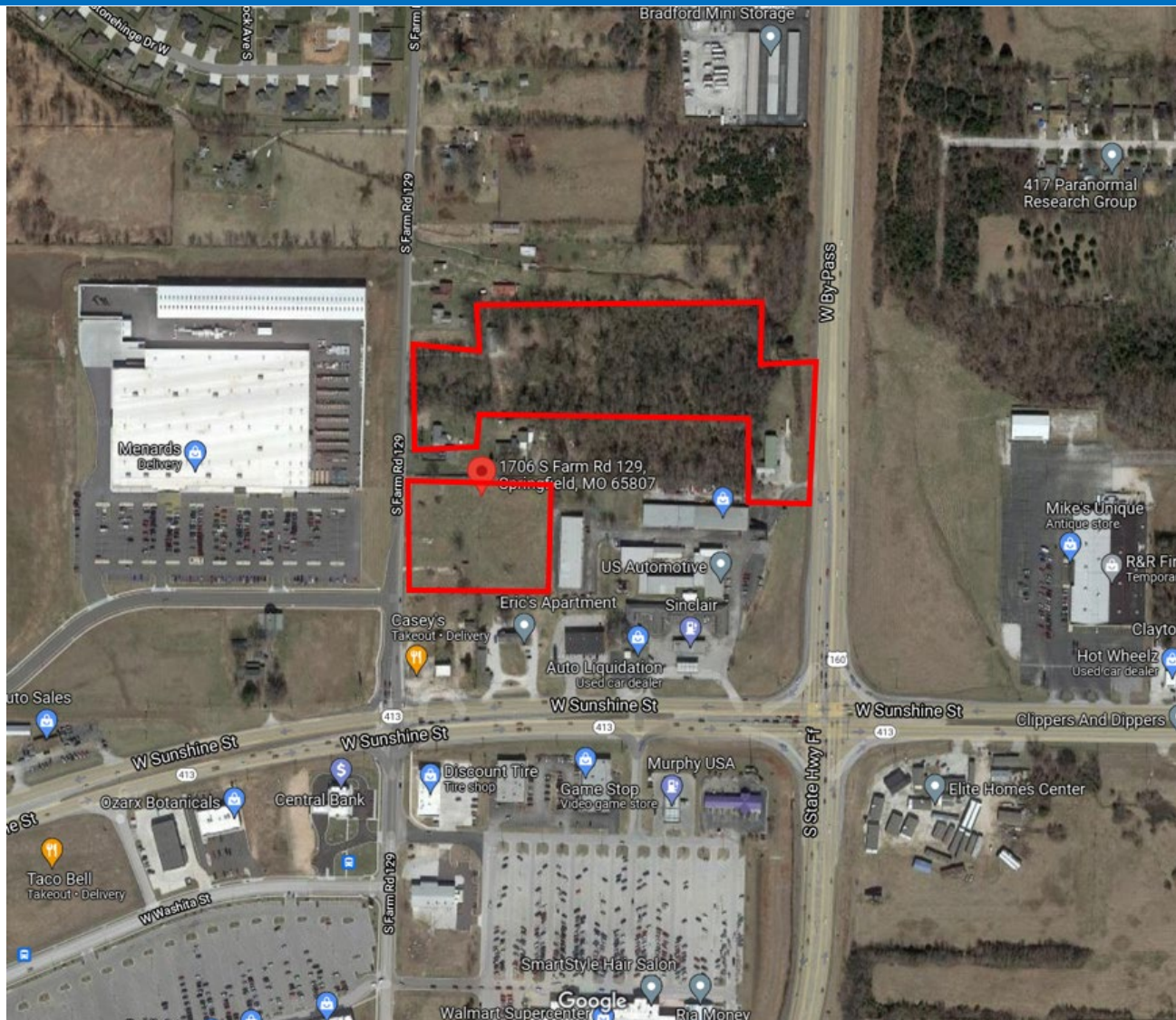
1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports 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 the private properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	County C-2	County C-2	HC w/ COD
LAND USE	Single-family residential	Commercial uses	Commercial uses	Commercial uses

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

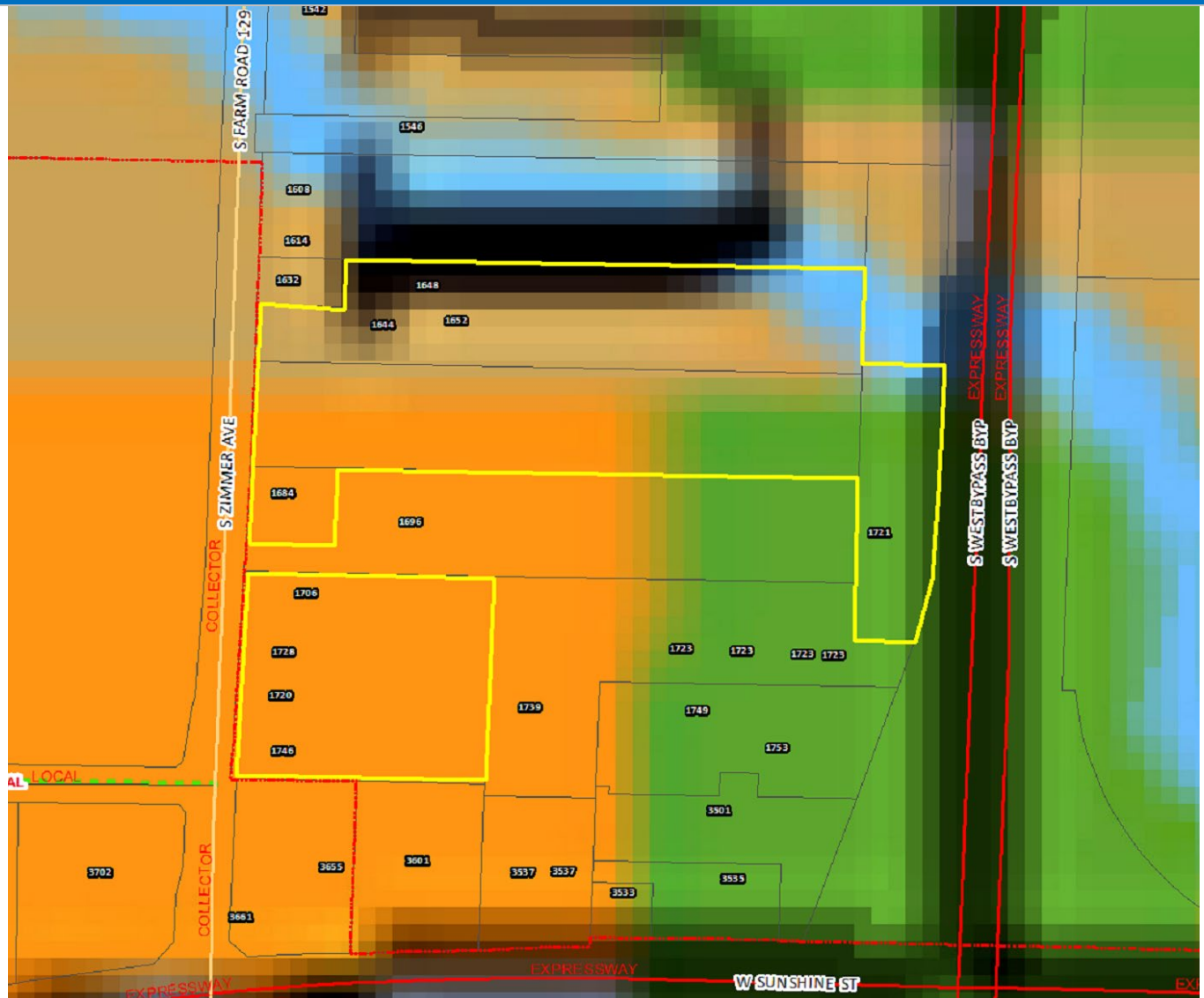


GOOGLE MAPS STREET VIEW:



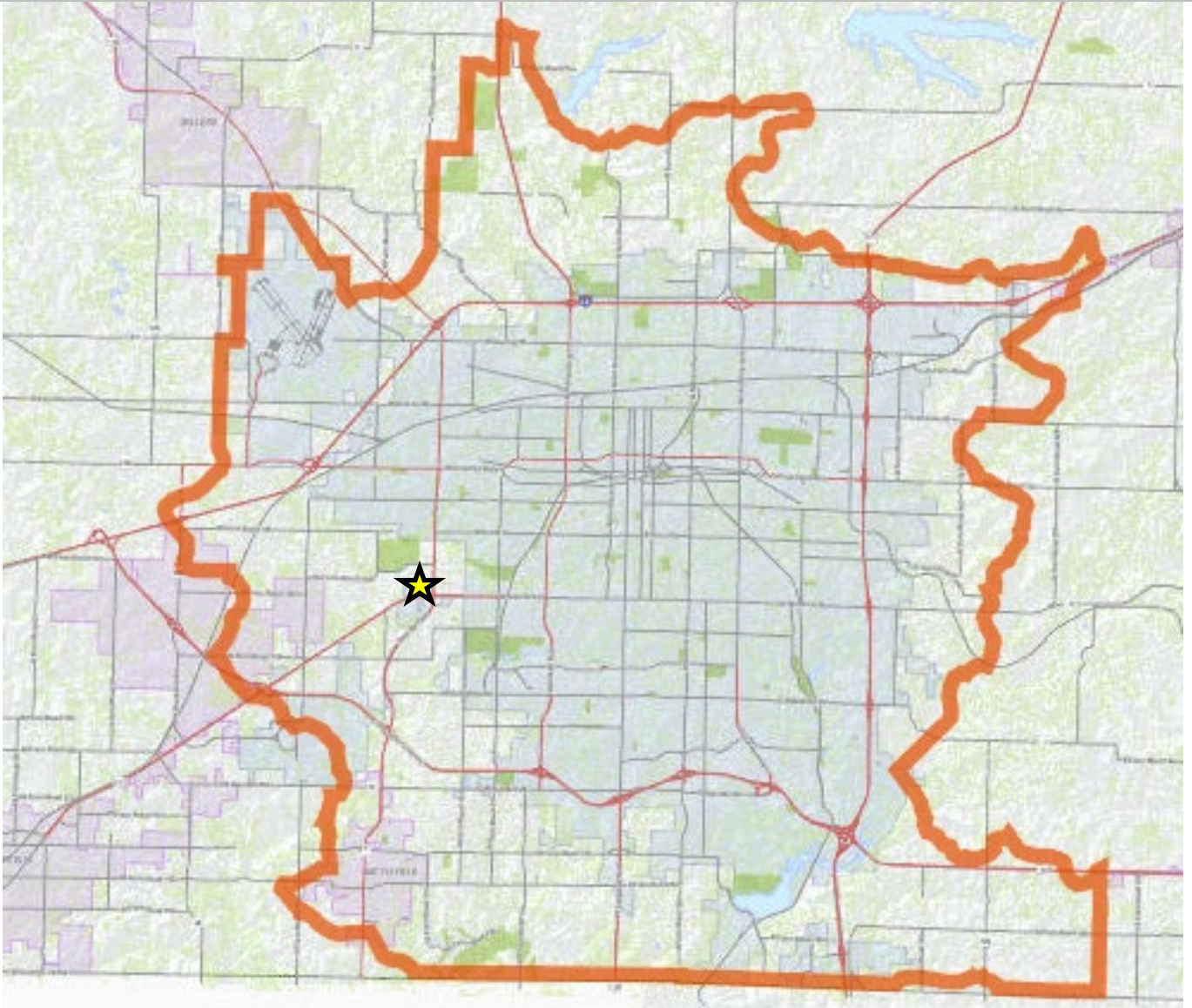
CITY OF
Springfield

GROWTH MANAGEMENT AND LAND USE PLAN:



- | | | |
|---|--|---|
|  Low-Density Housing |  General Industry, Transportation and Utilities |  Greenway |
|  Medium or High Density Housing |  Park |  Parkway |
|  Medium Intensity Retail, Office or Housing |  School |  City Boundary |
|  High Intensity Retail, Office or Housing |  Golf |  Urban Service Area Boundary, Year 2020 |
|  Greater Downtown |  Community-Public |  Urban Reserve Boundary, Year 2040 |
|  Business Park |  Urban Reserve Area | |
|  Light Industrial, Office and Office-Warehouse |  Rural Area | |

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 C-2, General Commercial District and has single-family residences along Zimmer Avenue (Farm Road 129) and a commercial building along West Bypass on it. The annexation is being processed concurrently with a rezoning of the same area 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 Republic have an agreement that this area is within the City of Springfield's Urban Service Area for future annexation.

The southern portion of the subject property 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 portion of the subject property is identified as Medium to High Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County C-2 which allows similar commercial uses as the GR District. It is also located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 11.5 acres of unincorporated property generally located at 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass into the City of Springfield. A rezoning to GR, General Retail District for a new retail and residential development are being processed with this annexation and will have a public hearing at the City Council meeting on November 29th.
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. The proposed annexation area does contain a stream buffer area that will need to be designated on any replat, preliminary plat or final plat or recorded in a stream buffer easement.
5. The proposed annexation contains approximately 0.1 acre of Greene County right-of-way that is immediately adjacent to Zimmer Avenue/Farm Road 129 and the proposed private properties to be annexed. Greene County Highway Department has submitted a signed petition requesting annexation of this right-of-way into the City of Springfield.
6. The proposed annexation area is currently served by the Brookline Fire Protection District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 11 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the annexation.

CITY UTILITIES:

No issues with Annexation. Electric/Gas/Water is available to the properties.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation, although, we have the following comments:

1. 1684 S Zimmer does not have access to public sewer. It will either need to be combined with the larger tracts to the north or public sewer will need to be extended to it.
2. All properties are subject to a \$0.033 per square foot trunkline reimbursement fee when connecting to public sewer. This is based on the area of the property connecting and is typically collected when public improvement fees are paid or when the sewer impact permit fee is paid at the time of development.

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 #8 located at 1405 S Scenic, which is approximately 2.1 miles from the west side of the property. Fire Station #6 located at 2620 W Battlefield, is the secondary station responding to this location, which is 3.2 miles from the west side of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5 mile (ISO diamond) response distance by approximately .6 miles for the 1st due unit. ***This will not have a significant impact on our ISO rating.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of approximately 5 minutes. The 2nd due company has an estimated total response time of approximately 6 minutes 36 seconds. It is probable the standard of coverage benchmark could be met for single company responses but and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1

Development Review Staff Report



Battalion Chief to arrive on scene within approximately 14 minutes. *The department expects that it will be able to meet the initial unit baseline and benchmark, and probable it will meet the baseline and benchmark for the effective response force. This will not impact our accreditation.*

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 8	5 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 8,6,9,1	9-11 minutes	10 minutes 20 seconds	13 minutes 18 seconds

- Water Supply** – Currently there is not adequate water supply to service the proposed area to be annexed. The closest fire hydrant located 600 feet to the south west corner of the area requesting annexation and 1000 feet to the north. Additional hydrants would need to be installed with ongoing development. *The Fire Department does not have any concerns with the water supply for this proposed annexation providing additional required water supply is added as required by the fire code and plans review.*
- Impact** - The Fire Department is unable to estimate the call activity after development occurs because the type of development is unknown, but is expected to be low under its current zoning. *The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.*

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

MODOT COMMENTS:

No comments on annexation itself. Will offer comments on the rezoning.

GREENE COUNTY HIGHWAY COMMENTS:

Greene County Highway is in support of the annexation and will submit a petition for annexation for right of way along Farm Rd. 129 Greene County currently possesses.

POLICE DEPARTMENT COMMENTS:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

This portion of Zimmer Road has already been annexed. Traffic has no issues with the property annexation.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Zimmer Avenue as a Collector roadway and S. West Bypass as an Expressway. The standard right-of-way width for S. Zimmer Avenue is 30-feet from the centerline and 65-feet from the centerline for S. West Bypass. It appears additional right-of-way is not needed along S. Zimmer Avenue or S. West Bypass. 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. This portion of S. Zimmer Avenue is a city-maintained street. S. West Bypass is a MoDOT maintained roadway.

Development Review Staff Report



TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for S. Zimmer Avenue. Traffic counts will be required as part of the Traffic Study at the time of development.

DRIVEWAY ACCESS

There are currently four (4) driveway access point onto the property from S. Zimmer Avenue. Access to this property will be allowed based on existing City of Springfield standards for a Collector. MODOT will determine access to S. West Bypass based on their standards for an expressway at the time of development. Any change in the driveway location or reconstruction of the driveway will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

SIDEWALK

There is not existing sidewalk along the property frontage of S Zimmer Avenue. Sidewalk is required to be constructed at the time of development. There is not existing sidewalk along the property frontage of S. West Bypass. Sidewalk may be required by MODOT at the time of development.

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 S. Zimmer Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

The proposed development is anticipated to create an increase of trip generation of more than 500 trips daily and/or more than 50 trips in the AM/PM peak hours. A traffic impact study will be required to be reviewed and approved. The requirements of the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All public improvements required for the development must be constructed or escrowed prior to approval of the building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline	Required Street ROW from Centerline
				(ft.) (Approx.)	(ft.)
Street 1	S. Zimmer Avenue	Collector	No	Varies	30
Street 2	S. West Bypass	Expressway	No	70	65
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		32	40	384	
*Proposed Trips Generated		128	67	5,760	
Additional Trips Generated		96	496	5,376	

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

Development Review Staff Report



DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Wilsons Creek** 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 **does have a stream buffer on site**.

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

1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the north. A fee in lieu of constructing onsite stormwater detention will not be permitted.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: <https://www.springfieldmo.gov/2120/Resources>.
5. A stream buffer, approximately 60 feet in width, is shown in the northeast corner of the properties. Per Chapter 8, Sec. 4.1.2 the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement.
6. 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	Wilson's Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

Development Review Staff Report



ANNEXATION SCHEDULE:

ATTACHMENT 2 ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	November 1, 2021
City Council public hearing	November 29, 2021
City Council second reading and vote	December 13, 2021

PETITION FROM GREENE COUNTY HIGHWAY DEPARTMENT REQUESTING
ANNEXATION OF COUNTY ROAD RIGHT-OF-WAY TO THE CITY OF SPRINGFIELD,
MISSOURI.

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Springfield, Missouri state and allege as follows:

1. That the property herein described in Exhibit 1 and shown in Exhibit 2 is currently and has been used as county road right-of-way.
2. That the said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Springfield, Missouri.
4. That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Springfield, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That we request the City Council of the City of Springfield to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Springfield to include the above described real estate.

Dated this 8th day of November, 2021.

ADMINISTRATOR GREENE COUNTY HIGHWAY DEPARTMENT



Rick Artman, Administrator Greene County Highway Department

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 8th day of November, 2021, before me personally appeared the Greene County Commission, to me personally known, who being duly sworn, did say that the seal affixed to this instrument was signed and sealed in behalf of said Commission and by its authority acknowledge said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.

JILLIAN N. SANCHEZ
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: August 10, 2024
Commission Number: 12616713

Notary Public

Jillian N. Sanchez

My commission expires:

August 10, 2024

JILLIAN N. SANCHEZ
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: August 10, 2024
Commission Number: 12616713

Exhibit 1

RIGHT-OF-WAY DESCRIPTIONS:

ALL THAT PART OF LOT 5 AND LOT 6 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

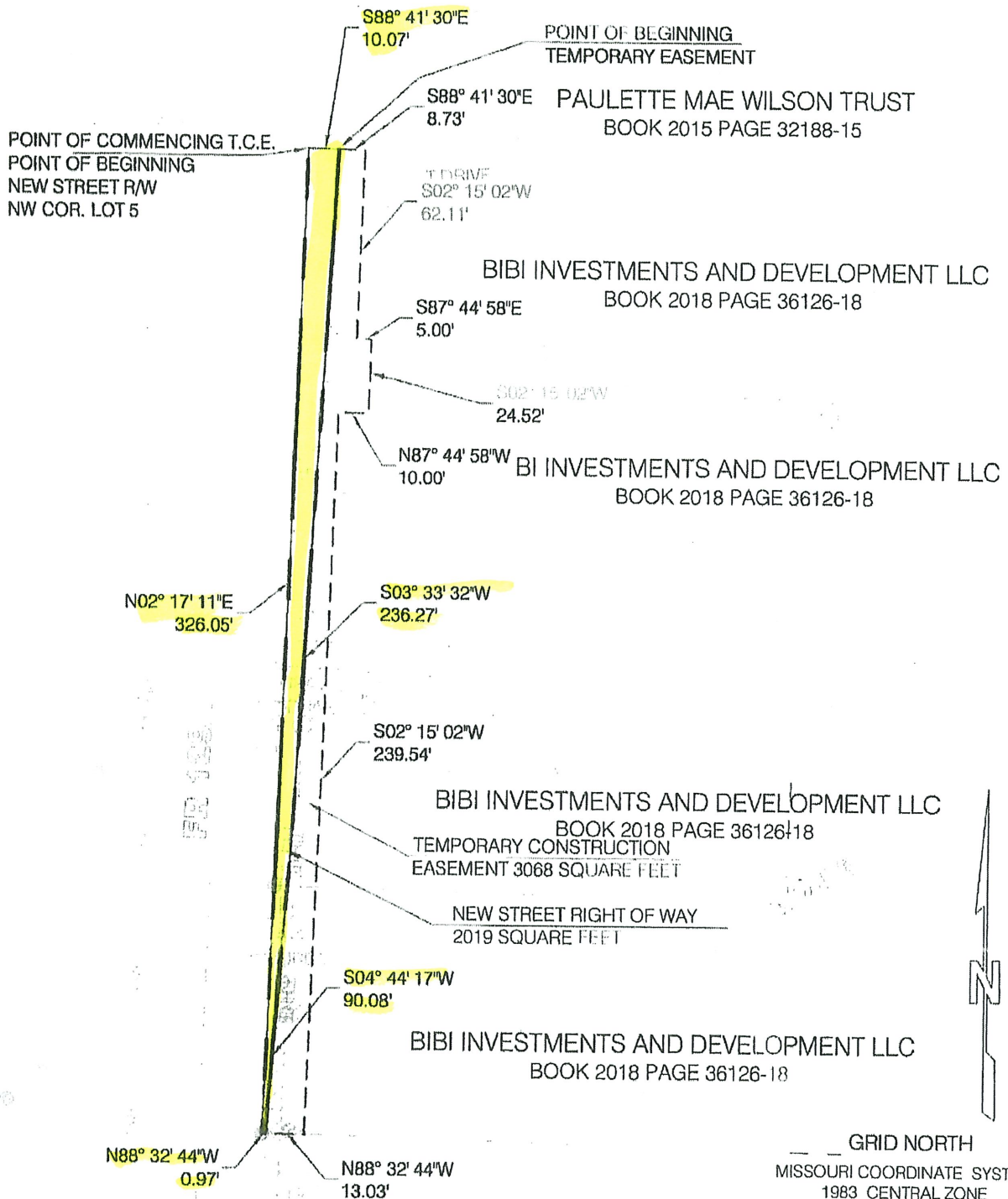
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 88°41'30" EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 10.07 FEET; THENCE SOUTH 03°33'32" WEST, A DISTANCE OF 236.27 FEET; THENCE SOUTH 04°44'17" WEST, A DISTANCE OF 90.08 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 88°32'44" WEST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 0.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 6 AND SAID LOT 5, A DISTANCE OF 326.05 FEET TO THE POINT OF BEGINNING. CONTAINING 2019 SQUARE FEET (AS ILLUSTRATED IN SKETCH EXHIBIT "B-2") AND

ALL THAT PART OF LOT 4 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 88°45'55" EAST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 13.70 FEET; THENCE SOUTH 03°33'32" WEST, A DISTANCE OF 123.10 FEET; THENCE NORTH 88°45'55" WEST, A DISTANCE OF 10.96 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 123.02 FEET TO THE POINT OF BEGINNING. CONTAINING 1517 SQUARE FEET (AS ILLUSTRATED IN SKETCH EXHIBIT "B-3") AND

ALL THAT PART OF LOT 3 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 88°50'19" EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 13.59 FEET; THENCE SOUTH 02°15'02" WEST, A DISTANCE OF 163.04 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 88°45'55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 13.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 163.03 FEET TO THE POINT OF BEGINNING. CONTAINING 2224 SQUARE FEET (AS ILLUSTRATED IN SKETCH EXHIBIT "B-4") AND

ALL THAT PART OF LOT 2 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 02°17'11" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 75.02

FEET TO THE POINT OF BEGINNING; THENCE SOUTH $88^{\circ}54'45''$ EAST, A DISTANCE OF 13.54 FEET; THENCE SOUTH $02^{\circ}15'02''$ WEST, A DISTANCE OF 88.03 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH $88^{\circ}50'19''$ WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 13.59 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH $02^{\circ}17'11''$ EAST, ALONG SAID WEST LINE, A DISTANCE OF 88.01 FEET TO THE POINT OF BEGINNING; CONTAINING 1192 SQUARE FEET (AS ILLUSTRATED IN SKETCH EXHIBIT "B-5")



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY AND A TEMPORARY CONSTRUCTION EASEMENT.

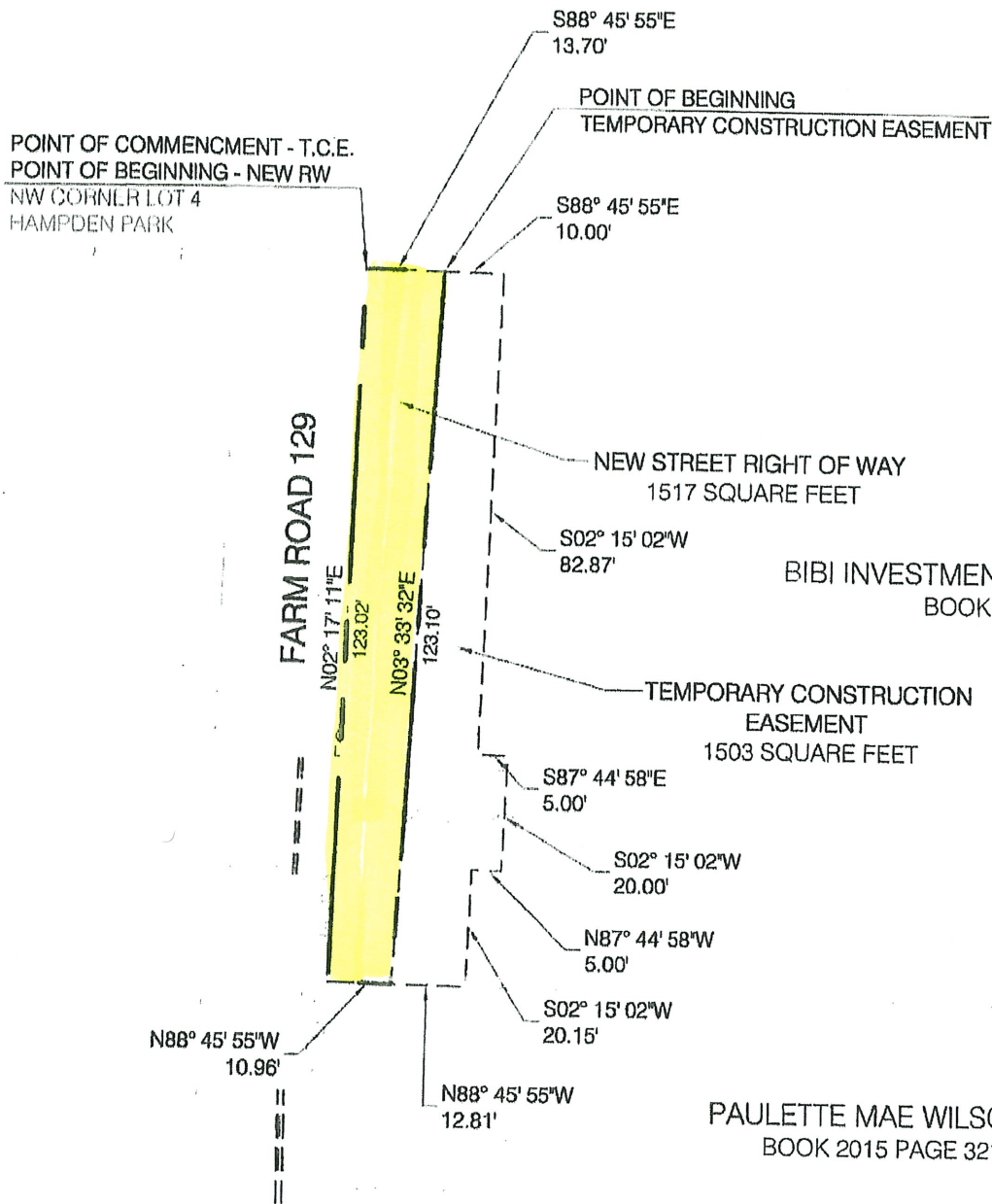
DATE 03/11/19

CJW PROJECT No. 16017

5051 S. National
Suite 7A
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

SKETCH EXHIBIT "B-2"
BIBI INVESTMENTS AND DEVELOPMENT, LLC
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE 1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO
SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY AND
A TEMPORARY CONSTRUCTION EASEMENT

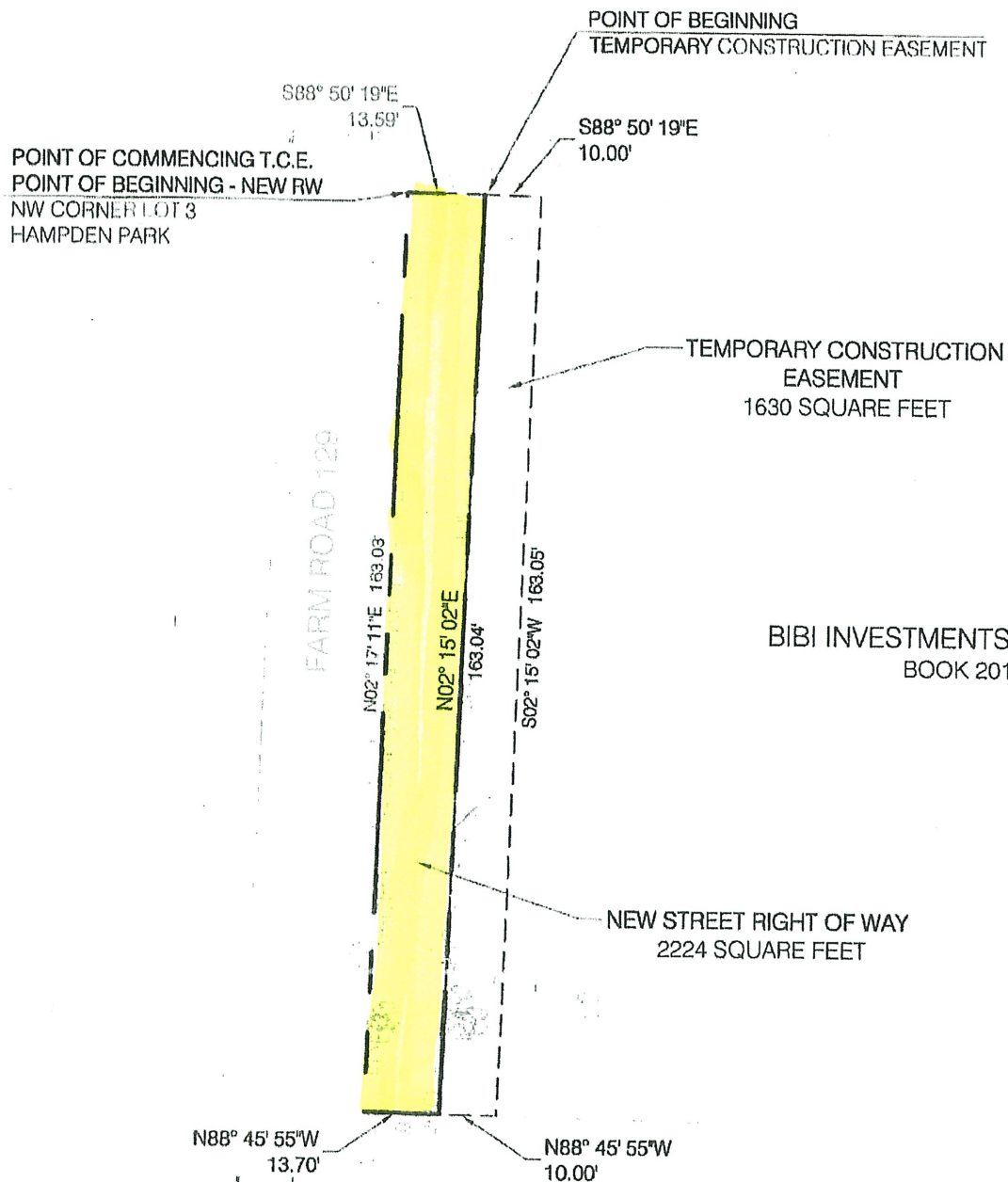
DATE 03/11/19

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SKETCH EXHIBIT "B-3"
BIBI INVESTMENTS AND DEVELOPMENT, LLC
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE 1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003



GRID NORTH

MISSOURI COORDINATE SYSTEM
1983 CENTRAL ZONE
SCALE 1"=30'

THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO
SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY AND
A TEMPORARY CONSTRUCTION EASEMENT

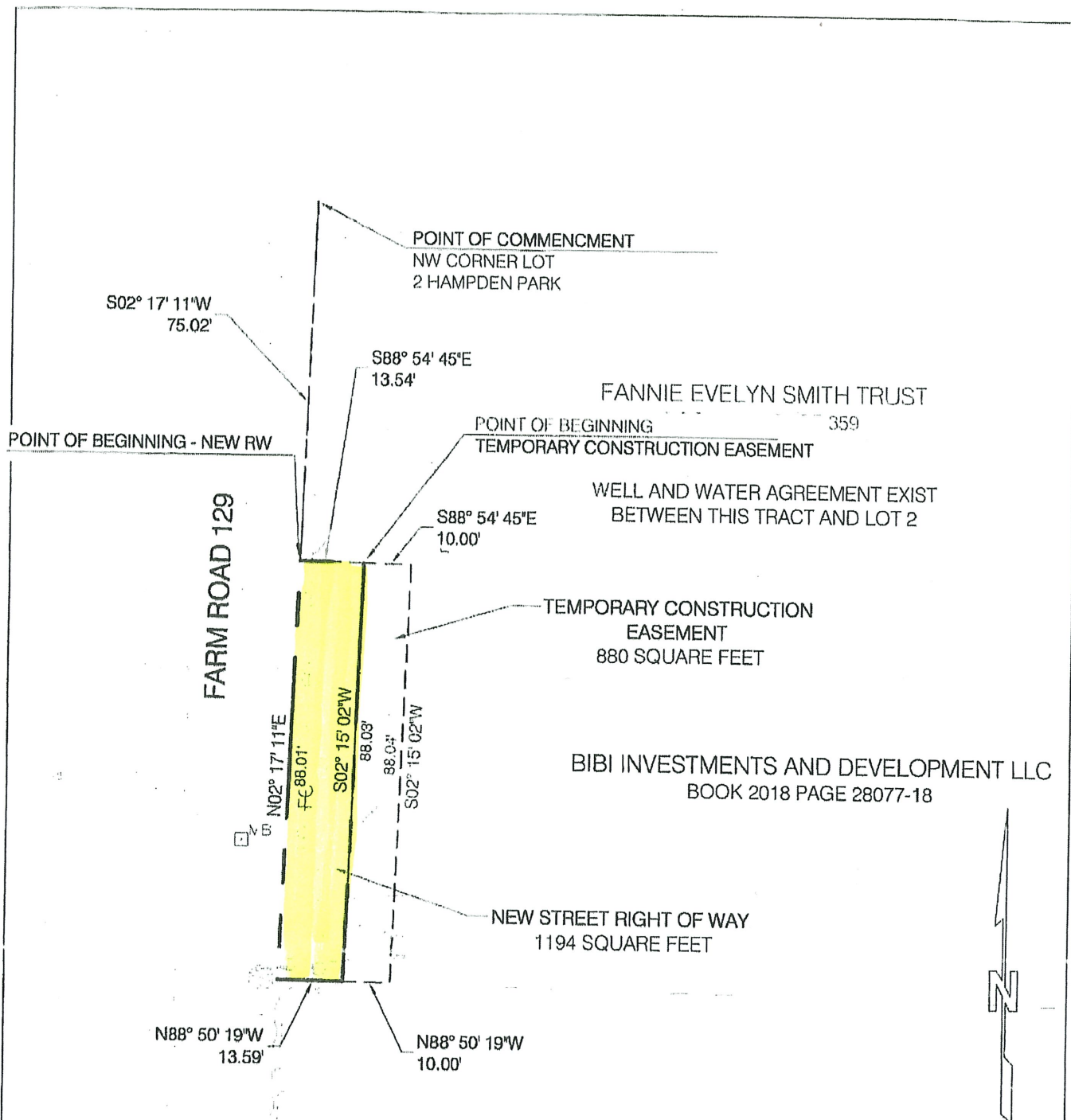
DATE 03/11/19

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SKETCH EXHIBIT "B-4"
BIBI INVESTMENTS AND DEVELOPMENT, LLC
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE 1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO
SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY AND
A TEMPORARY CONSTRUCTION EASEMENT.

MISSOURI COORDINATE SYSTEM
1983 CENTRAL ZONE
SCALE 1"=30'

DATE 03/11/19

CJW PROJECT No. 16017

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Tel: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

SKETCH EXHIBIT "B-5"
BIBI INVESTMENTS AND DEVELOPMENT, LLC
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 11-23-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-300

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 11.5 acres of
3 property generally located at 1644, 1684, and 1706 South Zimmer Avenue
4 (Farm Road 129) and 1721 South West Bypass from County C-2, General
5 Commercial District, to GR, General Retail District; establishing
6 Conditional Overlay District No. 205; and adopting an updated Official
7 Zoning Map. (Staff and Planning and Zoning Commission both
8 recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and
13 1721 South West Bypass from County C-2, General Commercial District, to GR,
14 General Retail District, with Conditional Overlay District No. 205; and
15

16 WHEREAS, Conditional Overlay District No. 205 shall modify the requirements
17 of the Springfield Land Development Code Section 36-421, GR, General Retail District,
18 by requiring that the property described in "Exhibit B" comply with the requirements
19 described in "Exhibit A;" and
20

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

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

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

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The property described in "Exhibit B," which is attached hereto and
37 incorporated herein by this reference, is hereby rezoned from County C-2, General
38 Commercial District, to GR, General Retail District, with Conditional Overlay District No.
39 205. Springfield Land Development Code, Section 36-306, 'Official zoning map and
40 rules for interpretation,' is hereby amended, changed, and modified consistent with this
41 Ordinance.

42
43 Section 2 – City Council hereby establishes Conditional Overlay District No. 205
44 which shall contain the requirements and standards provided in "Exhibit A," which is
45 attached hereto and incorporated herein by this reference as though set forth herein.
46 The requirements of Conditional Overlay District No. 205 shall modify the requirements
47 of the Springfield Land Development Code Section 36-421, HC, General Retail District,
48 by requiring the property described on "Exhibit B" comply with the requirements
49 contained in "Exhibit A."

50
51 Section 3 – City Council hereby directs the City Manager, or designee, to update
52 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
53 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
54 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
55 rules of interpretation.'

56
57 Section 4 – The Official Zoning Map herein adopted shall be maintained and
58 archived in the same digital form in which this Council has approved its adoption.

59
60 Section 5 – This Ordinance shall be in full force and effect from and after
61 passage.

62
63 Passed at meeting: _____

64
65 _____
66 Mayor

67
68 Attest: _____, City Clerk

69
70 Filed as Ordinance: _____

71
72
73 Approved as to form: Jill Burris, Assistant City Attorney

74
75
76 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 300

FILED: 11-23-21

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 11.5 acres of property generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass from County C-2, General Commercial District, to GR, General Retail District and establishing Conditional Overlay District No. 205. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-21-2021/ CONDITIONAL OVERLAY DISTRICT NO. 205

The applicant is proposing to rezone approximately 11.5 acres of property generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass from County C-2, General Commercial District to GR, General Retail District and establishing Conditional Overlay District No. 205. An annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new retail and residential development.

REMARKS:

The Planning and Zoning Commission held a public hearing on November 4, 2021, and recommended to approve, by a vote of 8 to 0.

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

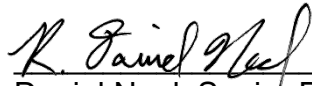
FINDINGS FOR STAFF RECOMMENDATION:

1. The southern portion of the subject property 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 portion of the subject property is identified as Medium to High Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County C-2 which allows similar commercial uses as the GR District. It is also located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.
2. The requested GR, General Retail zoning is consistent with the existing County C-2 zoning district which surrounds these properties to the north, east and south and allows similar commercial uses. The property to the southwest was recently

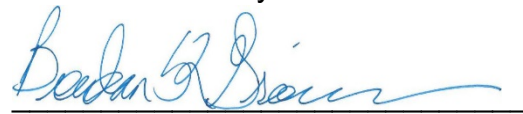
annexed into the City and rezoned to GR for a convenience store and fueling station.

3. A Conditional Overlay District has been submitted to mitigate potential negative impacts of the General Retail District to adjacent properties.

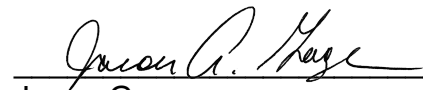
Submitted by:


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-21-2021 & CONDITIONAL OVERLAY DISTRICT NO. 205

The requirements of *Section 36-421* 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 reviewed and approved at the time of development. The requirements of the study shall be incorporated in the site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. 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. The subject properties shall be administratively combined or replatted following the current Subdivision Regulations. Some of the subject properties do not have direct access to public sewer and will need to be combined with the other properties or else will require public sewer extensions to connect to public sewer. When properties connect, they will need to pay \$0.033 per square foot trunkline reimbursement fee for the square footage of each property connecting.
3. The standard right-of-way width for S. Zimmer Avenue is 30-feet from the centerline and 65-feet from the centerline for S. West Bypass. It appears additional right-of-way is not needed along S. Zimmer Avenue or S. West Bypass. 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 limits. Driveway access points will need to be reviewed and modified to meet the minimum spacing requirements along Zimmer Avenue and West Bypass.
4. Sidewalks are required to be constructed along Zimmer Avenue at the time of development. The developer has the option to apply to the ARC to seek approval to pay a fee in lieu of constructing sidewalk if the criteria are met in City Code Section 36-471. If approved, the fee must be paid prior to issuance of a building permit.
5. A stream buffer, approximately 60 feet in width, is shown in the northeast corner of the properties. Per Chapter 8, Sec. 4.1.2, the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement. Alternatively, stream buffers may be dedicated to the City with the City's acceptance.

6. Any change in the driveway location or reconstruction of the driveway on S. West Bypass will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-21-2021 & CONDITIONAL OVERLAY DISTRICT NO. 205

1644 S. Zimmer Avenue (Farm Road 129) - 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. Zimmer Avenue (Farm Road 129) (vacant lot, no address) - All of lot three (3) in Hampden Park subdivision, in Greene County, Missouri.

1684 S. Zimmer Avenue (Farm Road 129) - 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. Zimmer Avenue (Farm Road 129) –

Tract I: All of the north half (N ½) 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 ½) 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 ½) 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 ½) 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.

Except any part previously deeded as perpetual street right-of-way.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-21-2021 & CONDITIONAL OVERLAY DISTRICT NO. 205
Planning and Zoning Commission – November 4, 2021

Z-21-2021 w/COD #205

1644, 1684 & 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass

Applicant: Bibi Investments & Development, LLC

Mr. Hosmer states that this is a request to rezone approximately 11.5 acres of property generally located at 1644, 1684 & 1706 Zimmer Avenue and 1721 West Bypass from County C-2, General Commercial District to GR, General Retail District and establishing Conditional Overlay District No. 205. The Comprehensive Plan identifies north as Medium to High Density Housing and south as Medium Intensity Retail, Office, or Housing. The property is currently zoned C-2 General Commercial District in the County. GR has similar uses. The Transportation Plan classifies Zimmer as a Collector roadway. A Traffic Impact Study required at time of development. The property is not located in a FEMA designated floodplain or sinkhole area. There is a stream buffer area on northeast side and on-site stormwater detention will be required. There is an annexation request at City Council.

The proposed Conditional Overlay District will:

- Require a Traffic Study at the time of development to Mo DOT and City,
- Subdivision to replat/combine property,
- May need additional ROW,
- Sidewalk along Zimmer,
- Sewer connection fee,
- Stream buffer easement, and
- Meet driveway standards.

Staff recommends approval.

Mr. Colony asked about the house and property located at 1696 South Zimmer Avenue (Farm Road 129) and if it is in the annexation request or will it remain outside of city limits or will there be any attempt to combine the properties.

Mr. Hosmer stated that it not part of the annexation or rezoning.

Mr. Jobe asked about the density from the County's C2 zoning to the City 's General Retail zoning.

Mr. Hosmer noted that it is very similar in the density requirements and they wanted to make sure that the zoning (present to proposed) matches as close as possible.

Mr. Doennig opened the public hearing.

Mr. Aaron Hargrave, 3213 S. West Bypass and here to answer any questions.

Mr. Colony asked if there any intent to combine the properties.

Mr. Hargrave noted that they cannot combine the properties as they do not touch with each other.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-21-2021 w/COD #205 (1644, 1684 & 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, and Broekhoven. Nays: None. Abstain: None. Absent: Lebeck.

A handwritten signature in black ink, appearing to read "Bob Hosmer", is enclosed in a rectangular box. The signature is fluid and cursive.

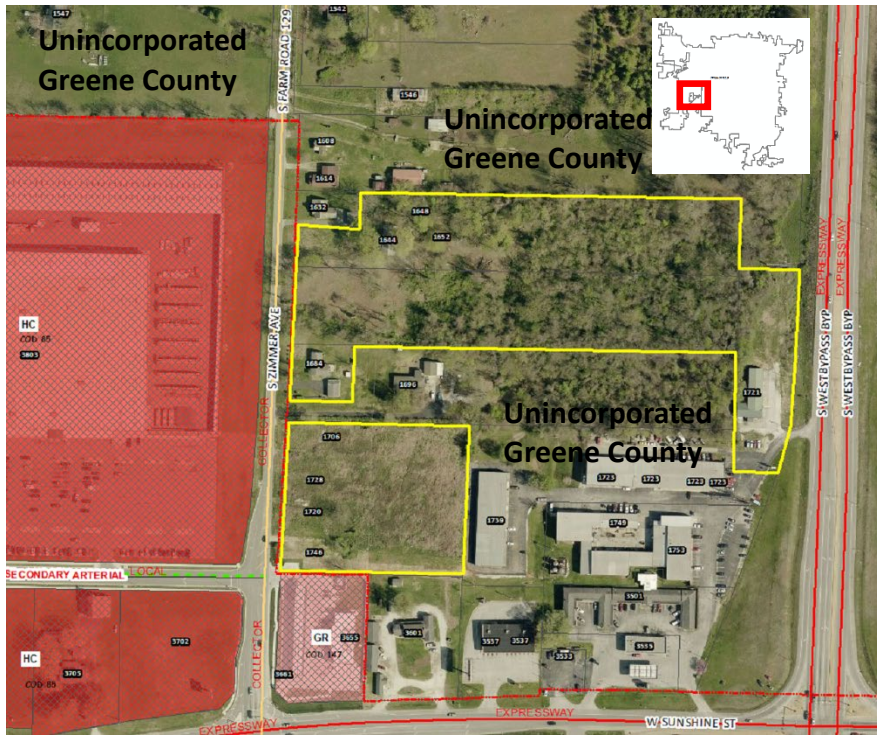
Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

November 4, 2021

November 29, 2021

CASE: Z-21-2021 w/COD #205**ACRES:** Approximately 11.5 acres**LOCATION:** 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass**EXISTING LAND USE:** Single-family residence and vacant/undeveloped land**APPLICANT:** Bibi Investments & Development, LLC**STAFF:** Daniel Neal, Senior Planner
417-864-1036**STAFF RECOMMENDATIONS:**
Approve w/Conditions**PROPOSED MOTION:** Move to recommend approval 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 11.5 acres of property generally located at 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass from County C-2, General Commercial District to GR, General Retail District and establishing Conditional Overlay District No. 205.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The southern portion of the subject property 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 portion of the subject property is identified as Medium to High Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County C-2 which allows similar commercial uses as the GR District. It is also located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.
2. The requested GR, General Retail zoning is consistent with the existing County C-2 zoning district which surrounds these properties to the north, east and south and allows similar commercial uses. The property to the southwest was recently annexed into the City and rezoned to GR for a convenience store and fueling station.
3. A Conditional Overlay District has been submitted to mitigate potential negative impacts of the General Retail District to adjacent properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	County C-2	County C-2	HC w/ COD
LAND USE	Single-family residential	Commercial uses	Commercial uses	Commercial uses

Development Review Staff Report

SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



Development Review Staff Report

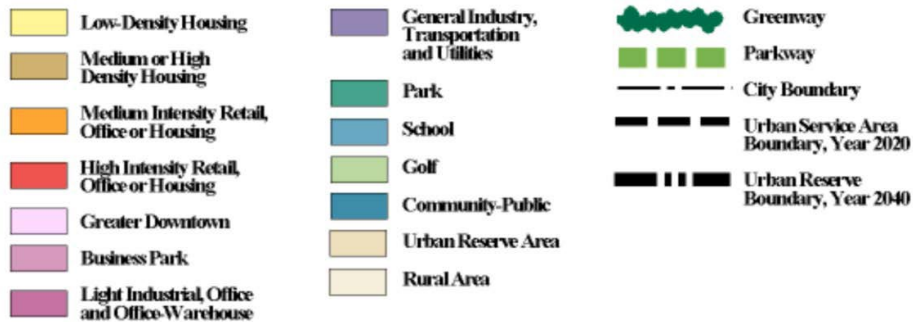
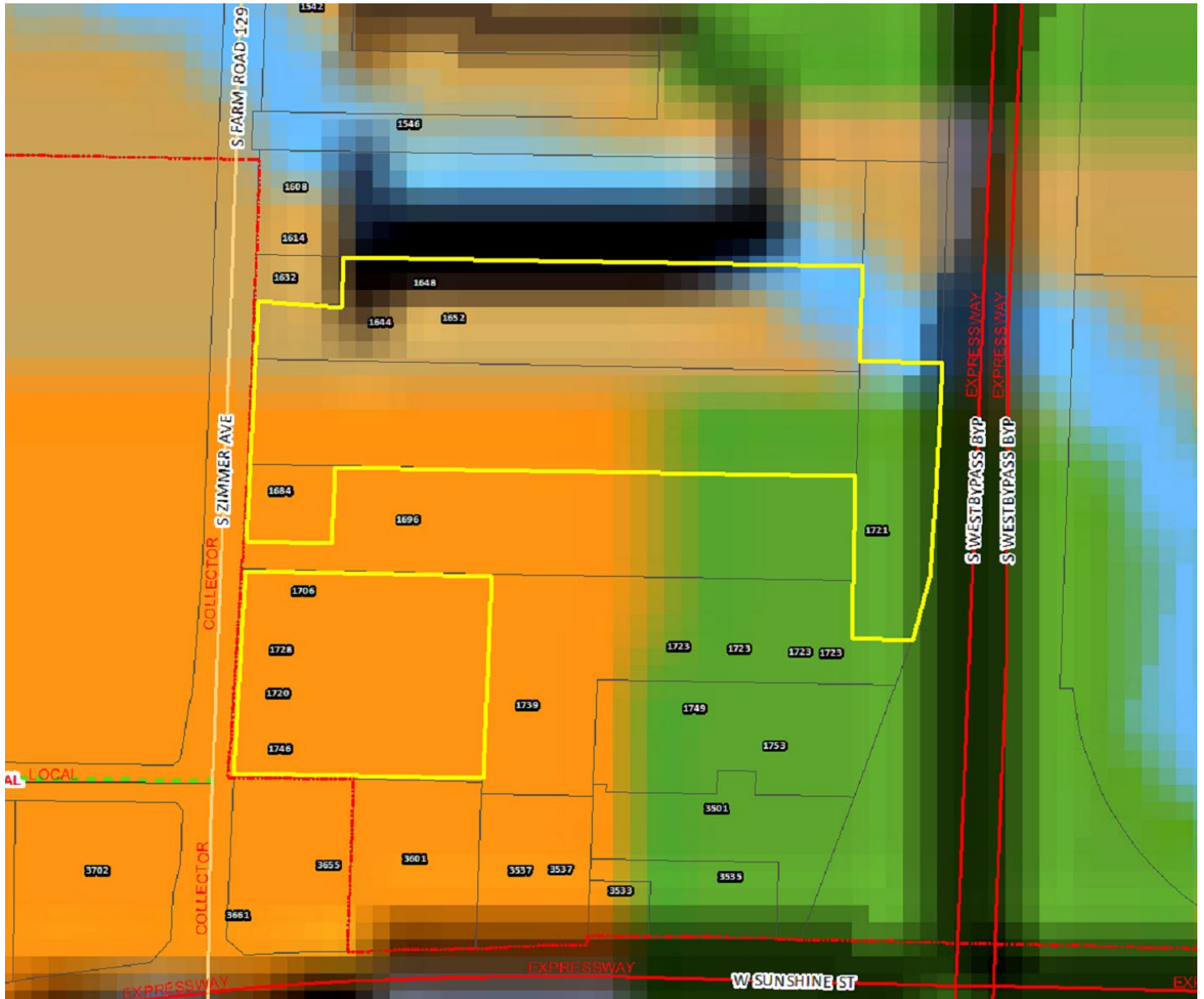


GOOGLE MAPS STREET VIEW:



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 C-2, General Commercial District. The rezoning is being processed concurrently with an annexation of 11.5 acres along Zimmer Avenue (Farm Road 129) and will have a public hearing during the same City Council meetings.

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 GR
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
These properties are completely surrounded by County and City commercial zoning districts so no bulk plane would apply.	These properties are completely surrounded by County and City commercial zoning districts so no bufferyard would apply.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The southern portion of the subject property 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 portion of the subject property is identified as Medium to High Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County C-2 which allows similar commercial uses as the GR District. It is also located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 11.5 acres of property generally located at 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass from County C-2, General Commercial District to GR, General Retail District and establishing Conditional Overlay District No. 205. An annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new retail and residential development. The GR District allows for mixed-use developments.

Development Review Staff Report



2. The uses within the GR district are consistent with current uses allowed on these properties. The current zoning of Greene County C-2, General Commercial District, allows similar commercial uses to the GR, General Retail District. All of the surrounding properties are zoned commercially (HC or GR) in the City or C-2, General Commercial District in the County. There are existing residential uses to the north, but they can be used commercially in the County at any time.
3. The proposed General Retail zoning district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. The General Retail district is intended for commercial uses that provide community-wide personal and business services, shopping centers and specialty shops. This district is also intended for on-site production of handcrafted items in conjunction with retail sales. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets. These properties are located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.
4. A Conditional Overlay District has been submitted to mitigate any potential impacts of the GR zoning. The requirements of the COD include a Traffic Impact Study to be submitted at the time of development and approved by Public Works and MODOT. 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 Zimmer Avenue or West Bypass shall be provided at the time of platting or development. Sidewalks are required to be constructed along the property frontage of Zimmer Avenue/West Bypass or a fee-in-lieu approval by the Administrative Review Committee. The subject properties shall be administratively combined or replatted following the current Subdivision Regulations. Some of the subject properties do not have direct access to public sewer and will need to be combined with the other properties or else will require public sewer extensions to connect to public sewer.
5. The COD, includes a stream buffer requirement of approximately 60 feet in width, as shown in the northeast corner of the properties at 1644 S. Zimmer Avenue and 1721 S. West Bypass. Per Chapter 8, Sec. 4.1.2 the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement.
6. The proposed development is anticipated to create an increase of trip generation of more than 500 trips daily and/or more than 50 trips in the AM/PM peak hours. A traffic impact study will be required to be reviewed and approved. The requirements of the study shall be incorporated in the site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All public improvements required for the development must be constructed or escrowed prior to approval of the building permit.
7. Bufferyards or bulk planes are not required next to the adjacent properties to the north, east and south in unincorporated Greene County because they are currently zoned C-2, General Commercial District, which is comparable to the proposed GR, General Retail District.
8. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on October 13, 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: 11

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. 1684 & 1706-1746 do not have direct access to public sewer and will need to be combined with the other properties or else will require public sewer extensions to connect to public sewer. When properties do connect, they will need to pay \$0.033 per square foot trunkline reimbursement fee for the square footage of each property connecting.
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:

Installation of fire hydrants & fire access lanes shall comply with 2018 IFC when developed.

CITY UTILITIES:

City Utilities has no issues with the proposed rezoning.

MISSOURI DEPARTMENT OF TRANSPORTATION:

Any change in the driveway location or reconstruction of the driveway will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Wilsons Creek** 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 **does have a stream buffer on site**.

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

1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the north. A fee in lieu of constructing onsite stormwater detention will not be permitted.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: <https://www.springfieldmo.gov/2120/Resources>.

Development Review Staff Report



5. A stream buffer, approximately 60 feet in width, is shown in the northeast corner of the properties. Per Chapter 8, Sec. 4.1.2 the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement.
6. 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	Wilson's Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Zimmer Avenue as a Collector roadway and S. West Bypass as an Expressway. The standard right-of-way width for S. Zimmer Avenue is 30-feet from the centerline and 65-feet from the centerline for S. West Bypass. It appears additional right-of-way is not needed along S. Zimmer Avenue or S. West Bypass. 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. This portion of S. Zimmer Avenue is a city-maintained street. S. West Bypass is a MoDOT maintained roadway.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for S. Zimmer Avenue. Traffic counts will be required as part of the Traffic Study at the time of development.

DRIVEWAY ACCESS

There are currently four (4) driveway access point onto the property from S. Zimmer Avenue. Access to this property will be allowed based on existing City of Springfield standards for a Collector. MODOT will determine access to S. West Bypass based on their standards for an expressway at the time of development. Any change in the driveway location or reconstruction of the driveway will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

SIDEWALK

There is not existing sidewalk along the property frontage of S Zimmer Avenue. Sidewalk is required to be constructed at the time of development. There is not existing sidewalk along the property frontage of S. West Bypass. Sidewalk may be required by MODOT at the time of development.

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 S. Zimmer Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

The proposed development is anticipated to create an increase of trip generation of more than 500 trips daily and/or more than 50 trips in the AM/PM peak hours. A traffic impact study will be required to be reviewed and approved. The requirements of the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All public improvements required for the development must be constructed or escrowed prior to approval of the building permit.

Development Review Staff Report



TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline	Required Street ROW from Centerline
				(ft.) (Approx.)	(ft.)
Street 1	S. Zimmer Avenue	Collector	No	Varies	30
Street 2	S. West Bypass	Expressway	No	70	65
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		32	40	384	
*Proposed Trips Generated		128	67	5,760	
Additional Trips Generated		96	496	5,376	

*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-21-2021 & CONDITIONAL OVERLAY DISTRICT NO. 205

The requirements of Section 36-421. 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 reviewed and approved at the time of development. The requirements of the study shall be incorporated in the site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. 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. The subject properties shall be administratively combined or replatted following the current Subdivision Regulations. Some of the subject properties do not have direct access to public sewer and will need to be combined with the other properties or else will require public sewer extensions to connect to public sewer. When properties connect, they will need to pay \$0.033 per square foot trunkline reimbursement fee for the square footage of each property connecting.
3. The standard right-of-way width for S. Zimmer Avenue is 30-feet from the centerline and 65-feet from the centerline for S. West Bypass. It appears additional right-of-way is not needed along S. Zimmer Avenue or S. West Bypass. 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 limits. Driveway access points will need to be reviewed and modified to meet the minimum spacing requirements along Zimmer Avenue and West Bypass.
4. Sidewalks are required to be constructed along Zimmer Avenue at the time of development. The developer has the option to apply to the ARC to seek approval to pay a fee in lieu of constructing sidewalk if the criteria are met in City Code Section 36-471. If approved, the fee must be paid prior to issuance of a building permit.

Development Review Staff Report



5. A stream buffer, approximately 60 feet in width, is shown in the northeast corner of the properties. Per Chapter 8, Sec. 4.1.2, the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement. Alternatively, stream buffers may be dedicated to the City with the City's acceptance.
6. Any change in the driveway location or reconstruction of the driveway on S. West Bypass will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: C-2 to GR
(existing zoning) (proposed zoning)
2. Meeting Date & Time: Wednesday, October 13, 2021 from 4:00-6:30pm
3. Meeting Location: Fire Station #8
4. Number of invitations that were sent: 45
5. How the mailing list was generated: The City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 6
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See attached

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

None received.

I, Wesley Weimer (print name), attest that the neighborhood meeting was held on October 13, 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]
Signature of person completing affidavit

Wesley Weimer
Printed name of person completing affidavit

As a group of those attending the following verbal questions and comments were received during the meeting.

1. Question: Are all neighboring properties going to annexed?

Response: Only the properties owned by the developer will be annexed at this time.

2. Question: Can we object to this? Or is it a done deal?

Response: No this is not a done deal. City Council has to vote on this and they will be aware of neighbor's questions and concerns. Citizens can still express their concerns either in person at the meeting or write in comments.

3. Question: When is the City Council meeting?

Response: The next meeting is Nov 4. You will receive another mailed notice of this meeting.

4. Comment: No mail service is currently occurring on Farm Rd 129 due to roadwork. Concern was expressed for receiving the next notice and it was a burden to receive the notice for this meeting (neighborhood)

5. Concerns were expressed over the integrity of the developer.

6. Question: What will be the address? Farm Rd? or Zimmer?

Response: Not sure at this time. City will determine a 911 address at a later time.

7. Question: Will neighboring properties still be allowed uses permitted by the County (ie. Horses on property)

Response: Neighboring properties that are currently in the County will continue to be in the County. Whatever uses are currently allowed will continue to be allowed.

8. Question: What is the proposed use for the properties?

Response: Developer currently doesn't have a final plan, but is considering multilevel building with retail stores on the bottom and residential above.

9. Question: Why are we just now hearing about this? (Original boundary survey was done in 2018)

Response: Now that the developer is getting these properties re-zoned, he has to notify neighbors of the change. This change is what triggered this meeting.

10. Question: What is the cost to connect to City water & sewer?

Response: Unsure of the cost.

Response by neighboring citizen: The City's connection rate is high in this area

11. Comment: The City has torn up properties installing sewer in this area.

12. Comment: Concern was expressed that the City was aggressively incorporating this area and not listening to the individuals living in this area.

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 11-23-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-301

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 457 for the purpose of permitting an
2 automobile washing business to operate as a conditional use within
3 the GR – General Retail District, generally located at 211 West
4 Battlefield Road. (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 November 4, 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. 457 for the property generally located at 211 West
16 Battlefield Road 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. 457; 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 211 West Battlefield Road.
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. 457 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. 457 is granted for the purpose of
33 permitting an automotive 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 211 West Battlefield Road.

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 457” 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 Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-301

FILED: 11-23-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an automobile washing business as a Conditional Use Permit within a GR, General Retail District generally located at 211 West Battlefield Road. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 457

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 457 in a manner consistent with the attached site plan (Exhibit D - Attachment 5).

FINDINGS FOR STAFF RECOMMENDATION:

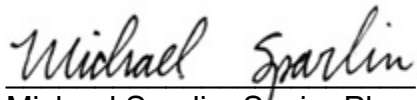
1. This application meets the approval standards for a Conditional Use Permit (Exhibit D - Attachment 3).
2. Approval of this application is subject to the Requirements for Approval (Exhibit D - Attachment 2) and site plan (Exhibit D - Attachment 5).
3. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on November 4, 2021, and recommended approval, by a vote of 8 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

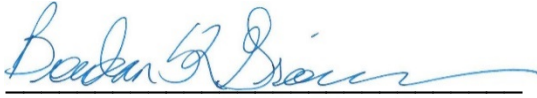
The Planning and Development staff recommends the application be approved with the conditions (see attached Exhibit A).

Submitted by:



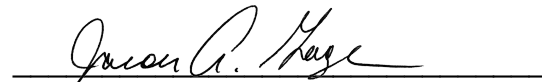
Michael Sparlin, Senior Planner

Recommended by:



Brendan Griesemer,
Acting Director, AICP

Approved by:



Jason Gage,
City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 457

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 457

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 457

1. An automobile washing business is permitted in conformance with Exhibit D - Attachment 5.
2. The automobile washing business shall comply with all the standards listed in Exhibit D - Attachment 3.
3. Per City Code Section 98, any modifications to an existing driveway shall comply with all Sections of the Public Works Design Standards, Technical Specs., and Standard ST-9. This includes removal of any driveways shown on the site plan that are not in compliance with driveway spacing as applicable.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 457

BEGINNING AT A POINT 75 FEET EAST OF THE EAST LINE OF SOUTHGATE FIRST ADDITION, SAID POINT ALSO BEGINNING ON THE NORTH RIGHT-OF-WAY LINE OF BATTLEFIELD ROAD AS IT NOW EXISTS, THENCE NORTH PARALLEL WITH THE EAST LINE OF SOUTHGATE FIRST ADDITION, A DISTANCE OF 250 FEET; THENCE EAST PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF BATTLEFIELD ROAD, A DISTANCE OF 150 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SOUTHGATE FIRST ADDITION, A DISTANCE OF 250 FEET TO THE SAID NORTH RIGHT-OF-WAY LINE OF BATTLEFIELD ROAD; THENCE WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 457

Planning and Zoning Commission – November 4, 2021

Conditional Use Permit 457

211 West Battlefield Road

Applicant: Choong Properties, LLC

Mr. Hosmer states that this is a request to permit an automobile washing business as a Conditional Use Permit within a GR, General Retail District generally located at 211 West Battlefield Road. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, or Housing. The Transportation Plan classifies Battlefield as a Primary Arterial roadway and a Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area and on-site stormwater detention will be required. The CUP will allow a car wash in compliance with the approved site plan. Driveways must comply with PW Design Standards. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Aaron Hargrave, 3213 S. West Bypass and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Conditional Use Permit 457 (211 West Battlefield Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, and Broekhoven. Nays: None. Abstain: None. Absent: Lebeck.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

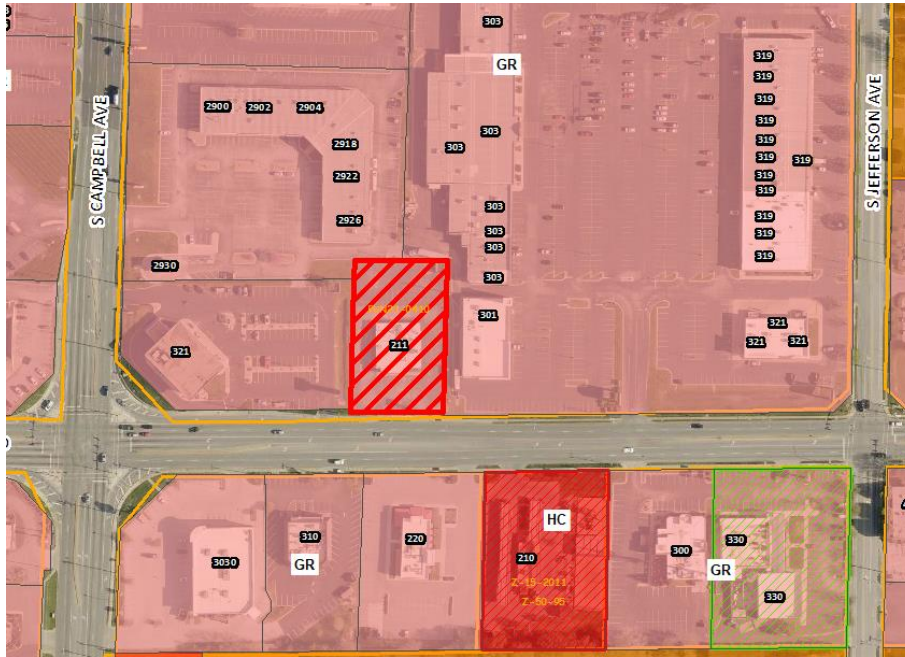


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

NOVEMBER 4, 2021

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 29, 2021



CASE NUMBER:

Conditional Use Permit 457

LOCATION: 211 West Battlefield Road

ACRES: Approximately 0.86 acres

EXISTING LAND USE: Vacant restaurant

APPLICANT: Choong Properties LLC

STAFF: Michael Sparlin, Senior Planner

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

I move to recommend approval of the CUP and staff report as the findings of fact. 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 211 West Battlefield Road.

FINDINGS FOR STAFF RECOMMENDATION:

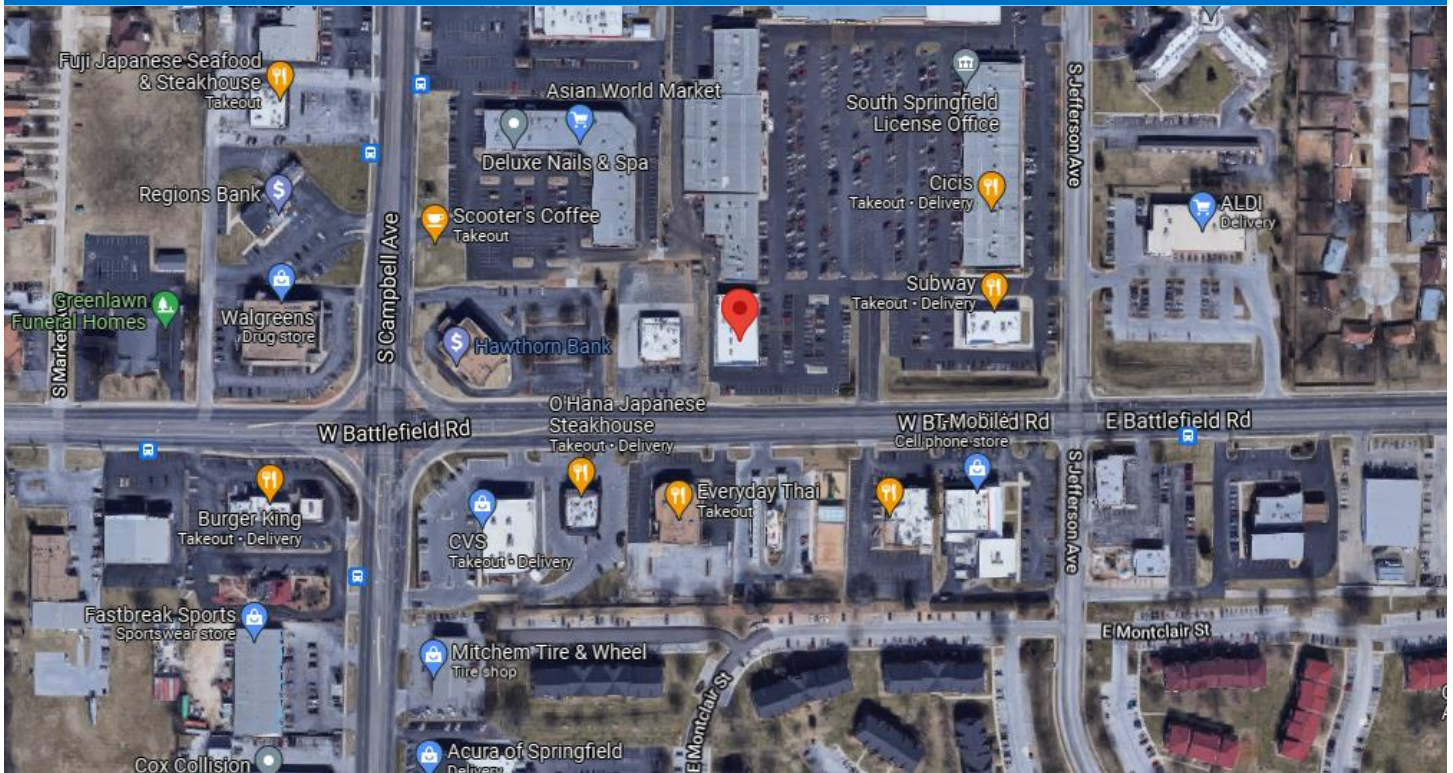
1. This application meets the approval standards for a Conditional Use Permit (Attachment 3).
2. Approval of this application is subject to the Requirements for Approval (Attachment 2) and site plan (Attachment 5).
3. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	GR	GR	GR
LAND USE	Commercial Shopping Center	Restaurant	Commercial Shopping Center	Commercial uses

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



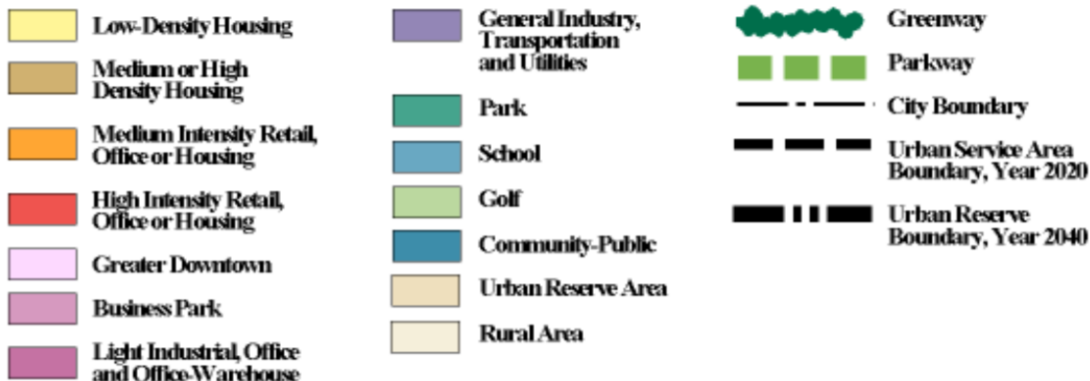
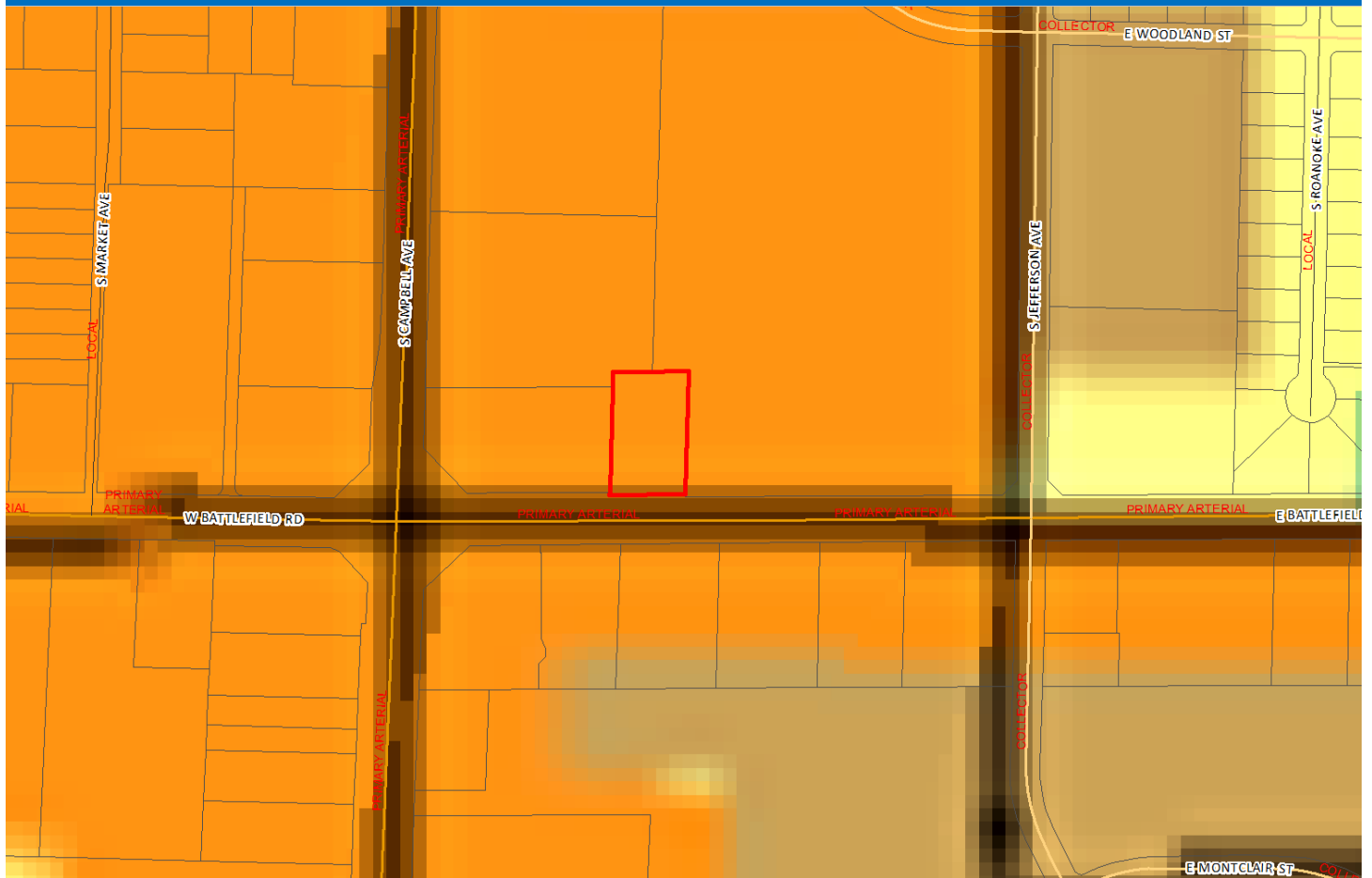
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property 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. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors. 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 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.
4. 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 October 14, 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: 7 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1
CONDITIONAL USE PERMIT 457

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 TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Battlefield Road as a Primary Arterial roadway. The standard right-of-way width for W. Battlefield Road is 50-feet from the centerline. It appears no additional right-of-way is needed along W. Battlefield Road. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be built within the required right of way. W. Battlefield Road is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Battlefield Road is 34,985 vehicles per day. On-street parking is not allowed along W. Battlefield Road.

DRIVEWAY ACCESS

There is currently two driveway access points onto the property from W. Battlefield Road. The existing driveway approaches do not meet the current spacing requirement for a Primary Arterial set forth in City Code Chapter 98. If any modification takes place either of these approaches, one would be required to be closed. No additional access is allowed.

SIDEWALK

There is existing sidewalk along the property frontage of W. Battlefield Road. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one eastbound bus stop located across the street from this property. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

Development Review Staff Report



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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Battlefield Road	Primary Arterial	No	50	50
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		4	47	503	
*Proposed Trips Generated		N/A	78	N/A	
Additional Trips Generated		0	31	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 COMMENTS:

The property is in the **Inman Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**. The proposed development will increase the amount of green space on the property. The property **is not in a stream buffer area**.

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 457

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. Per City Code Section 98, any modifications to an existing driveway shall comply with all Sections of the Public Works Design Standards, Technical Specs., and Standard ST-9. This includes removal of any driveways shown on the site plan that are not in compliance with driveway spacing as applicable.
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 457

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 between the Sunshine & Campbell Activity center and the Campbell & James River Freeway Activity centers.	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 W Battlefield Road and the proposed access will not be relocated and there are no additional access points to Battlefield Road 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 W Battlefield Road 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 on-site should be at or close to the existing noise levels in the area created by the traffic on Battlefield. The blowers at the exit of the car wash have a noise	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:
	level of ~70dB at 50 ft. Beyond that distance, the tunnel blower noise blends into the surrounding noise and is not very noticeable. The adjacent buildings to the east and west are ~65 ft and ~295 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 on-site vacuum units will have the central vacuum units located in block structures ~70 ft from the nearest building. The normal hours of operation are 7am - 8pm, so there will be no impacts to any neighbors in the	
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 surrounding properties are all developed commercial properties with similar hours of operation. 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	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 Battlefield will be removed and replaced with a monument sign near the SE 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.
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. Battlefield Road is classified as a Primary Arterial with 4 travel lanes, a center turn lane, and a right of way of 90 feet in this area. This is suitable for the proposed	Battlefield Road pavement width is adequate to handle increased traffic volume.

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:
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 all sides by commercial developments. The proposed improvements will be constructed per City of Springfield standards and will not adversely affect the commercial properties.	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 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 the vacuum enclosures. Landscaping and screening will conform with City of Springfield zoning requirements.	The standards of the Zoning Ordinance adequately address these issues. The subject property is located in an area of commercial uses and is not anticipated to dominate the immediate vicinity or to interfere with the development and use of neighboring properties.
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 site is currently developed with the majority of the site covered by building and parking lot. The proposed site will slightly increase the amount of pervious/landscaped area	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.	No. There are no significant natural topographic or physical features on the site. The site is currently developed with the majority of the site covered by building and parking lot.	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 is required to comply with applicable regulations with regard to lot size, bulk regulations, use limitations and performance 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:
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 two existing accesses to Battlefield Road and these access locations 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, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	Yes. All public utilities are available at the site. Stormwater runoff will be decreased by the proposed development due to the increase of grass/landscaped areas on site.	This property is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 211 W Battlefield Road
2. Meeting Date & Time: October 14, 2021
3. Meeting Location: Redeemer Lutheran Church - 2852 S. Dayton Ave
4. Number of invitations that were sent: 35
5. How was the mailing list generated: Provided by Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): 0
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.)

None Received

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

None Received

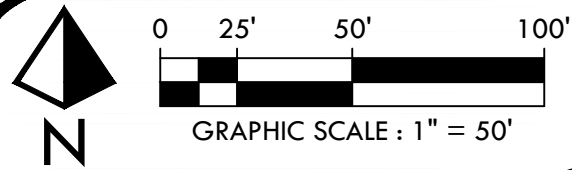
I, Aaron Hargrave (*print name*), attest that the neighborhood meeting was held on 10/15/2021 (*month/date/year*), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Aaron T. Hargrave

Signature of person completing affidavit

Aaron T. Hargrave

Printed name of person completing affidavit



Minimum yard requirements (additional bufferyard may be required by subsection 36-421(8)):

Front yard: 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.

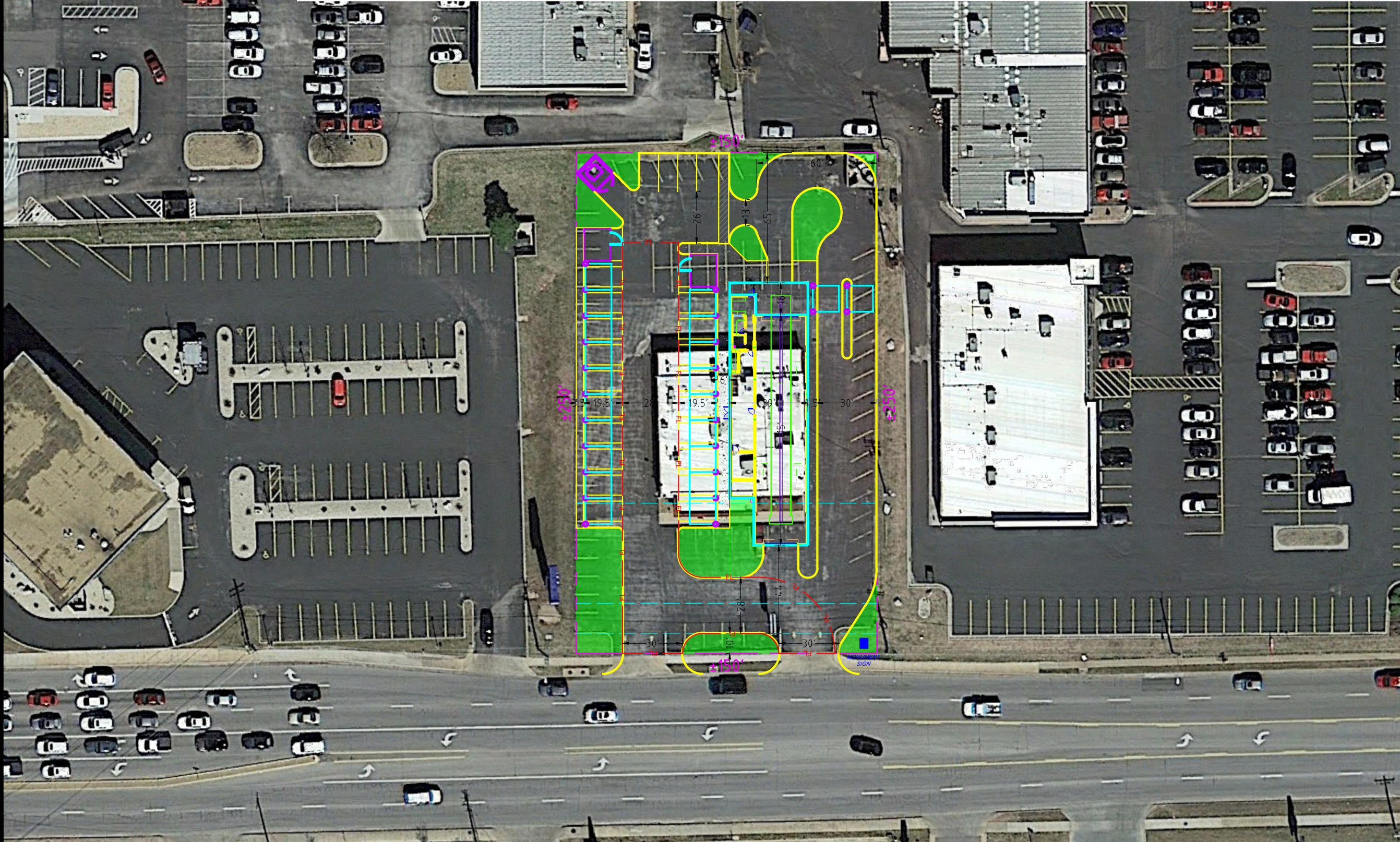
Side and rear yards: None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8).

Notes:

Acreage: 37,500 SF / 0.86 AC
Zoning: GR

Tunnel Length: 115'
Vehicle Stack:
Vacuum Stalls:

AADT:
Lat/Long : 33.469300, -94.0943848



CONCEPTUAL SITE PLAN

211 W Battlefield Rd
Springfield, MO 65807

DISCLAIMER: THIS SITE PLAN IS NOT A SURVEY.
NOT TO BE USED FOR CONSTRUCTION.

DRAWN : TF	215033MO
DATE : 08.24.21	REV.0



3930 GALLERIA OAKS DR
TEXARKANA, TX 75503
(903)223-8000

A landscape area located within 30 feet of the adjacent street right-of-way containing at least ten square feet of open space for each one foot of street frontage. The landscape area shall be arranged to create a strip at least five feet wide directly adjacent to the street right-of way and to accommodate the required plantings. Preference shall be given to massing landscape areas at access drives to the site. The perimeter landscape area shall not be counted towards the required interior landscaping area for the parking or vehicular use area.

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 11-23-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 302

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 458 for the purpose of permitting a body
2 and fender repair and paint shop as a conditional use within the HC –
3 Highway Commercial District, generally located at 1825 West Kingsley
4 Street. (Staff and Planning and Zoning Commission recommend
5 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 November 4, 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. 458 for the property generally located at 1825 West
16 Kingsley Street and zoned HC – Highway Commercial 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. 458; 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 1825 West Kingsley 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. 458 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. 458 is granted for the purpose of
33 permitting a body and fender repair and paint shop to operate as a conditional use

34 within the HC – Highway Commercial District, located at the property described in
35 “Exhibit B,” which is attached hereto and incorporated herein by this reference, and
36 which is generally located at 1825 West Kingsley Street.
37

38 Section 2 – Building permits, certificates of occupancy, and any other required
39 permits or approvals may be issued by the duly authorized officials of the City provided
40 that such issuance is consistent with Section 36-363 of the Land Development Code,
41 any other applicable City regulation or ordinance, and the “Requirements for Conditional
42 Use Permit 458” described in “Exhibit A,” which is attached hereto and incorporated
43 herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit
44 D – Attachment 2” shall govern and control the use and development of the land
45 described in “Exhibit B,” in a manner consistent with the attached site plan depicted on
46 “Exhibit D – Attachment 5.” “Exhibit D” is attached hereto and incorporated herein by
47 this reference in its entirety.
48

49 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
50 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
51

52 Section 4 – This Ordinance shall be in full force and effect from and after
53 passage only so long as the Property and any improvements thereon conform to the
54 conditions and requirements described in Section 36-363 of the Land Development
55 Code, other applicable City regulations or Ordinances, and this Ordinance.
56

57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

66 Approved as to form: Jill Bunn, Assistant City Attorney
67
68

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

EXPLANATION TO COUNCIL BILL 2021- 302

FILED: 11-23-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit a body and fender repair and paint shop as a Conditional Use Permit within a HC, Highway Commercial District generally located at 1825 West Kingsley Street. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 458

The applicant is requesting approval of a Conditional Use Permit for a body and fender repair and paint shop on the subject property within a HC, Highway Commercial District. The *Zoning Ordinance* requires a use permit in the HC, Highway Commercial District for a body and fender repair and paint shop.

The subject property is located within the James River Freeway and Kansas Expressway Activity Center and is adjacent to the Freeway. The conditional use is consistent with other land uses in this vicinity with a car wash and other automobile repairs shops.

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 458 in a manner consistent with the attached site plan (Exhibit D - Attachment 5).

FINDINGS FOR STAFF RECOMMENDATION:

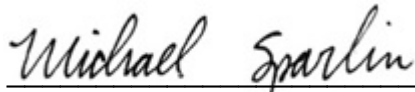
1. This application meets the approval standards for a Conditional Use Permit. (Exhibit D - Attachment 3).
2. Approval of this application is subject to the Requirements for Approval (Exhibit D - Attachment 2) and site plan (Exhibit D - Attachment 5).
3. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on November 4, 2021, and recommended approval, by a vote of 7 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,
Acting Director, AICP

Approved by:



Jason Gage,
City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 458

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 458

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 458

1. A body and fender repair and paint shop are permitted in conformance with Exhibit D - Attachment 5.
2. The body and fender repair and paint shop shall comply with all the standards listed in Exhibit D - Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 458

THAT CERTAIN PARCEL OR TRACT OF LAND BEING ORIGINALLY PLATTED AS PART OF LOT 11 AND ALL OF LOT 12 OF REMINGTON'S SUBDIVISION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF LOT 12 OF SAID REMINGTON'S SUBDIVISION; THENCE, N87°56'30"W, ALONG THE SOUTH LINE OF SAID LOT 12 AND LOT 11, A DISTANCE OF 254.38 FEET TO AN EXISTING IRON PIN; THENCE, N02°01'38"E, A DISTANCE OF 294.34 FEET TO AN EXISTING IRON PIN ON THE NORTH LINE OF SAID LOT 11; THENCE, S80°34'21"E, ALONG THE NORTH LINE OF SAID LOT 11 AND LOT 12, A DISTANCE OF 247.73 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE, S00°07'39"W, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 262.71 FEET TO THE POINT OF COMMENCEMENT

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 458

Planning and Zoning Commission – November 4, 2021

Conditional Use Permit 458
1825 West Kingsley Street

Applicant: Alcancia, Elpidio Y Rev Inter Vivos Trust

Mr. Hosmer states that this is a request to permit a body, fender repair and paint shop as a Conditional Use Permit within a HC, Highway Commercial District generally located at 1825 West Kingsley Street. The Comprehensive Plan identifies the property as High-Intensity Retail, Office, or Housing. The property is located in the James River Freeway and Kansas Expressway Activity Center. The Transportation Plan classifies Kingsley as a Local roadway and a Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area and on-site stormwater detention is provided. The CUP will allow a body and fender repair and paint shop in compliance with the approved site plan. The application meets the approval standards for the conditional use permit. Staff recommends approval.

Mr. Colony asked if there will be any car storage and Mr. Hosmer stated that will not be any car storage.

Mr. Doennig opened the public hearing.

Mr. Aaron Hargrave, 3213 S. West Bypass and here to answer any questions.

Mr. Colony asked if there will be any additional screening or landscaping.

Mr. Hargrave was not sure for any additional screening or landscaping, but something for security.

Mr. Doennig closed the public hearing.

Mr. Jobe asked if they currently could have a car repair/paint shop in its current Highway Commercial zoning and how the CUP would deviate from what is permitted under Highway Commercial to what purpose.

Mr. Hosmer stated that they could have a car repair/paint shop in Highway Commercial zoning only by the allowable use of a CUP which includes a site plan in each district.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Conditional Use Permit 458 (1825 West Kingsley Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, and Broekhoven. Nays: Jobe. Abstain: None. Absent: Lebeck.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is enclosed within a rectangular box.

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

NOVEMBER 4, 2021

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 29, 2021



CASE NUMBER:

Conditional Use Permit 458

LOCATION: 1825 West Kingsley Street

ACRES: Approximately 1.60 acres

EXISTING LAND USE: Undeveloped land

APPLICANT: Alcancia, Elpidio Y Rev Inter Vivos Trust

STAFF: Michael Sparlin, Senior Planner

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

I move to recommend approval of the CUP and staff report as the findings of fact. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

This is a request to permit a body and fender repair and paint shop as a Conditional Use Permit within a HC, Highway Commercial District generally located at 1825 West Kingsley Street.

FINDINGS FOR STAFF RECOMMENDATION:

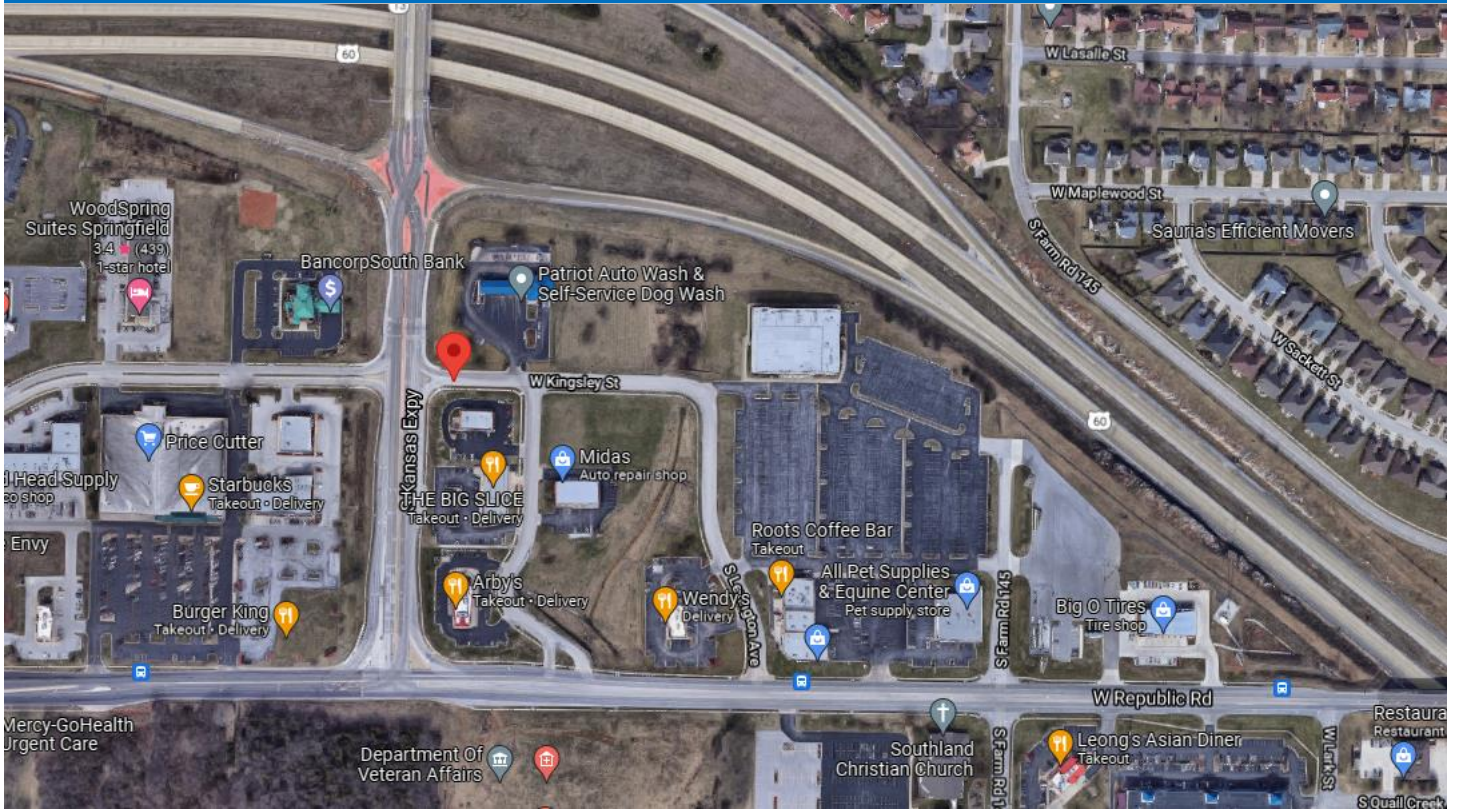
1. This application meets the approval standards for a Conditional Use Permit. (Attachment 3).
2. Approval of this application is subject to the Requirements for Approval (Attachment 2) and site plan (Attachment 5).
3. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	James River Freeway right-of-way	HC	HC	HC
LAND USE	Freeway	Undeveloped land	Church	Car wash

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

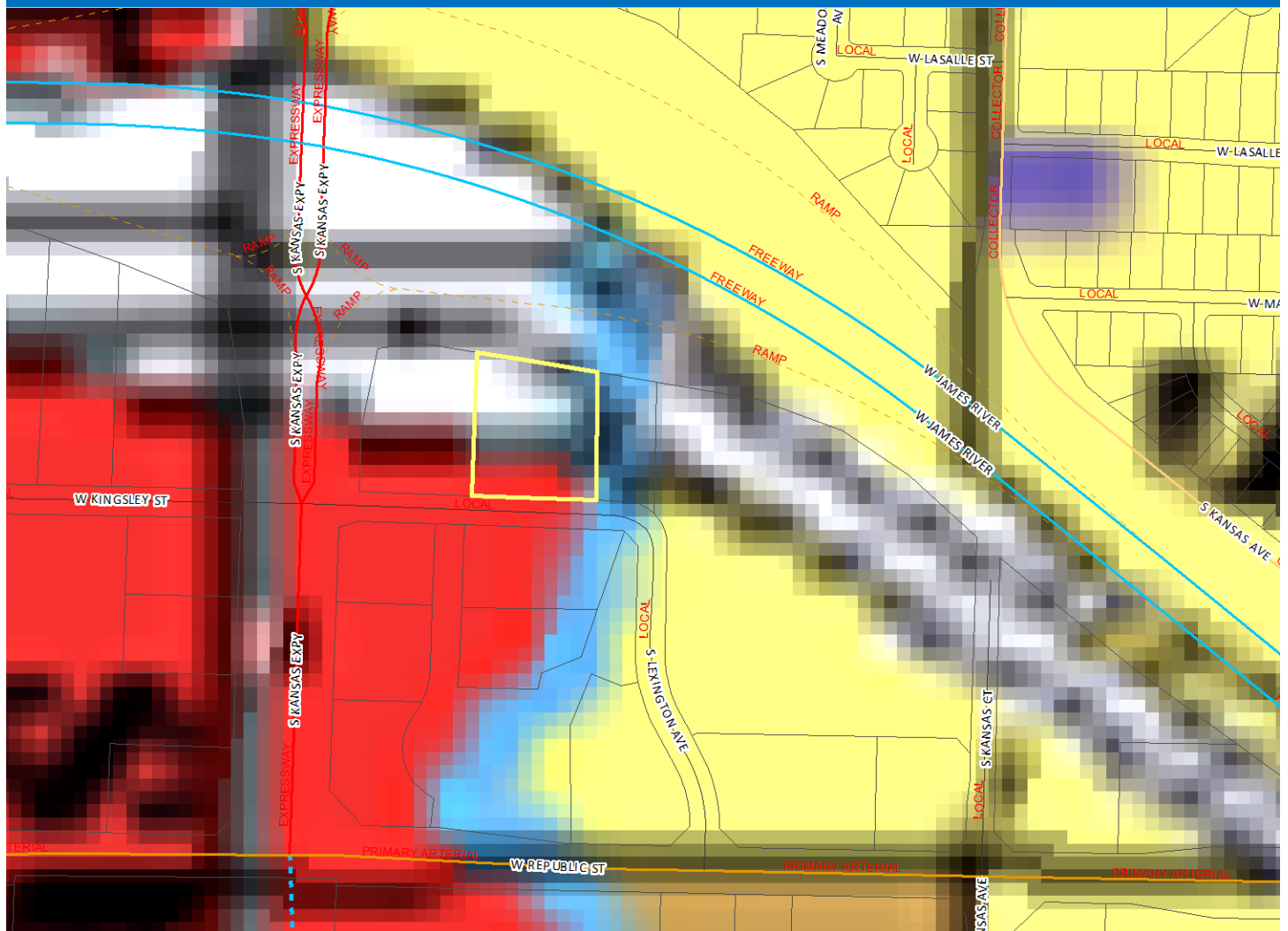


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



- 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 HC, Highway Commercial 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 High-Intensity Retail, Office or Housing. This category is sited at locations identified as Activity Centers and is similar to the Medium- Intensity Retail, Office or Housing except that the density and intensity of land development is expected to be greater.

The subject property is located with the James River Freeway and Kansas Expressway Activity Center. It is intended that additional development be concentrated in and around the Activity Centers so as to optimize transportation

Development Review Staff Report



investments, citizen convenience, investor confidence, a compact growth pattern, and a sense of urban excitement. Land in each Activity Center would be intensively and efficiently used.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a body and fender repair and paint shop on the subject property within a HC, Highway Commercial District. The *Zoning Ordinance* requires a use permit in the HC, Highway Commercial District for a body and fender repair and paint shop.
2. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. The subject property is located within the James River Freeway and Kansas Expressway Activity Center and is adjacent to the Freeway. The conditional use is consistent with other land uses in this vicinity with a car wash and other automobile repairs shops.
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. A landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
6. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on October 12, 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: 20 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1
CONDITIONAL USE PERMIT 458

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 TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Kingsley Street as a Local - Commercial roadway. The standard right-of-way width for W. Kingsley Street is 30-feet from the centerline. It appears no additional right-of-way is needed along W. Kingsley Street. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be built within the required right of way. W. Kingsley Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is no recent traffic count on W. Kingsley Street. On-street parking is not allowed along W. Kingsley Street.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from W. Kingsley Street. The placement of new driveway approaches are required to meet existing City of Springfield spacing standards for a Local – Commercial roadway set forth in Chapter 98 of city code.

SIDEWALK

There is no existing sidewalk along the property frontage of W. Kingsley Road. Per City Code Section 36-471, sidewalk is not required to be built on both sides of a Local roadway in a Highway Commercial (HC) zoning district. 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 located along the property frontage. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the conditional use does not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

Development Review Staff Report



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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Kingsley Street	Local - Commercial	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	720	
*Proposed Trips Generated		12	17	100	
Additional Trips Generated		-4	-50	-620	

*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 **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 **is not applicable because detention is already provided**. The property **is not in a stream buffer area**.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 458

1. A body and fender repair and paint shop are permitted in conformance with Attachment 5.
2. The body and fender repair and paint shop shall comply with all the standards listed in Attachment 3.
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 458

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:		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 body/repair business in this location is consistent with the City of Springfield Comprehensive Plan. The Growth Management and Land Use Plan identifies this section of S Kansas Expressway as "High Intensity Retail, Office or Housing and is located near the S Kansas Expressway and James River Freeway Activity Center. Highway Commercial, 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 High-Intensity Retail, Office or Housing. 3.The subject property is located within the James River Freeway and Kansas Expressway Activity Center and is adjacent to the Freeway.
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 proposed access will meet all City of Springfield regulations.	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 go downstream to a regional detention and extended detention basins constructed as part of 9PW4715 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	No. The noise levels of the equipment to be used onsite should be at or close to the existing noise levels in the area	The applicant's response adequately addresses this condition It is not expected that the proposed use will have noise

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:		Staff response:
permitted as a matter of right in the district.	created by the traffic on W. James River Freeway. Surrounding commercial properties are existing automobile repair shops.	characteristics that exceed Zoning Ordinance standards.
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 screening will be provided per City of Springfield requirements and neighboring properties are of similar use. No residential properties are nearby. The properties to the east are vacant and property to the west is a commercial car wash and expressway 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 allowable levels on adjacent properties. Stationary lights will be also positioned to direct light away from neighboring properties and roads.	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. 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.
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. W. Kingsley Street is classified as a Local Street with 2 travel lanes and low speed. This is suitable for the proposed use.	Kingsley 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 in close proximity to multiple auto repair shops and a car wash. This makes it compatible with existing surrounding developments. The proposed improvements will be constructed per City of Springfield standards and will not adversely affect the surrounding commercial properties and will work to minimize any potential impacts on the church to the East.	It is not anticipated that the proposed use will have an adverse effect or be incompatible with the adjacent and surrounding properties which are used for commercial uses and located adjacent to a freeway.

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:		Staff response:
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 in accordance with and will be similar in height to the existing neighboring buildings. The fences on-site would be the trash pad screening, a gate to separate the parking lot from customer access from the car/mechanic retention area, and possibly a screening fence on the north side of the site which would provide additional screening for James River Freeway. Landscaping and screening will conform with City of Springfield zoning requirements.	The standards of the Zoning Ordinance adequately address these issues. The subject property is located in an area of commercial uses and is not anticipated to dominate the immediate vicinity or to interfere with the development and use of neighboring properties.
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 parking lot and the rear half backing up to the freeway.	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.	No. There are no significant natural topographic or physical features on the site. The front half of the site is currently parking lot and the rear half backing up the freeway	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 is required to comply 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.

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:		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.	Yes. The proposed development will comply with all other City of Springfield regulations and have been coordinated with City staff.	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.	The site is currently vacant. The development will 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.
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.	All public utilities are available at the site. Stormwater runoff will be addressed during plan review, but it will be designed to meet City of Springfield standards.	This property is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Gerber Collision & Glass
2. Meeting Date & Time: Tuesday, October 12, 2021 from 4:00-6:30pm
3. Meeting Location: Southland Christian Church
4. Number of invitations that were sent: 20
5. How was the mailing list generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
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.)

General inquiry about the project - no concerns

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

None received

I, Andrew Smith (print name), attest that the neighborhood meeting was held on 10-12-21 (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

Andrew Smith
Printed name of person completing affidavit

Conditional Use Permit 458



Bill Hobbs <bill@elliottlodging.com>

To Zoning@springfieldmo.gov

 Reply

 Reply All

 Forward



Thu 11/4/2021 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.

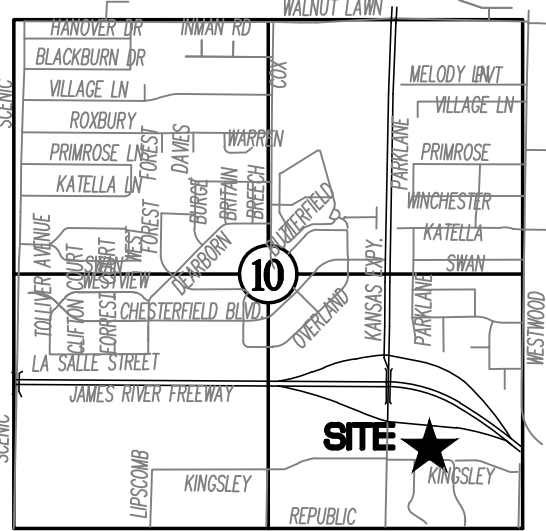
Unfortunately I will not be able to attend tonight's P&Z Public Hearing on Conditional Use Permit 458. It is my understand Gerber Collision and Glass is requesting a Conditional Use Permit to allow for their body and fender and glass shop in a HC Highway Commercial District. I own the property at 4112 S Kansas Expressway which is in the southeast corner of West Kingsley Street and Kansas Expressway. I have some concerns regarding the type of perimeter fencing or screening that may be allowed for their car storage. Based on the plans we reviewed at the public meeting a few weeks ago car storage spaces are shown on both east and west sides of the property all the way to Kingsley Street. Spaces are also shown to the south of their building along Kingsley. I assume these are for normal customer parking.

The basis for my concern is keeping the integrity of what I consider a modern, attractive showcase for the community. Most all the businesses within the area have attractive store fronts with good curb appeal. As you enter the diverging diamond exchange headed south on Kansas Expressway, the elevation offers an excellent view of the community built around that intersection and the property requesting the Conditional Use Permit is right in the middle of it. I am not sure of the traffic count in the area but I am guessing over 70,000 vehicles on James River Freeway, 20,000 on Republic road and 30,000 on S Kansas Expressway go past this site each day. None of us want to see a lot full of wrecked vehicles waiting to be repaired. This would be a eyesore to the community.

A final concern would be if the Conditional Use Permit would allow for future automotive service – repair and tire sales. At one time Remington Property Owners Association prohibited like kind businesses within the area.

Thank you for the opportunity express my concerns and I hope you will pass these on to the Planning and Zoning review Board.

Bill Hobbs
Kwik Kar
4112 S Kansas Expressway
Springfield
417-838-8303



LOCATION SKETCH
SEC. 10, T-28-N, R-22-W
SCALE: 1"=2000'

LEGEND	
● CP	CONTROL POINT
● FND IP	FOUND IRON PIN
○ SET IP	SET IRON PIN
△ R/W	RIGHT-OF-WAY MARKER
GY	POWER POLE W/ GUY
PP	MANHOLE
○ MH	SEWER CLEANOUT
○ G	GAS METER
☆ LP	LIGHT POLE
▲	SIGN
● WM	WATER METER
● WV	WATER VALVE
● GV	GAS VALVE
● FH	FIRE HYDRANT
▲ TR	TELEPHONE RISER
● BP	BUMPER POST
■ IC	GRATE INLET
○	TREELINE
○ B	BUSH
□ ER	ELECTRICAL RISER
□ TS	TRAFFIC SIGNAL BOX
□ EM	ELECTRIC METER
□ MB	MAIL BOX
○ BH	BORHOLE
● ICV	IRRIGATION CONTROL VALVE
PROPERTY LINE	
SS	SANITARY SEWER
SW	STORM SEWER
T	TELEPHONE LINE
UT	UNDERGROUND TELEPHONE
G	GAS LINE
W	WATER LINE
E	OVERHEAD ELECTRIC LINE
UE	UNDERGROUND ELECTRIC
X	FENCE LINE
X	RETAINING WALL
MEASURED DEED	100' M
MEASURED DEED	100' D
MEASURED PLAT	100' M
MEASURED PLAT	100' P

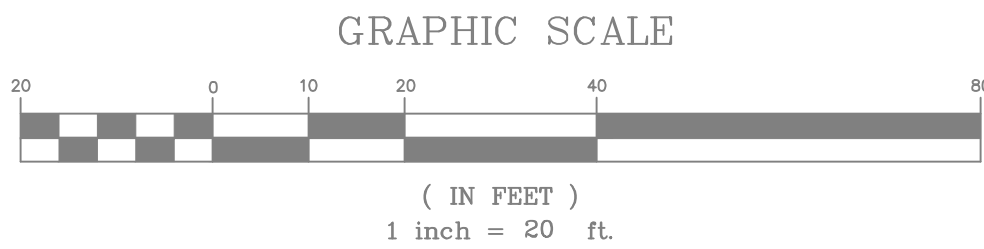
UTILITY NOTE:
THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPOSE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT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

SURVEYORS NOTE:
WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NO. 2807200336, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 17, 2010, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.

DATE OF FIELD SURVEY AUGUST 2021

BENCHMARK
TBM IS A SQUARE CUT IN THE NORTHWEST CORNER OF CONCRETE STORM BOX AT THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY WITH AN ELEVATION OF 1253.10. VERTICAL DATUM = NAVD 1988.



RECORD DESCRIPTION

THAT CERTAIN PARCEL OR TRACT OF LAND BEING ORIGINALLY PLATTED AS PART OF LOT 11 AND ALL OF LOT 12 OF REMINGTON'S SUBDIVISION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF LOT 12 OF SAID REMINGTON'S SUBDIVISION; THENCE, N87°56'30"W, ALONG THE SOUTH LINE OF SAID LOT 12 AND LOT 11, A DISTANCE OF 254.38 FEET TO AN EXISTING IRON PIN; THENCE, N02°01'38"E, A DISTANCE OF 294.34 FEET TO AN EXISTING IRON PIN ON THE NORTH LINE OF SAID LOT 11; THENCE, S80°34'21"E, ALONG THE NORTH LINE OF SAID LOT 11 AND LOT 12, A DISTANCE OF 247.73 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE, S00°07'39"W, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 262.71 FEET TO THE POINT OF COMMENCEMENT.

ZONING DATA

SUBJECT PROPERTIES ARE ZONED HC (HIGHWAY COMMERCIAL DISTRICT)

MINIMUM YARD REQUIREMENTS:

FRONT YARD:
B. 25 FEET ALONG A STREET CLASSIFIED AS A COLLECTOR OR HIGHER CLASSIFICATION STREET OR AS REQUIRED BY SECTION 36-453.

C. 15 FEET ALONG A STREET CLASSIFIED AS A LOCAL STREET OR AS REQUIRED BY SECTION 36-453.

D. THE FRONT YARD SETBACK MAY BE REDUCED BELOW THE MINIMUM REQUIRED ABOVE IF A CONDITIONAL USE PERMIT IS APPROVED IN ACCORDANCE WITH SECTION 36-363.

SIDE YARD: NONE, EXCEPT AS REQUIRED BY SECTION 36-453.

REAR YARD: NONE, EXCEPT AS REQUIRED BY THE BUFFERYARD REQUIREMENTS IN SUBSECTION (8).

HOWEVER, IN NO EVENT MAY A STRUCTURE BE ERRECTED CLOSER TO THE CENTERLINE OF AN EXISTING OR PLANNED STREET THAN AS PRESCRIBED BELOW.
STREET CLASSIFICATION: REQUIRED SETBACK FROM RIGHT-OF-WAY CENTER LINE
COMMERCIAL LOCAL 30 FEET PLUS REQUIRED YARD SETBACK (KINGSLEY STREET)

BURMAN COMPANIES

CONCEPTUAL SITE PLAN

DRAWING NO.
21SP10152

SHEET NUMBER
1

OF 1

ANDERSON ENGINEERING
EMPLOYEE OWNED

AE

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
3213 S. WEST BYPASS • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON CO#4# 000062

DRAWING INFO.		REVISONS	
NO.	DESCRIPTION	BY	DATE
XX	FIELD BY:	JMD	
JMD	DRAWN BY:	JMD	
JMD	CHECK BY:	JMD	
8-30-2021	DATE:		
602	FIELD BOOK:		
21SP10152	JOB NUMBER:		

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KINGSLEY STREET
SPRINGFIELD, MISSOURI

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-23-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-303

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,'
2 Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and
3 additions,' Section 903.4.1, relating to monitoring of sprinkler systems.
4 _____
5

6 WHEREAS, on July 2, 2018, City Council adopted the 2018 Edition of the
7 International Fire Code ("Fire Code") by General Ordinance 6463; and
8

9 WHEREAS, the Fire Department regularly identifies opportunities for improved
10 safety and has determined that certain alterations of the Fire Code are appropriate to
11 meet the needs of the community; and
12

13 WHEREAS, the Fire Department recommends that the Fire Code be amended to
14 ensure that buildings undergoing renovation affecting the fire sprinkler system, or a
15 change of use of occupancy, will be required to be brought into compliance with current
16 sprinkler system monitoring requirements.
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 amends the Springfield City Code, Chapter 54
22 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32,
23 'Amendments and additions,' Section 903.4.1, 'Monitoring,' to read as set forth in
24 "Exhibit A," which is attached hereto and incorporated herein as if copied verbatim.
25

26 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
27 affect any suit or proceeding now pending in any court, any rights acquired or liability
28 incurred, any cause or causes of action accrued or existing under any act or ordinance
29 repealed hereby, nor shall any right or remedy of any character be lost, impaired, or
30 affected by this Ordinance.
31

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

34 Passed at meeting: _____

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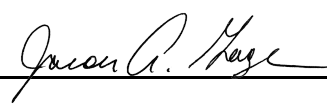
46

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- 303

FILED: 11-23-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: The purpose of this bill is to update the current Springfield Fire Prevention code by modifying the 2018 International Fire Code ("IFC"), and amending the language of Chapter 9, Fire Protection and Life Safety Systems, Section 903 – Automatic Sprinkler Systems, subsection 903.4.1, Monitoring.

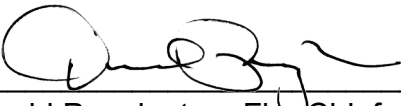
BACKGROUND INFORMATION: The Fire Department regularly identifies opportunities for improved safety in the community and to lessen the financial impact on the business community when possible.

Subsection 903.4.1 has been required by Code since the adoption of the 2012 IFC. The proposed modification to this subsection will ensure buildings undergoing renovation affecting the fire sprinkler system, or a change of use of occupancy, will be required to be brought into compliance with the IFC.

This modification also provides exemption, upon the approval of the fire code official, important to buildings and areas in redevelopment, while providing for operational security of the protection system.

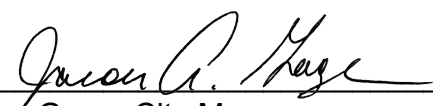
REMARKS: None

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager

Exhibit A

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

SECTION 903

AUTOMATIC SPRINKLER SYSTEMS

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, where approved by the fire code official, shall sound an audible signal at a constantly attended location.

Any sprinkler system failing to monitor the valves, other than the below listed exceptions, will not be allowed to be “green tagged”. Those systems shall be “yellow tagged” by the inspection company. The issue shall be remedied within twelve months or by the next inspection of the sprinkler system. Failure to complete the remedy within the time allowed shall demand the sprinkler system to be “red tagged”.

Occupancies undergoing renovation affecting the fire sprinkler system, or a change of use of occupancy, shall also comply with the monitoring requirements of this section.

Exceptions:

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.
2. Underground key or hub valves in roadway boxes for the purpose of use as a segment control or isolation valve when use of a post indicator valve is not practical, and upon the approval of the fire code official.
3. Backflow prevention device control valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, backflow preventer valves located internal to the structure shall be electrically supervised by a tamper switch installed in accordance with the NFPA 72 and separately annunciated.
4. Backflow prevention device control valves located external to the structure, or located within a vault, must be secured control valve to control valve by a chain of one-quarter of one-inch thickness and secured by a padlock. A padlock key shall stay with the property manager, and a padlock key shall be placed in a key box in compliance with Section 506 of this Code.

One-rdg. _____
P. Hmgs. _____
Pgs. 3
Filed: 11-23-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-304

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code Chapter 106, 'Traffic and Vehicles,' by
2 amending Section 106-70, 'Traffic division established; duties,' for the
3 purpose of establishing a duty of the traffic division to respond to all
4 reported traffic accidents on public streets or public property.
5
6

7 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
8 MISSOURI, as follows, that:
9

10 NOTE: Added language is underlined, deleted language is ~~stricken~~.
11

12 Section 1 – The Springfield City Code Chapter 106, "Traffic and Vehicles,"
13 Section 106-70, 'Traffic division established; duties,' is hereby amended to read as
14 follows:
15

16 Sec. 106-70. - Traffic division established; duties.
17

18 There is hereby established, in the police department, a traffic division to be
19 under the control of an officer of the police department. It shall be the duty of the
20 traffic division, with such aid as may be rendered by other members of the police
21 department, to enforce the traffic regulations of this city and all of the state
22 vehicle laws applicable to street traffic in this city, to make arrests for traffic
23 violations, to respond to all reported accidents on public streets or public
24 property, to investigate accidents, and to cooperate with the traffic engineer and
25 other officers of the city in the administration of the traffic regulations and in
26 developing ways and means to improve traffic conditions.
27

28 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
29 affect any suit or proceeding now pending in any court or any rights acquired, or liability
30 incurred nor any cause or causes of action occurred or existing, under any act or
31 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
32 impaired, or affected by this Ordinance.
33

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

40
41 Section 4 – This Ordinance shall be in full force and effect immediately upon
42 adoption.

43
44 Passed at meeting: _____

45
46
47 _____
48 Mayor

49
50 Attest: _____, City Clerk

51
52 Filed as Ordinance: _____

53
54
55 Approved as to form: Rhonda Lewsader, City Attorney

56
57
58 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-304

FILED: 11-23-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code Chapter 106, 'Traffic and Vehicles,' to amend Section 106-70, 'Traffic division established; duties,' for the purpose of establishing a duty of the traffic division to respond to all reported traffic accidents on public streets or public property.

BACKGROUND: Councilman Hosmer requested this Council bill. At present, the Springfield Police Department does not respond to all traffic accidents. This Council bill would make it a duty of the traffic division, with the aid of other members of the police department, to respond to all reported traffic accidents on public streets or public property.

Submitted by:


Rhonda Lewsader, City Attorney

Approved by:


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 11-23-21

Sponsored by Lear

First Reading _____

Second Reading _____

COUNCIL BILL 2021-305

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Section 2-92, known as the 'Salary
2 Ordinance,' relating to salary grades for various job titles within the
3 City service as contained in the Professional, Administrative and
4 Technical Schedules by making a provision for one new job title;
5 and amending the Fiscal Year 2021-2022 budget of certain City
6 departments, including the Airport, Parks, and Public Works, to
7 reallocate funds to transition 15 contract positions to 15 full-time
8 equivalent positions and adjusting the authorized employee
9 positions.
10 _____
11

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

14
15 NOTE: Underlined language is being added and ~~stricken~~ language is being
16 deleted.
17

18 Section 1 – Springfield City Code, Section 2-92, known as the 'Salary
19 Ordinance,' relating to various salary grades for various job titles within the City service
20 as contained in the Professional, Administrative and Technical Schedule is hereby
21 amended by adding a National Incident Based Reporting System (NIBRS) Coordinator
22 job title:
23

24 Proposed Job Title and Salary Grade
25 (Title to be Added)
26

27 Classification:

Salary Grade:

28
29 NIBRS Coordinator

PAT-6

30
31 Section 2 – The Fiscal Year 2021-22 budget of the City is hereby amended by
32 changing the number of authorized job positions for the following departments by
33 adding the listed full-time equivalent positions to the departments effective December

19, 2021:

<u>FTE</u>	<u>Job Title</u>	<u>Department</u>
1.0	Building Maintenance Worker	Airport
1.0	Aircraft Line Services Technician	Airport
3.0	Golf Pro Shop Assistant Manager	Parks
3.0	Golf Pro Shop Manager	Parks
1.0	Community Sports Coordinator	Parks
1.0	Marketing & Sponsorship Coordinator	Parks
2.0	Maintenance Worker	Public Works
1.0	Gardener	Public Works
1.0	Administrative Assistant	Public Works
1.0	Project Specialist	Public Works

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

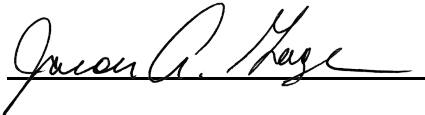
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-305

FILED: 11-23-21

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 Schedule by making a provision for one new job title; to amend the Fiscal Year 2021-2022 budget of certain City departments, including the Airport, Parks, and Public Works to reallocate funds to transition 15 contract positions to 15 full-time equivalent (FTE) positions and adjusting the authorized employee positions.

BACKGROUND: This Council bill contains a recommendation to add one new job title. Based on the results of a completed job study, the new job title NIBRS Coordinator, PAT-6, is recommended. The 15 new regular FTE positions are requested to replace 15 contract positions where a long-term and ongoing need has been established with consistent approval and funding, with the most recent being approved as a part of the Fiscal Year 2021-2022 budget.

As identified by Human Resources, in conjunction with the management of the respective departments, the contract positions have been determined to be positions that provide ongoing, long-term City services and thus need to be transitioned to regular FTEs. These positions align with City Council priorities, as well as city policies, and are associated with various City services and programs provided by the respective departments. The new FTEs, transitioning from contracts, include the following positions:

<u>FTE</u>	<u>Job Title</u>	<u>Department</u>
1.0	Building Maintenance Worker	Airport
1.0	Aircraft Line Services Technician	Airport
3.0	Golf Pro Shop Assistant Manager	Parks
3.0	Golf Pro Shop Manager	Parks
1.0	Community Sports Coordinator	Parks
1.0	Marketing & Sponsorship Coordinator	Parks
2.0	Maintenance Worker	Public Works
1.0	Gardener	Public Works
1.0	Administrative Assistant	Public Works
1.0	Project Specialist	Public Works

BUDGET NOTE: Budget adjustments for the respective department's FTE requests are not necessary for any of the 15 positions transitioning from contract as funding exists in each of the respective department's Fiscal Year 2021-2022 adopted budget. Existing

funding will be reassigned to regular base salaries for the new FTE position(s) being requested.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. All costs associated with this Council bill are part of the adopted Annual Operating Budget for Fiscal Year 2021-2022 with no new funds being requested.

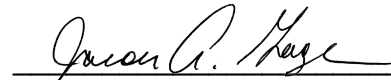
It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 6 _____
Filed 11-23-21 _____

Sponsored by Ollis

First Reading _____

Second Reading _____

COUNCIL BILL 2021-306

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the First Addendum to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the Southern Missouri Professional
3 Fire Fighters Local 152, the Exclusive Representative of a certain
4 Bargaining Unit within the Springfield Fire Department, which adds
5 Juneteenth as an additional recognized holiday; and authorizing the City
6 Manager, or his designee, on behalf of the City, to execute and deliver
7 the First Addendum to the Collective Bargaining Agreement to the
8 Exclusive Representative.
9 _____
10

11 WHEREAS, the City of Springfield, Missouri (the "City") has an established
12 framework for certain City employees to engage in collective bargaining, and this
13 established framework is set forth in Springfield City Code Section 2-94; and
14

15 WHEREAS, the City recognized by Special Ordinance 26344, and continues to
16 recognize, the International Association of Fire Fighters, Southern Missouri Professional
17 Fire Fighters Local 152 ("IAFF") as the sole collective bargaining representative of a
18 certain Bargaining Unit within the Springfield Fire Department; and
19

20 WHEREAS, the City and the IAFF are parties to a certain Collective Bargaining
21 Agreement effective July 1, 2021, ("The IAFF Collective Bargaining Agreement"); and
22

23 WHEREAS, the City established a team (the "City's team") for the purposes of
24 collectively bargaining as the exclusive agent for the City; and
25

26 WHEREAS, the City's team met with IAFF and conferred and discussed
27 proposed changes to Section 4.02 "Holiday & Continuous Operations Holiday," of The
28 IAFF Collective Bargaining Agreement in order to include Juneteenth as a City
29 recognized holiday; and
30

31 WHEREAS, the City's team and IAFF reached an agreement on the First
32 Addendum to The IAFF Collective Bargaining Agreement and submit the proposed First
33 Addendum to City Council for consideration and approval; and
34

35 WHEREAS, the Bargaining Unit has ratified the proposed First Addendum.

36
37 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
38 SPRINGFIELD, MISSOURI, as follows, that:

39
40 Section 1 – The First Addendum to The IAFF Collective Bargaining Agreement,
41 attached hereto and incorporated herein by reference as “Exhibit 1,” has been reviewed
42 and considered by City Council.

43
44 Section 2 – City Council hereby approves entering into the First Addendum to
45 The IAFF Collective Bargaining Agreement that is designated as Exhibit 1, as a final
46 and binding First Addendum to The IAFF Collective Bargaining Agreement between the
47 City and the IAFF.

48
49 Section 3 – City Council hereby authorizes and directs the City Manager, or his
50 designee, to execute and deliver the First Addendum to The IAFF Collective Bargaining
51 Agreement to the IAFF, as well as such other documents as may be necessary or
52 desirable to carry out and comply with the intent of this Ordinance.

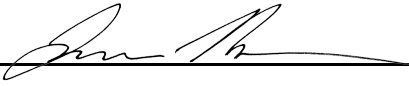
53
54 Section 4 – This Ordinance shall be in full force and effect from and after January
55 2, 2022.

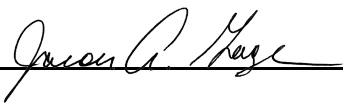
56
57 Passed at meeting: _____

58
59 _____
60 Mayor

61
62 Attest: _____, City Clerk

63
64 Filed as Ordinance: _____

65
66
67 Approved as to form:  _____, Assistant City Attorney

68
69
70 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-306

FILED: 11-23-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the First Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, which adds Juneteenth as an additional recognized holiday; and to authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the First Addendum to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the IAFF, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department. The current collective bargaining agreement (The "IAFF Collective Bargaining Agreement") was entered into on July 1, 2021. The attached "Exhibit 1," reflects the First Addendum to The IAFF Collective Bargaining Agreement and amends 'Section 4.02 – Holiday & Continuous Operations Holiday' to propose the addition of one new holiday, Juneteenth.

On June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln's 1863 Emancipation Proclamation, issued "General Order No. 3." That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday.

On August 16, 2021, the City and the IAFF met to discuss and bargain the reopening of 'Section 4.02 – Holiday & Continuous Operations Holiday' of The IAFF Collective Bargaining Agreement dated July 1, 2021, to amend the "Accumulation" section to include the Juneteenth holiday. During the week of September 5, 2021, the IAFF Bargaining Unit ratified the proposed change to Section 4.02 as contained in the attached Exhibit 1. The remainder of Section 4.02 shall remain unchanged. This First Addendum to the agreement was reached voluntarily through the collective bargaining process. The First Addendum is to be effective as of the date of execution by the parties and valid through June 30, 2024.

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

BUDGET NOTE: No budget adjustment is necessary for the proposed change.
It is respectfully requested that City Council approve this First Addendum to The IAFF
Collective Bargaining Agreement to be effective after January 2, 2022.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

EXHIBIT 1

**FIRST ADDENDUM TO JULY 1, 2021 COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND
SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152**

THIS FIRST ADDENDUM ("the First Addendum") to SECTION 4.02 of THE COLLECTIVE BARGAINING AGREEMENT IS BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 (IAFF).

Whereas, on August 16, 2021, the City and the IAFF, met in order to discuss and bargain over reopening Section 4.02 – Holiday & Continuous Operations Holiday, of the July 1, 2021, collective bargaining agreement in order to propose the addition of one holiday, Juneteenth.

Whereas, the parties agreed, subject to bargaining unit ratification and City Council approval, to reopen Section 4.02 in order to amend the "Accumulation" section to include the Juneteenth holiday; and

Whereas, the IAFF agreed to submit to the bargaining unit a proposed addendum to Section 4.02 for ratification; and

Whereas, the City agreed, upon the bargaining unit's ratification of the proposed addendum, to submit the proposed addendum to the City Council for approval and authorization.

Now therefore, in consideration of the foregoing, the parties agree to amend Section 4.02, "Accumulation" in the following manner:

(Underlined sections represent new language)

SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

These provisions shall cover holiday and continuous operations holiday accumulation and eligibility for payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate continuous operations holiday as follows:

- New Year's Day - twelve (12) hours
- Martin Luther King Day - twelve (12) hours
- Presidents' Day - twelve (12) hours
- Memorial Day - twelve (12) hours

- Juneteenth – twelve (12) hours
- Independence Day – (twelve) (12) hours
- Labor Day – twelve (12) hours
- Veterans’ Day – twelve (12) hours
- Thanksgiving – twelve (12) hours
- Christmas – twelve (12) hours

Bargaining unit employees shall accumulate continuous operations holiday in the pay period of the actual holiday.

Bargaining unit employees hired by the City of Springfield before July 1, 2004 shall not be capped on the amount of continuous operations holiday accrued. Fire employees within the bargaining unit hired by the City of Springfield on or after July 1, 2004 shall be capped on the amount of continuous operations holiday hours accrued at two (2) years’ accrual.

Bargaining unit employees may schedule their continuous operations holiday as they would vacation days, and these days shall be compensable at their current rate of pay.

Fire employees within the bargaining unit working a standard forty (40)-hour work week shall be given the holiday off on or around the day in which the City recognizes the holiday and compensated for the holiday at their current rate of pay.

...

The remainder of Section 4.02 shall remain unchanged.

Chad Davis, President
IAFF Local 152

Jason Gage, City Manager
City of Springfield

Date

Date

Approved as to form:

City Attorney or designee

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-23-21

Sponsored by Ollis

First Reading _____

Second Reading _____

COUNCIL BILL 2021-308

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the First Amendment to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the Springfield Police Officers'
3 Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive
4 Representative of a certain Bargaining Unit within the Springfield Police
5 Department to, among other things, add Juneteenth as a recognized
6 holiday; and authorizing the City Manager, or his designee, on behalf of
7 the City, to execute and deliver the First Amendment to the Collective
8 Bargaining Agreement to the Exclusive Representative.
9 _____

10
11 WHEREAS, the City of Springfield, Missouri (the "City") has an established
12 framework for certain City employees to engage in collective bargaining, and this
13 established framework is set forth in Springfield City Code Section 2-94; and
14

15 WHEREAS, the City recognized by Special Ordinance 26344, and continues to
16 recognize, the Springfield Police Officers' Association, Fraternal Order of Police Lodge
17 22 ("SPOA") as the sole collective bargaining representative of a certain Bargaining Unit
18 within the Springfield Police Department; and
19

20 WHEREAS, the City and the SPOA are parties to a certain Collective Bargaining
21 Agreement effective July 1, 2021, ("The SPOA Collective Bargaining Agreement"); and
22

23 WHEREAS, the City established a team (the "City's team") for the purposes of
24 collectively bargaining as the exclusive agent for the City; and
25

26 WHEREAS, the City's team met with SPOA and conferred and discussed the
27 following proposed changes: 1) changing the work period of certain employees within
28 the Bargaining Unit to a fourteen (14) day, eighty (80) hour work period; 2) changing
29 provisions on overtime and compensation for Bargaining Unit members; 3) adding
30 Juneteenth as a City recognized holiday that would apply to the Bargain Unit; 4)
31 changing continuous operation holiday leave accruals and maximum continuous
32 operation holiday leave accruals; and other issues related to these proposals; and
33

34 WHEREAS, the City's team and SPOA reached an agreement on the First
35 Amendment to The SPOA Collective Bargaining Agreement and submit the proposed
36 First Amendment to City Council for consideration and approval; and
37

38 WHEREAS, the Bargaining Unit has ratified the proposed First Amendment.
39

40 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
41 SPRINGFIELD, MISSOURI, as follows, that:
42

43 Section 1 – The First Amendment to The SPOA Collective Bargaining
44 Agreement, attached hereto and incorporated herein by reference as "Exhibit 1," has
45 been reviewed and considered by City Council.
46

47 Section 2 – City Council hereby approves entering into the First Amendment to
48 The SPOA Collective Bargaining Agreement that is designated as Exhibit 1, as a final
49 and binding First Amendment to The SPOA Collective Bargaining Agreement between
50 the City and the SPOA.
51

52 Section 3 – City Council hereby authorizes and directs the City Manager, or his
53 designee, to execute and deliver the First Amendment to The SPOA Collective
54 Bargaining Agreement to the SPOA, as well as such other documents as may be
55 necessary or desirable to carry out and comply with the intent of this Ordinance.
56

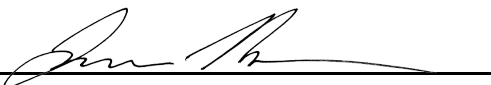
57 Section 4 – This Ordinance shall be in full force and effect from and after January
58 2, 2022.
59

60 Passed at Meeting: _____
61

62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66

67 Filed as Ordinance: _____
68

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

72
73 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-308

FILED: 11-23-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the First Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the SPOA, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department. The current collective bargaining agreement ("The SPOA Collective Bargaining Agreement") was entered into on July 1, 2021. "Exhibit 1," attached to the proposed ordinance, reflects the First Amendment to The SPOA Collective Bargaining Agreement and amends Article 11 - Basic Work Period and Overtime and Article 20 – Leave Governed by Merit Rules (Sections 20.1, 20.2 and 20.3).

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. The City's negotiation team met with SPOA in late August of 2021 to negotiate and confer about the following proposed changes:

1) changing the work period of certain employees within the Bargaining Unit to a 80-hour, 14-day work period;

2) changing provisions on overtime and compensation for Bargaining Unit members;

3) adding Juneteenth as a City recognized holiday that would apply to the Bargaining Unit; on June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln's 1863 Emancipation Proclamation, issued "General Order No. 3." That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday;

4) changing continuous operation holiday leave accruals and maximum continuous operation holiday leave accruals; and other issues related to these proposals.

In September of 2021, the SPOA Bargaining Unit ratified the proposed changes as outlined in Exhibit 1. The remainder of the Sections of the Collective Bargaining Agreement shall remain unchanged. This First Amendment to the agreement was reached voluntarily through the collective bargaining process. The First Amendment is to be effective as of the date of execution by the parties and valid through June 30, 2024.

BUDGET NOTE: No budget adjustment is necessary for the proposed changes.

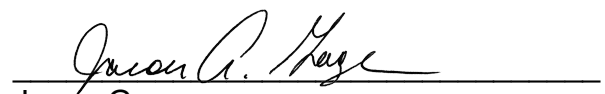
It is respectfully requested that City Council approve this First Amendment to The SPOA Collective Bargaining Agreement to be effective after January 2, 2022.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

EXHIBIT 1

FIRST AMENDMENT TO JULY 1, 2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICER'S ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22

THIS FIRST AMENDMENT ("First Amendment") IS TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE SPRINGFIELD POLICE OFFICER'S ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22 ("SPOA").

Whereas, on August 25, 2021, the City and the SPOA, met in order to discuss a planned change to the shift periods of certain employees within the bargaining unit (pursuant to which affected employees will be assigned to a 14 day duty schedule, consisting of six twelve hour days and one eight hour day) as well as discuss and bargain over 1) changing the work period for those employees to be affected by the shift change; 2) changing the provisions on overtime and compensation time for bargaining unit members, including changes to Standard Operating Guideline 204.1, Employee Overtime Program; 3) changing continuous holiday leave accruals and maximum continuous holiday leave accruals; 4) the possibility of adding Juneteenth as a recognized holiday; and 5) other issues related to the aforementioned proposals.

Whereas, the parties agreed, subject to bargaining unit ratification and City Council approval, to amend Article 11 – Basic Work Period and Overtime; and Article 20 – Leave Governed By Merit Rules, Sections 20.1, 20.2 and 20.3, to incorporate tentatively agreed to proposals;

Whereas, the SPOA agreed to submit to the bargaining unit this First Amendment to the CBA for ratification; and

Whereas, the City agreed, upon the bargaining unit's ratification of the proposed First Amendment to the CBA, to submit the proposed First Amendment to the City Council for approval and authorization;

Now therefore, in consideration of the foregoing, and contingent upon ratification by the bargaining unit and approval and authorization from City Council, the parties agree to amend Article 11 and Article 20 of the CBA in the following manner (additions are listed in *italics*, deletions are ~~stricken~~):

Article 11 – Basic Work Period And Overtime

Basic Work Period and Overtime shall be governed as set out in SOG 204.1, except that 3 hours shall be substituted for the 2.67 hours amount currently stated in SOG 204.1 subpart 5.3 for Court time.

Effective January 2, 2022 a consecutive fourteen (14) day, 80-hour work period shall apply to bargaining unit members assigned to uniformed patrol. Bargaining unit employees not assigned to uniform patrol shall continue to have a consecutive seven (7) day, 40-hour, work period. Effective January 2, 2022, accrual of compensatory time for all bargaining unit members shall freeze and thereafter employees within the bargaining unit shall be paid cash at one and one-half times their normal hourly salary for hours worked in excess of their normal work period. Compensatory time accrued before January 2, 2022 may be used after that date.

Either party may include, as part of wage reopener negotiations for Fiscal Year 2024 as provided for in Section 18.3 herein, negotiation over the compensatory time freeze policy, including but not limited to, whether to continue the compensatory time accrual freeze.

Article 20 – Leave Governed By Merit Rules

20.1 Vacation

The provisions of the current Merit Rules are incorporated by this reference and shall govern vacation leave of ~~officers~~ *bargaining unit members* during the term of this Agreement; *provided however, effective January 2, 2022, the continuous operation holiday leave accrual rate for bargaining unit members working a 14 day, 80-hour work period shall be twelve hours of continuous operation holiday leave for each holiday received by regular 40-hour employees. Contingent upon City Council recognizing Juneteenth as a holiday prior to January 2, 2022, then effective January 2, 2022, the maximum continuous operation holiday leave accruals for bargaining unit members hired after July 1, 2004, shall be 160 hours for employees working an 8-hour day, 40 hours per week schedule; 200 hours for employees working a 10-hour day, 40 hours per week schedule; and 240 hours for employees working a 14 day, 80-hour work period. Merit Rule 21.1 will be modified to include these changes. Maximum accruals for bargaining unit members hired on or before July 1, 2004, will continue to be governed by Merit Rule 21.1(c), with the understanding that Merit Rule 21.1(c)(4)(bb) will be modified to reflect these new maximum accrual amounts.*

Employees who transfer from one shift to another shift shall not lose any holiday leave accrued working the former shift. However, if the employee transfers to a shift that has a lower maximum continuous operation holiday leave accrual than the employee's current balance, then the employee will not accrue additional continuous operation holiday leave time until the employee has reduced the employee's balance below the applicable maximum.

20.2 Sick Leave Benefits and Sick Leave Redemption

The provisions of current Merit Rules are incorporated by this reference and shall govern sick leave benefits and sick leave redemption of ~~officers~~ *bargaining unit members* during the term of this Agreement. *Effective January 2, 2022, those bargaining unit members working a 14 day, 80-hour work period shall continue to earn sick leave credit and have the same maximum sick leave accrual as they did while working a regular 40-hour work week.*

20.3 Holidays

The provisions of current Merit Rules are incorporated by this reference and shall govern holidays of officers during the term of this Agreement, *provided that, contingent upon City Council recognizing Juneteenth as a City holiday, Juneteenth will be included as an additional legal, recognized holiday and Merit Rule 20.1 will be modified to include Juneteenth.*

20.4 Military Leave

The provisions of current Merit Rules are incorporated by this reference and shall govern Military leave of ~~officers~~ bargaining unit members during the term of this Agreement. *Additionally, the parties agree that the SPOA may include, as part of the Section 18.3 wage reopener negotiations for Fiscal Year 2024, proposed changes to the Military Leave available to bargaining unit members.*

Andrew Zinke, President
SPOA 22

Jason Gage, City Manager

Date

Date

Certification that this First Amendment to the July 1, 2021 SPOA CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee

One-rdg. _____
P. Hrngs. _____
Pgs. 6 _____
Filed 11-23-21 _____

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2021-309

SPECIAL- ORDINANCE _____

AN ORDINANCE

1 APPROVING the Third Amendment to the July 1, 2019, Collective Bargaining
2 Agreement between the City and the International Brotherhood of
3 Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the
4 Exclusive Representative of a certain Bargaining Unit within the Crafts,
5 Trades, and Labor ("CTL") Employee Group, which adds Juneteenth as
6 an additional recognized holiday; and authorizing the City Manager, or
7 his designee, on behalf of the City, to execute and deliver the Third
8 Amendment to the Collective Bargaining Agreement to the Exclusive
9 Representative.

10 _____
11
12 WHEREAS, the City of Springfield, Missouri (the "City") has an established
13 framework for certain City employees to engage in collective bargaining, and this
14 established framework is set forth in Springfield City Code Section 2-94; and
15

16 WHEREAS, the City recognizes the International Brotherhood of Electrical
17 Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW") as the sole collective
18 bargaining representative of a bargaining unit consisting of certain classifications in the
19 Crafts, Trades, and Labor ("CTL") Employee Group; and
20

21 WHEREAS, the City and the IBEW are parties to a certain Collective Bargaining
22 Agreement effective July 1, 2019, which was previously amended by First Amendment
23 on December 22, 2020, and by Second Amendment on June 30, 2021, ("The CTL
24 Collective Bargaining Agreement"); and
25

26 WHEREAS, the City established a team (the "City's team") for the purposes of
27 collectively bargaining as the exclusive agent for the City; and
28

29 WHEREAS, the City's team met with IBEW and conferred and discussed
30 proposed changes to the Merit Rules to add Juneteenth as a City recognized holiday
31 beginning in calendar year 2022 and applying those changes to the Bargaining Unit;
32 and
33

34 WHEREAS, the City's team and IBEW reached an agreement on the Third
35 Amendment to The CTL Collective Bargaining Agreement and submit the proposed
36 Third Amendment to City Council for consideration and approval.
37

38 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
39 SPRINGFIELD, MISSOURI, as follows, that:
40

41 Section 1 – The Third Amendment to The CTL Collective Bargaining Agreement,
42 attached hereto and incorporated herein by reference as "Exhibit 1," has been reviewed
43 and considered by City Council.
44

45 Section 2 – City Council hereby approves entering into the Third Amendment to
46 The CTL Collective Bargaining Agreement that is designated as Exhibit 1, as a final and
47 binding Third Amendment to The CTL Collective Bargaining Agreement between the
48 City and the IBEW.
49

50 Section 3 – City Council hereby authorizes and directs the City Manager, or his
51 designee, to execute and deliver the Third Amendment to The CTL Collective
52 Bargaining Agreement to the IBEW, as well as such other documents as may be
53 necessary or desirable to carry out and comply with the intent of this Ordinance.
54

55 Section 4 – This Ordinance shall be in full force and effect from and after January
56 2, 2022.
57

58 Passed at meeting: _____
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

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

70
71 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-309

FILED: 11-23-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Third Amendment to the July 1, 2019, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 ("IBEW Local No. 753") affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor ("CTL") Employee Group; and to authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Exclusive Representative.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, the City entered into collective bargaining with the IBEW Local No. 753, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor Employee Group. The current collective bargaining agreement (The CTL Collective Bargaining Agreement") was entered into on July 1, 2019 and was previously amended by the First Amendment on December 22, 2020, and by the Second Amendment on June 30, 2021.

On June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln's 1863 Emancipation Proclamation, issued "General Order No. 3." That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday.

"Exhibit 1," attached to the proposed ordinance, reflects the Third Amendment to The CTL Collective Bargaining Agreement relating to Article X – 'Management Rights.' The City and the IBEW mutually agreed to meet and bargain over a proposed change to Merit Rule 20.1 which would add Juneteenth as an additional recognized holiday for City employees.

On August 16, 2021, the City and IBEW met to discuss and bargain over the City's proposal to change Merit Rule 20.1 to include Juneteenth as a recognized holiday and tentatively agreed to the City modifying Merit Rule 20.1 and that the amended version of Merit Rule 20.1 would apply to the bargaining unit for the duration of The CTL Collective Bargaining Agreement. The parties agree that the addition of Juneteenth as a recognized holiday is contingent upon approval by the City Council.

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

BUDGET NOTE: No budget adjustment is necessary for the proposed change.

It is respectfully requested that City Council approve this Third Amendment for The CTL Collective Bargaining Agreement to be effective after January 2, 2022, and valid through June 30, 2022.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

Exhibit 1

**THIRD AMENDMENT TO JULY 1, 2019, COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753,
EXCLUSIVE REPRESENTATIVE OF THE BARGAINING UNIT EMPLOYEES IN
THE CRAFTS, TRADES, AND LABOR EMPLOYEE GROUP**

THIS THIRD AMENDMENT (“Third Amendment”) TO THE COLLECTIVE BARGAINING AGREEMENT IS BETWEEN THE CITY OF SPRINGFIELD, MISSOURI (“City”) AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753, EXCLUSIVE REPRESENTATIVE OF THE BARGAINING UNIT EMPLOYEES IN THE CRAFTS, TRADES, AND LABOR EMPLOYEE GROUP (“IBEW”).

Whereas, the July 1, 2019, collective bargaining agreement between the City and IBEW has been previously amended by a First Amendment, effective December 22, 2020, and a Second Amendment, effective June 30, 2021;

Whereas, Article X: Management Rights, of the July 1, 2019, collective bargaining agreement provides that if the City makes changes to the Merit Rules, Salary Ordinance, other Ordinances, or other policies that impact the working conditions of the bargaining unit, then such changes are subject to impact bargaining; and

Whereas, it is unclear as to whether a decision by the City to amend its Merit Rules to add an additional recognized holiday constitutes a change in “working conditions” under Missouri law, however the City, in an abundance of caution, agreed to meet and bargain with the IBEW over a proposed change to Merit Rule 20.1 which would add Juneteenth as an additional recognized holiday for City employees; and

Whereas, on August 16, 2021, the City and IBEW met in order to discuss and bargain over the City’s proposal to change Merit Rule 20.1 to include Juneteenth as a recognized holiday; and tentatively agreed to the City modifying Merit Rule 20.1 and that the amended version of Merit Rule 20.1 would apply to the bargaining unit for the duration of the collective bargaining agreement; and

Whereas, IBEW has represented that it has authority to enter into this Third Amendment without having it ratified by the bargaining unit and the City is relying on that representation; and

Whereas, the parties agree that the addition of Juneteenth as a recognized holiday is contingent upon approval by the City Council; and

Whereas, upon execution by a representative on behalf of IBEW, the City agreed to submit the proposed Third Amendment to the City Council for approval and authorization.

Now therefore, in consideration of the foregoing, the parties agree to enter into this Third Amendment:

The parties agree that, subject to City Council approval, the City may amend Merit Rule 20.1 to include Juneteenth as an additional City recognized holiday. The parties further agree that the amended version of Merit Rule 20.1 shall apply to the bargaining unit for the duration of the collective bargaining agreement.

Tony Parrish, President
IBEW Business Manager

Jason Gage, City Manager
City of Springfield

Date

Date

Approved as to form:

City Attorney or designee

One-rdg. _____
P. Hmgs. _____
Pgs. 6 _____
Filed 11-23-21 _____

Sponsored by Ollis

First Reading _____

Second Reading _____

COUNCIL BILL 2021-310

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the First Amendment to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the International Brotherhood of
3 Electrical Workers, Local No. 753 affiliated with the AFL-CIO
4 ("IBEW"), the Exclusive Representative of a certain Bargaining Unit
5 consisting of limited employees within the Professional,
6 Administrative, and Technical ("PAT") Employee Group, which adds
7 Juneteenth as an additional recognized holiday; and authorizing the
8 City Manager, or his designee, on behalf of the City, to execute and
9 deliver the First Amendment to the Collective Bargaining
10 Agreement to the Exclusive Representative.
11 _____
12

13 WHEREAS, the City of Springfield, Missouri (the "City") has an established
14 framework for certain City employees to engage in collective bargaining, and this
15 established framework is set forth in Springfield City Code Section 2-94; and
16

17 WHEREAS, the City recognizes the International Brotherhood of Electrical
18 Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW") as the sole collective
19 bargaining representative of a Bargaining Unit consisting of a limited group of
20 employees within the Professional, Administrative, and Technical ("PAT") Employee
21 Group; and
22

23 WHEREAS, the City and the IBEW are parties to a certain Collective Bargaining
24 Agreement effective July 1, 2021, ("The Limited PAT Collective Bargaining
25 Agreement"); and
26

27 WHEREAS, the City established a team (the "City's team") for the purposes of
28 collectively bargaining as the exclusive agent for the City; and
29

30 WHEREAS, the City's team met with IBEW and conferred and discussed
31 proposed changes to the Merit Rules to add Juneteenth as a City recognized holiday
32 beginning calendar year 2022 and applying those changes to the Bargaining Unit; and
33

34 WHEREAS, the City's team and IBEW reached an agreement on the First
35 Amendment to The Limited PAT Collective Bargaining Agreement and submit the
36 proposed First Amendment to City Council for consideration and approval.
37

38 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
39 SPRINGFIELD, MISSOURI, as follows, that:
40

41 Section 1 – The First Amendment to The Limited PAT Collective Bargaining
42 Agreement, attached hereto and incorporated herein by reference as "Exhibit 1," has
43 been reviewed and considered by City Council.
44

45 Section 2 – City Council hereby approves entering into the First Amendment to
46 The Limited PAT Collective Bargaining Agreement that is designated as "Exhibit 1", as a
47 final and binding First Amendment to The Limited PAT Collective Bargaining Agreement
48 between the City and the IBEW.
49

50 Section 3 – City Council hereby authorizes and directs the City Manager, or his
51 designee, to execute and deliver the First Amendment to The Limited PAT Collective
52 Bargaining Agreement to the IBEW, as well as such other documents as may be
53 necessary or desirable to carry out and comply with the intent of this Ordinance.
54

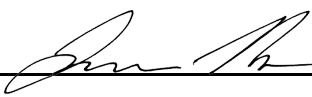
55 Section 4 – This Ordinance shall be in full force and effect from and after January
56 2, 2022.
57

58 Passed at meeting: _____
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

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

70
71 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 310

FILED: 11-23-2021

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the First Amendment to the July 1, 2021, Collective Bargaining Agreement, between the City and the International Brotherhood of Electrical Workers, Local 753 (IBEW Local No. 753) affiliated with the AFL-CIO, the Exclusive Representative of the Bargaining Unit consisting of the limited group of employees within the Professional, Administrative, and Technical ("PAT") Employee Group; and to authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, the City entered into collective bargaining with the IBEW Local No. 753, the Exclusive Representative for the Bargaining Unit consisting of the limited group of employees in the Professional, Administrative, and Technical Employee Group. The current collective bargaining agreement ("The Limited PAT Collective Bargaining Agreement") became effective July 1, 2021.

On June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln's 1863 Emancipation Proclamation, issued "General Order No. 3." That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday.

"Exhibit 1," attached to the proposed ordinance, reflects the First Amendment to The Limited PAT Collective Bargaining Agreement relating to Article X – 'Management Rights.' The City and the IBEW mutually agreed to meet and bargain over a proposed change to Merit Rule 20.1, which would add Juneteenth as an additional recognized holiday for City employees.

On August 16, 2021, the City and IBEW met to discuss and bargain over the City's proposal to change Merit Rule 20.1 to include Juneteenth as a recognized holiday and tentatively agreed to the City modifying Merit Rule 20.1 and that the amended version of Merit Rule 20.1 would apply to the bargaining unit for the duration of The Limited PAT Collective Bargaining Agreement. The parties agree that the addition of Juneteenth as a recognized holiday is contingent upon approval by the City Council.

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

BUDGET NOTE: No budget adjustment is necessary for the proposed change.

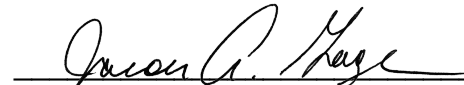
It is respectfully requested that City Council approve this First Amendment for the Collective Bargaining Agreement shall be effective after January 2, 2022.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

EXHIBIT 1

**FIRST AMENDMENT TO JULY 1, 2021, COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753,
EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE
PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP**

THIS FIRST AMENDMENT (“First Amendment”) TO THE COLLECTIVE BARGAINING AGREEMENT IS BETWEEN THE CITY OF SPRINGFIELD, MISSOURI (“City”) AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753, EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP (“IBEW”).

Whereas, Article X: Management Rights, of the July 1, 2021, collective bargaining agreement provides that if the City makes changes to the Merit Rules, Salary Ordinance, other Ordinances, or other policies that impact the working conditions of the bargaining unit, then such changes are subject to impact bargaining; and

Whereas, it is unclear as to whether a decision by the City to amend its Merit Rules to add an additional recognized holiday constitutes a change in “working conditions” under Missouri law, however the City, in an abundance of caution, agreed to meet and bargain with the IBEW over a proposed change to Merit Rule 20.1 which would add Juneteenth as an additional recognized holiday for City employees; and

Whereas, on August 16, 2021, the City and IBEW met in order to discuss and bargain over the City’s proposal to change Merit Rule 20.1 to include Juneteenth as a recognized holiday; and tentatively agreed to the City modifying Merit Rule 20.1 and that the amended version of Merit Rule 20.1 would apply to the bargaining unit for the duration of the collective bargaining agreement; and

Whereas, IBEW has represented that it has authority to enter into this First Amendment without having it ratified by the bargaining unit and the City is relying on that representation; and

Whereas, the parties agree that the addition of Juneteenth as a recognized holiday is contingent upon approval by the City Council; and

Whereas, upon execution by a representative on behalf of IBEW, the City agreed to submit the proposed First Amendment to the City Council for approval and authorization.

Now therefore, in consideration of the foregoing, the parties agree to enter into this First Amendment:

The parties agree that, subject to City Council approval, the City may amend Merit Rule 20.1 to include Juneteenth as an additional City recognized holiday. The parties further agree that the amended version of Merit Rule 20.1 shall apply to the bargaining unit for the duration of the collective bargaining agreement.

Tony Parrish, President
IBEW Business Manager

Jason Gage, City Manager
City of Springfield

Date

Date

Approved as to form:

City Attorney or designee

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed 11-23-21

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2021-307

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulation ("Merit Rules"), by amending portions of the Merit Rules, specifically Merit Rules 2.2 (Coverage and Amendment of Rules); 4.1 (Constitution); 5.2 (Minimum Qualifications for Filing); 5.3 (Filing Applications); 5.4 (Disqualification of Applicants); 9.2 (Conditions Preliminary to Regular Status); 12.7 (Retirement); 13.5 (Grievance Procedure); 16.2 (Preparation and Content of Class Specifications); 17.5 (Total Remuneration); 18.1 (Entrance Salary Rates); 18.2 (Advancement within a Salary Range); 20.1 (Compensation for Absence on Holidays) to add Juneteenth as an additional recognized holiday; 21.1 (Vacation Leave); 21.2 (Sick Leave); and 24.2 (Allowances for the Use of Privately Owned Vehicles on City Business); and establishing an effective date for said Merit Rule changes (Merit Rules changes requiring Personnel Board approval have been approved by the Personnel Board).

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

NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.

Section 1 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 2.2 (Coverage and Amendment of Rules), part (b), is hereby amended as follows:

2.2 Coverage and Amendment of Rules

(b) Any officer, employee or citizen who feels that these Rules are working or are apt to work an unnecessary hardship on him or that the efficiency of the City Service can be improved by amendment to these Rules may consult with the Director of Human Resources or the City Manager, ~~and may be granted a hearing by~~ The Director of Human Resources shall decide whether to grant a

34 hearing with the Personnel Board. provided that a request to be heard on such
35 matter must be filed in writing with the Director at least seven (7) days prior to the
36 Board meeting. The Director of Human Resources may consult with the City
37 Manager regarding whether to grant such a hearing.

38
39 Section 2 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
40 ‘Merit System Rules and Regulations,’ Merit Rule 4.1 (Constitution) is hereby amended
41 as follows:

42 43 4.1 Constitution

44
45 The Personnel Board, as appointed and organized in accordance with the
46 provisions of Section 6.3 of the City Charter, shall not be bound by any rules of
47 order, evidence or procedure in its meeting, hearings or investigations, except
48 such as it may itself establish or as are established by these Merit Rules.

49
50 Section 3 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
51 ‘Merit System Rules and Regulations,’ Merit Rule 5.2 (Minimum Qualifications for Filing)
52 is hereby amended as follows:

53 54 5.2 Minimum Qualifications for Filing

55
56 Open-competitive examinations shall be open to all applicants who meet the
57 standard of requirements fixed by the Director with regard to education,
58 experience, age, physical condition, and such other factors as may be held to
59 relate to the ability of the candidate to perform with reasonable efficiency the
60 duties of the position. Any applicant taking an entrance written test for any
61 position with the City who fails to make a passing grade may, with approval of the
62 Director of Human Resources, retake the test at the next regularly scheduled
63 time. Should the applicant fail to make a passing grade on the second attempt,
64 he will not be allowed to retake the test for such position until one year from the
65 date of the second test. Failure to make a qualifying grade on a written test for a
66 given position on the third attempt or failure to make a qualifying score before an
67 oral board on the third attempt for the position is sufficient reason for permanent
68 denial of any further consideration of the applicant. This Rule shall only apply to
69 written and oral boards as outlined above and does not apply to other testing or
70 evaluation methods such as skills testing, physical agility testing, and
71 assessment centers.

72
73 Any applicant who does not meet minimum requirements as to training and
74 experience but who will meet these requirements as a result of the completion of
75 further educational work or experience which the applicant has scheduled for the
76 six (6) months immediately following the closing date for receipt of applications,
77 may be allowed to take the examination. An applicant successfully completing
78 the examination under this provision shall have his or her name entered on the
79 register in the same manner as others; however, no such applicant may be

80 appointed to a position in the classified service of the City until all preliminary
81 requirements for the position have been met.

82
83 Section 4 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
84 ‘Merit System Rules and Regulations,’ Merit Rule 5.3 (Filing Applications), part (a), is
85 hereby amended as follows:

86
87 5.3 Filing Applications

88
89 (a) All applications for positions in the classified service shall be made on forms
90 approved by the Director of Human Resources and the Personnel Board. A
91 resume alone will not be accepted as an application, but may be submitted as
92 supplemental documentation., or, if permitted by the Director, by resume. The
93 Director shall provide the Personnel Board with a copy of the City’s current
94 application form annually, and shall advise the Board of substantive changes to
95 the form. Said applications ~~or resumes~~ shall be filed with the Director on or prior
96 to the date and time specified in the announcement, or postmarked on or before
97 the closing date. Applications and resumes submitted for examinations
98 announced “Open Until Filled” will be reviewed as needed to complete the
99 employment process. For those classes for which there is to be continuous
100 recruitment, a statement shall be included in the announcement to the effect that
101 applications will be received until further notice. Applications may require
102 information concerning personal characteristics, education, experience,
103 references, and other pertinent information. When the nature of the work is such
104 that age limits are necessary, the Director after consultation with the appointing
105 authority, may so state in the examination announcement. All applications shall
106 be signed and the truth of the statements contained therein certified by such
107 signatures. Applications must meet the minimum qualifications specified in
108 announcements as to education and experience, but in no case shall admittance
109 to the examination constitute assurance of a passing grade in the evaluation of
110 education and experience if the same is a part of the examination.

111
112 Section 5 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
113 ‘Merit System Rules and Regulations,’ Merit Rule 5.4 (Disqualification of Applicants) is
114 hereby amended as follows:

115
116 5.4 Disqualification of Applicants

117
118 The Director may disqualify and/or refuse to examine an applicant seeking
119 employment with the City or promotion within the City if it is found that the
120 applicant does not meet the minimum requirements for the class of positions in
121 which the applicant applied. The applicant may also be disqualified from after
122 examination or refused certification if:
123

(a) It is found that the applicant does not meet or falsified any one of the preliminary requirements or has made a false statement of material fact established for the examination for the class of positions.

(b) Applicant is unable to perform the essential functions of the job with or without reasonable accommodations.

(c) Applicant submits an application for employment while visibly under the influence of illegal controlled substances and/or alcohol; or applicant tests positive for a post-offer pre-employment drug test for illegal controlled substances.

(d) Applicant has used or attempted to use political pressure or bribery to secure an advantage in the examination.

(e) Applicant had directly or indirectly obtained information regarding the examination to which, as an applicant, he/she was not entitled.

(f) Applicant has failed to submit his/her application correctly or within the prescribed time limits.

(g) Applicant has taken part in the compilation, administration or correction of the examination for which he/she is an applicant.

(h) Applicant has been convicted of a felony or misdemeanor involving disgraceful conduct.

(i) Applicant had otherwise willfully violated the provisions of these Rules.

(j) Applicant has established an unsatisfactory employment or personnel record as evidenced by reference check of such a nature as to demonstrate unsuitability for employment.

(k) Or for such other reason considered by the Director to indicate employment of the individual would be detrimental to the best interests of the City. ~~Any applicant who does not meet minimum requirements as to training and experience but who will meet these requirements as a result of the completion of further educational work or experience which the applicant has scheduled for the six (6) months immediately following the closing date for receipt of applications, may be allowed to take the examination.~~

~~An applicant successfully completing the examination under this provision shall have his or her name entered on the register in the same manner as others; however, no such applicant may be appointed to a position in the~~

169 ~~classified service of the City until all preliminary requirements for the position~~
170 ~~have been met.~~

171
172 Section 6 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
173 ‘Merit System Rules and Regulations,’ Merit Rule 9.2 (Conditions Preliminary to Regular
174 Status) is hereby amended as follows:

175
176 9.2 Conditions Preliminary to Regular Status

177
178 It shall be the responsibility of the appointing authority to provide the Director of
179 Human Resources with a statement in writing to the effect that the services of
180 each employee appointed for a probationary period have or have not been
181 performed satisfactorily during such period and is or is not recommended to be
182 retained in the service. The appointing authority, or his designee, shall provide
183 this statement to the Director before the end of the probationary period. The
184 Director must approve any extension of a probationary period as well as any
185 recommendation that the employee has failed the probationary period.
186 Additionally, it shall be the responsibility of the appointing authority’s department
187 or designee to provide written notification to the employee of any extension of the
188 probationary period or of any failure to pass the probationary period, and such
189 notification must be made at or prior to the end of the employee’s probationary
190 period. Such notification to the employee should be made in person whenever
191 practicable. When providing in person notification is not practicable, the
192 notification may be provided by mailing it to the employee’s address maintained
193 on the City’s official roster and, in such instances, notification is considered
194 completed upon the date of mailing. Failure to provide written notification at or
195 before the end of the probationary period results in the employee attaining
196 regular status.

197
198 Section 7 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
199 ‘Merit System Rules and Regulations,’ Merit Rule 12.7 (Retirement), part (b), is hereby
200 amended as follows:

201
202 12.7 Retirement

203
204 (b) Retired employees may be employed under certain circumstances set forth
205 in administrative policies recommended by the Director of Human Resources and
206 approved and adopted by the City Manager. ~~by special contract. The provisions~~
207 ~~of this section shall not be construed to prohibit the City Manager from entering~~
208 ~~into a contract with persons who have retired for the performance of technical or~~
209 ~~professional services on a part-time basis or for a specified duration not to~~
210 ~~exceed one year at a time, when such service or when qualified personnel are~~
211 ~~not otherwise available.~~

Section 8 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 13.5 (Grievance Procedure), part (c) (Steps of the Procedure), Step (c) is hereby amended as follows:

13.5 Grievance Procedure

(c) Steps of the Procedure

Step c - If the grievance is not settled at the second step, the employee may file with the Department of Human Resources an appeal to the City Manager. The Director of Human Resources shall assemble the facts of the case and present them to the City Manager. The City Manager may hold a conference with the persons concerned in the case, if it is deemed necessary.

Within ~~five~~ ten working days following receipt of both the appeal, and the facts assembled by the Director of Human Resources, the City Manager shall present his decision in writing to the Department Head and the employees.

Section 9 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 16.2 (Preparation and Content of Class Specifications) is hereby amended as follows:

16.2 Preparation and Content of Class Specifications

Class specifications shall be prepared and approved by the Director of Human Resources and, if for an executive level position and/or position that reports directly to the City Manager, then submitted to the City Manager for approval. ~~The specifications shall define approved by the City Manager, defining~~ the duties and responsibilities of all positions and the minimum entrance qualifications for successful performance. In addition to the specific qualifications as set forth in the class specifications, it shall be understood that all positions require: Ability to read, write, speak, and understand the English language and to follow written and oral instructions; ability to get along with others; thoroughness, accuracy, sobriety, integrity, loyalty, and a record of orderly law-abiding citizenship.

Section 10 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 17.5 (Total Remuneration) is hereby amended as follows:

17.5 Total Remuneration

The salary rate determined for a position under these Rules shall represent the total remuneration for the employee, not including reimbursement for official travel. Except as otherwise provided in these Rules, no employee shall receive pay from the City in addition to any compensation authorized by City Council ~~the salary authorized under the schedules provided in the compensation plan for~~

services rendered by him either in the discharge of his ordinary duties or any additional duties which may be imposed upon him or which he may undertake or volunteer to perform. No reward, gift or other form of remuneration in addition to regular compensation shall be received from any source by employees for performance of their duties. If a reward, gift or other form of remuneration is made available to any employee, it shall be credited to a designated employee's fund.

Section 11 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 18.1 (Entrance Salary Rates), parts (b) (Starting Rate on Return to Duty) and (e) (Rate of Pay on Demotion), is hereby amended as follows:

18.1 Entrance Salary Rates

(b) Starting Rate on Return to Duty

When an employee returns to duty in the same class of position after a separation from the City service of not more than one year, which separation was not due to circumstances detrimental to the best interests of the City, such employee shall receive the amount set forth in the same step as he was at immediately prior to the separation. ~~rate in the salary range not to exceed that which he received at the time of separation.~~ An Employee returned to duty at the same step which he received at the time of separation shall remain thereat for at least such period as is normally required for advancement to the next full step.

An exception will be made if the employee, who is returned to duty, has voluntarily terminated their employment and was reinstated within the same calendar month and year of their termination. In such cases, the employee's increment/evaluation date shall remain the same as it was upon termination unless the employee has a break in service of more than one calendar day.

. . .

(e) Rate of Pay on Demotion

Whenever an employee is demoted to a position for which he is qualified, he shall receive the rate in the lower salary range which provides the smallest decrease in pay if the action is not for cause or any appropriate lower step in the range if the action is for cause. In instances of voluntary demotion, the Director of Human Resources may approve a higher starting rate when good cause exists to do so.

Section 12 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 18.2 (Advancement within a Salary Range), part (a), is hereby amended as follows:

305 18.2 Advancement within a Salary Range

306
307 (a) Any employee may advance to the next step ~~or higher rate of~~
308 ~~compensation~~ within a salary range when all of the following conditions have been met:
309 (1) when he holds an appointment to a regular position, (2) when such an increase will
310 not exceed the maximum rate for the grade, (3) when at least a year of continuous
311 service has elapsed since his most recent merit increase, promotion or demotion for
312 cause, or hire date (an employee may be advanced in less than one year for reasons
313 approved by the City Manager), (4) when the Department Head certifies that the
314 employee has met prescribed standards of performance established for the department
315 and recommends in writing advancement to the next higher rate, and (5) when the
316 City's approved annual budget authorizes funding for annual step increases. Periods of
317 unpaid leave, including leave pursuant to Merit Rule 27, taken in excess of ten days
318 shall extend the one-year elapsed continuous service time requirement referenced in
319 the preceding subparagraph 18.2(a) (3) above by the length of such unpaid leave.
320

321 Section 13 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
322 'Merit System Rules and Regulations,' Merit Rule 20.1 (Compensation for Absence on
323 Holidays), is hereby amended as follows:
324

325 20.1 Compensation for Absence on Holidays

326
327 All regular employees of the City, except those granted additional vacation in lieu
328 of holidays, shall receive normal compensation for the nine legal holidays listed
329 below and any other day or part of a day during which the public offices of the
330 City shall be closed by special proclamation of the Mayor with approval of the
331 City Council. Regular full-time and regular parttime employees working less than
332 forty (40) hours per week shall receive compensation in proportion to the average
333 number of hours normally scheduled to work. Legal holidays to be observed are:
334

335 January 1 - New Year's Day
336 Third Monday in January - Martin Luther King Day
337 Third Monday in February - President's Day
338 Last Monday in May - Memorial Day
339 June 19 - Juneteenth
340 July 4 - Independence Day
341 First Monday of September - Labor Day
342 November 11 - Veterans Day
343 Fourth Thursday of November - Thanksgiving Day
344 December 25 - Christmas Day
345

346 Three floating holidays (thirty-six hours for FPS employees assigned to a twenty-
347 four hour shift) per calendar year to be chosen by the employee subject to the
348 approval of the head of the department or agency, which shall be taken by the
349 end of the last full pay period of the calendar year or will be forfeited. During an
350 employee's first year of employment, floating holidays will be provided at the time

of hire for all regular employees hired on or before September 30 of the calendar year. Employees who hold positions shown on the PAT, CTL & DHS Schedules shall be granted one additional holiday per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which day shall be taken during the calendar year or will otherwise be forfeited. Upon retirement from the City service, an employee shall be entitled to a lump sum payment for all holidays that the employee is entitled to but has not taken under the provisions of this paragraph. Holidays authorized pursuant to this paragraph shall be known as "floating holidays".

It shall be the policy of the City to ensure that all regular employees enjoy the same number of legal holidays each year. The standards shall be the number of holidays in a particular year which will be celebrated by regular employees working a 40hour week, Monday through Friday. For this group when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the employee shall be allowed another day off as designated by the Department Head under general regulations established by the City Manager.

For regular employees whose work week is other than Monday through Friday, the Department Head shall designate the work day that shall be observed.

Any employee absent without authorized leave on the day preceding and/or the day following a holiday shall not receive regular compensation for the holiday.

All regular employees of the City shall be granted an additional day of leave, (twelve hours for FPS employees assigned to a twenty-four hour shift) known as a Pin Day, upon each 5th anniversary date of their day of employment with the City. Such Pin Day shall be taken during the year following the anniversary date and shall be taken upon approval of the head of his department or agency.

Employees are not eligible for payout of an unused Pin Day upon termination or retirement.

Section 14 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 21.1 (Vacation Leave), parts (c) and (h), is hereby amended as follows:

21.1 Vacation Leave

(c)(1) Employees who are employed in a continuous operation and are required to work on regular City holidays or are off on certain holidays as a result of their off-duty day falling on the holiday, may be granted annual leave in addition to their normal annual leave equal in work days to the number of holidays enjoyed by regular employees working a 40-hour week, Monday through Friday. Fire Department employees on 24-hour duty shift assignment shall receive one-half

duty shift for each holiday received by regular 40-hour employees. Employees commencing employment on or after July 1, 2004, may accumulate a maximum of two times the amount of such holiday leave accruable in a twelve month period, provided however, any such holiday leave time earned but not used which exceeds this amount shall be forfeited by such employees.

(2) Employees on the Professional, Administrative and Technical (PAT), and the Crafts, Trade and Labor (CTL) pay schedules employed in a continuous operation as described above leaving City service through retirement or other separation shall be entitled to receive at such time of retirement or separation payment for such accrued leave in up to the maximum amounts as set out below:

Date of Retirement or Separation	PAT and CTL Continuous Operation Holiday Payout Allowed
Through 12-31-2005	No cap on payout.
From 1-1-2006 through 12-31-2007	400 hours maximum payout.
From 1-1-2008 through 12-31-2009	200 hours maximum payout.
On and after 1-1-2010	2 times possible annual accrual maximum payout (for example: PAT or CTL 8-hour day, 40 hours per week schedule = 144 <u>160</u> hours).

(3) Employees on the Fire Protection (FPS) pay schedule employed in a continuous operation as described above leaving City service through retirement or other separation shall be entitled to receive at such time of retirement or separation payment for such accrued leave in up to the maximum amounts as set out below:

Retirements and Separations	Continuous Operation Holiday Payout Allowed
Through 12-31-2005	No cap on payout.
From 1-1-2006 through 12-31-2006	1000 hours maximum payout.
From 1-1-2007 through 12-31-2007	800 hours maximum payout.
From 1-1-2008 through 12-31-2008	600 hours maximum payout.
From 1-1-2009 through 12-31-2009	400 hours maximum payout.
From 1-1-2010 through 12-31-2011	300 hours maximum payout.
On and after 1-1-2012	2 times possible annual accrual maximum payout (for example: FPS 8-hour day, 40 hours per week schedule = <u>160</u> 144 hours; FPS 24-hour schedule = <u>240</u> 216 hours).

(4) (aa) (i) Employees on the Law Enforcement (LES) pay schedule employed in a continuous operation as described above who commenced employment prior to July 1, 2004, leaving City

444 service shall be entitled to receive at such time, separation
445 payment of continuous operation holiday balance on December
446 31, 2004, which has not been used or sold back prior to leaving
447 City employment, unless the balance was less than two times the
448 amount of their holiday leave accrual in a twelve month period. In
449 such case, the higher of the two amounts shall determine the
450 payout maximum.

451
452 (II) If the accrued balance amount described in subsection (aa)(I)
453 above is greater than the accrual maximum amounts set out in
454 the subsection (bb) below for the employee's position, such
455 balance amount shall also become the employee's maximum
456 continuous operation holiday leave accrual amount allowed at the
457 end of each subsequent calendar year. If the accrued balance
458 amount described in subsection (aa)(I) above is less than the said
459 subsection (bb) amount, the employee may accrue hours up to
460 the maximum for his position as set out in subsection (bb) below.
461

462 (III) Said accrued leave for employees hired prior to July 1, 2004, as
463 described in subsection (aa)(I) above, over the balance amount
464 described in subsection (bb) below for the employee's job position
465 shall be paid at time of separation at the employee's base rate of
466 pay for his or her job position as of December 31, 2004. Base
467 rate of pay is defined as the pay for the employee's regular
468 position, which excludes out-of-title or temporary appointment
469 pay.
470

471 (bb) Employees on the LES schedule hired on or after July 1, 2004 shall
472 be entitled to receive payment at time of separation payment for such
473 continuous operation holiday leave up to their accrual maximum
474 amounts described in this subsection (c) above (444 160 hours if
475 employed in a job position on a 8-hour day, 40 hours per week
476 schedule; 200 ~~or 180~~ hours if employed in a job position on a 10-hour
477 day, 40 hours per week schedule; or 240 hours if employed in a job
478 position assigned to an 80 hour, 14 day work period consisting of six
479 12 hour shifts and one 8 hour shift).
480

481 (cc) All employees on the Law Enforcement (LES) pay schedule
482 employed in a continuous operation as described above who have
483 accrued such leave in an amount greater than their respective
484 accrual maximum amounts described in this subsection (c)(4)(aa)(1)
485 or (bb) above shall be required to take any such excess leave earned
486 within 12 months of when the leave was earned. The Police Chief, or
487 his designee, shall be responsible for insuring such hours are taken
488 or scheduled off prior to the end of each calendar year.
489

(dd) Any sell back by an LES employee of any continuous operation holiday leave on or after January 1, 2005, shall also reduce the employee's maximum accrual amount to be paid at time of separation by the amount of such hours sold back. For employees hired prior to July 1, 2004, any such sell back on or after January 1, 2005, shall be paid at the employee's base rate of pay for his or her job positions of January 1, 2005.

...

(h) Accumulation of vacation leave for employees hired on or before ~~after~~ July 10, 1995.

The City Manager is authorized to promulgate a policy for employees hired on or before July 10, 1995 to reduce the City's liability for accumulated vacation, including annual leave accumulated in lieu of scheduled holidays under subsection 21.1(c). Such plan shall include a buy back provision for a portion of vacation and be contingent upon availability of funding. The policy shall condition the buy-back on employee willingness to forgo accumulated vacation and annual leave accumulated in lieu of scheduled holidays above the reduced balance, and agreement to such other conditions as the City Manager's written policy may prescribe.

Section 15 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 21.2 (Sick Leave), part (a), is hereby amended as follows:

21.2 Sick Leave

(a) Regular employees who work a 40-hour week or who are working an 80-hour, 14 day work period, shall earn sick leave credit at the rate of 96 hours per year. Fire Department employees on 24hour shift shall earn sick leave credit at the rate of 144 hours per year. Regular parttime employees shall earn sick leave credit on the basis of actual time worked or in the case of parttime salaried employees on the basis of the percentage of fulltime pay provided. Unused sick leave may be accumulated up to a maximum of 1440 hours for 40-hour employees and employees working an 80-hour, 14 day work period, fractional part thereof determined by hours of work per week for part-time employees, and 2,160 hours for Fire Department employees on 24-hour shift assignment.

Notwithstanding the foregoing, employees who separate from the City's service, eligible to receive payment for unused sick leave under Merit Rule 12.10, shall be limited to a maximum credit of 960 hours accumulated sick leave for 40-hour employees and employees working an 80-hour, 14 day work period, and 1,440 hours accumulated sick leave for Fire Department employees on 24-hour shift assignment.

Section 16 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 24.2 (Allowances for the Use of Privately Owned Vehicles on City Business), is hereby amended as follows:

24.2 Allowances for the Use of Privately Owned Vehicles on City Business

Employees using their private vehicles in the conduct of City business shall receive such payments to cover depreciation, liability, insurance, tires, gasoline, oil, anti-freeze, repairs, etc., as provided by reasonable regulations established by the City Manager. In lieu of the above, the City Manager may, in his discretion, grant to any upper level management position he deems appropriate, including but not limited to the Assistant / Deputy City Managers, and Department Heads / Directors, and Assistant Department Heads / Directors, or those in equivalent positions, a monthly mileage allowance not to exceed Four Hundred and Thirty Dollars (\$430.00), which may be paid in whole or in part in a lump sum on an annual basis at the discretion of the City Manager or controlling administrative board. The City Manager shall also receive the mileage allowance authorized herein.

Section 17 – The effective date for the amendments of Merit Rules 20.1 (Compensation for Absence on Holidays), 21.1 (Vacation Leave), and 21.2 (Sick Leave), shall be January 2, 2022. All other amendments to all other Merit Rules listed herein shall be effective upon passage of this Ordinance.

Section 18 – This Ordinance shall be in full force and effect from and after passage.

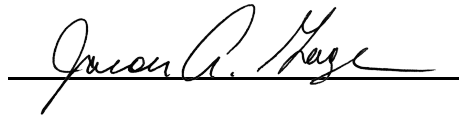
Passed at meeting: _____

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- 307

FILED: 11-23-2021

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules & Regulations (“Merit Rules”), by amending portions of the Merit Rules, specifically 2.2 (Coverage and Amendment of Rules); 4.1 (Constitution); 5.2 (Minimum Qualifications for Filing); 5.3 (Filing Applications); 5.4 (Disqualification of Applicants); 9.2 (Conditions Preliminary to Regular Status); 12.7 (Retirement); 13.5 (Grievance Procedure, (c) Steps of the Procedure, Step c); 16.2 (Preparation and Content of Class Specifications); 17.5 (Total Remuneration); 18.1 (Entrance Salary Rates, (b) Starting Rate on Return to Duty and (e) Rate of Pay on Demotion); 18.2 (Advancement within a Salary Range, subsection (a)); 20.1 (Compensation for Absence on Holidays); 21.1 (Vacation Leave sections (c)(2), (c)(3), 4(bb) and 4(h)); 21.2 (Sick Leave); and 24.2 (Allowances for the Use of Privately Owned Vehicles on City Business).

BACKGROUND: Proposed changes to the Merit Rules are recommended to provide clarification, align language to mirror current protocols, improve existing processes to gain efficiencies, and make changes to certain pay and benefits policies. Additionally, on June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln’s 1863 Emancipation Proclamation, issued “General Order No. 3.” That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday. The merit rules being recommended for updates include the following:

2.2 – Coverage and Amendment of Rules – The recommended update to this rule provides language to be consistent with the Charter. The change is designed to clarify the process when an employee requests to meet with the Personnel Board on policy related matters. This action ensures requests are within the Personnel Board’s purview and not related to an administrative policy that is outside of the Board’s scope.

4.1 – Constitution – Provides clarifying language to consider Merit Rule 13.6, Personnel Board Hearing.

5.2 - Minimum Qualifications for Filing – Relocates language from Rule 5.4, Disqualification of Applicants, that allows an applicant (either internal or external) to be considered for a position for which they are not currently qualified, but will be qualified for within six months due to the required education and experience criteria. The relocation of this segment of the rule better aligns with a more appropriate merit rule given the subject of the rule. Other than relocating the segment to a different rule, there are no content changes.

5.3 – Filing Applications – The recommended change provides clarity that a resume is supplemental to a job application; a resume does not replace a job application. It also specifies the Charter requirement that applications be on forms approved by the Personnel Board.

5.4 – Disqualification of Applicants – Removes the segment that is recommended be relocated to Rule 5.2, Minimum Qualifications for Filing. This segment is not being deleted, but rather relocated for more appropriate placement and alignment within the merit rules. Also clarifies that the rule’s terms also apply to those seeking promotions, and that disqualification of applicants can occur prior to examination.

9.2 – Conditions Preliminary to Regular Status – Formalizes the current process and provides additional detail regarding the procedure for passing, failing, or extending the probationary period.

12.7 – Retirement – Removes special contract requirement for hiring of retirees. This change is recommended, in part, in anticipation of changes to Police and Fire Pension Fund Plan allowing for the rehiring of certain retirees.

13.5 - Grievance Procedure, (c) Steps of the Procedure, Step c – Extends time frame for City Manager’s decision from five days to ten days and clarifies that time to issue decision does not start until City Manager has received both the appeal and the facts assembled by Human Resources.

16.2 – Preparation and Content of Class Specifications – Provides clarifying language regarding the preparation and approval of class specifications (also referred to as job descriptions).

17.5 – Total Remuneration – Provides clarifying language that City Council must authorize all forms of compensation for city employees, whether it be via salary schedules or other forms of pay (e.g. longevity pay, out of title, etc.).

18.1 – Entrance Salary Rates, (b) Starting Rate on Return to Duty - The recommended change prevents employees who are approved for reinstatement from having to return to a lower pay step because there has been an approved pay rate increase since the employee left and before reinstatement. The proposed language allows the reinstated employee to return to the same step, regardless if it is now at a higher rate; thus, ensuring the employee does not receive a pay decrease if approved for reinstatement.

18.1 – Entrance Salary Rates, (e) Rate of Pay on Demotion - This recommended change provides flexibility should there be extenuating circumstances related to a voluntary demotion. This flexibility is already provided for in cases of promotions and reclassifications and will provide the same flexibility when rare and unique circumstances warrant special consideration.

18.2 – Advancement within a Salary Range, subsection (a) – Provides language clarifying that this rare option, which requires City Manager approval, is limited to one pay step, i.e. the next step.

20.1 – Compensation for Absence on Holidays – This recommended change adds Juneteenth as a City holiday to be observed on June 19th each year. The City recognizes the importance of Juneteenth and recommends it be added as a City holiday.

21.1 – Vacation Leave sections (c)(2), (c)(3), 4(bb) and 4(h) – These recommended changes correlate to the recommendation to add the Juneteenth holiday and will increase the vacation cap for employees who serve in continuous operations and accrue holiday leave. Changes also incorporate the new 80-hour, 14-day work period for certain employees within the Police department. Additionally, clarifying language is recommended in section 4(h) to correct a

typographical error.

21.2 – Sick Leave – This recommended change provides updated language to reflect the new 80-hour, 14-day work period for certain employees within the Police department.

24.2 – Allowances for the Use of Privately Owned Vehicles on City Business – Provides flexibility for the City Manager to approve additional upper management level positions to receive the allowance, as deemed appropriate.

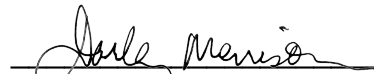
The proposed changes to Merit Rules 2.2 through 16.2 were presented to the Personnel Board for review and consideration at its November 4, 2021 administrative meeting. The Board voted unanimously to approve the recommended changes and to forward to City Council for consideration.

REMARKS: The City's Human Resources staff recommends the amendments to the Merit Rules as contained in this Council Bill. The proposed changes will update City policies to provide increased clarity, improve city processes, add a new City holiday "Juneteenth" to be recognized and observed, and make updates to other pay and benefits policies needed to support employees as well as department operational changes in the Springfield Police Department.

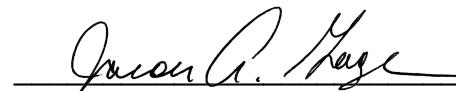
It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 8 _____
Filed 11-23-21 _____

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2021-311

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of
2 Springfield, to enter into a contract with Pictometry International
3 Corporation to purchase aerial imagery in 2022, 2024, and 2026;
4 authorizing the City Manager, or his designee, on behalf of the City
5 of Springfield, to enter into individual cooperative intergovernmental
6 agreements with City Utilities of Springfield, Missouri, Christian and
7 Greene counties in Missouri, the cities of Nixa, Ozark, and
8 Republic, Missouri, and the Ozarks Transportation Organization to
9 share the costs of such aerial imagery; and amending the budget
10 for the Department of Public Works for Fiscal Year 2021-2022 in
11 the amount of \$286,927.02 for the 2022 aerial imagery.
12 _____
13

14 WHEREAS, the City of Springfield ("City") desires to obtain accurate aerial
15 imagery from Pictometry International Corporation ("Pictometry") for use with the City's
16 Geographic Information System ("GIS"); and
17

18 WHEREAS, Pictometry has set forth payment terms for the City to purchase
19 aerial imagery in 2022, 2024, and 2026, and the City will benefit from price security by
20 committing to purchases of aerial imagery at these prices in 2022, 2024, and 2026; and
21

22 WHEREAS, the City of Springfield desires to cooperate with other governmental
23 entities to enable them to acquire aerial imagery from Pictometry through individual
24 intergovernmental agreements; and
25

26 WHEREAS, entering into these intergovernmental agreements is in the best
27 interests of the citizens of City and the other governmental entities collectively to receive
28 the benefits of a more accurate GIS.
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 City Manager, or his designee, is hereby authorized to enter into

34 a contract with Pictometry International Corporation for the purchase of aerial imagery in
35 2022 at a cost of \$305,748, and in 2024 and 2026 at a cost of \$308,247 provided such
36 funds are lawfully appropriated for those years, with said contract to be in a form
37 approved by the City Attorney or her designee, and to do those things necessary to
38 carry out the intent of the contract.

39
40 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
41 individual cooperative intergovernmental agreements with City Utilities of Springfield,
42 Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark, and
43 Republic, Missouri, and Ozarks Transportation Organization to share the costs of such
44 aerial imagery, said agreements to be substantially in the form and content as the
45 document attached hereto and incorporated herein by reference as “Exhibit 1.”

46
47 Section 3 – The budget for Fiscal Year 2021-2022 of the Department of Public
48 Works of the City of Springfield, Missouri, is hereby amended in the accounts and in the
49 amounts as shown on Budget Adjustment No. 032, a copy of which is attached hereto
50 and incorporated herein by this reference as “Exhibit 2.”

51
52 Section 4 – City Council hereby finds that the budget adjustment made above
53 has been recommended by the City Manager.

54
55 Section 5 – The City Manager is directed to cause the appropriate accounting
56 entries to be made in the books and records of the City.

57
58 Section 6 – 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 Approved as to form: Jill Burris, Assistant City Attorney

71
72
73 Approved for Council action: Jason A. Hage, City Manager
74

EXPLANATION TO COUNCIL BILL 2021-311

FILED: 11-23-21

ORIGINATING DEPARTMENT: Information Systems, Environmental Services and Public Works

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield, to enter into individual intergovernmental agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the Ozarks Transportation Organization to contract for services with Pictometry International Corporation ("Pictometry"), for the cooperative purchase of aerial imagery to be used with each entity's Geographic Information System; and amending the budget for the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$286,927.02.

BACKGROUND INFORMATION: For the past twenty years the City of Springfield, Greene County, Christian County, City Utilities, and the Ozarks Transportation Organization have worked together through the Geographic Information System ("GIS") Technical team to cooperatively support the maintenance of a GIS system that is integrated, uniform, accurate, and accessible to the public. In March of 2001 and March of 2005, this group jointly purchased orthophotography for the purpose of developing and maintaining an accurate base map. In March of 2009, this group jointly purchased Pictometry which consists of oblique imagery and associated aerial images to enable closer inspection of individual sites. Since that initial purchase, the group has contracted with Pictometry for imagery captures in 2012, 2014, 2016, 2018, and 2020. It is time to renew the contract with Pictometry for additional flights to take place approximately every two (2) years.

REMARKS: Approximately every two (2) years, it is necessary to update the aerial imagery that is used for the base map, due to growth from new construction and changes in land use. This is particularly important for land use analysis, annexation determinations, development reviews, 911 data maintenance, emergency management, law enforcement, planning, asset maintenance, Fire Department's pre-plan responses for major structures and facilities, and other citywide projects, as well as maintaining an accurate base map for all other GIS applications. This imagery can be viewed by the public through the City's online web maps. The City proposes to contract for and acquire an aerial product with oblique imagery called Pictometry in late February or early March 2022, when visibility is best, and thereafter every two (2) years as indicated. The area to be flown will include the entirety of both Greene and Christian Counties (approximately 1,283 square miles).

A cost sharing agreement between the agencies involved in this acquisition is based on the geographic area needed by each agency. The City's purchasing division will work with the GIS technical team to contract for this imagery at a cost for this project not to exceed \$305,748.00. The project will be funded through cost sharing agreements with City Utilities (\$40,125.75), Christian County (\$108,483.26), Greene County

(\$85,439.96), the City of Nixa (\$10,461.40), the City of Ozark (\$12,764.40), the City of Republic (\$4,652.25), and Ozarks Transportation Organization (\$25,000); the summary is attached as "Exhibit 1 – Attachment A." The total contributions from these entities will be \$286,927.02.

The City of Springfield's share of \$18,820.98 will be funded by the Department of Environmental Services Clean Water Fund (\$9,410.49) , and Public Works 1/8-Cent Transportation Sales Tax (\$9,410.49) from funds already budgeted. There will be no impact to the City's General Fund. A budget adjustment totaling \$286,927.02 is attached for the remaining funding of the project that reflects the total contributions from the external agencies.

This Ordinance supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

RECOMMENDATION: The departments of Information Systems, Environmental Services, and Public Works recommend approval of this Council bill and budget adjustment.

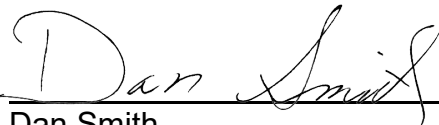
Recommended by:



Neil Slagle,
Director of Information Systems

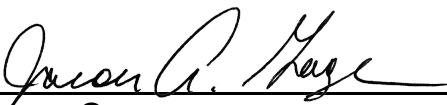


Errin Kemper,
Director of Environmental Services



Dan Smith,
Director of Public Works

Approved by:



Jason Gage,
City Manager

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
FOR ACQUISITION OF IMAGERY
FROM PICTOMETRY
INTERNATIONAL CORPORATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2021 by and between the City of Springfield, Missouri, hereinafter referred to as the "City", and Partner Agency, Missouri, hereinafter referred to as "Agency."

WHEREAS, Section 70.220 of the Revised Statutes of Missouri provides that municipalities, counties, and other persons may contract and cooperate with each other in connection with the provision of a common service; and

WHEREAS, it is in the best interest of the citizens of City and Agency collectively to receive the benefits of a more accurate Geographical Information System by acquiring updated aerial imagery; and

WHEREAS, City and Agency desire to cooperate to acquire aerial imagery covering Greene and Christian Counties from Pictometry International Corporation ("Pictometry"); and

WHEREAS, at the request of, and on behalf of Agency, City has agreed to the terms and conditions set forth herein, and has agreed to arrange for the delivery of aerial imagery from Pictometry to Agency; and

WHEREAS, Agency has agreed, pursuant to the terms and conditions set forth herein, to accept said imagery and to reimburse City for Agency's share of total costs for the imagery.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, CITY AND AGENCY AGREE AS FOLLOWS:

1. On behalf of Agency, City agrees to be the lead in purchasing approximately XXX tiles of aerial imagery in 2022, 2024, and 2026 pursuant to a contract between City and Pictometry ("Contract"), said Contract to substantially conform to the draft attached as "Exhibit A" and incorporated by this reference, provided that the Springfield City Council lawfully appropriates funds for the purchase of such aerial imagery.
2. In consideration for City taking the lead, Agency agrees to reimburse City for the Agency's share of the total cost of said aerial imagery in 2022, 2024, and 2006, as set forth in the cost sharing document attached as "Exhibit B" and incorporated by this reference, at or before the time of final delivery of the imagery from Pictometry to City, provided such funds are lawfully appropriated by Agency's governing body. Agency's cost is estimated to be \$. City will invoice Agency for payment of its share, and Agency agrees to pay City within 45 days of receipt of invoice.
3. Upon final payment from Agency, the Pictometry License shall be held jointly by the City of

Springfield, Agency, and other entities who enter into a similar Cooperative Agreement with City for Acquisition of Imagery from Pictometry and make final payment of their share of the total cost of the aerial imagery ("Other Entities").

4. In consideration of the requested Pictometry aerial imagery and monies received for same, and to the extent allowed by law, both Agency and City hereby release and hold harmless the other, their Boards, Councils, agents, officers, employees, successors and assigns with respect to any and all injury, death, loss or damage to person or property, whether caused by negligence or otherwise, in any way related to use of the Pictometry imagery. Nothing contained herein shall be considered a waiver of the defenses by either party of sovereign immunity, official immunity, or the public duty doctrine.
5. Agency, City, and Other Entities shall have co-ownership of aerial imagery received from Pictometry as outlined in the Contract and any amendments thereto.
6. Agency and City agree this agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

SO AGREED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF SPRINGFIELD, MISSOURI

BY: _____
Assistant City Manager or Delegate

APPROVED AS TO FORM:

BY: _____
City Attorney or Delegate

AGENCY

BY: _____

APPROVED AS TO FORM:

BY: _____
Agency Attorney

ATTEST:

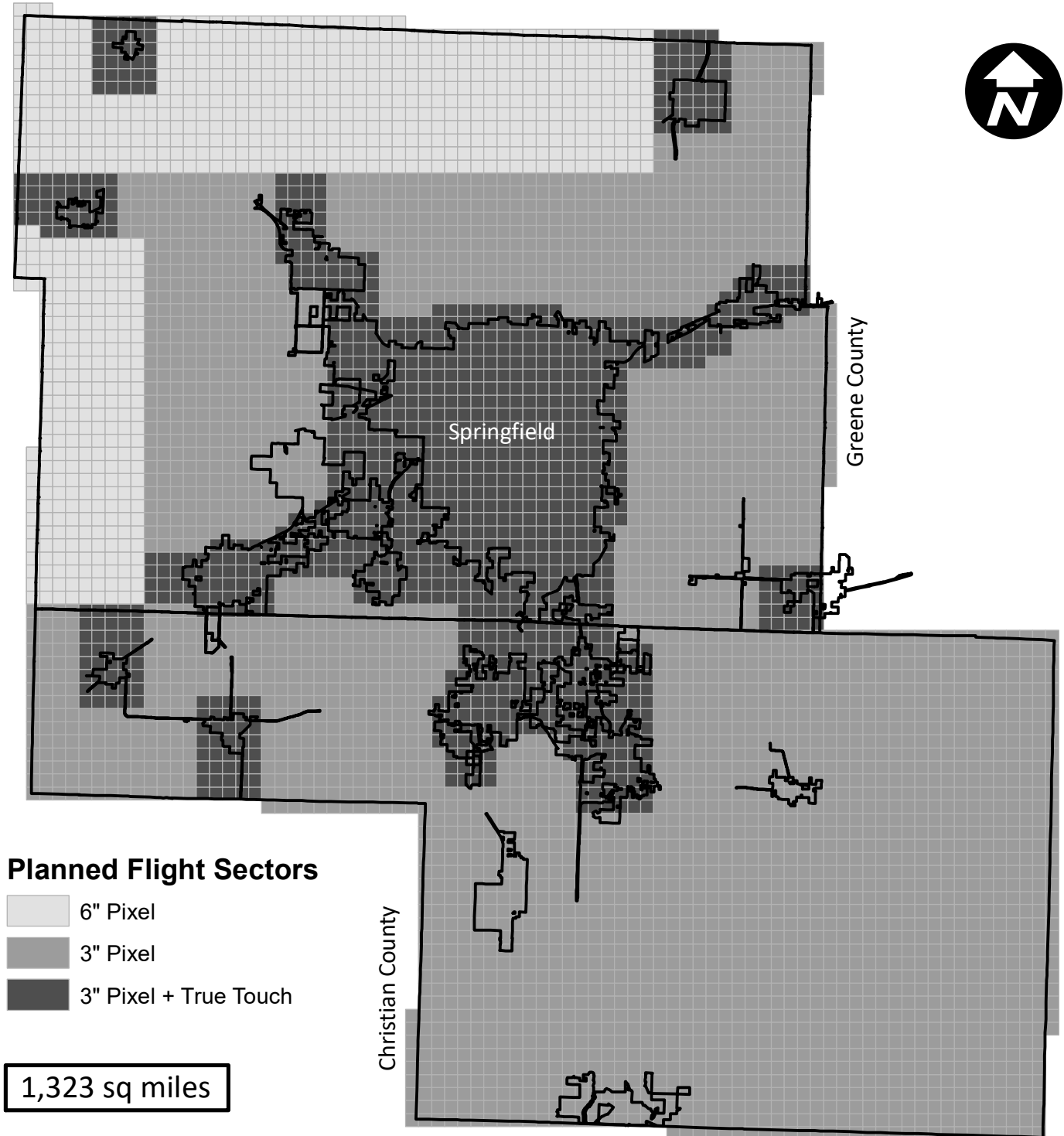
BY: _____
Agency Clerk

FINANCIAL CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Director of Finance

Attachment A: 2022 Pictometry Flight Details and Cost Share



Flight Costs

3" Sectors: 1086 sqmi x \$ 240 = \$ 260,640
 6" Sectors: 197 sqmi x \$ 144 = \$ 28,368
 True Touch: 279 sqmi x \$ 60 = \$ 16,740

 Total Flight Cost = \$ 305,748

Partner Costs

Christian County = \$ 108,483.26
 City of Nixa = \$ 10,461.40
 City of Ozark = \$ 12,764.40
 City of Republic = \$ 4,652.25
 City of Springfield = \$ 18,820.98
 City Utilities = \$ 40,125.75
 Greene County = \$ 85,439.96
 Ozarks Transp. Org. = \$ 25,000.00

 Total Cost = \$ 305,748.00



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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
032

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46130	20	73020	414110	000000	00000	\$ 25,000.00	Ozark Transportation Organization (OTO) Contribution
46100	20	73020	414110	000000	00000	85,439.96	Greene County Contribution
46130	20	73020	414110	000000	00000	108,483.26	Christian County Contribution
46130	20	73020	414110	000000	00000	10,461.40	City of Nixa Contribution
46130	20	73020	414110	000000	00000	12,764.40	City of Ozark Contribution
46130	20	73020	414110	000000	00000	4,652.25	City of Republic Contribution
46140	20	73020	414110	000000	00000	40,125.75	City Utilities Contribution
Net Revenue Adjustment						\$ 286,927.02	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46100	20	73020	504580	000000	00000	\$ 85,439.96	Private Developer Agreement Fund
46130	20	73020	504580	000000	00000	161,361.31	Non-Profit Reimbursement Fund
46140	20	73020	504580	000000	00000	40,125.75	City Utilities Reimbursement Fund
Net Expenditure Adjustment						\$ 286,927.02	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating revenues and expenses related to intergovernmental agreements between the City of Springfield and various other agencies for the cooperative purchase of Pictometry and oblique imagery to be used within each entities' GIS system. The City's share is already budgeted and will be funded by the Environmental Services Clean Water Fund operating budget and Public Works 1/8-cent Transportation Sales Tax Fund.

Requested By:

Neil Shay 11/22/21
Department Head Date

Approved By:

DL Hill 11/22/21
Director of Finance Date

Authorization:

Council Bill No. 2021-311
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 37
Filed: 11-23-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-312

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into agreements with
2 the Ozark Region Workforce Development Board ("Board") and the
3 Council of Local Elected Officials ("CLEO") to outline the
4 responsibilities of the Board, CLEO, and City regarding the City's
5 designation as the fiscal agent, fund recipient, and operator of
6 Workforce Innovation and Opportunity Act programs.
7 _____
8

9 WHEREAS, the Department of Workforce Development (the "Department") was
10 established by City Charter and has operated workforce development programs for over
11 forty years. The Department provides employment and training services through
12 Comprehensive Employment and Training Act ("CETA"), the Workforce Investment Act
13 ("WIA"), and the Workforce Innovation and Opportunity Act ("WIOA"); and
14

15 WHEREAS, WIOA, as well as WIA, required oversight by a board made up of
16 business representatives, representatives of labor, and mandated members
17 representing education, vocational rehabilitation, economic development, employment
18 services, adult education and literacy, and social services (the "Board"); and
19

20 WHEREAS, the Board and the Council of Local Elected Officials ("CLEO") (the
21 presiding commissioners of each of the seven counties) have designated the City of
22 Springfield, Department of Workforce Development, as the operator of WIOA programs.
23 In addition, the CLEO has designated the City of Springfield the fiscal agent and
24 recipient of WIOA funds; and
25

26 WHEREAS, the Board Agreements, including an Administrative Agreement and
27 a Fiscal Agreement, copies of which are attached hereto and incorporated herein by
28 reference as ("Exhibit A"), outline the responsibilities of the Department of Workforce
29 Development, the Department of Finance, the Board, and the CLEO. Authorization of
30 the City Manager to sign the documents indicates the City's agreement with said
31 documents.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
37 the Board Agreements attached hereto and incorporated herein by this reference as
38 “Exhibit A,” provided said agreements are in substantially the same form at the
39 attached, and said form is approved by the City Attorney.

40
41 Section 2 – This Ordinance shall be in full force and effect from and after
42 passage.

43
44 Passed at meeting: _____

45
46 _____
47 Mayor

48
49 Attest: _____, City Clerk

50
51 Filed as Ordinance: _____

52
53
54 Approved as to form: Mary L. L. L., Assistant City Attorney

55
56
57 Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-312

FILED: 11-23-21

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: To authorize the City Manager, or his designee, to sign agreements with the Ozark Region Workforce Development Board and the Council of Local Elected Officials to ensure that the Workforce Innovation and Opportunity is followed in the Ozark Region, comprised of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster counties.

BACKGROUND INFORMATION:

The Department of Workforce Development (the "Department") was established by City Code and has operated workforce development programs for over forty years. The Department provides employment and training services through Comprehensive Employment and Training Act ("CETA"), the Workforce Investment Act ("WIA"), and the Workforce Innovation and Opportunity Act ("WIOA").

WIOA, as well as WIA, required oversight by a board made up of business representatives, representatives of labor, and mandated members representing education, vocational rehabilitation, economic development, employment services, adult education and literacy, and social services (the "Board").

The Board and the Council of Local Elected Officials ("CLEO") (the presiding commissioners of each of the seven counties) have designated the City of Springfield, Department of Workforce Development, as the operator of WIOA programs. In addition, the CLEO has designated the City of Springfield the fiscal agent and recipient of WIOA funds.

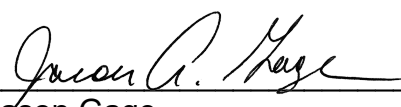
The Board Agreements, including an administrative and a fiscal agreement, outline the responsibilities of the Department of Workforce Development, the Department of Finance, the Board, and the CLEO. Authorization of the City Manager to sign the documents indicates the City's agreement with said documents.

Recommended by:



Sally Payne, Director
Department of Workforce Development

Approved by:



Jason Gage,
City Manager

Exhibit A

ADMINISTRATIVE AGREEMENT Between Ozark Region Chief Elected Officials, Ozark Region Workforce Development Board, and The City of Springfield

This Ozark Region Subrecipient and Administrative Agreement (the “Agreement”) is entered into between the Chief Local Elected Officials Council (“CLEO”) and Ozark Region Workforce Development Board (“Board”), acting as the local workforce development board for the counties of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster (collectively, “the Ozark Region”) in the State of Missouri and the City of Springfield (“COS”), all jointly referenced in this Agreement as the “Parties”. The purpose of this Agreement is to set forth the administrative roles and responsibilities of CLEO, the Board, and COS in fulfilling their respective requirements and duties for the Ozark Region under the Workforce Innovation and Opportunity Act (Public Law 113-128, July 22, 2014) (“WIOA”).

WHEREAS it is the responsibility of the Board to provide strategic guidance and oversight with respect to workforce development activities under WIOA for the Ozark Region in partnership with the CLEO; and

WHEREAS, pursuant to the CLEO Agreement dated _____, CLEO has designated the COS, Department of Workforce Development, as the Title I service provider for the Ozark Region; and

WHEREAS, pursuant to the CLEO Agreement dated _____, CLEO has designated the COS, Department of Finance as the fiscal agent under WIOA for Ozark Region (“Fiscal Agent”); and

WHEREAS COS employees fulfill some of the CLEO’s WIOA duties; and

WHEREAS, because COS is performing multiple functions within the Ozark Region workforce system, the Parties hereto are required to enter into separate agreements in order to spell out their respective roles and responsibilities; and

WHEREAS COS employees in the Department of Workforce Development fulfill operational duties on behalf of the Board, which have been agreed upon by COS and the Board, (“COS Workforce Staff”); and

WHEREAS the Parties each desire to set forth the roles and responsibilities of the COS of Springfield, Department of Workforce Development in providing administrative support to the Board in this Agreement; and

WHEREAS the Parties acknowledge that the CLEO and the Board are not authorized to exercise control, influence, or oversight over the COS Council’s legislative authority, including the authority to set budgets for the COS, unless mutually agreed upon in advance; and

WHEREAS the Parties acknowledge that the CLEO and the Board have sole authority to allocate WIOA funds, and to approve the budget for the WIOA funds annually, as well as any applicable modifications during the fiscal year; and

WHEREAS, the Parties acknowledge that the COS, in its Administrative role under this Agreement, is implementing the budget adopted by CLEO and the Board and is not authorized to exercise control, influence, or oversight over the CLEO and the Board's authority, operations or budget, as set forth in Public Law 113-128, July 22, 2014 ("WIOA"), and implementing regulations.

NOW, THEREFORE, in consideration of the responsibilities of each party as designated in WIOA, the Parties agree to the following:

I. DESIGNATION OF ADMINISTRATIVE ENTITY

CLEO designates the Ozark Region Workforce Development Board as the Administrative Entity for the Ozark Region WIOA funds.

II. SOLE DUTIES OF THE CLEO

CLEO agrees to exercise diligently, and in a timely manner, the following responsibilities reserved solely to the CLEO under WIOA:

- A. Designate a Subrecipient:** CLEO has designated the COS, Department of Finance to serve as the Fiscal Agent of WIOA funds and any other federal or state workforce development funds as may be awarded to the Board and its CLEO. The COS, Department of Finance, on behalf of the Board, shall receive all WIOA-related funds for the Ozark Region and disburse such funds for workforce development and investment activities according to the budget jointly approved by the Board and CLEO. Should COS be awarded or receive any non-governmental funds related to WIOA activities, such funds shall be accounted for and reported on separately from WIOA or other state and federal awards. The same shall occur if the Board should become incorporated.
- B. Accept Liability for Workforce Development Funds:** Notwithstanding the designation of the COS, Department of Finance, as the Fiscal Agent above, CLEO shall remain liable to the State or Federal governments, in accordance with Section 184(d) of WIOA, for any amounts allocated to the Ozark Region determined by the Secretary of the United States Department of Labor to have been misappropriated, as set forth in the Fiscal Agent Agreement.
- C. Request Local Area Designation Modifications:** Should CLEO desire to modify the geographic boundaries of the Ozark Region and/or merge with another Local Area in Missouri, CLEO is responsible for requesting in writing that the Governor of the State of Missouri make such modifications.
- D. Select a Fiscal Agent:** As per the Fiscal Agent Agreement, the COS, Department of Finance, shall serve as Fiscal Agent for the Ozark Region and shall perform the duties set forth in such Agreement.

- E. Create Bylaws Outlining the Board Appointment Process:** CLEO is solely responsible for appointing members to the LWDB. The CLEO has outlined a process for appointing such members as set forth in the CLEO Bylaws. The CLEO shall ensure that it maintains the minimum compositional requirements required by WIOA.
- F. Comprehensive Oversight of WIOA activities:** The CLEO shall be responsible for comprehensive, high-level oversight of all WIOA activities, including both fiscal and programmatic matters and shall ensure that the Ozark Region partnerships are functioning effectively, providing guidance and technical assistance if any partnership challenges are unable to be solved by the LWDB.
- G. Consult with the Governor on Reorganization or Decertification:** In the event of persistent failed performance, fraud, abuse, or mismanagement of funds in the Ozark Region, CLEO may consult with the Governor of the State of Missouri, or the Governor's designee, on potential reorganization and/or decertification of the Ozark Region to address such concerns.

III. JOINT RESPONSIBILITIES OF CLEO AND THE BOARD

CLEO and the Board agree to exercise diligently, and in a timely manner, the following joint responsibilities under WIOA and/or other funding sources granted through the use of the authority of the CLEO or the Board:

- A. Comprehensive Oversight of funded sources and/or activities:** The CLEO and the Board, as delegated from CLEO, shall be responsible for comprehensive, high-level oversight of all CLEO or Board funded activities, including both fiscal and programmatic matters and shall ensure that the Ozark Region partnerships are functioning effectively, providing guidance and technical assistance if any partnership challenges are unable to be solved by the One Stop Operator or other contractors.
- B. Comment on the State Plan:** CLEO and the Board will cooperate in commenting on the State Plan, as requested by the State of Missouri, to provide input on those aspects of the State Plan, which may impact the workforce development system in the Ozark Region. The parties may opt to present their joint comments through the Executive Director of the Board or another designee.
- C. Develop the Local Plans:** The Board shall have primary responsibility in developing the Local Area Plan, which shall have occurred through a local strategic planning process that is inclusive of all Core and Required WIOA partners (as described in WIOA and related TEGs), as well as any other key stakeholders desired by the Board. The Board may delegate this duty to COS staff. The Local Area Plan should serve as a road map for how the Local Area will allocate its resources to meet WIOA objectives. Upon approval of the draft of the Local Area Plan it will be provided to the members of CLEO for review, comment, and approval at least 30 days prior to its required submission date. Public comments shall be reviewed and summarized for possible inclusion in the Local Area Plan prior to its formal approval. Formal approval on the Local Area Plan will be required from both CLEO and the

Board before it is submitted to the Governor. The Board shall review the Local Area Plan every two (2) years, and update it as necessary, to reflect any changes in the local economy.

- D. Set Policy for the Ozark Region:** CLEO may set policy through its agreements, with respect to those responsibilities that are solely reserved for CLEO. The Board shall be primarily responsible for approving fiscal and operational policies for the Local Area, subject to review and comment by CLEO. The Board shall, at a minimum, maintain written policies regarding the fiscal administration of funds for the local area and regarding operations of Title I programs under WIOA, including grievance policies. The Board shall also ensure that it develops and maintains any local policies required by the State of Missouri. These policies must be approved by action of the Board in accordance with its Bylaws. The Board, through the administrative support of the Executive Director of the Board and COS Fiscal and Workforce Staff, shall be responsible for developing all procedures, processes, operations manuals as it believes necessary to ensure smooth operations and to ensure compliance with audit and monitoring requirements.
- E. Conflicts of Interest:** CLEO, the Board, and its committees and staff, are responsible for maintaining the public trust in all matters concerning use of federal and state funds for the purpose of carrying out workforce activities. To meet that end, the Board shall establish written Conflict of Interest policies in compliance with any State requirements. All members of CLEO, the Board, Board committees, COS Workforce Staff, and Board Staff shall acknowledge in writing that they have read and received a copy of the Conflict of Interest policy and shall execute a conflict disclosure form. Members shall also continue to keep such forms updated with any changes during such member's term. All conflict disclosure forms once completed will be submitted to the Executive Director of the Board and maintained by the Executive Director of the Board in the records of the Board. No personal information shall be given and retained by the Executive Director of the Board for COS staff.
- F. Develop and Approve the Local Area Budget:** The Board will participate in the development and approval of an annual operating budget as well as an annual One-Stop budget for purposes of infrastructure cost sharing under WIOA. The annual planning budget shall be approved by the Board and the CLEO prior to the beginning of such budget's fiscal year and adjusted as necessary after allocations are received. The One-Stop budget will be developed and negotiated by the Board in its effort to create local infrastructure funding arrangements with the required WIOA One-Stop partners and the selected One-Stop Operator. Any contracts to be signed as a process of implementation of the obligations of this Agreement shall receive prior approval of the Board. COS will apprise the Executive Director of the Board or their designee of any additions, deletions, changes, or modifications in Partner agreements. The Board is authorized to delegate authority for approval of Board contracts, to the Executive Committee.
- G. Approve Non-Mandatory One-Stop Partners:** In addition to the programs and funding streams that are legislatively required to participate in the One-Stop system, the CLEO and the Board may approve additional non-mandatory partners. Should both the Board and CLEO approve a non-mandatory partner, such partner shall be required to enter into a

Memorandum of Understanding (“MOU”) with the Board regarding the deployment of its services through the One-Stop Center and its support of the One-Stop infrastructure.

- H. Designate the Title I Service Provider for the Region:** CLEO and Board have designated the COS, Department of Workforce Development as the Title I Service Provider for the Ozark Region.
- I. Select and Terminate the One Stop Operator:** The One-Stop Operator shall be jointly selected by the CLEO and the Board through a competitive procurement process at least every four (4) years. The Board is primarily responsible for initiating and managing the procurement process through its Executive Committee and shall ensure that all State of Missouri policies and local policies are followed. At its discretion, the Executive Committee may solicit additional Board and CLEO volunteers to serve as application reviewers and to conduct any vendor candidate interviews. The Board or COS may serve as the One-Stop Operator; provided, however, that it must also participate in the competitive procurement process and must demonstrate how it will maintain the proper firewalls in place to assure that conflict-of-interest principles are observed. If the Local WDB is selected to serve as the OSO, CLEO and the Governor will approve the selection, and the State has certified the one-stop centers in that region. 20CFR 679.410(a)(2)(3)
- J. Work with the Governor in a Disaster:** In the event of a natural disaster or in the event the Governor declares a state of emergency within the Ozark Region, CLEO and the Board shall work with the Governor in order to coordinate resources needed to assist those affected in recovering from the disaster. CLEO and the Board may, at their discretion, also allocate funds for this purpose.
- K. Negotiate Performance Measures:** Performance measures are established under WIOA. The minimum required measure attainments are first negotiated between the U.S. Department of Labor and the State of Missouri. Once negotiated, the State of Missouri will next negotiate those same measures with the local areas. The Board and CLEO may request different measure attainment goals than those negotiated with U.S. DOL based on unique characteristics (demographic, economic, etc.) within the Ozark Region are authorized to approve any alternative measures negotiated with the State of Missouri.
- L. General Oversight for Certifications:** Both CLEO and the Board share responsibility for general program and fiscal oversight. At a minimum, the Board shall certify as comprehensive at least one (1) workforce center within the Local Area every three (3) years, as per State policy and may certify additional sites as comprehensive, affiliate or specialized sites as per Board policy. Once certified by the Board, the Chair of the CLEO or the Chair of the Board shall execute the required documentation to verify the certification to the State. In addition, the Board shall review its own certification policy, which shall follow the State issuance and Federal law, and criteria every two years, and update as necessary, as part of its review and modification of the local planning process. As part of the certification process, the Board shall ensure that all the Ozark Region One-Stop centers are accessible to individuals with disabilities. The Board must also comply with the State’s board member recertification process every two (2) years.

M. Appeal a Governor Decision to Reorganize: Should the Governor decertify or reorganize the Ozark Region due to persistent performance failure, fraud or abuse, or failure to carry out its functions, the CLEO and/or the Board may appeal such decision in accordance with the procedures set forth by the State of Missouri.

N. Comply with Internal Control and Firewall Requirements: CLEO and the Board shall ensure compliance with all conflict of interest, internal control, and firewall requirements under WIOA. To that end, both CLEO and the Board hereby agree to be bound by and incorporate by reference the Ozark Region Firewall Policy dated _____, 2020, and any subsequent updates and revisions to such policy provided that any revisions must be first approved by the Board, CLEO, and COS through its normal policy approval process.

IV. SOLE RESPONSIBILITIES OF THE BOARD

The Board agrees to exercise diligently, and in a timely manner, the following responsibilities reserved solely to the Board under WIOA: (This section does not prohibit the COS as an organization from any of the following activities independently.)

A. Elect a Chair: The Board shall elect a Chair in accordance with its bylaws. The Board may elect such other officers, as it deems necessary as per its bylaws.

B. Create Standing Committees: The Board shall maintain at least the following standing committees: an Executive Committee, a Finance Committee, a Planning & Oversight Committee, a Youth Committee, a Marketing Committee, and a Nominating Committee. The composition and appointment of these Committees shall comply with any WIOA regulations as well as the Board bylaws.

C. Analyze Economic Conditions/Assist in Collecting LMI: The Board is responsible for staying apprised of local economic and employment conditions that may affect its decisions regarding training and resource investments. Such conditions may include, but not be limited to, new and emerging industries and occupations, shifting demographics within the Ozark Region, areas of high poverty and unemployment, labor participation rates, high demand industries, local labor shortages, pending layoffs and/or business closures. The Board shall also coordinate with other regional economic development and planning organizations in order to stay apprised of such information. The Board may delegate this responsibility to COS Staff, if agreed upon by all parties. The Board and COS will jointly conduct an annual survey to gather local data from employers. The Board shall also utilize this data in the development of its Local Area Plan, as well as in its two-year review and possible modification of the Local Area Plan. As the Board may become aware of changes to the labor market in advance of the State, the Board may keep State representatives apprised of any early signs of significant shifts in the local economic or labor conditions in order that the State may responsively assist with any layoff assistance and/or make necessary adjustments to its own data.

D. Engage Employers: The Board shall engage employers: i) as a recruitment strategy for new Board members; ii) to encourage employer use of the One-Stop system; iii) to enhance

communication and collaboration between employers, economic development, and service providers; and iv) to ensure workforce activities meet employer needs and support economic growth. Through this engagement, the Board shall gain the information it needs to perform an analysis of the knowledge and skills needed by local employers and the strategies and services that will be used to serve them. In addition to directly engaging employers, the Board may also engage various employer intermediaries, such as economic development entities and chambers of commerce, to strengthen ties to a wider number of employers and industries.

- E. Convene Stakeholders:** As part of its Local Area Plan development, the Board may engage and convene stakeholders outside of the Board membership where such stakeholders have important information about the local economy and labor market, where they may have a significant service overlap with the workforce centers and/or where they may have important non-federal expertise and resources that can be invested in the local workforce system. In addition to engaging and convening such additional stakeholders, the Board shall also invite them to comment on the Local Area Plan prior to its submission to the State.
- F. Lead Efforts to Develop and Implement Career Pathways:** The Board shall lead and coordinate efforts to develop and implement career pathways in its priority sectors. At the discretion of the Board, these efforts may include coordination with other regional initiatives, with other Missouri workforce boards, with industry associations, with economic development entities and chambers of commerce.
- G. Identify and Promote Strategies to Meet Employer and Job Seeker Needs:** The Board shall take the lead in identifying and promoting strategies to meet the needs of both employers and job seekers within the Ozark Region. Accordingly, the Board shall ensure that the One-Stop system serves both and that appropriate resources are allocated to ensure that both customers have adequate physical and program accessibility. The strategies identified and promoted should align with the Ozark Region economic and employment conditions and support its priority areas.
- H. Enter into MOUs with Core Partners and Required One-Stop Partners:** The Board shall enter into Memoranda of Understanding (MOUs) with WIOA Core Partners and other federally required One-Stop partners to identify their contributions to the One-Stop infrastructure and the services the partners will deliver through the One-Stop system. The MOUs should address and assist in the integration of One-Stop partners' intake and case management systems to the extent possible and should help facilitate access to One-Stop services including the development of strategies to take advantage of any technological intake and case management solutions.
- I. Select Career Service Providers:** If career services under WIOA Title I are not offered by the service provider, the Board shall select a provider for adult/dislocated worker services. The Board, in concurrence with the CLEO, has designated the COS, Department of Workforce Development as the provider of Title I services. The Board also has the option to contract with other service providers to meet the local workforce needs. All purchases of business services must be conducted in accordance with all City, State, and Federal rules.

The Board has appointed the COS, Department of Workforce Development as the career service operator. The COS will maintain the proper firewalls in place to assure that conflict-of-interest principles are followed. Such firewalls shall be submitted to the Board/CLEO for review and approval. COS shall abide by the guidelines established in the Board's Conflict of Interest and Firewall Policies.

- J. Select and Terminate Youth Service Provider(s):** The Board has appointed the COS, Department of Workforce Development to provide recruitment, eligibility determination and case management services (“framework services”) for youth within the Ozark Region. The COS will maintain the proper firewalls in place to assure that conflict-of-interest principles are followed. Such firewalls shall be submitted to the Board/CLEO for review and approval. COS shall abide by the guidelines established in the Board's Conflict of Interest and Firewall Policies.
- K. Ensure Sufficient Numbers and Types of Approved Eligible Training Providers:** The Board shall ensure that the Ozark Region has a sufficient number and types of career service and training providers approved at the local level to ensure WIOA participants has access to programs that support the careers most needed in the Local Area. The Board shall develop a local policy for approving training provider programs that have been approved by the State of Missouri, as well as a process for local approval of those training providers that may be exempt from the state’s approval jurisdiction. The Board shall also ensure that WIOA participants can make an informed choice when selecting their training.
- L. Review AEFLA Provider Applications:** The Board shall assist in the reviewing of adult literacy provider applications under the Adult Education and Family Literacy Act (AEFLA) within the Ozark Region to ensure that they are consistent with the Local Area Plan and provide quality programming.
- M. Manage and Leverage Local Resources and Capacity:** The Board may develop and prepare an annual resource allocation plan to aid in its management of all funding resources. The Board is authorized to seek additional local resources and funds, outside of WIOA and related government funding streams, in order to support its work, including but not limited to private foundation grants, private donations (both monetary and in-kind), sponsorships and fee-for-service models. If the Board seeks other funding, the Board shall negotiate with COS prior to the award on any fiscal and/or operational responsibilities of COS. If the parties are unable to negotiate mutually agreeable terms, COS shall not have any responsibilities or duties regarding the non-WIOA funds.
- N. Incorporate as a Not-for-Profit Corporation:** The Board may choose to incorporate as not-for-profit corporation and seek exemption from income tax under section 501(c)(3) of the IRS Code. The Board shall comply with all applicable state and federal requirements to maintain its status as such. The board of directors of such corporation shall be the Board.
- O. Executive Director and Board Staff:** In order to fulfill its responsibilities under this Agreement, the Board may either hire its own staff or utilize COS staff, if agreed upon by COS and listed in the Scope of Work. Should the Board hire staff, it shall be responsible for

preparing all necessary payroll documentation and administering any employee benefit plans, and such staff shall be subject to the salary caps under WIOA. Should the Board opt to contract for some, or all of the services required hereunder, the procurement of such contract shall comply with all applicable federal and state policies and procedures. The Executive Director of the Board can, at CLEO's discretion, serve as an administrative liaison between CLEO, the Board and COS.

- P. Set Priority Sectors:** Using available labor market information, including current high-demand and future growth occupations, the Board shall identify its priority sectors. While the Board's list of eligible training providers spans many industries and sectors, priority will be given to training programs that align with its priority sectors. The Board will consult employers and employer-oriented organizations in an effort to remain aware of various local labor market trends, which might alter the selection of priority sectors. The Board may adopt more specific policies around the priority of use of funds within the priority sectors at its discretion.
- Q. Determine Criteria for Increasing OJT Training Wage Reimbursements:** At its discretion, the Board may set criteria for increasing on-the-job (OJT) training wage reimbursements in accordance with WIOA and its regulations. This may include such strategies as increasing the training wage reimbursement for hard to fill sectors, for training participants with multiple barriers to employment or for small companies.
- R. Decide Percentage of Local Allocation for Incumbent Worker Training and Transitional Jobs:** The Board may elect to use up to twenty percent (20%) of its local training allocation for incumbent worker and may set the amount of the employer-required contribution based on certain factors including without limitation such factors as the difficulty in finding employees in the sector and the size of the company.
- S. Determine Investments in Employer Services:** At its discretion, the Board may determine the types, scale and amounts of its investments in employer services that will be executed in collaboration with the One-Stop system and those employer services that may be provided on a fee-for-service basis.
- T. Determine the Mix of Investments in Service Offerings and Training:** At its discretion, the Board shall determine the mix of investments in, and the mix of, resources allocated to the various employer and job seeker service offerings and trainings based on the careers it determines are most needed in the Ozark Region and the industries it has determined are in highest demand and poised for continued growth.
- U. Determine Support Service Offerings:** At its discretion, the Board shall approve the types of support services, through a Supportive Services Policy, it will offer to WIOA enrolled participants including, without limitation, funds paid to support participants' transportation, childcare, uniforms/specialty clothing and tools needed while enrolled in a training program.
- V. Public Records Custodian:** As the Administrative Entity for the Ozark Region, the Board shall be the custodian of the public records of the Board and of the CLEO and shall adopt

policies under applicable public records laws for the duplication and distribution of copies of public records and the charges therefor.

W. Insurance Requirements: The Board will provide its own insurance.

X. Conduct Oversight and Monitoring: In order to fulfill its fiduciary responsibilities for the CLEO, the Board as the Administrative Entity for the Ozark Region shall establish policies and perform oversight and monitoring of programs operated on behalf of the CLEO and the Board, whether funding by WIOA or other sources, if the funding for the program was secured through the use of the name of the CLEO or the Board.

V. RESPONSIBILITIES OF THE COS

“Any organization that has been selected or otherwise designated to perform more than one of these functions must develop a written agreement with the Local WDB and CEO to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, [Uniform Guidance in Title 2 of the Code of Federal Regulations], and the State’s conflict-of-interest policy.”
20 CFR 679.430, comment from Note 19 of DWD Issuance 14-2017.

All programs under WIOA and related programs or funding where the Board and/or the authority of CLEO are used to secure the funding.

A. COS to Comply with Federal and State Laws and City Regulations: Pursuant to 20 CFR 679.430 and DWD Issuance 14-2017, the Board must avoid conflicts of interest and ensure performance accountability because the COS performs two or more One-Stop Delivery System roles. One-Stop Delivery System roles include One Stop Operator, Career Services, Youth Services, and Training Services, as such roles may be revised and expanded by the Federal regulations.

- i. COS agrees to adhere to the requirements established by the Board for such firewalls and internal controls to the satisfaction of the CLEO and the Board, as required by Federal and State regulations and agreed upon by all parties.
- ii. COS agrees to require compliance with the provisions of this Agreement by its employees who perform functions under this Agreement and any other agreements related to any One-Stop Delivery System roles. COS agrees to include such requirements concerning such firewalls and internal controls through written policies.
- iii. COS specifically acknowledges that all employees performing functions for the CLEO or the Board shall file written conflict of interest statements under the laws of the State of Missouri, in compliance with OWD Issuances.
- iv. In order for the Board to perform its oversight and monitoring functions, COS agrees to make such conflict of interest statements and documentation on firewall and internal control compliance available to the Board upon request.
- v. COS understands and agrees that such firewalls and internal controls may be amended from time to time as required by Federal and State regulations throughout the duration of this Agreement. The Board agrees to provide written notice to the COS as such policies are amended and agreed upon by all parties that will allow time for the COS to implement necessary changes to its processes.

- vi. COS agrees to provide an organizational chart and functional plan that describes, and differentiates among, the duties and responsibilities performed by each department.
- vii. COS understands and agrees that all agreements or grants applied for, to be implemented by WIOA, where the Board is a required partner, and agreed upon by both parties are subject to monitoring and oversight of the Board.
- viii. COS agrees to provide updates and regular reports on staff providing WIOA and any partnered grant functions.
- ix. COS understands that changes in operation of the Job Center and satellite facilities must be communicated to the Board and Executive Director of the Board.

B. General Services to be Provided by COS: COS agrees to perform the functions and services set forth in this Agreement and the Scope of Work on behalf of the CLEO and the Board in compliance with the following terms:

- i. Comply with all the requirements of the Board, including the terms of this Agreement, the Fiscal Agent Agreement, as well as established policies and procedures of the Board adopted in compliance with Federal and State regulations which have been agreed upon by all parties. If any questions should arise regarding the application of any of these terms, policies or procedures, the Executive Committee of the Board shall be authorized to provide guidance to the COS on behalf of the Board.
- ii. COS shall comply with all federal and state, laws, rules, regulations, directives, issuances, and any other guidance, local laws and ordinances, policies of CLEO and/or the Board, and guidance issued by the Board, in the performance of its duties as under this Agreement, the Fiscal Agent Agreement, and any other contracts which may be approved by the COS and the Board/CLEO.
- iii. As a part of internal controls and monitoring, should the COS discover a violation of controls or abuse of the standards of conduct, the COS is obligated to notify the Executive Director of the Board, Board Chair, CLEO Chair, and COS HR within one (1) business day.

C. Authority to Use the Name of the CLEO and Board:

- i. The COS is only authorized to perform functions on behalf of the CLEO/Board as specified in this Agreement, the Fiscal Agent Agreement, and as approved by the Board and COS.
- ii. The COS is not authorized to act as the agent, apply for, or distribute funds in the name of the CLEO and/or the Board without prior written approval from the Board and CLEO for each funding source.

D. Authority to Use the Name of the CLEO and Board: Notwithstanding any provisions in this Agreement granting any specific authority to the COS on behalf of the CLEO and/or the Board, all contracts and agreements entered into by the COS on behalf of the CLEO and/or the Board require approval of the Executive Committee of the Board, at a minimum, prior to execution, amendment, or termination.

E. Scope of Work: Please refer to the COS Scope of Work for outlined duties.

- F. Expectations of COS Serving as Program Provider:** COS shall comply with all Federal, State, and local rules and regulations, policies of the Board and COS for performing in addition to requirements of related grant and funding agreements in performing any services, operating programs, on behalf of CLEO and the Board.
- G. Expectations for COS in Records Management for CLEO and the Board:** For the purpose of this Agreement, “Documents” are defined as records of any type or format, including but not limited to electronic media, paper or other hard copy records, and such other methods of documenting records which may be developed over time. COS agrees to serve as the repository of:
- a. All Documents necessary or reasonably expected to be maintained for a complete and efficient audit of funds;
 - b. Any additional Documents which may be required for WIOA and any other grant monitoring and oversight;
 - c. Agendas, agenda back-up materials, and meeting minutes;
 - d. Contracts, Title I documents, policies, plans, and other documents generated as a part of or required by WIOA or OWD funding; and
 - e. Any Documents which CLEO or the Board request COS to maintain (such Documents collectively referred to as “CLEO/Board Records”).
- i. The Board is the official custodian of CLEO/Board Records. COS agrees to maintain and manage the CLEO/Board Records, on behalf of the Board, in accordance with the CLEO/Board Record Retention Policy. COS agrees to provide any Board/CLEO records request made in writing within a reasonable timeframe.
 - ii. COS agrees to maintain the CLEO/Board Records in a secure manner, whether in hard copy locked file cabinets or secured electronic databases maintained on site or through the internet.
 - iii. COS agrees to maintain and administer strict policies with its staff regarding access to and security for any CLEO/Board Records. Such policies shall be approved by the Planning and Oversight Committee and Executive Committee of the Board.
 - iv. COS agrees to maintain the confidentiality CLEO/Board Records which CLEO or the Board entrust to it as a part of this Agreement, and that access to any CLEO/Board Records will be limited to staff necessary to use such records in performing their functions under this Agreement.
 - v. COS agrees to coordinate with the Executive Director of the Board for release or review of CLEO/Board Records as a part of a request from the public under the Missouri Sunshine Law.
- H. Expectations of COS as Subrecipient on Behalf of the Board:** COS duties and responsibilities as Subrecipient on behalf of the Board are further detailed in the terms of the Workforce Innovation and Opportunity Act Annual Agreement and Assurances–CLEO and the Board expect that COS will comply with all terms and conditions of the Workforce Innovation and Opportunity Act Annual Agreement and Assurance. COS understands that CLEO and the Board maintain their liability for actions by COS operating on behalf of the Board as the Administrative Entity, and ultimately that CLEO is liable under WIOA. COS acknowledges that its authority to act as Subrecipient can be withdrawn by CLEO and the

Board at any time.

VI. TERM OF AGREEMENT AND TERMINATION

- A.** This Agreement shall become effective upon signature by all Parties and shall continue until _____, 2024.
- B.** If the Governor of the State of Missouri, or designee, the Department of Labor, or the CLEO/Board so determine that an immediate termination or restructuring of workforce services, the termination of this agreement shall be in conformance with the requirements of letters or other requirements as specified by such entity or entities.
- C.** Termination of this agreement for any other reason must account for continuity of services for participants consistent with WIOA and implementing rules and regulations, and as such cannot be terminated during a Program Year.
- D.** If COS determines at any time that it does not want to continue to perform its Title I duties, its Administrative duties on behalf of the Board/CLEO under this Agreement, its Fiscal Agent role, or any other obligations delegated to the COS through this Agreement, COS shall provide notice to the other parties at least one hundred twenty (120) days in writing in advance, in order that appropriate steps can be arranged for continuity of operations.

VII. MODIFICATION OF AGREEMENT

- A. Authority for Unilateral Amendments:** In the event that revisions are made to Federal or State law or regulations, or due to other requirements of the State of Missouri, CLEO and the Board are authorized to make unilateral amendments to this Agreement in order to bring it into compliance with such legal standards. Approval by COS is required for such unilateral amendments to be authorized, however, if COS is unable or unwilling to perform its obligations under the amended agreement, COS retains its right to provide notice for termination subject to its continuity of service requirements under Section V.
- B. Mutual Amendments:** Any party may propose modifications or amendments to this Agreement at any time. Proposed amendments under this paragraph shall be presented to the parties at least thirty (30) days prior to consideration of the amendment. Prior to any such mutually agreed amendment taking effect, all parties must follow their respective processes for approval/disapproval.

VIII. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IX. SIGNATURES

IN WITNESS WHEREOF, the parties do hereby agree to the terms of this Agreement and certify that each has the legal authority of his/her respective governing body to enter into this Agreement.

[Signature Page Follows]

“CLEO” - Chief Local Elected Officials Council of Missouri Ozark Region

By: _____ Date: _____
Bob Dixon, Chair

“Board” - Ozark Region Workforce Development Board

By: _____ Date: _____
Susan Johanson, Chair

“COS” - City of Springfield, Missouri

By: _____ Date: _____
Name/Title

FISCAL AGREEMENT
Between Ozark Region Chief Elected Officials,
Ozark Region Workforce Development Board, and
The City of Springfield Regarding
Responsibilities and Duties as Fiscal Agent

This Agreement (“Agreement”) is entered into between the Chief Local Elected Officials Council (“CLEO”) and the Ozark Region Workforce Development Board for the Ozark Region in the State of Missouri (“Board”), and the City of Springfield (“COS”), all jointly referenced in this Agreement as the “Parties”. The purpose of this Agreement is to set forth the roles and responsibilities of the City of Springfield, Department of Finance in fulfilling its requirements and duties as Fiscal Agent under the Workforce Innovation and Opportunity Act (Public Law 113-128, July 22, 2014) (“WIOA”).

WHEREAS, CLEO is the Grant Recipient of WIOA funds for the Ozark Region, consisting of seven counties; and

WHEREAS, the Board is responsible for administration of WIOA activities in the Ozark Region; and

WHEREAS, CLEO has designated the City of Springfield, Department of Finance as the fiscal agent under WIOA for Ozark Region (“Fiscal Agent;”) and

WHEREAS, COS employs staff who are responsible for fulfilling its Fiscal Agent duties on behalf of CLEO; and

WHEREAS, because COS is performing multiple functions within the Ozark Region workforce system, the Parties hereto are required to enter into separate agreements in order to spell out their respective roles and responsibilities; and

WHEREAS, the Parties each desire to set forth the roles and responsibilities of the City of Springfield, Department of Finance as Fiscal Agent in this Agreement; and

WHEREAS, the Parties acknowledge that the COS, as Fiscal Agent, is implementing the budget adopted by CLEO and the Board and is not authorized to exercise control, influence, or oversight over the CLEO and the Board’s authority, operations, or budget, as set forth in Public Law 113-128, July 22, 2014 (“WIOA”), and implementing regulations;

WHEREAS, the Parties acknowledge that the CLEO and the Board are not authorized to exercise control, influence, or oversight over the COS City Council’s legislative authority, including the authority to set budgets for the COS; and

NOW, THEREFORE, in consideration of the responsibilities of each party as designated in WIOA, the Parties agree to the following:

I. DESIGNATION AND EXPECTATIONS OF FISCAL AGENT

CLEO is the grant recipient of WIOA funds from the State of Missouri for the Ozark Region. The Board is responsible under WIOA for administration of workforce development activities and execution of adult, dislocated worker, and youth funds allocated to the Ozark Region. In order to assist in the administration of the grant funds on behalf of the Board, CLEO has chosen to designate COS to serve as the fiscal agent for the Ozark Region. As fiscal agent, the State of Missouri Office of Workforce Development (“OWD”) sends Title I grant funds to COS as a subrecipient on behalf of the Board.

Designation of COS as the fiscal agent does not relieve CLEO of liability for the misuse of grant funds. The Board is charged by WIOA and CLEO with the responsibility for oversight and monitoring of the work of the fiscal agent. In order to ensure proper administration of the grant funds, CLEO and the Board must ensure that COS has clearly defined roles and responsibilities as fiscal agent.

Accordingly, CLEO and the Board, in order to ensure compliance with their obligations and responsibilities under WIOA, enter into this Fiscal Agent Agreement with the COS with the following expectations:

- A.** CLEO and the Board expect COS to comply with Federal and State law, regulations promulgated by the U.S. Department of Labor (DOL), technical assistance guidance letters, desk aids from the State of Missouri and any other guidance from the State of Missouri Office of Workforce Development (OWD), and any policies established by DOL or OWB for WIOA programs.
- B.** CLEO and the Board expect COS to comply with relevant circulars of the Office of Management and Budget. These include but are not limited to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR, Part 200 and DOL’s Exceptions at 2 CFR 2900.
- C.** CLEO and the Board expect COS to comply with the WIOA Annual Agreement with the State of Missouri to perform the duties set forth therein.
- D.** CLEO and the Board expect COS to maintain an accounting system that will meet all the fund accounting and reporting requirements for WIOA grant programs.
- E.** CLEO and the Board expect COS to employ, train and maintain qualified staff necessary to fulfill the duties of fiscal agent, subject to the limitations of an annual budget.
- F.** CLEO and the Board expect COS to continuously review operational policies and to make recommendations to the Board to streamline or improve administration of WIOA programs.
- G.** CLEO and the Board expect COS to manage an appropriate system for the monitoring of grants and contracts.

- H. CLEO and the Board expect that resources paid for with WIOA funds, including personnel, will be used only for WIOA and/or CLEO/Board approved purposes.
- I. CLEO and the Board expect that COS will use the name of the Board only with prior Board and CLEO approval.
- J. Prior approval will be required for any WIOA-related fund or partnering is required for a grant.

II. FISCAL AGENT ROLES AND RESPONSIBILITIES

COS, as the fiscal agent, cooperates with and assists the CLEO and the Board with their workforce objectives in conformity with WIOA regulations. The fiscal agent receives and manages all federal and state-allocated WIOA funds for the Ozark Region. The fiscal agent is generally responsible for the receipt, disbursement, accounting and reporting of WIOA and all other grant funds partnered between COS and the CLEO/Board during the reporting period.

The fiscal agent duties and responsibilities are performed as authorized by the CLEO and performed in accordance with, and governed by, applicable WIOA provisions. The fiscal agent's work is performed in accordance with the policies and procedures of the Board, which must align with Generally Accepted Accounting Principles (GAAP). The fiscal agent ensures WIOA funds are spent according to the Board- and CLEO-approved budget. In addition, the fiscal agent provides services related to grants management, general accounting and financial services, oversight for fund integrity, staff support and technical assistance on fiscal matters. The fiscal agent responds to audit financial findings.

Section 107 of WIOA states that the fiscal agent is to "disburse funds immediately on receiving such direction from the local board..." The only discretion available to a fiscal agent in funding decisions is to ensure that the Board actions are consistent with the approved budget and do not violate the Act. COS does not make decisions about who receives funding or approve WIOA budgets. The fiscal agent will develop the draft budget jointly with the Board.

Under this Agreement, COS, as the fiscal agent, provides an accounts payable and receivable operation for CLEO and the Board disbursing the funds at the direction of CLEO and the Board as long as those directives do not violate any provision of WIOA or OMB Circulars or Federal Acquisition Regulations (FAR) or COS Accounting Controls and Procedures. Specific responsibilities of the Fiscal Agent are as follows:

- A. **Receive and Expend Funds:** The Fiscal Agent shall be responsible for drawing down all grant funds awarded to the Ozark Region and/or the COS on behalf of the CLEO/Board in a timely manner in order to ensure smooth operations of the activities funded by such monies. The expenditure of federal and state funds shall be governed by the "first in first out" rule, meaning the oldest money is deemed to have been expended prior to any later award of funds. COS, in coordination with the Board, shall ensure that WIOA funds are expended within two years and that no more than twenty percent (20%) of its WIOA program (non-administrative) allocation is carried forward from one year to the next. In the event that allocations are to be carried forward, COS shall seek and receive approval from the Executive Committee of the Board and

the Chair of CLEO in a timely manner. The Board, and the CLEO may request the transfer(s) of funds between the adult and dislocated worker funding streams, which must be approved by the State of Missouri.

B. Ensure Fiscal Integrity and Accountability: In order to ensure fiscal integrity and accountability, COS shall:

- i. Review all fiscal monitoring reports (whether conducted by local, state, or federal oversight personnel) and respond timely to any findings or recommendations therein.
- ii. The Fiscal Agent shall hire an independent firm to conduct an annual financial audit in accordance with GAAP and in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards. The Chair or the Chair's designee, and the Executive Director of the Board will be included in the entrance and exit interviews with the audit firm for WIOA-related grants, grants administered on behalf of the Board, and any COS and Board/CLEO partnered grants.
- iii. In the event that there are management concerns or significant findings by the auditor concerning WIOA funds and system procedures such concerns or significant findings shall be provided immediately to the Board/CLEO for their review in order to implement their monitoring and oversight responsibilities.
- iv. Provide any financial audit regarding WIOA funds, grants administered on behalf of the Board, and any COS and Board/CLEO partnered grants. to the Board and the CLEO immediately upon completion of said audit.
- v. Pursuant to 2 CFR 200 Subpart F, §200.52 upload its reporting package and data collection form to the Federal Audit Clearinghouse (FAC).
- vi. Develop and prepare Budgets for Board and CLEO approval, and submit Budgets for review in adequate time for meaningful review and participation by the Finance and Executive Committees of the Board prior to submission for the approval of the Board and CLEO.
- vii. Develop and prepare monthly financial expenditure reports.
- viii. Develop and prepare month end information, including, but not limited to, accruals, all administrative expenditures, and any and all WIOA employment and training-related fiscal and programmatic-related reports.
- ix. Notify the Chair of the Board and Executive Director immediately of any irregularities identified, whether able to be rectified at the time of identification or not.
- x. If partnering on a grant, it will require Board/CLEO and COS City Council authority and/or approval in order to acquire said funding if the notice window is 60 days or more. If less than 60 days, the Fiscal Agent will consult the City Manager and the Executive Committee of the Board for approval.
- xi. Prepare designated schedules for any audit.
- xii. Prepare required financial reports for the State of Missouri or other grant agencies if partnering on a grant.
- xiii. Monitor the work of any WIOA Subcontractors.

- xiv. Apply for additional grants on behalf of the Board as directed by the CLEO and Board if agreed upon by COS.
- xv. Process travel reimbursements for the Board members.
- xvi. Require documentation of allocation of time in accordance with State of Missouri guidelines, and provide monitoring reports for approval of the Finance and Executive Committees of the Board.
- xvii. Maintain inventories of property purchased with WIOA funds and seek approval of the Board and CLEO prior to disposition of any property over \$500.
- xviii. Monitor reporting hours of staff funded through WIOA and any Board/CLEO partnered grants.
- xix. Provide regular WIOA reports on program income and plans for expending to the Finance and Executive Committees of the Board. Seek approval of the Board and CLEO for use of program income prior to expenditure.
- xx. Develop and prepare additional information as requested by the Board, its Committees, and agreed upon by the Fiscal Agent.

C. Duties of COS as Fiscal Agent: In fulfilling its duties to receive and disburse such monies as Fiscal Agent on behalf of CLEO and the Board, COS shall make best efforts to:

- i. Prepare accounts payable checks based on voucher documentation provided;
- ii. Process draw requests with allocation by specific fiscal and program year;
- iii. Post reconciliation file back to State of Missouri's fiscal system;
- iv. Maintain general ledger system detail by general funding stream;
- v. Prepare bank reconciliations, including a report of outstanding checks;
- vi. Maintain individual grant balances and provide monthly grant balance reports;
- vii. Remit any contractor ACH payments;
- viii. Prepare and upload LAGERS retirement system files;
- ix. Prepare quarterly use tax return;
- x. Process payroll and submit compliance reports;
- xi. Prepare Forms 1099, Information Returns;
- xii. Prepare annual IRS Form 990;
- xiii. Assist with external audit as requested;
- xiv. Prepare any travel reimbursements for Board members;
- xv. Prepare and maintain any leases of real estate, physical property, and/or any property, materials, or equipment necessary to carry out the work of the Board as it relates to WIOA and any Board/CLEO and COS partnered grants; and
- xvi. Discharge other duties needed or implied to carry out the specifically assigned duties above.

D. Respond to Audit Findings: COS shall respond to and correct any financial audit findings in a timely manner and shall consider any recommendations of the auditors in consultation with the Executive Director for the Board and the Fiscal Agent, consistent with Paragraph I.B(iii) above as it relates to WIOA funding.

E. Maintain Accounting Records and Documentation: COS shall maintain all accounting records and documentation necessary to produce all financial documentation listed herein and necessary to support audit and monitoring functions and will provide and/or make such documentation available to the Board/CLEO upon request. Such records and documentation

shall include, but not be limited to, the following:

- i. Accounts payable invoices, payroll data, and participant payment source document;
- ii. Check disbursement copies;
- iii. Weekly check registers;
- iv. Monthly drawdown documents;
- v. Monthly general ledger reports;
- vi. Monthly trial balance reports;
- vii. Grant award contract documents for WIOA;
- viii. Monthly bank statements and reconciliations; and
- ix. Event sponsorships and donations for WIOA.

- F. Prepare and Present Financial Reports:** The Fiscal Agent shall prepare accurate monthly financial reports, which shall be provided on a monthly basis to the Executive Director of the Board, and at each regular bi-monthly meeting of the Finance Committee, Executive Committee, Board and at any joint meetings of the CLEO and the Board. In addition, COS shall prepare and submit all financial reports on WIOA state-funded grants or programs in a timely manner as required by the State of Missouri and other required reporting agencies.
- G. Provide Technical Assistance to Subcontractors:** To the extent it has expertise in the area for which assistance is requested, COS may provide technical assistance on any financial questions or guidance requested by subcontractors of WIOA or other government funds.
- H. Procure Contracts:** COS may procure all contracts related to WIOA as requested on behalf of the Board related to its function for the Ozark Region in accordance with all applicable federal, state, COS, and local Board policies and procedures regarding such procurement.
- I. Financial Monitoring of Subcontractors and Service Providers:** COS will conduct financial monitoring of subcontractors and service providers on an annual basis or as required by the Board including the monitoring of its OSO. A copy of said reports will be provided to the Executive Director of the Board immediately upon completion.

III. STAFF

- A. Accounting Supervisor:** In order to fulfill its responsibilities under this Agreement, COS, will hire staff to supervise the Fiscal Agent function ("Accounting Supervisor"), who will be responsible for the day-to-day operations of the local Fiscal Agent functions on behalf of the CLEO and the Board, and shall provide regular financial reports to the Board as provided in paragraph II.E above.
- B. Staff Development:** COS shall ensure that the Accounting Supervisor and any other employees it assigns to perform duties under this Agreement are adequately trained and knowledgeable of WIOA and any other workforce grant funds received ("Staff"). COS shall make best efforts to also ensure that Staff should stay current on Federal TEGL and State issuances, that the Accounting Supervisor attends meetings of the Board, Finance Committee, Executive Committee, and other committees as needed, and attends workforce

financial management-related trainings. COS shall ensure that Staff are made aware of the expectations of CLEO and the Board set forth in this Agreement.

- C. Expectations for Public Meetings and Audit:** COS shall ensure that the Accounting Supervisor and/or appropriate COS Department of Finance staff attend Finance Committee and Executive Committee meetings, and any other meetings as requested by the Board. The Accounting Supervisor and/or appropriate COS Department of Finance staff must be present during the audit activities of the COS. The Accounting Supervisor and/or appropriate COS Department of Finance staff will update the Board on a bi-monthly basis on WIOA financial activities.
- D. Continuity of Services:** COS shall ensure that appropriate cross-training shall occur to guaranty continuity of services to support the Board without compromising the separation of duties.

IV. FUNDING

The Fiscal Agent shall operate within the portion of administrative funding for the Fiscal Agent function under WIOA budgeted by the Board and CLEO annually. This section shall not be construed as to limit the City of Springfield City Council's legislative authority, including the authority to set budgets for the COS. The Parties acknowledge that the COS, as Fiscal Agent, is implementing the budget adopted by CLEO and the Board and is not authorized to exercise control, influence, or oversight over the CLEO and the Board's authority, operations, or budget, as set forth in Public Law 113-128, July 22, 2014 ("WIOA"), and implementing regulations.

V. INTERNAL CONTROLS AND FIREWALL POLICIES

COS and CLEO shall ensure compliance with all conflict of interest, internal control, and firewall requirements under WIOA. To that end, both COS and CLEO hereby agree to be bound by and incorporate by reference the Ozark Region Firewall Policy dated _____, 2021 and any subsequent updates and revisions to such policy provided that any revisions must be first approved by the Board, CLEO, and COS through its normal policy approval process.

The Accounting Supervisor shall provide an organizational chart and functional plan that describes, and differentiates among, the duties and responsibilities performed by the Fiscal Agent.

COS shall establish conflict of interest guidelines to maintain internal controls by separating incompatible duties and functions between divisions and units. (For example, an organizational unit that initiates purchase requisitions cannot perform all the other functions involved in approving, ordering, receiving, and accounting for those purchases.) The guidelines will be provided to the Board.

VI. CLEO AND BOARD EXPECTATIONS ABOUT LIABILITY

COS will assist the CLEO and the Board with the recovery of funds paid to contractors or vendors and subsequently disallowed. To the extent such disallowed funds are recovered from

the contractor or vendor, COS will reimburse the CLEO. COS will not be responsible for funds disallowed at the contractor or vendor level. COS will be responsible for any theft or misappropriation of WIOA funds that occur due to COS's negligence or fraud.

CLEO and the Board agree that all agreements or contracts with service providers shall include provisions that require the service provider to be responsible for disallowed costs resulting from the service provider's known failure to apply or properly interpret WIOA requirements, gross negligence, the service provider's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of CLEO and the Board.

In the event that internal monitoring identifies potentially disallowed costs, COS will act with due diligence to address and correct the situation. COS must immediately notify the Chair of the Board and Executive Director of the Board of the situation.

VII. OTHER EXPECTATIONS OF CLEO AND THE BOARD

The expectations identified in this Agreement are not comprehensive nor are they intended to be. Instead, they establish a baseline set of expectations for all parties involved.

CLEO and the Board expect to work in partnership with COS to safeguard WIOA funds and to assure that the funds available in the Ozark Region are used for the maximum benefit of citizens in the seven counties.

VIII. TERM OF AGREEMENT AND TERMINATION

- A.** This Agreement shall become effective upon signature by all parties and shall continue until June 30, 2024, or until such time agreed upon in writing by all parties.
- B.** If the Governor of the State of Missouri, or designee, the Department of Labor, or the CLEO/Board so determines an immediate termination or restructuring of workforce services, the termination of this agreement shall be in conformance with the requirements of letters or other requirements as specified by such entity or entities. If this occurs, then termination notification as provided in the following sections D and E are not applicable.
- C.** Termination of this agreement for any other reason must account for continuity of services for participants consistent with WIOA and implementing rules and regulations, and as such cannot be terminated during a Program Year, except as provided in the following section D, E, or F.
- D.** In the event that administrative funds are not made available at a level to support the fiscal obligations of COS in this agreement ("Required Level"), COS and CLEO will meet as soon as possible to discuss options to provide for continuity of services. CLEO shall provide to COS in writing at least 30 days notice ("the Notice") of the date on which administrative funds will not be made available at the Required Level. If the State has allocated sufficient administrative funds to provide funds at the Required Level, the CLEO and Board shall

continue to make funds available at the Required Level until the date provided in the Notice, and this agreement shall terminate on the date provided in the Notice.

- E. If COS determines at any time that it does not want to continue to perform its Title I duties or Fiscal Agent role, COS shall provide notice to the other parties at least one hundred twenty (120) days in writing in advance, in order that appropriate steps can be arranged for continuity of operations.
- F. If the CLEO/Board determines at any time that it does not want to continue to utilize the COS as its Fiscal Agent, CLEO/Board shall provide notice to the other parties at least one hundred twenty (120) days in writing in advance, in order that appropriate steps can be arranged for continuity of operations. To ensure continuity, during a transition of services, the COS shall provide necessary resources to successfully transition to a new Fiscal Agent.

IX. MODIFICATION OF AGREEMENT

- A. **Compliance with Law Amendments:** In the event that revisions are made to Federal or State law or regulations, or due to other requirements of the State of Missouri, the parties shall amend this Agreement in writing in order to bring it into compliance with such legal standards. Approval by COS is required for such amendments to be authorized, however, if COS is unable or unwilling to perform its obligations under the amended agreement, COS retains its right to provide notice for termination subject to its continuity of service requirements under Section VII.
- B. **Mutual Amendments:** Any party may propose modifications or amendments to this Agreement at any time. Proposed amendments under this paragraph shall be presented to the parties at least thirty (30) days prior to consideration of the amendment. Prior to any such mutually agreed amendment taking effect, all parties must follow their respective processes for approval/disapproval.

X. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

XI. SIGNATURES

IN WITNESS WHEREOF, the Parties do hereby agree to the terms of this Agreement and certify that each has the legal authority of his/her respective governing body to enter into this Agreement.

[Signature Page Follows]

“CLEO” - Chief Local Elected Officials Council of Missouri Ozark Region

By: _____ Date: _____
Bob Dixon, Chair

“Board” - Ozark Region Workforce Development Board

By: _____ Date: _____
Susan Johanson, Chair

“COS” - City of Springfield, Missouri

By: _____ Date: _____
Name/Title

Scope of Work
City of Springfield
Department of Workforce Development and Department of Finance

The City of Springfield “COS” hereby submits this Scope of Work to outline the roles and responsibilities for the operation of the Workforce Innovation and Opportunity Act (WIOA) as appointed by the Council of Local Elected Officials (CLEO) and the Workforce Development Board “the Board” for the Ozark Region.

As such, the CLEO has designated the City of Springfield Department of Finance as the Fiscal Agent for WIOA funds. In conjunction with the CLEO, the Board has appointed the Department of Workforce Development as the operator of WIOA in the Region, including the programs of Adult, Dislocated Worker, Career and Business Services, and Youth services.

COS agrees to the following activities for the Department of Workforce Development-Operator and the Department of Finance-Fiscal Agent.

Department of Workforce Development

1. Compose and prepare the Ozark Region Plan of Service for approval by the Board and the CLEO, posted for the required 30-day period, and submitted to the State. The plan will be modified upon need and shall follow the same procedures of approval and posting.
2. Compose and prepare program policies for review and approval by the Board and CLEO. Any modifications to any such policy shall undergo review and approval of the Board and CLEO. This shall include, but not limited to, Supportive Services, Incentive, Training, ETPS, and Incumbent Worker policies.
3. In conjunction with the One-Stop operator, shall negotiate any infrastructure agreements on behalf of the Board. Such infrastructure agreements shall be approved by the Board.
4. In conjunction with the One-Stop operator, shall assist in the preparation of the partner Memorandum of Understanding (MOU), and submit it to the Board and CLEO for approval prior to submission to the State of Missouri.
5. In conjunction with the One-Stop operator, coordinate among the Board and all partners of the workforce system in the Ozark Region.
6. Serve as the liaison between the Board and each of the Job Centers within the Ozark Region.
7. Preliminarily negotiate performance and present options to the Planning & Oversight Committee for approval prior to Board and CLEO approval.

8. Staff all Board and CLEO meetings, including taking minutes, assisting with the development of agenda items, corresponding said meeting with Board members, and preparing reports.
9. Assigned and presenting staff shall attend all Board Committees meetings, Board meetings, and CLEO meetings and shall provide necessary reports.
10. Arranging Board travel and preparing reimbursement documentation for travel (i.e. mileage reimbursement, etc.) following City financial procedures.
11. Shall conduct local monitoring on WIOA programs and shall provide regular updates at appropriate Board committees and the Board meetings.
12. Shall keep the Board and CLEO apprised of WIOA performance measures on a regular basis at appropriate committee, Board, and CLEO meetings.
13. Coordinate efforts between industry, education, economic development, labor unions, and community-based organizations.
14. Prepare any necessary documentation required by the U.S. Department of Labor, the State of Missouri, or any other WIOA funding authority for the purpose of carrying out the strategic goals of the Board.
15. Conduct oversight on behalf of the Board and CLEO of Title I Adult/Dislocated Worker program activities and Youth program activities, as well as oversight of the one-stop delivery system in the Ozark Region.
16. Serve as a repository for all WIOA records, Board records, and CLEO records.

Department of Finance-Fiscal Agent

1. Process all Board travel reimbursement expenses.
2. Follow prescribed financial Federal, State, and City financial policies. Comply with policies regarding the allocation of funds for special projects and purchases in accordance with procurement rules.
3. Ensure the appropriate use and management of WIOA funds to maximize performance outcome, including reviewing and approving all draws on WIOA funds.
4. Comply with policies regarding the custody, safety, and control of all personal and real property, including materials, supplies, and equipment necessary purchased with WIOA funds to carry out the goals of the Board.

5. Development, preparation, and presenting of the WIOA annual budget for the Finance Committee, Board, and CLEO approval.
6. Prepare monthly budget reports for presenting at the Finance Committee meeting, Board meeting, and CLEO meeting.
7. Preparation of cash receipts information as applicable.
8. Other duties as outlined in the Fiscal Agent agreement and agreed upon by all parties.



Policies

Ozark Region Workforce Development Board

Firewall Policy and Procedures

Effective Date: _____

Last Review/Revision Date: _____

Board Approval Date: _____

Date Created: _____

Firewall Policy

Background:

The Ozark Region Workforce Development Board serves as the local workforce development board ("Board") for Christian, Dallas, Greene, Polk, Stone, Taney, and Webster counties in Missouri ("Local Area") and has been designated by the Chief Local Elected Officials Council ("CLEO") as the administrative entity for Local Area. As the Ozark Region workforce system includes entities that serve multiple roles within the system, there naturally may arise certain conflicts of interest that must be addressed, particularly with respect to the Board and its committees, the staff, the fiscal agent, the administrative entity, the One-Stop Operator ("OSO") and any service providers.

Purpose:

The purpose of this Policy is to provide guidance in the Board's commitment to guard against problems arising from real, perceived, or potential conflicts of interest not only through sound conflict of interest policies, but also through the establishment of suitable firewalls in the event of such conflicts.

Policy/Code Sections:

Firewall Guidelines

A. Conflict of Interest Policy: All members of the Board, its established committees, its employees, and Board Staff shall sign a Conflict of Interest Policy acknowledging receipt, review, and acceptance of it. In addition, all Board and committee members shall also complete a Conflict of Interest Declaration Form. These members have a continual duty to update such Declaration form upon the occurrence of any situation that would give rise to a potential or actual conflict of interest. Additionally, any subcontractor agreement will require that the subcontractor and its employees must adhere to this policy. Such agreements shall provide that all employees performing work for the subcontractor on behalf of CLEO and/or the Board may be required to acknowledge receipt, review, and acceptance of a Conflict of Interest Policy and sign Conflict of Interest Declaration Form. As such, the Board will provide employees of subcontractors with any such forms in advance. Employees of subcontractors will be granted an appropriate amount of time to consider the forms and to consult with their supervisors before signing.

B. Multiple Roles: When a single entity fulfills more than one of the following roles including, but not limited to, fiscal agent, the staff who function as Board Staff, OSO or direct service provider, such entity is required to adhere to the guidelines set forth in this Policy. For example, the OSO and the Adult/Dislocated Worker service provider fulfill two distinct and separate roles within Ozark Region's workforce system. These roles may be filled by the same entity or different entities based on what the Board determines is best for meeting the needs of its customers and demographic area; provided, however, that the roles must be clearly articulated

C. Fiscal Agent:

- i. **Role:** The role of the Fiscal Agent is limited to accounting and funds management functions rather than the development of policy or service delivery as per Title 2 CFR sec.679.420.
- ii. The Fiscal Agent will designate accounting staff who will be responsible for the day-to-day operations of the local fiscal agent functions on behalf of the CLEO and provide regular financial reports to the Finance Committee, Executive Committee, and the Board ("Accounting Supervisor"). The Accounting Supervisor shall deliver to the CLEO on at least a quarterly basis financial reports that demonstrate accountability for expenditures of funds as well as any audit findings.
- iii. The Fiscal Agent shall ensure that an audit of the financial statements and schedule of expenditures of federal awards for WIOA funds and partnered funds between the WDB and any other entities is conducted by an independent third party auditor. The Fiscal Agent shall hire an independent firm to conduct the financial audit in accordance with GAAP and in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards. The Audit shall also include a review of the internal controls. The Fiscal Agent shall respond to requests from the auditor for information. The draft of the portion of the Audit shall be submitted to the Executive Director during the audit review process. Any questions related to the Audit shall be answered by the Fiscal Agent. A designated representative of the Fiscal Agent shall present the audit results to the CLEO and the Board.
- iv. For details on internal controls and separation of duties among the Accounting Supervisor and other staff related to fiscal matters, see Attachment A, the Board's Financial Control Procedures Manual.

D. Administrative Entity:

- i. Role: The role of the administrative entity is to oversee the operation and administration of the Workforce Centers and the workforce development programs in Ozark Region. The Board has been designated by CLEO as the Administrative Entity for the Ozark Region.
- ii. Board Staff: The Executive Director for the Board shall perform the day-to-day duties of the Administrative Entity as outlined in the Administrative Agreement between CLEO, the Board, and any contracted entity approved by the CLEO, the Board. Some of these duties may be discharged through contracts with third party vendors, as deemed necessary or desirable by the Board.

E. Contracted Workforce Staff: Employees of any contracted entity who perform functions on behalf of the Board and CLEO shall perform the day-to-day duties to execute WIOA, its implementing regulations, Department of Labor directives, and State of Missouri issuances for the Board and CLEO ("Contracted Workforce Staff"). Contracted Workforce Staff shall provide information as requested by the Executive Director, the Chair of the Board, and/or the Chair of the CLEO regarding operation of the WIOA functions and any and all partnered grants, such that there is a free flow of information from the Workforce Staff and Board Staff. Any "red flag issues" brought to the attention of Contracted Workforce Staff shall immediately be communicated to the Executive Director and Chair of the Board.

F. One-Stop Operator:

- i. Selection of OSO: The Board shall select its OSO through a competitive process at least once every four (4) years (WIOA Sec. 121[d][2][A]). If an entity develops, manages, or conducts a competition that entity may not compete for that award or be involved in the selection, award, and administration of the award. Reference the Board's Procurement Policy. As part of that process, the Board must clearly articulate the expected role(s) and responsibilities of the OSO. When selecting the OSO, the Board shall comply with the federal procurement standards outlined in the Uniform Guidance, as well as any state or local procurement policies. The OSO may be a single entity or a consortium that includes, at minimum, three (3) or more one-stop partners.
- ii. Conflicts with Title I Service Providers: The OSO will report in writing any concerns or issues relating to conflicts with any Title I service provider directly to the Executive Director of the Board bypassing the Title I service provider.
- iii. Reporting: The OSO delivers reports to the Board and the CLEO on a bi-monthly basis. Any Conflicts between One-Stop Operator and Title I Adult/Dislocated Worker services and/or Title I Youth services must be reported to the Executive Director of the Board. For personnel purposes, the OSO is supervised by the OSO's employer of record. All contracted entities will maintain proper firewalls in place to assure that conflict-of-interest principles are followed. All contracted entities will provide the Board with an Organizational Chart to explain how conflicts of interest will be avoided and what internal controls are in place to avoid conflicts. Firewalls must conform to Title 20 CFR Section 679.430 for demonstrating internal controls and preventing conflicts. The Organizational Chart and firewalls shall be submitted to the Board/CLEO for review for compliance with the law in effect at the time.

G. Title I Service Providers:

- i. Selection of Title I Service Providers: With the concurrence of the CLEO, the Board is authorized to designate entities to serve as the Title I Service Provider-Adult, Dislocated Worker, Youth Services, and Career and Business services.
- ii. Conflicts with One-Stop Operators: Providers delivering Title I Adult/Dislocated Worker services and Title I Youth services will report any concerns or issues relating to conflicts with the OSO directly to the Executive Director of the Board bypassing the OSO. If the Board appoints the Title I Adult/Dislocated Worker program provider and/or the Title I Youth Program provider, it must have appropriate firewalls in place between the staff providing the Adult/Dislocated Worker/Youth services, the OSO staff, and the staff responsible for oversight and monitoring services and the Board. Firewalls must conform to Title 20 CFR Section 679.430 for demonstrating internal controls and preventing conflicts.
- iii. The work and performance of the Title I service providers shall be monitored by Board Staff in accordance with the Board's monitoring policy. Contracted Workforce Staff will conduct various monitoring activities and the results of which will be supplied to the Executive Director for review and verification. Any issues related to the provision of services by a Title I service provider shall be reviewed by the Executive Director of the Board or designee and a corrective action statement shall be issued. If any such issues are not resolved (or a plan for resolution in place) within thirty (30) days of being identified, the Executive Director will consult with the Board Chair and outstanding issues will be addressed by the Planning and Oversight and/or Executive Committee of the Board. Reporting: The Executive Director of the Board has a seat at all monthly or periodic WIOA/Service Provider partner meetings.

H. Board and Committees:

- i. Role in Conflicts: The Board shall be involved if conflicts should arise between all WIOA required partner agencies. Members of the Board will be required to recuse themselves from any vote where an appearance conflict of interest or actual conflict exists. In the event of a conflict or appearance of a conflict with staff, such person will not be involved in any selection process, meetings, or discussions. All conflicts will be shared with the Executive Director of the Board and the Board Chair. In the event the conflict involves the Executive Director of the Board, the Board Chair will communicate with the Executive Committee of the Board. In the event the conflict involves the Board Chair, the Executive Director of the Board will communicate with the Board Vice Chair and other Executive Committee members.
- ii. When a conflict involves staff of any contracted entity, files will be kept in a locked file cabinet and made available upon request. The conflict shall also be reported in writing to the Director of the contracted entity and the Human Resources Office for the contracted entity, who shall be responsible for keeping such reports in a similar restricted fashion.

I. Contracted Workforce Staff Performing Functions for the Board: The Board will require all contracted entities to designate certain staff positions to perform functions for the Board, provide a free flow of information between the Board/CLEO, the Executive Director to the Board/CLEO and the contracted entities,

and provide normal, necessary, and reasonable reporting to the Executive Director and the Board/CLEO on an ongoing basis. Examples of such designated staff positions include:

- i. Director. The Director of the contracted entity will, at times, issue reports to the Board and CLEO.
- ii. Compliance Coordinator. The Compliance Coordinator of the contracted entity conducts regular and periodic monitoring of the service providers, as well as specifically-assigned monitoring on an as-needed basis. The Compliance Coordinator reports directly to the Director of the contracted entity on any and all Workforce Development and “red flag” issues. WIOA “Red Flags” will be communicated to the Executive Director and Chair of the Board.
- iii. Executive Secretary. The Executive Secretary of the contracted entity is responsible for preparing all meeting notices, minutes, and documentation, correspondence, travel for Board members, and occasional tasks from the Executive Director for the Board/CLEO-related activities. The Executive Secretary reports directly to the Director of the contracted entity.

J. Information Technology Systems:

- i. IT systems and networks are maintained by the contracted entity. The network environment shall be set up in such a manner that prevents Contracted Workforce Staff and other one-stop co-located partners from accessing each other’s data and files.
- ii. Staff members of co-located WIOA partners may provide for their own network and IT systems and secure access to such based on their own IT policies.
- iii. The Board may allow any contracted entity to provide internet access for all staff located in the workforce centers as part of the One-Stop Operations budget to enable co-located WIOA partners to access their systems remotely, if needed.
- iv. The Board may opt to establish its own website.

Related Policy Information:

Standards of Conduct and Conflict of Interest Procedure 1.0.103.00

Definitions and Acronyms:

Conflict of Interest – A conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in, or participates in, the selection or award of funding for, an organization. Financial or other interest can be established either through ownership or employment.

Firewall – An established policy or procedure that acts as a barrier or protection against an undesirable influence, outcome, or authority. Examples of firewalls include, but are not limited to, organizational arrangements that provide clear separation of duties and responsibilities, reporting hierarchy of managers and staff that provide clear separation between job duties and responsibilities, and conflict of interest/confidentiality/disclosure agreements.

Red Flag Issues - For the purposes of this Agreement, “red flag issues” include but are not limited to noncompliance issues, fraud and abuse, misuse of funds, suspected criminal activities, potential disallowed costs or other matters which might involve the repayment of funds or have other financial impact on the Board and its oversight responsibilities, etc.

Keywords:

Orientation, Conflict of Interest, Firewall

PROCEDURES

Step 1:

Ensure that the Board of Directors (Board), Board Chair, and Board Staff are aware of and comply with this policy.

Staff Responsible:

Department Director or Designee

Distribution:

____ Board of Directors Staff ____ Board Staff ____ Service Provider

SIGNATURES

Reviewed by Executive Director

Date

Board Chair

Date

One-Rdg. _____
P. Hrngs. _____
Pgs. 201
Filed: 11-23-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL: 2021-317

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Brody Corners Tax Increment Financing Plan, establishing a
2 redevelopment area, designating the redevelopment area as a blighted
3 area, making other required findings for the redevelopment plan,
4 designating a developer of record for the redevelopment plan,
5 approving a redevelopment agreement with the developer, and
6 directing staff to implement the redevelopment plan.
7
8

9 WHEREAS, City staff has worked with West Sunshine Development, LLC, the
10 proposed developer ("Developer") to prepare the Brody Corners Tax Increment
11 Financing Plan ("TIF Plan") pursuant to the Real Property Tax Increment Allocation
12 Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the
13 "TIF Act"), for the redevelopment of the area generally located at 5505 West Sunshine
14 in Springfield, Missouri, and generally bounded by the James River Freeway and West
15 Sunshine Street to the south, commercial development to the east, residential property
16 to the north, and undeveloped land to the west, containing approximately 26 acres of
17 land (the "Redevelopment Area") that is proposed to be developed in a single
18 redevelopment project described under the TIF Plan (the "Redevelopment Project"); and
19

20 WHEREAS, pursuant to the provisions of the Act, the Tax Increment Financing
21 Commission of the City of Springfield, Missouri ("TIF Commission") was composed of
22 representatives from the City and from the affected taxing jurisdictions for the purpose
23 of conducting a public hearing and making recommendations with respect to the TIF
24 Plan to the City Council of the City of Springfield, Missouri ("City Council"); and
25

26 WHEREAS, on July 6, 2021, the Land Clearance for Redevelopment Authority
27 recommended that the City Council find that the property described in the TIF Plan is
28 blighted; and
29

30 WHEREAS, in accordance with the written procedures relating to bids and
31 proposals for implementation of redevelopment projects as adopted by the City, the City
32 published in *The Springfield News-Leader* on October 18, 2021, a notice of request for
33 proposals for the implementation of redevelopment projects for the TIF Plan, which

provided reasonable opportunity for any person to submit proposals for redevelopment projects in compliance with Section 99.820.1(3) of the Revised Statutes of Missouri; and

WHEREAS, the City received no additional proposals in response to the published request for proposals; and

WHEREAS, on November 22, 2021, after due notice in accordance with the Act, the TIF Commission held a public hearing, at which all interested persons and taxing districts affected by the TIF Plan were afforded an opportunity to make comments and protests, file written objections, and be heard orally regarding adoption of the TIF Plan; and

WHEREAS, on November 22, 2021, the TIF Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, voted to approve Resolution No. 2021-01, which recommended that the City Council make certain required findings and amend and approve the TIF Plan; and

WHEREAS, on December 6, 2021, at a special meeting, the City Council considered the TIF Plan, the recommendations of the TIF Commission, and the recommendations of City staff, and provided parties in interest and citizens an opportunity to be heard regarding the TIF Plan; and

WHEREAS, having heard and considered the objections, protests, comments, and other evidence adduced at the meetings, the evidence and testimony submitted at the TIF Commission public hearing, the recommendations of the TIF Commission, the recommendations of City staff, and the input of interested persons and citizens, the City Council desires to designate the Redevelopment Area, declare the Redevelopment Area as a blighted area, and approve the TIF Plan; and

WHEREAS, the City Council desires to enter into a redevelopment agreement with the Developer to establish the rights, duties, and obligations of the City and the Developer, to implement the TIF Plan, and to establish certain related matters.

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

Section 1 – The City Council hereby makes the following findings for approval of the TIF Plan, which is attached to this ordinance as “Exhibit A” and incorporated herein by reference:

A. The TIF Plan sets forth in writing a general description of the program to be undertaken to accomplish its objectives, including the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the

80 property within the Redevelopment Area which is to be subjected to payments in
81 lieu of taxes and economic activity taxes pursuant to Section 99.845, RSMo, an
82 estimate as to the equalized assessed valuation after redevelopment, and the
83 general land uses to apply in the Redevelopment Area.

84
85 B. The Redevelopment Area on the whole is a blighted area, as such
86 term is defined in Section 99.805(1), RSMo, due to the presence of blighting
87 factors as set forth in Exhibit 3 to the TIF Plan, including that the Redevelopment
88 Area is characterized by unsanitary and unsafe conditions, deterioration of site
89 improvements, and conditions which endanger life and property, and that the
90 area is an economic liability for the City and a menace to the public health, safety
91 or welfare in its present condition and use. The TIF Plan is also accompanied by
92 an affidavit, signed by the Developer and set forth in Exhibit 13 to the TIF Plan,
93 attesting to the blighting conditions of the Redevelopment Area.

94
95 C. The proposed redevelopment satisfies the “but for” test set forth in
96 Section 99.810, RSMo, in that the Redevelopment Area has not been subject to
97 growth and development through investment by private enterprise and would not
98 reasonably be anticipated to be developed without the adoption of tax increment
99 financing. The TIF Plan is accompanied by an affidavit, signed by the Developer
100 and set forth in Exhibit 13, attesting to this finding.

101
102 D. The TIF Plan is in conformance with the Comprehensive Plan for
103 the development of the City as a whole.

104
105 E. The TIF Plan contains estimated dates of completion of the
106 Redevelopment Project and estimated dates for the retirement of obligations
107 incurred to finance redevelopment project costs, and said dates are not more
108 than twenty-three (23) years from the adoption of an ordinance approving a
109 Redevelopment Project within the Redevelopment Area.

110
111 F. A Relocation Plan has been developed for relocation assistance for
112 businesses and residences, and the relocation of any business or residents in
113 the Redevelopment Area, if necessary, will take place in accordance with the
114 Relocation Plan attached to the TIF Plan as Exhibit 4.

115
116 G. The TIF Plan is accompanied by a Cost/Benefit Analysis showing
117 the economic impact of the TIF Plan on each taxing district and political
118 subdivision within the Redevelopment Area if the proposed Redevelopment
119 Project is built pursuant to the TIF Plan or is not built, and the Commission
120 received evidence that the proposed Redevelopment Project is financially
121 feasible to undertake with TIF assistance in the form of the Developer’s return on
122 investment calculations attached to the TIF Plan as part of Exhibit 13.

123
124 H. The Plan does not include the initial development or redevelopment
125 of any gambling establishment.

I. The area selected for the Redevelopment Project includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements.

Section 2 – The TIF Plan is hereby approved.

Section 3 – West Sunshine Development, LLC, is hereby designated as the developer of record for the TIF Plan and the Redevelopment Project that may be approved by the City Council pursuant to the TIF Plan.

Section 4 – The land legally described in Exhibit 2 of the TIF Plan is hereby designated as the Redevelopment Area for the TIF Plan.

Section 5 – There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “*Brody Corners Special Allocation Fund*” which shall contain separate segregated accounts into which payments in lieu of taxes, economic activity taxes and other revenues shall be deposited, as collected by the City pursuant to the TIF Plan.

Section 6 – The Tax Increment Financing Redevelopment Agreement, in substantially the form attached hereto as “Exhibit B” (the “Agreement”), is hereby approved and the Mayor, City Clerk, and/or City Manager are authorized to execute and deliver the Agreement with such changes therein as shall be approved by the officials of the City executing the Agreement, such officials’ signatures thereon being conclusive evidence of their approval thereof.

Section 7 – The Mayor, City Clerk, City staff, the City’s special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

Section 8 – It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

172 Section 9 – This Ordinance shall be in full force and effect from and after the date
173 of its passage and approval.

174
175 Passed at meeting: _____

176
177 _____
178 Mayor

179
180 Attest: _____, City Clerk

181
182 Filed as Ordinance: _____

183
184
185 Approved as to form: Jill Bennis, Assistant City Attorney

186
187
188 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-317

FILED 11-23-21

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To adopt a special ordinance approving the Brody Corners Tax Increment Financing Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan, and directing staff to implement the redevelopment plan.

BACKGROUND: The City and West Sunshine Development, LLC (“Developer”) entered into a Preliminary Funding Agreement in February 2021 to provide the process and source of funds for the City to work with the Developer to draft a tax increment financing plan and negotiate a tax increment financing agreement to facilitate the development of an area, generally located at the northwest corner of West Sunshine Street and James River Freeway (Highway 60). Staff has worked closely with representatives of Developer since that time, and this ordinance is the culmination of that effort.

This ordinance will take the following actions regarding the Brody Corners Tax Increment Financing Plan (the “TIF Plan”):

- Designate the Redevelopment Area for the TIF Plan;
- Declare that the Redevelopment Area is a blighted area and make the other required factual findings for the TIF Plan;
- Approve the TIF Plan; and
- Designate the Developer as the developer of record for the TIF Plan.

On July 6, 2021, the Land Clearance for Redevelopment Authority reviewed the Blight Study that is attached to the TIF Plan as “Exhibit 3” and recommended that the City Council find that the property is blighted as set forth in the Study.

On November 22, 2021, the Tax Increment Financing Committee of the City of Springfield conducted a public hearing regarding the TIF Plan and thereafter adopted Resolution No. 2021-01 which recommends the City Council make the required findings to adopt the TIF Plan, adopt an ordinance which approves the TIF Plan and, declare that the Developer is the developer of record for the redevelopment projects described in the TIF Plan, and that the City enter into a Redevelopment Agreement to implement the TIF Plan.

The TIF Plan provides that the Redevelopment Area will contain a single Redevelopment Project which will be activated. The total project costs for the entire TIF Plan are projected to be about \$27 million (budget in Exhibit 5 of TIF Plan). The reimbursable Project Costs are projected to be about \$6.5 million, which consist of on-site excavation, public utilities, sewer and stormwater; off-site public utilities and street improvements; and allowable fees.

Economic Development Incentives Policy

The *Economic Development Incentives Policy Manual*, adopted by City Council in 2011, and amended in December 2018, includes policies related to the use of Tax Increment Financing. In addition, it contains General Policies applicable to all projects. The following policies are pertinent to this project.

1. Each TIF application must demonstrate that the applicant has thoroughly explored the use of alternative financing methods.
2. TIF applicants must demonstrate that they have the financial ability to complete and operate the project.
3. The use of TIF will be considered for those projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will create new jobs and retain existing employment, eliminate blight, and/or strengthen the employment and economic base of the City.
4. Most favorable consideration will be given to TIF plans that propose no more than 20% of total project costs (including all hard and soft costs and developer fees) be reimbursed with TIF revenues.
5. Any developer receiving TIF assistance shall provide a minimum of fifteen percent (15%) cash equity investment in the project. TIF revenue and land values shall not be used to supplant cash equity. Projects with equity contributions from the developer in excess of 25% will be viewed more favorably.
6. TIF applications for retail and commercial projects will be considered for projects that encourage an inflow of customers from outside the City or will provide services or fill retail markets that are currently unavailable or in short supply in the City. Additional consideration will be given to projects in excess of \$15 million or the development of vacant property in areas where the project will be the initial development or will serve as a catalyst for further quality development.
7. TIF projects which are constructed in phases are viewed with greater skepticism. TIF projects that propose a reasonable and certain end date for construction and occupancy and demonstrate clearly and convincingly how those goals will be achieved will be viewed positively. Projects with commitments by tenants by lease or other legally binding contracts will be viewed with greater favor.

8. The term of the TIF shall be the minimum necessary, with shorter terms receiving more favorable consideration than those extending the maximum 23 years.
9. Most favorable considerations will be given to TIF projects that provide immediate benefit to taxing jurisdictions.
10. Proposed blight studies for TIF districts must be reviewed by the Land Clearance for Redevelopment Authority and TIF Commission for their recommendations regarding blight.
11. The City will maintain a retainage account until each project is completed or satisfies other performance standards.
12. The City may charge an administrative fee of 2% of annual TIF revenues to partially offset the cost of record-keeping for each TIF project. The fee may be assessed on a quarterly basis against the annual increment generated by the TIF project.
13. Notwithstanding the foregoing, TIF applications which do not meet the above criteria will be viewed favorably if the application clearly demonstrates that the project is of vital interest to the City and will significantly assist the City in the elimination of blight, financing desirable public improvements, strengthening the employment and economic base of the City, increasing property values, reducing poverty, creating economic stability, upgrading older neighborhoods, and/or facilitating economic self-sufficiency.

REMARKS: The total project budget identified in the Brody Corners TIF Plan is \$27,025,740. Approximately 7.8% (\$3,442,677) will be reimbursed by TIF proceeds. The Developer and End Use Developers will fund the remainder (\$23,583,063) of the project. The Developer has agreed to a mandatory surplus of 25% of the Payments in Lieu of Taxes, which will provide immediate benefit to the taxing jurisdictions. The term of this TIF will be 23 years.

The proposed Brody Corners TIF Plan and accompanying TIF Agreement address both the general and TIF-specific incentive policies. Staff, LCRA, and the TIF Commission recommend approval.

Submitted by:



Sarah Kerner,
Economic Development Director

Approved:



Jason Gage,
City Manager

BRODY CORNERS TAX INCREMENT FINANCING PLAN

City of Springfield, Missouri

A PLAN PREPARED BY:

Husch Blackwell LLP
901 St. Louis Street, Suite 1800
Springfield, Missouri 65806

Filed with the City Clerk on September 30, 2021.

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I. INTRODUCTION

A. The Redevelopment Plan

This Brody Corners Tax Increment Financing Plan (this “Redevelopment Plan”) contemplates the development of a commercial use development located on West Sunshine Street in the City of Springfield, Greene County, Missouri. The potential for retail, nationally franchised quick service restaurants, office space and potential for spacious areas for service industry will provide the economy with shopping, convenient dining opportunities, office space and support the local economy. The Redevelopment Plan land area is comprised of approximately 26 acres with frontage along West Sunshine Street near Highway 60.

B. Redevelopment Area

The boundaries of the Redevelopment Area are generally depicted in Exhibit 1. The legal description of the Redevelopment Area is set forth in Exhibit 2. In the event of any inconsistency between Exhibit 1 and Exhibit 2, Exhibit 2 shall control.

The Redevelopment Area is anticipated to include 7 lots on which retail, restaurant, offices, and space for shopping and services may be constructed.

C. Project Costs

The Redevelopment Plan contemplates the application of tax increment financing and community improvement district sales tax revenues toward the payment of eligible Reimbursable Project Costs, in accordance with Exhibit 5.

D. Redevelopment Plan Objectives

The general objectives of the Redevelopment Plan are:

1. To enhance the tax base of the City and the other Taxing Districts, and encourage private investment in the surrounding area;
2. To increase employment opportunities;

3. To stimulate construction and development and generate tax revenues, including, but not limited to, real estate tax revenues, sales tax revenues, and personal property tax revenues; all of which would not occur without Tax Increment Financing assistance; and

4. To remediate blighting conditions described in the Blight Study (defined and discussed below under **Section VII.A.**).

II. DEFINITIONS

As used in this Redevelopment Plan, the following terms shall have these meanings:

A. Act. The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 et seq., of the Revised Statutes of Missouri, as amended.

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

C. City. The City of Springfield, Missouri.

D. City Council. The City Council of the City.

E. Commission. The Tax Increment Financing Commission of the City of Springfield, Missouri.

F. Community Improvement District (“CID”). A community improvement district formed under the Community Improvement District Act , Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

G. Economic Activity Taxes (EATSSs). The total additional revenue from taxes which are imposed by the City and other Taxing Districts, and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year prior to the adoption of the ordinance approving the Redevelopment Project, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500, RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo., taxes imposed on sales under and pursuant to section 67.700 or 650.399 for the purpose of emergency communication systems, licenses, fees or special assessments other than Payments in Lieu of Taxes and interest and penalties thereon, and any other taxes excluded by Missouri law. If a retail establishment relocates to the Redevelopment Area within one (1) year from a facility within the same county and the governing body of the City passes an ordinance finding that the relocation is a direct beneficiary of Tax Increment Financing, then for purposes of this definition the Economic Activity Taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by the City and other Taxing Districts over the amount of economic activity taxes generated by the retail establishment in the calendar year prior to its relocation to the Redevelopment Area, as provided in Section 99.845 RSMo.

H. Gambling Establishment. An excursion gambling boat as defined in Section 313.800 RSMo., and any related business facility including any real property improvements which are directly and solely related to such business facility, whose sole purpose is to provide goods or services to an excursion gambling boat and whose majority ownership interest is held by a person

licensed to conduct gambling games on an excursion gambling boat or licensed to operate an excursion gambling boat as provided in Sections 313.800 to 313.850, RSMo.

I. Obligations. Bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City, or by other appropriate issuer, approved by the City, to pay or reimburse all or any portion of the Reimbursable Project Costs or to otherwise carry out a Redevelopment Project or to refund outstanding obligations.

J. Ordinance. An ordinance enacted by the City Council of the City.

K. Planned Development. The construction of new commercial buildings and related site improvements for end use as a convenience store, retail, restaurants, office space and/or service industry space, the development of which will be facilitated by the Redevelopment Project.

L. Payments in Lieu of Taxes (PILOTs). Those estimated revenues from real property in the Redevelopment Area, which revenues according to this Plan are to be used for a private use, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment Area exceeds the total initial equalized value of real property in such area, until the designation is terminated pursuant to Subsection 2 of Section 99.850 RSMo. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate located in the Redevelopment Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo.

M. Redevelopment Area. The real property depicted in Exhibit 1 and legally described in Exhibit 2.

N. Redevelopment Plan or Plan. This Brody Corners Tax Increment Financing Plan.

O. Redevelopment Project. The blight remediation, public infrastructure and site development activities and improvements to be undertaken within the Redevelopment Area intended to accomplish the objectives of this Redevelopment Plan, as described in the budget set out in Exhibit 5.

P. Redevelopment Project Costs. Include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Redevelopment Plan and/or a Redevelopment Project. Such costs include, but are not limited to the following:

1. Costs of studies, surveys, plans and specifications;
2. Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the Commission established in Section 99.820, Greene County, Missouri and the City for the administration of Sections 99.800 to 99.865, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan or a Redevelopment Project;
3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
4. Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
5. Costs of construction of public works or public and/or private improvements;
6. Financing costs, including, but not limited to all necessary and incidental expenses related to the issuance of Obligations, and which may include payment of interest on any Obligations issued hereunder accruing during the estimated period of construction

of any Redevelopment Project for which such Obligations are issued and for not more than eighteen (18) months thereafter, and including reasonable reserves related thereto;

7. All or a portion of a Taxing District's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Redevelopment Project, to the extent the municipality by written agreement accepts and approves such costs; and

8. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law.

Q. Reimbursable Project Costs. A maximum of \$3,442,677 of the Redevelopment Project Costs that may be reimbursed through TIF Revenue, plus interest on such costs at the rate of 6.0% per annum from the date of certification by the City as Reimbursable Project Costs to the date of payment. All Reimbursable Project Costs incurred shall be reimbursable upon their certification and shall not require construction of additional improvements or structures in order to qualify those expenses and costs for reimbursement. A general description of and budget for the Reimbursable Project Costs is set out in Exhibit 5.

R. Special Allocation Fund. The fund maintained by the City, which contains at least two (2) separate segregated accounts for the Redevelopment Plan, maintained by the appropriate department of the City into which Payments in Lieu of Taxes are deposited in one account and Economic Activity Taxes are deposited in the other account.

S. Tax Increment Financing. Tax increment allocation financing as provided pursuant to the Act.

T. Taxing Districts. Any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy taxes.

U. TIF Revenue. All Payments in Lieu of Taxes and all Economic Activity Taxes.

III. TAX INCREMENT FINANCING

This Redevelopment Plan is adopted pursuant to the Act. The Act enables municipalities to finance Redevelopment Project Costs with the revenue generated from Payments in Lieu of Taxes and Economic Activity Taxes. A memorandum of this Redevelopment Plan shall be filed of record against all real property in the approved Redevelopment Area.

IV. FINANCING

A. Estimated Redevelopment Project Costs. The estimated schedule for implementation of the Redevelopment Plan contemplates a two (2) year build out of the Redevelopment Area after commencement of construction. The estimated Redevelopment Project Costs are set forth in Exhibit 5. The maximum Reimbursable Project Costs under this Redevelopment Plan are \$3,442,677, plus interest on such costs at the rate of 6.0% per annum from the date of certification by the City as Reimbursable Project Costs to the date of payment. This Redevelopment Plan proposes that Reimbursable Project Costs be reimbursed from Payments in Lieu of Taxes and Economic Activity Taxes generated by the Redevelopment Area.

B. Anticipated Sources of Funds. The Developer will pay all costs of the Redevelopment Project from a mix of Developer and investor equity and private loans. Developer will provide a minimum of 15% cash equity investment in the Redevelopment Project. The terms of this private equity and debt financing are yet to be finalized and are expected to include short-term construction financing and long-term financing arrangements in excess of 20 years. This Redevelopment Plan proposes that reimbursement of Reimbursable Project Costs will occur as funds are collected and available from the TIF Revenues, but not more frequently than quarterly. Anticipated sources and amounts of funds to pay Redevelopment Project Costs are discussed below.

1. Payments in Lieu of Taxes. Projections for Payments in Lieu of Taxes (“PILOTs”) are based on current and anticipated real property assessments and current and anticipated property tax rates, both of which are subject to change due to many factors, including reassessment, the effects of real property classification for real property tax purposes, the timing of the completion of the projects within the Redevelopment Area and the corresponding timing of their inclusion in the property tax rolls, and the rollback in tax levies resulting from reassessment of classification. The estimated total Payments in Lieu of Taxes generated within the Redevelopment Area while Tax Increment Financing remains in place is approximately \$7,460,306, as shown in Exhibit 8. Under the proposed Plan, twenty-five percent (25%) of all of the Payments in Lieu of Taxes generated by the Redevelopment Area shall be classified as surplus and distributed to the taxing jurisdictions on an annual basis, with the remaining Payments in Lieu of Taxes generated being made available to pay Reimbursable Project Costs. The total surplus Payments in Lieu of Taxes are estimated at \$1,865,077.

All amounts shown as anticipated Payments in Lieu of Taxes are projections based on estimates prepared by the Developer. The market value of the anticipated improvements for the Redevelopment Project and Planned Development, for which PILOT calculations are projected in Exhibit 8, is estimated to be \$20,500,000. Actual amounts generated may be greater or lesser due to variations between actual versus projected project density or market conditions.

2. Economic Activity Taxes. The projected Economic Activity Taxes generated within the Redevelopment Area while Tax Increment Financing remains in place are approximately \$3,502,745 as shown in Exhibit 8. Economic Activity Taxes will be

made available, upon annual appropriation, to pay Reimbursable Project Costs. This Plan assumes that sales tax revenues will increase at a rate of 1.0% per year, after completion.

All amounts shown as anticipated Economic Activity Taxes are projections based on estimates prepared by the Developer. The taxable retail sales resulting from the Planned Development, from which Economic Activity Tax calculations are projected in Exhibit 8, are estimated to be \$10,000,000 once the Planned Development is fully complete. Actual amounts generated may be greater or lesser due to variations between actual versus projected project density or market conditions.

3. Community Improvement District. The projected Community Improvement District within the Redevelopment Area is anticipated to generate a total of \$2,212,657 if in place for the entire duration of Tax Increment Financing as shown on Exhibit 8.

C. Evidence of Commitments to Finance. This Redevelopment Project will be financed through several revenue sources, including private financing. Commitments for financing of the Redevelopment Project are attached hereto as Exhibit 12.

V. EQUALIZED ASSESSED VALUATION

A. Most Recent Equalized Assessed Valuation. The total initial equalized assessed valuation of the Redevelopment Area according to current records at the Greene County Assessor's Office, is approximately \$236,740. The Redevelopment Area consists of the entirety of two tax parcels. The 2021 combined ad valorem property tax levy is projected to be \$6.6324 per \$100 assessed valuation. The 2020 annual ad valorem tax revenue from the Redevelopment Area was approximately \$14,954.00. The initial equalized assessed valuation is further detailed on Exhibit 8.

The Total Initial Equalized Assessed Valuation of a Redevelopment Project area within the Redevelopment Area will be determined by the Greene County Assessor prior to the time the

Redevelopment Project is approved by Ordinance. Payments in Lieu of Taxes measured by subsequent increases in property tax revenue which would have resulted from increased valuation had Tax Increment Financing not been adopted will be segregated from taxes resulting from the Total Initial Equalized Assessed Valuation as defined herein, and deposited in the Special Allocation Fund earmarked for payment of Reimbursable Project Costs as defined herein.

B. Estimated Equalized Assessed Valuation after Redevelopment. When the Redevelopment Project and the Planned Development have been completed, the total assessed valuation of the Redevelopment Area will be determined. Should the Redevelopment Area develop as contemplated as of the date of this Redevelopment Plan, and pursuant to projections provided to the City by its consultants, future equalized assessed valuation for the Redevelopment Area is estimated at approximately \$6,560,000, with property values increasing throughout the duration of Tax Increment Financing. Detailed calculations showing the estimated increase in assessed valuation and the resulting Payments in Lieu of Taxes are shown in Exhibit 8.

VI. GENERAL LAND USE

This Redevelopment Plan contemplates the rezoning of the Redevelopment Area to HC (highway commercial). The development of the Redevelopment Area may necessitate continued or additional efforts related to the planning and platting process, with development progressing pursuant to applicable provisions of the City's zoning code. It is anticipated that such land use applications will occur before development commences. The anticipated general land use within the Redevelopment Area after redevelopment is described on Exhibit 14.

VII. REQUIRED STATUTORY FINDINGS

A. Existing Conditions in Redevelopment Area. The Blight Analysis ("Blight Study") prepared by Southwest Valuation Services, dated February 2, 2021, is attached as Exhibit 3. To meet the statutory definition of blight, a minimum of one blight factor out of five must be found

to be present in the Redevelopment Area. Statutory blight factors, as summarized in the Blight Study, that may be observed on the subject parcels include the following:

1. Factor 1: Unsanitary or unsafe conditions; and
2. Factor 2: Deterioration of Site Improvements.

The Blight Study finds that the Redevelopment Area qualifies as a “blighted area” due to the presence of several factors and provides the evidence of blight as stated within the Act in Section 99.805(1) RSMo.

B. Expectations for Development. The Redevelopment Area, taken as a whole, has not been subject to growth and development by private enterprise and would not reasonably be anticipated to be redeveloped without the adoption of this Redevelopment Plan. The Developer has provided a Developer’s Affidavit, attached as Exhibit 13, which reflects this circumstance.

C. Conforms to Comprehensive Plan of City. The Redevelopment Plan is in conformance with the Springfield-Greene Comprehensive Plan (the “Comprehensive Plan”). The Comprehensive Plan designates the Redevelopment Area for Medium-intensity Retail, Office or Housing. This mixed category includes a variety of commercial and/or mid-or high-density housing situated at major intersections along certain road corridors. Appropriate zoning for this land use classification includes the HC, Highway Commercial District, which is intended for commercial uses that depend upon high visibility, generate high traffic volumes, and/or cater to the traveling public. These characteristics generally dictate this district be in areas at that are at least five acres in size that are located along or at the intersections of arterial classification streets or along frontage roads adjacent to freeways or other limited-access streets. The Redevelopment 12 HB: 4812-7644-8227.7 Area, which consists of approximately 28.25 acres located at a major intersection, was rezoned from County M-1, Light Manufacturing District and GR, General Retail

District to HC, Highway Commercial District, on July 12, 2021 by Special Ordinance. The Comprehensive Plan also designates the area surrounding the intersection of West Sunshine Street and James River Freeway as an emerging Activity Center. Activity Centers are areas designated for significant concentrations of commercial and residential activity. The Comprehensive Plan recommends development be focused in and around these areas to optimize use of public infrastructure, improve citizen convenience, inspire investor confidence, and promote a compact growth pattern. The Redevelopment Plan supports this recommendation by proposing new commercial development near this intersection.

D. Date to Adopt Redevelopment Project. In no event shall any ordinance approving a Redevelopment Project be adopted later than ten (10) years from the adoption of the Ordinance approving this Redevelopment Plan.

E. Obligations. No Obligations will be issued by the City to pay Reimbursable Project Costs. The completion of the Redevelopment Project and the reimbursement of the Reimbursable Project Costs will occur no later than twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project. For purposes of this Plan, “Year 1,” as shown in the Exhibits hereto, is anticipated to be calendar year 2022, although actual implementation of this Plan may cause “Year 1” to start in a subsequent calendar year.

F. Acquisition by Eminent Domain. The City will not consider the use of eminent domain to acquire property within the Redevelopment Area.

G. Relocation Assistance. No person or business currently resides or occupies any space in the Redevelopment Area, to the extent any relocation of eligible displaced occupants and business were to exist in the Redevelopment Area, the City will adhere to the Relocation Assistance Plan detailed in Exhibit 4.

H. Cost-Benefit Analysis. A cost-benefit analysis, attached hereto as Exhibit 11, has been prepared for this Redevelopment Plan. This analysis and other evidence submitted to the Commission describe the fiscal impact on every affected Taxing District and provide sufficient information to determine that the Redevelopment Project as proposed, is financially feasible.

I. Gambling Establishment. The Redevelopment Plan does not include the development or redevelopment of any Gambling Establishment.

**BRODY CORNERS TIF PLAN
EXHIBIT 1**

**MAP OF REDEVELOPMENT AREA AND REDEVELOPMENT
PROJECT**

EXHIBIT 2

LEGAL DESCRIPTION OF REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT

TRACT I:

BEGINNING AT A POINT 427.87 FEET EAST OF THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 907.7 FEET TO THE NORTHEAST CORNER OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1); THENCE SOUTH ALONG THE EAST LINE OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1), 826 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 166; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 490 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE OF 90° WITH THE LAST DESCRIBED COURSE 362.65 FEET; THENCE WEST MAKING AN ANGLE OF 56°30' TO THE LEFT WITH THE LAST DESCRIBED COURSE 298.4 FEET; THENCE NORTH MAKING AN ANGLE OF 90°59' TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 794.05 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI.

TRACT II:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 427.87 FEET; THENCE SOUTH 800 FEET; THENCE WEST 427.87 FEET; THENCE NORTH TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT III:

A TRACT OF LAND LOCATED IN SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1); THENCE ALONG THE WEST LINE OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), SOUTH 00°06'27" EAST A DISTANCE OF 6.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°04'21" EAST A DISTANCE OF 675.90 FEET TO THE POINT FOR CORNER; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 413 THE FOLLOWING DESCRIBED COURSE, SOUTH 55°23'51" WEST A DISTANCE OF 299.98 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 58°40'55" WEST A DISTANCE OF 61.27 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 79°21'47" WEST A DISTANCE OF 54.75 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 57°44'32" WEST A DISTANCE OF 5.28 FEET TO A POINT FOR CORNER; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), NORTH 00°06'27" WEST A DISTANCE OF 724.17 FEET TO THE POINT OF BEGINNING.

**BRODY CORNERS
TAX INCREMENT FINANCING PLAN
EXHIBIT 3
BLIGHT STUDY**

**Blight Study
of
Whispering Lanes Mobile Home Park
Located at the Northwest Quadrant of
James River Freeway and West Sunshine Street
in the City of Springfield
Greene County, Missouri**

**Prepared For:
Cory Collins, Esquire
Husch Blackwell**

**Effective Date:
February 2, 2021**



RICK J. MUENKS, J.D., MAI
CERTIFIED GENERAL REAL ESTATE APPRAISER

CHRISTOPHER P. MUELLER, MAI
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SETH JOHNSON, MAI
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APPRAISAL SERVICES FOR:

- FINANCING
- ACQUISITION
- DISPOSITION
- DEVELOPMENT
- TAX MATTERS
- FORECLOSURE

CONSULTING SERVICES FOR:

- MARKET STUDIES
- FEASIBILITY STUDIES
- TRANSACTION DUE DILIGENCE

LITIGATION SUPPORT FOR:

- CONDEMNATION
- PROPERTY DAMAGE CLAIMS
- PROPERTY DEFECTS
- MARITAL DISSOLUTION
- PROPERTY TAX APPEALS
- ZONING/LAND USE CONTROL HEARINGS

MAIN OFFICE -
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SWVALUATION.COM

August 10, 2021

West Sunshine Development, LLC
c/o Cory Collins, Esquire
Husch Blackwell
901 St. Louis Street, Suite 1800
Springfield, MO 65806

RE: Blight Study- Whispering Lanes Mobile Home Park
NWQ James River Freeway and West Sunshine Street
5505 West Sunshine Street
Springfield, Missouri 65619
Our file number: 34-21

Mr. Collins:

In fulfillment of your request, Southwest Valuation, LLC is pleased to transmit our narrative report developing an opinion of blight as defined in Section 99.805 (1) RSMo. as revised by SB 153 which was signed into law on June 30, 2021 with an effective date of August 28, 2021. The effective date of this report is February 2, 2021.

This study will be used by the you and your client as it pertains to a redevelopment plan application and determination of blight in the area covered by the redevelopment plan. The following report sets forth the most pertinent data gathered, and the reasoning leading to the opinion of blight. The analysis, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the *Uniform Standards of Professional Appraisal Practice* (USPAP), and the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis or if Southwest Valuation, LLC can be of further service, please contact us.

Respectfully submitted,

Rick J. Muenks, MAI
General Real Estate Appraiser
Missouri State Certified
RA003286



Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the area or property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined conclusion that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this study.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Rick Muenks has made a personal inspection of the area that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification except the following individuals: report production, None
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Rick Muenks has completed the continuing education program of the Appraisal Institute, and is a licensed commercial real estate appraiser in the State of Missouri.

Rick J. Muenks, MAI
General Real Estate Appraiser
Missouri State Certified
RA003286



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Summary of Study Conclusions

Study Area:	Former Whispering Lanes Mobile Home Park, Springfield, Greene County, Missouri.
Location Description:	The study area is located at the northwest quadrat of James River Freeway and West Sunshine Street. The study area is located in the city of Springfield and a portion of the land area is zoned GR – General Retail and the remaining is zoned MH-1 – Mobile Home District. The study area is in the southwest portion of the City of Springfield limits, within the urban service district for Springfield and is generally surrounded by areas incorporated into the city of Republic to the north and south.
Property Type:	Former Mobile Home Park – closed in 2012.
Report Type:	Narrative
Study Question:	Blighted Area under Section 99.805 (1) RSMo, as revised by SB 153
Report Date:	August 10, 2021
Effective Study Date:	February 2, 2021
Inspection Date:	February 2, 2021
Blight Factor – Insanitary or Unsafe Conditions:	The Whispering Lanes Mobile Home Park exhibits two overwhelming insanitary or unsafe conditions: 1. An onsite wastewater treatment system that has not been removed or remediated as required by a Court Order; and 2. There is an accumulation of debris and trash, as it appears the mobile home park has become a dumping site.
Blight Factor – Deterioration of Site Improvements:	Besides the dilapidated building structure and various mobile home remnants scattered through the area, there are various site improvements that remain in the area that are left over from the former mobile home park use. These site improvements include asphalt streets, a wastewater treatment facility including two lagoon cells situated within a sinkhole, underground water lines, and underground sewer lines, underground electrical lines, an older private water well, water storage tank, and a number of concrete pads. These site improvements have not been in use since 2012, are not in a useable condition and would require removal in order for the area to support any land use. Under the current zoning regulations that apply to the study area, and zoning regulations that would apply to any foreseeable use in the study area, connection to a public water supply is required. The existing on site system is not recognized as a public supply district. The nearest public water supply line is located at the southeast corner of Farm Road 115 and Sunshine Street. This is approximately 3,200 linear feet, and the preliminary cost to extend is in the area of \$400,000 to \$500,000.

Blight Factor – Conditions which Endanger Life or Property:	Since Whispering Lanes Mobile Home Park has been closed since 2012, there are no residents in the area that might be endangered and there are no improvements that are of value. In its present condition, the area could be utilized by homeless persons, and thereby put themselves at danger, the inspection of the area found no direct evidence of the area being used by homeless persons.
Blight Factor – Retards the Provision of Housing Accommodations:	The area in its present condition, including the existing court order to close the wastewater treatment facility, does not and cannot support housing accommodations, without significant redevelopment of the area.
Blight Factor – Constitutes an Economic or Social Liability or Menace to Public Health, etc.	In its present condition the area has a wastewater treatment system that has been ordered closed including two lagoon cells located within a sinkhole. The area has become a dumping ground for various trash and debris, including tires and asphalt shingles. Various site improvements including utility lines, concrete pads and streets are deteriorated and require removal. This present condition represents an economic liability as the area is not currently in any form of a productive state, and regulatory bodies have been unsuccessful in achieving compliance with orders from a court made in 2014 to close the lagoons. The existence of the non-compliant lagoons, dumping, and debris on the site, and overall site conditions clearly have created a menace to public health.
Blight Conclusions:	Based on a complete examination of the blight factors set out in Section 99.805 (1), as revised by SB 153, the area under study known as the Whispering Lanes Mobile Home Park is blighted. Under the statutory scheme, only one factor can justify a blight conclusion, however in this case every factor indicates blight.



Identification of Assignment

Purpose of the Blight Study

To determine whether the area under study meets the definition of a Blighted area as defined in Section 99.805 (1) RSMo and known as the Real Property Tax Increment Allocation Redevelopment Act.

Intended Use

The intended use of this report is the incorporation into an Application for Approval of a Redevelopment Plan to create a Tax Incremental Financing District ("TIF") within the City of Springfield, Greene County, Missouri.

Intended User(s)

This report is for the intended use of the client, Cory Collins, Esquire, his client, its agents and advisors and the City of Springfield, in reaching legislative determinations of a Blighted Area as defined in Section 99.805 (1) RSMo, as revised by SB 153.

Blighted Area Definition

A Blighted Area is defined as: "an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire or other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use;" Section 99.805 (1), as revised by SB 153.

Identification of Study Area

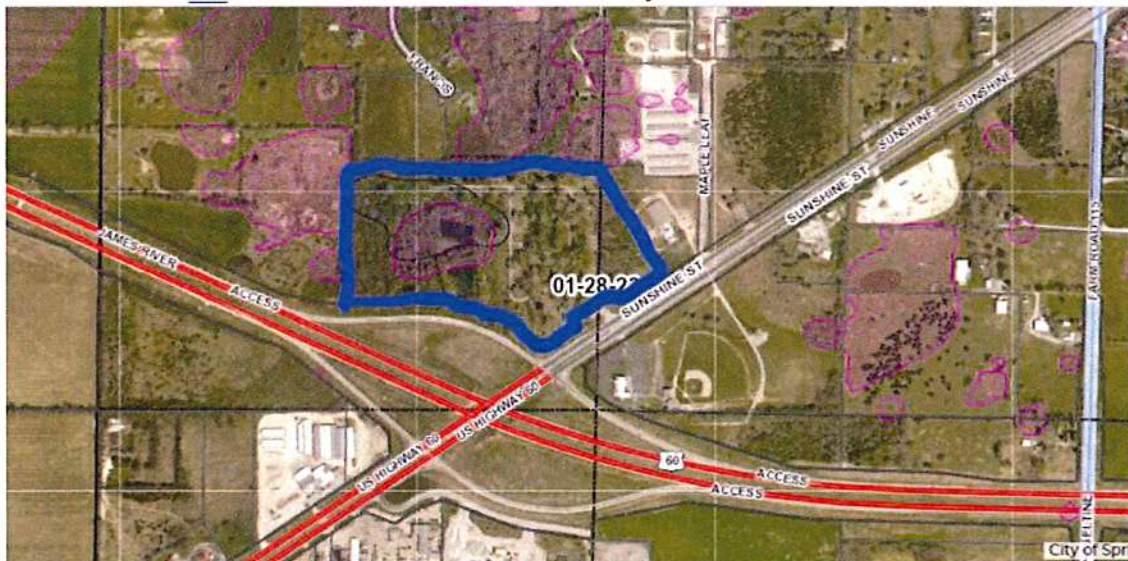
The area consists of two assessor-described tracts of land which are generally situated at the northwest quadrant of James River Freeway and Sunshine Street. Much of this area formerly functioned as the Whispering Lanes Mobile Home Park. The following table summarize the two assessor parcel tracts that make up the study area, followed by a map of the redevelopment area. The legal description for the study area is attached as Exhibit A to this report.

Summary of Parcels Located in Study Area

Address	Assessor Parcel Number	Land Size (Per Assessor Records)	Building Improvement Size	Building Improvement Status
15505 West Sunshine Street, Springfield	881701200099	24.05 acres	1,100 SF	Dilapidated structure with water storage tank. Various other concrete pads and building remnants scattered across site. Abandoned wastewater treatment facility.
Highway 60, Springfield	881701100097	3.01 acres	None	Billboard sign assumed to be leased.
Total		27.06 acres	1,100 SF	

As shown in the above table, the study area contains approximately 27.06 acres of land, improved with a dilapidated 1,100 SF former office structure and a water tank that supported a private water system on the site. There are also various other scattered building remnants on the site, and a wastewater treatment facility consisting of two lagoon cells and an extended aeration plant.

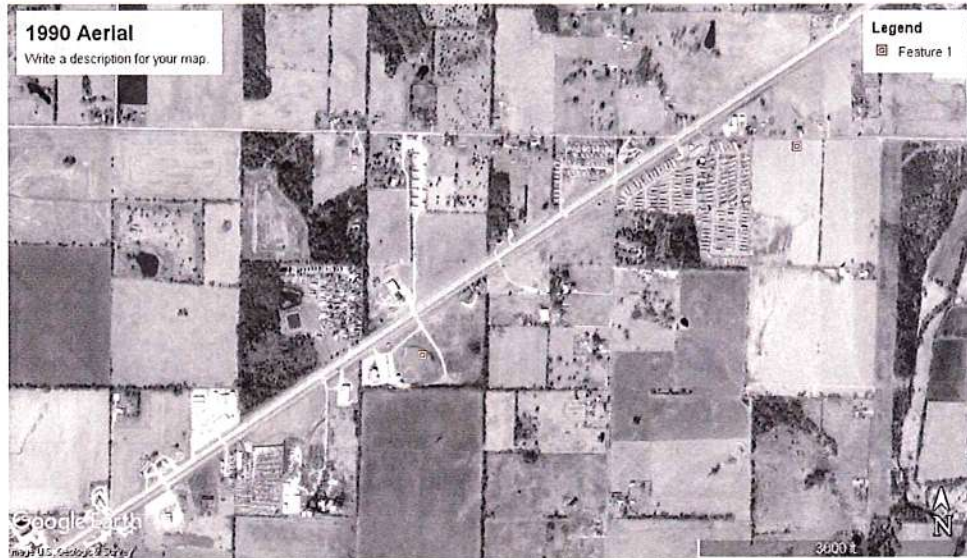
Aerial of Study Area



As noted, the subject study area is the former Whispering Lanes Mobile Home Park. Based on review of historical aerials the Whispering Lanes Mobile Home Park was in existence prior to 1990. In 1990, James River Freeway was not constructed, and Whispering Lanes had access directly from Sunshine Street.

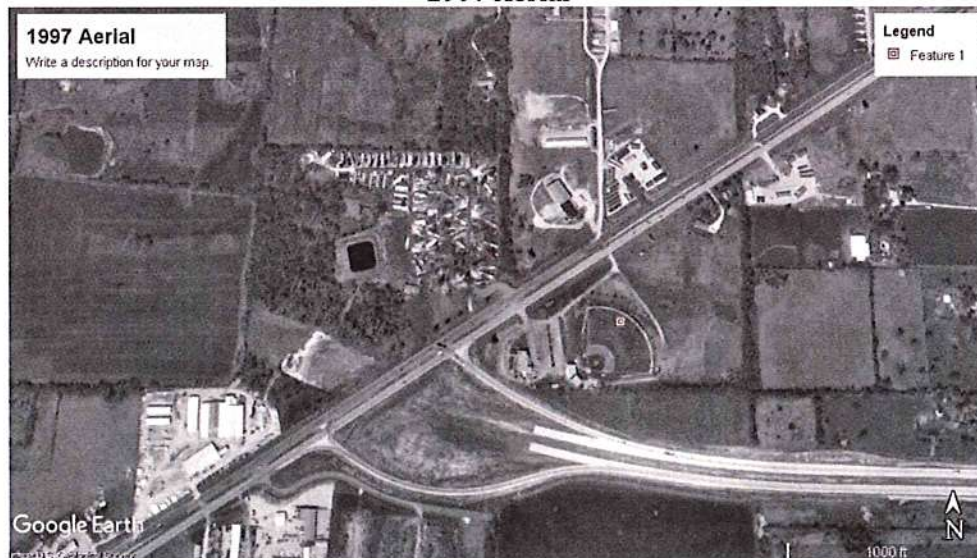
Historical Aerials of Study Area (Source: Google Earth)

1990 Aerial



The exact date that the Whispering Lanes Mobile Home Park was constructed is not known, but it was fully operational in 1990 so its construction would predate 1990. By 1997, James River Freeway was being constructed, and access to the subject was changed with a jogged, nearly 90 degree access road that was constructed within the Sunshine Street right of way. It appears to have been acquired as part of the James River Freeway right of way acquisition which is reflected in a 2002 aerial.

1997 Aerial



2002 Aerial



Based on the aerials of 2002, 2005, 2008 and 2011, the Whispering Lanes Mobile Home Park appears to have continued to operate as a mobile home park with little changes. Besides the opening of James River Freeway, the immediate adjacent area to Whispering Lanes had a large lot residential subdivision put in place around 2005 to the north; a mini storage facility to the northeast initiated construction around 1997. Otherwise, review of the aerials do not indicate any changes to land use.

2005 Aerial



2008 Aerial



2011 Aerial



2013 Aerial



Sometime around 2013, the Whispering Lanes Mobile Home Park discontinued to function. As will be presented later in this study, an action was initiated by the Missouri Department of Natural Resources (DNR) in 2014 to close the lagoon at Whispering Lanes. The finding of facts contained in the judgment of the court indicate that the Whispering Lanes Mobile Home Park closed in 2012.

2015 Aerial



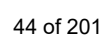
By 2015 most of the mobile homes located at Whispering Lanes had been removed and the area has remained vacated since that time. It should be noted that Cox Roofing, acquired the former radio station property that was located to the east of Whispering Lanes and made some renovations to this property to support their roofing business operations.

2019 Aerial



The regional location of the former Whispering Lanes mobile home park is in the Southwest Springfield/Greene County sub market which has been the primary growth direction in the region in terms of population and housing units for the past several decades. Prior studies by Southwest Valuation suggest that this sub market has been capturing around 50% to 60% of the Greene County population growth since at least 1990. The subject study area is at the intersection of two regional thoroughfares yet little change has occurred in the immediate area in terms of land development. Over the past decade there has been significant development at the intersection of Sunshine Street and West Bypass located approximately 3 miles northeast of the subject. This location is anchored by various large retailers including Wal Mart, Menards, Burlington Coat Factory, Ross, and various commercial users. There has also been significant industrial and distribution development near the intersection of James River Freeway and Highway MM, approximately two miles northwest of the subject study area. This development includes a number of users with the most recent activity being an Amazon fulfillment center and the new facility for Convoy of Hope.

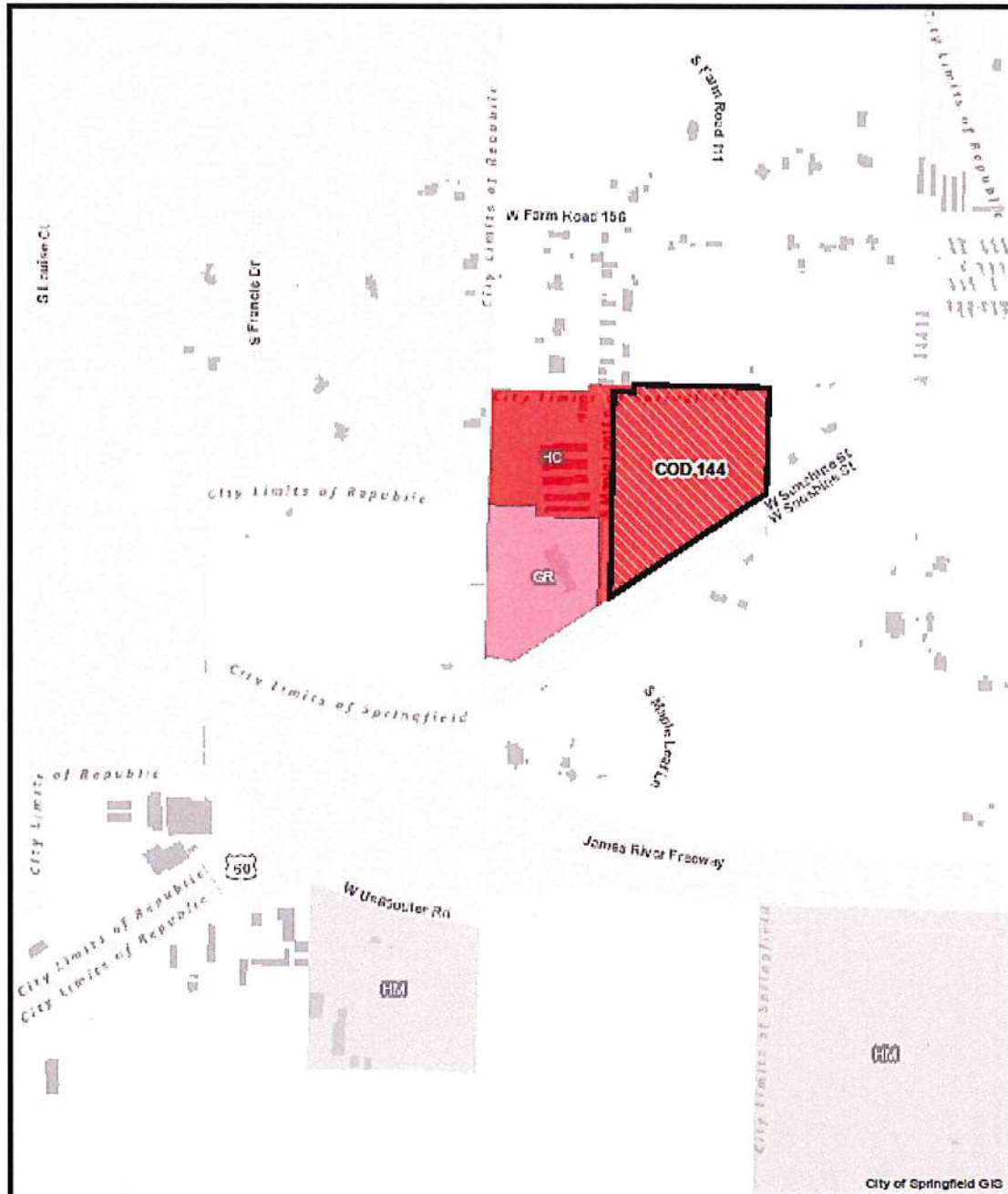
The study area is located in the city of Springfield and a portion is zoned GR – General Retail. The remaining portion is zoned MH-1 Mobile Home by Greene County. City of Springfield sewer services are located in the study area and water services are believed to be at or near the study area.



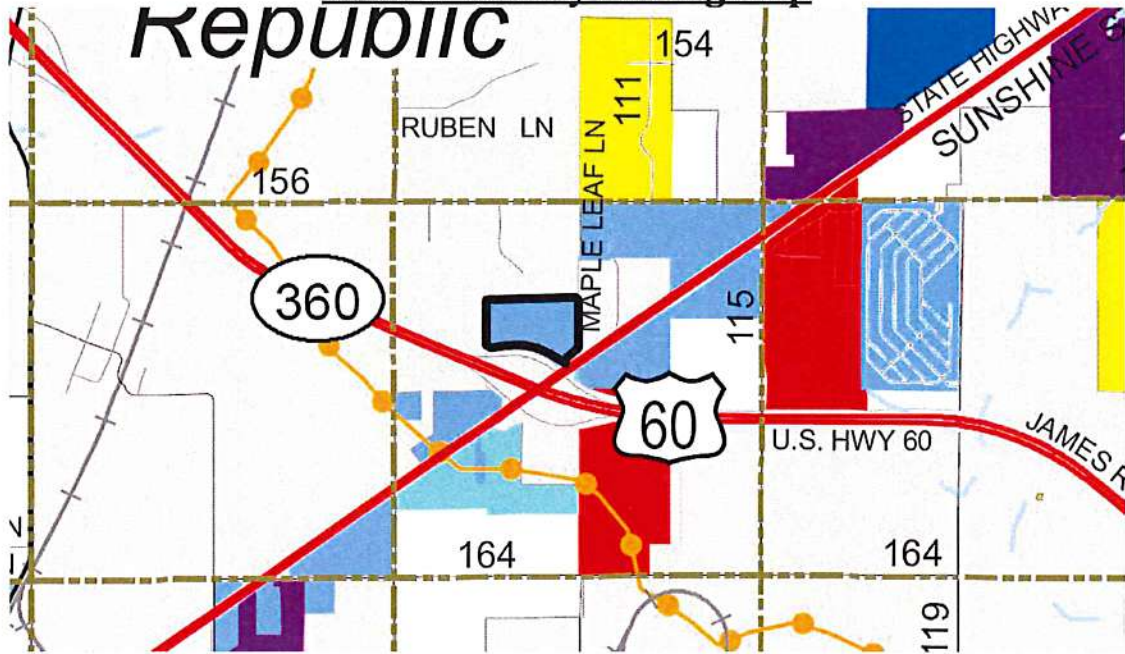
City of Springfield Zoning Map

(East portion of the subject is in the General Retail – GR District)

Zoning Districts



Greene County Zoning Map



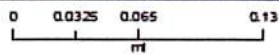
Legend

- Agriculture (A-1)
- Agriculture Residence (A-R)
- Neighborhood Commercial (C-1)
- General Commercial (C-2)
- Rural Commercial (C-3)
- Incorporated (INC)
- Light Manufacturing (M-1)
- Heavy Manufacturing (M-2)
- Mobile Home (MH-1)
- Professional Office (O-1)
- General Office (O-2)
- Plot Assignment District (PAD)
- Suburban Residence (R-1)
- One & Two Family (R-2)
- Multi-Family (R-3)
- Multi-Family (R-4)
- Rural Residence (RR-1)
- Urban Residence (UR-1)
- Major Roads
- Railroads
- Minor Roads
- Streams
- Lakes
- Section Lines
- Urban Service
- Government Parks
- Airport Zones



Sewer Main Map

GIS Data



1 inch = 376 feet

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

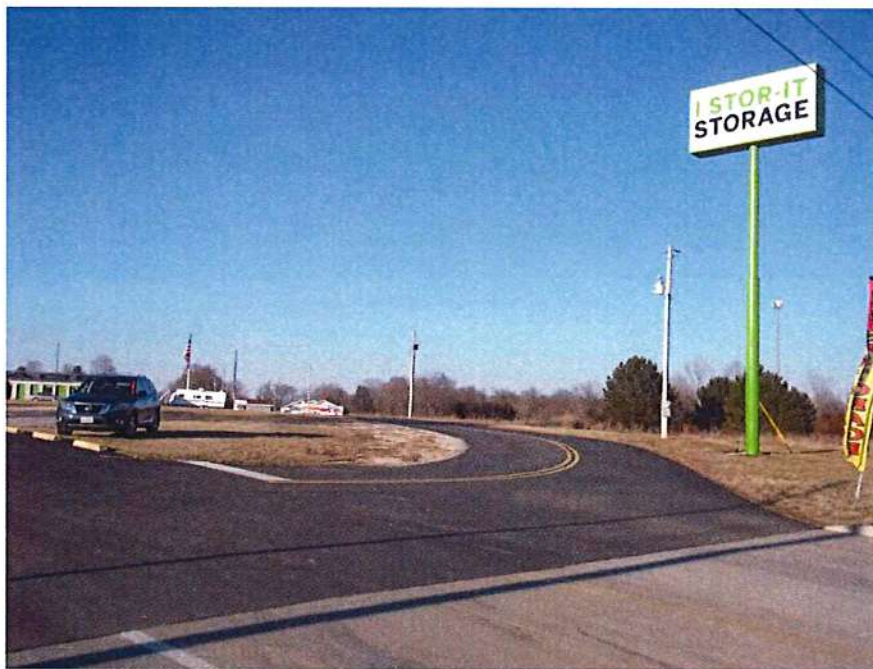


2/9/2021

Photographs of Area surrounding Study Area



Looking northeast along Sunshine Street from Maple Street



Looking north at Maple Street from Cox Roofing access point of Sunshine Street. There are various storage and warehouse uses on Maple Street, which turns to a gravel road.



Looking south from the adjacent residential subdivision north of the Study Area. The pine trees are the boundary of the Study Area and the former Whispering Lanes Mobile Home Park.



Looking north at the adjacent residential subdivision to the north.



Looking east from the Sunshine Street access at the American Legion hall and baseball complex.



Looking south along Sunshine Street and James River Freeway.

Analysis of Factors Determining Blight

As noted, the statute defines blight based on reasons of the predominance of:

- Insanitary or unsafe conditions;
- Deterioration of site improvements;
- The existence of conditions which endanger life or property by fire and other causes, or any combination of such factors;
- Retards the provision of housing accommodations;
- Constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

The following addresses these factors.

Insanitary or Unsafe Conditions

The Whispering Lanes Mobile Home Park exhibits two overwhelming insanitary or unsafe conditions: 1. an onsite wastewater treatment system that has not been removed or remediated; and 2. an accumulation of debris and trash, as it appears the mobile home park has become a dumping site.

Wastewater Treatment Facility

On November 10, 2014, judgment was entered in favor of the State of Missouri/Missouri Department of Natural Resources (DNR) and against the prior owner RLB Properties LLC and Michael Pierce. The judgment ordered injunctive relief that included compliance with the Missouri Clean Water Law, to stop all discharges from the lagoon, to stop operating the lagoon without a permit and to submit a closure plan of the lagoon to DNR for their approval. In addition, the court assessed civil penalties in the amount of \$41,820. A complete copy of the order and the findings of facts is attached as Exhibit B. To date, no compliance with the judgment and order appears to have occurred, as there are subsequent filings to obtain compliance that are also attached as Exhibit B.

The Greene County Circuit Court in its ruling found:

- that Whispering Lanes Mobile Home Park closed on May 31, 2012;
- that the wastewater treatment plant consisted of two lagoon cells and an extended aeration plan;
- that the lagoon cells were built in a sinkhole and leaking;
- inspections dating back to 2005 revealed that large quantities of poorly treated wastewater was coming from the treatment plant and entering the eye of a sinkhole and that samples of wastewater entering the sinkhole exceeded effluent bacteria levels;
- that dye trace from the lagoon showed up in a nearby drinking well and the drinking water tested positive for coliform bacteria;
- that the original lagoon cell experienced a partial collapse at one point and the most recent geological survey gave the lagoon a "severe" rating for collapse potential.



Looking at south lagoon cell

Accumulation of Trash and Debris

The Whispering Lanes Mobile Home Park has been closed since 2012, and since that time the area has been a depository for trash, and debris resulting in insanitary conditions. The following on site photographs show this accumulation.















Deterioration of Site Improvements

Besides the dilapidated building structure and various mobile home remnants scattered through the area, there are various site improvements that remain in the area that are left over from the former mobile home park use. These site improvements include asphalt streets, a wastewater treatment facility including two lagoon cells situated within a sinkhole, underground water lines, and underground sewer lines, underground electrical lines, a private water well and water storage tank, and a number of concrete pads. These site improvements have not been in use since 2012, are not in a useable condition and would require removal in order for the area to support any land use.

Under the current zoning regulations that apply to the study area, and zoning regulations that would apply to any foreseeable use in the study area, connection to a public water supply is required. The existing on site system is not recognized as a public supply district. The nearest public water supply line is located at the southeast corner of Farm Road 115 and Sunshine Street. This is approximately 3,200 linear feet, and the preliminary cost to extend is in the area of \$400,000 to \$500,000.

The following are various photographs of these conditions.





Existence of Conditions which Endanger Life or Property by fire and other causes , or any combination of such factors

Since Whispering Lanes Mobile Home Park has been closed since 2012, there are no residents in the area that might be endangered and there are no improvements that are of value. In its present condition, the area could be utilized by homeless persons, and thereby put themselves at danger, the inspection of the area found no direct evidence of the area being used by homeless persons.

Retards the Provision of Housing Accommodations

The area in its present condition, including the existing court order to close the wastewater treatment facility, and the extension of public water system does not and cannot support housing accommodations, without significant redevelopment of the area.

Constitutes an Economic or Social Liability or Menace to the Public Health, Safety, Morals, or Welfare in its Present Condition and Use

In its present condition the area has a wastewater treatment system that has been ordered closed including two lagoon cells located within a sinkhole. The area has become a dumping ground for various trash and debris, including tires and asphalt shingles. Various site improvements including utility lines, concrete pads and streets are deteriorated and require removal. This present condition represents an economic liability as the area is not currently in any form of a productive state, and regulatory bodies have been unsuccessful in achieving compliance with court orders were made in 2014 to close the lagoons. The existence of the non-compliant lagoons, dumping, and debris on the site, and condition of site improvements clearly have created a menace to public health and welfare..

Conclusion to Blight Factors:

Based on a complete examination of the blight factors set out in Section 99.805 (1), as revised by SB 153, the area under study known as the Whispering Lanes Mobile Home Park is blighted, as the predominance of the factors support this conclusion. Under the statutory scheme, only one factor is necessary to justify a blight conclusion, however in this case every factor indicates blight.



Exhibit A – Legal Description of Blighted Area

Electronically Recorded

041704-16 14 Oct 2016 10:28:27 AM

Book: 2016
Page: 041704-16
3 pages



REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson-Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

Lounnham

QUIT-CLAIM DEED (Missouri)

THIS INDENTURE is made on this 29th day of September, 2016, by and between 5505 WEST SUNSHINE, LLC, a Missouri limited liability company (the "Grantor") and RLB PROPERTIES, LLC, an Arkansas limited liability company (the "Grantee"), whose mailing address is: c/o Mike Pierce, 7700 North Shore Place, North Little Rock, AR 72118.

WITNESSETH, THAT GRANTOR, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto Grantee the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to-wit:

TRACT I:

BEGINNING AT A POINT 427.87 FEET EAST OF THE NORTHWEST CORNER OF THE EAST ONE-HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 907.7 FEET TO THE NORTHEAST CORNER OF THE EAST ONE-HALF (E1/2) OF SAID LOT ONE (1); THENCE SOUTH ALONG THE EAST LINE OF THE EAST ONE-HALF (E1/2) OF SAID LOT ONE (1), 826 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 166; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 490 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE OF 90° WITH THE LAST DESCRIBED COURSE 362.65 FEET; THENCE WEST MAKING AN ANGLE OF 56° 30' TO THE LEFT WITH THE LAST DESCRIBED COURSE 298.4 FEET; THENCE NORTH MAKING AN ANGLE OF 90° 59' TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 794.05 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST ONE-HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL



QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI.

TRACT II:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 427.87 FEET; THENCE SOUTH 800 FEET; THENCE WEST 427.87 FEET; THENCE NORTH TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT III:

A TRACT OF LAND LOCATED IN SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE WEST ONE-HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1); THENCE ALONG THE WEST LINE OF THE WEST ONE-HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), SOUTH 00°06'27" EAST A DISTANCE OF 6.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°04'21" EAST A DISTANCE OF 675.90 FEET TO THE POINT FOR CORNER; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 413 THE FOLLOWING DESCRIBED COURSE, SOUTH 55°23'51" WEST A DISTANCE OF 299.98 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 58°40'55" WEST A DISTANCE OF 61.27 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 79°21'47" WEST A DISTANCE OF 54.75 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 57°44'32" WEST A DISTANCE OF 5.28 FEET TO A POINT FOR CORNER; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF THE WEST ONE-HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), NORTH 00°06'27" WEST A DISTANCE OF 724.17 FEET TO THE POINT OF BEGINNING, ALL IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and unto its successors and assigns forever; so that neither Grantor, its successors and assigns, nor any other entity, person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.



IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Chief Executive Manager the day and year above written.

5505 WEST SUNSHINE, LLC,
a Missouri Limited Liability Company

NO SEAL

By: [Signature]
Print Name: W. Craig Hosmer
Title: Member 5505 W. Sunshine LLC

STATE OF Missouri)
COUNTY OF Greene) ss.

On this 29th day of September, 2016, before me, the undersigned, a Notary Public within and for said County and State, personally appeared W. Craig Hosmer, to me personally known who being by me duly sworn, did say that he is the Member of 5505 West Sunshine, LLC, a Missouri limited liability company, that said instrument was signed on behalf of said company by authority of its members, and W. Craig Hosmer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri the day and year last above written.

Lori Muetzel
Notary Public in and for Said County and State

Lori Muetzel
(Type, print or stamp the Notary's name.)

My Commission Expires: March 30, 2018





Exhibit B – Final Judgment and Related Court Filings – Circuit Court of Greene County, Case No. 1331-CC01162

IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI

STATE OF MISSOURI ex rel.
Joshua D. Hawley, the Attorney
General of Missouri, and the
Missouri Department of
Natural Resources,

Plaintiff,

v.

RLB PROPERTIES, LLC and

MICHAEL PIERCE,

d/b/a Whispering Lanes Mobile
Home Park,

Defendants.

Case No. 1331-CC01162

Application for Order to Show Cause

Plaintiff, the State of Missouri, by and through Attorney General Joshua D. Hawley and Assistant Attorney General Shawna M. Bligh, requests that this Court require Defendants, RLB Properties, LLC and Michael Pierce d/b/a Whispering Lanes Mobile Home Park to appear before this court to show cause why Defendants should not be adjudged in contempt for failing to comply with this Court's Final Judgment entered on November 10, 2014. In support of its Application, Plaintiff states as follows:

1. On September 6, 2013, Plaintiff filed its *Petition for Injunction and Civil Penalties* against Defendants.

Filed - Greene - September 05, 2016 - 03:57 PM

2. On November 10, 2014, the Court entered a Final Judgment against Defendants ordering them to comply with the Missouri Clean Water Law and its implementing regulations with respect to Defendants' wastewater violations at Whispering Lanes Mobile Home Park in Greene County, Missouri. A copy of the Final Judgment is attached hereto as Exhibit A.

3. Specifically, this Court ordered Defendant to pay a civil penalty of Forty-One Thousand Eight Hundred and Twenty Dollars and No Cents (\$41,820.00), as well as undertake certain required injunctive relief set forth on page 6 of the Final Judgment.

4. On July 10, 2018, this Court granted Plaintiff's Motion to Enforce requiring that Defendants comply with the terms of the Final Judgment within thirty days or by August 9, 2018.

5. To-date, Defendants have not complied with the terms of the Final Judgment.

6. Consequently, Plaintiff is left no other recourse than to file the instant Application for a Show Cause Hearing with this Court.

7. Defendants failure to comply with this Court's Final Judgment constitutes a violation of the rights of Plaintiff and is calculated to defeat the rights and remedies of the State of Missouri.



WHEREFORE, Plaintiff requests that this Court issue its Order to Show Cause directed to RLB Properties, LLC and Michael Pierce d/b/a Whispering Lanes Mobile Home Park requiring them to appear and Show Cause why they should not be adjudged in contempt of Court for their failure to comply with the terms of the Final Judgment entered November 10, 2014.

Respectfully submitted,

JOSHUA D. HAWLEY
Attorney General

/s/ Shawna M. Bligh
Shawna M. Bligh
Assistant Attorney General
Missouri Bar No. 56079
P.O. Box 899
Jefferson City, MO 65102
Phone: (573) 751-8261
Fax: (573) 751-8796
Email: Shawna.Bligh@ago.mo.gov

ATTORNEYS FOR PLAINTIFF

Certificate of Service

I hereby certify that a true and accurate copy of the foregoing was mailed, postage prepaid, by Federal Express, delivery confirmation, this 5th day of September, 2018 to:

RLB Properties, LLC
R/A Dan R. Nelson
910 St Louis Street Suite 100
Springfield, MO 65806

Michael Pierce
7700 N. Shore Place
North Little Rock, Arkansas 72118

/s/Shawna M. Bligh
Shawna M. Bligh
Assistant Attorney General



IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI

State of Missouri, ex. rel.,
Attorney General, Joshua D. Hawley

Plaintiff,

versus

RLB Properties, LLC and
Michael Pierce d/b/a Whispering Lanes
Mobile Home Park,

Defendants.

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) Case No.: 1331-CC01162
)
)
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FILED
DIVISION 3
JUL 10 2018
GREENE COUNTY
CIRCUIT COURT

ORDER GRANTING PLAINTIFF'S MOTION TO ENFORCE

On the 19th day of June 2018, this matter came before the Court Plaintiff's Motion to Enforce Judgment. After a hearing on Plaintiff's Motion to Enforce Judgment, and upon review of said motion and the affidavit filed in support of said motion, the Court hereby grants Plaintiff's Motion to Enforce Judgment and enters the following Findings and Orders.

FINDINGS

1. The State filed its *Verified Petition for Injunctive Relief and Civil Penalties* on September 6, 2013.
2. Defendant RLB Properties, LLC owns the property formerly operated as Whispering Lanes Mobile Home Park, located at 5505 West Sunshine, Springfield, Missouri 65619.
3. On November 10, 2014, this Court entered its Final Judgment in this case.

4. Under the Final Judgment, Defendants were required to comply with the Missouri Clean Water Law and all implementing regulations for any and all future activities in the State of Missouri.

5. Defendants were also required to stop all discharges, including discharges or potential discharges to groundwater.

6. The Final Judgment ordered and enjoined Defendants from operating or maintaining a wastewater treatment facility ("WWTF") without a permit.

7. Defendants were also ordered to submit a closure plan of the WWTF to the Department of Natural Resources ("Department") within 30 days of entry of the Final Judgment and to complete closure of the WWTF within 180 days of the Department's approval of the closure plan.

8. To-date, Defendant has failed to comply with the requirements set forth in the Final Judgment, as provided herein in Paragraphs 4-7 above.

9. Due to Defendant's failure to comply with the terms of the Default Judgment, the Attorney General was left no other recourse than to file the instant Motion to Enforce Judgment.

9. Defendant's failure to comply with this Court's Final Judgment constitutes a violation of the rights of Plaintiff and is calculated to defeat the rights and remedies of the State of Missouri.

ORDERS

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

10. This Court, applying the findings hereby ORDERS Defendants, RLB



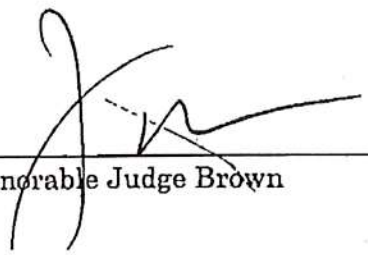
Properties, LLC and Michael Pierce to perform all acts and provide all documentation required under the terms of the Final Judgment within thirty days (30) of entry of this Order, including, but not limited to cessation of all discharges, including discharges or potential discharges to groundwater, cease operating or maintaining the WWTF without a permit; and submit a closure plan of the WWTF to the Department within fifteen (15) days of entry of this Order and complete closure of the WWTF within forty-five (45) days of entry of this Order.

11. Defendant is ORDERED to allow a representative of the Department of Natural Resources to undertake a site visit or inspection to monitor Defendant's progress complying with the orders set forth in Paragraph 10 above.

12. Nothing in this Order shall prevent Plaintiff from applying to this Court for further orders or relief to enforce this Order or the terms of Plaintiff's Default Judgment, including, but not limited to the collection of any civil penalties provided for in the Default Judgment, including that portion suspended pending Defendant's compliance.

SO ORDERED.

Date: 7-10-18



The Honorable Judge Brown



IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

STATE OF MISSOURI <i>ex rel.</i>	)	
Attorney General Joshua D. Hawley,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1331-CC01162
	)	
	)	
RLB PROPERTIES, LLC and	)	
	)	
MICHAEL PIERCE,	)	
	)	
d/b/a Whispering Lanes Mobile	)	
Home Park,	)	
	)	
Defendants.	)	

Motion to Enforce Judgment

COMES NOW, Plaintiff, State of Missouri ex. rel. Attorney General Joshua D. Hawley ("State"), by and through Assistant Attorney General, Shawna M. Bligh for its Motion to Enforce Judgment against Defendants, RLB Properties, LLC and Michael Pierce d/b/a Whispering Lanes Mobile Home Park, and states the following in support thereof:

1. On September 6, 2013, the State filed its *Petition for Injunctive Relief and Civil Penalties* ("*Petition*") against Defendants for violations of the Missouri Clean Water Law.

2. Defendant RLB Properties, LLC owns the property formerly operated as Whispering Lanes Mobile Home Park, located at 5505 West Sunshine, Springfield, MO 65619.

3. Defendant RLB Properties, LLC owns and operates property on which there is an extended aeration wastewater treatment plant and two-cell wastewater treatment lagoon ("WWTF") to serve the property formerly operated as Whispering Lanes Mobile Home Park ("mobile home park"). Defendant RLB Properties, LLC has owned the site since 2002.

4. Defendant Michael Pierce is a member of RLB Properties, LLC and was responsible for operation of the mobile home park.

5. On November 10, 2014, this Court entered its Final Judgment in this case. See Final Judgment attached hereto as Exhibit A.

6. Defendants were required to pay a civil penalty in the amount of \$41,820.00 within thirty days of entry of the Final Judgment. See Exhibit A at P. 7.

7. The Final Judgment also required Defendants to undertake certain injunctive relief. See *Id.*

8. Under the Final Judgment, Defendants were required to comply with the Missouri Clean Water Law and all implementing regulations for any and all future activities in the State of Missouri.



9. Defendants were also required to stop all discharges, including discharges or potential discharges to groundwater.

10. The Final Judgment ordered and enjoined Defendants from operating or maintaining the WWTF without a permit.

11. Defendants were also ordered to submit a closure plan of the WWTF to the Department of Natural Resources ("Department") within 30 days of entry of the Final Judgment and to complete closure of the WWTF within 180 days of the Department's approval of the closure plan.

12. To-date, Defendants have failed to comply with any of the orders set forth in the Final Judgment.

WHEREFORE, the State respectfully moves the Court to order Defendants to comply with the Final Judgment and to (i) commence performance of all acts and provide all documentation required under the terms of the Final Judgment within thirty days of entry of an order on the State's Motion to Enforce Judgment; and (ii) pay all costs of this proceeding and for such other and further relief as this Court deems just and proper.



Respectfully submitted,

JOSHUA D. HAWLEY
Attorney General

/s/ Shawna M. Bligh
Shawna M. Bligh
Assistant Attorney General
Missouri Bar No. 56079
P.O. Box 899
Jefferson City, MO 65102
Phone: (573) 751-8261
Fax: (573) 751-8796
Email: Shawna.Bligh@ago.mo.gov

ATTORNEYS FOR PLAINTIFF

Certificate of Service

I hereby certify that a true and accurate copy of the foregoing was sent
via Federal Express, delivery confirmation this 13th day of June, 2018 to:

RLB PROPERTIES, LLC
R/A Dan R. Nelson
910 St Louis Street Suite 100
Springfield, MO 65806

Michael Pierce
7700 N Shore Place
North Little Rock, AR 72118

/s/ Shawna M. Bligh
Shawna M. Bligh
Assistant Attorney General



IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

STATE OF MISSOURI ex rel.
Attorney General Chris Koster and
Missouri Department of
Natural Resources,

Plaintiff,

v.

RLB PROPERTIES, LLC and

MICHAEL PIERCE,

d/b/a Whispering Lanes Mobile
Home Park,

Defendants.

FILED 11/10/2014
GREENE COUNTY CIRCUIT COURT
DIVISION 1

Case No. 1331-CC01162

ly Filed - Greene - November 10, 2014 - 10:25 AM

FINAL JUDGMENT

On November 10, 2014, the above matter came before this Court for trial. Plaintiff appeared by counsel Timothy A. Blackwell. Defendants appeared not.

The Court, having considered the evidence adduced at trial, together with the pleadings herein, enters these findings of fact, conclusions of law, judgment and order.

Findings of Fact

1. Defendant RLB Properties, LLC owns the property formerly operated as Whispering Lanes Mobile Home Park, located at 5505 West

Sunshine, Springfield, MO 65619. Defendant RLB Properties, LLC has owned the site since 2002.

2. Defendant Michael Pierce is a member of the LLC and has been responsible for operation of the mobile home park.

3. The wastewater treatment facility (WWTF) at the site consists of two lagoon cells and an extended aeration plant.

4. Defendants closed the mobile home park on May 31, 2012. Defendants have never submitted a closure plan for approval by the Department, and have failed to close the WWTF in accordance with a closure plan approved by the Department.

5. Defendants have never obtained an operating permit from the Missouri Department of Natural Resources for the WWTF at the site.

6. The lagoon cells have been shown to be leaking, and dye studies performed by the Department have revealed that wastewater from the system was entering groundwater supplies through sinkholes located on the property. The lagoon is built on a sinkhole.

7. An inspection in 2005 revealed that a large quantity of poorly treated wastewater was coming from the wastewater treatment plant and entering the eye of a sinkhole on the property. A water quality analysis of samples of the wastewater being discharged into the sinkhole showed that effluent limits for bacteria were exceeded.

8. A dye trace from the lagoon showed up in a nearby drinking water well and the drinking water tested positive for coliform bacteria.

9. The original lagoon cell experienced a partial collapse at one point, and the most recent geological survey gave the lagoon a “severe” rating for collapse potential.

Conclusions of Law

1. This Court has jurisdiction over the subject matter herein and of the parties pursuant to section 644.076.1, RSMo.

10. The WWTF is a “water contaminant source” as that term is defined by § 644.016(25), RSMo.

11. Untreated, undertreated, and treated discharges of wastewater from the lagoon are “water contaminants,” as that term is defined in § 644.016(24), RSMo.

12. Subsurface groundwater is part of the “water[s] of the state” as defined in § 644.016(23), RSMo.

Count I – Failure to Close WWTF

13. Missouri Clean Water Regulation 10 CSR 20-6.010(12)(A) requires persons who cease operation of waste, wastewater, and sludge handling and treatment facilities to close the facilities in accordance with a closure plan approved by the Department.

14. Section 644.076.1, RSMo Supp. 2013, provides:

It is unlawful for any person to cause or permit any discharge of water contaminants from any water contaminant or point source located in Missouri in violation of sections 644.006 to 644.141, or any standard, rule or regulation promulgated by the commission. In the event the commission or the director determines that any provision of sections 644.006 to 644.141 or standard, rules, limitations or regulations promulgated pursuant thereto, or permits issued by, or any final abatement order, other order, or determination made by the commission or the director, or any filing requirement pursuant to sections 644.006 to 644.141 or any other provision which this state is required to enforce pursuant to any federal water pollution control act, is being, was, or is in imminent danger of being violated, the commission or director may cause to have instituted a civil action in any court of competent jurisdiction for the injunctive relief to prevent any such violation or further violation or for the assessment of a penalty not to exceed ten thousand dollars per day for each day, or part thereof, the violation occurred and continues to occur, or both, as the court deems proper.

15. Since 2012, when Defendants abandoned the WWTF, Defendants have failed to submit a closure plan for the WWTF to the Department and failed to close the WWTF, including the lagoon.

16. Defendants violated 10 CSR 20-6.010(12)(A) by failing to submit a closure plan for the WWTF to the Department for review and approval.

17. Defendants violated 10 CSR 20-6.010(12)(A) by failing to properly close the WWTF in accordance with an approvable closure plan.

Count II—Operating or Maintaining the WWTF Without a Permit

18. Section 644.051.2, RSMo, provides that it shall be unlawful for any person to operate, use or maintain any water contaminant or point

source in this state that is subject to standards, rules or regulations promulgated pursuant to the provisions of sections 644.066 to 644.141, RSMo, unless such person holds an operating permit from the Clean Water Commission.

19. The Court hereby finds and concludes that Defendants have been in continuing violation of § 644.051.2, RSMo Supp. 2013, since at least 2002, and continuing to the present, by operating and/or maintaining the WWTF without a permit.

**COUNTS III and IV – Causing Pollution to Waters of the State and
Introducing Water Contaminants into the Subsurface Waters of the
State through a Sinkhole**

20. Section 644.051.1(1), RSMo, makes it “unlawful for any person to cause pollution of any waters of the state or to place or cause or permit to be placed any water contaminant in a location where it is reasonably certain to cause pollution of any waters of the state.”

21. The Missouri Cave Resources Act, § 578.215.1, RSMo, prohibits any person from purposely introducing into any cave, cave system, sinkhole, or subsurface waters of the state any substance that will or could violate any provision of the Missouri Clean Water Law.

22. In 2005, a water quality analysis of samples of the wastewater being discharged into the sinkhole showed that effluent limits for bacteria were exceeded.

23. Defendants violated § 644.051.1(1), RSMo, by causing and permitting the discharge of water contaminants from the WWTF in a location where those water contaminants were reasonably certain to cause pollution to the waters of the state, and Defendants violated § 578.215.1, RSMo, by introducing water contaminants into the subsurface waters of the state through a sinkhole.

24. Pursuant to § 644.076.1, RSMo, Defendants are subject to the imposition of injunctive relief and a civil penalty not to exceed \$10,000 per day for each day, or part thereof, that each violation of the Missouri Clean Water Law occurred.

Judgment

The Court hereby enters judgment in favor of Plaintiff and against Defendants, jointly and severally.

The provisions of this Judgment and order shall be binding upon Defendants, as well as their agents, servants, employees, heirs, successors, assigns, and upon all persons, firms, corporations and other entities who are, or who will be, acting in concert or privity with, or on behalf of Defendants or his agents, servants, employees, heirs, successors, and assigns.

Order

A. Injunctive Relief

1. Defendants are hereby ordered and enjoined to comply with the Missouri Clean Water Law and all implementing regulations for any and all future activities in the State of Missouri.
2. Defendants are hereby ordered and enjoined to stop all discharges, including discharges or potential discharges to groundwater.
3. Defendants are hereby ordered and enjoined from operating or maintaining the WWTF without a permit.
4. Defendants are hereby ordered and enjoined to submit a closure plan to DNR within 30 days of entry of this judgment and to complete closure of the WWTF within 180 days of DNR's approval of the closure plan.

B. Civil Penalty

The Court may assess a penalty of up to \$10,000 per violation for each day, or part thereof, that the violation continued or continues without abatement. Section 644.076.1, RSMo Supp. 2013. In considering the penalty amount, the Court has considered Defendants' bad faith and the economic benefit of non-compliance. The Court hereby assesses against Defendants a civil penalty of \$41,820.00. Within thirty days after entry of the Judgment, Defendants shall pay the civil penalty by check made payable to the "*State of Missouri (Green County)*." Defendants shall mail the check to Collections



Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City,
MO 65102-0899 for deposit or credit to the proper account.

Modification

15. Except as otherwise specified herein, this Judgment may be
modified or amended only with the approval of the Court.

Costs

16. Defendants shall pay all court costs in this action.

SO ORDERED.

Judge, Greene County

Date: 11/10/2014



Curriculum Vitae Rick J. Muenks

EDUCATION

Texas Wesleyan University School of Law
Ft. Worth, Texas
Juris Doctor, August 1998

University of North Texas
Denton, Texas
Master of Science Applied Economics, August 1991

Central Missouri State University
Warrensburg, Missouri
Bachelor of Science Economics, Finance Minor, May 1988

PROFESSIONAL DESIGNATIONS AND LICENSES

MAI Designation, Appraisal Institute #9956
Missouri State Certified General Real Estate Appraiser -- RA003286
The Missouri Bar #50835
Springfield Metropolitan Bar Association - Member
Missouri Real Estate Appraisers Commission - Member - 2005-2007
Ozark Mountain Chapter Appraisal Institute - President 2004 and 2005
Approved Course and Seminar Instructor - Appraisal Institute

EXPERIENCE

Rick J. Muenks, Attorney at Law, LLC
Solo Practice

Springfield, Missouri
1999 to Present

Solo practitioner firm with a focus in real estate transactions, real estate zoning and land use controls, real estate litigation, commercial law, and probate.

Southwest Valuation, LLC
Managing Member

Springfield, Missouri
2000 to Present

Southwest Valuation serves a variety of clients with real estate valuation services including appraisal studies, market studies, feasibility studies, economic impact studies, data support, litigation support and dispute resolution support.

Fanning and Associates
Senior Analyst

Denton, Texas
1988-1999

Served as the primary analyst for numerous valuation assignments, feasibility and market studies including mixed use developments, raw land with near term urban development potential, special purpose properties including golf courses and parking garages, office buildings, shopping centers, and specialized commercial properties.

PUBLICATIONS

Highest and Best Use and Property Rights - Does it Make a Difference?, The Appraisal Journal, Summer 2018, co-authored with Stephen F. Fanning, and Larry T. Wright.



PRESENTATIONS

Highest and Best Use, 2014 Appraisal Seminar, MoDot Central District Office, April, 2014.

Exactions and Inverse Condemnation, Missouri Bar Real Estate Seminar Series, 2010.

Real Estate Appraisal and Evaluation Review, Various Real Estate Lenders, 2007

Meth Labs and Potential Impact on Real Estate Value, Ozark Mountain Chapter of the Appraisal Institute, September 2005.

Appraiser Legals and Liabilities, Knowledge Sharing Real Estate Appraisal Symposium, Ozarks Technical College, March 2004.

HIGHLIGHTS OF EXPERIENCE

Prepared valuation appraisals for property tax, estate tax and gift tax purposes.

Prepared and reviewed market studies, land plans and valuation appraisals for acquisition and eminent domain proceedings by cities, counties, public utility districts, state and federal agencies for such purposes as: utility easements, road and highway right of ways, and other public use projects.

Expert Witness as to opinion of fair market value and other relevant questions in various condemnation, administrative, marital dissolutions, bankruptcy, and civil litigation proceedings and trials.

Prepared numerous market, marketability, valuation, and feasibility studies of mixed use developments, recreational land, agricultural and ranch land, residential estates, residential subdivisions, multi family complexes, office center, shopping/retail centers, country clubs/golf courses, theaters, industrial facilities, convenience stores, storage facilities, bowling alleys, lodging, restaurants, medical offices, environmentally impacted property, ethanol plants, and various other residential and commercial properties and projects.

Notable projects include:

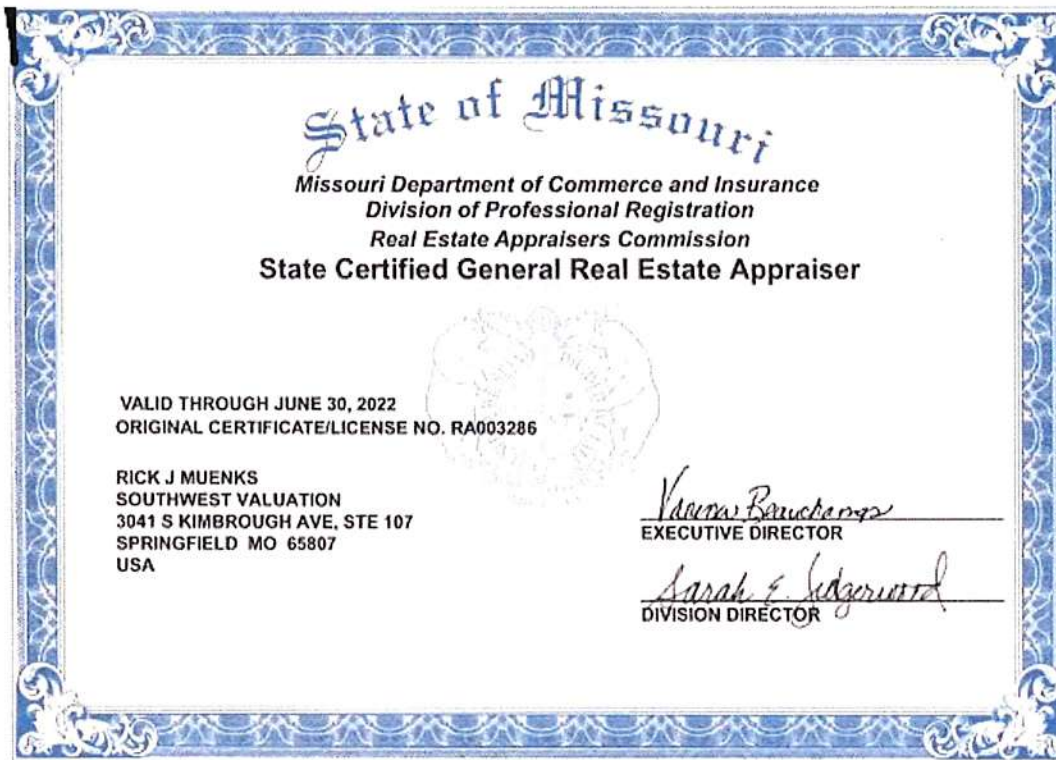
- Franciscan Promenade, Los Angeles, California. A 45-acre power center retail site that involved various market and environmental issues as the tract was partially contaminated.
- Valley Ranch, Irving, Texas. A mixed use development that served as home of the Dallas Cowboys. The study included the valuation of raw land suited for single family, residential and retail uses.
- Texas Motor Speedway, Ft. Worth, Texas. An economic and land use impact study of the 125,000 seat facility and the area surrounding the speedway.
- Northgate (North Natomas), Sacramento, California. A 1,000 acre mixed use development located near Sacramento's Arco Arena. The valuation and market study was used for bankruptcy proceedings and involved complex development impact fee allocations, and environmental issues.



- Shangri-La, Afton, Oklahoma. Valuation and market study on a lodging resort and two 18-hole golf facilities.
- CityPlace, Dallas, Texas. A valuation and market study involving a mixed use 128 acre holding in the central city which was being revitalized as part of a TIF district.
- Hermosa Center, Hermosa Beach, California. An existing multi-story retail and office center anchored by a movie theater.
- Downtown Springfield Market Study. A market study addressing the demand for owned condo units in the downtown market.
- Downtown Springfield Market Study, Springfield, Missouri. A market study of loft apartments, office and retail uses in downtown Springfield, Missouri.
- Southwest Greene County. Valuation and market study of a 700 + acre mixed use potential land tract.
- Whisper Cove, Branson, Missouri. Market study on proposed residential development fronting Table Rock Lake.
- Golden Triangle Energy Ethanol Facility, Holt County, Missouri. Extensive valuation assignment for an operating ethanol and industrial alcohol production facility.
- Aspen Heights, downtown Springfield, Missouri. A market study and valuation analysis on a proposed large student housing project.
- Hammons Field, downtown Springfield, Missouri. Valuation analysis of baseball stadium that was the home of the Springfield Cardinals minor league team.
- Real Estate Market and Sales Study of the Rio Grande Valley of Texas to support Border Wall construction project in Starr, Hidalgo and Cameron counties of Texas.



Appraiser's License



**BRODY CORNERS
TAX INCREMENT FINANCING PLAN
EXHIBIT 4**

RELOCATION ASSISTANCE PLAN

Clerk's Note: Per City Attorney's Office, this will be numbered in the City Code as Section 36-2. (See lines #12-13)

Pub. Imp. _____
Govt. Gmt. _____
Emer. _____
P. Hrings. _____
Pgs. 16
Filed: 1-2-07

Sponsored by: Carlson

First Reading: January 8, 2007

Second Reading: January 29, 2007

COUNCIL BILL NO. 2007 - 007

GENERAL ORDINANCE NO. 51648

AN ORDINANCE

ADOPTING a Relocation Plan for the City of Springfield, Missouri as required by and in accordance with subsection 523.205.2 RSMo.

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

Section 1 - That the City Council adopts the Relocation Plan attached hereto as "Exhibit A" for the City of Springfield, Missouri as required by and in accordance with subsection 523.205.2 RSMo.

Section 2 - This ordinance shall be included in the Springfield City Code and numbered as determined by the City Attorney.

Section 3 - This ordinance shall be in full force and effect from and after passage.

Passed at meeting: January 29, 2007

Thomas Carlson
Mayor

Attest: Bush M. Little, City Clerk

Filed as Ordinance: January 29, 2007

Approved as to form: Ol. R. Wil, City Attorney

Approved for Council action: Bob Lundy City Manager

Aff. Agcy. Noticed _____
Emergency Required _____
P. Hrings. Required _____
Fiscal Note Required _____
Board Rec. Required _____

EXPLANATION TO COUNCIL BILL NO. 2007 -

ORIGINATING DEPARTMENT: Law

PURPOSE: Adopt a Relocation Plan for the City of Springfield, Missouri as required by and in accordance with subsection 523.205.2 RSMo.

REMARKS: HB 1944 that amended the laws of the State of Missouri with respect to land acquisition requires the City to adopt a relocation plan that meets requirements of state law. This plan applies city-wide whereas in the past relocation payments were required when acquiring property and when the project included federal funds that triggered payment under the Federal Uniform Relocation Law.

This plan is very similar to the Federal Uniform Relocation Law with some exceptions specifically adopted by the General Assembly in HB 1944. For the most part, relocation payments are simply a matter of determining what is covered and getting estimates of the cost for relocation. Payments over \$150,000 are required to be approved by the City Council.

Submitted by:


Special Counsel

Approved by:


City Attorney



Revised 12/25/06

EXHIBIT "A"
RELOCATION PLAN
CITY OF SPRINGFIELD

Section I - Relocation Program

A. Administrative Organization – Scope of Plan

1. Name of Agency and Scope of Plan

The administration of relocation activities will be undertaken by the Relocation Staff of the City of Springfield, Missouri. This Plan shall apply to all acquisitions made in the City of Springfield, Missouri pursuant to subsection 523.205.2 RSMo.

2. Description of Organization

The City of Springfield may contract for the necessary Relocation Staff assistance to carry out all relocation activities for the Project Area required by Section 523.205 RSMo. 2000, as amended (the "Relocation Statute") and the implementing regulations adopted pursuant thereto, as amended.

The Relocation Staff will provide technical assistance and counseling services to business concerns being displaced which will need financial assistance in the purchasing of replacement properties as a relocation resource. More specifically, the Relocation Staff shall:

- a. Conduct a final survey of every site occupant to be displaced to determine the relocation requirements of each business concern.
- b. Disseminate informational newsletters and material to site occupants and develop better understanding of the purposes, scope and objectives of the Project and operations of relocation activities.
- c. Maintain close contact with the business concerns and advise them of the acquisition of their property, the necessity of moving and assistance that will be made available.
- d. Aid and counsel business concerns relative to their specific relocation problems.
- e. Cause to be maintained adequate records of contacts with site occupants to be displaced and records of relocation of each site occupant.
- f. Maintain a current inventory of commercial vacancies and offer referral services to project residents of these vacancies.

- g. Inspect commercial spaces and thoroughly analyze the location before referral is made to the site occupant as a relocation resource.
- h. Make available relocation payments to all eligible displacees in accordance with the Relocation Statute.
- i. Assist business concerns that want to purchase properties in obtaining the necessary financing.

No decision or recommendation of the Relocation Staff shall be final or binding until approved by the City Manager or his or her designee, except that the payment of relocation costs in excess of \$150,000 must be approved by the City Council.

3. Experience of the Local Public Agency (City)

The Relocation Staff has been actively involved in the acquisition of real property and the relocation of families, individuals and business concerns under federal, state and city relocation programs, including but not limited to Urban Renewal and Community Development Programs, since 1968.

The Relocation Staff has been involved in numerous projects involving relocation, including, but not limited to, three (3) Redevelopment Projects under the Community Development Program in the City of Springfield and three (3) Redevelopment Projects by Urban Redevelopment Corporations.

B. Relocation Standards

1. Physical Standards

All replacement structures shall be inspected by the Relocation Staff for code compliance.

An Informational Statement for Business Concerns and Other Non-Residential Establishments is attached hereto as Exhibit "1".

2. Standards for Displacees Ability to Pay

In locating relocation resources for business concerns displaced by the project, the City will consult with the site occupant to determine their ability to pay for replacement facilities.

3. Location Standards

Relocation resources will be properly zoned to meet the needs of displaced persons and shall have public utilities and facilities available as in the area in which they currently are located.

4. Temporary Relocation

Temporary relocation will be used only when it becomes necessary to expedite the Project.

C. Relocation of Site Occupants

1. An informational program was developed during the planning of the Project and will continue in order to notify site occupants of relocation assistance which the City will offer. Pamphlets, newsletters and Informational Statements were prepared during the planning of the Project. A letter will be mailed to each business concern to be relocated informing them of the relocation assistance the City will offer.
2. The City office is located at 840 Boonville Avenue, which is centrally located to the Project Area. The Relocation Office will be located at:

Office of Housing and Redevelopment
3rd Floor
Busch Municipal Building
840 Boonville Ave.
Springfield, Mo. 65802

Regular office hours will be from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, office hours will be arranged for the convenience of the site occupants. Site occupants will be informed of the Relocation Office and that office hours will be arranged for their convenience.

D. Eviction Procedure

Eviction of site occupants will not take place until all other reasonable efforts have failed. The City shall offer relocation services to site occupants prior to eviction. Should eviction become necessary as a result of code enforcement, rehabilitation, or acquisition by a public body other than the City, the City will attempt to work out a satisfactory agreement to all concerned prior to eviction.

E. Relocation Payments

1. Eligibility of Relocation Payment

Business concerns within the Project Area which are to be displaced may be eligible for relocation payments. Relocation payments shall be made in accordance with the Relocation Statute to all eligible site occupants.

Business concerns being displaced will be informed through an Informational Statement (Exhibit "1") of the availability of relocation payments and where the written conditions under which relocation payments will be made are available.

2. Claims for relocation payments must be made to the City within a period not to exceed eighteen (18) months after displacement. Claims for relocation payments must be filed on forms provided by the City.

B. Relocation of Business Concerns

1. The following relocation services shall be provided to business concerns:

- a. An informational program has been developed with respect to business concerns and this program will continue to provide information to advise business concerns of relocation assistance which the City will offer.
 - (1) Business concerns and other nonresidential establishments located in the Project Area will be notified through pamphlets, newsletters, and Information Statements, of the general nature and scope of the project.
 - (2) Upon final project approval, business concerns and other nonresidential establishments being displaced will be notified through an Informational Statement of relocation assistance which will be offered by the City as well as the conditions under which Relocation payments will be made.
- b. The Relocation Staff will maintain a listing of available commercial space. The listing will be updated by consultation with local Real Estate Agencies. The availability of commercial space will be for the exclusive use of business concerns proposed to be relocated under the Project Plan. Arrangements shall also include provisions for listing which business concerns may be referred for assistance in obtaining commercial space.
- c. Upon submission of the Project for execution, SBA will be requested to visit the City to discuss with any small business concerns that are interested, the technical and financial assistance which will be available.

Section II - Final Decisions and Appeals

A. Final Decision

- 1. After receiving the approval of the City Manager or his or her designee or the City Council if required, the Relocation Staff shall send a written statement of its final decision regarding any claim for relocation payments. Such final decision shall be mailed to the claimant by certified mail, return receipt requested to the address for the claimant stated in its claim for relocation assistance, or if none, then to the claimant's last known address.

B. Right of Appeal.

- 1. Any business or non-residential establishment aggrieved by the final decision of the Relocation Staff regarding relocation payments shall be entitled to appeal such decision to the Board of Commissioners of the Land Clearance for Redevelopment Authority (LCRA).

C. Appeal Procedures

- 1. Filing Appeal—Time Limitations

a. Any appeal from a final decision of the Relocation Staff must be filed within 60 days after the final decision of the Relocation Staff is sent to the business or non-residential establishment by certified U.S. mail, return receipt requested. Unless appealed within said time period, the final decision of the Relocation Staff shall be final and binding on all parties.

b. An appeal of a final decision of the Relocation Staff shall be commenced by the filing of a notice of appeal with the office of the Board of Commissioners of the LCRA. The notice of appeal shall contain a statement of the aggrieved parties' request for appeal and the reasons for the appeal, and a copy of the decision of the Relocation Staff from which the appeal is requested shall be attached thereto. The notice of appeal shall be filed by delivering a copy thereof to the Board of Commissioner of the LCRA at the following address:

Board of Commissioners
Land Clearance for Redevelopment Authority
Office of Housing and Redevelopment
3rd Floor
Busch Municipal Building
840 Boonville Ave.
Springfield, Mo. 65802

2. Procedures on Appeal

a. The Board of Commissioners of the LCRA shall promptly send a copy of the notice of appeal and a notice of the institution of the appeal to the Relocation Staff and the claimant as provided in Section 536.067 RSMo. 2000, as amended.

a. All appeals relating to relocation assistance shall be subject to the rules for a contested case as set out in the Missouri Administrative Procedures Act (Chapter 536, RSMo. 2000, as amended)

3. Judicial Review

a. The decision of the Board of Commissioners of the LCRA shall be subject to judicial review as provided in the Missouri Administrative Procedures Act (Chapter 536 RSMo. 2000, as amended).

EXHIBIT "1" To Plan A

CITY OF SPRINGFIELD, MISSOURI

INFORMATIONAL STATEMENT FOR BUSINESS

CONCERNS AND OTHER NON-RESIDENTIAL ESTABLISHMENTS

1. General

The basic purpose of this Statement is to inform you of the benefits and services that will be offered to you as a result of displacement from your present location.

If your building is among those that will have to be vacated, it will be necessary for you to consider a move to another location. However, every occupant will be given as much advance notice as possible of the time the City expects to acquire possession of the property, and no one lawfully occupying property within the project area will be required to surrender possession without at least 90 days written notice from the City of the date on which possession will be required or such time as required by state law if longer than 90 days. This notice will not be given until after the City has entered into a contract with the owners to buy the property or the City has acquired the property by condemnation. You should not, under any circumstances, move or make any financial commitment concerning a move from your present location without first checking with the City. A premature move could make you ineligible for relocation payments.

Please be assured that we will try to help you find other facilities suitable to your needs and requirements, and that we will provide other aids and services to each problem of relocation that you may encounter.

Relocation and other activities in connection with the project will be handled by the City through the Relocation Staff.

2. Acquisition of Real Property

Every owner of property to be acquired for the project will be afforded a full opportunity to sell his property directly to the City without litigation. When purchasing property, it is the policy of the City to pay fair prices and to treat all owners fairly and impartially. The compensation that will be offered to each owner will be based on appraisals of the property made by competent independent appraisers. In negotiating the terms of the agreement to purchase the property, the City will, to the extent permitted by scheduled activities, allow the owner to set the times for closing the sale and for delivery of the right of possession to the City. Condemnation will not be instituted unless necessary and no property will be condemned until after every reasonable effort to purchase the property by negotiation has been exhausted and the requirements of Missouri Law have been satisfied.

3. Eligibility for Relocation Payments

For the purpose of establishing eligibility for any relocation payment, a business concern or nonprofit organization which moves from real property within a project area or moves his personal property from such real property on or after the date of the pertinent contract for financial assistance for the project for the following reason may be eligible for certain relocation payments and assistance:

The City's acquisition of all or part of the real property from which it moves, and issuance of a Notice of Displacement.

TYPES OF RELOCATION PAYMENTS

A business concern (with the exception of owners of outdoor advertising displays) may be entitled to a relocation payment for either one of the following at the option of the business:

A. An amount to cover:

1. Actual and reasonable moving costs for packing, crating, disconnecting, dismantling, reassembling and installing all personal equipment and costs for re-lettering similar signs and similar replacement stationery; and
2. Reestablishment expenses of up to an additional \$10,000, which are limited to the actual costs incurred for physical improvements to the replacement property to accommodate the particular business at issue.

or

- B. In lieu of actual and reasonable moving expenses, a fixed moving expense payment of \$3,000, and up to an additional \$10,000 for reestablishment expenses, which shall be limited to the costs incurred for physical improvements to the replacement property to accommodate the particular business at issue (excluding all owners of outdoor advertising displays).

NON-REIMBURSEABLE EXPENSES

Expenses which are not eligible for reimbursement include the following:

- a. Additional expense incurred because of doing business in a new area.
- b. Moving structures or other real property in which the displaced person retains ownership.
- c. Interest on loans to cover moving expenses.
- d. Loss of good will.
- e. Loss of profit.
- f. Loss of trained employees.
- g. Personal injury.
- h. Cost of preparing claims for moving expenses, including legal fees and other costs.
- i. Any addition, improvement, or other physical change in or to the replacement structure or its premises.
- j. Any other items the City determines are not reasonable and necessary.

- k. The cost for storage of personal property on real property owned or leased by the displaced business before displacement.
- l. Any additional operating expenses of a business incurred because of operating in a new location.
- m. Physical changes to the real property at the replacement location.

The Moving Process

Each displaced business must notify the City, in writing, of its intention to move at least 45 days before the move will begin. This notice should include the following information:

- A. The dates of the anticipated move and/or disposal of personal property.
- B. A statement indicating whether or not the business will perform a self-move.
- C. Assurance that prior to invitations for bids the business will furnish to the City a detailed inventory of property to be moved and scope of work required to complete the move.

Submission of Bids for Moving and Related Expenses

Before you move, you must obtain two written bids from reputable movers. The bids must be submitted to us at least 15 days before you start your move.

If you estimate that your moving expenses will be less than \$1,000, you may, after obtaining the approval of the City, proceed without the bids. Prior confirmation of your estimate by the City is required.

The bids submitted should include the following information:

- A. Name and address of the mover and the name of the bidder.
- B. Origin and destination points of the move, estimated date(s) of the move, and the estimated time required to carry out the move.
- C. Identification of the items to be moved, number of loads or cubic feet to be moved, and the hourly rate for labor and vehicles to be used in the move.
- D. If applicable, identification of any estimates covering unusual charges, such as for packing, unpacking or other costs.

Bids must be obtained from reliable sources, covering charges for electrical, plumbing, carpentry, or other services needs for the disassembly, moving, reassembly, reconnecting, or reinstallation of machinery and equipment. The City will furnish approved bid forms and the amount of the relocation payment will be based on the lowest acceptable bid.

The bids should be broken down by number of persons required to perform the services and costs for labor and material. Lump sum estimates are not acceptable.

Failure to provide acceptable bids and to otherwise observe required procedures may result in forfeiture of the entire claim.

Self-Moves

A business which elects to move itself may be reimbursed for certain out-of-pocket expenses. As in the case of other moves the City must be notified in writing 45 days prior to the start of the move. The City will obtain necessary bids or estimates to be used as basis for reimbursement.

Generally, the business may be reimbursed, up to the amount of the low bid for labor, equipment, and related costs with little or no documentation in support of the claim. As certain situations may require complete documentation, however, it is very important that each business discuss its proposed self-move with Relocation personnel well in advance of the move.

Filing of Claim

Any relocation payment for your moving expense or direct loss of property because of the move, or an in lieu of payment, will be made only after the completion of your move, or the discontinuance of your business.

After you move, or upon discontinuance of your business operations, you must submit a completed claim form to the Relocation Office. Receipted bills or other evidence of costs incurred or property loss sustained must be documented and submitted with the claim.

You must certify that your claim is true and accurate.

A claim for payment for moving expenses, actual direct loss of property, or an in lieu of payment must be filed within 18 months after completion of your move or the date you discontinue operation.

You are invited to call or visit the Relocation Office for assistance in filing your claim. We will help you in every way we can. A visit to our office should result in a claim properly made out and hence one which we can process in the shortest possible time so as to speed up the payment to you. The City Relocation Office is located at:

Housing and Redevelopment Office
3rd Floor, Busch Municipal Building
840 Boonville Ave.
Tel: 417-864-1039

Rent

As stated earlier, if the property you are occupying is acquired by the City, you will be given at least 90 days written notice of the time you will have to vacate the property, and such notice will not be given until the City has entered into a contract with the owner to buy the property or has acquired the property by condemnation.

After the property is acquired, an equitable rental rate will be established.

The rent will be payable at our office in advance, monthly, on or before the first day of each month. The office location is Housing and Redevelopment Office, 3rd Floor, Busch Municipal Building, 840 Boonville Ave.

Eviction

Legal action to compel a business concern to move from the acquired property may be taken as permitted at law or pursuant to any agreement with the City permitting continued occupancy of the property after it is acquired by the City.

Eviction will not affect your eligibility for any relocation payment to which you may otherwise be entitled. The Relocation Staff will locate, inspect, and refer relocation sites or space for your consideration. The Relocation Staff will also assist in the processing of any forms required by lending institutions, the Small Business Administration (SBA), and others in connection with the purchase or leasing of new premises. If you so desire, the City will arrange for the SBA to send you a letter describing the assistance available from that agency.

Waiver of Relocation Payments

Any displaced person who is also the owner of the premises affected by the project may waive relocation payments as part of the negotiations for the acquisition of the interest held by such person. Such waiver shall be in writing, shall disclose the person's knowledge of the provisions of the Relocation Statute and this plan and his entitlement to payment. Such waiver shall be filed in the office of the Relocation Staff. No waiver shall include any waiver of the notice provisions of the Relocation Statute or this plan.

Final Decisions and Appeals

A. Final Decision

1. The Relocation Staff shall send a written statement of its final decision regarding any claim for relocation payments. Such final decision shall be mailed to the claimant by certified mail, return receipt requested to the address for the claimant stated in its claim for relocation assistance, or if none, then to the claimant's last known address.

B. Right of Appeal.

1. Any business or non-residential establishment aggrieved by the final decision of the Relocation Staff regarding relocation payments shall be entitled to appeal such decision to the Board of Commissioners of the Land Clearance for Redevelopment Authority (LCRA).

C. Appeal Procedures

1. Filing Appeal—Time Limitations

- a. Any appeal from a final decision of the Relocation Staff must be filed within 60 days after the final decision of the Relocation Staff is sent by it to the business or non-residential establishment by certified or registered U.S. mail. Unless appealed within said time period, the final decision of the Relocation Staff shall be binding on all parties.

b. An appeal of a final decision of the Relocation Staff shall be commenced by the filing of a notice of appeal with the office of the Board of Commissioners of the LCRA. The notice of appeal shall contain a statement of the aggrieved parties' request for appeal and the reasons for the appeal, and a copy of the decision of the Relocation Staff from which the appeal is requested shall be attached thereto. The notice of appeal shall be filed by delivering a copy thereof to the office of the Board of Commissioner of the LCRA at the following address:

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Land Clearance for Redevelopment Authority
Office of Housing and Redevelopment
3rd Floor
Busch Municipal Building
840 Boonville Ave.
Springfield, Mo. 65802?

2. Procedures on Appeal

- a. The Board of Commissioners of the LCRA shall promptly send a copy of the notice of appeal and a notice of the institution of the appeal to the Relocation Staff and the claimant as provided in Section 536.067 RSMo. 2000, as amended.
- a. All appeals relating to relocation assistance shall be subject to the rules for a contested case as set out in the Missouri Administrative Procedures Act (Chapter 536, RSMo. 2000, as amended)

3. Judicial Review

- a. The decision of the Board of Commissioners of the LCRA shall be subject to judicial review as provided in the Missouri Administrative Procedures Act (Chapter 536 RSMo. 2000, as amended).

Revisions

This information presented above is subject to certain revisions and modifications as may be determined by the City from time-to-time. .

Transfer of Ownership

A claimant shall be deemed to have transferred to the City ownership of any tangible personal property that has not been moved, sold or traded in by the claimant prior to the date the City actually receive possession of the real property.

Advertising Signs

The amount of a payment for direct loss for an advertising sign which is tangible personal property shall be the lesser of: (i) the depreciated replacement cost of the sign, as determined by the relocation staff, less the proceeds from its sale; or (ii) the estimated cost of moving the sign, but with no allowance for storage.

Notification and Inspection

The following requirements apply to payments under this plan.

1. The Relocation Staff shall inform the displaced person in writing of the requirements of this plan as soon as possible after the initiation of negotiations.
2. The displaced business must provide the Relocation Staff with reasonable advance written notice of the approximate date of the start of the move or disposition of the personal property and a list of the items to be moved; provided, however, that the Relocation Staff may waive this requirement after they secure sufficient documentation concerning the move.
3. The displaced business must permit the Relocation Staff to make a reasonable and timely inspection of the personal property at both the displacement and replacement sites and to monitor the move. The displaced person should notify the Relocation Staff at least 45 days before the commencement of any move and permit the Relocation Staff, or their representative, to thoroughly inspect and document all personal property as to which the claimant makes a claim under the plan and all fixtures which are deemed to be part of the real estate and, therefore, are not subject to relocation payments under the plan.

Dated this ____ day of _____, 2007.

City Manager

Acknowledgment

I hereby acknowledge that the preceding Informational Statement, including the Grievance Procedure, has been delivered and explained to me by the person delivering it.

Signature of Business Owner

Date

Signature of Business Owner

Date

Address of Business

Relocation Officer

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**BRODY CORNERS
TAX INCREMENT FINANCING PLAN
EXHIBIT 5**

**BUDGET FOR REDEVELOPMENT PROJECT
AND ANTICIPATED COST OF PLANNED
DEVELOPMENT**

	Cost of the Planned Development	Redevelopment Project Costs	Reimbursable Project Costs
1. Land Acquisition Costs	\$0.00	\$1,800,000.00	\$0.00
2. Cost of Buildings	\$20,500,000.00	\$0.00	\$0.00
3. Professional Fees	\$0.00	\$150,000.00	\$150,000.00
4. Financing Fees	\$0.00	\$300,000.00	\$300,000.00
5. Parking Lot	\$0.00	\$500,000.00	\$0.00
6. Lighting	\$0.00	\$125,000.00	\$0.00
7. Signage	\$0.00	\$75,000.00	\$0.00
8. Sitework:			
a) Excavation	\$0.00	\$801,399.00	\$406,553.00
b) Landscape	\$0.00	\$77,700.00	\$25,160.00
c) Utilities	\$0.00	\$35,000.00	\$35,000.00
d) Sewer and stormwater	\$0.00	\$390,445.00	\$390,445.00
e) Water	\$0.00	\$428,128.00	\$428,128.00
f) Roadway	\$0.00	\$680,050.00	\$680,050.00
g) Demolition	\$0.00	\$102,165.00	\$102,165.00
h) General conditions & Mobilization	\$0.00	\$226,975.00	\$145,725.00
i) Soft costs	\$0.00	\$278,363.00	\$223,936.00
9. Offsite Fresh Water	\$0.00	\$303,048.00	\$303,048.00
10. Offsite Road Improvements	\$0.00	\$252,467.00	\$252,467.00
TOTAL:	\$20,500,000.00	\$6,525,740.00	\$3,442,677.00
Percentage of Total Development Costs (\$27,025,740) to Total Reimbursable Costs (\$3,442,677)			7.8%

BRODY CORNERS TAX INCREMENT FINANCING PLAN EXHIBIT 6

SOURCES AND USES SUMMARY

Sources

Developer will provide all funding necessitated by the costs related to the implementation of this Redevelopment Project. Developer will use a mix of cash and financing for this purpose and Developer's financial ability to proceed with this Redevelopment Project is evidenced by and through the commitment letter set forth in Exhibit 12. These sources include capital or equity available to the Developer through cash reserves, financing sources or potential investment. If the Redevelopment Plan is approved, TIF and CID revenues will be used for reimbursement of up to \$3,442,677 of the Developer's Reimbursable Costs pertaining to public improvements.

Uses	Cost of the Planned Development	Redevelopment Project Costs	Reimbursable Project Costs
1. Land Acquisition Costs	\$0.00	\$1,800,000.00	\$0.00
2. Cost of Buildings	\$20,500,000.00	\$0.00	\$0.00
3. Professional Fees	\$0.00	\$150,000.00	\$150,000.00
4. Financing Fees	\$0.00	\$300,000.00	\$300,000.00
5. Parking Lot	\$0.00	\$500,000	\$0.00
6. Lighting	\$0.00	\$125,000.00	\$0.00
7. Signage	\$0.00	\$75,000.00	\$0.00
8. Sitework:	\$0.00	\$3,020,225.00	\$2,437,162.00
9. Offsite Fresh Water	\$0.00	\$303,048.00	\$303,048.00
10. Offsite Road Improvements	\$0.00	\$252,467.00	\$252,467.00
TOTAL:	\$20,500,000.00	\$6,525,740.00	\$3,442,677.00
Total Cost of Project: \$27,025,740.00			
Total Reimbursable Costs: \$3,442,677.00			

**BRODY CORNERS
TAX INCREMENT FINANCING PLAN**

EXHIBIT 7

BASE PROPERTY DATA WORKSHEETS

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
BASE PROPERTY DATA WORKSHEETS**

Base Property Data

Parcel	Tax Parcel	Owner	Address	Acres
1	1701100099	West Sunshine Development, LLC	5505 West Sunshine, Springfield, MO	23
2	1701100097	West Sunshine Development, LLC	5505 West Sunshine, Springfield, MO	3

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
BASE PROPERTY DATA WORKSHEETS**

Base Property Data

Parcel	ESTIMATED ACTUAL VALUE			ASSESSED VALUE		
	Land	Improvements	Total	Land	Improvements	Total
1	\$611,800	\$2,000	\$613,800	\$195,780	\$380	\$196,160
2	\$126,800		\$126,800	\$40,580		\$40,580
Totals	\$738,600		\$740,600	\$236,368		\$236,740

EXHIBIT 8

PROJECTION OF TIF REVENUES

**BRODY CORNERS
TAX INCREMENT FINANCING PLAN**

BRODY CORNERS TAX INCREMENT FINANCING PLAN

TIF REVENUE PROJECTIONS

PAGE 1 OF 6

TAX ASSUMPTIONS

Real Property Assumptions

Assessment Ratios

Commercial	32%
Residential	19%
Agricultural	12%

Bi-annual Growth/Inflation Rate 1.00%

Personal Property Assumptions

Assessment Ratio	33%
Base Market Value	\$0

Annual Growth & Inflation Rate: 1%
110% replacement value, 7 year replacement life

Real Property Levy Rates Subject to TIF

Taxing District	Rate	Captured Rate	% of Total
Republic R-3 School District	4.1546%	4.1546%	75.3%
Library	0.2434%	0.2434%	4.4%
City of Springfield	0.6196%	0.6196%	11.2%
OTC College	0.1996%	0.1996%	3.6%
County Road	0.1248%	0.1248%	2.3%
County General Revenue	0.1248%	0.1248%	2.3%
County Senior Citizens' Services	0.0493%	0.0493%	0.9%
Totals	5.5157%	5.5157%	100%

Real Property Levy Rates Not Subject to TIF

Mo Blind Pension	0.0300%
Replacement Tax	1.0400%
Dev Disability Tax	0.0467%
Total of All Tax Levies	6.6324%

Sales Projection Assumptions

Period	Year	Open	Growth
Year 1	2023	25%	0.0%
Year 2	2024	50%	0.0%
Year 3	2025	50%	0.0%
Year 4	2026	75%	0.0%
Year 5	2027	100%	0.0%

Assumed Reimbursement Interest Rate

6.00%

Personal Property Rates (not subject to TIF)

Taxing District	Rate	% of Total
Republic R-3 School District	4.1546%	74.3%
Library	0.2434%	4.4%
City of Springfield	0.6196%	11.1%
OTC College	0.1996%	3.6%
County Road	0.1248%	2.2%
County General Revenue	0.1248%	2.2%
County Senior Citizens' Services	0.0493%	0.9%
County Dev. Disability Programs	0.0467%	0.8%
MO Blind Pension	0.0300%	0.5%
Total	5.5924%	100.0%

Sales Taxes Subject to TIF

Taxing District	Rate	Captured Rate
City – General	1.000%	0.500%
City – Transportation	0.125%	0.0625%
City - Capital Improvements	0.250%	0.125%
City – Pension Sales Tax	0.750%	0.375%
Proposed Community Improvement District	1.000%	0.500%
County Parks	0.250%	0.125%
County Law Enforcement	0.375%	0.188%
County 911	0.125%	0.063%
County General Revenue	1.000%	0.500%
Rate Subject to TIF	4.875%	2.438%

Notes:

- TIF does not capture Blind Pension Tax, taxes Imposed for development disability or Merchants And Manufacturers Replacement Tax.
- The City of Springfield's Temporary General Revenue Levy, which is included in the Real Estate Levy Rates for City of Springfield, above, (\$0.2665/\$100), expires in 2025.
- The City Pension Sales Tax terminates on 3/31/2025
- After Year 5, the growth in the Sales Projection Assumptions is 1% per year.

BRODY CORNERS TAX INCREMENT FINANCING
PLAN DEVELOPMENT ASSUMPTIONS WORKSHEET

PAGE 2 OF 6

Base Assessed Valuations (2021 County Data)

<u>Parcel</u>	<u>Appraised Value</u>	<u>Assessed Value</u>
1701200099	\$613,800	\$196,160
1701100097	\$126,800	\$40,580

Estimated Post Construction Assessed Valuations

<u>Land Use</u>	<u>Market Value</u>	<u>Assessed Value</u>
Commercial Mixed-use	\$20,500,000	\$6,560,000

Sales Projections

<u>Land Use</u>	<u>Total Annual Sales</u>
Commercial Mixed-use	\$10,000,000

Personal Property Assumption

<u>Land Use</u>	<u>Personal Prop Value</u>
Commercial Mixed-use	\$500,000

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
TIF REVENUE PROJECTIONS
PAGE 3 OF 6
REAL PROPERTY VALUES**

Year	Base		After Redevelopment		
	Market Value	Assessed Value	Market Value	Assessed Value	Incremental Increase in Assessed Value
1	\$740,600	\$236,740	\$5,125,000	\$1,640,000	\$1,403,260
2	\$740,600	\$236,740	\$10,250,000	\$3,280,000	\$3,043,260
3	\$740,600	\$236,740	\$15,375,000	\$4,920,000	\$4,683,260
4	\$740,600	\$236,740	\$20,500,000	\$6,560,000	\$6,323,260
5	\$740,600	\$236,740	\$20,500,000	\$6,560,000	\$6,323,260
6	\$740,600	\$236,740	\$20,705,000	\$6,625,600	\$6,388,860
7	\$740,600	\$236,740	\$20,705,000	\$6,625,600	\$6,388,860
8	\$740,600	\$236,740	\$20,912,050	\$6,691,856	\$6,455,116
9	\$740,600	\$236,740	\$20,912,050	\$6,691,856	\$6,455,116
10	\$740,600	\$236,740	\$21,121,171	\$6,758,775	\$6,522,035
11	\$740,600	\$236,740	\$21,121,171	\$6,758,775	\$6,522,035
12	\$740,600	\$236,740	\$21,332,382	\$6,826,362	\$6,589,622
13	\$740,600	\$236,740	\$21,332,382	\$6,826,362	\$6,589,622
14	\$740,600	\$236,740	\$21,545,706	\$6,894,626	\$6,657,886
15	\$740,600	\$236,740	\$21,545,706	\$6,894,626	\$6,657,886
16	\$740,600	\$236,740	\$21,761,163	\$6,963,572	\$6,726,832
17	\$740,600	\$236,740	\$21,761,163	\$6,963,572	\$6,726,832
18	\$740,600	\$236,740	\$21,978,775	\$7,033,208	\$6,796,468
19	\$740,600	\$236,740	\$21,978,775	\$7,033,208	\$6,796,468
20	\$740,600	\$236,740	\$22,198,562	\$7,103,540	\$6,866,800
21	\$740,600	\$236,740	\$22,198,562	\$7,103,540	\$6,866,800
22	\$740,600	\$236,740	\$22,420,548	\$7,174,575	\$6,937,835
23	\$740,600	\$236,740	\$22,420,548	\$7,174,575	\$6,937,835

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
TIF REVENUE PROJECTIONS
PAGE 4 OF 6
PILOTS PROJECTION**

Year	Base Real Property Taxes	Real Property Taxes After Redevelopment	PILOTS	PILOTS Surplus	Net PILOTS
1	\$13,058	\$90,457	\$77,400	\$19,350	\$58,050
2	\$13,058	\$180,915	\$167,857	\$41,964	\$125,893
3	\$13,058	\$271,372	\$258,315	\$64,579	\$193,736
4	\$12,427	\$344,348	\$331,921	\$82,980	\$248,940
5	\$12,427	\$344,348	\$331,921	\$82,980	\$248,940
6	\$12,427	\$347,791	\$335,364	\$83,841	\$251,523
7	\$12,427	\$347,791	\$335,364	\$83,841	\$251,523
8	\$12,427	\$351,269	\$338,842	\$84,710	\$254,131
9	\$12,427	\$351,269	\$338,842	\$84,710	\$254,131
10	\$12,427	\$354,782	\$342,355	\$85,589	\$256,766
11	\$12,427	\$354,782	\$342,355	\$85,589	\$256,766
12	\$12,427	\$358,329	\$345,902	\$86,476	\$259,427
13	\$12,427	\$358,329	\$345,902	\$86,476	\$259,427
14	\$12,427	\$361,913	\$349,486	\$87,371	\$262,114
15	\$12,427	\$361,913	\$349,486	\$87,371	\$262,114
16	\$12,427	\$365,532	\$353,105	\$88,276	\$264,829
17	\$12,427	\$365,532	\$353,105	\$88,276	\$264,829
18	\$12,427	\$369,187	\$356,760	\$89,190	\$267,570
19	\$12,427	\$369,187	\$356,760	\$89,190	\$267,570
20	\$12,427	\$372,879	\$360,452	\$90,113	\$270,339
21	\$12,427	\$372,879	\$360,452	\$90,113	\$270,339
22	\$12,427	\$376,608	\$364,181	\$91,045	\$273,136
23	\$12,427	\$376,608	\$364,181	\$91,045	\$273,136
TOTAL	\$287,713	\$7,748,019	\$7,460,306	\$1,865,077	\$5,595,230

Notes: Does not include Blind Pension, Development Disability or Replacement Tax

BRODY CORNERS TAX INCREMENT FINANCING PLAN TIF
REVENUE PROJECTIONS
PAGE 5 OF 6
EATS PROJECTIONS

Year	Sales Projected Redevelopment Taxable Sales	Projected Incremental Sales Taxes				EATs		
		City Incremental Sales Tax	County Incremental Sales Tax	CID Incremental Sales Tax	Total Incremental Sales Tax	EATs from City	EATs from County	Total EATs
1	\$2,500,000	\$51,531	\$42,438	\$24,250	\$118,219	\$25,766	\$21,219	\$46,984
2	\$5,000,000	\$103,063	\$84,875	\$48,500	\$236,438	\$51,531	\$42,438	\$93,969
3	\$5,000,000	\$103,063	\$84,875	\$48,500	\$236,438	\$51,531	\$42,438	\$93,969
4	\$7,500,000	\$100,031	\$127,313	\$72,750	\$300,094	\$50,016	\$63,656	\$113,672
5	\$10,000,000	\$133,375	\$169,750	\$97,000	\$400,125	\$66,688	\$84,875	\$151,563
6	\$10,100,000	\$134,709	\$171,448	\$97,970	\$404,126	\$67,354	\$85,724	\$153,078
7	\$10,201,000	\$136,056	\$173,162	\$98,950	\$408,168	\$68,028	\$86,581	\$154,609
8	\$10,303,010	\$137,416	\$174,894	\$99,939	\$412,249	\$68,708	\$87,447	\$156,155
9	\$10,406,040	\$138,791	\$176,643	\$100,939	\$416,372	\$69,395	\$88,321	\$157,717
10	\$10,510,101	\$140,178	\$178,409	\$101,948	\$420,535	\$70,089	\$89,204	\$159,294
11	\$10,615,202	\$141,580	\$180,193	\$102,967	\$424,741	\$70,790	\$90,097	\$160,887
12	\$10,721,354	\$142,996	\$181,995	\$103,997	\$428,988	\$71,498	\$90,997	\$162,496
13	\$10,828,567	\$144,426	\$183,815	\$105,037	\$433,278	\$72,213	\$91,907	\$164,120
14	\$10,936,853	\$145,870	\$185,653	\$106,087	\$437,611	\$72,935	\$92,827	\$165,762
15	\$11,046,221	\$147,329	\$187,510	\$107,148	\$441,987	\$73,664	\$93,755	\$167,419
16	\$11,156,683	\$148,802	\$189,385	\$108,220	\$446,407	\$74,401	\$94,692	\$169,093
17	\$11,268,250	\$150,290	\$191,279	\$109,302	\$450,871	\$75,145	\$95,639	\$170,784
18	\$11,380,933	\$151,793	\$193,191	\$110,395	\$455,380	\$75,897	\$96,596	\$172,492
19	\$11,494,742	\$153,311	\$195,123	\$111,499	\$459,933	\$76,656	\$97,562	\$174,217
20	\$11,609,690	\$154,844	\$197,074	\$112,614	\$464,533	\$77,422	\$98,537	\$175,959
21	\$11,725,786	\$156,393	\$199,045	\$113,740	\$469,178	\$78,196	\$99,523	\$177,719
22	\$11,843,044	\$157,957	\$201,036	\$114,878	\$473,870	\$78,978	\$100,518	\$179,496
23	\$11,961,475	\$159,536	\$203,046	\$116,026	\$478,609	\$79,768	\$101,523	\$181,291
Total	\$228,108,950	\$3,133,341	\$3,872,149	\$2,212,657	\$9,218,147	\$1,566,670	\$1,936,075	\$3,502,745

Notes:

All sales tax estimates are net of the State of Missouri's 1% administration fee and 2% early pay discount

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
TIF REVENUE PROJECTIONS**

PAGE 6 OF 6

PROJECTION OF TOTAL TIF REVENUE

<u>Year</u>	<u>Net PILOTS*</u>	<u>EATS</u>	<u>CID</u>	<u>Total TIF Revenue</u>	<u>Total TIF & CID Revenue</u>
1	\$58,050	\$46,984	\$24,250	\$105,034	\$129,284
2	\$125,893	\$93,969	\$48,500	\$219,862	\$268,362
3	\$193,736	\$93,969	\$48,500	\$287,705	\$336,205
4	\$248,940	\$113,672	\$72,750	\$362,612	\$435,362
5	\$248,940	\$151,563	\$97,000	\$400,503	\$497,503
6	\$251,523	\$153,078	\$97,970	\$404,601	\$502,571
7	\$251,523	\$154,609	\$98,950	\$406,132	\$505,082
8	\$254,131	\$156,155	\$99,939	\$410,286	\$510,226
9	\$254,131	\$157,717	\$100,939	\$411,848	\$512,787
10	\$256,766	\$159,294	\$101,948	\$416,060	\$518,008
11	\$256,766	\$160,887	\$102,967	\$417,653	\$520,620
12	\$259,427	\$162,496	\$103,997	\$421,922	\$525,919
13	\$259,427	\$164,120	\$105,037	\$423,547	\$528,584
14	\$262,114	\$165,762	\$106,087	\$427,876	\$533,963
15	\$262,114	\$167,419	\$107,148	\$429,534	\$536,682
16	\$264,829	\$169,093	\$108,220	\$433,922	\$542,142
17	\$264,829	\$170,784	\$109,302	\$435,613	\$544,915
18	\$267,570	\$172,492	\$110,395	\$440,062	\$550,457
19	\$267,570	\$174,217	\$111,499	\$441,787	\$553,286
20	\$270,339	\$175,959	\$112,614	\$446,298	\$558,912
21	\$270,339	\$177,719	\$113,740	\$448,058	\$561,798
22	\$273,136	\$179,496	\$114,878	\$452,632	\$567,509
23	\$273,136	\$181,291	\$116,026	\$454,427	\$570,453
TOTAL	\$5,595,230	\$3,502,745	\$2,212,657	\$9,097,975	\$11,310,631

* 75% of PILOTS collected will be available for payment of Reimbursable Costs. 25% will be distributed to taxing districts as surplus

EXHIBIT 9
AMORTIZATION SCHEDULES

BRODY CORNERS
TAX INCREMENT FINANCING PLAN

BRODY CORNERS TAX INCREMENT FINANCING PLAN
PAGE 1 OF 3
TIF REIMBURSEMENT AMORTIZATION

<u>100% Scenario</u>				
<u>Assuming Projected Revenue at 100%</u>				
Year	TIF Reimbursable Cost Balance Before Payment from TIF/CID Revenue	6% Interest on Balance During the Year	Payment from TIF/CID Revenue*	Year End Reimbursable Cost Balance
1	\$3,442,677	\$206,561	\$122,820	\$3,526,418
2	\$3,526,418	\$211,585	\$254,943	\$3,483,059
3	\$3,483,059	\$208,984	\$319,394	\$3,372,648
4	\$3,372,648	\$202,359	\$413,594	\$3,161,413
5	\$3,161,413	\$189,685	\$472,628	\$2,878,470
6	\$2,878,470	\$172,708	\$477,443	\$2,573,736
7	\$2,573,736	\$154,424	\$479,828	\$2,248,332
8	\$2,248,332	\$134,900	\$484,714	\$1,898,518
9	\$1,898,518	\$113,911	\$487,147	\$1,525,282
10	\$1,525,282	\$91,517	\$492,107	\$1,124,691
11	\$1,124,691	\$67,481	\$494,589	\$697,584
12	\$697,584	\$41,855	\$499,624	\$239,815
13	\$239,815	\$14,389	\$502,155	\$0
14				
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22				
23				

*5.0% of gross revenues assumed to be held back as collection and administrative fees by City, County and Department of Revenue.

BRODY CORNERS TAX INCREMENT FINANCING PLAN
PAGE 2 OF 3
TIF REIMBURSEMENT AMORTIZATION

<u>85% Scenario</u>				
<u>Assuming Projected Revenue at 85%</u>				
Year	TIF Reimbursable Cost Balance Before Payment from TIF/CID Revenue	6% Interest on Balance During the Year	Payment from TIF/CID Revenue*	Year End Reimbursable Cost Balance
1	\$3,442,677	\$206,561	\$104,397	\$3,544,841
2	\$3,544,841	\$212,690	\$216,702	\$3,540,829
3	\$3,540,829	\$212,450	\$271,485	\$3,481,794
4	\$3,481,794	\$208,908	\$351,555	\$3,339,146
5	\$3,339,146	\$200,349	\$401,734	\$3,137,761
6	\$3,137,761	\$188,266	\$405,826	\$2,920,201
7	\$2,920,201	\$175,212	\$407,853	\$2,687,560
8	\$2,687,560	\$161,254	\$412,007	\$2,436,806
9	\$2,436,806	\$146,208	\$414,075	\$2,168,939
10	\$2,168,939	\$130,136	\$418,291	\$1,880,784
11	\$1,880,784	\$112,847	\$420,401	\$1,573,231
12	\$1,573,231	\$94,394	\$424,680	\$1,242,944
13	\$1,242,944	\$74,577	\$426,832	\$890,689
14	\$890,689	\$53,441	\$431,175	\$512,955
15	\$512,955	\$30,777	\$433,371	\$110,362
16	\$110,362	\$6,622	\$437,780	\$0
17				
18				
19				
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21				
22				
23				

*5.0% of gross revenues assumed to be held back as collection and administrative fees by City, County and Department of Revenue.

BRODY CORNERS TAX INCREMENT FINANCING PLAN
PAGE 3 OF 3
TIF REIMBURSEMENT AMORTIZATION

<u>75% Scenario</u>				
<u>Assuming Projected Revenue at 75%</u>				
Year	TIF Reimbursable Cost Balance Before Payment from TIF/CID Revenue	6% Interest on Balance During the Year	Payment from TIF/CID Revenue*	Year End Reimbursable Cost Balance
1	\$3,442,677	\$206,561	\$92,115	\$3,557,123
2	\$3,557,123	\$213,427	\$191,208	\$3,579,342
3	\$3,579,342	\$214,761	\$239,546	\$3,554,557
4	\$3,554,557	\$213,273	\$310,196	\$3,457,635
5	\$3,457,635	\$207,458	\$354,471	\$3,310,622
6	\$3,310,622	\$198,637	\$358,082	\$3,151,178
7	\$3,151,178	\$189,071	\$359,871	\$2,980,378
8	\$2,980,378	\$178,823	\$363,536	\$2,795,664
9	\$2,795,664	\$167,740	\$365,360	\$2,598,044
10	\$2,598,044	\$155,883	\$369,080	\$2,384,846
11	\$2,384,846	\$143,091	\$370,942	\$2,156,995
12	\$2,156,995	\$129,420	\$374,718	\$1,911,697
13	\$1,911,697	\$114,702	\$376,616	\$1,649,783
14	\$1,649,783	\$98,987	\$380,449	\$1,368,321
15	\$1,368,321	\$82,099	\$382,386	\$1,068,034
16	\$1,068,034	\$64,082	\$386,276	\$745,840
17	\$745,840	\$44,750	\$388,252	\$402,338
18	\$402,338	\$24,140	\$392,201	\$34,277
19	\$34,277	\$2,057	\$394,217	\$0
20				
21				
22				
23				

*5.0% of gross revenues assumed to be held back as collection and administrative fees by City, County and Department of Revenue.

EXHIBIT 10

**PROJECTION OF INCREMENTAL
NON-TIF REVENUES**

**BRODY CORNERS
TAX INCREMENT FINANCING PLAN**

BRODY CORNERS TAX INCREMENT FINANCING PLAN

PROJECTION OF INCREMENTAL NON-TIF REVENUE

Year	Projected Real Property Taxes					Projected Incremental Sales Taxes			Projected Personal Property Taxes		Total Non-TIF Revenue*
	All Taxing Districts (Base)	Replacement	Blind Pension	Development Disability	Total	City	County	Total	Redevelopment Assessed Value	Redevelopment Taxes	
1	\$13,058	\$5,670	\$492	\$766	\$22,516	\$25,766	\$21,219	\$46,984	\$160,000	\$8,948	\$78,448
2	\$13,058	\$11,340	\$984	\$1,532	\$31,974	\$51,531	\$42,438	\$93,969	\$160,000	\$8,948	\$134,890
3	\$13,058	\$17,010	\$1,476	\$2,298	\$41,432	\$51,531	\$42,438	\$93,969	\$160,000	\$8,948	\$144,348
4	\$12,427	\$22,680	\$1,968	\$3,064	\$50,258	\$50,016	\$63,656	\$113,672	\$160,000	\$8,948	\$172,878
5	\$12,427	\$22,680	\$1,968	\$3,064	\$50,258	\$66,688	\$84,875	\$151,563	\$160,000	\$8,948	\$210,769
6	\$12,427	\$22,907	\$1,988	\$3,094	\$50,637	\$67,354	\$85,724	\$153,078	\$160,000	\$8,948	\$212,663
7	\$12,427	\$22,907	\$1,988	\$3,094	\$50,637	\$68,028	\$86,581	\$154,609	\$160,000	\$8,948	\$214,194
8	\$12,427	\$23,136	\$2,008	\$3,125	\$51,019	\$68,708	\$87,447	\$156,155	\$160,000	\$8,948	\$216,122
9	\$12,427	\$23,136	\$2,008	\$3,125	\$51,019	\$69,395	\$88,321	\$157,717	\$160,000	\$8,948	\$217,683
10	\$12,427	\$23,368	\$2,028	\$3,156	\$51,405	\$70,089	\$89,204	\$159,294	\$160,000	\$8,948	\$219,646
11	\$12,427	\$23,368	\$2,028	\$3,156	\$51,405	\$70,790	\$90,097	\$160,887	\$160,000	\$8,948	\$221,239
12	\$12,427	\$23,601	\$2,048	\$3,188	\$51,795	\$71,498	\$90,997	\$162,496	\$160,000	\$8,948	\$223,238
13	\$12,427	\$23,601	\$2,048	\$3,188	\$51,795	\$72,213	\$91,907	\$164,120	\$160,000	\$8,948	\$224,863
14	\$12,427	\$23,837	\$2,068	\$3,220	\$52,188	\$72,935	\$92,827	\$165,762	\$160,000	\$8,948	\$226,898
15	\$12,427	\$23,837	\$2,068	\$3,220	\$52,188	\$73,664	\$93,755	\$167,419	\$160,000	\$8,948	\$228,555
16	\$12,427	\$24,076	\$2,089	\$3,252	\$52,586	\$74,401	\$94,692	\$169,093	\$160,000	\$8,948	\$230,627
17	\$12,427	\$24,076	\$2,089	\$3,252	\$52,586	\$75,145	\$95,639	\$170,784	\$160,000	\$8,948	\$232,318
18	\$12,427	\$24,316	\$2,110	\$3,285	\$52,987	\$75,897	\$96,596	\$172,492	\$160,000	\$8,948	\$234,428
19	\$12,427	\$24,316	\$2,110	\$3,285	\$52,987	\$76,656	\$97,562	\$174,217	\$160,000	\$8,948	\$236,152
20	\$12,427	\$24,560	\$2,131	\$3,317	\$53,393	\$77,422	\$98,537	\$175,959	\$160,000	\$8,948	\$238,300
21	\$12,427	\$24,560	\$2,131	\$3,317	\$53,393	\$78,196	\$99,523	\$177,719	\$160,000	\$8,948	\$240,060
22	\$12,427	\$24,805	\$2,152	\$3,351	\$53,803	\$78,978	\$100,518	\$179,496	\$160,000	\$8,948	\$242,247
23	\$12,427	\$24,805	\$2,152	\$3,351	\$53,803	\$79,768	\$101,523	\$181,291	\$160,000	\$8,948	\$244,042
TOTALS	\$287,713	\$508,595	\$44,131	\$68,698	\$1,136,063	\$1,566,670	\$1,936,075	\$3,502,745	\$3,680,000	\$205,800	\$4,844,608

* Shows the increase in the non-captured portion of real property, sales and personal property tax revenue during the life of the TIF plan

EXHIBIT 11

COST-BENEFIT ANALYSIS

BRODY CORNERS
TAX INCREMENT FINANCING PLAN

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS

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ALL TAXING DISTRICTS

Year	Projected Taxes with Redevelopment						Projected Taxes without Redevelopment				<u>Amounts Captured by TIF</u>
	Sales Tax	CID Sales Tax	Real Property Tax	PILOT Surplus	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$46,984	\$24,250	\$13,058	\$19,350	\$8,948	\$112,590	\$0	\$13,058	\$0	\$13,058	\$105,034
2	\$93,969	\$48,500	\$13,058	\$41,964	\$8,948	\$206,439	\$0	\$13,058	\$0	\$13,058	\$219,862
3	\$93,969	\$48,500	\$13,058	\$64,579	\$8,948	\$229,053	\$0	\$13,058	\$0	\$13,058	\$287,705
4	\$113,672	\$72,750	\$12,427	\$82,980	\$8,948	\$290,777	\$0	\$12,427	\$0	\$12,427	\$362,612
5	\$151,563	\$97,000	\$12,427	\$82,980	\$8,948	\$352,917	\$0	\$12,427	\$0	\$12,427	\$400,503
6	\$153,078	\$97,970	\$12,427	\$83,841	\$8,948	\$356,264	\$0	\$12,427	\$0	\$12,427	\$404,601
7	\$154,609	\$98,950	\$12,427	\$83,841	\$8,948	\$358,774	\$0	\$12,427	\$0	\$12,427	\$406,132
8	\$156,155	\$99,939	\$12,427	\$84,710	\$8,948	\$362,179	\$0	\$12,427	\$0	\$12,427	\$410,286
9	\$157,717	\$100,939	\$12,427	\$84,710	\$8,948	\$364,740	\$0	\$12,427	\$0	\$12,427	\$411,848
10	\$159,294	\$101,948	\$12,427	\$85,589	\$8,948	\$368,205	\$0	\$12,427	\$0	\$12,427	\$416,060
11	\$160,887	\$102,967	\$12,427	\$85,589	\$8,948	\$370,818	\$0	\$12,427	\$0	\$12,427	\$417,653
12	\$162,496	\$103,997	\$12,427	\$86,476	\$8,948	\$374,343	\$0	\$12,427	\$0	\$12,427	\$421,922
13	\$164,120	\$105,037	\$12,427	\$86,476	\$8,948	\$377,008	\$0	\$12,427	\$0	\$12,427	\$423,547
14	\$165,762	\$106,087	\$12,427	\$87,371	\$8,948	\$380,595	\$0	\$12,427	\$0	\$12,427	\$427,876
15	\$167,419	\$107,148	\$12,427	\$87,371	\$8,948	\$383,314	\$0	\$12,427	\$0	\$12,427	\$429,534
16	\$169,093	\$108,220	\$12,427	\$88,276	\$8,948	\$386,964	\$0	\$12,427	\$0	\$12,427	\$433,922
17	\$170,784	\$109,302	\$12,427	\$88,276	\$8,948	\$389,737	\$0	\$12,427	\$0	\$12,427	\$435,613
18	\$172,492	\$110,395	\$12,427	\$89,190	\$8,948	\$393,452	\$0	\$12,427	\$0	\$12,427	\$440,062
19	\$174,217	\$111,499	\$12,427	\$89,190	\$8,948	\$396,281	\$0	\$12,427	\$0	\$12,427	\$441,787
20	\$175,959	\$112,614	\$12,427	\$90,113	\$8,948	\$400,061	\$0	\$12,427	\$0	\$12,427	\$446,298
21	\$177,719	\$113,740	\$12,427	\$90,113	\$8,948	\$402,947	\$0	\$12,427	\$0	\$12,427	\$448,058
22	\$179,496	\$114,878	\$12,427	\$91,045	\$8,948	\$406,794	\$0	\$12,427	\$0	\$12,427	\$452,632
23	\$181,291	\$116,026	\$12,427	\$91,045	\$8,948	\$409,737	\$0	\$12,427	\$0	\$12,427	\$454,427
TOTAL	\$3,502,745	\$2,212,657	\$287,713	\$1,865,077	\$205,800	\$8,073,991	\$0	\$287,713	\$0	\$287,713	\$9,097,975

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS Surplus</u>	<u>Total</u>	<u>Amounts Captured by TIF</u>
Net Tax Benefit	\$3,502,745	\$205,800	\$1,865,077	\$5,573,622	\$9,097,975

Note: See Projection of Incremental Non-TIF Revenue spreadsheet for Blind Pension, Development Disability and Replacement taxes, which are not subject to TIF.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
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City of Springfield

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	<u>Sales Tax</u>	<u>Base Taxes</u>	<u>PILOTS SURPLUS</u>	<u>Personal Property Tax</u>	<u>Total</u>	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	
1	\$25,766	\$1,467	\$367	\$1,033	\$28,632	\$0	\$1,467	\$0	\$1,467	\$32,287
2	\$51,531	\$1,467	\$367	\$1,033	\$54,397	\$0	\$1,467	\$0	\$1,467	\$65,673
3	\$51,531	\$1,467	\$367	\$1,033	\$54,397	\$0	\$1,467	\$0	\$1,467	\$73,294
4	\$50,016	\$836	\$209	\$1,033	\$52,251	\$0	\$836	\$0	\$836	\$66,761
5	\$66,688	\$836	\$209	\$1,033	\$68,765	\$0	\$836	\$0	\$836	\$83,433
6	\$67,354	\$836	\$209	\$1,033	\$69,432	\$0	\$836	\$0	\$836	\$84,274
7	\$68,028	\$836	\$209	\$1,033	\$70,105	\$0	\$836	\$0	\$836	\$84,947
8	\$68,708	\$836	\$209	\$1,033	\$70,786	\$0	\$836	\$0	\$836	\$85,803
9	\$69,395	\$836	\$209	\$1,033	\$71,473	\$0	\$836	\$0	\$836	\$86,490
10	\$70,089	\$836	\$209	\$1,033	\$72,167	\$0	\$836	\$0	\$836	\$87,361
11	\$70,790	\$836	\$209	\$1,033	\$72,868	\$0	\$836	\$0	\$836	\$88,062
12	\$71,498	\$836	\$209	\$1,033	\$73,576	\$0	\$836	\$0	\$836	\$88,949
13	\$72,213	\$836	\$209	\$1,033	\$74,291	\$0	\$836	\$0	\$836	\$89,664
14	\$72,935	\$836	\$209	\$1,033	\$75,013	\$0	\$836	\$0	\$836	\$90,567
15	\$73,664	\$836	\$209	\$1,033	\$75,742	\$0	\$836	\$0	\$836	\$91,296
16	\$74,401	\$836	\$209	\$1,033	\$76,479	\$0	\$836	\$0	\$836	\$92,215
17	\$75,145	\$836	\$209	\$1,033	\$77,223	\$0	\$836	\$0	\$836	\$92,959
18	\$75,897	\$836	\$209	\$1,033	\$77,974	\$0	\$836	\$0	\$836	\$93,895
19	\$76,656	\$836	\$209	\$1,033	\$78,733	\$0	\$836	\$0	\$836	\$94,654
20	\$77,422	\$836	\$209	\$1,033	\$79,500	\$0	\$836	\$0	\$836	\$95,607
21	\$78,196	\$836	\$209	\$1,033	\$80,274	\$0	\$836	\$0	\$836	\$96,381
22	\$78,978	\$836	\$209	\$1,033	\$81,056	\$0	\$836	\$0	\$836	\$97,351
23	\$79,768	\$836	\$209	\$1,033	\$81,846	\$0	\$836	\$0	\$836	\$98,141
TOTAL	\$1,566,670	\$21,119	\$5,280	\$23,751	\$1,616,978	\$0	\$21,119	\$0	\$21,119	\$1,960,067

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS SURPLUS</u>	<u>Total</u>
Total Tax Benefit	\$1,566,670	\$23,751	\$5,280	\$1,595,701

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS

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**REPUBLIC R-III SCHOOL
DISTRICT**

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	Sales Tax	Base Taxes	PILOTS SURPLUS	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$43,725
2	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$94,826
3	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$145,928
4	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$197,030
5	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$197,030
6	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$199,074
7	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$199,074
8	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$201,138
9	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$201,138
10	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$203,223
11	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$203,223
12	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$205,329
13	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$205,329
14	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$207,456
15	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$207,456
16	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$209,605
17	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$209,605
18	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$211,775
19	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$211,775
20	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$213,966
21	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$213,966
22	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$216,179
23	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$216,179
TOTAL	\$0	\$226,219	\$56,555	\$159,244	\$442,017	\$0	\$226,219	\$0	\$226,219	\$4,414,030

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS Surplus</u>	<u>Total</u>
Net Tax Benefit	\$0	\$159,244	\$56,555	\$215,798

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS

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GREENE COUNTY*

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	Sales Tax	Base Taxes	PILOTS SURPLUS	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$21,219	\$708	\$177	\$208	\$22,311	\$0	\$708	\$0	\$708	\$24,365
2	\$42,438	\$708	\$177	\$208	\$43,530	\$0	\$708	\$0	\$708	\$49,260
3	\$42,438	\$708	\$177	\$208	\$43,530	\$0	\$708	\$0	\$708	\$52,936
4	\$63,656	\$708	\$177	\$208	\$64,749	\$0	\$708	\$0	\$708	\$77,831
5	\$84,875	\$708	\$177	\$208	\$85,967	\$0	\$708	\$0	\$708	\$99,050
6	\$85,724	\$708	\$177	\$208	\$86,816	\$0	\$708	\$0	\$708	\$100,046
7	\$86,581	\$708	\$177	\$208	\$87,673	\$0	\$708	\$0	\$708	\$100,903
8	\$87,447	\$708	\$177	\$208	\$88,539	\$0	\$708	\$0	\$708	\$101,918
9	\$88,321	\$708	\$177	\$208	\$89,414	\$0	\$708	\$0	\$708	\$102,792
10	\$89,204	\$708	\$177	\$208	\$90,297	\$0	\$708	\$0	\$708	\$103,825
11	\$90,097	\$708	\$177	\$208	\$91,189	\$0	\$708	\$0	\$708	\$104,717
12	\$90,997	\$708	\$177	\$208	\$92,090	\$0	\$708	\$0	\$708	\$105,770
13	\$91,907	\$708	\$177	\$208	\$93,000	\$0	\$708	\$0	\$708	\$106,680
14	\$92,827	\$708	\$177	\$208	\$93,919	\$0	\$708	\$0	\$708	\$107,752
15	\$93,755	\$708	\$177	\$208	\$94,847	\$0	\$708	\$0	\$708	\$108,680
16	\$94,692	\$708	\$177	\$208	\$95,785	\$0	\$708	\$0	\$708	\$109,772
17	\$95,639	\$708	\$177	\$208	\$96,732	\$0	\$708	\$0	\$708	\$110,719
18	\$96,596	\$708	\$177	\$208	\$97,688	\$0	\$708	\$0	\$708	\$111,832
19	\$97,562	\$708	\$177	\$208	\$98,654	\$0	\$708	\$0	\$708	\$112,798
20	\$98,537	\$708	\$177	\$208	\$99,630	\$0	\$708	\$0	\$708	\$113,931
21	\$99,523	\$708	\$177	\$208	\$100,615	\$0	\$708	\$0	\$708	\$114,916
22	\$100,518	\$708	\$177	\$208	\$101,610	\$0	\$708	\$0	\$708	\$116,071
23	\$101,523	\$708	\$177	\$208	\$102,616	\$0	\$708	\$0	\$708	\$117,076
TOTAL	\$1,936,075	\$16,275	\$4,069	\$4,784	\$1,961,202	\$0	\$16,275	\$0	\$16,275	\$2,253,639

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS SURPLUS</u>	<u>Total</u>
Net Tax Benefit	\$1,936,075	\$4,784	\$4,069	\$1,944,927

*Includes County General Revenue, County Senior Citizens' Services and County Road

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
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OTC COLLEGE

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	Sales Tax	Base Taxes	PILOTS SURPLUS	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$2,101
2	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$4,556
3	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$7,011
4	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,466
5	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,466
6	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,564
7	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,564
8	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,663
9	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,663
10	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,763
11	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,763
12	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,865
13	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,865
14	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,967
15	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,967
16	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,070
17	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,070
18	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,174
19	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,174
20	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,280
21	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,280
22	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,386
23	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,386
TOTAL	\$0	\$10,868	\$2,717	\$7,651	\$21,236	\$0	\$10,868	\$0	\$10,868	\$212,064

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS SURPLUS</u>	<u>Total</u>
Net Tax Benefit	\$0	\$7,651	\$2,717	\$10,368

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
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LIBRARY

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	Sales Tax	Base Taxes	PILOTS SURPLUS	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$2,562
2	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$5,555
3	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$8,549
4	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,543
5	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,543
6	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,663
7	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,663
8	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,784
9	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,784
10	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,906
11	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,906
12	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,029
13	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,029
14	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,154
15	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,154
16	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,280
17	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,280
18	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,407
19	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,407
20	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,535
21	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,535
22	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,665
23	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,665
TOTAL	\$0	\$13,253	\$3,313	\$9,329	\$25,896	\$0	\$13,253	\$0	\$13,253	\$258,599

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS SURPLUS</u>	<u>Total</u>
Net Tax Benefit	\$0	\$9,329	\$3,313	\$12,643

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
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BLIND PENSION

Year	<u>With Redevelopment</u>				<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	
1	\$0	\$492	\$50	\$542	\$0	\$71	\$0	\$71	\$0
2	\$0	\$984	\$50	\$1,034	\$0	\$71	\$0	\$71	\$0
3	\$0	\$1,476	\$50	\$1,526	\$0	\$71	\$0	\$71	\$0
4	\$0	\$1,968	\$50	\$2,018	\$0	\$71	\$0	\$71	\$0
5	\$0	\$1,968	\$50	\$2,018	\$0	\$71	\$0	\$71	\$0
6	\$0	\$1,988	\$50	\$2,038	\$0	\$71	\$0	\$71	\$0
7	\$0	\$1,988	\$50	\$2,038	\$0	\$71	\$0	\$71	\$0
8	\$0	\$2,008	\$50	\$2,058	\$0	\$71	\$0	\$71	\$0
9	\$0	\$2,008	\$50	\$2,058	\$0	\$71	\$0	\$71	\$0
10	\$0	\$2,028	\$50	\$2,078	\$0	\$71	\$0	\$71	\$0
11	\$0	\$2,028	\$50	\$2,078	\$0	\$71	\$0	\$71	\$0
12	\$0	\$2,048	\$50	\$2,098	\$0	\$71	\$0	\$71	\$0
13	\$0	\$2,048	\$50	\$2,098	\$0	\$71	\$0	\$71	\$0
14	\$0	\$2,068	\$50	\$2,118	\$0	\$71	\$0	\$71	\$0
15	\$0	\$2,068	\$50	\$2,118	\$0	\$71	\$0	\$71	\$0
16	\$0	\$2,089	\$50	\$2,139	\$0	\$71	\$0	\$71	\$0
17	\$0	\$2,089	\$50	\$2,139	\$0	\$71	\$0	\$71	\$0
18	\$0	\$2,110	\$50	\$2,160	\$0	\$71	\$0	\$71	\$0
19	\$0	\$2,110	\$50	\$2,160	\$0	\$71	\$0	\$71	\$0
20	\$0	\$2,131	\$50	\$2,181	\$0	\$71	\$0	\$71	\$0
21	\$0	\$2,131	\$50	\$2,181	\$0	\$71	\$0	\$71	\$0
22	\$0	\$2,152	\$50	\$2,202	\$0	\$71	\$0	\$71	\$0
23	\$0	\$2,152	\$50	\$2,202	\$0	\$71	\$0	\$71	\$0
TOTAL	\$0	\$44,131	\$1,150	\$45,281	\$0	\$1,634	\$0	\$1,634	\$0

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>
Net Tax Benefit	\$0	\$1,150	\$1,150

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
PAGE 8 OF 9

DEVELOPMENT DISABILITY

Year	<u>With Redevelopment</u>				<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	
1	\$0	\$766	\$78	\$844	\$0	\$111	\$0	\$111	\$0
2	\$0	\$1,532	\$78	\$1,610	\$0	\$111	\$0	\$111	\$0
3	\$0	\$2,298	\$78	\$2,375	\$0	\$111	\$0	\$111	\$0
4	\$0	\$3,064	\$78	\$3,141	\$0	\$111	\$0	\$111	\$0
5	\$0	\$3,064	\$78	\$3,141	\$0	\$111	\$0	\$111	\$0
6	\$0	\$3,094	\$78	\$3,172	\$0	\$111	\$0	\$111	\$0
7	\$0	\$3,094	\$78	\$3,172	\$0	\$111	\$0	\$111	\$0
8	\$0	\$3,125	\$78	\$3,203	\$0	\$111	\$0	\$111	\$0
9	\$0	\$3,125	\$78	\$3,203	\$0	\$111	\$0	\$111	\$0
10	\$0	\$3,156	\$78	\$3,234	\$0	\$111	\$0	\$111	\$0
11	\$0	\$3,156	\$78	\$3,234	\$0	\$111	\$0	\$111	\$0
12	\$0	\$3,188	\$78	\$3,266	\$0	\$111	\$0	\$111	\$0
13	\$0	\$3,188	\$78	\$3,266	\$0	\$111	\$0	\$111	\$0
14	\$0	\$3,220	\$78	\$3,298	\$0	\$111	\$0	\$111	\$0
15	\$0	\$3,220	\$78	\$3,298	\$0	\$111	\$0	\$111	\$0
16	\$0	\$3,252	\$78	\$3,330	\$0	\$111	\$0	\$111	\$0
17	\$0	\$3,252	\$78	\$3,330	\$0	\$111	\$0	\$111	\$0
18	\$0	\$3,285	\$78	\$3,362	\$0	\$111	\$0	\$111	\$0
19	\$0	\$3,285	\$78	\$3,362	\$0	\$111	\$0	\$111	\$0
20	\$0	\$3,317	\$78	\$3,395	\$0	\$111	\$0	\$111	\$0
21	\$0	\$3,317	\$78	\$3,395	\$0	\$111	\$0	\$111	\$0
22	\$0	\$3,351	\$78	\$3,428	\$0	\$111	\$0	\$111	\$0
23	\$0	\$3,351	\$78	\$3,428	\$0	\$111	\$0	\$111	\$0
TOTAL	\$0	\$68,698	\$1,790	\$70,488	\$0	\$2,553	\$0	\$2,553	\$0

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>
Net Tax Benefit	\$0	\$1,790	\$1,790

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
PAGE 9 OF 9

Surtax Not Captured by TIF

Year	<u>Total With Redevelopment</u>	<u>Total Without Redevelopment</u>
1	\$17,056	\$2,462
2	\$34,112	\$2,462
3	\$51,168	\$2,462
4	\$68,224	\$2,462
5	\$68,224	\$2,462
6	\$68,906	\$2,462
7	\$68,906	\$2,462
8	\$69,595	\$2,462
9	\$69,595	\$2,462
10	\$70,291	\$2,462
11	\$70,291	\$2,462
12	\$70,994	\$2,462
13	\$70,994	\$2,462
14	\$71,704	\$2,462
15	\$71,704	\$2,462
16	\$72,421	\$2,462
17	\$72,421	\$2,462
18	\$73,145	\$2,462
19	\$73,145	\$2,462
20	\$73,877	\$2,462
21	\$73,877	\$2,462
22	\$74,616	\$2,462
23	\$74,616	\$2,462
TOTAL	\$1,529,884	\$56,628

BRODY CORNERS TIF PLAN

EXHIBIT 12

EVIDENCE OF COMMITMENT TO FINANCE PROJECT COSTS



2655 S. Campbell Ave.
Springfield, MO 65807

July 24, 2021

RE: West Sunshine Development LLC

To Whom It May Concern:

Sullivan Bank has reviewed the proposed project on the property owned by West Sunshine Development, LLC commonly known as 5505 W Sunshine Street and it has approved and is prepared to loan the funds necessary for all construction costs of the project. The interest rate and term of such loan will be determined at the time of loan finalization.

If you have any additional questions or concerns, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Jeff Brown
Senior Vice President
Executive Regional Manager
MLO# 1024843
Sullivan Bank
Cell: 636-234-6741

BRODY CORNERS TIF PLAN

EXHIBIT 13 AFFIDAVIT

DEVELOPER'S AFFIDAVIT

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

I, Michael L. Seitz, being first duly sworn, state and depose upon oath as follows:

1. The Redevelopment Area consists of approximately 26 acres generally located on West Sunshine Street in Springfield, Greene County, Missouri. Regional access to the Redevelopment Area is via Interstate 44 to the Highway 60 Exit, South on Highway 60 to Sunshine Street. Local access is West Sunshine Street and commonly known as 5505 West Sunshine.

2. I am the sole member of West Sunshine Development, LLC, the Developer of the Redevelopment Project.

3. The Redevelopment Area has not been subject to growth and development by private enterprise. It is underdeveloped ground, which previously housed an abandoned mobile home park, has abandoned lagoons in need of closure, no access to West Sunshine Street and no source of fresh water.

4. The Redevelopment Area would not reasonably be anticipated to be developed without the adoption of the proposed tax increment financing plan, and community improvement district. Tax increment financing is necessary to make this project financially feasible.

5. A detailed description of the factors that qualify the Redevelopment Area as a Blighted Area is set out in the Blight Study which is attached to the Tax Increment Financing Plan as Exhibit 3. Based upon the Blight Study, the Redevelopment Area qualifies as Blighted Area as that term is defined by Section 99.805 R.S.Mo.

6. The conditions described and depicted in the Blight Study as evidence of blight exist as of the date of this affidavit.

7. As demonstrated in the attached calculations related to return on investment, the Redevelopment Project is financially feasible.

8. The Developer will provide a minimum of 15% cash equity investment in the Redevelopment Project. The funds will come from personal accounts or cash on hand of Michael L Seitz as the sole member of West Sunshine Development, LLC

The above statements represent true and accurate assessments to the best of my knowledge, information, and belief.

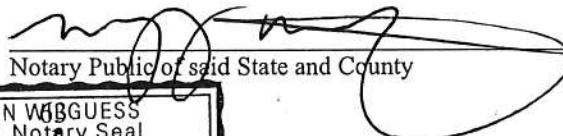
Further, affiant sayeth not.


By: Michael L. Seitz, sole Member of
West Sunshine Development, LLC

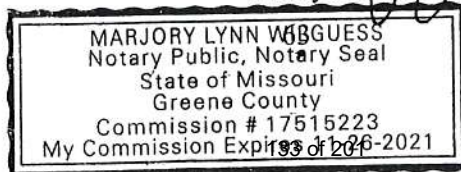
Subscribed and sworn to before me, a Notary Public, on this 10th day of September, 2021.

My Commission Expires:

11/26/21


Notary Public of said State and County

HB: 4812-7644-8227.11



Developer Costs	3,083,073
Reimbursable Project Costs	3,442,667
Total Redevelopment Project Costs	6,525,740

	0	1	2	3	4	5	6	YEAR 7	8	9	10	11	12	13	14	IRR
ROI W/O TIF (EXPENDITURES) AND REVENUES	(3,083,073)	(1,377,067)	(2,065,600)	820,579	820,579	820,579	820,579	820,579							(2,422,845)	-10.406%

	0	1	2	3	4	5	6	YEAR 7	8	9	10	11	12	13	14		
PROJECT (EXPENDITURES) AND REVENUES	(3,083,073)	(1,377,067)	(2,065,600)	820,579	820,579	820,579	820,579	820,579	-	-	-	-				(2,422,845)	2.647%
NET TIF (AND CID) REVENUES (Excluding interest on Reimbursables)*				253,761	278,011	278,011	302,261	326,511	327,481	328,461	329,450	330,450	331,459	332,479	24,332	3,442,667	
ROI WITH TIF (EXPENDITURES) AND REVENUES	(3,083,073)	(1,377,067)	(2,065,600)	1,074,340	1,098,590	1,098,590	1,122,840	1,147,090	327,481	328,461	329,450	330,450	331,459	332,479	24,332		

* TIF Revenue projected to be Reimbursable Project Costs recovered over 12 years plus Net CID Revenue

BRODY CORNERS TIF PLAN

EXHIBIT 14

PROPOSED LAND USES IN REDEVELOPMENT AREA

The proposed use of the property within the redevelopment area is commercial, including retail, restaurant, office, shopping, services and other and general commercial.

EXHIBIT B

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

Between the

CITY OF SPRINGFIELD, MISSOURI

and

WEST SUNSHINE DEVELOPMENT, LLC

dated as of _____, 20__

BRODY CORNERS REDEVELOPMENT AREA

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<u>Exhibit C</u>	Redevelopment Project Costs Budget
<u>Exhibit D-1</u>	Redevelopment Project Schedule
<u>Exhibit D-2</u>	Planned Development Schedule
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<u>Exhibit F-1</u>	Redevelopment Project Design Standards
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<u>Exhibit G</u>	Form of Certificate of Substantial Completion
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<u>Exhibit I</u>	Restricted Land Uses in the Redevelopment Area
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<u>Exhibit K</u>	Transferee Agreement

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

THIS TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the date shown on the cover page hereof, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), and **WEST SUNSHINE DEVELOPMENT, LLC**, a Missouri limited liability company (the “**Site Developer**”) (the City and the Site Developer being sometimes collectively referred to herein as the “**Parties**”). Capitalized terms, unless otherwise defined, shall have the meanings given in Section 1.2 of this Agreement.

RECITALS

The Springfield City Council created the Tax Increment Financing Commission of the City of Springfield, Missouri (the “**TIF Commission**”) by approval of mayoral appointments of members of the TIF Commission and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under the TIF Act. The various Taxing Districts within the Redevelopment Area have appointed members to the TIF Commission in accordance with Section 99.820 of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”).

1. On October __, 2021, the City published a notice of request for proposals (the “**RFP**”) in the *Springfield News Leader*, which solicited redevelopment proposals from interested persons for the redevelopment of the area located at 5505 West Sunshine Street, Springfield, Missouri, and generally bounded by the James River Freeway and West Sunshine Street to the south, commercial development to the east, residential property to the north, and undeveloped land to the west, containing approximately 26 acres of land, as legally described on **Exhibit B** hereto, which is within the City limits (the “**Redevelopment Area**”).

2. The Site Developer has worked with City staff to submit a proposed tax increment financing plan (the “**Redevelopment Plan**”) for the Redevelopment Area. The Site Developer will construct certain public and private infrastructure improvements in and around the Redevelopment Area (the “**Redevelopment Project**”) to be built in a single redevelopment project area coterminous with the Redevelopment Area (the “**Redevelopment Project Area**”).

3. The Redevelopment Project will facilitate the completion of the Planned Development (as defined in Section 1.2 of this Agreement), which will consist of a mix of commercial uses, including retail, restaurant, office, shopping, services and other general commercial uses.

4. On November 15, 2021, the TIF Commission, after giving all notices required by the TIF Act, opened a public hearing at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the approval of the Redevelopment Project. [**The hearing was concluded on the same day, and the TIF Commission adopted a resolution recommending that the City Council approve the Redevelopment Plan, the Redevelopment Project and the Redevelopment Area.**]

5. After due consideration of the TIF Commission’s recommendations and making each of the findings required by Section 99.810 of the TIF Act, the City Council adopted Ordinance No. _____ on _____, 20__ (the “**Redevelopment Plan Ordinance**”), designating the Redevelopment Area as a blighted area, approving the Redevelopment Plan, designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, appointing the Site Developer as the developer for the Redevelopment Plan, and establishing an account in the City’s Special Allocation Fund for the Redevelopment Project.

6. On _____, 20__, the ordinance to initiate tax increment financing within the Redevelopment Project Area (Bill No. 2021-____) was introduced to the City Council by first reading.

7. On _____, 20__, the City Council adopted Ordinance No. _____, approving the Redevelopment Project and initiating tax increment financing within the Redevelopment Project Area.

8. On _____, 20__, the City Council adopted Ordinance No. _____, approving this Agreement and authorizing the City to execute and enter into this Agreement.

9. The City Council concludes that the redevelopment of the Redevelopment Area as provided for in the Redevelopment Plan will, consistent with the City's *Economic Development Incentives Policy Manual*, further the growth of the City, facilitate the redevelopment of the entire Redevelopment Area (including the Planned Development), improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Redevelopment Area, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.

10. Pursuant to the provisions of the TIF Act and the ordinances referred to above, the City is authorized to enter into this Agreement, to pay Reimbursable Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge TIF Revenues to the payment of Reimbursable Project Costs.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals 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. The provisions of the Redevelopment Plan, the Redevelopment Plan Ordinance and the provisions of the TIF Act as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof. In the event of any conflict between the provisions of this Agreement and the Funding Agreement (as defined in Section 1.2 of this Agreement) or any other documents related to the Redevelopment Plan previously prepared or executed, the provisions of this Agreement shall control.

Section 1.2. Definitions. Words and terms not defined elsewhere in this Agreement shall, except as the context otherwise requires, have the following meanings:

“Administrative Costs” means (1) all costs and expenses incurred by the City for planning, legal, financial, administrative and other costs associated with the review, consideration, approval, implementation and administration of the Redevelopment Plan, this Agreement and the Redevelopment Project, including all consultants engaged by the City, and further including all costs incurred by the City the review and processing of documents relating to Private Loans entered into by the Site Developer,

including the costs for City’s attorneys (including City Attorney and special TIF counsel) and the time of City staff associated with the Site Developer obtaining any Private Loan, and (2) additional costs imposed on the County Assessor and/or County Collector due to the implementation and administration of the plan, to the extent certified to and approved by the City.

“**Adult Store**” shall have the meaning assigned in the City’s Zoning Ordinance, Section 36-321, as it may be amended by the City.

“**Agreement**” means this Tax Increment Financing Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**Applicable Law and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement or decision of or agreement with or by Governmental Authorities.

“**Application for Reimbursable Project Costs**” means an application in substantially the form attached as **Exhibit H** hereto furnished by the Site Developer to the City evidencing Reimbursable Project Costs incurred by the Site Developer.

“**Approved Use**” means a Pre-Approved Use or a Specific Approved Use.

“**Best Efforts**” means actual, reasonable, good faith attempts to accomplish or achieve the required obligation which shall be evidenced by the party taking such action, and proof of such documentation may be requested in writing by the other party to verify that such actual, reasonable, good faith attempts occurred. The failure to provide such documentation upon written request within a reasonable period of time after receipt of such written request, not to exceed twenty (20) business days, shall be deemed noncompliance with such obligation and a breach of this Agreement.

“**Building Permit**” means a permit for the construction of a structure or improvement as set forth in the City Code of Ordinances, but shall not include a permit required for demolition under the City Code of Ordinances.

“**Certificate of Substantial Completion**” means a certificate in substantially the form attached as **Exhibit G** hereto furnished by the Site Developer pursuant to Section 5.2 upon the substantial completion of the Redevelopment Project.

“**CID**” means a community improvement district that is formed in accordance with the CID Act and this Agreement.

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

“**CID Revenues**” means the revenues generated by the CID as a result of the CID Sales Tax.

“**CID Sales Tax**” means the sales and use tax imposed by the CID in the amount of one percent.

“**City**” means the City of Springfield, Missouri.

“**City Attorney**” means the then current attorney appointed by the City as the City Attorney.

“City Council” means the City Council of the City.

“City Manager” means the City Manager of the City, or his/her designee.

“City SAF Administration Fee” means an amount equal to 2% of the TIF Revenues deposited into the Special Allocation Fund, the Surplus PILOTs deposited in the Surplus PILOTs Account, and the Surplus EATs deposited in the Surplus EATs Account.

“Collection Authority” means the TIF Commission, the City, the County Collector, the Missouri Department of Revenue or any other governmental official or body charged with the collection of Payments in Lieu of Taxes or Economic Activity Taxes.

“Commencement Date” means the day that the ordinance is adopted approving the Redevelopment Project and initiating the collection of TIF Revenues within the Redevelopment Project Area.

“Commencement of Construction” means (1) the Site Developer or End Use Developer, as appropriate, has completed pre-construction engineering and design of the Redevelopment Project, has received necessary licenses and permits and has engaged a contractor to construct the Redevelopment Project or Planned Development, as applicable, (2) has executed a contract for construction of the Redevelopment Project or Planned Development, as applicable, (3) has given notice to proceed under such contract, and (4) physical construction of the Redevelopment Project or Planned Development, as applicable, has begun.

“Completion Date” means the day prior to the 23rd anniversary of the Commencement Date.

“Construction Inspector” means a City employee designated by the City to perform inspections.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Site Developer or End Use Developer, as appropriate, and approved by the City in accordance with this Agreement.

“County” means Greene County, Missouri.

“County Assessor” means the County Assessor of Greene County, Missouri.

“County Collector” means the County Collector of Greene County, Missouri.

“Economic Activity Taxes” means fifty percent (50%) of the “total additional revenue” described as “economic activity taxes” in Section 99.805 of the TIF Act.

“Economic Activity Taxes Account” means the separate segregated account within the Special Allocation Fund into which the Economic Activity Taxes are to be deposited.

“Effective Date” means the date written on the cover page of this Agreement.

“End Use Developer” means a developer or end user to which the Site Developer transfers a portion of the Property in accordance with this Agreement for the purpose of the construction and development of private buildings, structures and improvements that will become the end use of such Property.

“Excusable Delay” means any delay beyond the reasonable control of the party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for a party to comply with a duty or obligation under this Agreement, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Redevelopment Project or Planned Development in accordance with this Agreement, which in fact prevents the party so affected from discharging its respective obligations hereunder.

“Financing Costs” means those reasonable costs, fees and expenses incurred by Site Developer to obtain private financing for the Redevelopment Project and to pay the interest portion of debt service on Private Loans.

“Funding Agreement” means the Preliminary Funding Agreement executed by the City and _____, or its successors or assigns, dated _____, 2021, for the payment of City costs and expenses associated with considering and approving the Redevelopment Plan and drafting and negotiating this Agreement and all related work.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, Building Permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Redevelopment Project and the Planned Development and consistent with the Redevelopment Plan, the Site Plan and this Agreement.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Indemnified Parties” shall have the meaning assigned in Section 6.1.

“Lender” means the holder or holders of any mortgage or deed of trust encumbering all or a portion of the Redevelopment Area or of any pledge of or security interest in any of the stock or other proprietary interests in Site Developer that secures a Private Loan.

“Loan Documents” means the promissory note, loan agreement, deed of trust and any other related documentation reasonably requested by the City that demonstrate the existence of a Private Loan.

“MHTC” means the Missouri Highways and Transportation Commission.

“MoDOT” means the Missouri Department of Transportation.

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

“Owner” means, with respect any portion of the Property, the person or entity that owns fee title to such portion of the Property, and includes End Use Developers with respect to such portions of the Property as are transferred to them.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

“Permitted Subsequent Approvals” means the Building Permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained or which the City or other Governmental Authority has not yet determined to grant on the date that this Agreement is executed.

“PILOT Account” means the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

“Planned Development” means improvements (not including the Redevelopment Project) constructed by the End Use Developers in accordance with the Redevelopment Plan, including facilities providing for retail, restaurant, office, shopping, services and other general commercial improvements that will serve the Redevelopment Area in accordance with Governmental Approvals. The anticipated type of improvements expected to be constructed in connection with the Planned Development are set forth in **Exhibit E-2**.

“Planned Development Schedule” means the schedule for Commencement of Construction of the Planned Development set forth in **Exhibit D-2**.

“Pre-Approved Use” means the uses described on **Exhibit J**.

“Private Loan” means any loan or indebtedness incurred by the Site Developer or any other private entity or individual to pay for Reimbursable Project Costs incurred or estimated to be incurred, to carry out the Redevelopment Project, to finance origination costs of such Private Loan, to establish debt service reserves, to fund capitalized interest associated with such Private Loan, or to refund or refinance any such outstanding Private Loan.

“Project Ordinance” means the Ordinance that approves the Redevelopment Project and activates the collection of TIF Revenues within the Redevelopment Project Area.

“Property” means all of the real property and improvements located within the boundaries of the Redevelopment Area as legally described in **Exhibit B**.

“Public Redevelopment Project Improvements” means that portion of the Redevelopment Project which consists of improvements in public rights-of-way or public easements which are dedicated to, owned and maintained by a public entity, including the City, County, CID, MoDOT or the MHTC, the cost of which is estimated in the Redevelopment Project Costs Budget under the “Reimbursable Project Costs” column.

“Public Works Director” means the person employed by the City as the Director of the Public Works Department, or his or her designee.

“Redevelopment Area” means the area legally described in **Exhibit B** and designated as the Redevelopment Area by the Redevelopment Plan Ordinance.

“Redevelopment Plan” means the plan entitled *“Brody Corners Tax Increment Financing Plan,”* as approved by the Redevelopment Plan Ordinance, as such plan may be amended from time to time by the City in accordance with the TIF Act.

“Redevelopment Plan Ordinance” means Ordinance No. _____, adopted by the City Council on _____, 20____, which made certain findings, approved the Redevelopment Plan and took other actions related to the Redevelopment Plan.

“Redevelopment Project” means the improvements described as such in the Redevelopment Plan and on **Exhibit E–1** to this Agreement, to be constructed by or at the direction of the Site Developer in the Redevelopment Area pursuant to this Agreement.

“Redevelopment Project Area” means the area selected for the Redevelopment Project. The legal description of each Redevelopment Project Area is set forth in **Exhibit B**.

“Redevelopment Project Costs” means the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with the Redevelopment Project, and any such costs incidental to the Redevelopment Plan or the Redevelopment Project, as applicable. Such costs include, but are not limited to, the following:

- (1) Costs of studies, surveys, plans and specifications;
- (2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial planning or special services;
- (3) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
- (4) Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;
- (5) Costs of construction of public works or the Public Redevelopment Project Improvements;
- (6) Financing Costs;
- (7) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law;
- (8) Payments in Lieu of Taxes; and
- (9) Administrative Costs.

“Redevelopment Project Costs Budget” means the budget set forth in **Exhibit C**.

“Redevelopment Project Schedule” means the schedule for design and construction of the Redevelopment Project as set forth in **Exhibit D–1**.

“Reimbursable Project Costs” means those costs which are incurred by the City or the Site Developer, before or after the date of this Agreement, including Financing Costs, Administrative Costs and the costs of such Public Redevelopment Project Improvements as are set forth in the Redevelopment Project Costs Budget (attached as **Exhibit C**) under the “Reimbursable Project Costs” column, which may be authorized for reimbursement in accordance with this Agreement.

“Reimbursable Project Costs Cap” means \$3,442,677 plus all Administrative Costs, all actual amounts incurred pursuant to Section 6.1.E (indemnification by Site Developer) and Section 8.6 (actions contesting the Redevelopment Plan) and amounts incurred pursuant to Section 3.1.B (interest on Reimbursable Project Costs); *provided that*, Financing Costs are subject to the Reimbursable Project

Costs Cap; *and further provided that*, the Reimbursable Project Costs Cap shall be reduced on a dollar for dollar basis by any amounts paid to the Site Developer by the CID for CID-eligible project costs.

“Reimbursement Interest Rate” means the amount of 6% per annum.

“RSMo” means the Revised Statutes of Missouri, as amended.

“Site Developer” means West Sunshine Development, LLC, or its successors or assigns in interest pursuant to any assignment under Section 6.3.

“Site Developer Advance” means funds, including the proceeds of Private Loans, used by the Site Developer or an affiliate of the Site Developer to pay Reimbursable Project Costs.

“Site Plan” means, as the context requires, (1) the final site plan(s) for the Redevelopment Project submitted by the Site Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City code provisions, and as amended from time to time by the City, or (2) the final site plan(s) for the Planned Development submitted by an End Use Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City code provisions, and as amended from time to time by the City.

“Special Allocation Fund” means the fund, including any accounts and subaccounts created therein, into which TIF Revenues are deposited, as required by the TIF Act and this Agreement.

“Specific Approved Use” means use that does not qualify as a Pre-Approved Use but that has been specifically approved for a particular portion of the Redevelopment Area by written consent of the City pursuant to Section 5.8.

“Surplus EATs” means all Economic Activity Taxes declared as surplus in accordance with this Agreement.

“Surplus EATs Account” means the separated segregated account of the Special Allocation Fund into which the Surplus EATs are deposited prior to distribution to the Taxing Districts.

“Surplus PILOTs” means (1) 25% of the Payments in Lieu of Taxes which are returned to the Taxing Districts that actually levy real property taxes within the Redevelopment Area in accordance with Section 4.4 of this Agreement, and (2) all Payments in Lieu of Taxes declared as surplus pursuant to Section 5.9.

“Surplus PILOTs Account” means the separated segregated account of the Special Allocation Fund into which the Surplus PILOTs are deposited by the City and/or deemed deposited by the County prior to distribution to the Taxing Districts.

“Taxing District” means any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy real property taxes.

“Tenant” shall mean all lessees, purchasers and transferees of any portion of the Property.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, of the Revised Statutes of Missouri, as amended.

“TIF Commission” means the Tax Increment Financing Commission of the City of Springfield, Missouri, as constituted for review of the Redevelopment Plan.

“TIF Revenues” means Payments In Lieu of Taxes and Economic Activity Taxes.

“Total Initial Equalized Assessed Value” means that amount certified by the County Assessor which equals the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of Property within each Redevelopment Project Area immediately after tax increment financing for such Redevelopment Project Area has been approved by the Project Ordinance.

“Work” means all work necessary to prepare the Property and applicable rights-of-way and public easement areas and to construct the Redevelopment Project or the Planned Development, as applicable.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The City has full statutory, constitutional and lawful right, power and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, 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 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. Litigation. To the best of the City’s knowledge, there is no litigation or proceeding pending against the City with respect to the Redevelopment Plan or this Agreement. In addition, to the best of the City’s knowledge, there is no other litigation or proceeding that is pending against the City 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 City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

E. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

Section 2.2. Representations of the Site Developer. The Site Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Site Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Site 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 obligation of the Site Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, 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. Litigation. To the best of the Site Developer's actual knowledge, there is no litigation, proceeding or investigation pending or threatened against the Site 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 Site Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Site Developer, of the terms and provisions of this Agreement.

D. No Material Change. (1) The Site Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Site Developer, which could affect the Site Developer's ability to perform its obligations pursuant to this Agreement from that shown in any financial information provided by the Site Developer to the City prior to the execution of this Agreement.

E. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Site Developer of this Agreement other than Permitted Subsequent Approvals.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Site Developer under this Agreement, or any other material agreement or material instrument to which the Site Developer is a party or by which the Site Developer is or may be bound.

G. Approvals. Except for Permitted Subsequent Approvals, the Site Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Site Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire and construct the Redevelopment Project. The Site Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

H. Construction Permits. Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to acquire and construct the Redevelopment Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Site Developer reasonably believes, after due inquiry of the appropriate governmental

officials, that such permits and licenses will be issued in a timely manner in order to permit the Redevelopment Project to be constructed.

I. Compliance with Laws. The Site 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, operations as contemplated by this Agreement.

J. Other Disclosures. The information furnished to the City by the Site Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

K. Sufficiency of Redevelopment Area. The Site Developer represents and warrants that the Redevelopment Area is sufficient to construct the Redevelopment Project and the Planned Development as contemplated in the Redevelopment Plan and this Agreement.

Section 2.3. Site Developer Deliverables after the Effective Date of this Agreement. Within 30 days after the Effective Date of this Agreement, Site Developer shall furnish the City with the following, to the extent not already provided to the City:

A. a copy of the Site Developer's Articles of Organization certified by the Secretary of State of the State of Missouri; and

B. a certificate of good standing of the Site Developer in the State of Missouri.

No payments from TIF Revenues shall be made to Site Developer until the requirements of this Section have been satisfied.

Section 2.4. Site Developer to Advance Costs. The Site Developer agrees to advance and pay, or to cause others to advance and pay, for all Redevelopment Project Costs necessary to acquire the Property and to complete the Redevelopment Project, all subject to the Site Developer's right to terminate this Agreement as set forth in Section 7.8.

Section 2.5. Funding of Administrative Costs.

A. Termination of Funding Agreement. Pursuant to the Funding Agreement, Site Developer has previously advanced certain funds for Administrative Costs. Within thirty (30) days after execution of this Agreement, the City shall submit final invoices which will be paid by Site Developer, along with the payment of any other outstanding invoices, pursuant to the terms of the Funding Agreement. After final payment of all outstanding invoices is made by Site Developer under the Funding Agreement, the Funding Agreement shall be terminated, and any funds remaining on deposit with the City pursuant to the Funding Agreement shall be used by the City in accordance with paragraph B of this Section and shall be treated as a Reimbursable Project Cost to Site Developer.

B. Initial Deposit. In addition to the Administrative Costs paid under the Funding Agreement, the City shall also be reimbursed for all Administrative Costs incurred in connection with the Redevelopment Plan, the Redevelopment Project and this Agreement incurred during the term of this Agreement. Upon execution of this Agreement, the City shall deposit such funds remaining on deposit with the City pursuant to the Funding Agreement in a separate, segregated account of the City (the "Advanced Funds Account"), and, if such amount is less than \$5,000, then Site Developer shall make a

payment to the City (all amounts in the Advanced Funds Account are the “**Advanced Funds**”) so that the initial amount on deposit in the Advanced Funds Account, together with any funds remaining from the Funding Agreement, is \$5,000.

C. Operation of the Advanced Funds Account. The City may invest the Advanced Funds in the same manner as other funds of the City are invested, and interest earnings shall remain in the Advanced Funds Account. All Advanced Funds shall be used to pay Administrative Costs. The City shall submit to the Site Developer an itemized statement of actual payments made from the Advanced Funds Account for such expenses on a regular periodic basis, but no more often than monthly and no less often than quarterly. The Site Developer shall advance to the City the amounts set forth on such statements within thirty days after receipt thereof, which shall be deposited in the Advanced Funds Account so that the balance of the Advanced Funds Account remains at \$5,000, and this arrangement shall continue until there are sufficient funds in the Special Allocation Fund to implement paragraph D of this Section.

D. Future Administrative Costs on a Pay As You Go Basis. When sufficient funds are available in the Special Allocation Fund, the City (i) will withdraw from the Special Allocation Fund an annual amount of \$1,000 (which annual amount shall, starting in January 2022 and in each succeeding January thereafter, be increased by 2%) for routine annual Administrative Costs, and (ii) may withdraw from the Special Allocation Fund to pay additional Administrative Costs on an as-needed basis an additional amount not to exceed \$20,000 in any calendar year. After the terms of this paragraph are being implemented, if Administrative Costs in any year exceed the amount available in the Special Allocation Fund during such year, the unpaid portion of such Administrative Costs shall carry over to the next or any subsequent years until paid in full. In the event that Site Developer proposes an amendment to the Redevelopment Plan, or proposes significant revisions to this Agreement, which require the City to incur costs and expenses that are in addition to Administrative Costs, the City may require Site Developer to execute a separate funding agreement to cover the City’s costs and expenses associated with processing and considering such proposal by Site Developer.

Section 2.6. Site Developer’s Ownership of the Redevelopment Area. At the time that this Agreement is executed, Site Developer represents that it owns or is in the process of acquiring fee simple title to all of the Property. The Parties agree that condemnation is not needed to acquire any portion of the Property.

Section 2.7. Site Developer as Developer of Record and Development Rights. The City hereby selects the Site Developer to acquire and construct the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement. For the purpose of implementing the Redevelopment Plan and this Agreement, the City hereby grants to the Site Developer exclusive redevelopment rights over the Redevelopment Area under the TIF Act, subject to and in accordance with the terms and conditions of this Agreement.

ARTICLE III. REIMBURSEMENT OF SITE DEVELOPER COSTS

Section 3.1. Site Developer Reimbursement.

A. Obligation to Reimburse Site Developer. Subject to the terms and conditions of this Agreement, the City shall reimburse the Site Developer from TIF Revenues for all certified Reimbursable Project Costs in an amount not to exceed the Reimbursable Project Costs Cap, which shall be paid in the order of priority set forth in Section 4.8, until all funds have been disbursed from the Special Allocation Fund following the Completion Date. Tax increment financing shall remain active within the Redevelopment Project Area until the Completion Date, and the collection of TIF Revenues the Redevelopment Project Area shall cease on the Completion Date. Only the TIF Revenues on deposit in

the Special Allocation Fund on the Completion Date shall be made available for reimbursement to the Site Developer following the Completion Date. Any Reimbursable Project Costs that have not been reimbursed with funds on deposit in the Special Allocation Fund through the Completion Date shall remain unreimbursed and the City shall have no obligation to provide reimbursement for such costs. Subject to the conditions and restrictions of this Agreement, the City agrees to reimburse the Site Developer for the certified Reimbursable Project Costs for those categories of expenses as set forth in the Redevelopment Project Costs Budget under the “Reimbursable Project Costs” column. The amounts provided as reimbursement for any line-item of costs in the “Reimbursable Project Costs” column may exceed the amounts for each such line-item set forth in the Redevelopment Project Costs Budget; *provided that* (1) the amounts certified as Reimbursable Project Costs for the line-items designated as “Soft Costs” and “Financing Costs” shall not exceed the amounts shown for such line-items in the “Reimbursable Project Costs” column without the prior consent of the City, to be granted in the sole discretion of the City, (2) the amounts certified as Reimbursable Project Costs for any line-item shall not exceed 110% of the amount shown for such line-item in the “Reimbursable Project Costs” column without the prior consent of the City, to be granted in the sole discretion of the City, (3) no line item in the “Reimbursable Project Costs” column for which a zero value is shown shall be the basis for any Reimbursable Project Costs, and (4) the total reimbursement to the Site Developer for all costs shall not exceed the Reimbursable Project Costs Cap. Reimbursement from TIF Revenues shall occur as TIF Revenues become available in the Special Allocation Fund, and disbursements from the Special Allocation Fund shall be made on a quarterly basis. The City shall have no obligation to reimburse Site Developer until funds are available in the Special Allocation Fund. In order to receive reimbursement, the Site Developer shall submit an Application for Reimbursable Project Costs in substantial compliance with **Exhibit H** for all costs for which the Site Developer seeks reimbursement. The City will not provide reimbursement to Site Developer for any cost that is not a “redevelopment project cost” under Section 99.805(15) of the TIF Act.

B. Interest on Reimbursable Project Costs. Reimbursable Project Costs which have been certified by the City through an approved Application for Reimbursable Project Costs in accordance with this Agreement shall accrue simple interest at the Reimbursement Interest Rate starting on the day that the City approves such application in accordance with Section 3.2 until the principal amount of such certified Reimbursable Project Costs are paid, or until this Agreement is terminated following the Completion Date or is otherwise terminated as provided herein. Interest due on certified Reimbursable Project Costs shall be calculated on a monthly basis, and the Reimbursement Interest Rate shall be applied to the outstanding principal amount of certified Reimbursable Project Costs for that month. TIF Revenue distributed to pay Reimbursable Project Costs shall be applied first to accrued and unpaid interest, then to principal. Unpaid interest shall accrue but shall not be compounded.

C. City Recordkeeping. The City may select and engage the services of a qualified third party to administer the collection and payment of TIF Revenues in accordance with this Agreement, which may include tracking and administering the Reimbursement Interest Rate as provided in this Section. All costs and expenses incurred by the City for such services shall be paid and reimbursed to the City as Administrative Costs.

D. Limit on Interest. Except as described in this Section 3.1, no amounts representing interest on Reimbursable Project Costs will be paid under this Agreement. Financing Costs may be submitted and certified as Reimbursable Project Costs by the Site Developer, in accordance with Section 3.2, provided that Loan Documents and other information reasonably requested by the City and sufficient to establish the amount of Financing Costs actually paid is submitted in accordance with Section 3.2.

Section 3.2. Reimbursement Process.

A. All requests for reimbursement of Reimbursable Project Costs shall be made on an Application for Reimbursable Project Costs in substantial compliance with **Exhibit H**. No person other than Site Developer may submit an Application for Reimbursable Project Costs, and any invoices, bills or claims by contractors, engineers, professionals or other service providers who have performed work or provided goods or services to Site Developer in furtherance of the Redevelopment Plan which are Reimbursable Project Costs must receive payment from Site Developer before such amounts may be submitted to the City for reimbursement in accordance with this Section, unless Site Developer expressly authorizes in writing payment directly to a contractor or service provider as a Reimbursable Project Cost and the contractor or service provider submits lien waivers for the Work performed, if applicable to such Work, at the time of such reimbursement request. The Site Developer shall, at the City's request, provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify.

B. The Parties agree that the categories of expenses and amounts associated with each category as set forth in the "Reimbursable Project Costs" column of the Redevelopment Project Costs Budget, to the extent actually incurred by Site Developer for the Redevelopment Project and certified by the City, up to the total Reimbursable Project Costs Cap, constitute Reimbursable Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement.

C. The Site Developer may submit an Application for Reimbursable Project Costs to the City not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursable Project Costs within thirty (30) days after the submission thereof. If the City determines that any cost identified as a Reimbursable Project Cost is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act or otherwise does not qualify for reimbursement under this Agreement, the City shall so notify the Site Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Site Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement. The City may also request such additional information from Site Developer as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Site Developer to respond to such request by the City. If the City does not reject the Application, identify ineligible costs or request additional information from Site Developer within the 30-day response period, such Application will be deemed approved by the City.

D. Regardless of whether Reimbursable Project Costs are financed by more than one Private Loan, or by one or more Private Loans and one or more Site Developer Advances, that are outstanding at the same time, the City shall send reimbursement payments (including all amounts applicable to principal and interest payments for certified Reimbursable Project Costs) to only one person or one bank account as directed by Site Developer pursuant to this Agreement, and Site Developer shall be responsible for disbursing such amounts among any parties that hold a security interest or other rights or claims to such TIF Revenues. The City shall not send reimbursement payments to more than one person or one bank account, regardless of the number of Private Loans and Site Developer Advances that are made in connection with any and all Reimbursable Project Costs, and regardless of the number of financings or refinancings that may occur for Private Loans that fund Reimbursable Project Costs.

E. In the event that there is any dispute between Site Developer and one or more third parties, or among two or more third parties, regarding the right to receive payments from TIF Revenues, the City may withhold the payment of all TIF Revenues until such dispute is resolved and City is provided with the written statement signed by the Site Developer and such third parties involved in such

dispute advising that the dispute has been resolved (a “**Disbursement Right Resolution Notice**”). In the event that the City does not receive a Disbursement Right Resolution Notice within sixty (60) days after the date that the City was required to make a disbursement of TIF Revenues in accordance with this Agreement but declined to do so in the exercise of its rights under the first sentence of this paragraph E, then within thirty (30) days after the end of such sixty (60) day period, the City shall transfer such funds into the trust of the County Circuit Court and request an order from the Circuit Court that seeks to have the dispute resolved by the Court among the parties who claim an interest in such funds. All costs incurred by the City to seek and receive such Circuit Court order shall be funded and paid as Administrative Costs under this Agreement and shall be reimbursed to the City in addition to the amounts allowed under the Administrative Costs cap that is set forth in Section 2.5 hereof.

Section 3.3. Limitation on Source of Funds for Reimbursement. Notwithstanding any other term or provision of this Agreement, Reimbursable Project Costs are payable only from the Special Allocation Fund and from no other source. In no event will the City appropriate funds from the City’s general fund or from any fund other than the Special Allocation Fund to pay for Reimbursable Project Costs. The City shall have no obligation to make any payment to the Site Developer under this Agreement from any source of funds collected or maintained by the City other than TIF Revenues.

Section 3.4. Retainage Account. The City shall be entitled to withhold payment of 10% of all TIF Revenues that are available for payment to Site Developer from the Special Allocation Fund until a Certificate of Substantial Completion has been approved by the City for the Redevelopment Project. Interest shall accrue on the Reimbursable Project Costs to be reimbursed with funds in the retainage account as set forth in Section 3.1, until such funds are released from the retainage account.

ARTICLE IV. TAX INCREMENT FINANCING

Section 4.1. Redevelopment Area and Redevelopment Project.

A. The Redevelopment Area is legally described in **Exhibit B**. The Redevelopment Area will be developed in a single Redevelopment Project Area, which is also legally described in **Exhibit B**.

B. Subject to the terms and conditions of the Redevelopment Plan and this Agreement, the Site Developer shall construct or cause to be constructed the Redevelopment Project as set forth in **Exhibit E-1**.

C. Site Developer agrees to construct or cause to be constructed the Redevelopment Project in accordance with the schedule set out on **Exhibit D-1**. The City acknowledges and agrees that the Redevelopment Project benefits and is necessary for the development of the Redevelopment Area as a whole, and TIF Revenues that are collected within the Redevelopment Project Area will be made available in accordance with the terms and conditions of this Agreement to provide reimbursement for the cost of the portion of the Public Redevelopment Project Improvements shown in the Redevelopment Project Costs Budget under the “Reimbursable Project Costs” column.

Section 4.2. Redevelopment Project Costs Budget. The Redevelopment Project shall be constructed in accordance with the Redevelopment Project Costs Budget, which contains estimated costs based on Site Developer’s knowledge of the Redevelopment Project and prevailing costs and expenses on the effective date of this Agreement. The actual costs for implementing the Redevelopment Project may vary depending on market factors and related conditions, and reimbursement for each category of costs may be adjusted as set forth in Section 3.1(A).

Section 4.3. Removal of Blight in the Redevelopment Area. The Redevelopment Area as a whole has been declared by the City Council to be a “blighted area,” as that term is defined in the TIF Act, and is detrimental to the public health, safety and welfare because of the several influences that cause the Redevelopment Area to be a blighted area, as set forth in the Redevelopment Plan and the Redevelopment Plan Ordinance. By construction of the Redevelopment Project, the Site Developer shall clear the blighting influences, or eliminate the physical blight existing in the Redevelopment Area, or make adequate provisions reasonably satisfactory to the City for the clearance of such blighting influences.

Section 4.4. Payments in Lieu of Taxes.

A. Initiation of Payment Obligations. Pursuant to the provisions of the Redevelopment Plan and the TIF Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by Ordinance for the Redevelopment Project Area, the Property in the Redevelopment Project Area is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due when property taxes are due. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against each Owner of property in the Redevelopment Project Area.

B. Enforcement of Payments. Failure to pay Payments in Lieu of Taxes as to any portion of the Property in a Redevelopment Project Area shall entitle any Collection Authority to proceed against such Property in the Redevelopment Project Area as in other delinquent property tax cases or otherwise as permitted at law or in equity, and such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to insure the timely payment of all such sums, including the initiation of appropriate lawsuits for such unpaid taxes; provided, however, that the failure of any Property in the Redevelopment Project Area to yield sufficient Payments in Lieu of Taxes because the increase in the current equalized assessed value of such Property is or was not as great as expected, shall not by itself constitute a breach or default. The City shall use all reasonable and diligent efforts to notify the County Collector and all other appropriate officials and persons and seek to fully implement the Payments in Lieu of Taxes and reimbursements of Reimbursable Project Costs as provided in this Agreement and in the Redevelopment Plan.

C. Limitation on Protesting Tax Assessments. Owner agrees that annual tax assessments (including Payments in Lieu of Taxes) on the Property shall not be formally or informally protested or contested if such assessments are based on an assessed valuation equal to or less than 110% of the assessed value for the prior year, plus the value of any new construction being assessed for the first time in the then-current year (the “**Agreed-Upon Reasonable Value**”). In the event that any tax assessment is greater than the Agreed-Upon Reasonable Value and the Owner elects to formally or informally protest the tax assessment, Owner shall not protest, contest or seek in any manner to have the assessment reduced to an amount that is less than the Agreed-Upon Reasonable Value. Subdivision of the Property in a manner that produces parcels of a different size or configuration than as set forth in the Redevelopment Plan shall not alter, affect or eliminate the limitation set forth in this paragraph, and this obligation shall be binding on all successors on the property in accordance with Section 6.4 and Section 6.8, provided that the land value component of the Agreed-Upon Reasonable Value for any such subdivision of the Property shall be determined on the basis of acreage and the new construction component of the Agreed-Upon Reasonable Value for any such subdivision of the Property shall include such new construction as is located on such subdivision of the Property.

D. Release of Liens. Notwithstanding anything to the contrary herein, the lien on any portion of the Property within the Redevelopment Area shall be deemed (1) released as to any public

street or other public way included within any plat proposed by the Owner, effective upon the passage of an Ordinance by the City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of an Ordinance by the City as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

E. Surplus PILOTs. No more than seventy-five percent (75%) of the Payments in Lieu of Taxes shall be used to pay Reimbursable Project Costs. In accordance with the Redevelopment Plan, the remaining twenty-five percent (25%) of the Payments in Lieu of Taxes collected is hereby declared as surplus by the City, in accordance with the Redevelopment Plan. Such declaration of surplus shall continue at a level of twenty-five percent (25%) throughout the entire term of the Redevelopment Plan and this Agreement. Any Surplus PILOTs received by the City shall be placed in the Surplus PILOTs Account of the Special Allocation Fund and distributed in accordance with this paragraph, less the City SAF Administration Fee attributable to such Surplus PILOTs. The City shall, or, if an agreement between the City and County has been executed for such purpose then the County Collector shall on behalf of the City, pay such Surplus PILOTs to the appropriate Taxing Districts affected by the Redevelopment Project as provided in the TIF Act. Such declaration of Surplus PILOTs may not be modified by any subsequent agreement, contract, indenture, or other legal document and any attempted modification shall be void and have no effect on the amount of Surplus PILOTs distributed to the appropriate Taxing Districts.

F. Certification of Base for Payments in Lieu of Taxes. Within ninety (90) days after the adoption of the Project Ordinance, the City shall use Best Efforts to provide to the Site Developer a certification of the County Assessor's calculation of the Total Initial Equalized Assessed Value of the taxable real property within the Redevelopment Project Area based upon the most equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Redevelopment Project Area.

Section 4.5. Economic Activity Taxes.

A. Initiation of Payment Obligations. In addition to the Payments In Lieu of Taxes described above, and pursuant to Section 99.845 of the TIF Act, from and after the Commencement Date the Economic Activity Taxes shall be allocated to, and paid by the collecting officer to the designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund for the purpose of application pursuant to this Agreement.

B. Accounting. The City shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Taxes Account in the Special Allocation Fund, to be utilized and expended in accordance with the TIF Act, the Redevelopment Plan and this Agreement.

C. Documentation of Economic Activity Taxes.

1. The Owner, its successors and assigns shall use Best Efforts to impose a requirement on all Tenants to provide to the City documentation of Missouri Sales Tax receipts and filings for each business in the Redevelopment Area, indicating the type and amount of the Economic Activity Taxes paid by each such business located within the Redevelopment Area. The Owner hereby agrees, to the extent practicable, that each lease shall provide that the City is an intended third-party beneficiary of such requirement and the City has a separate and independent right to enforce such requirement directly against any such Tenant. This obligation shall be a covenant running with the land and shall be enforceable against the Owner, to the

extent Owner continues to own Property within the Redevelopment Area, and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or other transferee or possessor were originally a party to and bound by this Agreement and shall only terminate upon the passage of an Ordinance terminating the Redevelopment Plan pursuant to the terms contained herein.

2. The City and the Owner agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. Owner shall annually provide records on utility taxes to allow the City to annually appropriate utility taxes, and the City shall have no obligation to annually appropriate utility taxes unless such records are provided by Owner.

D. Surplus EATs. Any Surplus EATs received by the City shall be placed in the Surplus EATs Account of the Special Allocation Fund and distributed in accordance with this paragraph, less the City SAF Administration Fee attributable to such Surplus EATs. The City shall pay such Surplus EATs to the appropriate Taxing Districts affected by the Redevelopment Project as provided in the TIF Act. In lieu of collecting and paying any Surplus EATs to the Taxing Districts, the City may elect not to bill such Taxing Districts for the amount of the Surplus EATs.

E. Certification of Base for Economic Activity Taxes. Within ninety (90) days after adoption of the Project Ordinance, the City shall use Best Efforts to provide to the Site Developer a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the Redevelopment Area for the preceding calendar year, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

F. Relocation to Redevelopment Area. If a retail establishment relocates from a location within the City to a location within the Redevelopment Area within two years of closing the original location, the Economic Activity Taxes generated by such retail establishment are hereby declared as surplus and shall be deposited in the Surplus EATs Account. The Site Developer may request a waiver of this provision for special circumstances (including, for instance, if the original location is reopened within the two-year period by the same operator as a substantially similar business, so that the result is a substantial net gain in retail sales in the City) by written request to the City, which waiver shall be granted in the sole discretion of the City. The City shall, within thirty (30) days following receipt of such request, provide either approval or rejection of such written request. The request shall be deemed approved by the City if no response is given prior to the end of such 30-day period.

Section 4.6. Obligation to Report Maximum Sales Tax Revenue. To the fullest extent permitted by law, the Owner shall use all reasonable efforts to cause any Tenant to designate sales subject to sales taxes pursuant to Chapter 144, RSMo to be reported as originating from the Redevelopment Project Area. The Owner shall cause such obligation to be a covenant running with the land and such covenant shall be enforceable as if such Tenant were originally a party to and bound by this Agreement.

Section 4.7. Special Allocation Fund. The City has established and shall maintain the Special Allocation Fund which shall contain the following separate segregated accounts, into which the following deposits shall be made: (1) Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund; (2) Economic Activity Taxes, subject to annual appropriation by the City, shall be deposited into the Economic Activity Taxes Account within the

Special Allocation Fund; (3) Surplus PILOTs received by the City shall be deposited in the Surplus PILOTs Account of the Special Allocation Fund; (4) Surplus EATs received by the City shall be deposited in the Surplus EATs Account of the Special Allocation Fund; and (5) any other amounts shall be deposited into such other accounts or sub-accounts as are required by this Agreement or as the City's financial advisor may deem appropriate in connection with the administration of the Special Allocation Fund.

Section 4.8. Disbursements from Special Allocation Fund. All disbursements from the PILOT Account and the Economic Activity Taxes Account will be made from such accounts in such order as the City shall determine. Such disbursements shall be paid out for the following purposes in the following order of priority:

1. Payment of the City SAF Administration Fee;
2. Payment of Administrative Costs;
3. Payment of any costs of the City incurred pursuant to Section 8.6 (actions contesting the Redevelopment Plan) that have not previously been reimbursed to the City by the Site Developer;
4. Payment of the actual amounts incurred by the Site Developer or reimbursed to the City by the Site Developer pursuant to Section 8.6 (actions contesting the Redevelopment Plan);
5. Payment of the actual amounts incurred by the Site Developer pursuant to Section 6.1(E) (indemnification by Site Developer);
6. Payment of the accrued interest on Site Developer's certified Reimbursable Project Costs; and
7. Payment of the principal of Site Developer's certified Reimbursable Project Costs, subject to the withholding as set forth in Section 3.4.

Section 4.9. Full Assessment.

A. Redevelopment Area. After (i) all Reimbursable Project Costs have been paid in full, or (ii) all funds in the Special Allocation Fund have been disbursed following the Completion Date, whichever occurs first, all property in the Redevelopment Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor, and the Redevelopment Area shall be free from the conditions, restrictions and provisions of: (1) the TIF Act; (2) any rules or regulations adopted pursuant to the TIF Act; (3) the Redevelopment Plan Ordinance; (4) the Redevelopment Plan; and (5) the provisions of this Agreement.

B. Completion of Redevelopment Plan. Upon the payment of all Reimbursable Project Costs, or after all TIF Revenues have been disbursed from the Special Allocation Fund following the Completion Date pursuant to Sections 99.845 and 99.850 of the TIF Act, the City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a "redevelopment area" under the TIF Act. Thereafter the rates of the Taxing Districts shall be extended and taxes levied, collected and distributed in the manner applicable in the absence of the adoption of tax increment financing.

ARTICLE V. IMPLEMENTATION OF THE REDEVELOPMENT PROJECT AND THE PLANNED DEVELOPMENT; SPECIAL DISTRICTS

Section 5.1. Redevelopment Project: Schedule, Demolition, Design and Construction.

A. Redevelopment Project Schedule and Plan of Financing. Site Developer agrees to construct or cause to be constructed the Redevelopment Project in accordance with the Redevelopment Project Schedule set out on **Exhibit D–1**. Site Developer shall not be in default for failure to comply with the Redevelopment Project Schedule caused by Excusable Delay. All costs of the Redevelopment Project shall be paid or financed by Site Developer from Private Loans or cash equity supplied by Site Developer, and Site Developer acknowledges that the City does not plan to issue bonds, notes or any other type of “obligations” (as defined in the TIF Act), or participate in the issuance by any third party of any obligations, to fund any of the Reimbursable Project Costs.

B. Construction Plan Approval. The Site Developer shall submit to the City the Construction Plans for the Redevelopment Project after approval of the Site Plan by the City. Construction Plans may be submitted in phases or stages. The Construction Plans shall incorporate the Design Standards as described in paragraph C of this Section. The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Redevelopment Project shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance bonds, labor and material payment bonds and maintenance bonds required for the Redevelopment Project. The Site Developer shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Redevelopment Plan and this Agreement.

C. Design. The Site Developer shall comply with and follow the design criteria relating to public infrastructure improvements substantially as set forth in **Exhibit F–1** (the “**Redevelopment Project Design Standards**”).

D. Apportioned Costs. Certain items in the “Reimbursable Project Costs” column of the Redevelopment Project Costs Budget are allocated between “Reimbursable Project Costs” and costs which are not reimbursable from TIF Revenues. The Parties acknowledge that the City’s intention of providing TIF funding through the Redevelopment Plan is for the purpose of funding only the Public Redevelopment Project Improvements shown in the “Reimbursable Project Costs” column of the Redevelopment Project Costs Budget. As a condition to receiving certification of costs for line-items “Excavation,” “Landscape,” “General conditions & Mobilization,” and “Soft costs,” Site Developer shall cause its engineer to certify the portion of such costs which are primarily attributable to and necessary for the Public Redevelopment Project Improvements. The City’s review and approval of such costs as Reimbursable Project Costs and the certification provided by Site Developer’s engineer shall be subject to the review and certification procedures set forth in Section 3.2.

E. Construction. Absent an event of Excusable Delay, the Site Developer shall commence or cause the commencement of the construction of the Redevelopment Project and complete the Redevelopment Project in a good and workmanlike manner in accordance with the Redevelopment Project Schedule set out on **Exhibit D–1**. Upon reasonable advance notice, the Site Developer and its project team shall meet with the City to review and discuss the design and construction of the Redevelopment Project in order to enable the City to monitor the status of construction and to determine that the Redevelopment Project is being performed and completed in accordance with this Agreement. The Parties recognize and agree that market and other conditions may affect the scope of work of the

Redevelopment Project. Therefore, the scope of work within the Redevelopment Project is subject to change and/or modification, with the prior consent of the City, which shall not be unreasonably withheld.

F. Periodic Review and Reports. Until the Redevelopment Project is fully constructed, Site Developer shall provide a written report to the City on a semi-annual basis which contains the following information: the general status of the Redevelopment Project; an updated construction schedule and configuration of the Redevelopment Project; a summary of all publicly announced Tenants and developments for the Redevelopment Area; the status of current construction; a summary of pending construction; and any other relevant information which provides the City with notice about pending Tenants and the status of the development. At the request of the City after the Redevelopment Project is fully constructed, the Site Developer agrees to provide to the City a report regarding the status of the Redevelopment Project, including the information described in this paragraph.

G. Continuation and Completion. Subject to Excusable Delay, once the Site Developer has commenced construction of the Redevelopment Project, the Site Developer shall not permit cessation of work on the Redevelopment Project for a period in excess of twenty (20) consecutive days or fifty (50) days in the aggregate without prior written consent from the City.

H. Construction Contracts and Insurance. The Site Developer, or others at the direction of Site Developer, may enter into one or more construction contracts to complete the Work. Prior to the Commencement of Construction of the Work, the Site Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts required by the City and as provided in Section 6.2 and shall deliver evidence of such insurance to the City. The Site Developer shall require that the insurance required hereunder is maintained by any such contractor for the duration of the construction of the Work.

I. Prevailing Wages. The Site Developer shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Site Developer, as applicable. Site Developer shall indemnify and hold harmless the City for any damage resulting to it from failure of either the Site Developer or any contractor or subcontractor of the Site Developer to pay prevailing wages pursuant to applicable laws.

J. Competitive Bids and Other Construction Requirements. The Site Developer shall comply with all applicable State and local laws relating to the construction of the Redevelopment Project, including but not limited to all applicable laws relating to competitive bidding. The Redevelopment Plan submitted in response to the City's request for proposals is deemed to satisfy all competitive bidding requirements established by the City pursuant to the TIF Act.

K. Cooperation on Third Party Approvals. Site Developer shall obtain all approvals required by the MHTC or MoDOT and any other entities or governmental departments specified by MHTC or MoDOT, for all necessary public road improvements in MoDOT rights-of-way. The City agrees to cooperate in good faith to facilitate approval by MHTC and MoDOT and other third parties in the design, construction and approval of the Public Redevelopment Project Improvements.

L. Governmental Approvals. The City agrees to employ Best Efforts to cooperate with the Site Developer and to process and timely consider and respond to all applications for the Governmental Approvals for the Redevelopment Project as received, all in accordance with the applicable City ordinances and law of the State of Missouri.

Section 5.2. Redevelopment Project: Certificate of Substantial Completion. Promptly after substantial completion of the Redevelopment Project in accordance with the provisions of this Agreement, the Site Developer may submit a Certificate of Substantial Completion to the City for the

Redevelopment Project. Substantial completion shall mean that Site Developer has completed the Redevelopment Project, subject to the completion of punch-list and other items which are not material to the commencement of the construction and use of the Planned Development. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit G**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Site Developer with specific written objections to the status of the Redevelopment Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion or upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, the Site Developer may record the Certificate of Substantial Completion with the Greene County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Site Developer's agreements and covenants to construct the Redevelopment Project.

Section 5.3. Planned Development: Schedule, Design and Construction.

A. Schedule and Plan of Financing. The Planned Development Schedule attached as **Exhibit D-2** sets forth the projected Commencement of Construction for the Planned Development. Site Developer shall use its Best Efforts to complete the Redevelopment Project and arrange transfers to End Use Developers so that the Planned Development may commence in accordance with the Planned Development Schedule. All costs of the Planned Development shall be paid or financed by End Use Developers or other private parties from private loans or cash equity as the City does not plan to issue bonds, notes or any other type of "obligations" (as defined in the TIF Act), or participate in the issuance by any third party of any obligations, to fund any of the costs of the Planned Development.

B. Construction Plan Approval. Each End Use Developer shall submit to the City the Construction Plans for the portion of the Planned Development to be undertaken by such End Use Developer after approval of the Site Plan for such portion of the Planned Development by the City. Construction Plans may be submitted in phases or stages. The Construction Plans shall incorporate the Design Standards as described in paragraph C of this Section. The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Planned Development shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance bonds, labor and material payment bonds and maintenance bonds required for the Planned Development. End Use Developers shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Redevelopment Plan and this Agreement.

C. Design. All End Use Developers shall comply with and follow the design criteria relating to exterior improvements substantially as set forth in **Exhibit F-2** (the "**Planned Development Design Standards**"), which regulate the exterior finishes, site appearance and signage allowed for Tenants as part of all zoning and subdivision approvals in order to create an integrated, unified design for the Planned Development.

D. Construction. Once construction commences on a portion of the Planned Development, the applicable End Use Developer shall proceed to complete such construction in a good and workmanlike manner in accordance with the terms of this Agreement. Upon reasonable advance notice, the End Use Developer and its project team shall meet with the City to review and discuss the design and

construction of the applicable portion of the Planned Development in order to enable the City to monitor the status of construction and to determine that the Planned Development is being performed and completed in accordance with this Agreement. The Parties recognize and agree that market and other conditions may affect the scope of work of the Planned Development. Therefore, the scope of work within the Planned Development is subject to change and/or modification, with the prior consent of the City, which shall not be unreasonably withheld.

E. Periodic Review and Reports. Until the applicable portion of the Planned Development is fully constructed and all stores or other end uses are open for business within such portion of the Planned Development, the applicable End Use Developer shall provide a written report to the City on a semi-annual basis which contains the following information: the general status of the portion of the Planned Development; a current tenant list showing all businesses open in such portion of the Planned Development; a summary of all publicly announced stores not yet open; the status of current construction; a summary of pending construction; and any other relevant information which provides the City with notice about pending tenants and the status of such portion of the Planned Development. At the reasonable request of the City after such portion of the Planned Development is fully constructed, the End Use Developer shall provide to the City a report regarding the status of such portion of the Planned Development, including the information described in this paragraph.

F. Construction Contracts and Insurance. Each End Use Developer, or others at the direction of such End Use Developer, may enter into one or more construction contracts to complete the Work. Prior to the Commencement of Construction of the Work relating to the particular portion of the Planned Development, the End Use Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts required by the City and as provided in Section 6.2 and shall deliver evidence of such insurance to the City. Each End Use Developer shall require that the insurance required hereunder is maintained by any such contractor for the duration of the construction of the Work relating to the applicable portion of the Planned Development.

G. Prevailing Wages. Each End Use Developer shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the End Use Developer, as applicable. Each End Use Developer shall indemnify and hold harmless the City for any damage resulting to it from failure of either such End Use Developer or any contractor or subcontractor of such End Use Developer to pay prevailing wages pursuant to applicable laws.

H. Competitive Bids and Other Construction Requirements. Each End Use Developer shall comply with all applicable State and local laws relating to the construction of the applicable portion of the Planned Development, including but not limited to all applicable laws relating to competitive bidding.

I. Governmental Approvals. The City agrees to employ Best Efforts to cooperate with each End Use Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and law of the State of Missouri.

J. Rights and Obligations of End Use Developers. Unless otherwise specified in a Transferee Agreement, no End Use Developer shall have any responsibility under this Agreement relating to the Redevelopment Project or any right to reimbursement from TIF Revenues.

Section 5.4. Compliance with Laws and Requirements. The Redevelopment Project and the Planned Development shall be designed, constructed, equipped and completed in accordance with all Applicable Law and Requirements of all federal, state and local jurisdictions. Notwithstanding any provision, regulation or Ordinance to the contrary, the City Council reserves the right to review and

approve the Site Plan and any modifications to the Site Plan submitted to the City Planning and Zoning Commission for approval. In the event the City Council should elect to review and approve a Site Plan modification, it shall do so by giving the Site Developer or End Use Developer, as applicable, written notice of its intent to do so within twenty (20) days after the approval by the City Planning and Zoning Commission and shall initiate said action by motion of the City Council.

Section 5.5. Utilities and Fees. The City hereby agrees that the Site Developer and each End Use Developer shall have the right, subject to compliance with applicable City Ordinances, regulations and City code provisions, to connect any and all on-site water lines, sanitary and storm sewer lines and electric lines constructed in the Redevelopment Area to City utility lines existing at or near the perimeter of the Redevelopment Area. The City agrees that the Site Developer or End Use Developer, as applicable, shall be obligated to pay, in connection with the development of the Redevelopment Area, those normal water, sanitary and storm sewer, Building Permit, engineering, inspection, and other fees which are of general applicability for the Property.

Section 5.6. Assistance to Site Developer or End Use Developer. The City agrees to provide the Site Developer and any End Use Developer with assistance with respect to obtaining Building Permits from the City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all requests for assistance are in compliance with the City Ordinances, the Construction Plans, the Site Plan, all applicable City rules, regulations, codes and procedures, and this Agreement. The City agrees to use its Best Efforts to assist such parties to obtain the necessary permits and approvals from other governmental jurisdictions to allow ingress and egress to the Property from rights-of-way not within the City's jurisdiction and control.

Section 5.7. Prohibited Land Uses. In addition to the land use restrictions that are established pursuant to the City's zoning and subdivision regulations, unless approved in writing by the City prior to the execution of a lease or prior to the sale of land in the Redevelopment Area, the types of land uses set forth in the attached **Exhibit I** shall not occur as a primary use of any structure on the Property in the Redevelopment Area.

Section 5.8. Approved Initial Land Uses. The first use of each building or structure constructed as a part of the Planned Development after completion of such building or structure (the "Initial End Use") shall be an Approved Use, whether by qualifying as a Pre-Approved Use or by qualifying as a Specific Approved Use through the written consent of the City. Prior to commencing an Initial End Use that is not a Pre-Approved Use, the Site Developer or any End Use Developer may request approval for a Specific Approved Use by written request to the City, which approval shall be granted in the sole discretion of the City. The City shall, within thirty (30) days following receipt of such request, provide either approval of a Specific Approved Use or a rejection of such written request. The request shall be deemed approved by the City if no response is given prior to the end of such 30-day period, provided that no request describing a use prohibited under Section 5.7 shall be deemed approved by a failure of the City to respond.

Section 5.9. Surplus of TIF Revenues Generated by Uses Other Than Approved Uses. All TIF Revenues generated by or within buildings or structures (or the applicable portions thereof), the Initial End Use of which is other than an Approved Use, are hereby declared as surplus and shall be deposited in the Surplus PILOTs Account or the Surplus EATs Account, as applicable. From and after such date as the Site Developer or End Use Developer shall provide evidence to the City that the use of any such property has converted to an Approved Use, the declaration of surplus with respect to such property shall terminate.

Section 5.10. Loss of Redevelopment Area for Failure to Develop. Absent an event of Excusable Delay, in the event that the Commencement of Construction of some portion of the Planned Development does not occur by the date set for Commencement of Construction on the Planned Development Schedule attached as **Exhibit D-2**, Site Developer shall lose the right to reimbursement from TIF Revenues generated by the Redevelopment Area. In such case, the City shall have the right to commence proceedings under the TIF Act to terminate tax increment financing within the Redevelopment Area. Site Developer hereby forfeits any right to challenge such proceedings on any grounds other than providing evidence that the Commencement of Construction has in fact occurred within the required timeframe, including any Excusable Delay. The costs of such proceedings shall constitute Administrative Costs under this Agreement.

Section 5.11. Covenants, Conditions and Restrictions. Any Covenants, Conditions and Restrictions (“**CC&Rs**”) shall be in compliance with the land use restrictions as set forth in Section 5.7 and the Design Standards set forth in Section 5.3.C. A copy of the CC&Rs shall be provided to the City not less than thirty (30) days prior to the anticipated date of recording with the Greene County Recorder of Deeds. The CC&Rs shall provide a list of restricted land uses as established by Section 5.7 of this Agreement. The CC&Rs shall provide that the City has the right to enforce the CC&Rs until termination of this Agreement. The form and substance of the CC&Rs shall be acceptable to the City, and the CC&Rs shall not be recorded until the City has approved the final CC&Rs in writing, which shall not be unreasonably withheld. The City must respond within (20) days after receiving a copy of the CC&Rs, and if no response is provided within such time then the CC&Rs will be deemed approved by the City. After approved by the City, CC&Rs shall be filed for recording in the Greene County Recorder of Deeds and proof of such recording shall be provided to the City. The CC&Rs may be amended, and the conditions, restrictions and requirements set forth in this paragraph with respect to the initial creation and filing of the CC&Rs shall be applicable to all amendments of the CC&Rs.

Section 5.12. Lease of Property. As restricted by this Agreement, the Owner may lease Property within the Redevelopment Area. To the extent practicable and using Best Efforts, the Owner shall insert in any such lease the following language, or language that is substantially similar to the following after being approved by the City Attorney, and shall have such lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes: Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing redevelopment area (“TIF District”) created by the City of Springfield, Missouri (the “City”) and that certain taxes generated by Tenant’s economic activities, including sales taxes, will be applied toward the costs of certain public improvements within the TIF District. Upon the request of Landlord or the City, Tenant shall forward to the City or Landlord copies of Tenant’s State of Missouri sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Tenant’s economic activities in the TIF District as the City shall require, all in the format prescribed by the City. Sales tax confidentiality shall be protected by the City as required by law. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

The Owner shall use reasonable efforts to enforce this lease provision. At the request of the City, the Owner shall provide a certification to the City confirming that the lease includes the provisions satisfying the Owner’s obligation as set forth in this Section. Failure of the Owner to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Redevelopment Project and the City’s rights of enforcement and remedies under this Agreement and the TIF Act.

Section 5.13. Community Improvement District. The Site Developer shall pursue the creation of the CID pursuant to the CID Act. The CID shall be created for the purpose of providing CID Revenues in addition to TIF Revenues for funding portions of the Redevelopment Project shown in the “CID” column of the Redevelopment Project Costs Budget and for funding costs associated with operating and administering the CID. The Site Developer (or Owner, as applicable) shall use its Best Efforts to cause the CID to be created and to operate in accordance with the following:

A. The CID’s boundaries shall include all of the Redevelopment Area and may include additional areas necessary to ensure that all CID improvements will be located within the boundaries of the CID.

B. The CID shall be formed as a political subdivision of the State of Missouri.

C. The CID shall be authorized to impose the CID Sales Tax in an amount of one percent (1%) on taxable sales within the CID pursuant to Section 67.1545 of the CID Act.

D. The CID shall maintain accurate records of revenues received, which records shall be open to inspection by the City at all reasonable times.

E. At the minimum, the CID shall maintain its existence until the Completion Date, at which time the CID may dissolve.

F. The CID shall be formed after the Commencement Date and the CID Sales Tax shall thereby be excluded from capture as Economic Activity Taxes in accordance with the TIF Act.

Section 5.14. Actions with Respect to the CID. The City acknowledges that the Site Developer, at its sole cost and expense, intends to advance all costs necessary to design, develop and construct the CID portion of the Redevelopment Project. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of the CID portion of the Redevelopment Project. To that end, the City and the Site Developer (or Owner, as applicable) agree as follows:

A. The City and Site Developer shall use their Best Efforts and cooperate with each other in good faith in all proceedings relating to the creation of the CID, including the execution and filing of all petitions, consents, approvals, authorizations or other documents required to create the CID, provided that the Site Developer shall prepare all such petitions, consents, approvals, authorizations or other documents and the City’s involvement shall be limited to review of the same.

B. The Site Developer will cause the CID to approve and levy the CID Sales Tax, as contemplated by this Agreement.

C. The Owner shall use its Best Efforts to ensure that every retailer within the CID shall add the CID Sales Tax to the retailer’s sales price and when so added such CID Sales Tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price, all as provided for in Section 67.1545 of the CID Act.

D. The Director of the Department of Revenue for the State of Missouri shall administer and collect the CID Sales Tax pursuant to Section 67.1545.4 of the CID Act and other applicable statutes.

E. The Site Developer shall provide copies to the City of all requests submitted to the CID for reimbursement from CID Revenues.

ARTICLE VI. GENERAL COVENANTS

Section 6.1. Indemnification of the City.

A. Site Developer agrees to indemnify and hold the City, its employees, agents, independent contractors and consultants (collectively, the **“Indemnified Parties”**) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with:

1. the Site Developer’s actions and undertaking in implementation of the Redevelopment Project and this Agreement;

2. the negligence or willful misconduct of Site Developer, its employees, agents, independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Redevelopment Project; or

3. any litigation filed against the Site Developer by any shareholder of the Site Developer, or any prospective investor, prospective partner or joint venture partner, Lender, co-proposer, architect, contractor, consultant or other vendor which is not based in whole or in part upon any negligence or willful misconduct of the City or the City’s breach of this Agreement.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an **“Action”**) is initiated or made as a result of which the Site Developer may become obligated to one or more of the Indemnified Parties hereunder, any one of the Indemnified Parties shall give prompt notice to the Site Developer of the occurrence of such event, with due regard to deadlines that, if not met, would prejudice the Indemnified Parties’ practical abilities to defend against such Action. After receipt of such notice, the Site Developer may elect to defend, contest or otherwise protect the Indemnified Parties against any such Action, at the cost and expense of the Site Developer, utilizing counsel of the Site Developer’s choice. The Indemnified Parties shall assist, at Site Developer’s sole discretion, in the defense thereof. In the event of such defense against any Action by Site Developer for the City, Site Developer shall provide to the City regular periodic reports on the status of such Action. In the event that the Site Developer shall fail timely to defend, contest or otherwise protect any of the Indemnified Parties against such Action, the Indemnified Parties shall have the right to do so, and, if such defense is undertaken by the Indemnified Parties after notice to the Site Developer asserting the Site Developer’s failure to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Site Developer, including the right of the City to offset against amounts of Reimbursable Project Costs payable to the Site Developer.

C. Any one of the Indemnified Parties shall submit to the Site Developer any settlement proposal that the Indemnified Parties shall receive which may only be accepted with the approval of the Site Developer. The Site Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the Site Developer expressly assumes in writing as part of such settlement. Neither the Site Developer nor the Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

D. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

E. Indemnification provided by Site Developer to any City Indemnified Party resulting from Site Developer's implementation of the Redevelopment Project or this Agreement and which are not caused by the negligence or willful misconduct of Site Developer or employees, agents, independent contractors and consultants shall be treated as Reimbursable Project Costs and shall increase the Reimbursable Project Costs Cap on a dollar for dollar basis.

Section 6.2. Insurance.

A. Prior to the commencement of construction of any portion of the Work, the Site Developer or End Use Developer, as applicable, shall obtain or shall require that its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Site Developer or End Use Developer, as applicable, shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work.

B. The City does not represent in any way that the insurance specified herein, whether in scope, overall coverage or limits of coverage, is sufficient to protect the business or interests of the Site Developer or End Use Developer.

C. All such policies, or a certificate or certificates of the insurers that such insurance is in full force and effect, shall be provided to the City and, prior to expiration of any such policy, the Site Developer or End Use Developer, as applicable, shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the insurance so required may be provided by blanket policies now or hereafter maintained by the Site Developer or End Use Developer, as applicable, if the Site Developer or End Use Developer, as applicable, provides the City with a certificate to the effect that such coverage is substantially the same as that provided by individual policies.

D. All policies of insurance required by this Section shall become utilized as required by this Agreement.

Section 6.3. Assignment of Site Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

B. The Site Developer shall not assign any of its rights to TIF Revenue or its obligations with respect to the Redevelopment Project hereunder without the assignee first agreeing in writing to fully assume all of the Site Developer's obligations under this Agreement, and if such assignment involves the sale of real property within the Redevelopment Area, the assignee must also fully execute and deliver to the City a Transferee Agreement in the form of **Exhibit K**, attached hereto.

C. Notwithstanding the foregoing, the Site Developer may, upon written notice to the City and without obtaining the consent of the City, delegate or assign to a Lender the right to receive payments from TIF Revenues for Reimbursable Project Costs, and the City shall accept the exercise of such right by a Lender or its designee with the same force and effect as if exercised by Site Developer.

D. Notwithstanding the foregoing, the Site Developer may, upon written notice to the City and without obtaining the consent of the City, assign all of its rights hereunder to an entity created

specifically for the purpose of developing the Redevelopment Project and in which the Site Developer or one or more of its shareholders are, in good faith, expected to own or control, for the reasonably foreseeable future, not less than fifty-one percent (51%) of the total ownership interests (“Assignee”). Provided, however, such assignment shall not be effective unless such assignment is accompanied by:

1. A binding commitment from a Lender or other financial institution to provide Assignee with the financing necessary to construct the Redevelopment Project;
2. A fully executed agreement between the Site Developer and the Assignee, acceptable in form and substance to the City prior to such execution, pursuant to which Assignee assumes all of the Site Developer’s obligations hereunder with respect to the Redevelopment Project; and
3. All of the documents required by Section 2.3 with respect to Assignee.

E. Notwithstanding any other provision in this Section to the contrary, the City hereby approves the right of the Site Developer to encumber or collaterally assign its interest in this Agreement, the Property or any portion thereof, and/or the stock or other interests of a proprietary nature in Site Developer, to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, provided that the loan documents contain language approved by the City Attorney or the City’s special legal counsel which provides that –

1. no costs will be incurred by the City to assist or deal with any matters related to implementation of the Redevelopment Plan or this Agreement upon foreclosure of the Property, or any portion thereof, by the Lender, and that the Lender will fund all such costs incurred by the City in such matters, and
2. the Site Developer’s status as the developer of record under the Redevelopment Plan and this Agreement shall terminate as to Site Developer and automatically transfer to Lender or other buyer upon foreclosure by the Lender, or transfer in lieu of foreclosure. While the Lender or a buyer upon foreclosure is in possession of the Property, the City shall not certify for reimbursement any new or additional Reimbursable Project Costs, including any pending requests for certification submitted by any party which have not yet been acted upon by the City at the time of foreclosure or transfer in lieu of foreclosure, but the Lender or buyer upon foreclosure shall retain the right to receive disbursements from the Special Allocation Fund for reimbursement of previously certified Reimbursable Project Costs while Lender or buyer upon foreclosure is in possession of the Property. The City shall have the right to review and approve the designation of any subsequent developer of record after a Lender or buyer upon foreclosure.

Any encumbrance or collateral assignment for the benefit of any Lender may include the right of the holder of any such encumbrance or collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure, provided that the rights of Site Developer as the original Site Developer have been terminated as set forth in this paragraph and the original Site Developer under this Agreement has no outstanding claims against the City. Site Developer shall timely pay all outstanding loans associated with financing for the Redevelopment Project and shall not allow any fee simple interest in the Property to transfer to a Lender or third party pursuant to a mortgage or collateral assignment as authorized by this Section.

Section 6.4. Sale of Property in the Redevelopment Area.

A. City approval of transferees. No sale, transfer or other conveyance of any fee interest in the Property in the Redevelopment Area may be made without prior written notice to the City as set forth

in this Section. This restriction shall not apply to easements granted on the Property and leases of the Property.

B. Transferee Agreement. The City shall be notified by Owner in writing of the proposed sale of property in the Redevelopment Area prior to the proposed effective date of the sale, along with a copy of the instrument affecting such sale. For each proposed transferee, Owner's written notice shall be accompanied by an executed Transferee Agreement that is in substantial compliance, as determined by the City, with the form set forth in **Exhibit K**. Within **20** calendar days following receipt of the notice, accompanying documentation and the executed Transferee Agreement, the City shall countersign and accept the Transferee Agreement if such agreement conforms to the requirements of this Agreement and the form set forth in **Exhibit K**. Upon execution of a Transferee Agreement between the City and a transferee, the Owner shall be released from its obligations in this Agreement relating to the transferred property in accordance with the terms of the Transferee Agreement, with the exception of the Site Developer's obligations with respect to the Redevelopment Project (unless such obligations are assumed by the transferee in accordance with Section 6.3).

C. Transfers to tax-exempt entities or recipients of tax abatement. No sale, transfer or other conveyance of any property in the Redevelopment Area may be made to an entity that may claim exemption, or is exempt, from real property taxes for all or part of the property in the Redevelopment Area (a "**Restricted Entity**") for the earlier of (i) the time period during which tax increment financing is in effect for the Redevelopment Area or (ii) termination of this Agreement (the "**Restricted Period**") without the prior written approval of the City. In the event that Owner seeks to transfer any property in the Redevelopment Area to a Restricted Entity during the Restricted Period, such transfer may only occur upon the prior written approval of the City, which approval shall not be unreasonably withheld, and upon the prior execution of a separate agreement between the purchasing Restricted Entity and the City which provides for the annual payment of an amount equal to Payments in Lieu of Taxes which otherwise would have been paid in regard to such property by such Restricted Entity for each of the years remaining in the Restricted Period.

Section 6.5. Mutual Assistance. The City and the Owner agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 6.6. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 6.7. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of an ordinance of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 6.8. Covenants Running with Land. With the exception of the obligations with respect to the Redevelopment Project and rights with respect to reimbursement from TIF Revenues (which are reserved to the original Site Developer and its assignees in accordance with Section 6.3), the provisions of this Agreement shall be covenants running with the land and shall be enforceable for the term of this Agreement against the current owner or possessor of any portion of the Redevelopment Area as if such owner or possessor thereof were originally a party to and bound by this Agreement.

ARTICLE VII. DEFAULTS AND REMEDIES

Section 7.1. Site Developer Event of Default. Subject to Section 7.7, a “**Site Developer Event of Default**” means a default in the performance of any obligation or breach of any covenant or agreement of the Site Developer in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after City has delivered to Site Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Site Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Site Developer shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 7.2. Owner Event of Default. Subject to Section 7.7, an “**Owner Event of Default**” means a default in the performance of any obligation or breach of any covenant or agreement of the Owner (including any End Use Developer) in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after City has delivered to such Owner a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Owner is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Owner shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 7.3. City Event of Default. Subject to Section 7.7, a “**City Event of Default**” means default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Agreement), and continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Site Developer or Owner, as applicable, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 7.4. Remedies Upon a Site Developer Event of Default.

A. Upon the occurrence and continuance of a Site Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to terminate and remove the Site Developer as the developer of record under the Redevelopment Plan Ordinance and the Redevelopment Plan and/or terminate this Agreement or terminate the Site Developer’s rights under this Agreement.
2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Site Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and

to recover any damages incurred by the City resulting from such Site Developer Event of Default.

B. Upon termination of this Agreement as provided in this Section, the City shall have no obligation to reimburse the Site Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Site Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Site Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Site Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.5. Remedies Upon an Owner Event of Default.

A. Upon the occurrence and continuance of an Owner Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Owner (including End Use Developers) as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Owner Event of Default.

B. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Owner shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

C. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

D. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Owner shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.6. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default, the Site Developer or Owner, as applicable, shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. If the City Event of Default relates to an obligation to the Site Developer, the Site Developer shall have the right to terminate the Site Developer's obligations under this Agreement;

2. The Site Developer or Owner, as applicable may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Site Developer or Owner, as applicable, under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Site Developer or Owner, as applicable, resulting from such City Event of Default.

B. If the Site Developer or Owner, as applicable, has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Site Developer or Owner, as applicable, then and in every case the Site Developer or Owner, as applicable, and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Site Developer or Owner, as applicable, shall continue as though no such proceeding had been instituted.

C. The exercise by the Site Developer or Owner, as applicable, of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Site Developer or Owner, as applicable, shall apply to obligations beyond those expressly waived.

D. Any delay by the Site Developer or Owner, as applicable, in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Site Developer or Owner, as applicable, of any specific default by the City shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.7. Excusable Delay. The parties understand and agree that none of the City, the Site Developer, the End Use Developer or the Owner shall be deemed to be in default of this Agreement because of an Excusable Delay. The additional time given in any circumstance for Excusable Delay shall be that amount of time during which the party claiming Excusable Delay was reasonably prevented from taking action due to such Excusable Delay.

Section 7.8. Termination by Site Developer. Site Developer may, by written notice to the City, terminate Site Developer's obligations hereunder with respect to the Redevelopment Project upon the occurrence of any of the following within the following time periods:

A. At any time, Site Developer may, by giving written notice to the City, terminate this Agreement and the Site Developer's obligations hereunder if Site Developer determines, in its sole discretion, that the Redevelopment Project and/or the Planned Development is no longer economically feasible.

B. At any time prior to the Commencement of Construction, if the Site Developer is unable to secure, to its sole satisfaction, any Governmental Approvals with respect to all or any portion of the Redevelopment Project as the Site Developer deems necessary.

C. At any time prior to substantial completion of the Redevelopment Project, litigation or any other proceeding is filed or initiated challenging the validity of or seeking to overturn the approval of the Redevelopment Plan, Redevelopment Project, Project Ordinance, the Redevelopment Plan Ordinance or this Agreement.

Notwithstanding any termination by the Site Developer, such termination shall not affect the City's obligation to reimburse the Site Developer for or to pay the principal amount of any Reimbursable Project Costs that were certified by the City prior to the date of the Site Developer's termination notice, to the extent that revenues are then available in the Special Allocation Fund on the date of such termination and are available for disbursement in accordance with this Agreement for such reimbursement, but such termination shall immediately terminate the City's obligation to pay any interest, as set forth in this Agreement, on Reimbursable Project Costs that have previously been certified by the City. In the event of termination by Site Developer in accordance with this Section, the City may immediately repeal all adopted Project Ordinances and terminate the collection of TIF Revenues in Redevelopment Areas. In no event will the City be obligated to reimburse Site Developer from any source of funds other than revenues available in the Special Allocation Fund.

Section 7.9. Termination for Failure to Commence Redevelopment Project. In the event that Commencement of Construction on the Redevelopment Project has not occurred prior to January 1, 2023 (a "**Failure to Commence**"), then the City shall have the right, at its option, to terminate this Agreement by reason thereof (a "**Failure to Commence Termination**"), in strict accordance with the procedures set forth in this section. If the City desires to proceed with a Failure to Commence Termination, the City shall issue a notice to the Site Developer expressing the City's intention to consider declaring a Failure to Commence Termination, and shall set a hearing before the City Council on a date no earlier than sixty (60) days after the date of such notice, at which Site Developer may appear to show cause why this Agreement should not be terminated for a Failure to Commence. At such hearing, Site Developer may present evidence and testimony to explain the reason for the Failure to Commence. At the conclusion of such hearing, the City Council may declare a Failure to Commence Termination if the City Council reasonably determines that the Site Developer has not been actually and in good faith seeking to achieve Commencement of Construction of the Redevelopment Project. At Site Developer's request, the City Council will consider moving into a closed meeting for portions of such hearing to the extent permitted by Chapter 610, RSMo, as amended, and shall take such other actions as are reasonably appropriate and consistent with applicable law in order to protect Site Developer's confidential information submitted in response to the notice described in this Section.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect so long as tax increment allocation financing shall apply to the Redevelopment Project Area. At the dissolution of the Redevelopment Area this Agreement shall terminate and become null and void.

Section 8.2. Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Site Developer 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 performance under this Agreement. The Site Developer further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by Site Developer.

Section 8.3. Nondiscrimination. The Owner agrees that, as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status, or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control in the Redevelopment Area.

Section 8.4. Inspections and Audits. Owner shall, upon reasonable advance notice, allow the City and the City's agents access to the Redevelopment Project and the Planned Development from time to time for reasonable inspection of the Redevelopment Project and the Planned Development. The City shall have the right at its own cost and expense to audit (either through employees of the City or a firm engaged by the City) the books and records of the Site Developer relating to the payment of Reimbursable Project Costs.

Section 8.5. Required Disclosures. The Site Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Site Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 8.6. Actions Contesting the Redevelopment Plan.

A. At any time after approval of the Redevelopment Plan Ordinance and during the effective period of this Agreement, if a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the Redevelopment Plan Ordinance and the findings therein, the Project Ordinance, or the Ordinance approving this Agreement, the Site Developer may, at its option, assume the defense of such claim or action with legal counsel selected by Site Developer (the "**Litigation Counsel**") and pay the costs and attorney's fees of such counsel. The Site Developer's choice of Litigation Counsel will be subject to approval by the City, which approval will not be unreasonably withheld. In the event that the Site Developer shall fail timely to defend, contest or otherwise protect any of the Indemnified Parties against any litigation, claim or action, the Indemnified Parties shall have the right to do so, and, if such defense is undertaken by the Indemnified Parties after notice to the Site Developer asserting the Site Developer's failure to timely defend, contest or otherwise protect against the litigation, claim or action, the cost of such defense shall be at the expense of the Site Developer.

B. Litigation Counsel will coordinate the efforts of the Parties in defense of the litigation, claim or action and provide for the defense of the Indemnified Parties, including the initial formulation of litigation strategy in consultation with the Site Developer and the City. The litigation strategy shall be subject to the mutual agreement of Site Developer and the City. The Site Developer or Litigation Counsel shall provide to the City regular periodic reports on the status of the litigation, claim or action. Litigation Counsel shall not file any pleadings, briefs and other documents in the litigation, claim or action without approval by the City, which approval will not be unreasonable withheld.

C. The Site Developer and Litigation Counsel may not settle or compromise any litigation, claim or action for which the Site Developer has assumed the defense without the prior approval of the City. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and

the Site Developer in any such proceeding relating to the litigation, claim or action; provided, the Site Developer and Litigation Counsel shall consult with the City throughout the course of any such action. In the event any of the Indemnified Parties receive a settlement proposal, the proposal shall be immediately provided to Site Developer.

D. All costs and expenses incurred by the Indemnified Parties in the assistance in the defense of the litigation, claim or action and in discussion and consideration of any settlement, or in actions required to be taken as a result of the litigation, claim or action such as response to discovery and attendance at depositions, including attorneys' fees, shall be paid by the Site Developer. All cost of any such defense, whether incurred by the City or the Site Developer, shall be deemed to be Reimbursable Project Costs and reimbursable from any amounts in the Special Allocation Fund, and such reimbursable litigation costs shall be in addition to the Reimbursable Project Costs set forth in the Redevelopment Project Costs Budget.

Section 8.7. Authorized Parties.

A. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Site Developer, the End Use Developer, or the Owner is required, or the City, the Site Developer, the End Use Developer, or the Owner is required to agree or to take some action at the request of the other party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Site Developer, the End Use Developer, or the Owner by any officer of Site Developer, the End Use Developer, or the Owner so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

B. Any action that is required by this Agreement to be performed by the City within a specified time period shall be extended for such additional reasonable time as may be necessary for the City to act or provide a response, as the case may be, in order to account for holidays, weekends, work stoppages, regular meeting schedules, meeting agendas, agenda management, delays or continuances of meetings and City staff availability. The City shall, within the time period specified in this Agreement, provide notice to Site Developer, the End Use Developer, or the Owner, as applicable, of such additional time needed to respond.

Section 8.8. No Other Agreement. The Parties agree that, as required by the TIF Act, the Plan contains estimated Redevelopment Project Costs, the anticipated sources of funds to pay for Redevelopment Project Costs, the anticipated type and term of the sources of funds to pay Reimbursable Project Costs, and the general land uses that apply to the Redevelopment Area. The Parties further agree that the Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Site Developer with respect to constructing the Redevelopment Project, the payment of Redevelopment Project Costs, Reimbursable Project Costs, Financing Costs, payments from the Special Allocation Fund, and all other methods of implementing this Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in this Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Redevelopment Plan. Nothing in this Agreement shall be deemed an amendment of the Redevelopment Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. In the event of a conflict between this Agreement and the Preliminary Funding Agreement,

the Redevelopment Plan Ordinance, the Construction Plans, the Site Plan, the Redevelopment Plan or any other document pertaining to the Redevelopment Project, this Agreement shall control.

Section 8.9. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 8.10. Missouri Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Missouri. The parties hereto agree that the appropriate venue for any dispute regarding this Agreement and the enforcement of any provision hereof is the Circuit Court of Greene County, Missouri.

Section 8.11. Notices. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

City Manager
City of Springfield
Busch Municipal Building
840 Boonville
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield
Busch Municipal Building
840 Boonville
Springfield, MO 65802

To the Site Developer:

West Sunshine Development, LLC
3800 S. Fremont Ave.
Springfield, MO 65804

With a copy to:

Husch Blackwell LLP
901 St. Louis Street, Suite 1800
Springfield, MO 65806-2548
Attn: Cory Collins

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 8.12. Counterparts. This 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 agreement.

Section 8.13. Recordation of Agreement. The Parties agree to execute and deliver a memorandum of the original of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. A memorandum of this Agreement shall be recorded by the Site Developer, and proof of recording shall be provided to the City.

Section 8.14. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld or unduly delayed.

Section 8.15. Tax Implications. The Site Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Site Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Site Developer is relying solely upon its own tax advisors in this regard.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

(SEAL)

ATTEST:

Anita Cotter, City Clerk

Notary for City of Springfield

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jason Gage, City Manager of the City of Springfield, Missouri, a city duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

WEST SUNSHINE DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

Notary for West Sunshine Development, LLC

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of West Sunshine Development, LLC, a Missouri corporation, who is personally known to me to be the same person who executed the within instrument on behalf of West Sunshine Development, LLC, and such person duly acknowledged the execution of the same to be the free act and deed of West Sunshine Development, LLC

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A

MAP OF REDEVELOPMENT AREA

MAP OF REDEVELOPMENT AREA

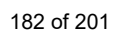


EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREA

Redevelopment Area and Redevelopment Project Area

TRACT I:

BEGINNING AT A POINT 427.87 FEET EAST OF THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 907.7 FEET TO THE NORTHEAST CORNER OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1); THENCE SOUTH ALONG THE EAST LINE OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1), 826 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 166; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 490 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE OF 90° WITH THE LAST DESCRIBED COURSE 362.65 FEET; THENCE WEST MAKING AN ANGLE OF 56°30' TO THE LEFT WITH THE LAST DESCRIBED COURSE 298.4 FEET; THENCE NORTH MAKING AN ANGLE OF 90°59' TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 794.05 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI.

TRACT II:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 427.87 FEET; THENCE SOUTH 800 FEET; THENCE WEST 427.87 FEET; THENCE NORTH TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT III:

A TRACT OF LAND LOCATED IN SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1); THENCE ALONG THE WEST LINE OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), SOUTH 00°06'27" EAST A DISTANCE OF 6.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°04'21" EAST A DISTANCE OF 675.90 FEET TO THE POINT FOR CORNER; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 413 THE FOLLOWING DESCRIBED COURSE, SOUTH 55°23'51" WEST A DISTANCE OF 299.98 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 58°40'55" WEST A DISTANCE OF 61.27 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 79°21'47" WEST A DISTANCE OF 54.75 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 57°44'32" WEST A DISTANCE OF 5.28 FEET TO A POINT FOR CORNER; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), NORTH 00°06'27" WEST A DISTANCE OF 724.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

REDEVELOPMENT PROJECT COSTS BUDGET

	Cost of the Planned Development	Redevelopment Project Costs	Reimbursable Project Costs
1. Land Acquisition Costs	\$0.00	\$1,800,000.00	\$0.00
2. Cost of Buildings	\$20,500,000.00	\$0.00	\$0.00
3. Professional Fees	\$0.00	\$150,000.00	\$150,000.00
4. Financing Fees	\$0.00	\$300,000.00	\$300,000.00
5. Parking Lot	\$0.00	\$500,000.00	\$0.00
6. Lighting	\$0.00	\$125,000.00	\$0.00
7. Signage	\$0.00	\$75,000.00	\$0.00
8. Sitework:			
a) Excavation	\$0.00	\$801,399.00	\$406,553.00
b) Landscape	\$0.00	\$77,700.00	\$25,160.00
c) Utilities	\$0.00	\$35,000.00	\$35,000.00
d) Sewer and stormwater	\$0.00	\$390,445.00	\$390,445.00
e) Water	\$0.00	\$428,128.00	\$428,128.00
f) Roadway	\$0.00	\$680,050.00	\$680,050.00
g) Demolition	\$0.00	\$102,165.00	\$102,165.00
h) General conditions & Mobilization	\$0.00	\$226,975.00	\$145,725.00
i) Soft costs	\$0.00	\$278,363.00	\$223,936.00
9. Offsite Fresh Water	\$0.00	\$303,048.00	\$303,048.00
10. Offsite Road Improvements	\$0.00	\$252,467.00	\$252,467.00
TOTAL:	\$20,500,000.00	\$6,525,740.00	\$3,442,677.00
Percentage of Total Development Costs (\$27,025,740) to Total Reimbursable Costs (\$3,442,677)			7.8%

EXHIBIT D-1

REDEVELOPMENT PROJECT SCHEDULE

Commencement of Construction
of Redevelopment Project:

No later than January 1, 2023

Substantial Completion
of Redevelopment Project:

No later than January 1, 2025

EXHIBIT D-2

PLANNED DEVELOPMENT SCHEDULE

Commencement of Construction of
Planned Development:

No later than January 1, 2024

EXHIBIT E-1

THE REDEVELOPMENT PROJECT

The Redevelopment Project consists of clean-up of the current site general waste, closure of multiple failed lagoons, removal of outdated and non-functioning prior site improvements as well as construction of all improvements on-site to provide for construction ready pad sites. Construction shall include, among other things, earthwork, streets, curbs, gutters, water detention, sidewalks and extensive utility improvements to provide fresh water to the general area as well as 3-phase power.

EXHIBIT E-2

THE PLANNED DEVELOPMENT

The Planned Development consists of the construction of new commercial buildings and related site improvements for end use as a convenience store, retail, restaurants, office space and/or service industry space, the development of which will be facilitated by the Redevelopment Project.

EXHIBIT F-1

REDEVELOPMENT PROJECT DESIGN STANDARDS

The Redevelopment Project shall be designed and constructed in accordance with the standards set out in the City of Springfield, Missouri Design Guide for Public Improvements, including the following documents:

Design Standards for Public Improvements (10/01/2019)

General Conditions & Technical Specifications for Public Improvements (10/01/2019)

Standard Drawing Details for Public Improvements (10/01/2019)

EXHIBIT F-2

PLANNED DEVELOPMENT DESIGN STANDARDS

All walls or facades of buildings that are highly visible from a public street or designated open space at full development of the Planned Development shall be finished with face brick, simulated or natural stone, cement masonry units, insulated glass, concrete panels finished with a permanent surface, textured stucco or exterior insulation and finish systems (EIFS), however, this design standard shall not be deemed to require the entire elevation to utilize such finishes (i.e. wainscots or pilasters finished with said materials may be deemed to satisfy this requirement). Concrete (tilt up or precast panel) buildings not having an exposed aggregate finish shall be integrally colored, stained or painted. Framed buildings are encouraged to utilize textured stucco or EIFS, however wood or cementitious paneling may be deemed acceptable by City.

Vinyl siding or metal wall panels are permitted only on rear elevations that are not highly visible from public streets or open space at full development of the Planned Development. Sign bands or entry elements utilizing prefinished metal flat architectural panels with no corrugation are permitted.

Materials utilized for horizontal surfaces of exterior finish elements, i.e. canopies, awnings and soffits, shall be at the discretion of the designer.

All mechanical and electrical equipment, trash refusal areas and roof-mounted equipment must be screened from public view and, when practical, located on the rear elevation of a building. Screening shall be consistent with the architecture of the building and shall be painted to match the building or roof color.

Wall-mounted equipment shall, to the greatest extent possible, be colored and placed so as not to detract from the overall aesthetic value of the Planned Development.

All electrical power distribution lines, telephone lines, cable television and other utility lines which are 13,200 volts or less, constructed by or at the direction of Site Developer or End Use Developer and installed to serve the Redevelopment Area shall be installed underground. This requirement shall not apply to lines already in service on the effective date of this agreement.

A modification of these design standards may be authorized by the City Manager, in accordance with the procedures set forth for approval of a Specific Approved Use in Section 5.8.

EXHIBIT G

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION OF WEST SUNSHINE DEVELOPMENT, LLC

The undersigned, West Sunshine Development, LLC (the “Site Developer”), pursuant to that certain Tax Increment Financing Redevelopment Agreement dated as of _____, 20__, between the City of Springfield, Missouri (the “City”) and the Site Developer (the “Agreement”), hereby certifies to the City as follows:

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

1. As of _____, 20__, the Redevelopment Project (as such term is defined in the Agreement) have been substantially completed in accordance with the Agreement.
2. The Redevelopment Project has been completed in a good and workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).
3. Lien waivers for applicable portions of the Redevelopment Project in excess of \$5,000 have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Site Developer to the City in accordance with the Agreement to evidence the Site Developer’s satisfaction of all obligations and covenants with respect to the Redevelopment Project.
6. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Site Developer prior to the end of such 30-day period), and the recordation of this Certificate with the Greene County Recorder of Deeds, shall evidence the satisfaction of the Site Developer’s agreements and covenants to construct the Redevelopment Project.

This Certificate shall be recorded in the office of the Greene County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, _____.

WEST SUNSHINE DEVELOPMENT, LLC
a Missouri limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF SPRINGFIELD, MISSOURI

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

(Insert Appendix A with architect's certificate of substantial completion)

EXHIBIT H
FORM OF
APPLICATION FOR REIMBURSABLE PROJECT COSTS

APPLICATION FOR REIMBURSABLE PROJECT COSTS

TO: City of Springfield, Missouri
Attention: Economic Development Director

Re: Brody Corners Redevelopment Project Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Tax Increment Financing Redevelopment Agreement dated as of _____, 20__ (the "Agreement") between the City of Springfield, Missouri (the "City") and West Sunshine Development, LLC (the "Site Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on *Schedule 1* hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the Redevelopment Project.

2. These Reimbursable Project Costs have been paid by the Site Developer and are reimbursable under the Redevelopment Plan and the Agreement.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Special Allocation Fund, and no part thereof has been included in any other Application previously filed with the City.

4. There has not been filed with or served upon the Site Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the Work for which this certificate relates have been issued and are in full force and effect.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. If any cost item to be reimbursed under this Application is deemed not to constitute a Redevelopment Project Cost within the meaning of the TIF Act or a Reimbursable Project Cost under the Agreement, the Site Developer shall have the right to substitute eligible Reimbursable Project Costs for payment hereunder.

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

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

10. Construction of Redevelopment Project is in compliance with the Redevelopment Project Schedule set forth in **Exhibit D-1** to the Agreement.

11. Attached hereto as *Schedule 2* is an update to the Reimbursable Project Costs Budget (in the form of Exhibit C to the Agreement) showing the current expenditures for all columns to the date of this Application.

Dated this ____ day of _____, 20____.

WEST SUNSHINE DEVELOPMENT, LLC

a Missouri limited liability company

By: _____

Name: _____

Title: _____

The costs included in this application have been approved for payment this

____ day of _____, 20__:

CITY OF SPRINGFIELD, MISSOURI

By: _____

Name: _____

Title: _____

Schedule 1

The Site Developer has incurred the following Reimbursable Project Costs:

Payee:	Amount:	Description of Reimbursable Project Costs:

The Site Developer (including any affiliates thereof) has received a total amount to date of \$ _____ in reimbursements from CID Revenues.

Schedule 2

(Attach updated Redevelopment Project Costs Budget showing costs
for all columns to date of Application)

EXHIBIT I

RESTRICTED LAND USES IN THE REDEVELOPMENT AREA

Development in the Redevelopment Area is subject to the City's Zoning Ordinance and the following uses are prohibited in the Redevelopment Area:

1. Adult Motion Picture Theater, Adult Store, Cabaret
2. Automobile / ATV / Boat sales or repair, service or leasing (sales or leasing will be permitted as long as vehicles for sale are displayed indoors)
3. Awning and canvas sales and rental as a primary use
4. Body and Fender repair and paint shops
5. Cemeteries
6. Emergency shelters
7. Go-cart tracks (permitted if indoors)
8. Household resource recovery collection centers
9. Manufactured housing (mobile home) and trailer sales, leasing and service
10. Nurseries where trees, shrubs or flowering plants are raised for commercial purposes from seed or otherwise in order to be transplanted or propagated
11. Pawn shops
12. Self service storage facilities
13. Soup kitchens
14. Swimming pool sales and displays (permitted if all displays are indoors)
15. Taxi dispatch yards and offices
16. Title loan, check cashing or pay-day loan services
17. Transitional service shelters
18. Truck stops (specifically excluding a consumer gas station and convenience store)

EXHIBIT J

DESCRIPTION OF PRE-APPROVED USES

Pre-Approved uses shall include the following uses, unless more specifically described on Exhibit I:

1. Convenience store
2. Retail store
3. Restaurant
4. Office space
5. Service industry space

EXHIBIT K

FORM OF TRANSFeree AGREEMENT

TRANSFeree AGREEMENT

(Name of Transferee)

This TRANSFeree AGREEMENT ("Transferee Agreement") is entered into this ____ day of _____, 20__, by and between the CITY OF SPRINGFIELD, MISSOURI (the "City") and _____, a _____ [limited liability company / corporation] ("Transferee").

RECITALS

A. The property to be purchased by Transferee as legally described in **Exhibit A** attached hereto (the "Transferred Property") is part of the "Redevelopment Area" described in Brody Corners Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") approved by the City pursuant to Ordinance No. _____ adopted by the City Council on _____, 20__ (the "Redevelopment Plan Ordinance").

B. The Transferred Property is subject to that certain Tax Increment Financing Redevelopment Agreement between the City and West Sunshine Development, LLC (the "Site Developer"), dated _____, 20__, and recorded in the Office of the Recorder of Deeds of Greene County, Missouri on _____, 20__, as Document No. _____ (the "Agreement"). *Capitalized terms used but not defined herein shall have the meanings given in the Agreement.*

C. The Transferee is the successor in interest to the Site Developer with respect to the Transferred Property. The Transferee will constitute [an End Use Developer (if Transferee is purchasing undeveloped property) and] an Owner under the Agreement and shall be subject to all provisions of the Agreement relating to [End Use Developers and] Owners.

D. **Section 6.4** of the Agreement requires as a condition precedent to the transfer of property within the boundaries of the Redevelopment Area (as defined in the Agreement) that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Redevelopment Plan and the Agreement relating to the Transferred Property.

E. The parties desire to enter into this Transferee Agreement in order to satisfy the condition precedent set forth in **Section 6.4** of the Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Transferee agree as follows:

1. Transferee has entered into a purchase contract with an Owner, pursuant to which Transferee will acquire the Transferred Property.

2. Transferee acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Redevelopment Plan, the Agreement and all other documents associated with the Redevelopment Plan that may be necessary for Transferee to make an informed decision regarding purchase of the Transferred Property with respect to the matters set forth in those documents and this Transferee Agreement.

3. Transferee acknowledges and agrees that its acquisition of the Transferred Property and the transfer of the Transferred Property to Transferee is subject in all respects to the Agreement, the requirements of the Redevelopment Plan, the Redevelopment Plan Ordinance, and the rights of the City pursuant to the Agreement, the TIF Act, and the Redevelopment Plan Ordinance. Transferee is aware of the use restrictions and design standards that are provided for in the Agreement and that the Transferred Property is subject to such restrictions and standards.

4. Transferee acknowledges and agrees that the Transferred Property is included in the Redevelopment Area created by the City pursuant to the Redevelopment Plan and that certain taxes generated by Transferee's economic activities will be applied toward Reimbursable Project Costs after the Redevelopment Project is activated by the City. Transferee shall forward to the City copies of Transferee's State of Missouri sales tax returns for the Transferred Property located in the Redevelopment Area when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Transferee's economic activities in the Redevelopment Area and/or as the City shall require, all in the format prescribed by the City. Transferee will set forth the obligation contained in this subparagraph in any further lease or sale contract affecting the Transferred Property, according to the requirements of Section 4.5(C) of the Agreement.

5. Transferee acknowledges that the Transferred Property will be subject to assessment for annual Payments in Lieu of Taxes ("PILOTs"). PILOTs are due on November 30 of each year and are considered delinquent if not paid by December 31 of each year. The obligation to make said PILOTs shall be a covenant running with the land and shall create a lien in favor of the City on the Transferred Property and shall be enforceable against Transferee and its successors and assigns in ownership of the Transferred Property.

6. Transferee acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the Transferred Property, PILOTs with respect to the Transferred Property shall continue and shall constitute a lien against the Transferred Property from which they are derived, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Agreement. Transferee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the property its rights, duties and obligations under the Agreement.

7. Transferee acknowledges that, for any subsequent conveyance, the City must be notified in writing of the proposed sale of the Transferred Property prior to the proposed effective date of the sale, which notification shall include a copy of the instrument affecting such sale along with a transferee agreement between the buyer and the City in the same form as this Transferee Agreement. Transferee acknowledges that its purchase and any subsequent sale of the Transferred Property will be subject to any and all rights of the City and Site Developer, as are set forth in the Agreement, the Redevelopment Plan, the Redevelopment Plan Ordinance and the TIF Act with respect to such purchaser or transferee of the Transferred Property, whether or not specifically enumerated herein.

8. Redevelopment Plan and the Agreement shall inure to and be binding upon the successors and assigns of Owner, as to the Transferred Property, including Transferee, as if they were in every case specifically named and shall be construed as a covenant running with the land and shall be enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Transferee Agreement.

9. City acknowledges that upon the full execution of this Transferee Agreement, the condition precedent set forth in **Section 6.4** of the Agreement with respect to the sale of the Transferred Property to Transferee shall be deemed satisfied.

10. With the exception of those continuing obligations imposed upon the Site Developer (if the transferring Owner is the Site Developer), Transferee and the City acknowledge that, upon the full execution of this Transferee Agreement, the transferring Owner is hereby released from all its obligations under the Agreement relating to the Transferred Property.

11. This Transferee Agreement shall be governed by the laws of the State of Missouri.

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

[TRANSFEE]

By: _____

Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

ATTEST:

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

(insert Exhibit A with legal description of transferred property)

(Space above reserved for Recorder's use)

Title of Document: Brody Corners Tax Increment Financing Redevelopment Agreement

Date of Document: _____, 20__

Grantor and Mailing Address: City of Springfield, Missouri
Busch Municipal Building
840 Boonville
Springfield, MO 65802
Attn: Economic Development Director

Grantee and Mailing Address: West Sunshine Development, LLC
3800 S. Fremont Ave.
Springfield, MO 65804

Legal Description: See **Exhibit B** attached hereto

After Recording, Return Documents To: Sarah Kerner
Busch Municipal Building
840 Boonville
Springfield, MO 65802

One-Rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 11-23-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-318

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Redevelopment Project for the Brody Corners Tax Increment
2 Financing Plan and initiating tax increment financing therein.
3 _____
4

5 WHEREAS, by adoption of Ordinance _____ on _____, 2021, the City Council
6 approved the Brody Corners Tax Increment Financing Plan ("TIF Plan") pursuant to the
7 Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865
8 of the Revised Statutes of Missouri; designated an area generally located at 5505 West
9 Sunshine in Springfield, Missouri, and generally bounded by the James River Freeway
10 and West Sunshine Street to the south, commercial development to the east, residential
11 property to the north, and undeveloped land to the west, containing approximately 26
12 acres of land, as the Redevelopment Area; declared the Redevelopment Area to be a
13 blighted area, and designated West Sunshine Development, LLC, as the developer of
14 record for the TIF Plan; and
15

16 WHEREAS, the Tax Increment Financing Commission of the City of Springfield,
17 Missouri approved Resolution 2021-01, which recommended that City Council approve
18 the Redevelopment Project by ordinance; and
19

20 WHEREAS, City Council now desires to approve the Redevelopment Project for
21 the TIF Plan and activate the collection of tax increment financing revenues within the
22 Redevelopment Project.
23

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

27 Section 1 – The area selected for the Redevelopment Project, as legally
28 described in "Exhibit A" and as depicted in "Exhibit B" of this Ordinance, both being
29 attached hereto and incorporated herein by reference, is approved as a redevelopment
30 project pursuant to the TIF Act.
31

32 Section 2 – Tax increment allocation financing is hereby adopted for taxable real
33 property in the above-described area selected for the Redevelopment Project. After the

total equalized assessed valuation of the taxable real property in the Redevelopment Project exceeds the certified total initial equalized assessed valuation of the taxable real property in the Redevelopment Project, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project shall be allocated to and, when collected, shall be paid by the Greene County Collector and the City Finance Director or other designated financial officer of the City to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Finance Director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Brody Corners Special Allocation Fund of the City for the purpose of paying Redevelopment Project costs.

Section 3 – In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the Redevelopment Project over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500, RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo., licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon, shall be allocated to and paid by the local political subdivision collecting officer to the City Finance Director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Brody Corners Special Allocation Fund.

Section 4 – The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to

80 execute and deliver for and on behalf of the City all certificates, instruments, and
81 agreements or other documents as may be necessary, desirable, convenient, or proper
82 to perform all matters authorized herein.
83

84 Section 5 – It is hereby declared to be the intention of the City Council that each
85 and every part, section and subsection of this Ordinance shall be separate and
86 severable from each and every other part, section and subsection hereof and that the
87 City Council intends to adopt each said part, section and subsection separately and
88 independently of any other part, section and subsection. In the event that any part,
89 section or subsection of this Ordinance shall be determined to be or to have been
90 unlawful or unconstitutional, the remaining parts, sections and subsections shall be and
91 remain in full force and effect, unless the court making such finding shall determine that
92 the valid portions standing alone are incomplete and are incapable of being executed in
93 accord with the legislative intent.
94

95 Section 6 – This Ordinance shall be in full force and effect from and after the date
96 of its passage and approval.
97

98 Passed at meeting: _____
99

100 _____
101 Mayor
102

103 Attest: _____, City Clerk
104

105 Filed as Ordinance: _____
106

107
108 Approved as to form: Jill Bennis, Assistant City Attorney
109

110
111 Approved for Council action: Jason A. Hage, City Manager

EXHIBIT A

Legal Description of the Redevelopment Project

TRACT I:

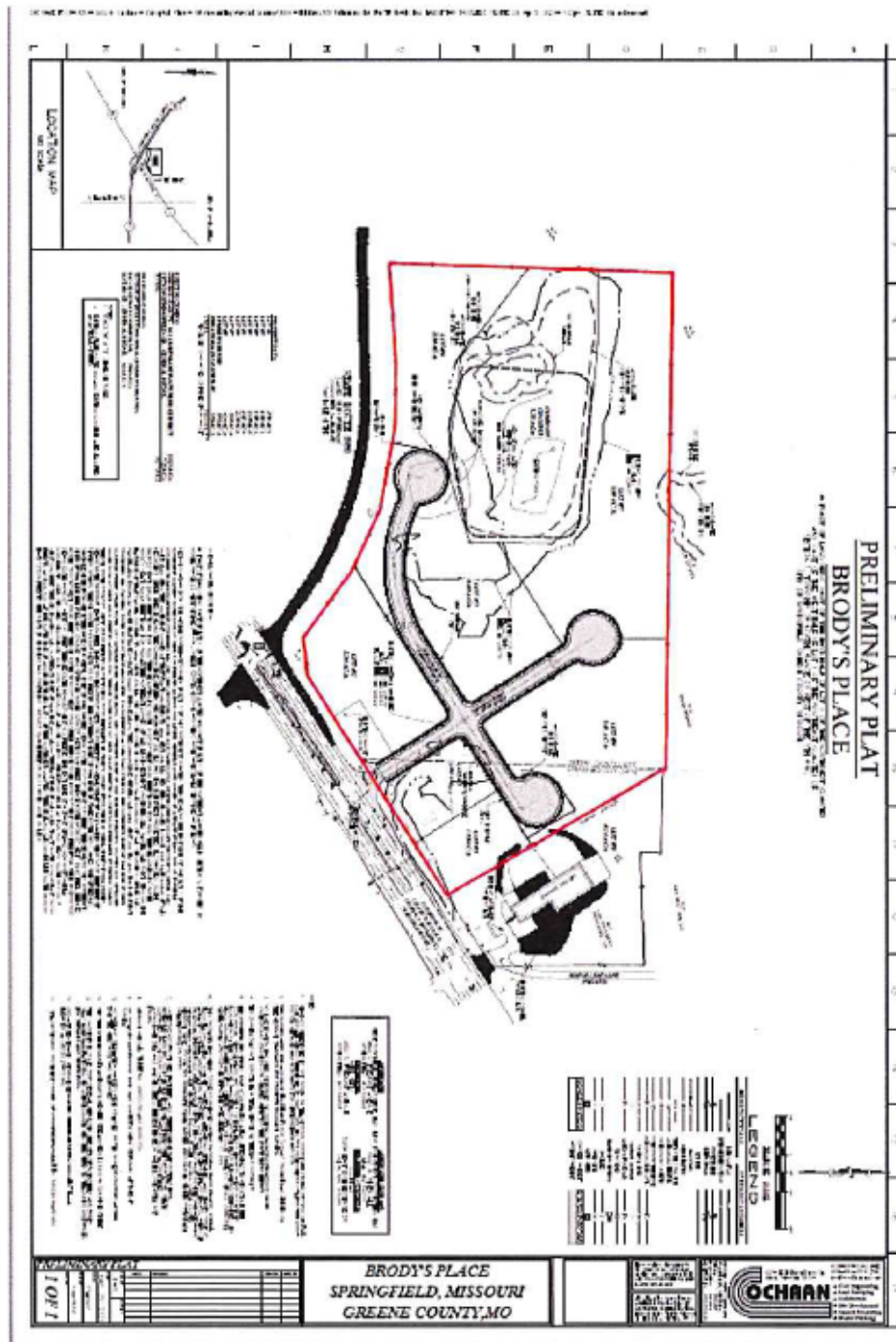
BEGINNING AT A POINT 427.87 FEET EAST OF THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 907.7 FEET TO THE NORTHEAST CORNER OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1); THENCE SOUTH ALONG THE EAST LINE OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1), 826 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 166; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 490 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE OF 90° WITH THE LAST DESCRIBED COURSE 362.65 FEET; THENCE WEST MAKING AN ANGLE OF 56°30' TO THE LEFT WITH THE LAST DESCRIBED COURSE 298.4 FEET; THENCE NORTH MAKING AN ANGLE OF 90°59' TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 794.05 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI.

TRACT II:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 427.87 FEET; THENCE SOUTH 800 FEET; THENCE WEST 427.87 FEET; THENCE NORTH TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

EXHIBIT B

Map of the Redevelopment Project



EXPLANATION TO COUNCIL BILL 2021-318

FILED 11-23-2021

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To approve and activate the collection of tax increment financing revenues within the single Redevelopment Project Area of the Brody Corners Tax Increment Financing Plan.

BACKGROUND: City Council is considering approval of the Brody Corners Tax Increment Financing Plan (the "TIF Plan") concurrently with this Council Bill. If the TIF Plan is approved, then Council will consider approval of this Bill to begin collection of TIF revenues.

The Brody Corners TIF Redevelopment Area generally located at the northwest corner of West Sunshine Street and James River Freeway (Highway 60). The TIF Plan Staff recommends

The collection of TIF revenues within the Redevelopment Project Area will remain in effect until Developer is fully reimbursed for all certified Reimbursable Project Costs, with interest as provided in the TIF Agreement, but no longer than 23 years after the date this the Redevelopment Project ordinance is approved.

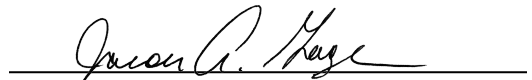
REMARKS: Staff, LCRA, and the TIF Commission recommend approval.

Submitted by:



Sarah Kerner,
Economic Development Director

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 12-02-21

Sponsored by: McClure

First Reading: _____
SUBSTITUTE 1
COUNCIL BILL 2020-098

Second Reading: _____
SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Redevelopment Project for the IDEA Commons Tax Increment
2 Financing Plan and initiating tax increment financing therein.
3
4

5 WHEREAS, by adoption of Ordinance No. 27320, City Council approved the
6 Springfield IDEA Commons Tax Increment Financing Plan ("TIF Plan") pursuant to the
7 Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865
8 of the Revised Statutes of Missouri; designated an area located generally within the
9 bounds of East Tampa Street to the north, North Boonville Avenue to the west, North
10 Robberson Avenue and the "efactory" building located at 405 North Jefferson Avenue to
11 the east, and a set of railroad tracks running parallel to and north of East Water Street
12 to the south, containing approximately 3.5 acres of land, as the Redevelopment Area;
13 declared the Redevelopment Area to be a blighted area; and designated The Vecino
14 Group, LLC, as the developer of record for the TIF Redevelopment Plan; and
15

16 WHEREAS, the Tax Increment Financing Commission of the City of Springfield,
17 Missouri, approved Resolution 2020-1 which recommended that City Council approve
18 the Redevelopment Project by ordinance; and
19

20 WHEREAS, City Council now desires to approve the Redevelopment Project for
21 the TIF Plan within a portion of the Redevelopment Area and activate the collection of
22 tax increment financing revenues within a portion of the Redevelopment Project Area.
23

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

27 Section 1 – A portion of the area selected for the Redevelopment Project
28 (hereinafter, "Redevelopment Project Area 1"), as legally described in "Exhibit A" and as
29 depicted in "Exhibit B" of this Ordinance, which exhibits are attached hereto and
30 incorporated herein by this reference, is approved as a redevelopment project pursuant
31 to the TIF Act.
32

33 Section 2 – Tax increment allocation financing is hereby adopted for taxable real
34 property in Redevelopment Project Area 1. After the total equalized assessed valuation

of the taxable real property in Redevelopment Project Area 1 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 1, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

- A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 1 shall be allocated to and, when collected, shall be paid by the Greene County Collector and the City Finance Director or other designated financial officer of the City to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for Redevelopment Project Area 1, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Finance Director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Springfield IDEA Commons Special Allocation Fund of the City for the purpose of paying Redevelopment Project costs.

Section 3 – In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 1 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500, RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo., licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon, shall be allocated to, and paid by the local political subdivision collecting officer to the City Finance Director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Springfield IDEA Commons Special Allocation Fund.

Section 4 – The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to

81 execute and deliver for and on behalf of the City all certificates, instruments, and
82 agreements or other documents as may be necessary, desirable, convenient, or proper
83 to perform all matters authorized herein.
84

85 Section 5 – It is hereby declared to be the intention of City Council that each and
86 every part, section and subsection of this Ordinance shall be separate and severable
87 from each and every other part, section and subsection hereof and that City Council
88 intends to adopt each said part, section and subsection separately and independently of
89 any other part, section and subsection. In the event that any part, section or subsection
90 of this Ordinance shall be determined to be or to have been unlawful or unconstitutional,
91 the remaining parts, sections and subsections shall be and remain in full force and
92 effect, unless the court making such finding shall determine that the valid portions
93 standing alone are incomplete and are incapable of being executed in accord with the
94 legislative intent.
95

96 Section 6 – This Ordinance shall be in full force and effect from and after the date
97 of its passage and approval.
98

99 Passed at meeting: _____
100

101 _____
102 Mayor
103

104 Attest: _____, City Clerk
105

106 Filed as Ordinance: _____
107

108
109 Approved as to form: Jill Bennis, Assistant City Attorney
110

111
112 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2020-098 SUBSTITUTE 1

FILED 12-02-21

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: Approving Redevelopment Project 1 for the IDEA Commons Tax Increment Financing Plan and initiating tax increment financing therein.

BACKGROUND INFORMATION: This Ordinance will approve Redevelopment Project 1 of the TIF Plan. It was previously anticipated that the entire TIF project would develop concurrently so the original ordinance referenced a single Redevelopment Project Area. The boundary of Redevelopment Project 1 is attached as Exhibit A (legal description) and Exhibit B (map). This Ordinance will also initiate the collection of TIF revenues within Redevelopment Project Area 1.

This Ordinance was introduced to City Council by first reading on May 12, 2020, and then tabled. The second reading and final approval occurs at a later date to maximize the collection of TIF revenues from the Redevelopment Project. Since the IDEA Commons State TIF was approved on November 23, 2021, the City is required to activate this Redevelopment Project Area 1 prior to the end of 2021 in order to capture all potential local and state TIF revenues.

REMARKS: The collection of TIF revenues within the Redevelopment Project will remain in effect until Missouri State University and the City are fully reimbursed for all certified Reimbursable Project Costs, with interest as provided in the TIF Agreement, but no longer than 23 years after the date that the Redevelopment Project ordinance is approved.

Recommended by:



Sarah Kerner, Economic Development
Director

Approved by:



Jason Gage, City Manager

EXHIBIT A

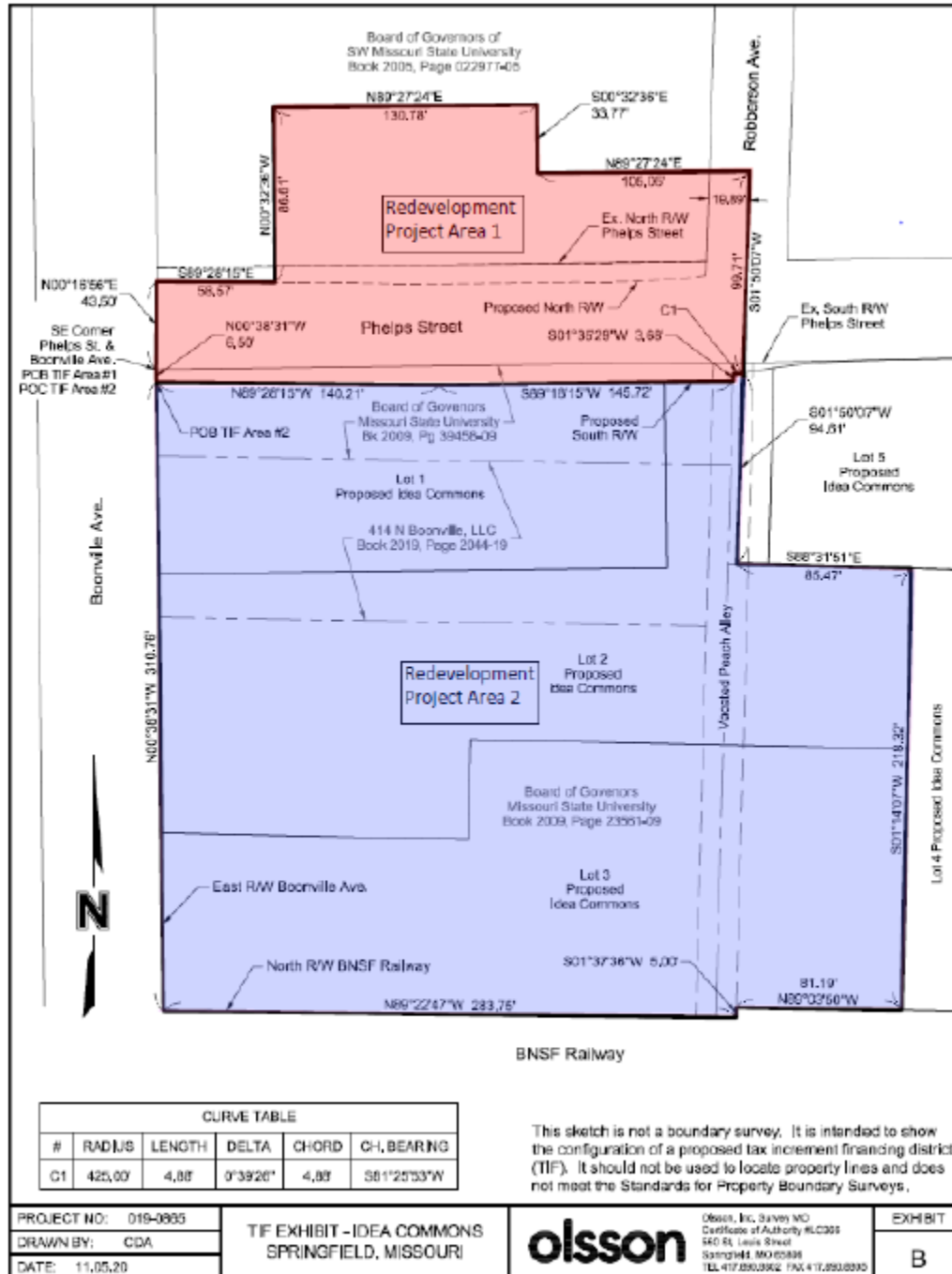
Legal Description of Redevelopment Area Project 1

A Proposed Tax Increment Financing District (TIF) being a part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 13, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, and a part of the tract of land described in Book 2005, at Page 022977-05 and a part of the existing public rights-of-way of Phelps Street and Robberson Avenue, as they now exist, being more particularly described as follows:

BEGINNING at the intersection of the South right-of-way line of said Phelps Street and East right-of-way line of said Boonville Avenue (Southeast corner); Thence North 0 Degrees 16 Minutes 56 Seconds East, a distance of 43.50 feet, to the intersection of the proposed North right-of-way line of said Phelps Street, and said existing East right-of-way line of Boonville Avenue (Northeast corner), said point being South 0 Degrees 30 Minutes 32 Seconds East, a distance of 6.51 feet from the existing Northeast corner of said Boonville Avenue and Phelps Street; Thence South 89 Degrees 28 Minutes 15 Seconds East, along said proposed North right-of-way line of said Phelps Street, a distance of 58.57 feet; Thence North 0 Degrees 32 Minutes 36 Seconds West, leaving said proposed North right-of-way line, a distance of 86.61 feet; Thence North 89 Degrees 27 Minutes 24 Seconds East, a distance of 130.78 feet; Thence South 0 Degrees 32 Minutes 36 Seconds East, a distance of 33.77 feet; Thence North 89 Degrees 27 Minutes 24 Seconds East, a distance of 85.16 feet, to a point on the West right-of-way line of said Robberson Avenue; Thence continuing North 89 Degrees 27 Minutes 24 Seconds East, into said public right-of-way of Robberson Avenue, a distance of 19.89 feet; Thence South 01 Degrees 50 Minutes 07 Seconds West, a distance of 99.71 feet, to a point on the proposed South right-of-way line of said Phelps Street which point is South 01 Degrees 50 Minutes 07 Seconds East, 5.07 feet from the existing South right-of-way line of said Phelps Street; Thence along said proposed South right-of-way line and a non-tangent curve to the left, having a radius of 425.00 feet, a central angle of 0 Degrees 39 Minutes 26 Seconds, a chord bearing South 81 Degrees 25 Minutes 53 Seconds West, an arc distance of 4.88 feet; Thence South 01 Degrees 35 Minutes 29 Seconds West, continuing along said proposed South right-of-way line, a distance of 3.68 feet; Thence South 89 Degrees 18 Minutes 15 Seconds West, continuing along said proposed South right-of-way line, a distance of 145.72 feet; Thence North 89 Degrees 28 Minutes 15 Seconds West, continuing along said proposed South right-of-way line, a distance of 140.21 feet, to a point on said East right-of-way line of Boonville Avenue; Thence North 0 Degrees 38 Minutes 31 Seconds West, leaving said proposed South right-of-way line, and along said East right-of-way line, a distance of 6.50 feet, to the **POINT OF BEGINNING**, containing 0.726 acres, more or less, subject to easements, rights-of-way and restrictions of record, all being in the City of Springfield, Greene County, Missouri, this description is not to be used for the transfer of title nor any other purpose other than for which it is being conveyed.

EXHIBIT B

Map of the Redevelopment Project



One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 12-07-21

Sponsored by: Lear

First Reading:

Second Reading:

COUNCIL BILL 2021-319

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply for and accept grant
2 funds from the Disaster Grants – Public Assistance (Presidentially
3 Declared Disasters) Missouri COVID-19 Pandemic program through
4 the Department of Homeland Security Federal Emergency
5 Management Agency, for qualifying expenditures through December
6 31, 2021, in the amount of \$4,490,000; and declaring that this bill
7 qualifies for approval in one reading.
8
9

10 WHEREAS, on March 26, 2020, the State of Missouri received a Presidential
11 declaration of a major disaster resulting from the Coronavirus Disease 2019 (“COVID-
12 19”) pandemic beginning on January 20, 2020, and continuing; and
13

14 WHEREAS, the Public Assistance Program from the Federal Emergency
15 Management Agency (“FEMA”) provides supplemental grants to state, tribal, territorial,
16 and local governments so that communities can quickly respond to and recover from
17 major disasters or emergencies; and
18

19 WHEREAS, the Springfield-Greene County Health Department has been
20 responding to the pandemic since it began in January 2020, and, through November 11,
21 2021, has incurred actual expenses of \$3,336,378, and it is estimated that another
22 \$1,153,622 will be spent by December 31, 2021, totaling \$4,490,000.
23

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

27 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
28 apply for and accept grant funds in the amount of \$4,490,000 from the Disaster Grants
29 – Public Assistance (Presidentially Declared Disasters) Missouri COVID-19 Pandemic
30 program through FEMA for qualifying expenditures through December 31, 2021, and to
31 execute documents necessary to accept the grant including the grant contract.
32

33 Section 2 – City Council hereby amends the budget for Fiscal Year 2021-2022 in
34 the accounts and in the amounts as shown on Budget Adjustment No. 035, a copy of
35 which is attached hereto and incorporated herein by this reference as “Exhibit A.”
36

37 Section 3 – City Council hereby finds that the budget adjustment made above
38 has been recommended by the City Manager and further finds that the budget
39 adjustment herein is necessary to meet the need for relevant public expenditure.
40

41 Section 4 – City Council hereby directs the City Manager to cause the
42 appropriate accounting entries to be made in the books and records of the City. In the
43 event additional funding is provided under these grants by the grantor, the Director of
44 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20
45 percent and to do all things necessary to carry out the intent of the grant.
46

47 Section 5 – City Council hereby finds and declares this Ordinance relates to
48 grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the
49 City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance
50 shall be in full force and effect from and after passage.
51

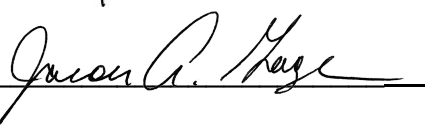
52 Passed at meeting: _____
53

54 _____
55 Mayor
56

57 Attest: _____, City Clerk
58

59 Filed as Ordinance: _____
60

61
62 Approved as to form: , Assistant City Attorney
63

64
65 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 319

FILED: 12-07-21

ORIGINATING DEPARTMENT: Health

PURPOSE: To authorize the City Manager or his designee to apply for and accept grant funds from the Disaster Grants – Public Assistance (Presidentially Declared Disasters) Missouri COVID-19 Pandemic program through the Department of Homeland Security Federal Emergency Management Agency (“FEMA”) for qualifying expenditures through December 31, 2021, in the amount of \$4,490,000.

BACKGROUND INFORMATION: On March 26, 2020, the State of Missouri received a Presidential declaration of a major disaster resulting from the Coronavirus Disease 2019 (COVID-19) pandemic beginning on January 20, 2020, and continuing. FEMA’s Public Assistance Program provides supplemental grants to state, tribal, territorial, and local governments so that communities can quickly respond to and recover from major disasters or emergencies. These are federal award monies that will be included in the City’s annual single audit under CFDA (Catalog of Federal Domestic Assistance) number 97.039.

The Springfield-Greene County Health Department has been responding to the pandemic since it began in January 2020. The department has incurred qualifying expenditures not covered by other federal or state resources in the following categories:

Activity/Expense Category	Requested Amount
Contract and temporary employees	\$500,000
COVID-19 testing	250,000
Vaccinations	157,000
Call center building rent, supplies, and equipment	36,000
Contact tracing	3,500,000
Public information	47,000
Total	\$4,490,000

Previous applications have been submitted to FEMA and are being reviewed. Upon approval it may be necessary to move expenses between the categories listed above. Subsequent applications will be submitted as long as funds are available. Actual expenses as of November 11, 2021, are \$3,336,378, and we estimate spending an additional \$1,153,622 by December 31, 2021. Qualifying expenditures are currently being reimbursed at 100%.

This ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance under City Charter Section 2.16(25).

REMARKS: The Springfield-Greene County Health Department recommends approval

of this Council bill and budget adjustment appropriating the grant funds.

Submitted by:

A handwritten signature in dark ink, appearing to read 'Katie Towns', written over a horizontal line.

Katie Towns,
Director of Health

Approved by:

A handwritten signature in dark 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
035

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22450	11	50010	416010			\$ 4,490,000	Federal Grant Revenue - FEMA
Net Revenue Adjustment						\$ 4,490,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22450	11	50010	500110			\$ 500,000	Contract & temporary employees wages
22450	11	50010	501130			250,000	Covid-19 testing
22450	11	50010	505820			157,000	Vaccinations
22450	11	50010	505820			36,000	Call center building rent, supplies & equipment
22450	11	50010	504580			3,500,000	Contact tracing
22450	11	50010	500110			47,000	Public information
Net Expenditure Adjustment						\$ 4,490,000	

Fund Balance Appropriation:

Fund	Title	Amount

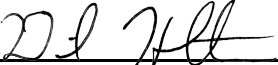
Explanation: To amend the FY2021-22 budget and appropriate funds from FEMA COVID 2019 Disaster grant through the US Department of Homeland Security Federal Emergency Management Agency (FEMA) for the COVID-19 public health emergency for the Health Department expenditures through December 31, 2021.

Requested By:



Department Head 12/08/21
Date

Approved By:



Director of Finance 12/08/21
Date

City Manager Date

Authorization:

Council Bill No. **2021-319**
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. X
P. Hrngs.
Pgs. 19
Filed: 12-07-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-320

SPECIAL ORDINANCE _____

AN 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 \$296,400 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2021-2022 budget in the amount of \$296,400 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, Special Ordinance 27528, approved by City Council on June 28, 2021, authorized the City Manager to enter into Contract #DH210049862 to accept \$197,913 for COVID-19 and Adult Vaccination Supplemental grant funds; and

WHEREAS, Special Ordinance 27590, approved by City Council on October 18, 2021, amended Special Ordinance 27528 to authorize the City Manager to accept additional funds of \$331,225 for COVID-19 and Adult Vaccination Supplemental grant funds; and

WHEREAS, the City has the opportunity, through the Springfield-Greene County Health Department (“SGCHD”), to accept additional COVID-19 and Adult Vaccination Supplemental grant funding in the amount of \$296,400 from the Missouri Department of Health and Senior Services (“DHSS”) to plan, develop, and maintain a public health workforce to increase COVID-19 adult vaccination capacity across jurisdictions, including among high-risk and underserved populations; ensure high-quality and safe administration of vaccines; incentivize vaccination; ensure equitable distribution and administration of vaccines; increase vaccine confidence through education, outreach, and partnerships; develop and implement community engagement strategies to improve vaccination efforts; and utilize immunization information systems to support efficient vaccination efforts; and

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

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

Section 1 – City Council hereby authorizes the City Manager, or his designee, to accept additional COVID-19 and Adult Vaccination Supplemental grant funds totaling \$296,400 for use by the Springfield-Greene County Health Department as set forth in “Exhibit A,” which is attached hereto and incorporated herein by this reference, and to do all things necessary to carry out the intent of the grant, including execution of the program services contract.

Section 2 – City Council hereby amends the budget of the Springfield-Greene County Health Department for Fiscal Year 2021-22 in the accounts and in the amounts as shown on Budget Adjustment No. 038, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit B.”

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

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

Section 5 – City Council hereby finds and declares this Ordinance relates to grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance _____

Approved as to form: Mary Berard, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 320

FILED: 12-07-21

ORIGINATING DEPARTMENT: Health

PURPOSE: Authorizing the City Manager, or his designee, to accept an amendment to the COVID-19 and Adult Vaccination Supplemental grant from the Missouri Department of Health and Senior Services in the amount of \$296,400 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2021-2022 budget in the amount of \$296,400 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

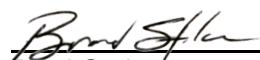
BACKGROUND INFORMATION: This amendment is for additional funding in the amount of \$296,400 through the COVID-19 and Adult Vaccination Supplemental grant. Council initially approved the original amount of \$197,913 with Special Ordinance 27528 on June 28, 2021, and later amended with Special Ordinance 27590 on October 18, 2021, to add additional grant funds of \$331,225. Additional funds are needed in the amount of \$296,400 to continue to fulfill the purposes of this grant.

The additional funding from Missouri Department of Health and Senior Services ("DHSS") will continue to be used by the Springfield-Greene County Health Department ("SGCHD") to plan, develop, and maintain a public health workforce to increase COVID-19 adult vaccination capacity across jurisdictions, including among high-risk and underserved populations; ensure high-quality and safe administration of vaccines; incentivize vaccination; ensure equitable distribution and administration of vaccines; increase vaccine confidence through education, outreach, and partnerships; develop and implement community engagement strategies to improve vaccination efforts; and utilize immunization information systems to support efficient vaccination efforts.

This budget adjustment accepts the increase in funds and budgets the amount of \$296,400 in expenditures in the SGCHD's budget for Fiscal Year 2021-2022.

As this Ordinance is for a state grant contract, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Submitted by:



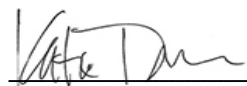
Brad Stulce,
Public Health Resource Manager

Approved by:



Jason Gage,
City Manager

Recommended by:



Katie Towns,
Director of Health

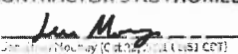
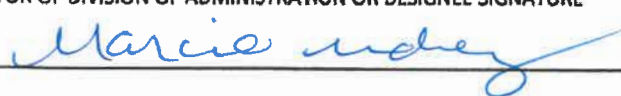

**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 49862	Contract Title: COVID-19 AND ADULT VACCINATION SUPPLEMENTAL	
Contract Start: 2/1/2021	Contract End: 1/31/2024	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH220049862		Amend #: 01

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 227 EAST CHESTNUT EXPRESSWAY	
CITY, STATE, and ZIP CODE SPRINGFIELD MO 65802	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON Travis Fisher	EMAIL ADDRESS tfisher@springfieldmo.gov
PHONE NUMBER 417.874.1297	FAX NUMBER 417.864.1638
TAXPAYER ID NUMBER (TIN) *****0268	DUNS NUMBER 006852255
CONTRACTOR'S AUTHORIZED SIGNATURE  Jonathan Mooney (Contractor's Authorized Signatory)	DATE Oct 22, 2021
PRINTED NAME Jonathan Mooney	TITLE Assistant Director of Health
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE 	DATE NOV - 5 2021

AMENDMENT #001 TO CONTRACT #DH210049862

CONTRACT TITLE: COVID-19 AND ADULT VACCINATION SUPPLEMENTAL

CONTRACT PERIOD: FEBRUARY 1, 2021 THROUGH JANUARY 31, 2024

The Department of Health and Senior Services hereby amends the above referenced contract as follows:

1. Delete Section 1.1 in its entirety and replace revised Section 1.1 as follows:
 - 1.1 The contract amount shall not exceed the Contractor's displayed funding amount on the COVID-19 Vaccine Incentive Advance Payments Table located at <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus-lpha/> for the period of February 1, 2021 through January 31, 2024.

2. Add Section 1.5 in its entirety as follows:

- 1.5 The Contractor must disclose, in a timely manner in writing to the Department and the U.S. Department of Health and Human Services Office of the Inspector General (HHS OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the Centers for Disease Control and Prevention (CDC) and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Kathy Raible, Grants Management Officer
Centers for Disease Control and Prevention
Infectious Disease Services Branch
2939 Flowers Rd, Rm 2147 MS TV-2
Atlanta GA 30341
Email: kcr8@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services Office of the Inspector General
ATTN: Mandatory Grant Disclosures,
Intake Coordinator 330 Independence Avenue, SW
Cohen Building, Room 5527 Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

3. Delete Section 4.2.3 in its entirety and replace revised Section 4.2.3 as follows:
 - 4.2.3 The Contractor should utilize the CDC Patient Safety Checklist, found at the following link: <https://www.cdc.gov/vaccines/covid-19/downloads/patient-safety-checklist-508.pdf>, at each off-site COVID-19 vaccination clinic and maintain documentation or a similar screening tool that incorporates the health questions as indicated on the CDC Patient Safety Checklist.
4. Delete Sections 4.5.3 through 4.5.3 d. in its entirety and replace revised Section 4.5.3 through 4.5.3 d. as follows:
 - 4.5.3 The Contractor shall develop and implement community engagement strategies to promote COVID-19 vaccine to all eligible populations.

The Contractor shall choose at least one option to implement:

 - a. Conduct a county level digital campaign using CDC developed materials;
 - b. Provide printed adult vaccination materials to patients;
 - c. Implement direct adult immunization mailers (postage paid); or
 - d. Develop and print LPHA specific adult immunization flyers for county healthcare providers.
5. Delete Sections 4.6 through 4.6 c. in its entirety and replace revised Section 4.6 through 4.6 c. as follows:
 - 4.6 The Contract shall use immunization information systems to support efficient COVID-19 vaccination:

The Contractor shall implement at least one of the following options:

 - a. Develop, implement, or maintain a COVID-19 immunization reminder recall system;
 - b. Develop, implement, or maintain an Electronic Medical Record; or
 - c. Develop, implement, or maintain a HL7 interface with an EMR system and ShowMeVax.
6. Add Section 4.7 as follows:
 - 4.7 The Contractor shall provide influenza vaccination efforts for underinsured and uninsured eligible adults as outlined in the Attachment F, Underinsured and Uninsured Adult Influenza Program, which is attached hereto and is incorporated by reference as if fully set forth herein.

7. Add Section 4.8 as follows:
 - 4.8 The Contractor shall provide a COVID-19 Vaccination Incentive Program as outlined in the Attachment G, COVID-19 Vaccine Incentive Program, in its entirety, which is attached hereto and is incorporated by reference as if fully set forth herein.
8. Delete Sections 6.1 through 6.1 a. in its entirety and replace revised Section 6.1 through 6.1 a. as follows:
 - 6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: Personnel (Salaries and Fringe Benefits), Travel, Software, Supplies, Printing/Marketing, Mass Vaccination (Rental space, tents, WiFi expenses, etc.), and Indirect Costs.
 - a. The Department reserves the right to pre-approve any single supply item with a unit cost over one-thousand dollars (\$1,000.00).
9. Delete Section 6.5 in its entirety.
10. Delete Section 10 in its entirety and replace with revised Section 10 as follows:
 - 10. DOCUMENT RETENTION**
 - 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
 - 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
 - 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
 - 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
 - 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. Delete Attachment D, Budget, in its entirety.
12. Add Attachment F, Underinsured and Uninsured Adult Influenza Program, in its entirety.
13. Add Attachment G, COVID-19 Vaccine Incentive Program, in its entirety.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

Underinsured and Uninsured Adult Influenza Program**1. PURPOSE**

- 1.1 The purpose of the Underinsured and Uninsured Adult Influenza Program is to provide local public health agencies with funding to support targeted influenza vaccination efforts for underinsured and uninsured eligible adults.

2. DEFINITIONS**2.1 Target Population:**

- a. Underinsured individuals, age 19 years and older, with insurance that does not cover the full cost of influenza vaccine.
- b. Uninsured individuals, age 19 and older, without health insurance.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall hold off-site and/or non-traditional vaccination clinics to administer influenza vaccine to individuals in the target population, which could include: Curbside vaccination clinics, Drive-thru vaccination clinics, and College Campus Vaccination Clinics.
- 3.1.1 If the Contractor does not administer vaccine services, then the Contractor must partner with a community organization that does administer vaccine services to the target population.
- 3.2 The Contractor shall promote influenza vaccine clinics to the target population.
- 3.3 The Contractor shall be required to document all influenza doses administered in ShowMeVax either by manual entry or an HL7 interface.

4. REPORTS

- 4.1 The Contractor shall complete and submit a line listing of clinics conducted and number of influenza vaccines administered via email to their regional immunization nurse consultant by the 15th of the month following the month.
- 4.2 The Contractor shall use ShowMeVax, a Department approved electronic health record interface, or paper forms to be emailed, to report doses administered within seven (7) calendar days. Detailed instructions for reporting will be provided to the Contractor.

COVID-19 VACCINE INCENTIVE PROGRAM**1. PURPOSE**

- 1.1 The COVID-19 Vaccination Incentive Program is an expeditious approach to incentivizing vaccine uptake beyond traditional approaches of public health action steps and to provide performance-based financial incentives for increasing COVID-19 vaccinations within local public health agency jurisdictions.

2. DEFINITIONS

- 2.1 Eligible recipients - Currently unvaccinated individuals receiving the COVID-19 vaccine.
- 2.2 COVID-19 Vaccine Incentive - An incentive to currently unvaccinated individuals and is awarded as gift cards or certificates in an amount up to, and not exceeding, \$100.00 per eligible recipient and must comply with the IP19-1901 Incentive Allowability Chart, Attachment G-1, which is attached hereto and incorporated by reference as if fully set forth herein.
- 2.3 Program Implementation Fund (PIF) – Funds to assist the Contractor in implementing the COVID-19 Vaccine Incentive Program.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall establish or enhance local jurisdiction partnerships to provide COVID-19 Vaccine Incentive Program to unvaccinated individuals to meet the desired outcome of increasing COVID-19 vaccination rates in the state of Missouri.
- 3.1.1 The Contractor shall have a formal written agreement with any entity that the Contractor partners with to administer COVID-19 vaccinations in the Contractor's jurisdiction (hereafter referred to as vaccinator partner).
- 3.2 The Contractor shall update their COVID-19 Vaccine Incentive Plan and shall submit the updated version with each subsequent request for funding. A COVID-19 Vaccine Incentive Plan template is available as Attachment G-2, which is attached hereto and incorporated by reference as if fully set forth herein.
- 3.2.1 The Contractor shall designate a staff person to handle the COVID-19 Vaccine Incentive Program and update that person on the updated COVID-19 Vaccine Incentive Plan.
- a. Within five (5) calendar days after the contract amendment is executed, the Contractor shall submit the name and contact information of the person handling the COVID-19 Vaccine Incentive program to Tanya.mcmillan@health.mo.gov and if needed, email updated name and contact information if the person changes.

COVID-19 VACCINE INCENTIVE PROGRAM

- 3.3 The Contractor shall purchase COVID-19 vaccine incentives from a vendor of their choice in conformity with allowable uses in the IP19-1901 Incentive Allowability Chart, Attachment G-1.
- 3.3.1 Within seven (7) business days of the purchase, the Contractor shall email a copy of the receipt to Tanya.mcmillan@health.mo.gov.
- 3.3.2 The Contractor shall secure the COVID-19 vaccine incentives in a secure locked location until issuance.
- 3.3.3 If the COVID-19 vaccine incentives have a redemption code on them, the redemption code must be covered at all times.
- 3.3.4 The Contractor shall be responsible for the security and tracking of COVID-19 vaccine incentives.
- 3.3.5 The Contractor is responsible for replacing any COVID-19 vaccine incentives that are lost or stolen prior to issuance to eligible recipients.
- 3.3.6 The Department is not responsible for lost or stolen COVID-19 vaccine incentives.
- 3.4 Per the approved COVID-19 Vaccine Incentive Plan, the Contractor shall issue the COVID-19 vaccine incentives to eligible recipients.
- 3.4.1 Once COVID-19 vaccine incentives are issued to eligible recipients, the Contractor shall not issue replacement COVID-19 vaccine incentives in the event the issued COVID-19 vaccine incentive(s) were lost or stolen.
- 3.4.2 Neither the Contractor nor the Department are responsible for COVID-19 vaccine incentives after issuance.
- 3.5 If the Contractor chooses to stop participation in COVID-19 Vaccine Incentive Program prior to distributing all incentives to eligible recipients, the Contractor shall then reimburse the Department the total of unused advance funds and the dollar value of any unissued incentives.
- 3.6 The Contractor shall not subcontract out the administration of this program to any outside entity.

4. REPORTS

- 4.1 The Contractor shall submit reports of vaccines administered using the ShowMeVax system in accordance with the CDC's COVID-19 Vaccine Administration and Reporting Requirements located at: <https://www.cdc.gov/vaccines/covid-19/vaccination-provider-support.html>.

COVID-19 VACCINE INCENTIVE PROGRAM

- 4.2 The Contractor shall complete and maintain records on the distribution of COVID-19 vaccine incentives using the Vaccine Incentive Log, Attachment G-3, which is attached hereto and incorporated by reference as if fully set forth herein.
- 4.2.1 No changes shall be made to the COVID-19 Vaccine Incentive Log.
- 4.2.2 A new COVID-19 Vaccine Incentive Log shall be created for each purchase of COVID-19 vaccine incentives.
- 4.2.3 Information identifying the person receiving the incentive may need to be kept confidential to meet the Protected Personally Identifiable Information (PII) requirements. In these circumstances, the Contractor is responsible for maintaining the participant's identity separately from the COVID-19 Vaccine Incentive Log.
- 4.3 The Contractor shall submit to the Department a monthly report consisting of the dollar value of cash on hand for the purchase of cards, cash value of cards issued, and the cash value of unissued vaccine incentives until all incentives have been issued. The monthly report shall be due by the fifteenth (15th) day of the month following the month in which the Contractor provided services and shall be emailed to Tanya.mcmillan@health.mo.gov.
- 4.4 The Contractor shall submit a monthly report for advanced payment funds to include the cumulative expended amount through the prior month for the PIF Advancement. The monthly report shall be due by the fifteenth (15th) day of the month following the month in which the Contractor provided services and shall be emailed to Tanya.mcmillan@health.mo.gov.
- 4.5 The Contractor shall ensure all reports are accurate, complete, and submitted on time.
- 5. BUDGET AND ALLOWABLE COSTS**
- 5.1 The Department will pay in advance to the Contractor an amount based on the approved COVID-19 Vaccination Incentive Plan to assist in the advance purchasing of vaccine incentives.
- 5.1.1 The Department will notify the Contractor of the approved amount based on the available funding.
- 5.2 The Department will pay in advance to the Contractor to administer the COVID-19 Vaccine Incentive Program funded by the PIF.
- 5.2.1 PIF shall only be used for personnel and travel expenses.

COVID-19 VACCINE INCENTIVE PROGRAM

6. INVOICING AND PAYMENT

- 6.1 The Contractor shall invoice the Department for the COVID-19 Vaccine Incentive Program using the Vendor Request for Payment form. The Department will provide the Vendor Request for Payment form to the Contractor.
- 6.1.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: CVImmyyyyA. For example of the first invoice submitted to the Department in September 2021, the invoice number would be: CVI092021A. Additional invoices for the month would end in B, C, etc.
- 6.2 The Contractor shall submit the Vendor Request for Payment Form and an updated COVID-19 Vaccine Incentive Plan as follows:

Via email to:

tanya.mcmillan@health.mo.gov

OR by fax to:

573-526-5220

IP19-1901 Incentive Allowability Chart

Item Number	Type of Incentive	Allowability	Source for Determination	Notes
1	Alcohol	No	HHS Grants Policy Statement: Section II, page 31. Also falls under GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Food (meals, snacks, etc.)' (also referenced under 'Entertainment and personal expenses')	In addition to the regulation, the appearance of having federal funds used to support such an incentive also makes this type of request unallowable.
2	Amusement/Theme park entrance	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Entertainment and personal expenses'. HHS Grants Policy Statement: Section II, page 34.	
3	Cash	No		While there is no regulation prohibiting the awarding of cash, ELC program does not support this option. Unlike gift cards or other methods that have serial numbers or other means for tracking, cash has greater potential for misuse/abuse.
4	Chain store vouchers	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
5	Commemorative items (e.g., coins, plaques, etc.)	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Entertainment and personal expenses'. HHS Grants Policy Statement: Section II, page 34.	In addition to the regulation, the appearance of having federal funds used to support such promotional materials raises concerns from a programmatic standpoint.
6	Membership Dues: Professional, club memberships, etc.	No	Programs; Section d. Attachment 2 - 'Dues' (also under 'Membership Dues')	Not allowable; including as part of registration fees
7	Fare cards (e.g., bus, train)	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
8	Food	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Food (meals, snacks, etc.)'. HHS Grants Policy Statement: Section II, page 37.	
9	Gas cards	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
10	Gift card (e.g., VISA)	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
11	Grocery store vouchers	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
12	Haircut vouchers	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
13	Lottery tickets	No	HHS Grants Policy Statement: Section II, page 35, under 'Fundraising Costs'. As most lotteries have a proportion of the generated revenue go towards public works (e.g., Education), this would constitute fundraising which is not an allowable expense.	In addition to the regulation, the appearance of having federal funds used to support such an incentive also makes this type of request unallowable.
14	Movie tickets	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Entertainment and personal expenses'. HHS Grants Policy Statement: Section II, page 34.	
15	Sporting events (e.g., baseball games, football games, etc.)	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Entertainment and personal expenses'. HHS Grants Policy Statement: Section II, page 34.	

COVID-19 Vaccine Incentive Plan
LPHA Name: Click or tap here to enter text.

1. The mechanism for distribution is as follows:

- a. ☐ For vaccines that require two doses, one \$50 gift card after receiving the first dose of the vaccine and one \$50 gift card after receiving the second dose of the vaccine.
- b. ☐ For vaccines that require only one dose, one \$100 gift card after receiving the single dose of the vaccine.

2. How many COVID-19 vaccines have been issued in the last 14 days (list the LPHA first, then vaccinator partners)?

SHOWMEVAX ID#	NAME OF ENTITY	NUMBER OF VACCINES ADMINISTERED IN LAST 14 DAYS
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.

If more than 5 vaccinating partner entities, please include a list with the above information as an attachment.

3. Where will the gift cards be purchased? Please see the IP19-1901 Incentive Allowability Chart.*

Click or tap here to enter text.

4. Identify the staff person who will oversee/monitor the COVID-19 vaccine incentive program.

Click or tap here to enter text.

- a. How will they verify that each recipient listed actually participated?
Click or tap here to enter text.
- b. How will gift cards be kept secure?
Click or tap here to enter text.

5. For subsequent requests, enter dollar value of unissued incentives.

Click or tap here to enter text.

LPHA Administrator verified: Click or tap here to enter initials and date of LPHA Admin

NOTES:

* If a business that sells alcohol/tobacco products is selected, LPHA staff must inform recipients, or partner entities who in turn inform the recipients:

- that gift card supplies are limited, and
- the second \$50 card may not be available when the recipient returns for a second dose, and
- the gift card shall not be used to purchase alcohol or tobacco products.

* When purchasing gift cards store policies must be reviewed prior to purchasing to avoid problems with expiration dates, loss of value, or other terms and conditions that could impact the value of the gift card.

*Allow at least one – two weeks for processing after submission of the plan and/or submission of invoices.

Submitted by:	Click here to enter text.	Date: Click here to enter text.
FOR DHSS USE ONLY		
Received by:	Click here to enter text.	Date: Click here to enter text.
Approved by:	Click here to enter text.	Date: Click here to enter text.

COVID-19 Vaccine Incentive Log

[illegible]

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendor-services.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 49862	State: 0% \$0.00	Federal: 100% \$529,138.00
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Contract Title: COVID-19 AND ADULT VACCINATION SUPPLEMENTAL**Contract Start:** 2/1/2021 **Contract End:** 1/31/2024 **Amend#:** 01 **Contract #:** DH220049862**Vendor Name:** SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT

CFDA: 93.268	Research and Development: N
CFDA Name:	IMMUNIZATION COOPERATIVE AGREEMENTS
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	6NH23IP922606-02
Federal Award Name:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN
Federal Award Year: 2020	DHSS #: IP922606-02M Federal Obligation: \$309,185.00

CFDA: 93.268	Research and Development: N
CFDA Name:	IMMUNIZATION COOPERATIVE AGREEMENTS
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	6NH23IP922606-02
Federal Award Name:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN
Federal Award Year: 2020	DHSS #: IP922606-02L Federal Obligation: \$207,583.00

CFDA: 93.268	Research and Development: N
CFDA Name:	IMMUNIZATION COOPERATIVE AGREEMENTS
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	6NH23IP922606-01
Federal Award Name:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN (THIS IS YEAR 01 NGA; KORTNEY MADE A MISTAKE ON SETUP AND IT WASN'T CAUGHT).LG
Federal Award Year: 2020	DHSS #: IP922606-02I Federal Obligation: \$12,370.00

* The Department will provide this information when it becomes available.

Project Description:

To support local efforts to plan develop and maintain a public health workforce to increase COVID-19 and adult vaccination capacity across jurisdictions.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
COS #2021-0871-01

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

David Holtmann

David Holtmann (Nov 3, 2021 09:21 CDT)

Director of Finance or Acting Director

Approved as to form:

Mary Bozarth

Mary Bozarth (Nov 3, 2021 10:10 CDT)

City Attorney or designee

City of Springfield, Missouri

Collin Quigley

By: Collin Quigley (Nov 3, 2021 11:31 CDT)

City Manager or his/her designee

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
038

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	406010	102989		\$ 296,400	CDC Grant COVID-19 & Adult Vaccination Supplemental (IMMZ3), additional funds for COVID & Flu Vaccine and COVID Incentive Cards
Net Revenue Adjustment						\$ 296,400	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	500110	102989		\$ 296,400	MDHSS-CDC Grant COVID-19 & Adult Vaccination Supplemental Grant Funds
Net Expenditure Adjustment						\$ 296,400	

Fund Balance Appropriation:

Fund	Title	Amount

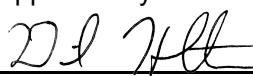
Explanation: To amend the FY2021-22 budget by appropriating \$296,400 in additional grant funds from the Department of Health & Human Services-CDC, to be used for COVID vaccine incentives and COVID & flu vaccine administration expenses.

Requested By:


Department Head

12/08/21
Date

Approved By:


Director of Finance

City Manager

12/08/21
Date

Authorization:

Council Bill No. **2021-320**
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 19 _____
Filed: 12-07-21 _____

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-321

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager or his designee to enter into a Municipal and Cost
2 Apportionment Agreement with the Missouri Highways and
3 Transportation Commission to share costs associated with adding new
4 sidewalks on Glenstone Avenue; and amending the budget of the
5 Department of Public Works for Fiscal Year 2021-2022 in the amount
6 of \$378,521 to appropriate federal Surface Transportation Block Grant-
7 Urban funds for this project.
8 _____
9

10 WHEREAS, Glenstone Avenue is under the jurisdiction of the Missouri Highways
11 and Transportation Commission ("MHTC"); and
12

13 WHEREAS, the MHTC is performing work on sidewalks along Glenstone Avenue
14 from Valley Water Mill Road to James River Freeway; and
15

16 WHEREAS, the City wishes to share in the costs of constructing new sidewalks
17 in accordance with Americans with Disabilities Act requirements along Glenstone
18 Avenue from Valley Water Mill Road to James River Freeway; and
19

20 WHEREAS, the sharing of costs and coordination of construction provides time
21 and cost savings for taxpayers; and
22

23 WHEREAS, the City will contribute fifty percent of the cost, currently estimated at
24 \$394,293, with eighty percent (\$315,434) of that amount to be funded by Surface
25 Transportation Block Grant ("STBG")-Urban funds, and the remaining twenty percent
26 (\$78,859) from the 1/8-cent Transportation Sales Tax, 1/4-cent Capital Improvement
27 Sales Tax, and Sidewalk Buyout funds, which are already budgeted; and
28

29 WHEREAS, any cost overruns or cost underruns on new sidewalks will be
30 shared equally between the MHTC and the City.
31

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

34
35 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
36 enter into a Municipal and Cost Apportionment Agreement in substantial conformity with
37 “Exhibit A” attached hereto and incorporated herein by reference.
38

39 Section 2 – The budget of the Department of Public Works for the Fiscal Year
40 2021-2022 is hereby amended in the accounts and in the amounts shown on Budget
41 Adjustment No. 036, a copy of which is attached hereto and incorporated herein by
42 reference as “Exhibit B.”
43

44 Section 3 – City Council hereby finds that the budget adjustment made above
45 has been recommended by the City Manager.
46

47 Section 4 – The City Manager is directed to cause the appropriate accounting
48 entries to be made in the books and records of the City.
49

50 Section 5 – This Ordinance shall be in full force and effect from and after
51 passage.
52

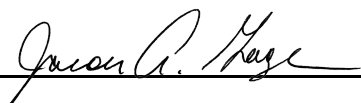
53 Passed at meeting: _____
54

55
56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

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

66
67 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-321

FILED: 12-07-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a Municipal and Cost Apportionment Agreement (“Exhibit A”) with the Missouri Highways and Transportation Commission (“MHTC”), to share costs associated with adding new sidewalks on Glenstone Avenue and amending the FY2021-2022 budget for the Department of Public Works in the amount of \$378,521 to appropriate federal Surface Transportation Block Grant (“STBG”) - Urban funds for this project.

BACKGROUND INFORMATION: This Municipal and Cost Apportionment Agreement shares the estimated \$788,586 cost for preliminary engineering, right of way acquisition and incidentals, utility relocation, project construction, and inspection associated with the new sidewalks. The City will contribute \$394,293 (50 percent) of this cost. The City’s contribution will be funded 80 percent from STBG-Urban funds (\$315,434) and 20 percent (\$78,859) from the 1/8-cent Transportation Sales Tax, the 1/4-cent Capital Improvement Sales Tax, and Sidewalk Buyout funds.

Additionally, the proposed Agreement includes language that project cost overruns or cost underruns on the new sidewalks will be shared 50/50 between the MHTC and City. For cost overruns up to \$157,717 (20% of the estimated \$788,586), the City’s 50% share (up to \$78,859) will be funded 80% by STBG-Urban funds (\$63,087) and 20% (\$15,772) by the 1/8-cent Transportation Sales Tax, the 1/4-cent Capital Improvement Sales Tax, and Sidewalk Buyout funds. This provides that up to \$378,521 (\$315,434 + \$63,087) for this project may be funded by STBG-Urban funds and this amount is being budgeted with this Council bill. The City’s 50% share of cost overruns beyond \$157,717, if any, would be funded from the 1/8-cent Transportation Sales Tax, the 1/4-cent Capital Improvement Sales Tax, and Sidewalk Buyout funds. The 1/8-cent Transportation Sales Tax funds, the 1/4-cent Capital Improvement Sales Tax funds, and the Sidewalk Buyout funds needed for this project are already budgeted.

Supports the following City Council Priorities:

- Quality of Place
- Public safety
- Economic vitality
- Fiscal sustainability

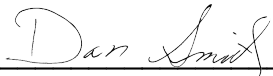
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



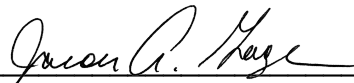
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

CCO Form: DE63
Approved: 12/17 (BDG)
Revised: 03/21 (BDG)
Modified:

Municipal and Cost Apportionment Agreement
Route: Business 65/Glenstone Avenue
County: Greene
Job No.: 8S3160

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AND COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Loop 44/Business 65/RT H (Glenstone Avenue), Greene County, Job No. 8S3160 shall consist of ADA Transition Plan, sidewalk, safety, and operational improvements.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

On LP 44/BU 65/RT H (Glenstone Avenue) from Valley Water Mill Road to US 60 (James River Freeway) in Springfield.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. 8S3160. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost is estimated to be seven million five hundred forty thousand eighty-six dollars (\$7,540,086). The total project cost will include preliminary engineering, right of way incidentals, right of way, utilities, construction and inspection. Included in this total is the cost of new sidewalks, estimated to be seven hundred eighty-eight thousand five hundred eighty-six dollars (\$788,586). The cost of new sidewalks will include preliminary engineering, right of way incidentals, right of way, utilities, construction and inspection. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof.

(B) The City will be responsible for fifty percent (50%) of the cost of new sidewalks. The current estimate of the City's responsibilities is three hundred ninety-four thousand two hundred ninety-three dollars (\$394,293). The City agrees that the Commission may program eighty percent (80%) of the City's share of its responsibilities, currently estimated to be three hundred fifteen thousand four hundred thirty-four dollars (\$315,434) from Surface Transportation Block Grant - Urban (STBG-U) funds, available in State Fiscal Year 2022, allocated by the Ozarks Transportation Organization in partial fulfillment of the City's obligation for payment for the project. The remainder of the City's contribution shall consist of the twenty percent (20%) match for the City's STBG funds, currently estimated to be seventy-eight thousand eight hundred fifty-nine dollars (\$78,859). The City shall remit a check in the amount of twelve thousand four hundred six dollars (\$12,406) to cover its share of estimated right-of-way and utility costs no later than July 31st, 2021. The City shall remit a check in the amount of sixty-six thousand four hundred fifty-three dollars (\$66,453) to cover its share of estimated construction costs no

later than five (5) days prior to the Commission's advertisement of the project for bids. Each of the checks should be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. If the City fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(C) The Commission will be responsible for obtaining the remainder of the total project costs, currently estimated at seven million one hundred forty-five thousand seven hundred ninety-three dollars (\$7,145,793). Of this amount, the Commission shall provide seven million seventy-eight thousand two hundred ninety-three dollars (\$7,078,293). For its portion of the cost of new sidewalks, the Commission will receive a credit for engineering services and right-of-way incidentals, currently estimated to be two hundred seventy thousand five hundred forty dollars (\$270,540), to be applied toward the Commission's responsibilities for this agreement through all project phases. The remainder of the Commission's responsibilities for the cost of new sidewalk will come from its Southwest District distributed funds. The additional funds currently estimated at sixty-seven thousand five hundred dollars (\$67,500) will be provided by other entities according to separate funding agreements as detailed in Exhibit B.

(D) The City and Commission shall equally share responsibility for the balance of the cost of new sidewalks in excess of seven hundred eighty-eight thousand five hundred eighty-six dollars (\$788,586), and will share cost underruns based on pro rata share of the investment. The City agrees that the Commission may program eighty percent (80%) of the City's share of its responsibility for overruns, up to a maximum of sixty-three thousand eighty-seven dollars (\$63,087) from Surface Transportation Block Grant - Urban (STBG-U) funds, allocated by the Ozarks Transportation Organization. The remainder of the City's responsibility shall consist of the twenty percent (20%) match for the City's STBG funds. Any overruns exceeding the maximum STBG allocation for overruns plus the local match shall be paid for entirely by local funds. The Commission shall be responsible for all cost overruns and will receive all cost underruns for the remainder of the project costs, subject to the terms of separate agreements.

(E) If, at the time of the letting, the lowest responsive bid for the cost of new sidewalks is higher than the estimated construction and inspection cost amount for new sidewalks, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by

the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City based on its pro rata share of the investment.

(9) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(10) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(11) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement.

(12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved,

adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(13) LIGHTING The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without

approval of the Commission.

(15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(21) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(27) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
City Manager
Jason Gage
840 Boonville Ave.
4th Floor
Springfield, MO 65802
417-864-1006

- (B) To the Commission:
Southwest District Engineer
Steve Campbell,
3025 E. Kearney St.
Springfield, MO 65803
417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(32) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(33) 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 City.

(34) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(35) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(36) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(37) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(38) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(39) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this

Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(40) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(41) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(42) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(43) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

[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 City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Chief Engineer

Deputy City Manager

ATTEST:

ATTEST:

Secretary to the Commission

City Clerk

Director of Finance

Contract Paralegal

APPROVED AS TO FORM:

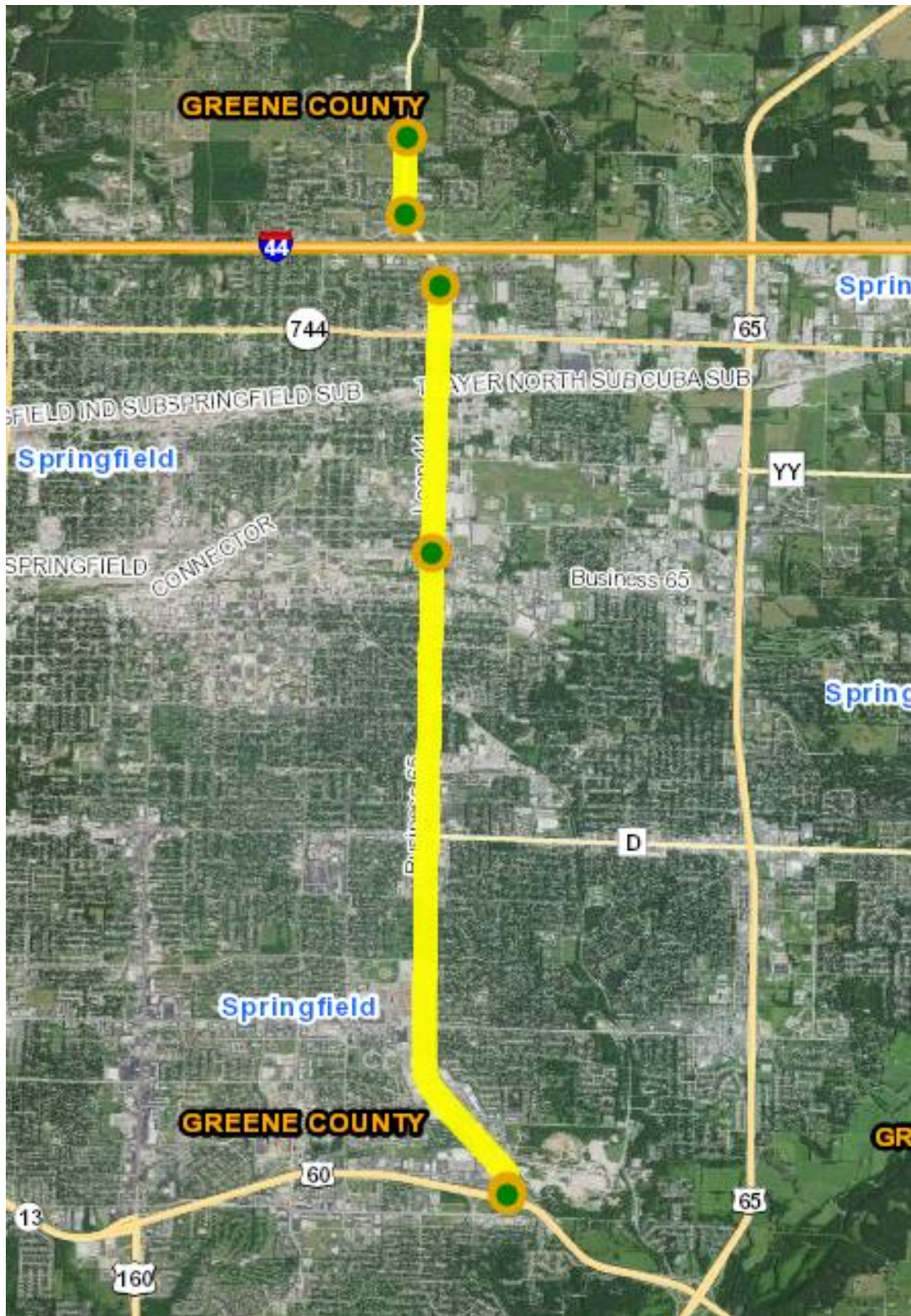
APPROVED AS TO FORM:

Commission Counsel

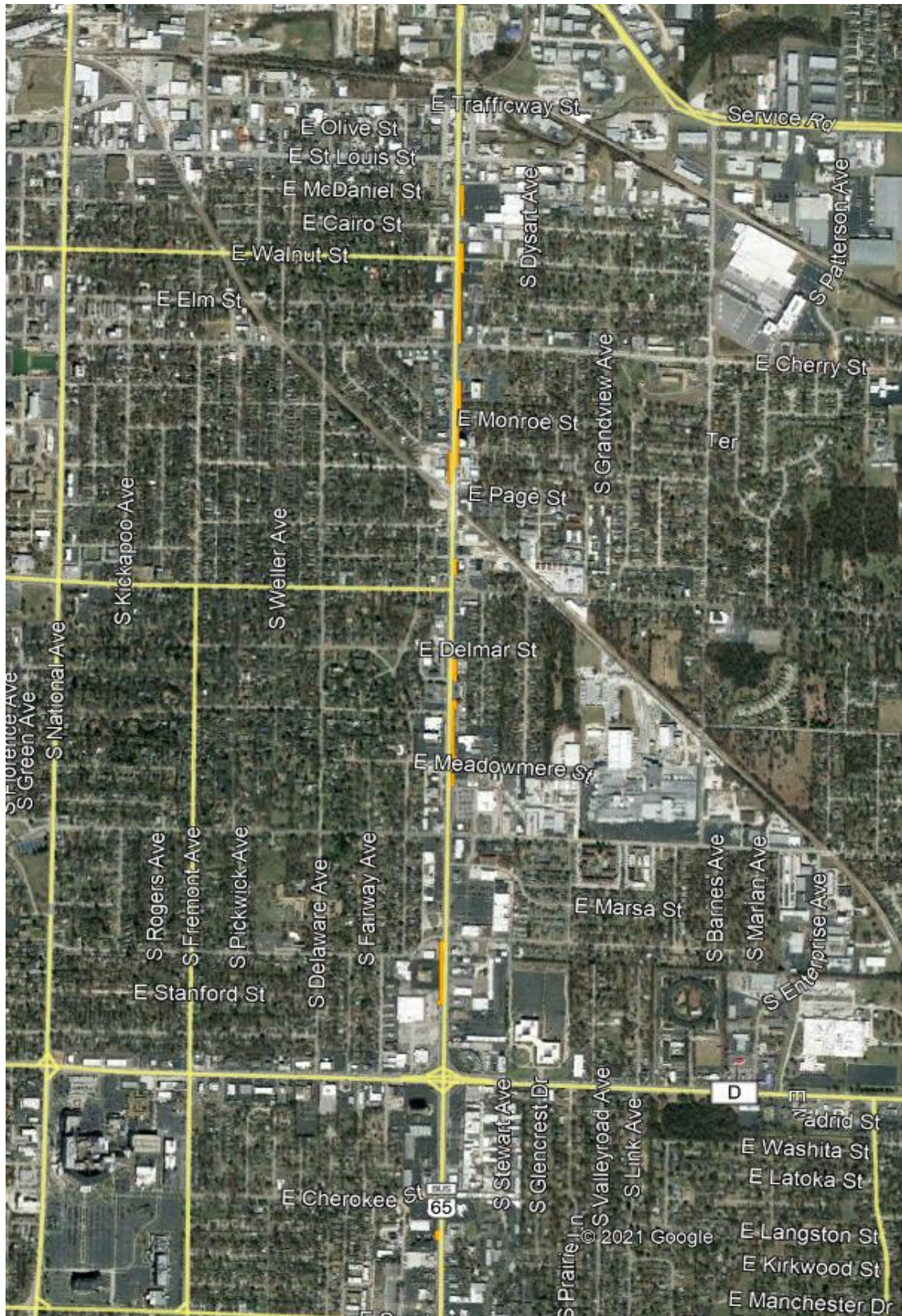
Assistant City Attorney

Ordinance Number _____

EXHIBIT A



Full project limits



Locations of new sidewalks

Exhibit B

Project Name:

Glenstone ADA, Operational, and Safety Improvements

MoDOT Job Number:

8S3160

Description:

Operational and safety improvements and upgrade sidewalk to comply with the ADA Transition Plan on Glenstone Avenue from Valley Water Mill Road to Rte. 60 (James River Freeway) in Springfield.

Project Estimate

	Original Project	New Sidewalks
Preliminary Engineering	\$ 779,000	\$ 131,000
Right-of-way	\$ 221,000	\$ 43,500
Right-of-way Incidentals	\$ 182,000	\$ 43,500
Utilities	\$ 69,000	\$ 38,000
Construction w/ Contingency	\$ 4,453,000	\$ 436,546
Bus Stop and Sidewalk Construction (CU)	\$ 67,500	\$ -
Non-contractuals	\$ -	\$ -
Inspection and Letting	\$ 980,000	\$ 96,040
Total	\$ 6,751,500	\$ 788,586
Total Project Cost	\$	7,540,086

Project Responsibilities

Preliminary Engineering	MoDOT
ROW Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities

City of Springfield Local	\$ 78,859	Total Local Share
City of Springfield STBG	\$ 315,434	\$ 394,293
		5.2%
MoDOT SW in-kind	\$ 2,211,540	Total MoDOT Share
MoDOT Allocated Funds	\$ 4,866,753	\$ 7,145,793
MoDOT FFOS (City Utilities)*	\$ 67,500	94.8%

*These funds are detailed in a separate agreement with City Utilities.

How are overruns and underruns handled?

MoDOT and the City will share equal responsibility for cost overruns for new sidewalks, and will share cost underruns equally. MoDOT will be responsible for 100% of cost overruns for the remainder of the project, and will receive all cost underruns from the same.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
036

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 378,521	Surface Transportation Block Grant (STBG) - Urban Federal Grant Funds
Net Revenue Adjustment						\$ 378,521	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	000000	00000	\$ 378,521	City Share of New Sidewalk Construction on Glenstone Avenue from Valley Water Mill Road to James River Freeway per the Municipal and Cost Apportionment Agreement with the Missouri Highways & Transportation Commission
Net Expenditure Adjustment						\$ 378,521	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating federal STBG grant funds of \$378,521 for the City's share of new sidewalks on Glenstone per the Municipal Cost and Apportionment Agreement with the Missouri Highways & Transportation Commission.

Requested By:

Dan Smith 12/08/21
Department Head Date

Approved By:

DL Hill 12/08/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-321
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 12-07-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-322

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager or his designee to enter into a Municipal and Cost
2 Apportionment Agreement with the Missouri Highways and
3 Transportation Commission to share costs associated with adding new
4 sidewalks on Kansas Expressway; and amending the budget of the
5 Department of Public Works for Fiscal Year 2021-2022 in the amount
6 of \$718,571 to appropriate federal Surface Transportation Block Grant-
7 Urban funds for this project.
8 _____
9

10 WHEREAS, Kansas Expressway is under the jurisdiction of the Missouri
11 Highways and Transportation Commission ("MHTC"); and
12

13 WHEREAS, the MHTC is performing work to upgrade pedestrian facilities to
14 comply with the Americans with Disabilities Act Transition Plan on Kansas Expressway
15 from north of Interstate 44 to James River Freeway; and
16

17 WHEREAS, the City wishes to share in the costs of constructing new sidewalks
18 in accordance with Americans with Disabilities Act requirements along Kansas
19 Expressway from north of Interstate 44 to James River Freeway; and
20

21 WHEREAS, the sharing of costs and coordination of construction provides time
22 and cost savings for taxpayers; and
23

24 WHEREAS, the City will contribute fifty percent of the cost, currently estimated at
25 \$748,512, with eighty percent (\$598,809) of that amount to be funded by Surface
26 Transportation Block Grant ("STBG")-Urban funds, and the remaining twenty percent
27 (\$149,702) from the 1/8-cent Transportation Sales Tax, 1/4-cent Capital Improvement
28 Sales Tax, and Sidewalk Buyout funds, which are already budgeted; and
29

30 WHEREAS, any cost overruns or cost underruns on new sidewalks will be
31 shared equally between the MHTC and the City.
32

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

35
36 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
37 enter into a Municipal and Cost Apportionment Agreement in substantial conformity with
38 “Exhibit A” attached hereto and incorporated herein by reference.

39
40 Section 2 – The budget of the Department of Public Works for the Fiscal Year
41 2021-2022 is hereby amended in the accounts and in the amounts shown on Budget
42 Adjustment No. 037, a copy of which is attached hereto and incorporated herein by
43 reference as “Exhibit B.”

44
45 Section 3 – City Council hereby finds that the budget adjustment made above
46 has been recommended by the City Manager.

47
48 Section 4 – The City Manager is directed to cause the appropriate accounting
49 entries to be made in the books and records of the City.

50
51 Section 5 – This Ordinance shall be in full force and effect from and after
52 passage.

53
54 Passed at meeting: _____

55
56
57 _____
58 Mayor

59
60 Attest: _____, City Clerk

61
62 Filed as Ordinance: _____

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

66
67
68 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-322

FILED: 12-07-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a Municipal and Cost Apportionment Agreement (“Exhibit A”) with the Missouri Highways and Transportation Commission (“MHTC”), to share costs associated with adding new sidewalks on Kansas Expressway and amending the FY2021-2022 budget for the Department of Public Works in the amount of \$718,571 to appropriate federal Surface Transportation Block Grant (“STBG”) - Urban funds for this project.

BACKGROUND INFORMATION: This Municipal and Cost Apportionment Agreement shares the estimated \$1,497,024 cost for preliminary engineering, right of way acquisition and incidentals, utility relocation, project construction, and inspection associated with the new sidewalks. The City will contribute \$748,512 (50 percent) of this cost. The City’s contribution will be funded 80 percent from STBG-Urban funds (\$598,809) and 20 percent (\$149,703) from the 1/8-cent Transportation Sales Tax, the 1/4-cent Capital Improvement Sales Tax, and Sidewalk Buyout funds.

Additionally, the proposed Agreement includes language that project cost overruns or cost underruns on the new sidewalks will be shared 50/50 between the MHTC and City. For cost overruns up to \$299,405 (20% of the estimated \$1,497,024), the City’s 50% share (up to \$149,702) will be funded 80% by STBG-Urban funds (\$119,762) and 20% (\$29,940) by the 1/8-cent Transportation Sales Tax, the 1/4-cent Capital Improvement Sales Tax, and Sidewalk Buyout funds. This provides that up to \$718,571 (\$598,809 + \$119,762) for this project may be funded by STBG-Urban funds and this amount is being budgeted with this Council bill. The City’s 50% share of cost overruns beyond \$299,405, if any, would be funded from the 1/8-cent Transportation Sales Tax, the 1/4-cent Capital Improvement Sales Tax, and Sidewalk Buyout funds. The 1/8-cent Transportation Sales Tax funds, the 1/4-cent Capital Improvement Sales Tax funds, and the Sidewalk Buyout funds needed for this project are already budgeted.

Supports the following City Council Priorities:

- Quality of Place
- Public safety
- Economic vitality
- Fiscal sustainability

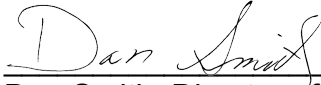
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



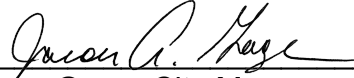
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

CCO Form: DE63
 Approved: 12/17 (BDG)
 Revised: 03/21 (BDG)
 Modified:

Municipal and Cost Apportionment Agreement
 Route: Route 13 (Kansas Expressway)
 County: Greene
 Job No.: 8S3173

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 13 (Kansas Expressway), Greene County, Job No. 8S3173 shall consist of ADA Transition Plan Improvements and new sidewalk construction.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

On Route 13 (Kansas Expressway) from I-44 to Route 60 (James River Freeway) in Springfield.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. 8S3173. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost is estimated to be five million one hundred fifty-six thousand eight hundred thirty-eight dollars (\$5,156,838). The total project cost will include preliminary engineering, right of way incidentals, right of way aquisition, utilities, construction, construction contingencies, inflation, and inspection and letting. Included in this total is the cost of new sidewalks, estimated to be one million four hundred ninety-seven thousand twenty four dollars (\$1,497,024). The cost of new sidewalks will include preliminary engineering, right of way incidentals, right of way aquisition, utilities, construction, construction contingencies, inflation, and inspection and letting. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof.

(B) The City will be responsible for fifty percent (50%) of the cost of new sidewalk. The current estimate of the City's responsibilities is seven hundred forty-eight thousand five hundred twelve dollars (\$748,512). The City agrees that the Commission may program eighty percent (80%) of the City's share of its responsibilities, currently estimated to be five hundred ninety-eight thousand eight hundred nine dollars (\$598,809) from Surface Transportation Block Grant - Urban (STBG-U) funds, allocated by the Ozarks Transportation Organization in partial fulfillment of the City's obligation for payment for the project. The remainder of the City's contribution shall consist of the twenty percent (20%) match for the City's STBG funds, currently estimated to be one hundred forty-nine thousand seven hundred three dollars (\$149,703). The City shall remit a check in the amount of nine thousand nine hundred dollars (\$9,900) to cover its share of estimated right of way and utility costs no later than five (5) days after the right of way

acquisition date is issued. The City shall remit a check in the amount of one hundred thirty-nine thousand eight hundred three dollars (\$139,803) to cover its share of estimated construction costs no later than five (5) days prior to the Commission's advertisement of the project for bids. Each of these checks should be made payable to the *Missouri Highway and Transportation Commission – Credit Local Fund*. If the City fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(C) The Commission will be responsible for fifty percent (50%) of the cost of new sidewalk. The current estimate of the Commission's responsibilities is seven hundred forty-eight thousand five hundred twelve dollars (\$748,512). For its portion of the cost of new sidewalks, the Commission will receive a credit for preliminary engineering, right-of-way incidentals, and inspection and letting, currently estimated to be five hundred thirteen thousand one hundred fifty-six dollars (\$513,156), to be applied toward the Commission's responsibilities for this agreement through all project phases. The remainder of the Commission's responsibilities for the cost of new sidewalk will come from its Southwest District distributed funds. The Commission will be responsible for the remainder of the total project costs, currently estimated at four million four hundred eight thousand three hundred twenty-six dollars (\$4,408,326).

(D) The City and Commission shall equally share responsibility for the balance of the cost of new sidewalks in excess of one million four hundred ninety-seven thousand twenty four dollars (\$1,497,024), and will share cost underruns based on pro rata share of the investment. The City agrees that the Commission may program eighty percent (80%) of the City's share of its responsibility for overruns, up to a maximum of one hundred nineteen thousand seven hundred sixty-two dollars (\$119,762) from Surface Transportation Block Grant - Urban (STBG-U) funds, allocated by the Ozarks Transportation Organization. The remainder of the City's responsibility shall consist of the twenty percent (20%) match for the City's STBG funds. Any overruns exceeding the maximum STBG allocation for overruns plus the local match shall be paid for entirely by local funds. The Commission shall be responsible for all cost overruns and will receive all cost underruns for the remainder of the project costs.

(E) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the

City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City based on its pro rata share of the investment.

(9) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(10) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(11) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement. The City shall reimburse the Commission for the actual costs incurred in the right-of-way acquisition according to the terms of this agreement.

(12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(13) LIGHTING The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or

maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(21) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(27) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
City Manager
Jason Gage
840 Boonville Ave.
4th Floor
Springfield, MO 65802
417-864-1006
- (B) To the Commission:
Southwest District Engineer
Steve Campbell,
3025 E. Kearney St.
Springfield, MO 65803
417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(32) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(33) 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 City.

(34) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(35) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(36) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(37) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(38) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(39) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this

Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(40) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(41) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(42) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(43) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

[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 City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Chief Engineer

City Manager

ATTEST:

ATTEST:

Secretary to the Commission

City Clerk

Director of Finance

Contract Paralegal

APPROVED AS TO FORM:

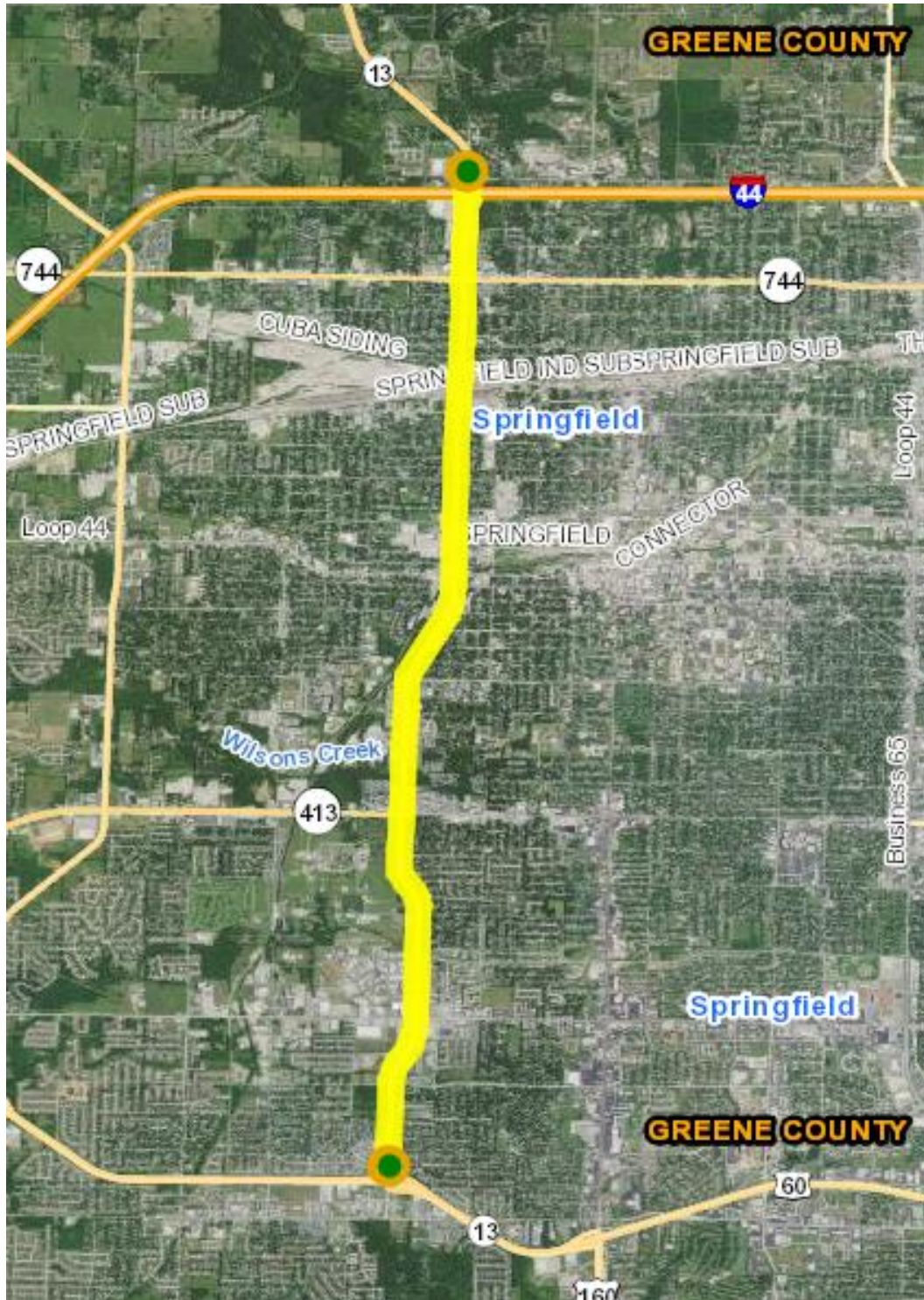
APPROVED AS TO FORM:

Commission Counsel

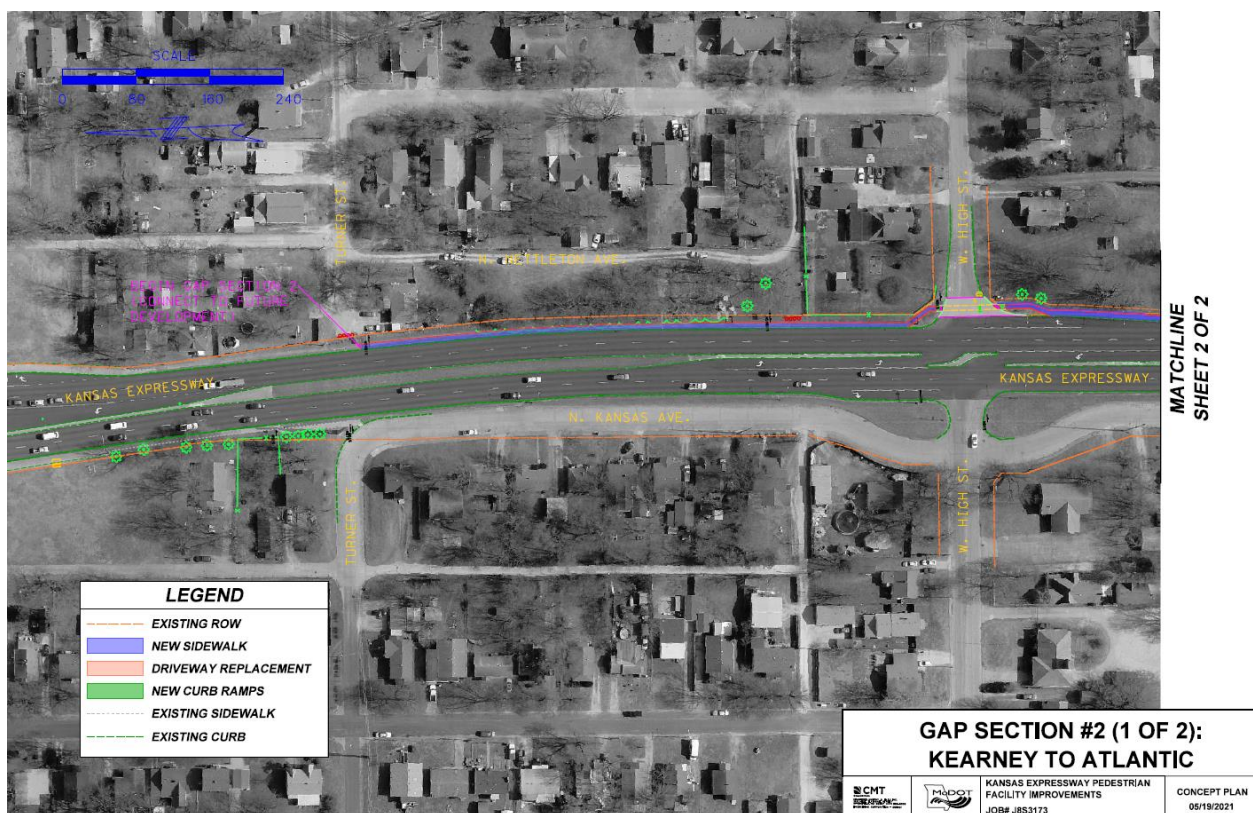
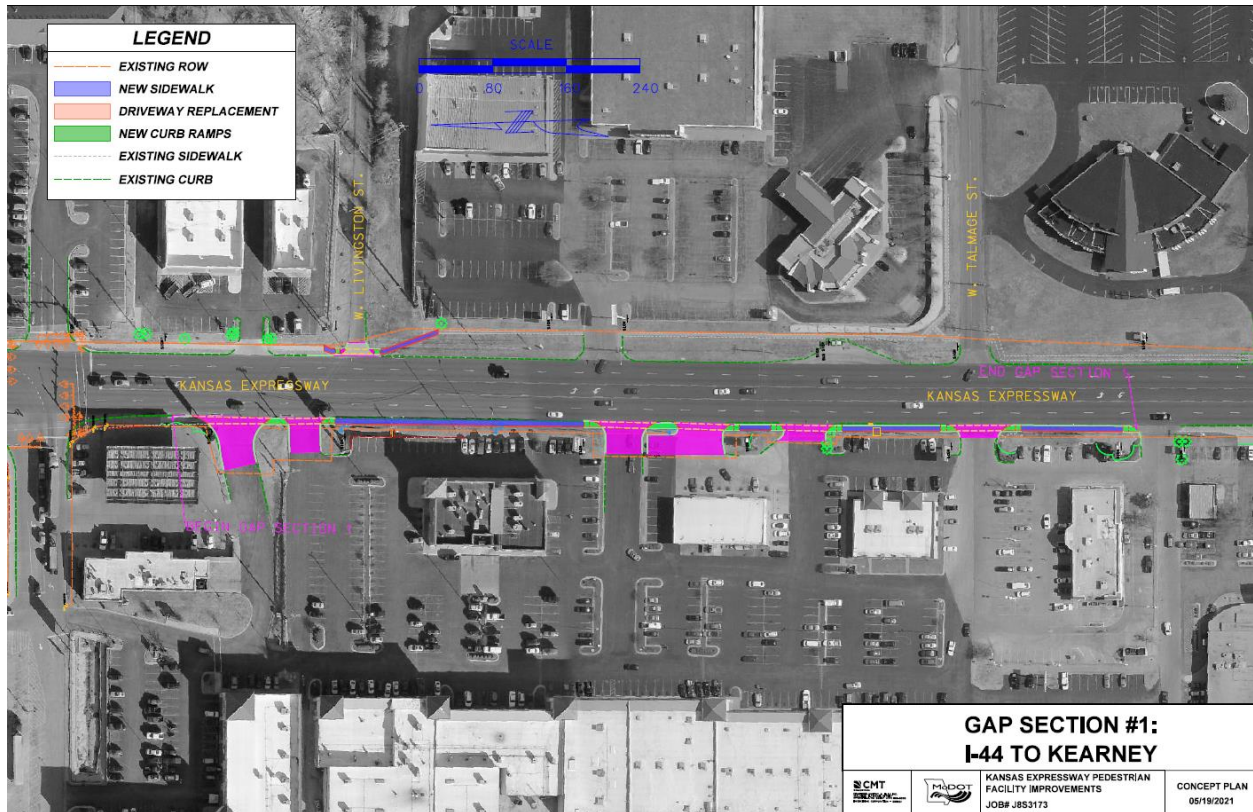
Assistant City Attorney

Ordinance Number _____

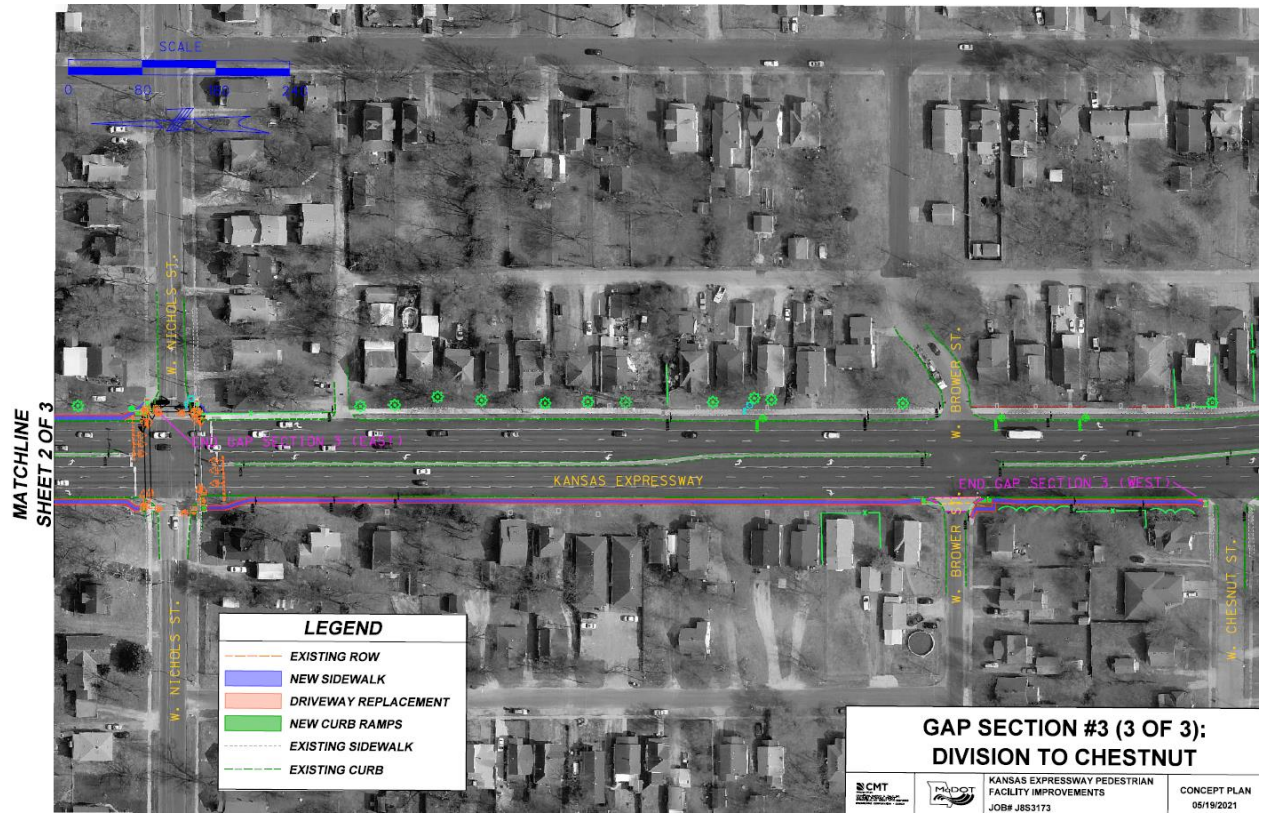
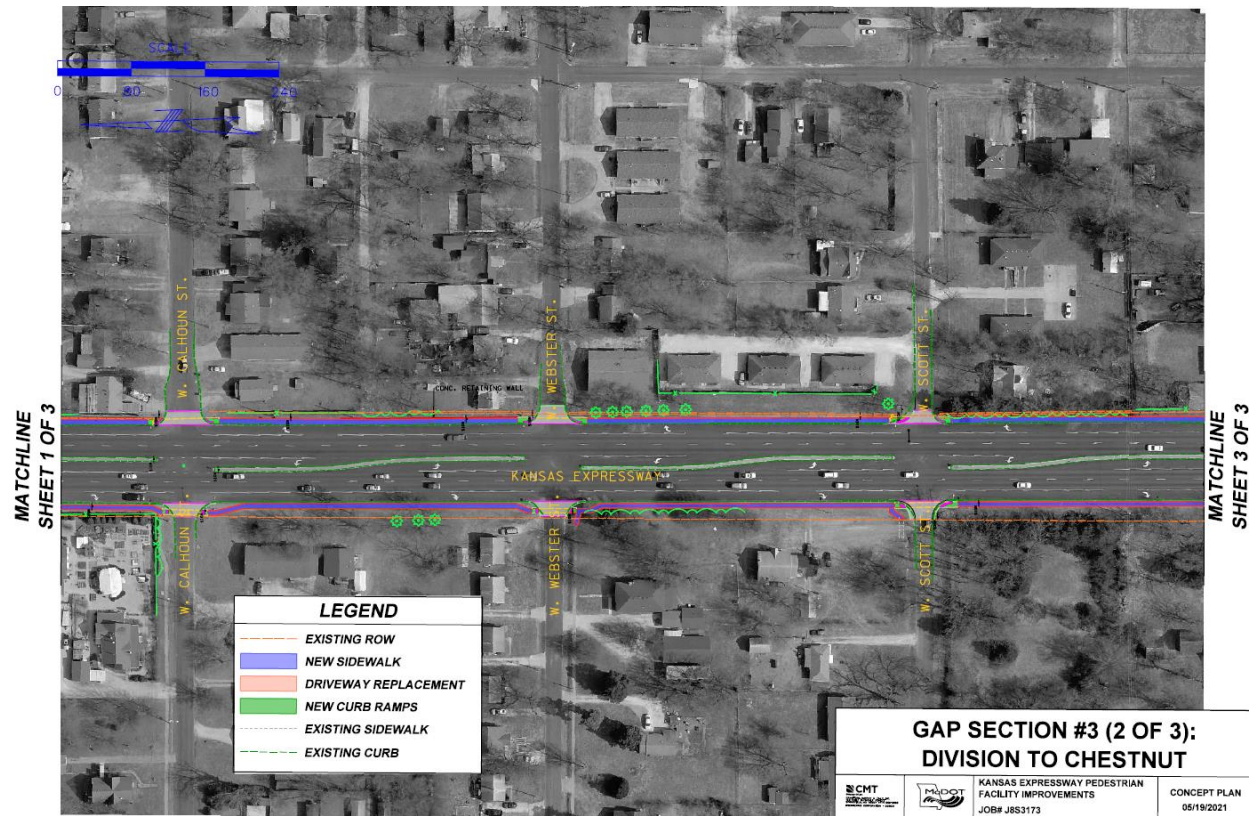
EXHIBIT A



Full extent of 8S3173







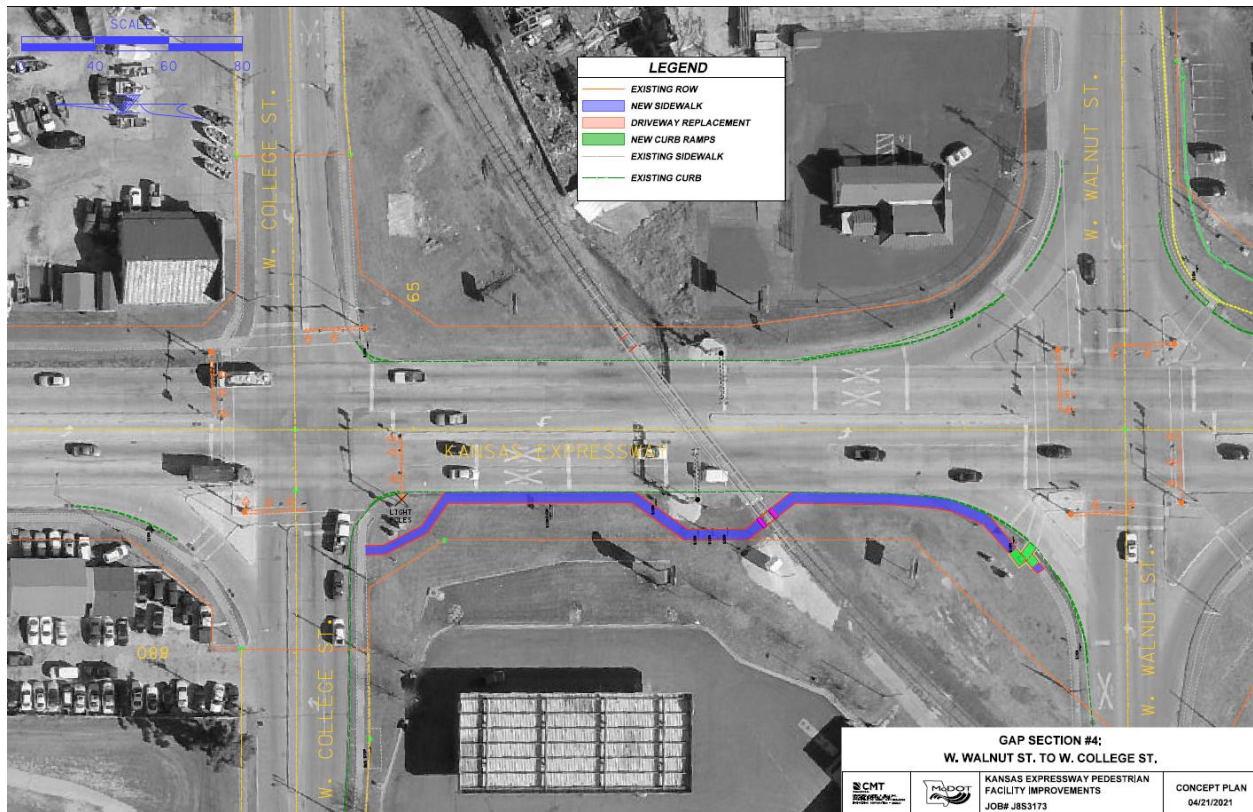


Exhibit B

Project Name: Kansas Expressway ADA and Sidewalk Connections
MoDOT Job Number: J8S3173
Description: ADA Transition Plan improvements and add sidewalk from I-44 to Route 60 (James River Freeway)

Definition of "Total Project" for Cost Apportionment Includes:

Preliminary Engineering	ROW Incidentals	Utilities
ROW	Construction and Non-Contractuals	Construction Engineering

Definition of "Total Project" for Cost Apportionment Excludes:

Cost to Accelerate Project		

Project Estimate

	Current Estimate and Inflation	Cost Apportionment Eligible
Preliminary Engineering	\$ 1,045,860	\$ 294,955
Right-of-way Aquisition	\$ 39,500	\$ 22,500
Right-of-way Incidentals	\$ 100,000	\$ 32,800
Utilities	\$ 176,500	\$ 76,500
Construction	\$ 2,988,172	\$ 842,730
Contingency (2% for construction)	\$ 59,764	\$ 16,856
Inflation (3% for construction)	\$ 89,644	\$ 25,282
Inspection and Letting	\$ 657,398	\$ 185,401
Total	\$ 5,156,838	\$ 1,497,024

Project Responsibilities

Preliminary Engineering	MoDOT
ROW Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities for Cost Apportionment Eligible Costs

City of Springfield Local	\$ 149,703	Total Local Share
City of Springfield STBG	\$ 598,809	\$ 748,512
		50.0%
MoDOT SW in-kind	\$ 513,156	Total MoDOT Share
MoDOT Allocated Funds	\$ 235,356	\$ 748,512
		50.0%

How are overruns and underruns handled?

City and MoDOT will share underruns and overruns equally for new sidewalks. MoDOT is responsible for 100% of the remainder of total project costs.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
037

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 718,571	Surface Transportation Block Grant (STBG) - Urban Federal Grant Funds
Net Revenue Adjustment						\$ 718,571	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	000000	00000	\$ 718,571	City Share of New Sidewalk Construction on Kansas Expressway from I-44 to James River Freeway per the Municipal and Cost Apportionment Agreement with the Missouri Highways & Transportation Commission
Net Expenditure Adjustment						\$ 718,571	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating federal STBG grant funds of \$718,571 for the City's share of new sidewalks on Kansas Expressway per the Municipal Cost and Apportionment Agreement with the Missouri Highways & Transportation Commission.

Requested By:

Dan Smith 12/08/21
Department Head Date

Approved By:

DL Hill 12/08/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. **2021-322**
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 12-07-21

Sponsored by: Ollis, Simpson, Hardinger,
Lear, Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-323

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a new design for the City of Springfield's flag.
2 _____
3

4 WHEREAS, the current City of Springfield flag was adopted by City Council in
5 1938 by approval of Resolution No. 1763; and
6

7 WHEREAS, the Springfield Identity Project designed a proposed new city flag
8 and requested that the official City flag be updated to the proposed design; and
9

10 WHEREAS, the Community Involvement Committee ("Committee") studied the
11 issue and requested a survey to gauge community interest in adopting a new city flag
12 ("Committee"); and
13

14 WHEREAS, the Department of Public Information & Civic Engagement engaged
15 the community using a variety of methods including a survey and presented the results
16 to the Committee; and
17

18 WHEREAS, the Committee voted to forward the issue of adopting a new flag to
19 City Council for discussion at a workshop, and at the workshop City Council requested
20 the creation of a Council bill to accept the design proposed by the Springfield Identity
21 Project.
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 City Council does hereby approve the flag design, as found in
27 Exhibit "A" attached hereto and incorporated herein by reference, as the official City of
28 Springfield flag.
29

30 Section 2 – City Council does hereby repeal Resolution No. 1763, and the City
31 flag adopted by said resolution is hereby retired as the official City flag.
32

33 Section 3 – This Ordinance shall be in full force and effect immediately upon

34 adoption.

35

36 Passed at meeting: _____

37

38

39

40

41

42

43

44

45

46

47

48

49

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-323

FILED: 12-07-21

ORIGINATING DEPARTMENT: Public Information & Civic Engagement

PURPOSE: To approve a new design for the City of Springfield's flag.

BACKGROUND INFORMATION: The Community Involvement Committee recommended bringing this Council bill forward.

The official flag of the City of Springfield was adopted in 1938. A grassroots citizen group, the Springfield Identity Project, created a proposed new flag design and approached City Council members about adopting their design as the official City flag.

The group's proposal was presented to City Council's Community Involvement Committee ("Committee") along with a staff presentation on options for considering and adopting a new flag design. The Committee asked staff to conduct a community educational campaign and a survey regarding the current flag design and a proposal to change the design. Staff engaged the community using a variety of methods. The results were presented to the Committee, which voted to forward the issue to City Council for a discussion at a Council lunch workshop. The Committee also requested additional public engagement to determine whether the public preferred the proposed new flag.

When the issue was discussed at the lunch workshop, City Council requested the creation of a Council bill to accept the design proposed by the Springfield Identity Project.

Submitted by:



Cora Scott, Director of Public
Information & Civic Engagement

Approved by:



Jason Gage,
City Manager

EXHIBIT A



Design: A field with a white horizontal bar and a “compass crown” (compass rose with a crown) above which are three white stars.

Size: Standard flag measurements.

Colors: CMYK
Dark Blue - 98, 78, 42, 35
Light Blue - 63, 22, 1, 0
White - 0, 0, 0, 0

PANTONE
Dark Blue - 654C
Light Blue - 292C
White - Opaque White

RGB
Dark Blue - #1235DE
Light Blue - #5BAADE
White - #FFFFFF

Symbolism: A white stripe representing both the Ozark Plateau on which Springfield rests and Route 66; a compass rose representing Springfield’s role as a crossroads to the nation combined with a crown representing the City’s nickname “Queen City of the Ozarks”; and three stars representing the innovative spirit and connection with nature of Ozarks culture.

One-rdg. _____
P. Hrngs. _____
Pgs. 10 _____
Filed: 11-23-21 _____

Sponsored by: Schilling _____

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-313 _____

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Agreement for Encroachment License with Springfield Little Theater, for the purpose of allowing an encroachment onto City rights-of-way for the placement of a sidewalk heat mat in front of the property located at 311 East Walnut Street, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Agreement for Encroachment License with Springfield Little Theater, said agreement to be under substantially the same terms and conditions as encroachments permitted under Chapter 98, Article VII of the Springfield City Code and to be substantially similar in form and content as that document attached hereto and incorporated herein by reference as “Exhibit A,” for the purpose of allowing an encroachment onto City rights-of-way for the placement of a sidewalk heat mat in the location depicted in “Exhibit B.”

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

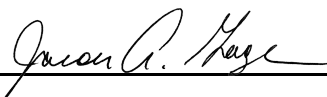
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

34 Approved as to form: , Assistant City Attorney
35

36
37 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-313

FILED: 11-23-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement (Exhibit A) with Springfield Little Theater to install and maintain a heated mat placed under the sidewalk in public right of way at 311 East Walnut Street as shown in "Exhibit B."

BACKGROUND INFORMATION: The Springfield Little Theater has requested to install a heat mat under the public sidewalk in front of their building located at 311 East Walnut Street. The purpose of the heat mat is to prevent the sidewalk from freezing over in inclement weather. Springfield Little Theater will be responsible for all maintenance of the heat mat and any costs associated with any type of damage to the heat mat that may occur in the future regardless of cause.

Supports the following City Council Priorities:

- Quality of Place
- Public Safety

FINANCIAL: Proof of insurance for Springfield Little Theater has been received by the Department of Public Works to protect the interests of the City of Springfield in connection with this project. There is no financial impact to the City.

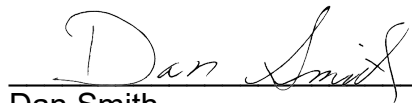
REMARKS: Public Works recommends approval of this encroachment.

Submitted by:



Martin Gugel,
Assistant Public Works Director

Recommended by:



Dan Smith,
Director of Public Works

Approved by:



Jason Gage,
City Manager

Exhibit A

ROUTING ORDER	(1) Licensee	(2) Public Works Traffic Engineering	(3) Finance Department
	(4) Public Works	(5) Law Department	(6) City Clerk's Office
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
() RENEWAL OF CONTRACT NO. (X) NEW CONTRACT			
GRANTOR	OWNER	LICENSEE	
City of Springfield 840 Boonville, P.O. BOX 8368 Springfield, MO 65802 Phone: (417) 864-1950 Fax: (417) 864-1929 Attn: Dan Smith Dept: Public Works	Springfield Little Theatre 311 E Walnut Street Springfield, MO 65801 Phone: 417-869-1334 Fax: Attn: Beth Domann Email: BDomann@springfieldlittletheatre.org	Springfield Little Theatre 311 E Walnut Street Springfield, MO 65801 Phone: 417-869-1334 Fax: Attn: Beth Domann Email: BDomann@springfieldlittletheatre.org	

LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by the Encroachment Licensee identified above, hereinafter "Licensee," and the City of Springfield, Missouri, a municipal corporation, Grantor, hereinafter "City."

1. The City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to erect, install, and maintain the encroachment, a Heat Map, on City right-of-way at 311 E. Walnut St., described as shown below and on **Exhibit A**. Licensee shall erect, install, and maintain in good repair said encroachment in strict accordance with the terms and conditions of the permit issued by the City Public Works Department; Chapter 98, Article VII, of the Springfield City Code and all other applicable codes of the City; and State and Federal laws and regulations.

PROPERTY DESCRIPTION: SEE EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

2. The Licensee is the owner of the encroachment and shall be bound by the duties and obligations assigned herein to the Licensee during Licensee's possession and after, until the encroachment is removed and any and all claims are settled or adjudicated.

3. All signs and markings on the encroachment shall conform to the approved permit and shall not be altered. Licensee grants to City a cross-easement to the property identified on **Exhibit A** as may be necessary to allow City to enter said property to remove the encroachment in the event Licensee fails to comply with the provisions of Chapter 98, Article VII of the Springfield City Code or fails to remove the encroachment on termination of this license. Licensee (if Licensee is a tenant, Licensee's landlord) consents that in such event that a lien may be placed by the City on the property for the reasonable cost of removal of the encroachment. Licensee (if Licensee is a tenant, Licensee's Landlord) also agrees that City, its agents and employees, shall be immune from any damage to the structures at 311 E. Walnut St. occasioned by the removal of such encroachment under this paragraph in addition to the rights of the City, its agents and employees under paragraphs 3 and 5.

4. Licensee shall at all times during the term of this agreement carry a premises-liability-insurance policy on the property. Such policy shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1, each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). This year, such insurance shall be in an amount of not less than \$2,804,046.00 (Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars) combined, single-limits coverage with an insurance company qualified to transact business in Missouri and acceptable to City. Licensee agrees to furnish the City with a certificate of insurance evidencing that Licensee will have at all times during the terms of this agreement the above-required insurance. The certificate of insurance shall be filed with the City within ten (10) days after the date of effectiveness of this agreement. All insurance policies shall provide at least thirty (30) days' written notice to be given to the City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, P.O. Box 8368, Springfield, MO 65801. Licensee further agrees that the proceeds of such insurance policy shall first be used to pay any damages, costs, attorney's fees incurred by or assessed against City, its employees, officers and agents, and second any damages, costs, or attorney's fees incurred by or assessed against Owner, its employees, officers and agents, and before any award or costs of Licensee, its employees, officers or agents is/are paid. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general hereunder.

5. City shall have the absolute right at its discretion to terminate this license or refuse to allow the Licensee to continue to have the encroachment over, under, or across City's property or right-of-way if City determines that City property is being substantially damaged by the encroachment, or that the Licensee has failed to maintain the required insurance on file with City, or that the encroachment constitutes a hazard to the traveling public or other persons. City shall furnish Licensee with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Licensee shall thereafter immediately remove the encroachment and restore City property or right-of-way to the same or better condition as existed prior to the installation of the encroachment. In the event Licensee fails to promptly remove the encroachment and restore the right-of-way within the time required by the notice, City may cause the same to be done at the cost of Licensee and a lien to be placed upon the abutting real property for the cost of removal, to which Licensee and Licensee's Landlord agree.

6. This license terminates upon transfer of either the abutting property owner's property interest or the encroachment property owner's property interest within thirty (30) days of such transfer unless a new encroachment license has been issued, provided that the obligation to indemnify and insure on behalf of City shall survive and continue to run with the land until the encroachment and all parts thereof have been removed or a new license with adequate insurance and indemnification guarantees are provided to City. This license shall be recordable in the land records of the Greene County recorder's office.

7. Licensee, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify, and save harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees, and expenses that City may sustain, incur, or become liable for because of loss, destruction, or damage to property, and because of injury or death to any persons resulting from any act, failure to act, or negligence of Licensee, or its contractors or agents in the installation, erection, construction, repair, maintenance, or removal of the encroachment, or by any reason of any defects in the design or installation of the encroachment, the location of the

encroachment or its placement, collapse, failure, or combustion of the encroachment, in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property of City, including said right-of-way, growing out of the erection, installation, construction, maintenance, repair, or removal of said encroachment, or the failure of Licensee to comply fully with the obligations of Licensee hereunder. Licensee further agrees to reimburse City for any fines, costs, damages, or attorney's fees resulting from the presence of the encroachment on the right-of-way.

8. City shall make best efforts to avoid damaging the facilities and property placed on the right-of-way pursuant to this license in the event it performs maintenance or other work on the right-of-way. However, in no event, shall City be liable to Licensee or any third person for damage or injury to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) facilities and property placed on the right-of-way pursuant to this license or to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) real property if City performing maintenance or other work on the right-of-way, or is required to remove the encroachment. The obligation of Licensee to indemnify City shall survive the termination of the license as to occurrences taking place prior to removal of the encroachment.

9. Additional terms: Licensee shall abide by the terms and conditions of the permit to be issued by the Department of Public Works to construct said encroachment. Signs or banners on the sidewalk café fence or barrier shall not violate the current sign ordinance adopted by the City of Springfield.

10. The obligations of this license shall run with the land identified in **Exhibit A** and shall be binding upon Licensee's respective grantees, heirs, personal representatives, successors and assigns, as long as the encroachment shall remain upon City property or right-of-way.

11. Signing this agreement does not grant a right or interest in this license.

12. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. This agreement shall contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by all parties.

14. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

Approved by:

Traffic Engineer

CITY OF SPRINGFIELD, MISSOURI

By: _____
Director of Public Works or Acting Director

Approved as to Form:

City Attorney or Assistant City Attorney

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is Director/Acting Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

Notary Public

My Commission expires:

By: _____

ACKNOWLEDGMENT of Benevolent Organization

On this ____ day of _____, 20__ before me personally appeared _____ to me known, who by me being duly sworn, did state that he/she is _____ of _____, a Benevolent organization registered in the State of Missouri, that he/she is authorized to sign the foregoing instrument under the operating agreement of said company and he/she acknowledged executing said instrument as the free act and deed of said company.

Notary Public

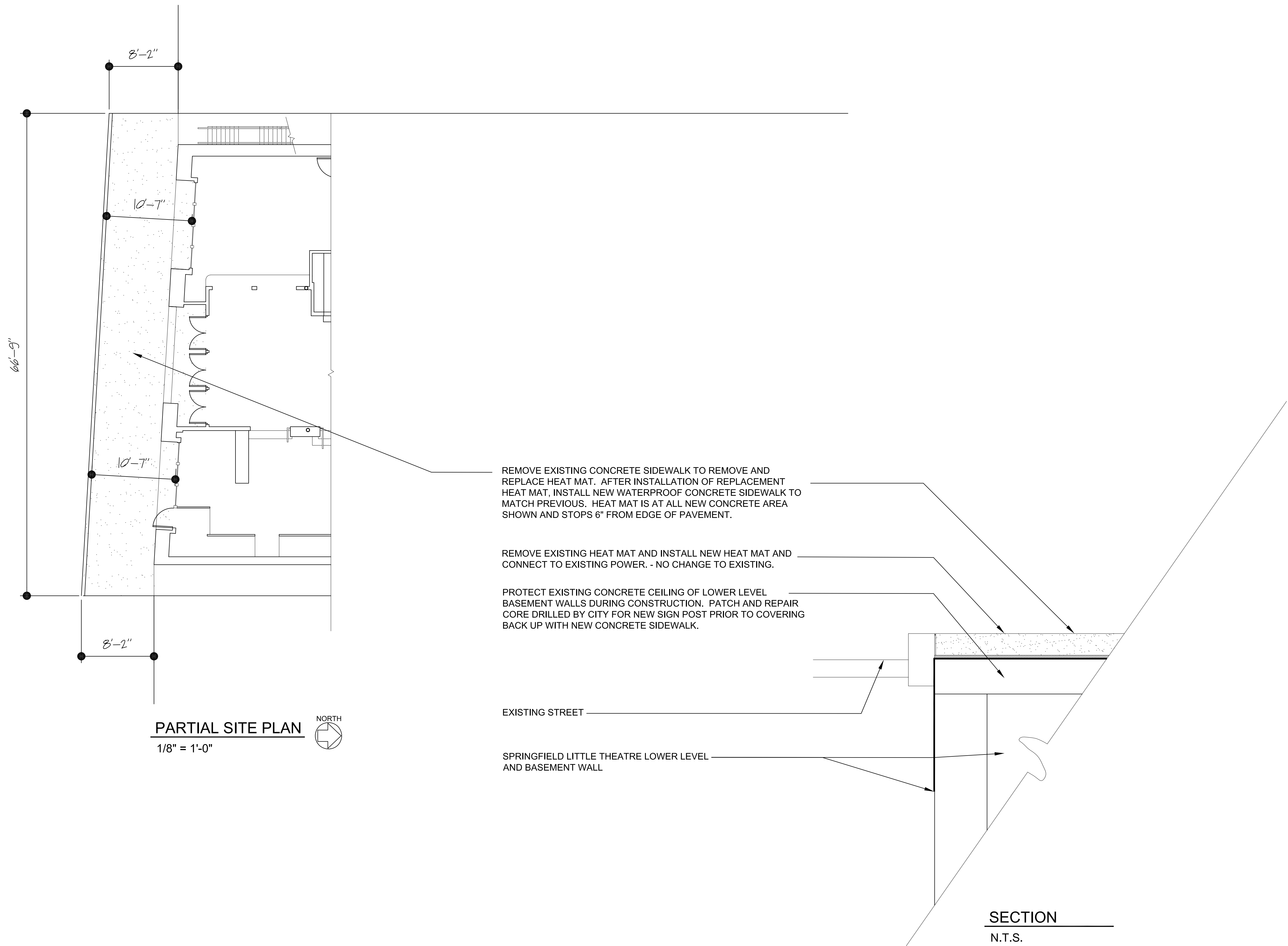


Exhibit B



Heat Mat Installation and
Sidewalk Replacement



City of Springfield, Missouri



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

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-23-21

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-314

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept grant funds in the amount
2 of \$1,500 from the Community Foundation of the Ozarks to help fund
3 the 2022 Kindergarten Readiness Study conducted by the Mayor's
4 Commission for Children in collaboration with Missouri State
5 University.
6 _____
7

8 WHEREAS, the Kindergarten Readiness Study ("Study") has been conducted by
9 the Mayor's Commission for Children ("Commission") in collaboration with Missouri
10 State University every four years since 2006; and
11

12 WHEREAS, the Study is conducted to determine if the community is gaining
13 access to better quality early childhood programs that prepare children for learning
14 when they enter school; and
15

16 WHEREAS, the Commission has been actively pursuing grant funds to help fund
17 the 2022 Study; and
18

19 WHEREAS, the Commission was notified on November 17, 2021, that the
20 Community Foundation of the Ozarks was granting \$1,500 to the Commission to help
21 fund the Study.
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 City Manager, or his designee, is authorized to accept a grant
27 from the Community Foundation of the Ozarks in the amount of \$1,500 to help fund the
28 2022 Kindergarten Readiness Study, and to do all things necessary to accept the grant
29 funds, including entering into an agreement accepting the funds or setting forth grant
30 terms provided that such agreement is approved as to form by the City Attorney or
31 designee.
32

33 Section 2 – City Council hereby authorizes the amendment of the budget of the
34 Mayor's Commission for Children for Fiscal Year 2021-2022 in the accounts and in the
35 amounts shown on Budget Adjustment No. 34, said Budget Adjustment to be in the form
36 of "Exhibit A," which is attached hereto and incorporated herein by this reference.
37

38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.
40

41 Passed at meeting: _____
42

43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47

48 Filed as Ordinance: _____
49

50
51 Approved as to form: Rhonda Lewsader, City Attorney
52

53
54 Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-314

FILED: 11-23-21

ORIGINATING DEPARTMENT: Mayor's Commission for Children

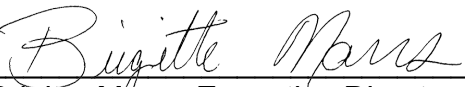
PURPOSE: To authorize the Mayor's Commission for Children ("Commission") to accept grant funds totaling \$1,500 from the Community Foundation of the Ozarks to help fund the 2022 Kindergarten Readiness Study.

BACKGROUND INFORMATION: The Kindergarten Readiness Study ("Study") has been conducted by the Commission in collaboration with Missouri State University every four years since 2006. The Study is conducted to determine if the community is gaining access to better quality early childhood programs that prepare children for learning when they enter school.

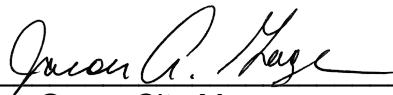
The 2022 Study will begin in the summer of 2022 and conclude by November 2022. The results are expected to be released to the community in March or April 2023. The Commission has actively been pursuing grant funds to help fund the 2022 Study. Application was made to the Community Foundation of the Ozarks ("CFO") for \$1,500 to help cover the expense of the 2022 Study. The Commission was notified on November 17th that the CFO was granting \$1,500 to the Commission to help fund the Study.

The Mayor's Commission for Children is authorized by City Code Section 2-282(5) to apply for grants and other awards that may be available to provide additional funding for the Commission and its mission.

Submitted by:


Brigitte Marrs, Executive Director

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
034

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	416030			\$ 1,500	Local Grant Revenue
Net Revenue Adjustment						\$ 1,500	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	501260			\$ 1,500	Operating Supplies
Net Expenditure Adjustment						\$ 1,500	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating grant revenue from the Community Foundation of the Ozarks for the Mayor's Commission for Children, 2022 Kindergarten Readiness Study.

Requested By:

Brigitte Morris 11/22/21
Department Head Date

Approved By:

D.L. Hill 11/22/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-314
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-23-21

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-315

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept grant funds in the amount
2 of \$5,000 from the Musgrave Foundation and administered by the
3 Community Foundation of the Ozarks to help fund the 2022
4 Kindergarten Readiness Study conducted by the Mayor's Commission
5 for Children in collaboration with Missouri State University.
6 _____
7

8 WHEREAS, the Kindergarten Readiness Study ("Study") has been conducted by
9 the Mayor's Commission for Children ("Commission") in collaboration with Missouri
10 State University every four years since 2006; and
11

12 WHEREAS, the Study is conducted to determine if the community is gaining
13 access to better quality early childhood programs that prepare children for learning
14 when they enter school; and
15

16 WHEREAS, the Commission has been actively pursuing grant funds to help fund
17 the 2022 Study; and
18

19 WHEREAS, the Commission was notified on November 15, 2021, that the
20 Musgrave Foundation was granting \$5,000 to the Commission to help fund the Study,
21 said grant funds to be administered by the Community Foundation of the Ozarks.
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 City Manager, or his designee, is authorized to accept a grant
27 from the Musgrave Foundation and administered by the Community Foundation of the
28 Ozarks in the amount of \$5,000 to help fund the 2022 Kindergarten Readiness Study,
29 and to do all things necessary to accept the grant funds, including entering into an
30 agreement accepting the funds or setting forth grant terms provided that such
31 agreement is approved as to form by the City Attorney or designee.
32

33 Section 2 – City Council hereby authorizes the amendment of the budget of the
34 Mayor's Commission for Children for Fiscal Year 2021-2022 in the accounts and in the
35 amounts shown on Budget Adjustment No. 33, said Budget Adjustment to be in the form
36 of "Exhibit A," which is attached hereto and incorporated herein by this reference.
37

38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.
40

41 Passed at meeting: _____
42

43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47

48 Filed as Ordinance: _____
49

50
51 Approved as to form: Rhonda Lunsader, City Attorney
52

53
54 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-315

FILED: 11-23-21

ORIGINATING DEPARTMENT: Mayor's Commission for Children

PURPOSE: To authorize the Mayor's Commission for Children ("Commission") to accept grant funds totaling \$5,000 from the Musgrave Foundation to help fund the 2022 Kindergarten Readiness Study.

BACKGROUND INFORMATION: The Kindergarten Readiness Study ("Study") has been conducted by the Commission in collaboration with Missouri State University every four years since 2006. The Study is conducted to determine if the community is gaining access to better quality early childhood programs that prepare children for learning when they enter school.

The 2022 Study will begin in the summer of 2022 and conclude by November 2022. The results are expected to be released to the community in March or April 2023. The Commission has actively been pursuing grant funds to help fund the 2022 Study. The Commission was notified on November 15th that the Musgrave Foundation was granting \$5,000 to the Commission to help fund the Study. The Musgrave Foundation funds are administered by the Community Foundation of the Ozarks.

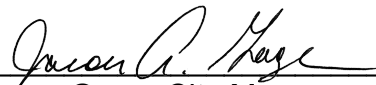
The Mayor's Commission for Children is authorized by City Code Section 2-282(5) to apply for grants and other awards that may be available to provide additional funding for the Commission and its mission.

Submitted by:



Brigitte Marrs, Executive Director

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
033

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	416030		00000	\$ 5,000	Local Grant Revenue
Net Revenue Adjustment						\$ 5,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	501260		00000	\$ 5,000	Operating Supplies
Net Expenditure Adjustment						\$ 5,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating grant revenue from the Jerry Redfern Grant Program of the Musgrave Foundation Fall 2021 for the Mayor's Commission for Children.

Requested By:

Biggitté Morris 11/22/21
Department Head Date

Approved By:

Jason A. Hays 11/22/21
Director of Finance Date

Authorization:

Council Bill No. 2021-315
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date