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
January 10, 2022 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. DECEMBER 13, 2021 CITY COUNCIL MEETING, DECEMBER 14, 2021 SPECIAL CITY COUNCIL MEETING AND DECEMBER 21, 2021 SPECIAL CITY COUNCIL MEETING.**

Documents:

12-14-21 SPECIAL CITY COUNCIL MEETING.PDF
12-13-21.PDF
12-21-21 SPECIAL CITY COUNCIL MEETING.PDF

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

4. **CEREMONIAL MATTERS.**

Swear in Kristin M. Carter to the Board of Public Utilities.

5. **CITY MANAGER REPORT, POLICE CHIEF REPORT, AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**

6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken, Except Item No. 9, In Which Public Hearing Was Continued. May Be Voted On.**

7. **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

8. **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

$[illegible] to appropriate federal Surface Transportation Block Grant Urban funds for this project.

Documents:

2021-322.PDF

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

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

Documents:

AMENDED 2021-323.PDF

10. **RESOLUTIONS.**

11. **EMERGENCY BILLS.**

12. **PUBLIC IMPROVEMENTS.**

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

14. **Council Bill 2022-001 (Hardinger)**

A special ordinance authorizing the City Manager, or his designee, to apply for and accept a Rent Relief Airport Rescue Grant from the United States Department of Transportation, Federal Aviation Administration, as part of the American Rescue Plan Act, to the City, by and through the Springfield-Branson National Airport Board in an amount of $501,308 for the purpose of providing funds for the Springfield-Branson National Airport Board to provide rent relief to airport concessionaires; amending the budget of the Airport Board for Fiscal Year 2021-2022 in the amount of $501,308; and declaring that this bill qualifies for approval in one reading.

Documents:

2022-001.PDF

15. **AMENDED BILLS.**

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

17. **Council Bill 2022-002 (Schilling)**

A special ordinance approving the Amended Petition for the Glenstone and Kearney Community Improvement District; authorizing the City Manager to execute an Amended and Restated Cooperative Agreement between the City of Springfield, the Glenstone and Kearney Community Improvement District, and Missouri Commercial Development,

LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Greene County Clerk of the amendments. (Staff recommends approval.)

Documents:

2022-002.PDF

18. **Council Bill 2022-003 (Simpson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 38.95 acres of property generally located at 3908, 3972, and 4038 East Woodhue Lane from Planned Development 305 to R-SF, Residential Single-family; establishing Conditional Overlay District No. 206; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval. (By: Hickory Land Company LLC; 3908, 3972 & 4038 East Woodhue Lane; Z-22-2021 w/ COD #206.)

Documents:

2022-003.PDF

19. **Council Bill 2022-004 (Schilling)**

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

Documents:

2022-004.PDF

20. **Council Bill 2022-005 (Hardinger)**

A general ordinance amending the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 3, 'Administration, Enforcement and Review,' Subdivision III, 'Review, Appeals and Amendments,' Section 36-365, 'Variances.' (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

2022-005.PDF

21. **FIRST READING BILLS. Citizens May Speak. Not Anticipated To Be**

Voted On.

22. **Council Bill 2022-006 (Ollis)**

A general ordinance amending the Springfield City Code, Chapter 58, "Health and Sanitation", Article II "Food and Food Establishments", Division 2, "Restaurants", Section 53 "Permit required; fees, suspension or revocation" to define a process by which City of Springfield food establishment permit holders with permanently discontinuing businesses may apply for a refund of the unused portion of their permit upon application approval by the Director of Public Health.

Documents:

2022-006.PDF

23. **Council Bill 2022-007 (Simpson)**

A general ordinance amending the Springfield City Code, Chapter 118, 'Vehicles for Hire,' Article II, 'Taxicabs, Courtesy Cars and Airport Limousines,' Section 118-35, 'Applicability of article; exceptions,' to reflect changes in federal and state law.

Documents:

2022-007.PDF

24. **Council Bill 2022-008 (Ollis)**

A general ordinance amending the Springfield City Code, Chapter 96, 'Storm Water,' Article I, 'Flood Control and Water Quality Protection,' by removing the detention fee in lieu of rate table in Section 96-16 and incorporating this fee structure into the annual fee study for regular evaluation and adjustments

Documents:

2022-008.PDF

25. **Council Bill 2022-009 (Lear, Hardinger, Schilling, & Simpson)**

A general ordinance amending the Fee Schedule for certain City services as provided in the Springfield City Code, by making such adjustments as provided in the attached "Evaluation of Charges for Municipal Services;" and adopting new fees for certain City services. (The Finance and Administration Committee recommends approval.)

Documents:

2022-009.PDF

26. **Council Bill 2022-010 (Hosmer)**

A special ordinance declaring the necessity of condemning permanent and temporary easements over, under, and through the properties herein described for the purpose of constructing and maintaining sanitary sewers in the Chestnut South Lift Station Relief Sewer Project, #2017PW0007; and authorizing designated officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

Documents:

2022-010.PDF

27. **Council Bill 2022-011 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

Documents:

2022-011.PDF

28. **Council Bill 2022-012 (Lear)**

A special ordinance amending the budget for Fiscal Year 2021-2022 for the Department of Environmental Services in the amount of Three Million Five Hundred Thousand Dollars ($3,500,000) to appropriate retained earnings from the Solid Waste Fund for the engineering design, construction, and oversight of the Landfill Office Building Remodel/Expansion and the Lone Pine Recycling Center Improvements.

Documents:

2022-012.PDF

29. **Council Bill 2022-013 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the City of Strafford for the purpose of continuing to provide contract wastewater service to Strafford.

Documents:

2022-013.PDF

30. **Council Bill 2022-014 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the City of Willard for the purpose of continuing to provide contract wastewater service to Willard.

Documents:

2022-014.PDF

31. **Council Bill 2022-015 (McGull)**

A special ordinance authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Buc-ee's Springfield, LLC, for improvements to the I-44 / Mulroy Road interchange, improvements to Mulroy Road north of I-44, and extension of public utilities to facilitate the development of property for the Buc-ee's development.

Documents:

2022-015.PDF

32. **Council Bill 2022-016 (Romine)**

A special ordinance authorizing the City of Springfield to dispose of approximately 0.09 acres of property generally located at 532 North Boonville Avenue. (Planning and Zoning Commission and staff recommend approval.)

Documents:

2022-016.PDF

33. **Council Bill 2022-017 (Romine)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the sale of certain real estate generally located at 532 North Boonville Avenue and adjacent to the Roy Blunt Jordan Valley Innovation Center, to Missouri State University.

Documents:

2022-017.PDF

34. **Council Bill 2022-018 (Hosmer)**

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service in order to provide for pay adjustments for all employees on the Professional, Administrative and Technical Non Union Schedule, the Professional, Administrative and Technical Unclassified Schedule, the Crafts, Trades and Labor Non Union Schedule, the Fire Protection Non-Union Schedules, and the Law Enforcement Non-Union Schedule, and to department heads; to freeze certain steps of certain grades within the Professional, Administrative, and Technical Non-Union Salary Schedule; and to amend the Commission-Based Supplemental Pay Program; and amending the Fiscal Year 2021-2022 budget for the City in the amount of $739,300 to appropriate funds for the pay adjustments.

Documents:

2022-018.PDF

35. **Council Bill 2022-019 (Schilling)**

A special ordinance adopting and authorizing the Mayor to execute the Third Amendment to the Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

Documents:

2022-019.PDF

36. **Council Bill 2022-020 (Schilling)**

A special ordinance adopting and authorizing the Mayor to execute the Third Amendment to the Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

Documents:

2022-020.PDF

37. **Council Bill 2022-021 (Hardinger)**

A special ordinance authorizing American Rescue Plan Act funds to be paid to eligible full time, non-union employees within the Springfield-Greene County Health Department, the Police Department, and the Fire Department for the purpose of employee retention and adopting a payment schedule for such retention payments; and amending the budget of the City in the amount of $1,719,700 to appropriate funds for

said retention payments.

Documents:

2022-021.PDF

38. **Council Bill 2022-022 (Simpson)**

A special ordinance approving the Second 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, to provide for mid-year pay increases and to provide for distribution of certain American Rescue Plan Act funds to members of the Bargaining Unit for the purpose of employee retention; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Second Addendum to the Collective Bargaining Agreement to the Exclusive Representative; and amending the budget of the City in the amount of $1,670,000 to appropriate funds for said pay increases and retention payments.

Documents:

2022-022.PDF

39. **Council Bill 2022-023 (Ollis)**

A special ordinance approving the Second Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department to provide for mid-year pay increases and to provide for distribution of certain American Rescue Plan Act funds to members of the Bargaining Unit for the purpose of employee retention; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Second Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and amending the budget of the City in the amount of $3,055,300 to appropriate funds for said pay increases and retention payments.

Documents:

2022-023.PDF

40. **Council Bill 2022-024 (Lear)**

A special ordinance approving the Fourth 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 Employee Group, to provide for freezing of certain steps within certain grades, for mid-year pay increases, and to provide for distribution of certain American Rescue Plan Act funds to limited members of the Bargaining Unit for the purpose of employee retention; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Fourth Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and amending the budget of the City in the amount of $125,300 to appropriate funds for said pay increases and retention payments.

Documents:

2022-024.PDF

41. **Council Bill 2022-025 (Lear)**

A special ordinance approving the Second 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, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative, and Technical Employee Group, to provide for freezing of certain steps within certain grades and for mid-year pay increases for all members of the Bargaining Unit; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Second Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and amending the budget of the City in the amount of $8,100 to appropriate funds for the pay increases.

Documents:

2022-025.PDF

42. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

Clifford Vanetta wishes to address City Council

Daryl Baker wishes to address City Council

Ben Brown wishes to address City Council

Lisa Meeks wishes to address City Council

43. **NEW BUSINESS.**

As per RSMo. 109.230 (4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

44. **UNFINISHED BUSINESS.**

45. **MISCELLANEOUS.**

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

47. **Council Bill 2022-026 (Romine)**

A special ordinance authorizing the City Manager, or his designee, to enter into a license agreement with Environmental Works, Inc., for the purpose of installing and maintaining monitoring wells on public property at 2750 West Kearney to monitor groundwater conditions, at no cost to the City.

Documents:

2022-026.PDF

48. **Council Bill 2022-027 (McGull)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Hickory Hills Phase III, generally located at 3908, 3972, and 4038 East Woodhue Lane, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

2022-027.PDF

49. **Council Bill 2022-028 (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to enter into a License Agreement to Use Public Right-of-Way with O'Reilly Hospitality Management, LLC, for the purpose of allowing an encroachment onto City rights-of-way for the installation and maintenance of an air vent at 430 South Avenue, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

Documents:

2022-028.PDF

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

51. **Council Bill 2022-029 (McClure)**

A resolution confirming the appointments of Dan Griffin, Tyler Hoke, Eleanor Taylor, Paula Adams, Sarah Kerner, and Allen Kunkel to the Downtown Springfield Community Improvement District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommends approval.)

Documents:

2022-029.PDF

52. **CONSENT AGENDA – SECOND READING BILLS.**

53. **END OF CONSENT AGENDA.**

54. **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 three days prior to the scheduled meeting.

December 14, 2021
Springfield, Missouri

The City Council met in special session December 14, 2021 in the Councilman Denny Whayne 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, Abe McGull and Ken McClure. Absent: Andrew Lear

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 leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Lauren M. Fischer

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

December 13, 2021
Springfield, Missouri

The City Council met in regular session December 13, 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, particularly remembering Missouri State Highway Patrol Trooper Colton Beck who was injured in the line of duty and remembering our K-12 and college students who are completing the fall semester.

Roll Call

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

Minutes

The minutes of November 29, 2021 City Council Meeting, November 30, 2021 Special City Council Meeting and December 6, 2021 Special City Council Meeting, were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager noted the Clean Green Springfield final results. In 2021, the City's Clean Green Springfield initiative, led by the Department of Public Information & Civic Engagement, attracted more than 1,300 participants to a variety of city-wide cleanup and beautification volunteer opportunities. Volunteers collected a total of 23 tons of litter from streets, streams, and neighborhoods. 200 tons (and counting) of trash and bulky items were disposed of or recycled through Clean Green special offers, accepting mattresses, tires, electronics and other bulky items and waste. With the help of Clean Green volunteers, 230 tons of trash was collected through 19 Neighborhood Cleanup events facilitated through Community Partnership of the Ozarks. Clean Green volunteers contributed more than 2,400 service hours to the community, accounting for $68,496 in estimated value.

Mr. Gage further noted the Springfield Fire Department (SFD) has construction beginning on two new fire stations – Fire Station 4 and 13. During Fire Prevention Month activities, Firefighters provided age-appropriate education to 10,741 elementary and preschool students. Total Vaccinations Administered by SFD personnel numbered 1,479 over 56 total events, and with 32 total vaccinators.

Mr. Gage reported on Pedestrian Safety Compliance Checks. Over the last four years driver compliance at crosswalks has measurably increased. This year's "Yield Checks" have increased city-wide compliance to an all-time high of average of 63% in the third quarter of this year, with an increase of 5 percentage points compared to the fourth quarter in 2020.

Mr. Gage noted the Springfield Police Department is participating this month in a series of events titled "Shop with a Hero", which pairs selected children with police officers to be the recipients of a free Christmas shopping experience. These fun and encouraging events help under-resourced children receive something nice for

Christmas. He further noted the Economic Vitality Department received national recognition for its COVID-19 business assistance grant program that helped over 80 businesses weather the impacts of the pandemic.

Mr. Gage reported on the Springfield Christmas Parade. The City of Springfield had three floats and a fire truck in Saturday's annual Downtown Christmas Parade, hosted by the Downtown Springfield Association. Mayor Ken McClure and Council members Heather Hardinger, Mike Schilling and Matthew Simpson, road aboard an oversized replica of a 57 Chevy, pulled by reindeer. The float was built by Public Works and Public Information staff.

Mayor McClure thanked all that participated in the Clean Green Springfield program, noting it made a significant difference in our community.

Councilwoman Romine asked the status of adding crosswalks in the West Chesnut Expressway area. Mr. Gage noted there is a request for the Missouri Department of Transportation to place a crosswalk in the area. Mr. Gage will notify City Council when there is an update.

Councilwoman Romine asked about police initiatives to reduce crime. Mr. Gage noted the policing plan is early in the process.

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

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).

Councilman Schilling asked if the two parcels to be annexed need to be connected. Brendan Greisemer, Acting Director of Planning and Development noted the two parcels being separate is acceptable, but they are working with a consultant to determine if the properties can be connected. Councilwoman Romine asked if there is a plan to connect the properties. Mr. Greisemer noted the current request is for the two parcels only.

Council Bill 2021-299. General Ordinance 6697 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Simpson, and McClure. Nays: Romine and Schilling. Absent: None. Abstain: None.

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).

Council Bill 2021-300. General Ordinance 6698 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Simpson, and McClure. Nays: Romine and Schilling. Absent: None. Abstain: None.

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).

Council Bill 2021-301. Special Ordinance 27610 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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)

Council Bill 2021-302. Special Ordinance 27611 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 54, Section 54-32; 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.
Council Bill 2021-303. General Ordinance 6699 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 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.

Councilman Schilling expressed his belief the proposed is a good idea, but the Police Department does not have the staff do implement at this time.

Councilwoman Romine expressed her support for the proposed, but the timing is wrong due to staffing issues in the Police Department.

Mayor Pro Tem Simpson expressed his understanding police reports for every accident are desirable. Mr. Simpson noted the policy is for the Police Department to prioritize violent crime and injury accidents. He expressed his belief changing prioritization sends the wrong message.

Councilman Ollis noted he will vote against the bill as the department is short staffed and perhaps the issue can be taken up when fully staffed. He noted issue with a bill being constructed without staff input or Council Committee review.

Councilman Hosmer noted the reduction in citations written and an increase in the number of fatalities. He further noted by not responding to accidents, there is no opportunity for officers to interact with citizens. Mr. Hosmer expressed his belief proactive policing is necessary to reduce crime.

Councilman McGull noted his agreement with the basic concept of the proposed. He further noted the benefits to having an officer respond to accidents. Mr. McGull expressed his belief the timing of the proposed would have been better suited for 2022. He noted the importance of process and as the issue has not been vetted through the police department, City staff, or member of City Council, it is not a good way to set public policy.

Mayor McClure noted public safety is City Council's top priority and this bill dilutes emphasis on priority issues. He expressed his belief passage of the bill would hurt the citizens and make it more difficult for police officers to do their job.

Council Bill 2021-304. General Ordinance failed with the following vote: Ayes: Hosmer. Nays: Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Absent: None. Abstain: None.

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.

Council Bill 2021-305. General Ordinance 6700 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: Romine. Absent: None. Abstain: None.

Collective Bargaining Agreement; 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.

Council Bill 2021-306. Special Ordinance 27612 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Collective Bargaining Agreement; City and the Springfield Police Officers' Association: Juneteenth

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 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.

Council Bill 2021-308. Special Ordinance 27613 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Collective Bargaining Agreement; 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.

Council Bill 2021-309. Special Ordinance 27614 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Collective Bargaining Agreement; City and the International Brotherhood of Electrical Workers, Local No. 753; 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.

Council Bill 2021-310. Special Ordinance 27615 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, Article III, Division 1, Section 2-91; Merit System Rules and Regulation ("Merit Rules"); amending portions of the Merit Rules

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 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).

Council Bill 2021-307. General Ordinance 6701 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Council Bill 2021-311. Special Ordinance 27616 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Council Bill 2021-312. Special Ordinance 27617 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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.

A request was received from the applicant to withdraw Council Bill 2021-317 from the agenda. Sponsor withdrew sponsorship.

Redevelopment Project for the Brody Corners

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.

A request was received from the applicant to withdraw Council Bill 2021-318 from the agenda. Sponsor withdrew sponsorship.

Redevelopment Project for the IDEA Commons Tax Increment financing plan

Sponsor: McClure. Council Bill 2020-098 Substitute 1

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

Councilwoman Romine asked if the development is near Missouri State University (MSU) and if there are other developers involved. Mayor McClure answered affirmatively to the location. Jason Gage, City Manager noted the property is divided in north and south. The portion to be developed is the north section to be developed by MSU.

Council Bill 2021-098 Substitute 1. Special Ordinance 27618 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: Romine. Absent: None. Abstain: None.

RESOLUTIONS.

EMERGENCY BILLS.

PUBLIC IMPROVEMENTS.

The following bills appeared on the agenda under Grants.

Disaster Grants – Public Assistance Missouri COVID-19 Pandemic program

Sponsor: Lear. Council Bill 2021-319

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.

Katie Towns, Director of Public Health and Welfare provided a brief overview of the proposed. Ms. Towns noted the request to accept funds from the Federal Emergency Management Agency in the amount of $4,490,000. This reimbursement will help offset COVID-19 related expenses that occurred between January 2020 and November 2021.

Council Bill 2021-319. Special Ordinance 27619 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: Romine. Absent: None. Abstain: None.

Missouri Department of Health and Senior Services; Adult Vaccination Supplemental Grant Funds

Sponsor: Hosmer. Council Bill 2021-320

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.

Katie Towns, Director of Public Health and Welfare provided a brief overview of the proposed. Ms. Towns noted she is seeking approval from City Council to accept additional COVID-19 grant funds from the Missouri Department of Health and Senior Services in the amount of $296,400. She noted the funds will be used to purchase incentive gift cards for individuals receiving their first or second dose of the vaccine.

Council Bill 2021-320. Special Ordinance 27620 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: Romine. Absent: None. Abstain: None.

AMENDED BILLS.

COUNCIL BILLS FOR PUBLIC HEARING.

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

Agreement; Missouri Highways and Transportation Commission; new sidewalks on Glenstone Avenue

Sponsor: Lear. Council Bill 2021-321

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.

Dan Smith, Director of Public Works gave a brief overview of the proposed. Mr. Smith noted Missouri Department of Transportation (MODOT) is moving forward with their plan to improve pedestrian infrastructure on Glenstone Avenue between Valley Water Mill and James River Freeway. The infrastructure will be ADA compliant. MODOT approached the City for additional funding to upgrade and connect sidewalks. He further noted the total cost is approximately $788,000, of which the City would be responsible for half the cost. 80% of the funding would be covered by federal funds and 20% covered by local funds. The construction is anticipated to begin in 2022.

Councilman McGull applauded Mr. Smtih's efforts. He asked if the project is coordinated with MODOT to improve safety on Glenstone Avenue. Mr. Smith noted there is a separate safety project in the works.

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

Agreement; Missouri Highways and Transportation Commission; new sidewalks on Kansas Expressway

Sponsor: Romine. Council Bill 2021-322

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.

Dan Smith, Director of Public Works gave a brief overview of the proposed. Mr. Smith noted Missouri Department of Transportation (MODOT) is moving forward with their plan to improve pedestrian infrastructure on Kansas Expressway. The infrastructure will be ADA compliant. MODOT approached the City for additional funding to upgrade and connect sidewalks. He noted the anticipated cost is $1,500,000, of which the City's share would be half. 80% of the funding would be covered by federal funds and 20% covered by local funds. The construction is anticipated to begin in 2023.

Councilman Lear noted maintenance for infrastructure on some major thoroughfares, such as Glenstone Avenue, Kansas Expressway, West Bypass, and Sunshine Street is the responsibility of MODOT. Mr. Smith answered affirmatively.

Councilwoman Romine asked if future sidewalk projects not involving MODOT are anticipated. Mr. Smith noted a program is in effect to install sidewalks on city streets. Ms. Romine thanked Mr. Smith for his work.

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

City of Springfield's Flag

Sponsor: Ollis, Simpson, Hardinger, Lear, Hosmer. Council Bill 2021-323

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

Cora Scott, Director of Public Information and Civic Engagement gave a brief overview of the proposed. Ms. Scott noted the proposed requests approval of a new design for the City of Springfield flag. Ms. Scott reviewed the history of the current flag and creation of the proposed flag. She further noted response to past surveys conducted. The City will continue to receive input regarding the flag. Citizens can give feedback between December 13, 2021 and 5:00 p.m. January 7, 2021 by calling 417-864-1888, completing an online survey, or completing a paper form available through

the Springfield – Greene County libraries and various community locations.

Councilwoman Romine asked if citizens who have previously completed a survey will need to complete the current survey. Ms. Scott noted this is a new public engagement and encouraged citizens to voice their opinion.

Mayor Pro Tem Simpson moved to amend Council Bill 2021-323 by deleting Exhibit A and substituting a new Exhibit A. Councilman Lear seconded the motion.

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

An opportunity was given for citizens to express their views.

Ben Thomas spoke in support of the proposed. Mr. Thomas noted his support for the proposed flag is for three reasons, branding, civic pride, and unity.

Larry Askren did not appear.

Neil Frost spoke in opposition of the proposed. Mr. Frost noted he agrees a new and bold flag design is desirable however, he disagrees with the process by which the proposed flag has been considered. He expressed his belief public participation is needed, and the new design should be a vote of the public.

Christopher Upton spoke in support of the proposed. Mr. Upton expressed his love for Springfield and the symbolism of the proposed flag.

Michael Stelzer spoke in support of the proposed. Mr. Stelzer noted Springfield is a brand, and a flag is a part of the brand. He further noted a diverse group was chosen to curate the design submissions for the proposed flag. Mr. Stelzer noted the calming effect of the blue color chosen.

Lisa Meeks spoke in opposition of the proposed. Ms. Meeks questioned why the flag needs to be changed. She noted an online survey showing support for the current flag. Ms. Meeks expressed her belief the current flag should not be removed.

John McQueary spoke in support of the proposed. Mr. McQueary provided a handout for the proposed flag. He noted the importance of a flag that inspires community engagement. He expressed his belief the proposed flag is a way for citizens to show pride in their community.

Kelly Knauer spoke in support of the proposed. Mr. Knauer noted he has worked in the downtown area for 25 years and has watched use of the proposed flag increase. He expressed his belief the proposed flag brings optimism to the area. Mr. Knauer further expressed the proposed flag to be the most powerful, voluntary display of civic engagement he has witnessed in Springfield.

Jeff Houghton spoke in support of the proposed. Mr. Houghton expressed his belief it would be great to have a symbol to rally around, create pride, and bring the community together.

Rachel Anderson spoke in support of the proposed. Ms. Anderson expressed her thanks to the mayor and City Council for their work. She expressed her belief Springfield has momentum and cited the proposed flag as an example.

Craig Edwards did not appear.

Joel Thomas spoke in support of the proposed. Mr. Thomas noted he is part of the Springfield Identity Group and expressed he is proud of what they have accomplished in the last five years regarding the proposed flag.

Kevin Callahan did not appear.

Anita Cotter, City Clerk noted written comments were received.

Brandon Goodwin provided written comments to City Council. Mr. Goodwin expressed his support for the proposed flag. He further expressed his belief a symbol of pride can pull the City into unity.

Michael Kromrey provided written comments in support of the proposed flag. He expressed his approval of the proposed flag.

Samantha Stuart provided written comments in opposition to the proposed flag. Ms. Stuart noted her basic objection is to the lack of values associated with the proposed flag.

Kristen Carter provided written comments in support of the proposed flag. Ms. Carter expressed her belief the proposed flag is symbolic of the good of the Ozarks and it elicits community pride.

With no further appearances, this portion of the public hearing was declared closed. The public hearing will be continued to the January 10, 2022 meeting.

Mayor McClure expressed his thanks to all the speakers and encouraged citizens to speak at the January 10, 2022 meeting.

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

Appeared

Tim Havens addressed City Council. Mr. Havens shared a poem by Joplin native Langston Hughes. He noted in 2020, City Council promised to expand the Police Civilian Review Board from 5 to 7 members. Mr. Havens expressed his belief action is necessary to create a more diverse and equitable city.

NEW BUSINESS.

UNFINISHED BUSINESS.

MISCELLANEOUS.

CONSENT AGENDA – FIRST READING BILLS.

CONSENT AGENDA – ONE READING BILLS.

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

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.

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.

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.

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.

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.

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

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

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

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

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

END OF CONSENT AGENDA.

Motion to Adjourn Councilman McGull moved to adjourn. Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote. Ayes: Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: Hosmer. Absent: None. Abstain: None.

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

December 21, 2021
Springfield, Missouri

The City Council met in special session December 21, 2021 in the Councilman Denny Whayne 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, Andrew Lear*, Heather Hardinger*, Abe McGull and Ken McClure. Absent: Mike Schilling, and Angela Romine

*Member attending via videoconference.

Closed Session

Mayor Pro Tem Simpson 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 reconvene in open session at the end of the closed session.

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

Open Session

City Council reconvened in open session at approximately 1:15 p.m.

Roll Call

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

*Member attending via videoconference.

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

National Opioids Settlement

COUNCIL BILL 2021-324 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to execute the Settlement Participation Forms from the National Opioids Settlement Administrator for the purpose of enlisting the City as a Participating Subdivision in the Distributor Settlement and the Janssen Settlement of the national opioids litigation; and declaring an emergency pursuant to City Charter Section 2.12.

Rhonda Lewsader, City Attorney provided a brief overview of the proposed. Ms. Lewsader noted opioid dependency in the United States has triggered a national crisis. In response, many cities and states, including the City of Springfield, filed litigation against opioid manufacturers and distributors. She further noted over 3,000 of these cases were combined. Settlement agreement will collapse if there is not enough participation. The deadline for participation is January 22, 2022.

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

Councilman Hosmer asked if the Attorney General had indicated the allocation the State of Missouri would be entitled to. Ms. Lewsader noted 15% with room for negotiation. Mr. Hosmer expressed his belief local communities should receive a larger percent. Mayor McClure noted his agreement the percentage should be higher.

DRAFT

Mayor McClure noted the record will reflect Councilman Hosmer as the sponsor of the bill. Councilman Hosmer affirmed.

Councilman Hosmer expressed his hope the Attorney General recognizes the bulk of expenses to fight the opioid crisis fall to local communities and the distribution will be more equitable.

Councilman Lear expressed his belief the funds are to alleviate negative impacts of opioid abuse.

Council Bill 2021-324. Special Ordinance 27624 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Simpson, and McClure. Nays: None. Absent: Schilling and Romine. Abstain: None.

Mayor McClure spoke to the community on behalf of City Council giving best wishes for the new year. He thanked the community and urged the community to be safe.

Motion to Adjourn

Mayor Pro Tem Simspon moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes. Simpson, Ollis, Lear, Hardinger, McGull, Hosmer and McClure. Nays. None. Absent. Romine and Schilling. Abstain. None. The meeting adjourned at approximately 1:30 p.m.

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

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

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.

WHEREAS, Glenstone Avenue is under the jurisdiction of the Missouri Highways and Transportation Commission ("MHTC"); and

WHEREAS, the MHTC is performing work on sidewalks along Glenstone Avenue from Valley Water Mill Road to James River Freeway; and

WHEREAS, the City wishes to share in the costs of constructing new sidewalks in accordance with Americans with Disabilities Act requirements along Glenstone Avenue from Valley Water Mill Road to James River Freeway; and

WHEREAS, the sharing of costs and coordination of construction provides time and cost savings for taxpayers; and

WHEREAS, the City will contribute fifty percent of the cost, currently estimated at $394,293, with eighty percent ($315,434) of that amount to be funded by Surface Transportation Block Grant ("STBG")-Urban funds, and the remaining twenty percent ($78,859) from the 1/8-cent Transportation Sales Tax, 1/4-cent Capital Improvement Sales Tax, and Sidewalk Buyout funds, which are already budgeted; and

WHEREAS, any cost overruns or cost underruns on new sidewalks will be shared equally between the MHTC and the City.

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 enter into a Municipal and Cost Apportionment Agreement in substantial conformity with "Exhibit A" attached hereto and incorporated herein by reference.

Section 2 – The budget of the Department of Public Works for the Fiscal Year 2021-2022 is hereby amended in the accounts and in the amounts shown on Budget Adjustment No. 036, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 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 ¼-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

Exhibit A

CCO Form:	DE63	Municipal and Cost Apportionment Agreement
Approved:	12/17 (BDG)	Route: Business 65/Glenstone Avenue
Revised:	03/21 (BDG)	County: Greene
Modified:		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

_____
Chief Engineer

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF SPRINGFIELD

_____
Deputy City Manager

ATTEST:

_____
City Clerk

_____
Director of Finance

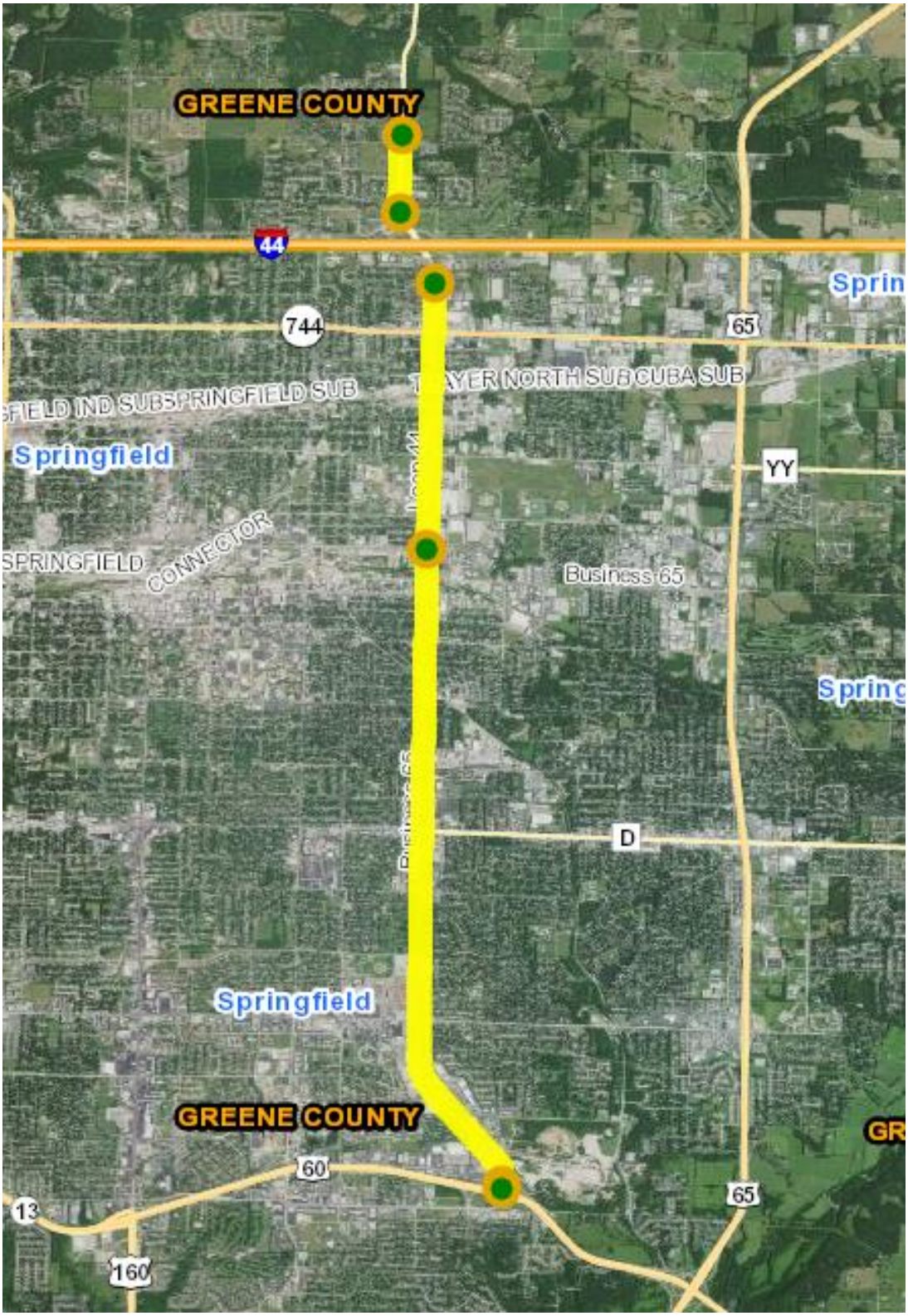
_____
Contract Paralegal

APPROVED AS TO FORM:

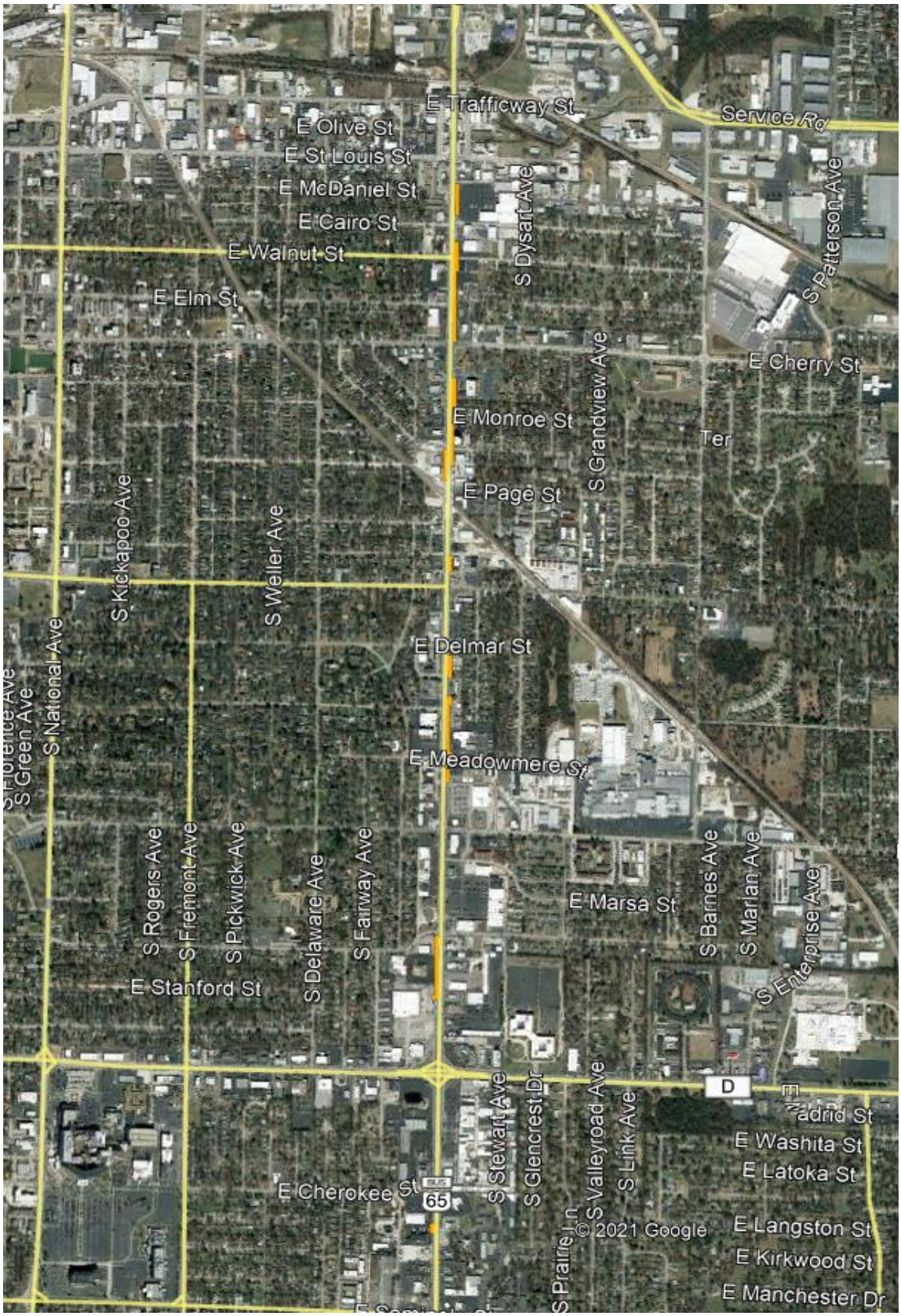
_____
Assistant City Attorney

Ordinance 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:

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

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.

_____

WHEREAS, Kansas Expressway is under the jurisdiction of the Missouri Highways and Transportation Commission ("MHTC"); and

WHEREAS, the MHTC is performing work to upgrade pedestrian facilities to comply with the Americans with Disabilities Act Transition Plan on Kansas Expressway from north of Interstate 44 to James River Freeway; and

WHEREAS, the City wishes to share in the costs of constructing new sidewalks in accordance with Americans with Disabilities Act requirements along Kansas Expressway from north of Interstate 44 to James River Freeway; and

WHEREAS, the sharing of costs and coordination of construction provides time and cost savings for taxpayers; and

WHEREAS, the City will contribute fifty percent of the cost, currently estimated at $748,512, with eighty percent ($598,809) of that amount to be funded by Surface Transportation Block Grant ("STBG")-Urban funds, and the remaining twenty percent ($149,702) from the 1/8-cent Transportation Sales Tax, 1/4-cent Capital Improvement Sales Tax, and Sidewalk Buyout funds, which are already budgeted; and

WHEREAS, any cost overruns or cost underruns on new sidewalks will be shared equally between the MHTC and the City.

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 enter into a Municipal and Cost Apportionment Agreement in substantial conformity with "Exhibit A" attached hereto and incorporated herein by reference.

Section 2 – The budget of the Department of Public Works for the Fiscal Year 2021-2022 is hereby amended in the accounts and in the amounts shown on Budget Adjustment No. 037, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 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 ¼-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

Exhibit A

CCO Form:	DE63	Municipal and Cost Apportionment Agreement
Approved:	12/17 (BDG)	Route: Route 13 (Kansas Expressway)
Revised:	03/21 (BDG)	County: Greene
Modified:		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

_____
Chief Engineer

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF SPRINGFIELD

_____
City Manager

ATTEST:

_____
City Clerk

_____
Director of Finance

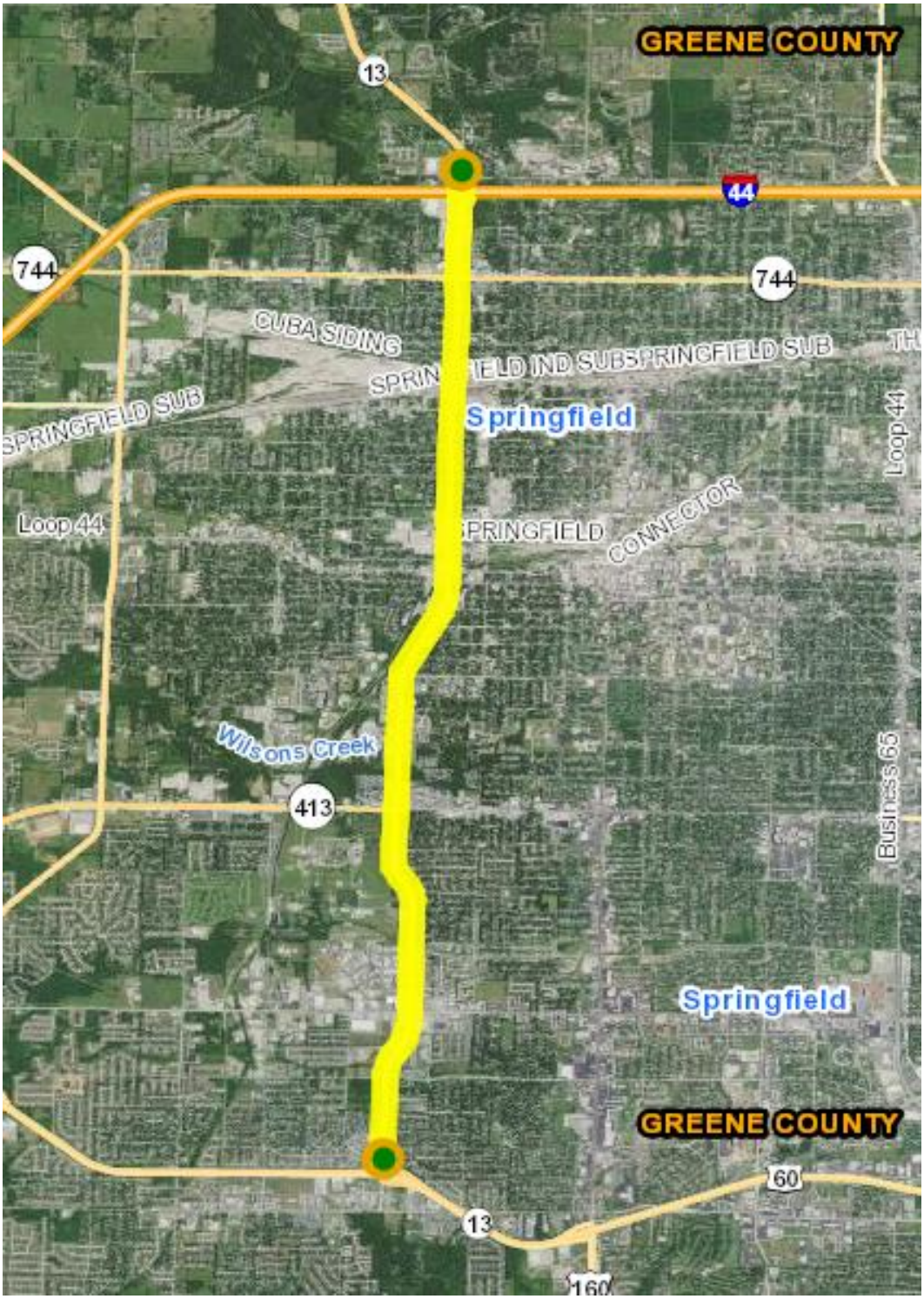
_____
Contract Paralegal

APPROVED AS TO FORM:

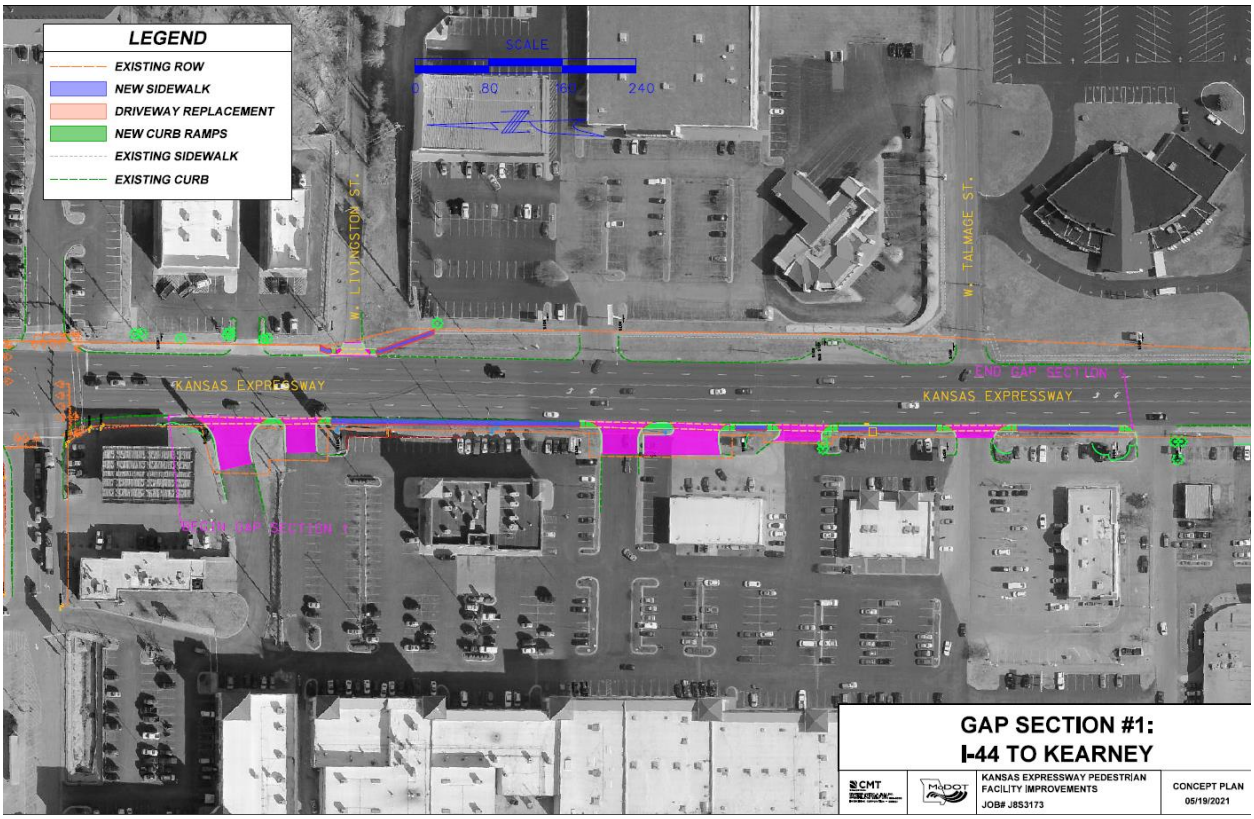
_____
Assistant City Attorney

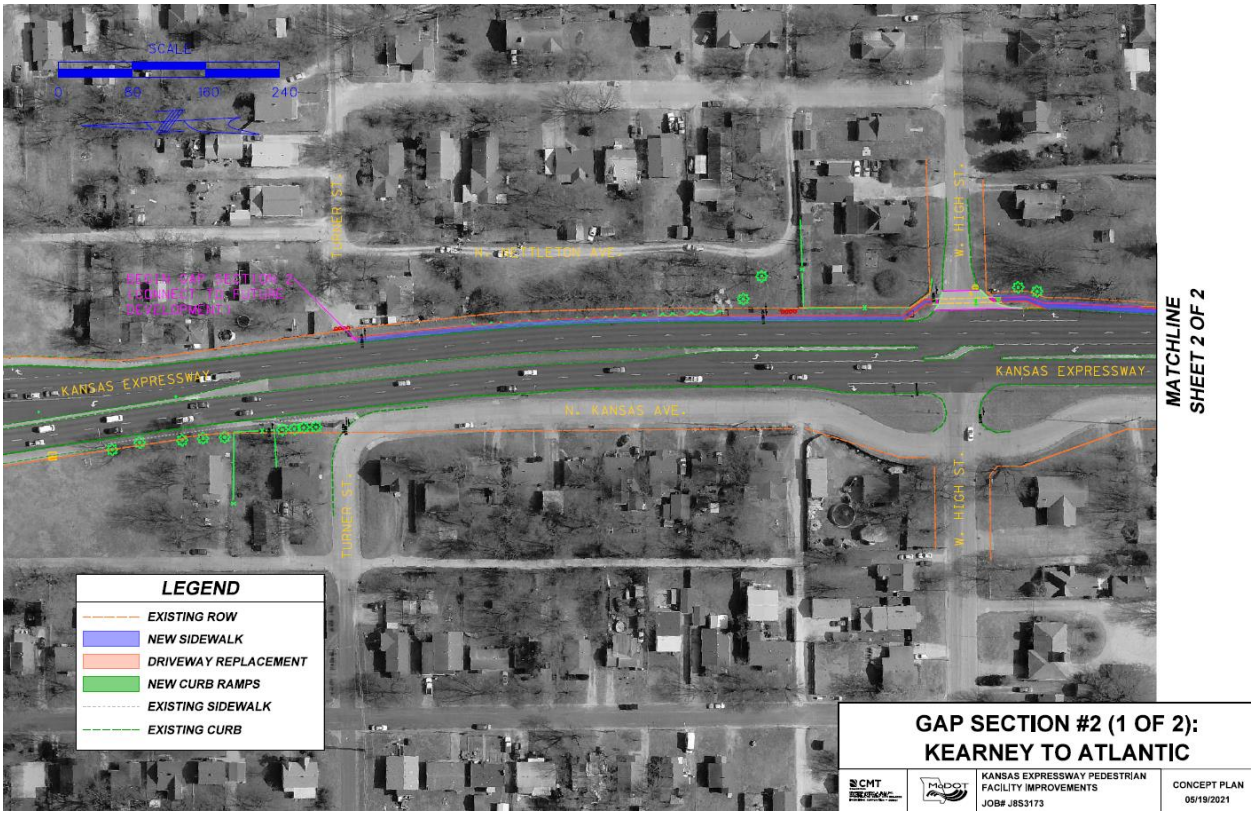
Ordinance Number_____

EXHIBIT A



Full extent of 8S3173





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KANSAS EXPRESSWAY
N. KANSAS AVE.
LEGEND
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NEW SIDEWALK
DRIVEWAY REPLACEMENT
NEW CURB RAMPS
EXISTING SIDEWALK
EXISTING CURB
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KEARNEY TO ATLANTIC
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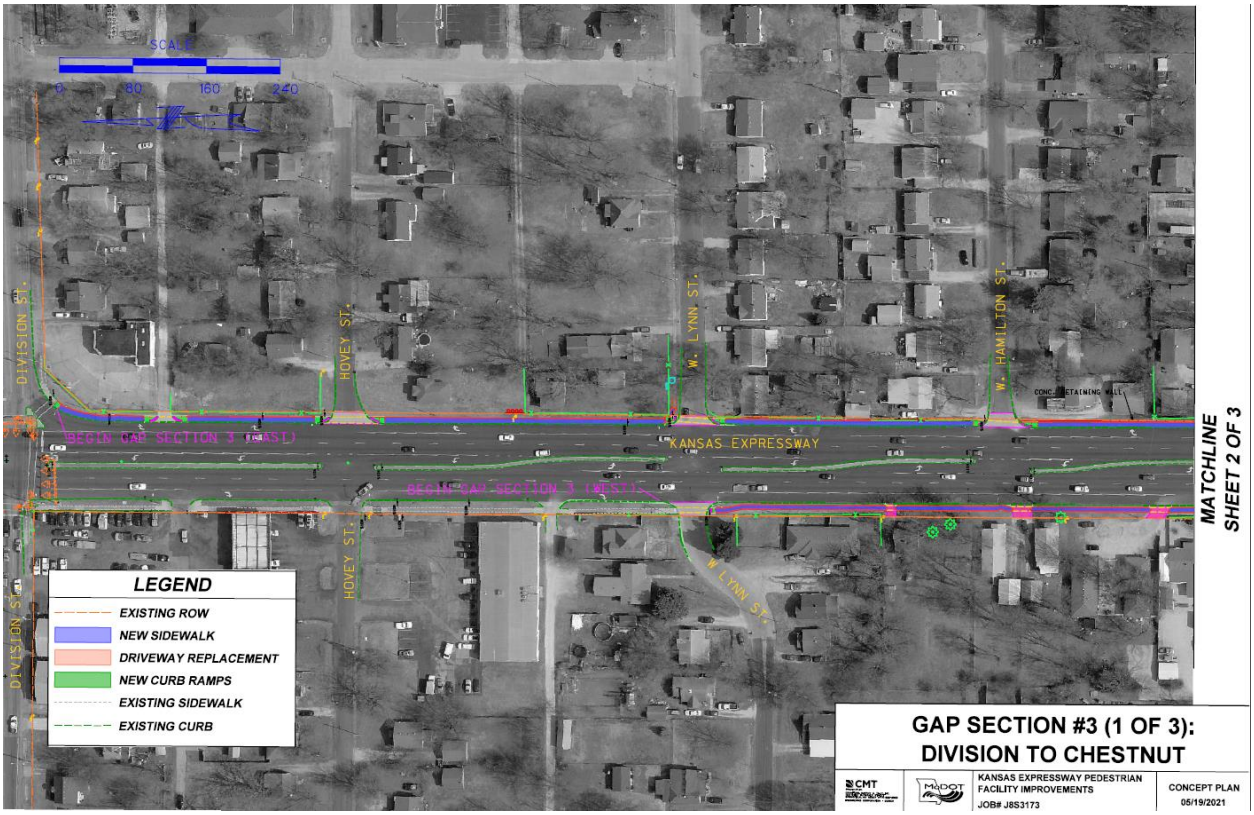
MoDOT
KANSAS EXPRESSWAY PEDESTRIAN
FACILITY IMPROVEMENTS
JOB# J8S3173
CONCEPT PLAN
05/19/2021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MATCHLINE
SHEET 2 OF 3
LEGEND
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NEW SIDEWALK
DRIVEWAY REPLACEMENT
NEW CURB RAMPS
EXISTING SIDEWALK
EXISTING CURB
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DIVISION TO CHESTNUT
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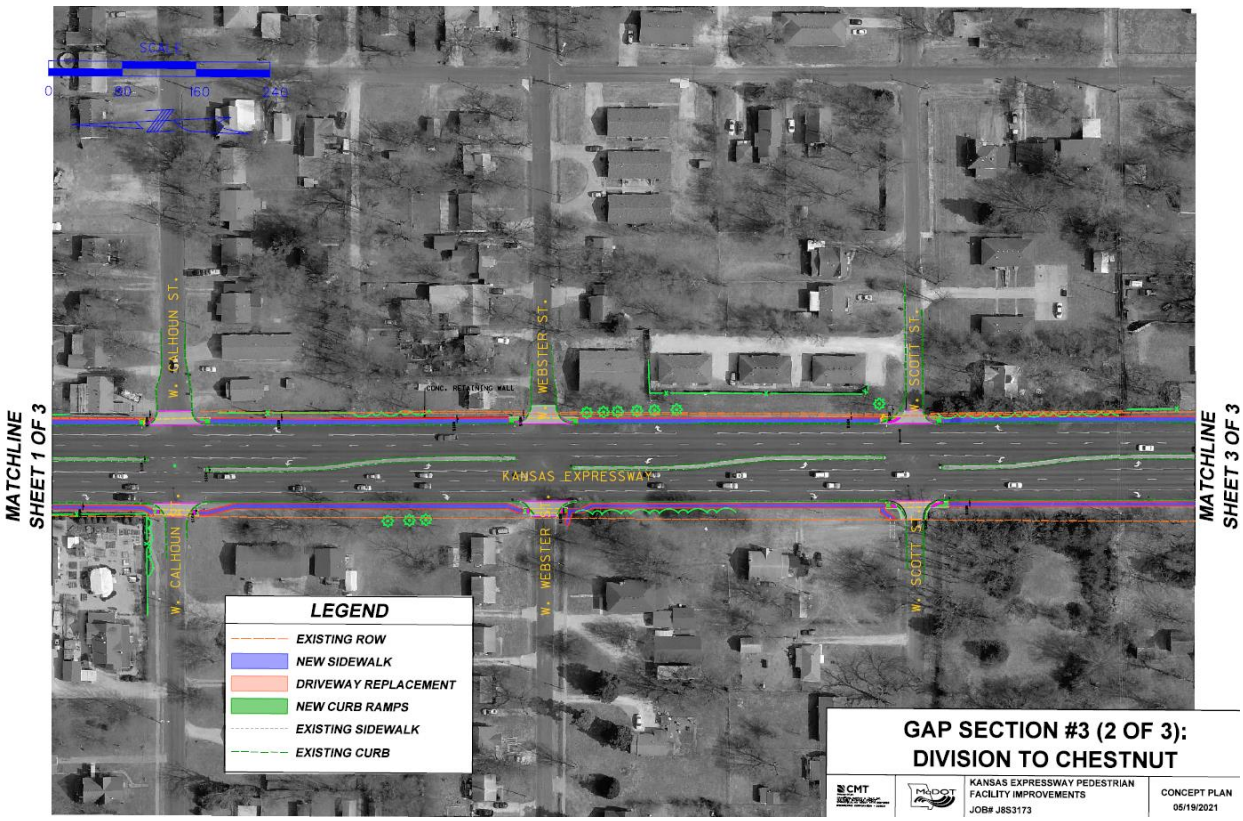
MoDOT
KANSAS EXPRESSWAY PEDESTRIAN
FACILITY IMPROVEMENTS
JOB# J8S3173
CONCEPT PLAN
05/19/2021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NEW SIDEWALK
DRIVEWAY REPLACEMENT
NEW CURB RAMPS
EXISTING SIDEWALK
EXISTING CURB
GAP SECTION #3 (2 OF 3):
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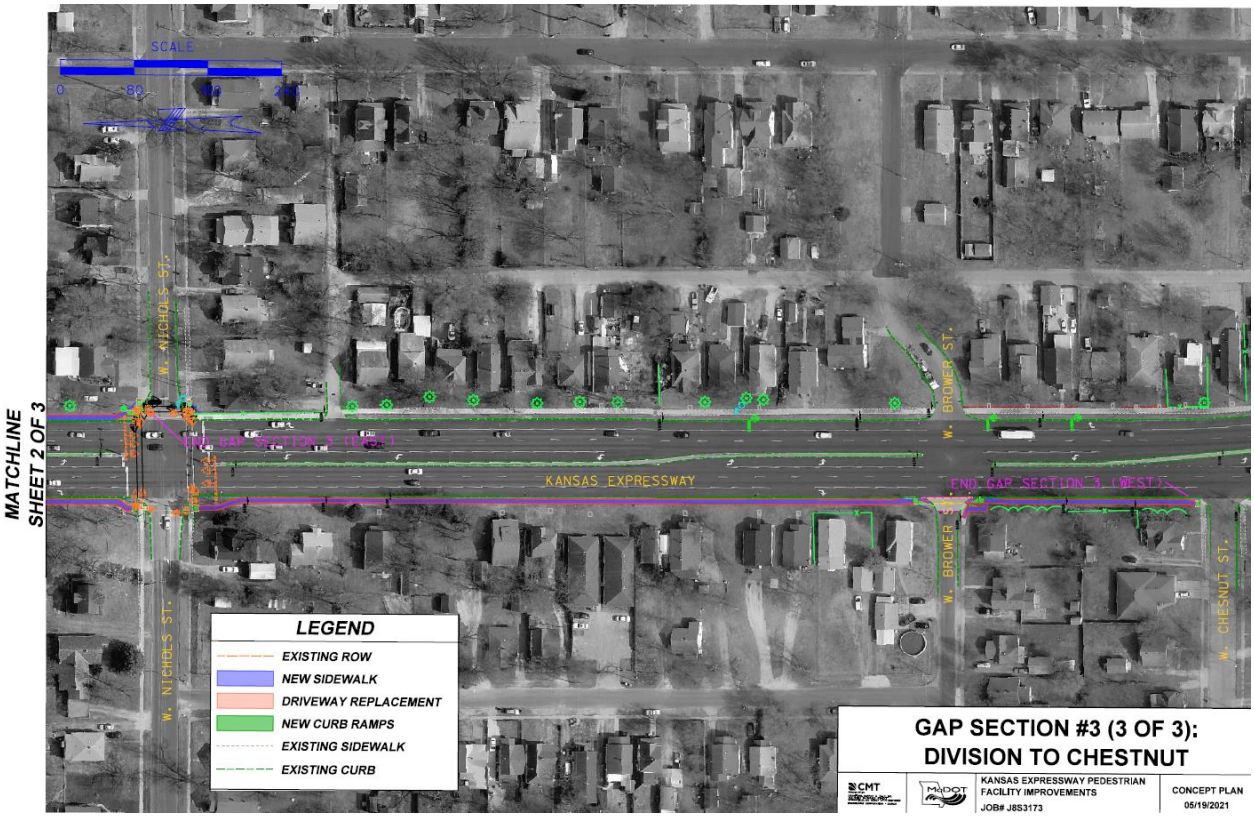
KANSAS EXPRESSWAY PEDESTRIAN FACILITY IMPROVEMENTS
JOB# J8S3173
CONCEPT PLAN
05/19/2021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NEW SIDEWALK
DRIVEWAY REPLACEMENT
NEW CURB RAMPS
EXISTING SIDEWALK
EXISTING CURB
GAP SECTION #3 (3 OF 3):
DIVISION TO CHESTNUT
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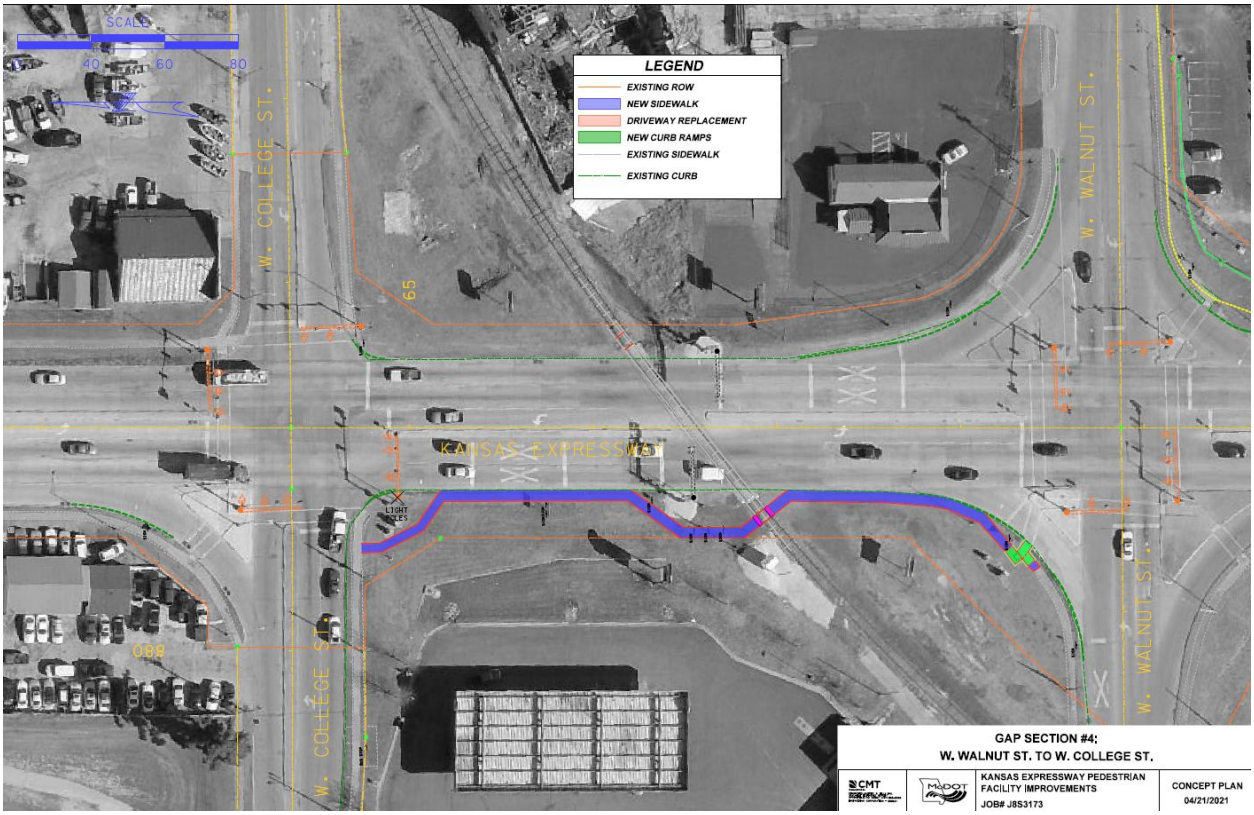
MoDOT
KANSAS EXPRESSWAY PEDESTRIAN FACILITY IMPROVEMENTS
JOB# J8S3173
CONCEPT PLAN
05/19/2021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W. COLLEGE ST.
W. WALNUT ST.
KANSAS EXPRESSWAY
65
OBS
LIGHT POLES
GAP SECTION #4:
W. WALNUT ST. TO W. COLLEGE ST.
CMT
KANSAS EXPRESSWAY PEDESTRIAN FACILITY IMPROVEMENTS
JOB# J8S3173
CONCEPT PLAN
04/21/2021

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:

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. 5
Filed: 12-07-21

Sponsored by: Ollis, Simpson, Hardinger, Lear, Hosmer

First Reading: _____ Second Reading: _____
AMENDED
COUNCIL BILL 2021-323 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a new design for the City of Springfield's flag.

WHEREAS, the current City of Springfield flag was adopted by City Council in 1938 by approval of Resolution No. 1763; and

WHEREAS, the Springfield Identity Project designed a proposed new city flag and requested that the official City flag be updated to the proposed design; and

WHEREAS, the Community Involvement Committee ("Committee") studied the issue and requested a survey to gauge community interest in adopting a new city flag ("Committee"); and

WHEREAS, the Department of Public Information & Civic Engagement engaged the community using a variety of methods including a survey and presented the results to the Committee; and

WHEREAS, the Committee voted to forward the issue of adopting a new flag to City Council for discussion at a workshop, and at the workshop City Council requested the creation of a Council bill to accept the design proposed by the Springfield Identity Project.

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

Section 1 – The City Council does hereby approve the flag design, as found in Exhibit "A" attached hereto and incorporated herein by reference, as the official City of Springfield flag.

Section 2 – City Council does hereby repeal Resolution No. 1763, and the City flag adopted by said resolution is hereby retired as the official City flag.

Section 3 – This Ordinance shall be in full force and effect immediately upon

adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

SUPPLEMENTAL EXPLANATION TO AMENDED COUNCIL BILL 2021-323

FILED: 12-14-21

ORIGINATING DEPARTMENT: Law

BACKGROUND INFORMATION: At the December 13, 2021, Council meeting, City Council voted to replace “Exhibit A” with a revised exhibit. The exhibit was revised to describe the flag colors differently and amend the symbolism of the proposed flag.

Submitted by:

Rhonda Lewsader, City Attorney

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.

Colors:

<u>Light Blue</u>
Pantone 2171C
RGB #5095C9

<u>Dark Blue</u>
Pantone 655C
RGB #08284D

<u>White</u>
Pantone Opaque White
RGB #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 physical and cultural crossroads to the nation, combined with a crown representing the City’s nickname “Queen City of the Ozarks”; and three stars representing innovative spirit, connection with nature, and Ozarks culture.

One rdg. X
P. Hrngs. _____
Pgs. 24
Filed: 01-04-22

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-001 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to apply for and accept a Rent Relief Airport Rescue Grant from the United States Department of Transportation, Federal Aviation Administration, as part of the American Rescue Plan Act, to the City, by and through the Springfield-Branson National Airport Board in an amount of $501,308, for the purpose of providing funds for the Springfield-Branson National Airport Board to provide rent relief to airport concessionaires; amending the budget of the Airport Board for Fiscal Year 2021-2022 in the amount of $501,308; and declaring that this bill qualifies for approval in one reading.

_____

WHEREAS, the City, by and through the Springfield-Branson National Airport Board (the "Airport Board"), has received approval from the United States Department of Transportation, Federal Aviation Administration for $501,308 in grant relief as part of the American Rescue Plan Act, on a grant application made by the Airport Board; and

WHEREAS, this amendment to the budget for the City of Springfield, Missouri for Fiscal Year 2021-2022 has been approved and recommended by the City Manager; and

WHEREAS, the United States Department of Transportation, Federal Aviation Administration, and the City desire to enter into an agreement to govern the terms of this grant.

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 apply for and accept grant funds from the United States Department of Transportation, Federal Aviation Administration, in the amount of $501,308 in grant relief as part of American Rescue Plan Act, and to execute the agreements between the City and the United States Department of Transportation, Federal Aviation Administration, said

agreements to be substantially in form and content as those documents attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 – City Council hereby amends the budget for Fiscal Year 2021-2022 of the Springfield-Branson National Airport Board in the accounts and in the amounts as shown on Budget Adjustment No. 040, 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 this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent of the total grant sum not to exceed $501,308.

Section 5 – City Council hereby finds and declares that this Ordinance authorizes entering into a contract with a state or federal government agency for the purpose of receiving grant monies from the same and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25). Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-001

FILED: 01-04-22

ORIGINATING DEPARTMENT: Airport

PURPOSE: To authorize the City Manager, or his designee, to apply for and accept an Airport Rescue Grant from the United States Department of Transportation, Federal Aviation Administration, as part of the American Rescue Plan Act, to the City, by and through the Springfield-Branson National Airport Board in an amount totaling $501,308 for the purpose of providing funds for the Springfield-Branson National Airport Board to provide rent relief to its concessionaires due to the impacts of the coronavirus pandemic; amending the budget of the Airport Board Fiscal Year 2021-2022 in the amount of $501,308; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The objective of this grant is to assist the airport to endure the economic impact of the coronavirus pandemic. The outcome of the project will result in providing rent relief to airport concessionaires.

REMARKS: The Airport Board recommends that the City accepts this grant.

Submitted by:

Brian C. Weiler,
Director of Aviation

Approved by:

Jason Gage,
City Manager

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-630
Office of Airports (ACE-600)
901 Locust, Room 364
Kansas City, MO 64106

Concessions Rent Relief Airport Rescue Grant Agreement Transmittal Letter

December 10, 2021

Mr. Brian Weiler
2300 N. Airport Blvd.
Suite 100
Springfield, MO 65802

Dear Mr. Weiler:

Please find the following electronic Concessions Rent Relief Airport Rescue Grant Offer, Grant No. 3-29-0077-064-2022 for Springfield-Branson Ntl Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 14, 2022** in order for the grant to be valid.

c. You may not make any modification to the text, terms, or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each Concessions Rent Relief Airport Rescue Plan Reimbursement under this grant must be made electronically via the Delphi eInvoicing System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds to provide rent relief to its in-terminal concessions. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

To receive reimbursement of your Concessions Rent Relief Airport Rescue Grant funds, upload a Concessions Rent Relief Airport Rescue Plan into Delphi. The Concessions Rent Relief Airport Rescue Plan should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2).

As part of your final reimbursement request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed close-out report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Jim A. Johnson

Todd Madison
Missouri State Planner

U.S. Department of Transportation Federal Aviation Administration

CONCESSIONS RENT RELIEF AIRPORT RESCUE

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 10, 2021

Airport/Planning Area Springfield-Branson Ntl Airport

Concessions Rent Relief Airport Rescue Grant Number 3-29-0077-064-2022

Unique Entity Identifier 024706756

TO: City of Springfield
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Concessions Rent Relief Airport Rescue Grant Application dated July 1, 2021, for a grant of Federal funds to reimburse the Sponsor for providing relief from rent and minimum annual guarantees (MAG) to each eligible in-terminal airport concession at Springfield-Branson Ntl Airport, in accordance with the American Rescue Plan Act ("ARP Act"), Public Law 117-2, Section 7102;

WHEREAS, the Sponsor has accepted the terms of this Concessions Rent Relief Airport Rescue Grant Offer (the "Offer");

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Springfield-Branson Ntl Airport, consisting of the following:

WHEREAS, this Concessions Rent Relief Airport Rescue Grant Agreement (the "Grant" or "Agreement") is provided in accordance with the ARP Act to provide certain amounts of grant assistance, as described below, to eligible sponsors in amounts to specific airports derived by legislative formula (See Section 7102 of the Act);

WHEREAS, this Grant hereby obligates $401,046 to in-terminal Small Airport Concessions per the ARP Act, and $100,262 to in-terminal Large Airport Concessions per the ARP Act. The obligations are to provide relief from rent and MAG obligations, as applicable, to each eligible in-terminal airport concession in an amount that reflects each eligible in-terminal airport concession's proportional share of the total amount of the rent and MAG at Springfield-Branson Ntl Airport by legislatively prescribed category (Small or Large Airport Concession), as further defined herein, for relief provided no earlier than March 11, 2021, in accordance with an FAA-approved Concessions Rent Relief Airport Rescue Plan (herein called "the Plan"), until the funds have been fully expended;

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, Section 7102, the representations contained in the Concessions Rent Relief Airport Rescue Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for a Grant, the terms, conditions, and assurances of this Grant Agreement ("Grant Agreement" or "Agreement"); and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant, and in compliance with the conditions and requirements as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% of the allowable concessions rent and MAG relief as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $501,308, allocated as follows:

   $100,262 ARPA Large Concessions KY2022
   $401,046 ARPA Small Concessions KZ2022

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Grant and is the date signed by the last Sponsor signatory to the Grant Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The Budget Period for this Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Closeout and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (payoff) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340 or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Reimbursable Rent Relief.** The Sponsor shall not seek reimbursement for any concessions rent and MAG relief that the FAA has determined to be unallowable under the ARP Act.

4. **Final Federal Share of Reimbursable Rent Relief.** The United States' share of allowable Grant concessions rent relief is 100%.

5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and provide the concessions rent and MAG relief without undue delays and in accordance with this Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from the project eligible under the Grant that exceeds three months or a 25% reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent.

6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the Sponsor on or before January 14, 2022, or such subsequent date as may be prescribed in writing by the FAA.

8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or relate to, this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all concessions rent and MAG relief provided under this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant funded by this Grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Grant.

18. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under this Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant Agreement to have violated a prohibition in paragraph a. of this condition through conduct that is either –

   A. Associated with performance under this Grant Agreement; or

   B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition during this Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Grant Agreement.

19. **<u>Employee Protection from Reprisal</u>.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a2. of this condition, information that the employee reasonably believes is evidence of:

   a. Gross mismanagement of a Federal grant;
   b. Gross waste of Federal funds;
   c. An abuse of authority relating to implementation or use of Federal funds;
   d. A substantial and specific danger to public health or safety; or
   e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

   a. A member of Congress or a representative of a committee of Congress;
   b. An Inspector General;
   c. The Government Accountability Office;
   d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
   e. A court or grand jury;
   f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.
21. **Face Coverings Policy.** The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel is no longer effective.
22. **Small and Large Concessions Rent Relief Set-Asides.** The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Small Airport Concessions, per the Act, in the amount listed in condition 1 above, and for the Sponsor to provide relief from rent and MAG to eligible in-terminal Large Airport Concessions, per the Act, in the amount listed in condition 1 above. The Sponsor shall provide relief from rent and MAG from March 11, 2021, until the Sponsor has provided relief equaling the total grant amount, to the extent practicable and to the extent permissible under State laws, local laws, and applicable trust indentures.
23. **Concessions Rent Relief Airport Rescue Plan.** The Sponsor agrees to submit to the FAA a Concessions Rent Relief Airport Rescue Plan ("the Plan") identifying the in-terminal Small and Large Airport Concessions, as defined in 49 CFR § 23.3, eligible to receive proportional funding under this Grant, in accordance with the ARP Act. The Sponsor agrees that the FAA will reimburse the Sponsor after the FAA accepts the Plan submitted by the Sponsor. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
24. **Small Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Small Airport Concession, meaning a small concession business with gross receipts, averaged over the previous three fiscal years, of less than $56,420,000; or joint ventures as defined in 49 CFR § 23.3. The Sponsor agrees that relief provided to eligible in-terminal Small Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.
25. **Large Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Large Airport Concessions, meaning a concession as defined in 49 CFR § 23.3, that has gross receipts, averaged over the previous three fiscal years, of

more than $56,420,000. The Sponsor agrees that relief provided to eligible in-terminal Large Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.

26. **Adjustments to Proportionality among Airport Concessions.**

    a. **Adjustments to Proportionality among Airport Concessions Set-Aside.** The Sponsor agrees that the FAA may approve reimbursement under the Act for rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality amongst Airport Concessions within a respective Small or Large Concession Set-Aside are limited; must be supported by evidence and specific circumstances; and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.

    b. **Adjustments between Small and Large Concession Set-Asides.** The Sponsor agrees that the FAA may approve reimbursement under the Act for concessions rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality between Small and Large Concession Set-Asides are limited, must be supported by evidence and specific circumstances, and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with ARP Act.

27. **Sponsor Certification of Reimbursement Request.** To be reimbursed, the Sponsor shall provide the FAA with the Plan, and reporting data as requested, in lieu of invoices, and shall certify all information submitted is true and correct. The Sponsor may not use funds allocated herein for other airport purposes.

28. **Concession's Certification of Relief Funds.** Each airport concession to be provided relief with Grant funds shall certify to the Sponsor, prior to the Sponsor submitting a Plan, it has not and will not apply for other Federal assistance for the purpose of receiving rent and MAG relief on or after March 11, 2021.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and acceptance shall comprise a Grant, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the purpose of the ARP Act and compliance with the conditions as provided herein. Further, this Grant, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated December 10, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

City of Springfield

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions and MAG Relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:

_____

(Signature of Sponsor's Attorney)

CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Concession Rent Relief Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated into and become part of this Concessions Rent Relief Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant, that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including, but not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable

b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.

c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.

d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.

f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).

g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.

h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 — 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

a. The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Airport Concessions, per the ARP Act. Apart from this relief, in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s).

8. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Springfield**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the

land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
040

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51180	01	46010	416010			$ 501,308	FAA Grant Fund - American Rescue Plan - Grant Revenue
51010	01	44050	417010			501,308	Airport Operations Fund - Transfer Trom Other Funds
51010	01	44050	407010			(501,308)	Airport Operations Fund - Concession Rent Revenue
Net Revenue Adjustment						$ 501,308	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51180	01	46010	509910			$ 501,308	FAA Grant Fund - Transfer To Other Funds
Net Expenditure Adjustment						$ 501,308	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2021-22 budget, appropriating Federal Aviation Administration grant funds, the airport is using the American Rescue Plan Act funding to provide rent relief for airport concessionaires.

Requested By:

Brian C Wilk 1/6/22
Department Head Date

Approved By:

D L Hatt 1/6/22
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2022-001
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. X
Pgs. 62
Filed: 01-04-22

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 002 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Amended Petition for the Glenstone and Kearney Community Improvement District; authorizing the City Manager to execute an Amended and Restated Cooperative Agreement between the City of Springfield, the Glenstone and Kearney Community Improvement District, and Missouri Commercial Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Greene County Clerk of the amendments. (Staff recommends approval.)

WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "Community Improvement District Act") authorize the governing body of any municipal corporation, upon a proper petition requesting the formation of a community improvement district, or requesting the amendment of an existing community improvement district's petition, and after a public hearing, to adopt an ordinance establishing or amending the petition creating the community improvement district; and

WHEREAS, the Glenstone and Kearney Community Improvement District (“District”) was established by Special Ordinance 27359 on July 27, 2020; and

WHEREAS, the owner of all real property within the district has submitted an Amended Petition for the District which proposes to change the District boundaries by removing a portion of property from the District and add adjoining right-of-way at the southwest corner of North Glenstone Avenue and East Kearney Street to the District; to add entryway modifications as a new District project to improve site ingress/egress and traffic safety; to authorize the District to impose an annual special assessment on each tract, lot, or parcel of real property in the District; and to amend the exhibits to reflect the changes in the District boundaries and District projects; and

WHEREAS, on December 14, 2021, the Amended Petition for the District was filed with the City Clerk of the City of Springfield (“City”), and the Amended Petition included all required signatures in support of said petition; and

WHEREAS, the City Clerk verified that the petition complied with the Community Improvement District Act and set a public hearing with all proper notice being given in accordance with the Community Improvement District Act or other applicable law; and

WHEREAS, all mailed and published notices of the required public hearing for the Amended Petition and addition of property to, and removal of property from, the District, have been provided in accordance with the Act; and

WHEREAS, City Council held a public hearing on January 10, 2022, at which time all persons interested in the amendment of the petition were allowed an opportunity to speak and at which time City Council heard all protests and received all endorsements; and

WHEREAS, City Council finds that the Amended Petition for the District is proper and meets all the requirements of the Community Improvement District Act.

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

Section 1 – There is hereby approved the Amended Petition for the District, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A,” with said amendments changing the District boundaries by removing a portion of property from the District and adding adjoining right-of-way at the southwest corner of North Glenstone Avenue and East Kearney Street to the District; adding entryway modifications as a new District project; authorizing the District to impose an annual special assessment on each tract, lot, or parcel of real property in the District; and amending the exhibits to reflect the changes in the District boundaries and District projects. The District shall remain within the City as a political subdivision of the State of Missouri having the powers and purposes set forth in the Amended Petition.

Section 2 – The City Manager, or his designee is authorized, on behalf of the City, to execute an Amended and Restated Cooperative Agreement between the City, the Glenstone and Kearney Community Improvement District, and Missouri Commercial Development, LLC, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit B.”

Section 3 – The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development and the State Auditor the report specified in Subsection 6 of Section 67.1421 of the Community Improvement District Act, and to further notify the Office of the Greene County Clerk of the District’s amended petition.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022- 002

FILED: 01-04-22

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To adopt a special ordinance approving the Amended Petition for the Glenstone and Kearney Community Improvement District and authorizing the City Manager, on behalf of the City, to execute an Amended Cooperative Agreement between the City of Springfield, the Glenstone and Kearney Community Improvement District, and Missouri Commercial Development, LLC. (Staff recommends approval.)

BACKGROUND INFORMATION: The Glenstone and Kearney Community Improvement District (CID) was established on June 27, 2020 by Special Ordinance 27359. Said ordinance approved the Petition to Establish the CID and declared the property inside the CID a "blighted area" pursuant to the CID Act. The District consists of two contiguous parcels of land located at the southwest corner of the intersection of North Glenstone Avenue and East Kearney Street and along the 1700 block of East Turner Street, which together comprise approximately 4.54 acres. More specifically, it includes the site of the Springfield Inn (the "Hotel Site"), situated at the intersection, and an adjoining vacant lot to the south with frontage on East Turner Street. According to the Petition, the District is authorized to impose a one percent (1.0%) sales and use tax on all retail sales within the District to fund demolition of the Hotel Site for the purposes of remediating blight and facilitating new commercial and retail development in the District.

The CID is currently working with a prospective business that is planning to construct a restaurant along South Glenstone Avenue on the southern portion of the Hotel Site. The business does not want to be inside a CID and is therefore requesting the CID boundaries be modified to exclude the site of the proposed restaurant before it proceeds with construction.

To facilitate the proposed development, the Amended Petition for the Glenstone and Kearney CID has been filed with the Springfield City Clerk in accordance with Sections 67.1401 to 67.1571, RSMo, the Community Improvement District Act ("CID Act").

The Amended Petition makes the following changes to the CID:

- Removes the southern 2.67 acres from the District.
- Adds approximately 0.83 acres of adjoining right-of-way at the southwest corner of North Glenstone Avenue and East Kearney Street to the District.
- Adds Entryway Modification as a new CID Project, which includes improving an existing driveway entrance along East Kearney Street, consolidating three existing driveways located along North Glenstone Avenue into a single driveway, and relocating an overhead power line. Excessive curb cuts were specifically called out as a blighting factor in the Blight Study for the Kearney Street Corridor Redevelopment Area, and the Redevelopment Plan for the Area recommends

driveway consolidation as a cure for that blighting factor. This new CID Project will improve site ingress/egress and traffic safety.

- Authorizes the District to impose an annual Special Assessment on each tract, lot, or parcel of real property in the District in an amount not to exceed $5.00 per square foot of each building in the District, for a maximum period of ten years, which may be increased annually by an amount not to exceed 2%.
- Amends the exhibits to reflect the changes to the District boundaries and CID Projects.

If approved, the District will use the sales and use tax and special assessment revenues to fund the demolition of the Hotel Site, improvements to and consolidation of existing driveways, and relocation of an overhead electric line. These projects are estimated to cost approximately $430,000. They will remediate blight and facilitate new commercial and retail development in the District, as well as in the Kearney Street Corridor Redevelopment Area.

All other details of the Amended Petition, such as the determination of blight, imposition of up to 1% sales and use tax, composition of the board of directors, life of the District, and requirement to enter into a Cooperative Agreement with the City remain the same as provided in the original petition establishing the Glenstone and Kearney CID, which was approved by the City Council on June 27, 2020 by Special Ordinance 27359.

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

Submitted by:

Matt D. Schaefer, AICP,
Senior Planner

Recommended by:

Sarah Kerner,
Economic Development Director

Approved by:

Jason Gage,
City Manager

Exhibit A

AMENDED PETITION FOR

THE GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT

CITY OF SPRINGFIELD, MISSOURI

Submitted December 14, 2021

EXHIBITS

EXHIBIT A	EXISTING DISTRICT LEGAL DESCRIPTION
EXHIBIT B	MAP OF EXISTING DISTRICT BOUNDARIES
EXHIBIT C	LEGAL DESCRIPTION OF PROPERTY TO BE ADDED AND TO BE REMOVED FROM DISTRICT
EXHIBIT D	MAP OF PROPERTY TO BE ADDED AND TO BE REMOVED FROM DISTRICT
EXHIBIT E	PROPOSED LEGAL DESCRIPTION OF DISTRICT AFTER PROPERTY ADDITION AND REMOVAL
EXHIBIT F	MAP OF PROPOSED DISTRICT BOUNDARIES AFTER PROPERTY ADDITION AND REMOVAL
EXHIBIT G	LIST OF PROPERTY OWNERS IN THE DISTRICT
EXHIBIT H	FIVE YEAR PLAN
EXHIBIT H-1	ESTIMATED CID PROJECT COSTS
EXHIBIT H-2	FIVE YEAR BUDGET WITH ANTICIPATED SOURCES OF FUNDS AND TERMS OF SOURCE OF FUNDS
EXHIBIT I	CONSENT OF BOARD OF DIRECTORS TO ADD PROPERTY TO AND REMOVE PROPERTY FROM THE DISTRICT

AMENDED PETITION FOR
THE GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT

To the City Council ("**City Council**") of the City of Springfield, Missouri ("**City**"):

The Glenstone and Kearney Community Improvement District ("**District**"), which was formed effective July 27, 2020 by Ordinance No. 27359 ("**Formation Ordinance**") adopted by the City Council, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo, as amended ("**Act**").

The District was formed to fund certain improvements, namely, the removal of blight within the District by demolition of the existing hotel improvements, removal of any hazardous materials and rough grading the demolished area.

Due to changes in the redevelopment project, the District and the Petitioner are filing this Amended Petition to add to the District Projects by moving certain ingress/egress points and electrical utilities, to amend the boundaries by adding property to, and removing property from, the District, and to add the possibility of levying an assessment within the District. With this amendment, the District and the Petitioner are seeking to remove a total of approximately 2.7 acres from the District, legally described on **Exhibit C** attached hereto (the "**Removed Property**"), to add certain property within the Kearney and Glenstone rights of way, also legally described on **Exhibit C** attached hereto (the "**Added Property**"), and for the boundary changes to occur immediately upon approval by the City Council in accordance with the Act.

Changing the District boundaries, adding and movement of certain ingress/egress points and electrical facilities will facilitate the construction of a proposed food retailer new to the City of Springfield, while the assessment will provide potential additional revenue to help pay for such District Projects while still allowing for further development of the remainder of the Property in the District.

The Petitioner requests that the boundaries of the District be amended by removing the Removed Property from the District pursuant to Section 67.1441.1, RSMo, which provides that:

Upon the written request of any real property owner within the district, the governing body of the municipality may hold a public hearing for the removal of real property from a district and such real property may be removed from such district by ordinance, provided that:

(1) The board consents to the removal of such property;

(2) The district can meet its obligations without the revenues generated by or on the real property proposed to be removed; and

(3) The public hearing is conducted in the same manner as required by section 67.1431 with notice of the hearing given in the same manner as required by section 67.1431 and such notice shall include:

(a) The date, time and place of the public hearing;

(b) The name of the district;

(c) The boundaries by street location, or other readily identifiable means if no street location exists of the real property proposed to be removed from the district, and a map illustrating the boundaries of the existing district and the real property proposed to be removed; and

(d) A statement that all interested persons shall be given an opportunity to be heard at the public hearing.

Further, the Petitioner requests that the boundaries of the District be amended by adding the Added Property to the District pursuant to Section 67.1441.2, RSMo, which provides that:

With the consent of the board, real property may be added to the district by ordinance upon receipt of a proper petition and after a public hearing is held by the governing body of the municipality on the addition of the real property in the manner provided in section 67.1431. Notice of the public hearing shall be given by publication and mailed to the owners of real property within the boundaries of the district and the area proposed to be added in the manner provided in section 67.1431. The notice shall include the following information:

(1) The time, date and place of the public hearing;

(2) The name of the proposed or established district;

(3) The boundaries by street location, or other readily identifiable means if no street location exists, of the real property to be added to the district, and a map showing the boundaries of the existing district and the real property proposed to be added to the district;

(4) A statement that a copy of the petition is available for review during regular business hours at the office of the municipal clerk; and

(5) A statement that all interested persons shall be given an opportunity to be heard at the public hearing. For the purposes of this section, a proper petition is one which meets the requirements of section 67.1421, which requirements shall only apply as to the real property proposed to be added.

The Petitioner also requests that the District boundaries, the District Projects, and the ability to levy an assessment, be amended pursuant to Section 67.1421.5, which provides that:

Amendments to a petition may be made which do not change the proposed boundaries of the proposed district if an amended petition meeting the requirements of subsection 2 of this section

is filed with the municipal clerk at the following times and the following requirements have been met:

...

(3) At any time after the adoption of any ordinance establishing the district a public hearing on the amended petition is held and notice of the public hearing is given in the manner provided in section 67.1431 and the governing body of the municipality in which the district is located adopts an ordinance approving the amended petition after the public hearing is held.

Petitioner is the owner of more than fifty percent (50%) by assessed value of all of the real property within the District, and comprises more than fifty (50%) per capita of all owners of all real property within the District.

1. Current Boundaries, Legal Description, and Map of District

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

2. Amended Boundaries, Legal Description and Map of District

The Removed Property and the Added Property are both legally described on the attached **Exhibit C** and a map illustrating the Removed Property and the Added Property is attached as **Exhibit D**. The amended legal description of the District with the Added Property and without the Removed Property is attached hereto as **Exhibit E**. A map illustrating the amended boundaries of the District with the Added Property and without the Removed Property is attached hereto as **Exhibit F**. The Petitioner is the owner of more than 50% by assessed value of the real estate within the District with the Added Property and without the Removed Property and the owner of more than 50% per capita of all owners of real property within the boundaries of the District with the Added Property and without the Removed Property. A listing of all the owners of real estate in the District with the Added Property and without the Removed Property is attached hereto as **Exhibit G**.

3. Name of District

The name of the District is the "Glenstone and Kearney Community Improvement District," and it is not proposed that the name of the District be amended.

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

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

5. Five-Year Plan.

A five-year plan stating a description of the purposes of the District, the services it will provide, each improvement it will make from the list of allowable improvements under Section 67.1461 of the Act, an estimate of costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs, and the anticipated term of the sources of funds to pay the costs is attached hereto as **Exhibit H** and includes **Exhibits H-1** and **H-2**.

6. Type of District.

The District is a political subdivision.

7. Board of Directors.

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

a. Be at least 18 years of age; and

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

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

The Petitioner hereby proposes the following slate of Directors:

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

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

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

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

8. Successor Directors.

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

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

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

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

1) Individuals meeting the qualifications set out in this Petition shall be nominated by at least two sitting Directors; and

2) The Board shall then approve a slate of nominees necessary to fill vacancies and the seats of expiring terms.

9. Total Assessed Value

As of the date of submittal of this Amended Petition, the total assessed value of all real property located within the District is $516,100. After removal of the Removed Property,

the total approximate assessed value of all real property located within the District as of the date of this Amended Petition will be $396,330. The Added Property is all right-of-way, which does not affect the total assessed value.

10. Determination of Blight.

The District has already been determined to be blighted, and the Petitioners are not seeking to amend that determination. The District is located inside the Kearney Street Corridor Redevelopment Area, which the Springfield City Council declared blighted pursuant Sections 99.300 to 99.715, RSMo on July 16, 2018 by Special Ordinance No. 27080.

11. Life of District.

Subject to the provisions of Section 14 of this Petition, the District will continue to exist and function until the earlier of: (i) thirty (30) years; or (ii) until the entire cost of the CID Projects, as such term is defined on Exhibit H attached hereto (including Exhibits H-1 and H-2), is reimbursed by the CID Sales and Use Tax and the CID Assessment, as each is hereinafter defined; or (iii) until any bond, notes or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects has expired or have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

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

A. License and Real Estate Taxes.

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

B. Sales and Use Taxes.

The District currently imposes a district sales and use tax (the "CID Sales and Use Tax"), at a rate of one percent (1%) on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo., except sales of motor vehicles, trailers, boats, or outboard motors and sales to or by public utilities and providers of communications, cable, or video services (the "CID Sales and Use Tax"). The CID Sales and Use Tax was approved by a majority of the qualified voters in the District by mail-in ballot as per Section 67.1545, RSMo. The District may not impose a CID Sales Tax that exceeds one percent (1%).

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

The District may impose a special assessment by resolution of the Board if it receives a special assessment petition signed by: (1) owners of real property owning more than fifty percent by assessed value of real property within the boundaries of the District; and (2) more than fifty percent per capita of the owners of all real property within the boundaries of the District. The maximum rates and methods of the annual assessment against each tract, lot, or parcel of real property in the District that may be levied by resolution of the

Board upon presentation of a special assessment petition as described above are as follows: $5.00 per square foot of each building in the District, for a maximum period of ten years, which may be increased annually by an amount not to exceed 2% (the "CID Assessment").

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

Within six (6) months following the date City Council approves an ordinance amending the District as set forth in this Amended Petition, and prior to funding eligible project costs, the District, the City, and the Developer shall enter into an amended cooperative agreement (the "Amended Agreement") to reflect this Amended Petition, and which shall provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the District, City, and Developer for the operations of the District. Failure to execute the Amended Agreement within the aforementioned time period shall invalidate this Petition and result in the reversion back to the prior Petition approved by the Formation Ordinance.

15. Limitations on Borrowing Capacity.

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

16. Limitations on Revenue Generation.

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

17. Other Limitations on District Powers.

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

18. Annual Reports and Meetings.

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

19. Request for Ordinance Amending District.

The Petitioner respectfully requests the City Council of the City of Springfield, Missouri to approve an ordinance amending the District as set forth in this Amended Petition.

20. Severability.

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

21. Consent of Board of Directors

Consent of the Board of Directors of the District approving the amendment of the District's boundaries by removing the Removed Property from the District, and by adding the Added Property to the District, is necessary under the Act. A copy of the District's resolution consenting to and approving the addition of the Added Property to the District, and the removal of the Removed Property from the District is attached hereto as **Exhibit I**.

22. District Obligations

Petitioner states that the District can meet its obligations without the revenues generated by or on the Removed Property after removal.

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

Signature Page to Petition to Amend the
Glenstone and Kearney Community Improvement District

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

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

Owner's Property within District

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

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

Gajanan Investments, Inc.

By: _____ 11-22-21
Harish Patel, President Date

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

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

WITNESS my hand and official seal this 22 day of Nov, 2021

_____
Notary Public

My commission expires: 10/11/24

J CHANDLER
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Oct. 11, 2024
Commission #12610453

CLERK'S RECEIPT OF PETITION

This Petition to amend the Glenstone and Kearney Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 14th day of December 2021.

[SEAL]

Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT A

EXISTING DISTRICT LEGAL DESCRIPTION

TRACT 1:

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

TRACT 2:

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

EXHIBIT B

MAP OF EXISTING DISTRICT BOUNDARIES

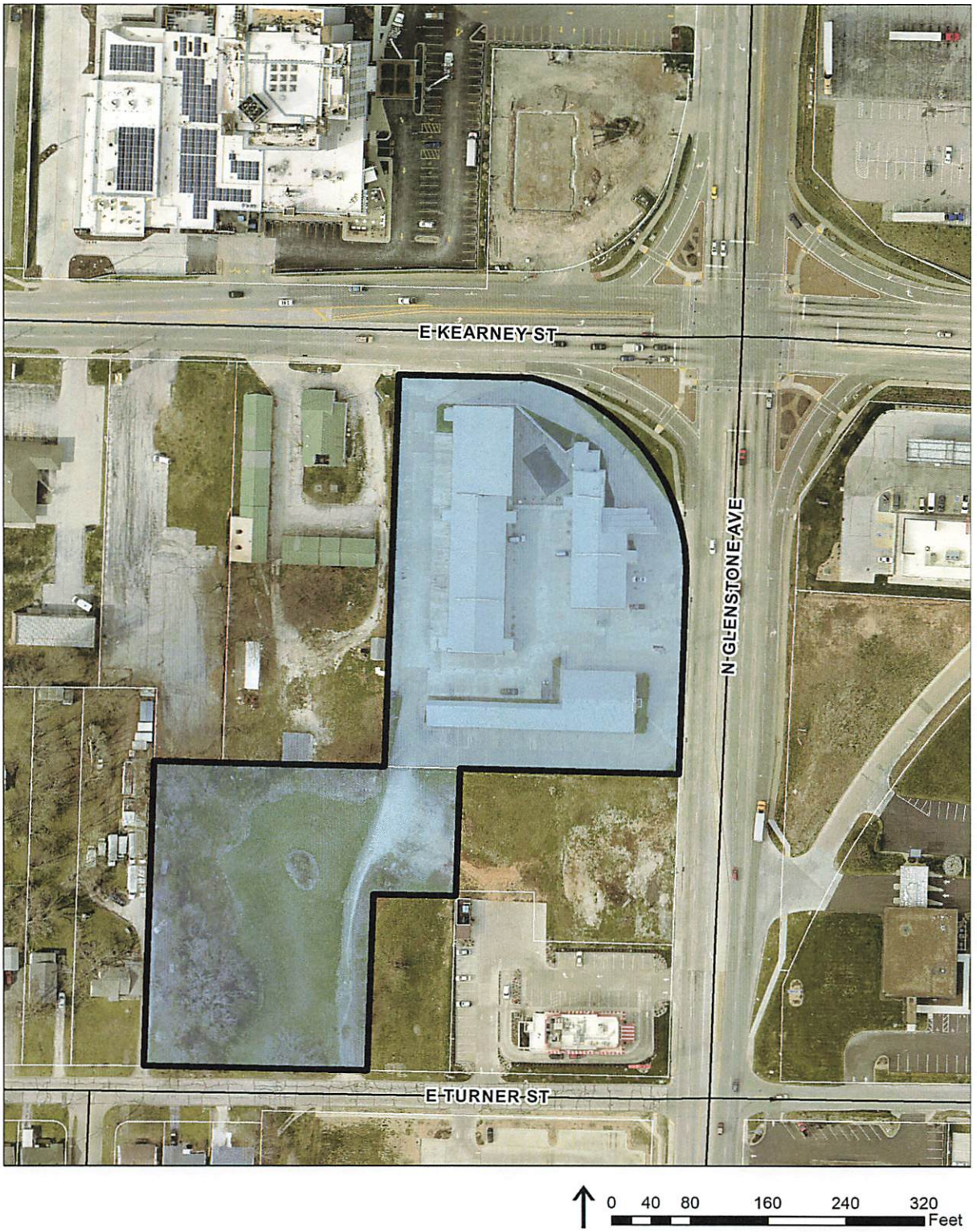

EXHIBIT C
LEGAL DESCRIPTION OF PROPERTY TO BE ADDED AND TO BE REMOVED FROM DISTRICT

Property to be added:

A PORTION OF PROPERTY|LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 29 NORTH, RANGE 21 WEST, SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE SOUTH 02°00'37" WEST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 8.51 FEET TO THE CENTERLINE OF KEARNEY STREET FOR THE POINT OF BEGINNING; THENCE SOUTH 02°00'37" WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 410.04 FEET; THENCE NORTH 89°09'16" WEST A DISTANCE OF 40.46 FEET TO THE WEST RIGHT OF WAY OF GLENSTONE AVENUE; THENCE NORTH 02°04'11" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 146.38 FEET; THENCE NORTH 08°57'06" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 75.86 FEET; THENCE NORTHWESTERLY A DISTANCE OF 206.28 FEET, ALONG SAID RIGHT OF WAY AND ALONG A 270.33 FOOT RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°46'51" WEST, 201.31 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF KEARNEY STREET; THENCE NORTH 88°37'34" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 145.05 FEET; THENCE NORTH 01°29'34" EAST A DISTANCE OF 49.71 FEET TO A POINT ON THE CENTERLINE OF KEARNEY STREET; THENCE SOUTH 88°39'51" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 346.97 FEET TO THE POINT OF BEGINNING;

Property to be removed:

TRACT 1:

A TRACT OF LAND LOCATED IN SECTION SEVEN (7), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), ALL BEING IN GREENE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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TRACT 2:

A TRACT OF LAND LOCATED IN SECTION SEVEN (7), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); ALL BEING IN GREENE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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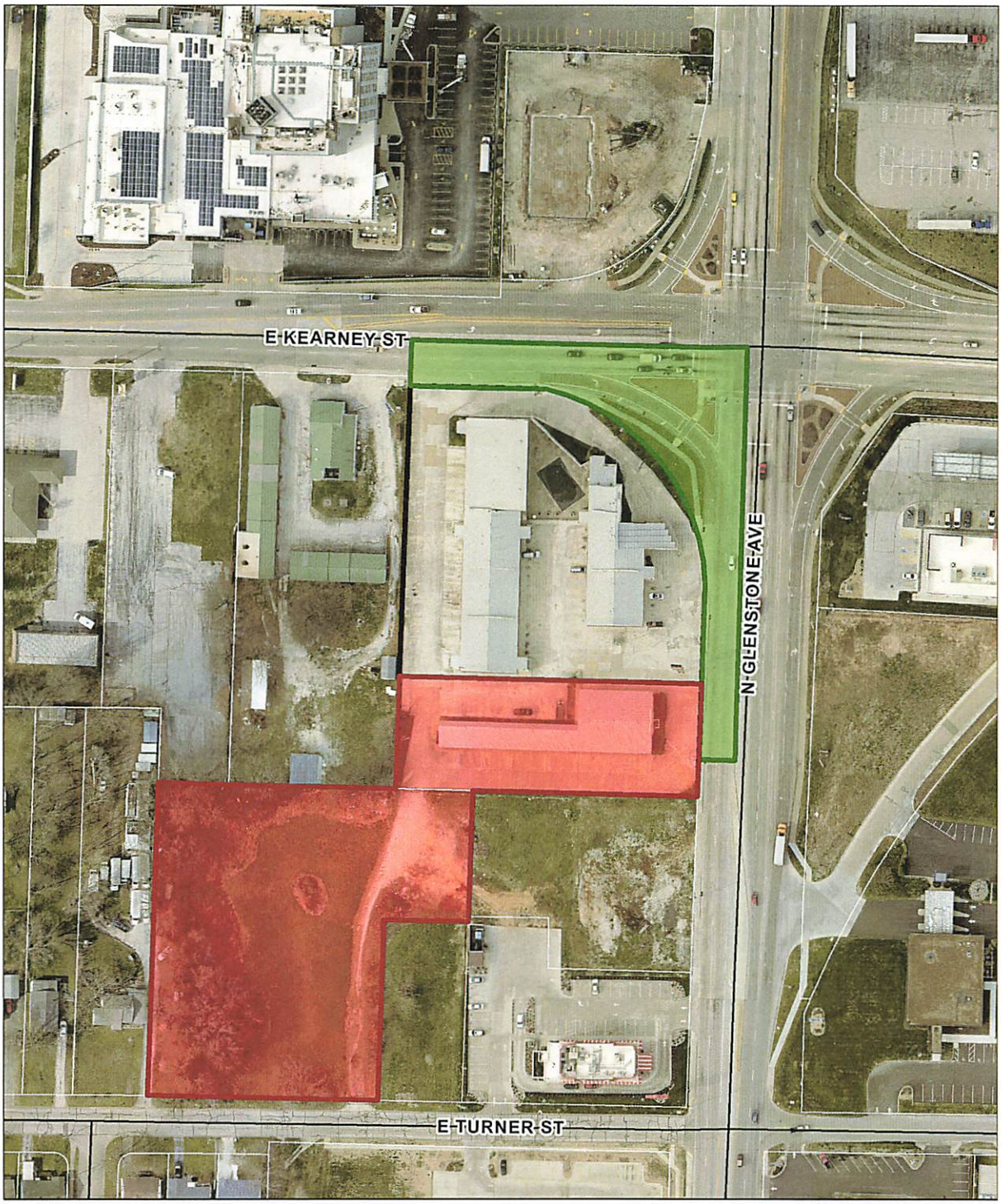
LESS AND EXCEPT ANY OF THE FOLLOWING:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE SOUTH 02°00'37" WEST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 8.51 FEET TO THE CENTERLINE OF KEARNEY STREET FOR THE POINT OF BEGINNING; THENCE SOUTH 02°00'37" WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 410.04 FEET; THENCE NORTH 89°09'16" WEST A DISTANCE OF 40.46 FEET TO THE WEST RIGHT OF WAY OF GLENSTONE AVENUE; THENCE NORTH 02°04'11" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 75.00 FEET; THENCE NORTH 89°09'16" WEST A DISTANCE OF 303.59 FEET; THENCE NORTH 01°29'34" EAST A DISTANCE OF 337.97 FEET TO THE CENTERLINE OF KEARNEY STREET; THENCE SOUTH 88°39'51" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 346.97 FEET TO THE POINT OF BEGINNING; CONTAINING 119,274.5 SQUARE FEET OR 2.74 ACRES

EXHIBIT D

MAP OF PROPERTY TO ADDED TO AND REMOVED FROM DISTRICT



Property to be removed from District

Property to be added to District

0 40 80 160 240 320 Feet

EXHIBIT E
PROPOSED LEGAL DESCRIPTION OF DISTRICT AFTER PROPERTY ADDITION AND REMOVAL

A PORTION OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 29 NORTH, RANGE 21 WEST, SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE SOUTH 02°00'37" WEST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 8.51 FEET TO THE CENTERLINE OF KEARNEY STREET FOR THE POINT OF BEGINNING; THENCE SOUTH 02°00'37" WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 410.04 FEET; THENCE NORTH 89°09'16" WEST A DISTANCE OF 40.46 FEET TO THE WEST RIGHT OF WAY OF GLENSTONE AVENUE; THENCE NORTH 02°04'11" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 75.00 FEET; THENCE NORTH 89°09'16" WEST A DISTANCE OF 303.59 FEET; THENCE NORTH 01°29'34" EAST A DISTANCE OF 337.97 FEET TO THE CENTERLINE OF KEARNEY STREET; THENCE SOUTH 88°39'51" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 346.97 FEET TO THE POINT OF BEGINNING; CONTAINING 119,274.5 SQUARE FEET OR 2.74 ACRES

EXHIBIT F

MAP OF PROPOSED DISTRICT BOUNDARIES AFTER PROPERTY ADDITION AND REMOVAL

EXHIBIT G
LIST OF PROPERTY OWNERS IN THE DISTRCT

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

EXHIBIT H
FIVE YEAR PLAN

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

1) Form and govern the District as provided in this Petition and in accordance with the Act and the Missouri Revised Statutes;

2) Provide or cause to be provided for the benefit of the District, certain CID Projects as described in this Exhibit;

3) Develop funding sources, including the levying of the CID Sales and Use Tax and the CID Assessment, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for the CID Projects in a manner provided in this Amended Petition and as authorized by the Act;

4) Provide for ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the Act and the Cooperative Agreement, as may be amended; and,

5) Such other purposes as authorized or required by the Act.

B. CID Projects

1) **Services.** The services to be performed by the District shall include:

   a) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the Act and the revised statutes of the State of Missouri;

   b) Developing funding sources, including the levying of the CID Sales and Use Tax and the CID Assessment, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for improvements as proposed within this Amended Petition, all in a manner authorized by the Act; and

   c) Providing such accountings, reports and communications as are required by the Act and the Agreement, as may be amended.

2) **Improvements.** The improvements to be performed by the District shall include the following:

   a) Building Demolition. Located within the District are various improvements that were operated as a three-building hotel center. The improvements are over 40 years old and are beyond modernization and factors into the blight in this area. To alleviate this blighted condition, all hotel improvements will be demolished, and any asbestos or other hazardous materials identified will be appropriately removed. Rough grading necessitated by the above work, limited to the area of the improvements demolished, will also be reimbursed under this category of reimbursement.

b) Entryway Modification. There are currently three ingress and egress access points between the District and Glenstone Avenue. In order to make traffic flow safer between the Property and Glenstone Avenue, these three ingress/egress points will be consolidated into one, which also necessitates movement of an overhead electrical power line. The Kearney street access point will also be reduced to improve safety.

3) The estimated costs of the CID Projects to be incurred by the District are set forth in the attached Exhibit H-1. The party or parties constructing the improvements may only be reimbursed by the CID Sales and Use Tax and the CID Assessment for the amounts identified as Reimbursable Project Costs on this Exhibit H-1 and only for the line items described therein (the "Reimbursable Project Costs")

C. **Budget**. The anticipated sources of funds to pay the costs, the anticipated terms of the sources of funds to pay the costs, and the estimated five-year budget are set forth in the attached Exhibit H-2. It is anticipated that the District will pay all of the CID Obligations within 20 years.

EXHIBIT H-1
ESTIMATED CID PROJECT COSTS

Demolition of improvements including any required hazardous material remediation; rough grading relating to the above:	$300,000
Consolidation of Ingress/Egress and Electric Pole Move:	$100,000
Total Estimated Hard Cost:	$400,000
Professional Fees/Engineering Fees/Legal Fees/Consulting Fees:	$30,000
Total Estimated Cost:	$430,000

EXHIBIT H-2
FIVE-YEAR BUDGET WITH ANTICIPATED SOURCES OF FUNDS AND TERMS OF SOURCES OF FUNDS

Year:	1	2	3	4	5
Income					
Loan	$430,000				
Sales Tax		$30,000	$33,000	$35,000	$37,000
Assessment		$15,000	$15,300	$15,606	$15,918
Gross Income	**$430,000**	**$45,000**	**$48,300**	**$50,606**	**$52,918**
less					
MO Collection Fee		($300)	($330)	($350)	($370)
City Admin Fee		($450)	($495)	($525)	($555)
Third Party CID Administator		($3,000)	($3,000)	($3,000)	($3,000)
Net Income	**$430,000**	**$41,250**	**$44,475**	**$46,731**	**$48,993**
Expenses					
Reimbursement to Developer/Loan		**$41,250**	**$44,475**	**$46,731**	**$48,993**
Loan					
Capitalized Interest	$23,650	$24,951	$24,054	$22,931	$21,622
Loan Payment		($41,250)	($44,475)	($46,731)	($48,993)
Balance	**$453,650**	**$437,351**	**$416,930**	**$393,130**	**$365,759**

The District will obtain a loan from the Developer to cover the initial cost of the CID Projects. The term will match the Life of the District, and will be at an annual interest rate of Prime Rate plus 2% (the "District Loan"). The District Loan will be paid back solely through the CID Sales & Use Tax and the CID Assessment, after first paying District administrative expenses. The CID Sales & Use Tax will last for the Life of the District, and the CID Assessment will last for 10 years after the initial assessment is made. Any remaining funds owed on the District Loan as of the end of the Life of the District shall be forgiven.

EXHIBIT I
CONSENT OF BOARD OF DIRECTORS TO ADD PROPERTY TO AND REMOVE PROPERTY FROM THE DISTRICT

RESOLUTION NO. 2021:05

GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT APPROVING AMENDMENT TO DISTRICT BOUNDARIES; AUTHORIZING SUBMISSION OF AN AMENDED PETITION TO CITY OF SPRINGFIELD FOR APPROVAL; AUTHORIZING A NEW COOPERATIVE AGREEMENT WITH THE CITY; AND OTHER ACTIONS RELATED THERETO.

WHEREAS, the Glenstone and Kearney Community Improvement District ("District"), was formed effective July 27, 2020 by Ordinance No. 27359 adopted by the Springfield City Council, and is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo, as amended ("Act"); and

WHEREAS, the District was formed to fund certain improvements, namely, the removal of blight within the District by demolition of the existing hotel improvements, removal of any hazardous materials and rough grading the demolished area;

WHEREAS, since for District was formed, three have been changes in the redevelopment project within the District which require changes that must be approved by the City of Springfield upon presentation of an Amended Petition in accordance with the Act, such changes summarized as follows: (a) add to the list of District Projects by moving certain ingress/egress points along Glenstone Avenue and Kearney Street and moving electrical utilities; and (b) amend the boundaries and remove property from and add property to the District; and (c) add the possibility of levying an assessment within the District; and

WHEREAS, all property within the District, originally and as amended, are owned by Gajanan Investments, Inc. (the "Petitioner"); and

WHEREAS, Petitioner has executed an Amended Petition to change the District in accordance with the above, which Amended Petition reflects the addition and removal of property to the District as shown on Exhibit A; and

WHEREAS, the District desires to consent to, to have filed and to have approved such Amended Petition, adding property to and removing property from the district as shown on Exhibit A, permitting the District to levy an assessment, and to add to the list of District Projects as set forth above.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The Board of Directors acknowledges receipt of the Amended Petition and the Board of Directors approves and consents to the contents of said Amended Petition, to the filing of the same, and to the approval of the same by the City of Springfield.

2. The Board of Directors approves the addition of property to, and the removal of property from, the District, as shown on Exhibit A. Upon the removal of the indicated property from the District, such property shall be no longer subject to the District's sales tax or assessment.

3. The Board of Directors finds that the District will be able to meet its obligations without the revenues generated by or on the property removed from the District after the same has been removed from the District.

4. The Amended Petition is approved in substantially the form presented on this date to the Board of Directors, subject to such changes, additions or deletions as may be deemed necessary or desirable by the District's officers, upon the advice of counsel, to carry out the purpose and intent of this Resolution.

5. The District's officers and legal counsel are authorized and directed to submit the Amended Petition to the City Clerk for approval by the City Council of the City of Springfield, Missouri following a public hearing in accordance with the Act.

6. The Board of Directors hereby approves an amendment to or restatement of the Cooperative Agreement signed in 2020 by and between the City of Springfield, MO, Missouri Commercial Development, LLC, as Developer, and the District (the "Cooperative Agreement"), as necessary to account for the changes as reflected in said Amended Petition.

7. The District's officers and legal cousel are authorized and directed to execute and deliver the amendment to or restatement of the Cooperative Agreement for and on behalf of the District, subject to such changes, additions, or deletions that such officer, upon the advice of legal counsel, may deem necessary or desirable and execution of said amendment or restatement by such officer for and on behalf of the District shall be conclusive evidence of such officer's approval thereof

8. The officers of the District are authorized and directed to take all further action necessary to carry out the purpose and intent of this Resolution, including, without limitation, taking steps as such officers deem necessary or desirable to satisfy any preconditions as the City may establish to the amendment of the District.

9. This Resolution shall take effect immediately.

Adopted December 7, 2021.

Kevin Guffey, Chairman

EXHIBIT A
MAP OF PROPERTY TO BE ADDED AND TO BE REMOVED FROM DISTRICT

City Clerk Verification

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

1. A petition to amend the Glenstone and Kearney Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 14th day of December 2021.

2. I have reviewed the petition and have determined on December 20, 2021, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: 12/20/2021

Anita J. Cotter

Anita J. Cotter, CMC/MRCC
City Clerk

Exhibit B

AMENDED AND RESTATED COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

the

GLENSTONE AND KEARNEY

COMMUNITY IMPROVEMENT DISTRICT,

and

MISSOURI COMMERCIAL DEVELOPMENT, LLC

dated as of

_____, 2022

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AMENDED AND RESTATED COOPERATIVE AGREEMENT

THIS AMENDED AND RESTATED COOPERATIVE AGREEMENT ("**Agreement**"), entered into as of this ____ day of _____, 2022, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "**City**"), the **GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the "**District**"), and **MISSOURI COMMERCIAL DEVELOPMENT, LLC** (the "**Developer**") (the City, District and Developer being sometimes collectively referred to herein as the "**Parties**", and individually as a "**Party**", as the context so requires).

WITNESSETH:

WHEREAS, on June 25, 2020, Gajanan Investments, Inc., owner of the real property, filed the "Petition to Establish the Glenstone and Kearney Community Improvement District" (the "**Petition**"), which proposed formation of the District; and

WHEREAS, the City Council of Springfield, Missouri (the "**City Council**"), passed Special Ordinance 27359, which approved the Petition and formed the District, on July 27, 2020; and

WHEREAS, as required by the Petition, the District, the City, and the Developer previously entered into an agreement that provided for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the District, City, and Developer for the operations of the District (the "**Original Cooperative Agreement**"); and

WHEREAS, on December 14, 2021, Gajanan Investments, Inc., owner of the real property, filed the Amended Petition for the Glenstone and Kearney Community Improvement District (the "**Amended Petition**"), which removes approximately 2.67 acres of property from the south side of the District, adds approximately 0.83 acres of public right-of-way located along South Glenstone Avenue and East Kearney Street to the District, modifies the CID Projects, authorizes the District to impose special assessments on real property, and includes other provisions necessary to implement a revised business plan by the Developer within the boundaries of the District; and

WHEREAS, the Amended Petition requires the District and the Developer to enter into an amended agreement with the City to provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the District, City, and Developer for the operations of the District; and

WHEREAS, on _____, 2022, the City Council passed Special Ordinance ___, which approved the Amended Petition; and

WHEREAS, the parties intend for this Agreement to amend, restate and replace in its entirety the Original Cooperative Agreement among the parties; and

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

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

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

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

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

Section 1.2 Definitions.

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

"**Administrative Fee**" means the 1.5% of the total CID Sales Tax Revenues that the City shall receive as compensation for the reasonable and actual expenses incurred by the City (1) to establish the District and to review annual budgets and reports of the District required to be submitted to the City, and (2) for its administration efforts with the District and its review of project costs for certification and reimbursement, pursuant to Section 3.3 of this Agreement.

"**Board**" means the Board of Directors of the District.

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

"**CID Projects**" means the services and public improvements within the District, eligible under the CID Act, that are provided for and constructed for or in connection with

the District, as set forth in the Amended Petition and further described in **Exhibit A-1** attached hereto.

"**CID Sales Tax**" means the sales and use tax levied by the District on all retail sales made within its boundaries which are subject to taxation as set forth in section 67.1545 of the CID Act, at a maximum rate of 1% as set forth in the Amended Petition.

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

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

"**Collection Fee**" means the 1% of the total CID Sales Tax Revenues that the City shall receive, in addition to the Administrative Fee, if the City collects the CID Sales Tax as set forth in Section 3.2 of this Agreement.

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

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

"**Excusable Delays**" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

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

"**Ordinance**" means an ordinance enacted by the City Council.

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

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

2. All Operating Costs of the District; and

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

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

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

B. The CID has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of the Board, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

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

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

E. Consideration and public benefit: The District acknowledges that construction of the CID Projects is of significant value to the District, the property within the District, and the general public. The District finds and determines that the CID Projects will promote the economic welfare and the development of the City and the State of Missouri through: (1) the creation of temporary and permanent jobs; (2) the remediation of blight inside the District; (3) stimulating additional development in the area near the CID Projects; (4) increasing local and state tax revenues; and (5) providing necessary public infrastructure improvements for the District and other surrounding development. Further, the District finds that the CID Projects conform to the purposes of the CID Act.

Section 2.2 Representations by the City.

The City represents that:

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

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

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

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

E. Consideration and public benefit: The City acknowledges that construction of the CID Projects is of significant value to the City and the general public. The City finds and determines that the CID Projects will promote the economic welfare and the development of the City and the State of Missouri through: (1) the creation of temporary and permanent jobs; (2) the remediation of blight inside the District; (3) stimulating additional development in the area near the CID Projects; (4) increasing local and state tax revenues; and (5) providing necessary public infrastructure improvements for the District and other surrounding development. Further, the City finds that the CID Projects conform to the purposes of the CID Act.

Section 2.3 Representations by the Developer.

The Developer represents that:

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

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

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

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

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District shall receive the CID Sales Tax Revenues from the Missouri Department of Revenue, or collected by the City as provided herein, which shall be used to pay the City's Administrative Fee and Collection Fee, to reimburse the Developer for Reimbursable Project Costs incurred by the Developer, and to reimburse the District for Operating Costs incurred by the District in the order of priority set forth herein. The District and the City shall have no obligation to reimburse the Developer for Project Costs until a Certificate of Completion and

Reimbursable Project Costs has been approved (as described in Section 4.3) and after and to the extent CID Sales Tax Revenues have been collected and are available for payment to Developer in accordance with this Agreement.

Section 3.2 Administration and Collection of the CID Sales Tax.

The Parties anticipate that the CID Sales Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act. In the event that the Department of Revenue refuses such collection and allows the City to collect in lieu of state collection, the City shall collect the CID Sales Tax. The City agrees to perform for the District all functions incident to the administration and enforcement of the CID Sales Tax, pursuant to the CID Act and this Agreement. The District will enact a resolution that (1) imposes the CID Sales Tax (subject to qualified voter approval), (2) authorizes the City to perform all functions incident to the administration, enforcement, and operation of the CID Sales Tax, (3) authorizes the City to collect in lieu of state collection, if the Department of Revenue refuses to collect, and (4) prescribes any required forms and administrative rules and regulations for reporting and collecting the CID Sales Tax. After collection by the Department of Revenue and/or the City (as the case may be), and after the CID Sales Tax Revenues have been transferred to the District, the CID Sales Tax Revenues shall be deposited by the District directly into a special trust account in accordance with the resolution adopted by the District. The District may amend the forms, administrative rules, and regulations applicable to the administration, collection, enforcement, and operation of the CID Sales Tax, as needed.

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

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

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

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

Section 3.4 Operating Costs.

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

Section 3.5 Enforcement of the CID Sales Tax.

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

Section 3.6 Distribution of the CID Sales Tax Revenues.

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

1. The District shall pay the City's Administrative Fee and Collection Fee, if applicable, as set forth in Section 3.3.

2. The District shall pay Operating Costs of the District.

3. The District shall pay Developer's Reimbursable Project Costs.

Section 3.7 Records of the CID Sales Tax Revenues.

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

Section 3.8 Repeal of the CID Sales Tax.

When: (1) the Developer has been fully reimbursed for the costs incurred by the Developer: (a) to finance the CID Projects and Reimbursable Project Costs and (b) to pay ongoing Operating Costs associated with and required by the business of the District, or (2); July 27, 2050, whichever occurs first, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales Tax and abolishment of the District.

The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if: (1) any CID Sales Tax Revenues are due to the City for outstanding Administrative Fees; or (2) the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or (3) any portion of the District's obligations remain unpaid. The City's obligation to perform for the District any functions incident to the administration, collection, enforcement, and operation of the CID Sales Tax for the District shall terminate concurrent with the repeal of the CID Sales Tax levied by the District.

Upon repeal of any CID Sales Tax, the District shall:

1. Pay the City's Administrative Fee and Collection Fee, if applicable, to which it is entitled in accordance with this Agreement.

2. Pay all outstanding Operating Costs to the District.

3. Pay all unpaid Reimbursable Project Costs to the Developer.

4. Retain any remaining CID Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECTS

Section 4.1 Design and Construction of the CID Projects.

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

Section 4.2 Financing the CID Projects.

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

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

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

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

Title to the CID Projects shall at all times be vested in the name of the Developer, the City, or another appropriate entity. The District shall have no ownership of CID Projects that are dedicated to the City. The District shall not be responsible for maintenance of such CID Projects that are dedicated to the City. The Developer or the District shall be responsible for obtaining and maintaining insurance for the design, construction, operation, and maintenance of the CID Projects in such form and amounts as required by applicable City or state law.

Section 4.5 Annual Budget.

The fiscal year for the District shall be the same as the fiscal year of the City.

The budget for the District's first fiscal year shall be prepared and submitted to the City Council within ninety (90) days after execution of this Agreement.

For each subsequent fiscal year of the District, the Board shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed annual budget for the upcoming fiscal year to the City Council, which shall be approved by the Board. Each budget for the District shall be prepared in accordance with all applicable state statutes, including Section 67.1471 RSMo, as amended. The City Council may review the proposed budget and provide comments to the Board, which shall be submitted in writing no later than sixty (60) days prior to the first day of the relevant fiscal year. Such comments shall not constitute requirements but shall only be recommendations. The Board shall consider the City Council's comments, if any, and it may amend the proposed budget accordingly if it so chooses. The Board shall adopt the annual budget no later than thirty days prior to the first day of the fiscal year.

Section 4.6 New CID Projects.

The District may use CID Sales Tax Revenues, as such revenues are available, to pay Reimbursable Project Costs for all CID Projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any additional CID Projects which are not reasonably described in **Exhibit D** to the Amended Petition, except with the prior approval of the City Council. Payments due to the City pursuant to the priority established in Section 3.6 for its Administrative Fee shall take priority over any costs associated with new CID Projects.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the District.

The District shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles, consistently applied, and will furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the Springfield City Clerk and the Missouri Department of Economic Development stating the services provided, revenues collected, and expenditures made by the District during such fiscal year; stating the dates the District adopted its annual budget, submitted its proposed annual budged to the City Council, and submitted its annual report to the City Clerk; and including copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents, and vouchers relating to its business, affairs, and properties that are otherwise considered public information and not confidential in nature shall at all times during regular

business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

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

Section 5.3 Consent by Tenants and Transferees.

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

> **Community Improvement District:** Tenant acknowledges and consents that the Leased Premises are a part of the Glenstone and Kearney Community Improvement District ("District") created by Springfield, Missouri (the "City"), and that the District imposes a sales tax on Tenant's economic activities which will be applied toward the costs of improvements for the District. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant shall prominently display the rate of the sales tax imposed or increased at the cash register area. Tenant hereby acknowledges and agrees that the District, and the City, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

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

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

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

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

The Parties agree that:

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

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

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

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

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

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

Section 6.2 Remedies on Default.

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

Section 6.3 Rights and Remedies Cumulative.

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

Section 6.4 Waiver of Breach.

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

Section 6.5 Excusable Delays.

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

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

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

Section 7.2 Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant, or agreement in this Agreement maintained against any past, present, or future officer, member, employee, director, or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any

successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agree to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs, and/or expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

Section 7.3 Modification.

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

Section 7.4 Applicable Law and Venue.

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

Section 7.5 Validity and Severability.

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

Section 7.6 Execution of Counterparts.

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

Section 7.7 City Approvals.

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

Section 7.8 District Approvals.

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

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

ATTEST:

THE CITY OF SPRINGFIELD, MISSOURI

_____
City Clerk

By:_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT

By:_____
Name:
Title:

ATTEST

By:_____

MISSOURI COMMERCIAL DEVELOPMENT, LLC

By:_____
Name:
Title:

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

A PORTION OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 29 NORTH, RANGE 21 WEST, SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE SOUTH 02°00'37" WEST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 8.51 FEET TO THE CENTERLINE OF KEARNEY STREET FOR THE POINT OF BEGINNING; THENCE SOUTH 02°00'37" WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 410.04 FEET; THENCE NORTH 89°09'16" WEST A DISTANCE OF 40.46 FEET TO THE WEST RIGHT OF WAY OF GLENSTONE AVENUE; THENCE NORTH 02°04'11" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 75.00 FEET; THENCE NORTH 89°09'16" WEST A DISTANCE OF 303.59 FEET; THENCE NORTH 01°29'34" EAST A DISTANCE OF 337.97 FEET TO THE CENTERLINE OF KEARNEY STREET; THENCE SOUTH 88°39'51" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 346.97 FEET TO THE POINT OF BEGINNING; CONTAINING 119,274.5 SQUARE FEET OR 2.74 ACRES

EXHIBIT A-1

ESTIMATED COSTS OF CID PROJECTS

A. Estimated CID Projects Costs

Demolition of improvements including any required hazardous material remediation; rough grading relating to the above:	$300,000
Consolidation of Ingress/Egress and Electric Pole Move:	$100,000
Total Estimated Hard Cost:	$400,000
Professional/Engineering/Legal/Consulting Fees	$30,000
Total Estimated Cost:	$430,000

B. Projected CID Revenues/Disbursement Budget

Year:	1	2	3	4	5
Income					
Loan	$430,000				
Sales Tax		$30,000	$33,000	$35,000	$37,000
Assessment		$15,000	$15,300	$15,606	$15,918
Gross Income	**$430,000**	**$45,000**	**$48,300**	**$50,606**	**$52,918**
less					
MO Collection Fee		($300)	($330)	($350)	($370)
City Admin Fee		($450)	($495)	($525)	($555)
Third Party CID Administrator		($3,000)	($3,000)	($3,000)	($3,000)
Net Income	**$430,000**	**$41,250**	**$44,475**	**$46,731**	**$48,993**
Expenses					
Reimbursement to Developer/Loan		**$41,250**	**$44,475**	**$46,731**	**$48,993**
Loan					
Capitalized Interest	$23,650	$24,951	$24,054	$22,931	$21,622
Loan Payment		($41,250)	($44,475)	($46,731)	($48,993)
Balance	**$453,650**	**$437,351**	**$416,930**	**$393,130**	**$365,759**

The District will obtain a loan from the Developer to cover the initial cost of the CID Projects. The term will match the Life of the District and will be at an annual interest rate of Prime Rate plus 2% (the "District Loan"). The District Loan will be paid back solely through the CID Sales & Use Tax and the CID Assessment, after first paying District administrative expenses. The CID Sales & Use Tax will last for the Life of the District, and the CID Assessment will last for 10 years after the initial assessment is made. Any remaining funds owed on the District Loan as of the end of the Life of the District shall be forgiven.

EXHIBIT B

MAP OF DISTRICT

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

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

Re: Completion and Certification of the _____ Reimbursable Project Costs

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

1. The capital improvements of the CID Projects, or an appropriate portion thereof, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements of the CID Projects.

2. Each item listed on *Schedule 1* attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction of the CID Projects.

3. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.

4. No item listed on *Schedule 1* has previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.

7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

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

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

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

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

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

Dated this _____ day of _____, 20____.

MISSOURI COMMERCIAL DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

Approved:

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

By: _____
Name: _____
Title: _____

Date: _____

SCHEDULE 1 TO CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Project Costs

EXHIBIT D

FORM OF
CERTIFICATE OF PAYMENT OF ADMINISTRATIVE FEE

To: City of Springfield, Missouri

Re: Certification of the _____ Payment of Administrative Fee

1. The City is entitled to receive an Administrative Fee for its administration efforts with the District and its review of Reimbursable Project Costs for certification and reimbursement in the amount of one and one-half percent (1.5%) of the total CID Sales Tax Revenues.

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

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

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

Dated this _____ day of _____, 20__.

GLENSTONE AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____
Title: _____

Payment accepted this ____ day of _____, 20_____:

CITY OF SPRINGFIELD, MISSOURI,

By: _____
Name: _____
Title: _____

One-rdg. _____
P. Hrngs. x
Pgs. 19
Filed: 01-04-22

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 003 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 38.95 acres of property generally located at 3908, 3972, and 4038 East Woodhue Lane from Planned Development 305 to R-SF, Residential Single-family; establishing Conditional Overlay District No. 206; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

_____

WHEREAS, an application has been filed for a zoning change of the property generally located at 3908, 3972, and 4038 East Woodhue Lane from Planned Development 305 to R-SF, Residential Single-family, with Conditional Overlay District No. 206; and

WHEREAS, Conditional Overlay District No. 206 shall modify the requirements of the Springfield Land Development Code Section 36-380, R-SF, Single-family residential district, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

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

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

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

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

Section 1 – The property described in “Exhibit B,” which is attached hereto and incorporated herein by this reference, is hereby rezoned from Planned Development 305 to R-SF, Residential Single-family, with Conditional Overlay District No. 206. Springfield Land Development Code, Section 36-306, ‘Official zoning map and rules for interpretation,’ is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 206 which shall contain the requirements and standards provided in “Exhibit A,” which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 206 shall modify the requirements of the Springfield Land Development Code Section 36-380, R-SF, Single-family residential district, by requiring the property described on “Exhibit B” comply with the requirements contained in “Exhibit A.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -003

FILED: 01-04-22

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 38.95 acres of property generally located at 3908, 3972 and 4038 East Woodhue Lane from Planned Development 305 to R-SF, Residential Single-family and establishing Conditional Overlay District No. 206. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-22-2021/ CONDITIONAL OVERLAY DISTRICT NO. 206

The applicant is requesting to rezone approximately 38.95 acres of property generally located at 3908, 3972 and 4038 East Woodhue Lane from Planned Development 305 to R-SF, Residential Single-family and establishing Conditional Overlay District No. 206. The applicant intends to develop a single-family home development. This rezoning is being processed concurrently with the Preliminary Plat of Hickory Hills Phase III.

REMARKS: The Planning and Zoning Commission held a public hearing on December 16, 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 Growth Management & Land Use Plan element of the Comprehensive Plan identifies the subject property as appropriate for Low Density Housing.

2. The Plan encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.

3. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance.

4. The R-SF district is consistent with adjacent property in this area which are zoned and used for single-family residential development.

Submitted by:

Michael Sparlin

Michael Sparlin,
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-22-2021 & CONDITIONAL OVERLAY DISTRICT NO. 206

The requirements of *Section 36-380* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Dedicate additional right-of-way necessary for total right-of-way to equal fifty-five (55) feet from the established centerline of Farm Road 132.

2. The minimum setback for gates shall be approved by the Greene County Highway Department.

3. Per City Code Section 36-471, sidewalk is required to be constructed along the property frontage on Farm Road 132. The applicant has an option to seek approval to pay a fee in lieu of sidewalk construction by applying to the Administrative Review Committee. If approved, the fee must be paid prior to approval of a building permit.

4. Public Improvement Plans are required for all private streets and private streets must be constructed to City of Springfield Street Standards set forth in the Design Guide for Public Improvements. These plans must be submitted, and improvements constructed, or funds escrowed prior to issuance of a building permit.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-22-2021 & CONDITIONAL OVERLAY DISTRICT NO. 206

All that part of the North Half of Section 22, Township 29 North, Range 21 West of the Fifth Principal Meridian, City of Springfield, Greene County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 22; thence, South 87°46'50" East, along and with the North line of said Quarter Section, a distance of 29.12 fee to the Northeast corner of Hickory Hills Phase II and the POINT OF BEGINNING; thence, South 87°46'50" East, along and with the North line of the Northeast Quarter of said Section 22, a distance of 1951.25 feet; thence, South 01°03'30" West, a distance of 785.55 feet to the Northeast corner of Lot 17 of Hickory Hills Phase I; thence, Southwesterly, along and with the North line of said Phase I, the following ten (10) courses:

South 51°24'13" West, a distance of 73.37 feet; thence, South 70°39'00" West, a distance of 71.08 feet; thence, South 84°53'38" West, a distance of 57.63 feet; thence, South 76°21'18" West, a distance of 79.92 feet; thence, South 81°41'48" West, a distance of 92.10 feet; thence, South 71°38'47" West, a distance of 116.26 feet; thence, North 84°08'33" West, a distance of 204.21 feet; thence, North 89°53'52" West, a distance of 93.89 feet; thence, South 85°43'08" West, a distance of 100.99 feet; thence, North 79°56'08" West, a distance of 94.49 feet to the Northwest corner of Lot 22 of said Hickory Hills Phase I; thence, South 00°19'14" West, along and with the West line of said Lot 22, a distance of 236.88 feet to the North line of Hickory Hills Country Club; thence, North 87°31'51" West, along and with said North line, a distance of 1036.05 feet to the Southeasterly line of Lot 33 of Hickory Hills Phase II; thence, following along and with the Southeasterly and Easterly lines of said Hickory Hills Phase II, the following six (6) courses:

North 69°00'38" East, a distance of 42.61 feet; thence, North 73°55'15" East, a distance of 365.26 feet; thence, North 56°20'00" East, a distance of 331.43 feet to the Southeast corner of Lot 24 of said Phase II; thence, North 38°16'11" West, along and with the aforementioned Easterly line of said Phase II, a distance of 708.20 feet; thence, North 72°46'36" West, a distance of 183.94 feet; thence, North 00°07'53" East, a distance of 255.82 feet to the POINT OF BEGINNING, containing 38.95 acres, more or less, and being subject to easements, restrictions, or rights-of-way, if any.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-22-2021 & CONDITIONAL OVERLAY DISTRICT NO. 206
Planning and Zoning Commission – December 16, 2021

Z-22-2021 w/COD #206
3972 East Woodhue Lane
Applicant: Hickory Land Company, LLC

Mr. Hosmer states that this is a request to rezone approximately 38.95 acres of property generally located at 3908, 3972 and 4038 East Woodhue Lane from Planned Development 305 to R-SF, Residential Single-family and establishing Conditional Overlay District No. 206. The Comprehensive Plan identifies this area as Low-Density Housing. The property is currently zoned PD 305 which allows for single family but lots of at least 14,000 square feet. The Transportation Plan classifies Farm Rd 132 as a Primary Arterial roadway and a Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, but there is a cave and an associated sinkhole and there is a stream buffer area on the south side. A fee in lieu of stormwater detention will be allowed.

The proposed Conditional Overlay District will:
- Require additional ROW along Farm Road 132
- Require gate setbacks according to Greene County Standards,
- Sidewalks along Farm Road 132, and
- Meet public improvement plan standards.

Staff recommends approval.

Mr. Colony asked what Planned Development 305 was originally developed for and if a traffic survey was required and ROW correction.

Mr. Hosmer noted ROW requires a survey and this is a residential area and there was a traffic study completed.

Mr. Knuckles also asked about the residential area to the east and if it is a 55+ community and Mr. Hosmer stated that the representative can answer.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, 1200 E. Woodhurst representing the owner and here to answer any questions, noting a traffic study completed and that the residential lots to the east are smaller (not 55+) and part of a phase and a gated community.

Mr. Colony questioned about the traffic study and Mr. Lee noted that this is with new counts.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Knuckles motioned to recommend **approval** of Z-22-2021 w/COD #206 (3972 East Woodhue Lane). Ms. Bruce seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce, Jobe, Lebeck, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin.

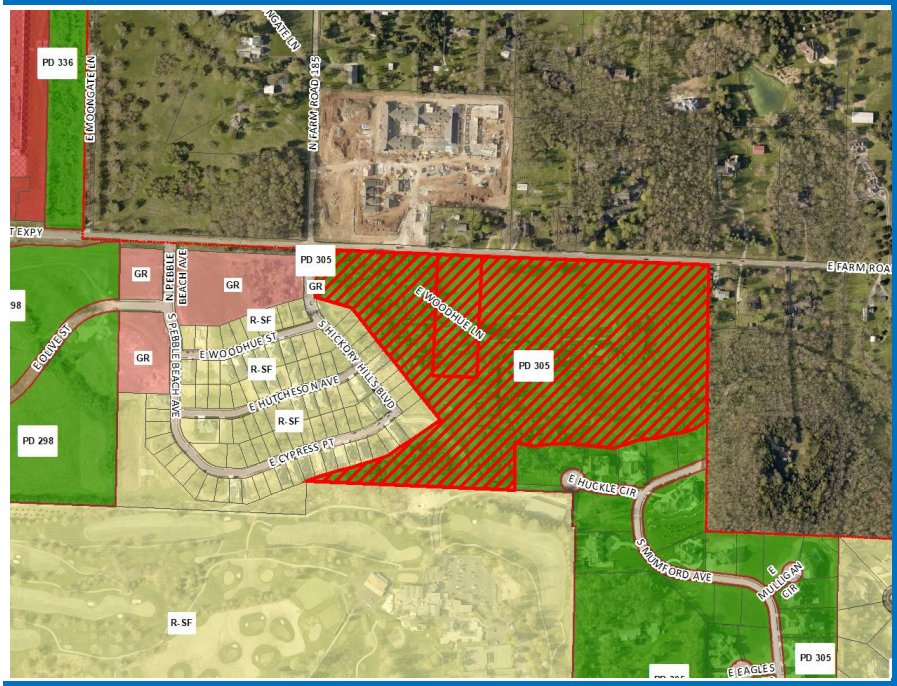
Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 16, 2021

CITY COUNCIL PUBLIC HEARING: January 10, 2022



CASE: Z-22-2021 w/COD #206

ACRES: Approximately 38.95 acres

LOCATION: 3908, 3972 & 4038 East Woodhue Lane

EXISTING LAND USE: Single-family residence

APPLICANT: Hickory Land Company LLC

STAFF: Michael Sparlin, Senior Planner 417-864-1091

STAFF RECOMMENDATIONS: Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 38.95 acres of property generally located at 3908, 3972 and 4038 East Woodhue Lane from Planned Development 305 to R-SF, Residential Single-family and establishing Conditional Overlay District No. 206.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.

2. The *Plan* encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.

3. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance.

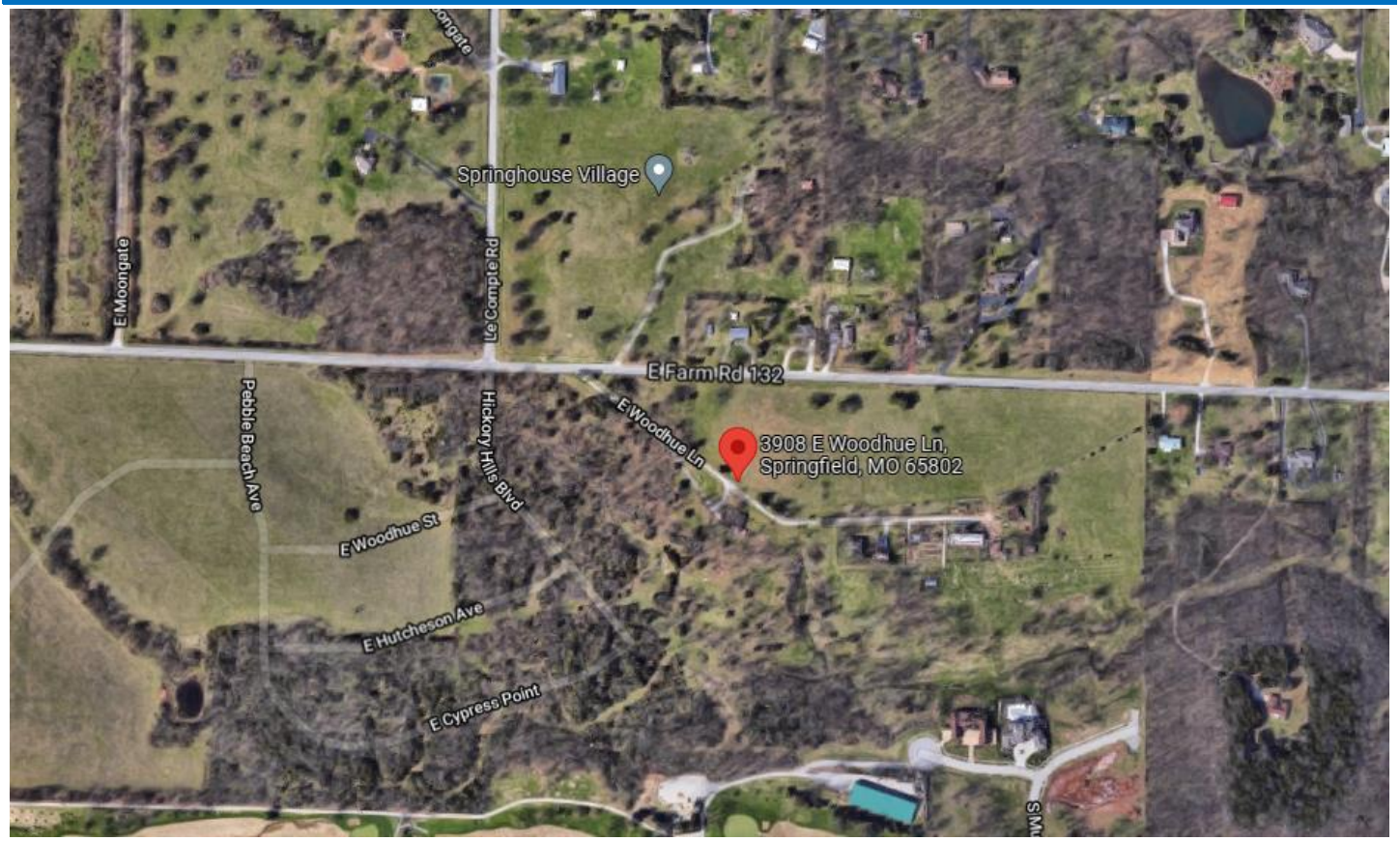
4. The R-SF district is consistent with adjacent property in this area which are zoned and used for single-family residential development.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1, PAD-1710	R-SF	County A-1	R-SF, GR
LAND USE	Single-family residence	Golf course and single-family residence	Single-family residence	Single-family residence

Development Review Staff Report

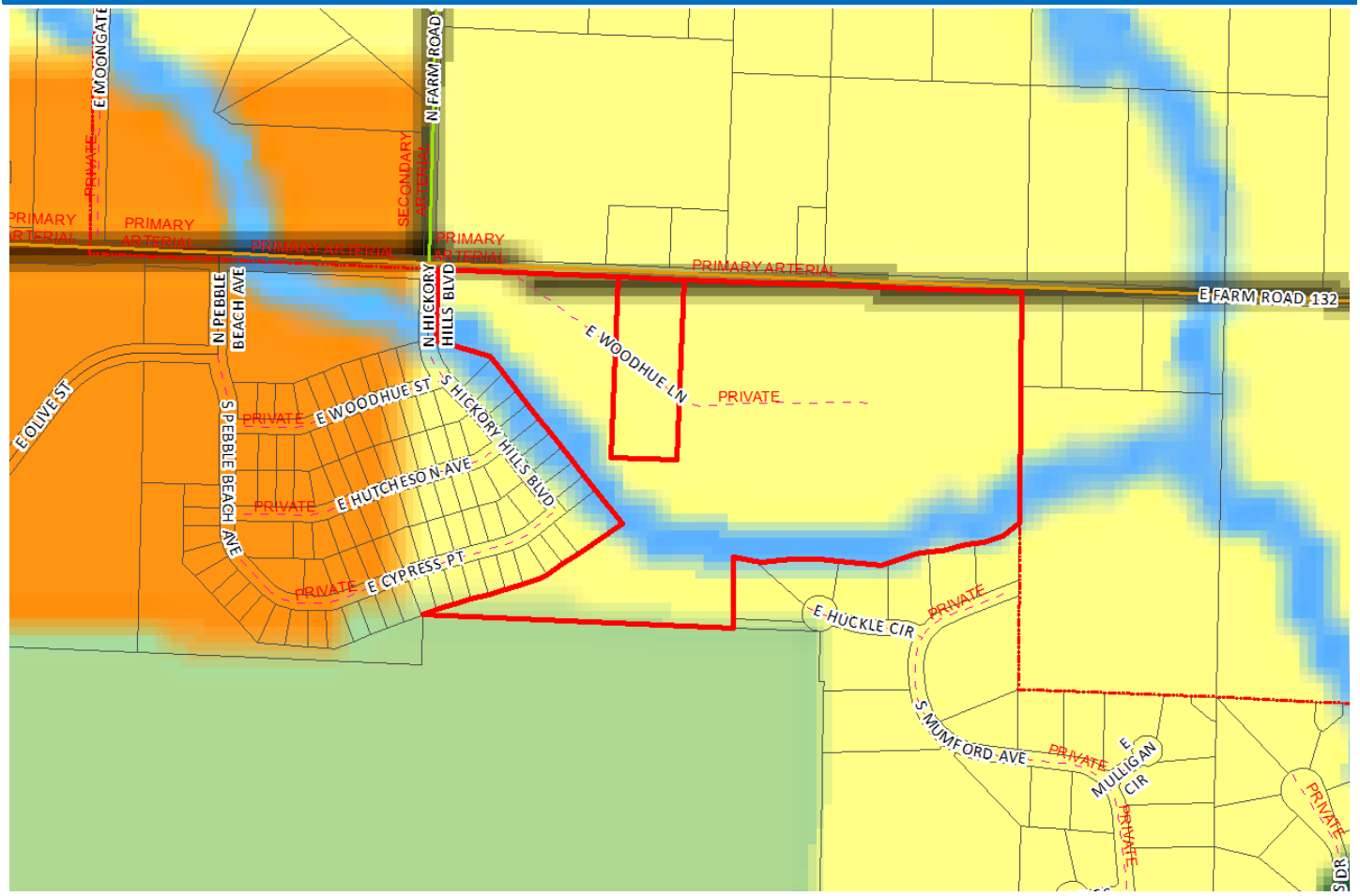
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



- 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 was annexed into the City in 2006 and rezoned from County A-1 to Planned Development No. 305 at that time.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-SF
Use Limitations	(a)All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (b)No use shall emit an odor than creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
Maximum Structure Height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Lot size requirements	Minimum lot area: 6,000 square feet Minimum lot width: 50 feet Minimum lot depth: 80 feet
Minimum open space requirements	Not less than 30 percent
Bulk plane	None
Bufferyard and landscaping	A landscaping plan meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved for all uses except single-family-detached dwellings.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

Development Review Staff Report

STAFF COMMENTS:

1) The applicant is requesting to rezone approximately 38.95 acres of property generally located at 3908, 3972 and 4038 East Woodhue Lane from Planned Development 305 to R-SF, Residential Single-family and establishing Conditional Overlay District No. 206. The applicant intends to develop a single-family home development. This rezoning is being processed concurrently with the Preliminary Plat of Hickory Hills Phase III.

2) The R-SF district is intended primarily for single-family detached dwellings at low residential densities of approximately seven units per acre. Certain other structures and uses necessary to serve governmental, educational, religious, recreational, and other needs of neighborhood areas are allowed as permitted or conditional uses subject to restrictions intended to preserve and protect the single-family residential character of the district. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air, and open space for dwellings and related facilities and by consideration of the proper functional relationship and arrangement of the different uses permitted in this district.

3) The development will take primary vehicular access to Farm Road 132 which is classified as a Primary Arterial roadway. Farm Road 132 is located outside Springfield city limits in unincorporated Greene County for maintenance purposes.

4) The R-SF district is consistent with adjacent property in this area which are zoned and used for single-family residential development.

5) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on November 10, 2021. The meeting summary 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: 41 Returned: 0

Development Review Staff Report

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

1. BDS does not have an issue with the zoning map amendment.
2. Address to each lot will be assigned when the final plat is approved.
3. Drawings shall be submitted to the City for review and building permit for future development on each lot.

CITY UTILITIES:

No issues with proposed rezoning. Elec/Gas/Water and possibly Fiber can be extended with subdivision construction.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

1. No objection to rezoning.
2. Public improvement plans required to provide public sewer to each lot. To be designed and constructed to city specs. Engineering and inspection fees of 5.34% of the approved contract amount must be paid prior to filing the plans.
3. There is also a $0.0147 per square foot trunkline connection required for the area of the subdivision. This fee will be added to the engineering and inspection fees required to file the plans.
4. The public improvements must be approved and constructed or escrowed before any plats or 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.

FIRE DEPARTMENT:

1. Fire access lane gates shall be not less than 12 feet wide for each side for a roadway that is divided. (2018 IFC D103.5) Provide a Knox key switch on electric gates. Note on plans. (2018 IFC D103.5).). {Order at www.knoxbox.com - specify Springfield, MO}
2. The maximum distance from any point on the street to a hydrant is 250 ft. for a total of 500 feet spacing between hydrants. If it is a dead end street, it is 200 ft. from any point on the street to a hydrant for a total of 400 ft. spacing between hydrants. (2018 IFC Appendix C)

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Farm Road 132 as a Primary Arterial. E. Farm Road 132 is under jurisdiction of Greene County. The standard right-of-way width for a Primary Arterial under Greene County jurisdiction is 55 feet from the centerline. It appears additional right-of-way is needed along E. Farm Road 132. A survey is recommended to determine the exact amount of existing right-of-way. Hickory Hills Blvd is classified as a Private Drive.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for E. Farm Road 132. On-street parking is not allowed along E. Farm Road 132.

DRIVEWAY ACCESS

There is one driveway access point onto the property from E. Farm Road 132. Access to this property will be permitted by Greene County.

SIDEWALK

There is not existing sidewalk along the property frontage of E. Farm Road 132. Sidewalk is required to be constructed or a fee in lieu of approved by the Administrative Review Committee.

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 E. Farm Road 132. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Study was not required as the trips generated did not change with the zoning. Dedicate additional right-of-way to meet fifty-five (55) feet from the established centerline of Farm Road 132.Sidewalk is required to be constructed or a fee in lieu of approved by the Administrative Review Committee.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Farm Road 132	Primary Arterial	No	19	55

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	148	185	1,776	
*Proposed Trips Generated	148	185	1,776	
Additional Trips Generated	0	0	0	

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the Pierson Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of flooding problems in the area. There is a cave at this location and additional city regulations apply. A fee in lieu of on-site stormwater detention may be permitted due to the proximity to the floodplain if a detailed analysis is provided demonstrating that onsite stormwater detention provides little to no downstream benefits. 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.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed.
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 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*.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-22-2021 & CONDITIONAL OVERLAY DISTRICT NO. 206

The requirements of *Section 36-380* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Dedicate additional right-of-way necessary for total right-of-way to equal fifty-five (55) feet from the established centerline of Farm Road 132.

2. The minimum setback for gates shall be approved by the Greene County Highway Department.

3. Per City Code Section 36-471, sidewalk is required to be constructed along the property frontage on Farm Road 132. The applicant has an option to seek approval to pay a fee in lieu of sidewalk construction by applying to the Administrative Review Committee. If approved, the fee must be paid prior to approval of a building permit.

4. Public Improvement Plans are required for all private streets and private streets must be constructed to City of Springfield Street Standards set forth in the Design Guide for Public Improvements. These plans must be submitted and improvements constructed or funds escrowed prior to issuance of a building permit.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD No. 305 to R-SF
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: 11/10/2021; 4-6:30 pm
3. Meeting Location: Greenstay Hotel & Suites, 222 N. Ingram Mill Ave., Springfield, MO
4. Number of invitations that were sent: 149
5. How the mailing list was generated: 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).

   There were no verbal comments.

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

   There was one written comment, about the traffic impact.

   We did a traffic study that indicated the existing road was appropriately designed, additional improvements are not required.

I, Martha Middleton (*print name),* attest that the neighborhood meeting was held on 11/10/2021 (*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."

Martha Middleton

Signature of person completing affidavit

Martha Middleton

Printed name of person completing affidavit

LEE ENGINEERING AND ASSOCIATES, L.L.C.
CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DR., SUITE D200, SPRINGFIELD, MO 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

SIGN IN SHEET

Neighborhood Meeting

Wednesday, November 10, 2021

Re: Hickory Hills, 3972 E. Woodhue Ln.

NAME	ADDRESS	PHONE
STACEY STEWART	3822 E CYPRESS PT	417.880.0788 cell
Ron Weis	3802 E Hutchesson Ave	417-343-0031
Steve Dickmann	3989 E. Farm Rd 132	417 818 4423
Pam Robison	3802 E Woodhue St.	479.699.9003
JOHN CONSALVO	497 N FR 185	417-860-9291
Ben Volner	3972 E WOODHUE	417-229.1444

LEE ENGINEERING AND ASSOCIATES, L.L.C.
CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DR., SUITE D200, SPRINGFIELD, MO 65804
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COMMENT SHEET

Neighborhood Meeting

Wednesday, November 10, 2021

Re: Hickory Hills, 3972 E. Woodhue Ln.

NAME	ADDRESS	PHONE
Ron Weis	3902 E Hutcheson Ave	417-343-0031

COMMENTS:

The rezoning is a positive addition and I am not opposed to the change.

However - the City must widen FM 132 at least to the intersection with Hickory Hills Blvd - traffic on 132 has increased, will continue to increase on a very narrow road - the intersection at Hickory Hills Blvd and Pebble Beach Dr & FM 132 are dangerous now.

One-rdg. _____
P. Hrngs. ____x____
Pgs. ____15____
Filed: ____01-04-22____

Sponsored by: ____Schilling____

First Reading: _____ Second Reading: _____

COUNCIL BILL ____2022- 004____ GENERAL ORDINANCE _____

AN ORDINANCE

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

_____

WHEREAS, City Council, by passage of Resolution 10595 on September 7, 2021, initiated amendments to Chapter 36 of the City Code to allow acupuncture as a home occupation; and

WHEREAS, Resolution 10595 authorized the City Manager to prepare proposed amendments to Chapter 36 to allow acupuncture as a permitted home occupation as well as prepare any other amendments which may be beneficial or convenient for City Council's consideration; and

WHEREAS, consistent with the intent of Resolution 10595, City staff have prepared proposed amendments on behalf of and for City Council's consideration; and

WHEREAS, pursuant to the provisions of City Charter Section 11.17, City Code section 36-367, and Resolution 10595, the Planning and Zoning Commission did review the proposed amendments contemplated by this Ordinance at their December 16, 2021, meeting and recommended approval of the proposed amendments; and

WHEREAS, City Council now desires to consider the adoption of the proposed amendments to section 36-451 contemplated by this Ordinance.

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

Section 1 – Springfield City Code, Chapter 36, Article III, Section 36-321, is hereby amended to include the following definition, which shall be listed in alphabetical order between the existing definitions of "Acre" and "Adult day care":

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

Sec. 36-321. - Definitions.

Acupuncture: The use of needles inserted into the body by piercing of the skin and related modalities for the assessment, evaluation, prevention, treatment or correction of any abnormal physiology or pain by means of controlling and regulating the flow and balance of energy in the body so as to restore the body to its proper functioning and state of health.

Section 2 – Springfield City Code, Chapter 36, Article III, Section 36-451(3)(m), is hereby amended to read as follows:

Sec. 36-451. - Home occupations.

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

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

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

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

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

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

Section 2 – The City Clerk is authorized to provide different section numbers, subsection numbers, and different internal citation references than those provided in Section 1 and Section 2 when such section numbers, subsection numbers, or internal citation references are in error or contrary to the intent of this Ordinance.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby.

Section 4 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance and each section, subsection,

sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 004

FILED: 01-04-22

ORIGINATING DEPARTMENT: Planning and Development

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

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – HOME OCCUPATION ACUPUNCTURE AMENDMENTS

City Council initiated amendments to the Zoning Ordinance regarding Home Occupations for Acupuncturists on September 7, 2021.

Staff has prepared amendments to the Home Occupation Section 36-451. of the Zoning Ordinance to allow acupuncture with the same restrictions as cosmetology which is already permitted as a home occupation. Staff is also proposing to add the definition to the Zoning Ordinance. The State defines acupuncture as the use of needles inserted into the body by piercing of the skin and related modalities for the assessment, evaluation, prevention, treatment or correction of any abnormal physiology or pain by means of controlling and regulating the flow and balance of energy in the body so as to restore the body to its proper functioning and state of health. Staff is proposing to make slight modifications to the current home occupation restrictions which will allow both cosmetology and acupuncture to have the same restrictions:

a. Only one customer is allowed in the home at a time; and

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

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

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

A home occupation is an activity carried out for compensation in a residential dwelling unit. No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.
Before an amendment shall be approved by ordinance, the Planning and Zoning

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

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

FINDINGS FOR STAFF RECOMMENDATION:

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

2. The current ordinance prohibits acupuncture as a home occupation.

3. These proposed amendments will allow acupuncture with the same restrictions as cosmetology. These restrictions include limited hours of operation, number of customers and compliance with applicable local and State certifications and licenses.

REMARKS: The Planning and Zoning Commission held a public hearing on December 16, 2021, and recommended approval, by a vote of 8 to 0, of the proposed changes to the Zoning Ordinance.

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

Submitted by:

Daniel Neal,
Senior Planner

Recommended by:

Brendan Griesemer, AICP
Acting Director

Approved by:

Jason Gage,
City Manager

EXHIBITS:
Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Proposed Amendments

Attachment 3, Citizen Correspondence

EXHIBIT A

RECORD OF PROCEEDINGS
Planning and Zoning Commission – December 16, 2021

Home Occupation Acupuncture Amendment
Citywide
Applicant: City of Springfield

Mr. Hosmer states that this is a request to amend the Home Occupation Section 36-451 to allow Acupuncture uses. City Council initiated amendments to the Zoning Ordinance regarding Home Occupations for Acupuncturists on September 7, 2021. Home occupations are activities carried out for compensation in a residential dwelling. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. The State of Missouri requires a professional license for acupuncturist per Chapter 324. Staff is proposing to insert the definition of acupuncture as defined by the State into zoning ordinance and add as a permitted use in the home occupation section; cosmetology and acupuncture have the same restrictions:

- Only one customer is allowed in the home at a time: and
- Hours of operation for this home occupation shall be limited to 7:00am to 7:00pm; and
- Use is limited to single-family homes; and
- The use complies with all building and other applicable City codes and State of Missouri regulations and standards.

Staff recommends approval.

Mr. Knuckles asked about any comments from the Health Department.

Mr. Hosmer stated that they have to have a state license.

Mr. Colony asked about inspections prior to licensing.

Mr. Hosmer stated that they would have to have a home inspection and business license.

Ms. Broekhoven asked if Cosmetology can be in residential single family and Mr. Hosmer noted yes.

Mr. Doennig opened the public hearing.

Ms. Abbe Anderson, 1465 E. University, licensed by the State of Missouri and plan to work from home.

Ms. Bruce ask if it is a state policy to only have one client at time.

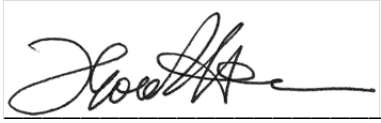
Ms. Anderson stated that they state does not really speak on home occupations.

Mr. Knuckles asked if there are periodic inspections, i.e., reuse of needles.

Ms. Anderson stated they use disposable needles.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Colony motioned to recommend **approval** of the Home Occupation Acupuncture Amendment (Citywide). Mr. Knuckles seconded the motion. Ayes: Ayes: Doennig, Ogilvy, Colony, Bruce, Lebeck, Jobe, Knuckles, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin.



Bob Hosmer, AICP
Planning Manager

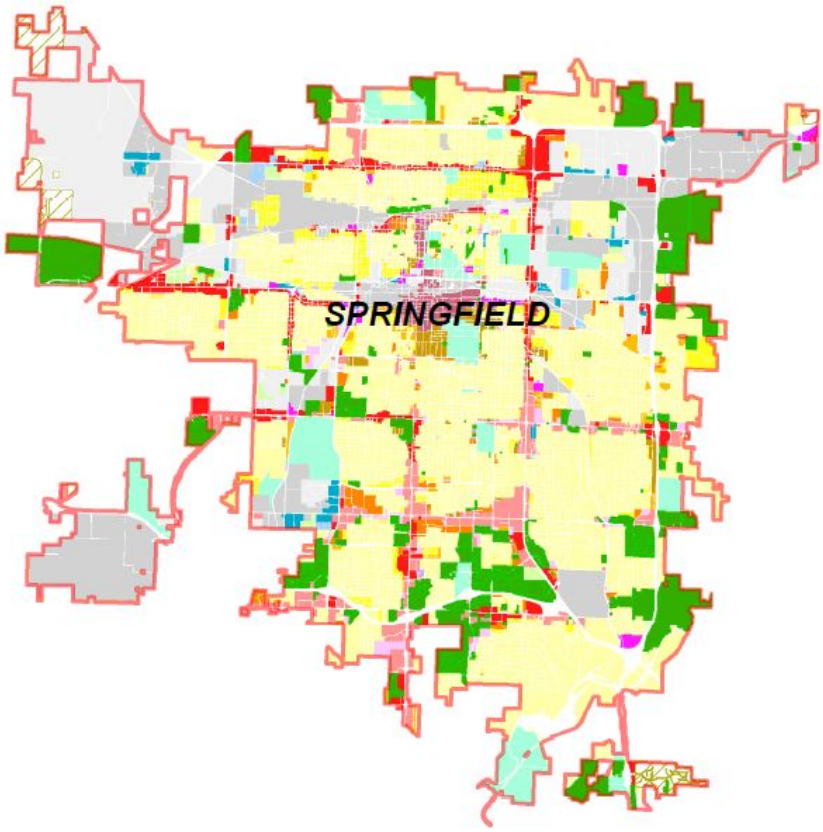
EXHIBIT B

Development Review Staff Report

CITY OF Springfield

PLANNING AND ZONING COMMISSION PUBLIC HEARING: December 16, 2021

CITY COUNCIL PUBLIC HEARING: January 10, 2022



CASE: Home Occupation Acupuncture Amendments

APPLICANT: City of Springfield

STAFF: Daniel Neal, Senior Planner
417-864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Staff is proposing amendments to Section 36-451., Home Occupations, to add acupuncture uses with certain restrictions to the list of permitted home occupations

FINDINGS FOR STAFF RECOMMENDATIONS:

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

2. The current ordinance prohibits acupuncture as a home occupation.

3. These proposed amendments will allow acupuncture with the same restrictions as cosmetology. These restrictions include limited hours of operation, number of customers and compliance with applicable local and State certifications and licenses.

Development Review Staff Report

CITY OF Springfield

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) *Text amendments.* If the request is for an amendment of the text of this article, the recommendation of the planning and zoning commission may consider:

1. Whether the proposed text amendment is consistent with the Springfield Comprehensive Plan;
2. Whether the proposed text amendment is consistent with the intent and purpose of this article;
3. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected;
4. Whether the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions;
5. Information submitted at the public hearing.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

STAFF COMMENTS:

1. City Council initiated amendments to the Zoning Ordinance regarding Home Occupations for Acupuncturists on September 7, 2021.

2. Staff has prepared amendments to the Home Occupation Section 36-451. of the Zoning Ordinance to allow acupuncture with the same restrictions as cosmetology which is already permitted as a home occupation. Staff is also proposing to add the definition to the Zoning Ordinance. The State defines acupuncture as the use of needles inserted into the body by piercing of the skin and related modalities for the assessment, evaluation, prevention, treatment or correction of any abnormal physiology or pain by means of controlling and regulating the flow and balance of energy in the body so as to restore the body to its proper functioning and state of health. Staff is proposing to make slight modifications to the current home occupation restrictions which will allow both cosmetology and acupuncture to have the same restrictions:

   a. Only one customer is allowed in the home at a time; and

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

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

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

3. A home occupation is an activity carried out for compensation in a residential dwelling unit. No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.

4. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning

Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.

PUBLIC NOTIFICATIONS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The Growth and Development Advisory Council, Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
PROPOSED AMENDMENTS

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

Sec. 36-321. - Definitions.

Acupuncture: The use of needles inserted into the body by piercing of the skin and related modalities for the assessment, evaluation, prevention, treatment or correction of any abnormal physiology or pain by means of controlling and regulating the flow and balance of energy in the body so as to restore the body to its proper functioning and state of health.

Sec. 36-451. - Home occupations.

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

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

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

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

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

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

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

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

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

From: Judy Wyrick
To: Neal, Daniel
Subject: Re: Comments Requested - Proposed Text Amendments to P&Z and CC
Date: Monday, December 6, 2021 7:22:50 AM

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.
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have read. Support your suggestions.

On Tue, Nov 30, 2021 at 1:35 PM Neal, Daniel <dneal@springfieldmo.gov> wrote:

> Staff is proposing text amendments (attached) to the Zoning Ordinance at the Planning and Zoning Commission meeting on December 16, 2021 and City Council meeting on January 10, 2022.
>
> **Home Occupation Acupuncture Amendments**
>
> City Council initiated amendments on September 7, 2021 for the purpose of allowing acupuncturists as home occupations.
>
> After review of best practices from other municipalities, staff has prepared amendments to the Home Occupation Section 36-451. of the Zoning Ordinance to allow the practice of acupuncture for compensation with the same restrictions as performing acts of cosmetology which is already permitted as a home occupation.
>
> A home occupation is an activity carried out for compensation in a residential dwelling unit. No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.
>
> The proposed home occupation restrictions for acupuncture would include:

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

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

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

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

R.DanielNeal

Senior Planner

City of Springfield, Missouri

Planning and Development Department

Office: 417-864-1611

Direct: 417-864-1036

dneal@springfieldmo.gov

Judy Wyrick
jwyrick54@gmail.com

From: Pete Radecki
To: Neal, Daniel
Cc:
Subject: Re: Comments Requested - Proposed Text Amendments to P&Z and CC
Date: Thursday, December 16, 2021 8:26:26 PM

On the separate proposed changes for acupuncture, I believe I had indicated reservations about trying to incorporate acupuncture with cosmetology. I still think that this is problematic. Acupuncture borders on medical practice. Also, the limitation of only "one customer" is allowed in the home. Perhaps that limit works for acupuncture but I really have no idea. So that means someone waiting for their cosmetology session can't do so in the home. That person can't show up early for their appointment or stay to visit afterwards. Further, with "cosmetology" being an approved home occupation, does this include the related professions: barbers, nail technicians, permanent makeup, massage therapists, estheticians, etc? Lastly, is the intention of indicating the use must be consistent with State laws that we only permit licensed acupuncturists and cosmetologists? If so, perhaps that should be articulated specifically.

Thanks, Daniel, for all your efforts. These are huge tasks you are undertaking and I'm sure you are spread quite thin with all your responsibilities.

Pete Radecki

One-rdg. _____
P. Hrngs. x
Pgs. 28
Filed: 01-04-22

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 005 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 3, 'Administration, Enforcement and Review,' Subdivision III, 'Review, Appeals and Amendments,' Section 36-365, 'Variances.' (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, on October 7, 2021, the Planning and Zoning Commission initiated amendments to Section 36-365, 'Variances'; and

WHEREAS, Section 36-365 'Variances' has not been significantly amended since the rewriting of the Zoning Ordinance in 1995 and needs updates based on reviews of state law and the best practices of other municipalities; and

WHEREAS, City staff prepared amendments to Section 36-365 'Variances' to align the code section with current state law, to be more concise with variance standards, to improve the overall readability of the section by using fewer words and sentences, and to make the section easier to interpret; and

WHEREAS, an effective date of March 4, 2022, would allow City staff time to revise guidance and forms for applicants, and to prepare staff and board members for these changes; and

WHEREAS, the Planning and Zoning Commission reviewed the proposed amendments to Section 36-365 'Variances' at the December 16, 2021, meeting and, after a public hearing, recommended approval of the proposed changes; and

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

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

Section 1 – The Springfield Land Development Code, Article III, 'Zoning

Regulations,' 'Zoning Regulations,' Division 3, 'Administration, Enforcement and Review,' Subdivision III, 'Review, Appeals and Amendments,' Section 36-365, 'Variances,' is hereby amended as set forth in "Exhibit B - Attachment 2," which is attached hereto and incorporated herein by this reference as if set forth verbatim. The unmarked version of the revised Section 36-365 is set forth in "Exhibit B - Attachment 3," which is attached hereto and incorporated herein by this reference as if set forth verbatim.

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

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

Section 4 – This Ordinance shall be in full force and effect as of March 4, 2022.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -005

FILED: 01-04-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: An amendment to the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 3, 'Administration, Enforcement and Review,' Subdivision III, 'Review, Appeals and Amendments,' Section 36-365, 'Zoning Variances,' to align the code section with current state law, to be concise with variance standards, to improve the overall readability of the section by using fewer words and sentences, and to make the section easier to interpret.

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – ZONING VARIANCE AMENDMENTS

Planning and Zoning Commission initiated amendments to Section 36-365, Zoning Variances, on October 7, 2021.

Staff is proposing amendments to the Variance section, 36-365, to align with State law and provide clarity.

The purpose of the Variance section is to vary the strict or literal terms of the Zoning Ordinance in accordance with the procedures, standards, and limitations contained in this section and Section 36-351, board of adjustment. A variance is the remedy created by this power and is part of the board's appellate jurisdiction.

Staff realizes that this section of the Zoning Ordinance has not been significantly amended since the Zoning Ordinance rewrite in 1995 and needs updates based on reviewing State Law and the best practices of other municipalities.

Staff is requesting that the proposed amendments to the Zoning Ordinance, if approved, would not come into full force or effect until March 4th. This will give staff adequate time to revise forms and prepare staff and board members for future Board of Adjustment meetings.

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

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

FINDINGS FOR STAFF RECOMMENDATION:

1. Staff has discovered conflicts with current State law and Section 36-365, Variances.

2. Staff has found the standards in Section 36-365, Variances, to be repetitive and vague.

3. Staff has found language in Section 36-365, Variances, to be difficult to interpret.

REMARKS:

The Planning and Zoning Commission held a public hearing on December 16, 2021, and recommended approval, by a vote of 6 to 2, of the proposed changes to the Zoning Ordinance.

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

Submitted by:

Daniel Neal,
Senior Planner

Recommended by:

Brendan Griesemer, AICP
Acting Director

Approved by:

Jason Gage,
City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report
ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Proposed Amendments
Attachment 3, Clean Version of Proposed Amendments
Attachment 4, Citizen Correspondence

EXHIBIT A

RECORD OF PROCEEDINGS
Planning and Zoning Commission – December 16, 2021

Zoning Variance Amendment
Citywide
Applicant: City of Springfield

Mr. Hosmer states that this is a request to amend Section 36-365 Variances. Planning and Zoning Commission initiated the amendment to Zoning Ordinance Variance Section 36-365 on October 7, 2021. A variance is the remedy created by State Law Chapter 89 giving cities power to vary (variances) from the strict letter of the ordinance. This section of the city code has not been changed or updated since 1995. This update will bring our code in-line with State law and recent court cases. Staff recommends approval of the amendments.

Mr. Jobe referenced about compliance issues with existing zoning code relating to state law and what changes were necessary.

Mr. Hosmer stated that the state law on the use variance (section 5) were not in compliance.

Mr. Jobe noted the email received regarding the changes and noted the changes for a super majority (4 out of the 5).

Mr. Hosmer noted that it may be a misunderstanding and that it is a state statute and cannot be changed (stays the same).

Mr. Jobe also concerned about burden shifting in the proposed amendments on the "findings of fact."

Mr. Hosmer noted that City is not shifting the burden and always have been the burden "findings of fact" by the applicant.

Discussion by various staff and Mr. Jobe about the changes or not changes to the "findings of fact" by the applicant.

Mr. Hosmer noted that we are adding categories via court cases and state statutes and the bulk of the work was done by the legal department.

Mr. Jobe about personal considerations in the current ordinance and what defines "personal consideration."

Ms. Burris, Assistant Attorney noted that it was from case law

and cited two Missouri cases.

Mr. Tolbert, Assistant Attorney went over the Chapter 89 and the two different standards for a variance and have to be met and the burden is on the applicant. The two standards are "practical difficulties" and "unnecessary hardship" and went through case law language and the interpretation that the City has to follow.

Mr. Colony shared the concern that personal consideration requires a definition and can it be better defined.

Mr. Hosmer stated if someone is an expert and testifies on your behalf that would be submitted and taken into consideration.

Continued discussion via staff and Commission members regarding definition of "personal consideration."

Mr. Lebeck asked for Mr. Tolbert for clarification on the decision of "findings of fact."

Mr. Tolbert noted that BOA can be sued on its own by neighborhoods and the City and stated that want a clearer and better process for a decision if it goes forward to the courts.

Mr. Hosmer also noted that the statutes were updated in 1995 with amendments in 1997 and 2008.

Mr. Lebeck believes that the changes make it more transparent and will be voting in favor.

Mr. Jobe asked about intent for a clearer record but asked about the separate votes on each "findings of fact" and will this require the BOA to come into agreement with each fact.

Mr. Tolbert noted that as drafted it does contemplate a vote on the "findings of fact" and does not believe a specific mechanism to the "findings of fact" and Ms. Burris stated that the conclusion is supported by substantial evidence.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, 1200 E. Woodhurst noted that he is a member of the Board of Adjustment (BOA) and it seems harder to obtain a variance and more evidence would be required. He noted that the BOA struggles with the existing regulations and believes this will be harder to vote on each question and would like the staff to talk with the BOA to get more information.

Mr. Jobe believes that the Commission needs more information from staff and Board of Adjustment. Voiced his concern that it is not ready to be voted on by the Planning and Zoning Commission.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Lebeck motioned to recommend **approval** of the Zoning Variance Amendment (Citywide). Mr. Knuckles seconded the motion. Ayes: Ayes: Doennig, Ogilvy, Colony, Bruce, Lebeck, and Broekhoven. Nays: Jobe and Knuckles. Abstain: None. Absent: Coltrin.

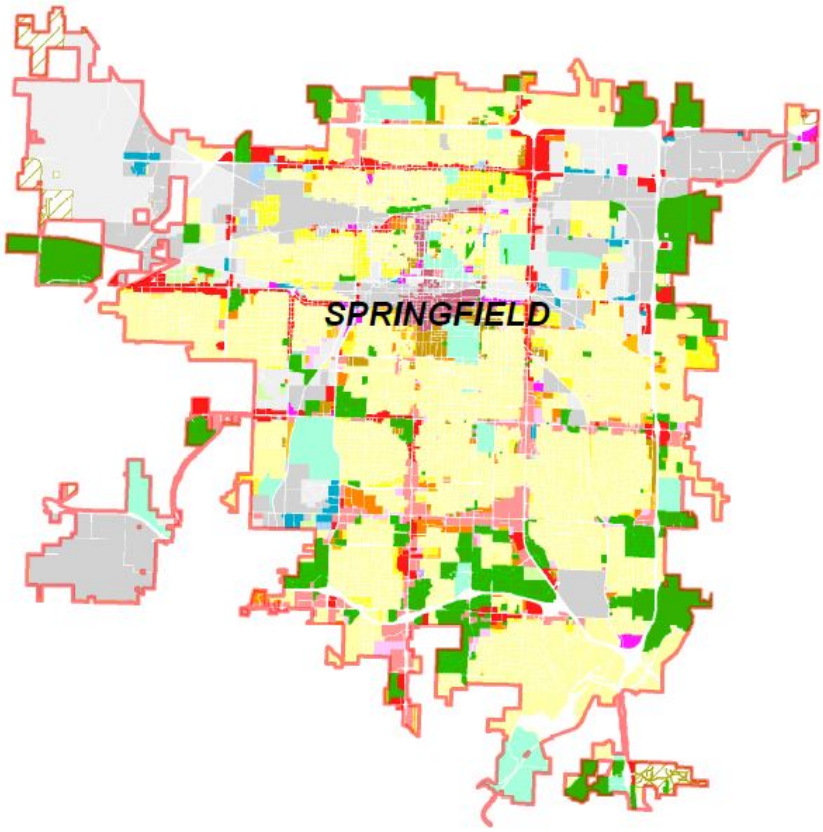
Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: December 16, 2021

CITY COUNCIL PUBLIC HEARING: January 10, 2022



CASE: Zoning Variance Amendments

APPLICANT: City of Springfield

STAFF: Daniel Neal, Senior Planner
417-864-1036

STAFF RECOMMENDATIONS:
Approve

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:

Staff is proposing amendments to Section 36-365., Variances, to align the code section with current state law, to be concise with variance standards, to improve the overall readability of the section by using fewer words and sentences, and to make the section easier to interpret

FINDINGS FOR STAFF RECOMMENDATIONS:

1. Staff has discovered conflicts with current State law and Section 36-365., Variances.

2. Staff has found the standards in Section 36-365., Variances, to be repetitive and vague.

3. Staff has found language in Section 36-365., Variances, to be difficult to interpret.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) *Text amendments.* If the request is for an amendment of the text of this article, the recommendation of the planning and zoning commission may consider:

1. Whether the proposed text amendment is consistent with the Springfield Comprehensive Plan;
2. Whether the proposed text amendment is consistent with the intent and purpose of this article;
3. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected;
4. Whether the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions;
5. Information submitted at the public hearing.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use* element of the *Comprehensive Plan* states that Springfield, Greene County and the several independent municipalities in Greene County regulate land use and design through zoning ordinances, a power granted them by the State of Missouri. The zoning ordinance is one of the primary means of implementing this land use plan.

Springfield wrote an entirely new zoning ordinance and amended its zoning map in 1993-1995. The City has a wide range of zoning districts which are applicable to this land use plan and which should be very usable in the course of implementing the plan. The new zoning ordinance has sufficiently small minimum lot sizes so that the density objectives of the plan can be achieved if the market responds. It also has districts that allow a range of increasing densities and/or mixtures of single-family and townhouse development. Requirements for landscaping (particularly of parking lots) and buffers between incompatible land uses were improved with the new zoning ordinance, and should now be adequate.

STAFF COMMENTS:

1. Planning and Zoning Commission initiated amendments to Section 36-365, Zoning Variances, on October 7, 2021.

2. Staff is proposing amendments to the Variance section, 36-365., to align with State law and provide clarity. Staff has provided two versions, a version that shows all of the additions and removed language (Attachment 2) and a clean version that only shows the new section after all the changes have been made (Attachment 3).

3. The purpose of the Variance section is to vary the strict or literal terms of the Zoning Ordinance in accordance with the procedures, standards, and limitations contained in this section and section 36-351, board of adjustment. A variance is the remedy created by this power and is part of the board's appellate jurisdiction.

4. Staff realizes that this section of the Zoning Ordinance has not been significantly amended since the Zoning Ordinance rewrite in 1995 and needs updates based on reviewing State Law and the best practices of other municipalities.

5. Subsection (1) was amended to be concise with the jurisdiction and authority of the board. Staff did not substantially change anything within this subsection but condensed the paragraph to one sentence.

6. Subsection (2) was amended to place the applicant's burden language to the forefront of this section while the authorized variances were relocated to later in the subsections.

7. Subsection (3) was renamed *Findings* and specifies how the board must make all findings:

    a. make written findings of fact based on evidence presented to it for each specific variance request;
    b. base each finding on competent and substantial evidence;
    c. vote on each finding; and,
    d. adopt each finding only by an affirmative vote of four board members.

8. Subsection (4) has been renamed *Area Variances,* and the former subsection that did not allow the board to make determinations on use variances was stricken. This subsection is intended to replace the *Standards for Variances* subsection and lists the provisions and standards for an Area Variance. An area variance is one in which the board of adjustment allows for the use of land in a manner otherwise restricted based on the dimensions or physical requirements of applicable zoning regulations. The proposed provisions and standards have similarities to the previous standards; however, staff has redefined and clarified most of these standards (see Attachment 2 for more details).

9. Subsection (5), previously the applicant's burden language which was moved to subsection (2), has been replaced with the *Use Variance* provisions. The previous subsection (4) prohibited use variances; however, State law allows use variances in certain circumstances. The applicant must prove that the Zoning Ordinance deprives the applicant of all beneficial use of the property, and must establish the variance standards in subsection (4)(b), which are the same standards that must be met for an area variance. This is one of the subsections that staff wanted to update to align with State law.

10. Subsection (7) has been modified to consolidate the requirements for the variance application and eligible applicants.

11. Subsections (8), (9) and (10) have been consolidated into one subsection (8) including the extent of the variance, conditions and restrictions of the variance, and variance filing, mailing, and recording requirements.

12. The new subsection (9) includes previous subsection (11) regarding variance duration, with modifications to simplify the language.

PUBLIC NOTIFICATIONS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The Growth and Development Advisory Council, Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
PROPOSED AMENDMENTS

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

Sec. 36-365. Variances.

(1) *Jurisdiction and authority.* The board of adjustment may ~~shall exercise the jurisdiction and authority to~~ vary the ~~strict~~ application of this article's provisions according to this section. The board may not vary the application of any other city-code provisions. ~~or literal terms of this article in accordance with the procedures, standards, and limitations contained in this section and section 36-351, board of adjustment. A variance is the remedy created by this power and is part of the board's appellate jurisdiction. It is a discretionary privilege which is granted because strict and literal enforcement of the provisions of this article would, due to special conditions peculiar to a particular property, result in unusual difficulty or hardship.~~

(2) *Applicant's Burden.* The applicant for a variance bears the burden of producing evidence establishing that the requested variance meets the requirements set forth in subsection (4)(b). ~~*Authorized variance.* Variances from the regulations and restrictions contained in this article may be granted by the board of adjustment in the following instances.~~

~~(a) A variance of the applicable bulk regulations for buildings and structures, including maximum height, required yard areas, and other required open space.~~

~~(b) A variance of the applicable minimum requirements for lot size, width and depth and setbacks from lot lines.~~

~~(c) A variance of the applicable off-street parking and off-street loading requirements and ratios.~~

~~(d) A variance of the applicable spacing and open space requirements.~~

~~(e) A variance of the design requirements of this article.~~

~~(f) A variance of the buffer area requirements.~~

~~(g) A variance to permit the reconstruction of a nonconforming building which has been destroyed or damaged by fire or other casualty, or act of God or the public enemy, to the extent that the cost of restoration of the building to its condition prior to the destruction or damage does not exceed 75 percent of completely reconstructing the building.~~

(3) *Findings.* For each variance, the board must: ~~*Standards for variances.* The board of adjustment shall not vary the regulations of this article as authorized above unless and until it shall make written findings based upon the particular evidence presented to it in each specific case that:~~

(a) make written findings of fact based on evidence presented to it for each specific variance request; ~~The particular physical surroundings, shape, or topographical condition of the specific property involved would result in an unnecessary hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulations were carried out; and~~

(b) base each finding on competent and substantial evidence; ~~The conditions upon which the petition for a variance is based would not be applicable, generally, to other property within the same zoning classification; and~~

(c) vote on each finding; and, ~~The purpose of the variance is not based exclusively upon a desire to enhance the value of the property, or increase the return or income therefrom; and~~

(d) adopt each finding only by an affirmative vote of four board members. ~~The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located; and~~

~~(e) The alleged hardship has not been created by any person presently having an interest in the property; and~~

~~(f) The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located, or diminish or impair the values thereof; and~~

~~(g) The proposed variance will not impair an adequate supply of light and air to adjacent property, or cause or substantially increase congestion in the public streets, or increase the danger of fire or the spread of fire, or endanger the public safety; and~~

~~(h) The variance, if granted, will not alter the essential character of the neighborhood; and~~

~~(i) The variance requested is consistent with the purposes and intent of this article and the Springfield Comprehensive Plan.~~

(4) Area Variances. ~~*Use variances not authorized.* The board of adjustment shall not be empowered to vary any of the provisions of this article relating to the use of land, buildings, or structures.~~

(a) *Provisions that may not be varied*. The board may not vary the application of any provision of:

1. any subdivision design or improvement standards;
2. any definition or use classification;
3. any review or approval procedures; or
4. condition of approval or requirement imposed by another decision-making body.

(b) *Standards*. The board may grant an area variance only when its findings establish that:

1. the variance is consistent with this article's purposes and intent and the Springfield comprehensive plan;
2. the variance will do substantial justice by balancing the interests of the subject property with the interests of neighboring properties;
3. the property is uniquely narrow, shallow, or shaped, or has other unique physical characteristics that preclude using the property for permitted uses in its zoning district;
4. the applicant, or any person with an interest in the property under review:
   a. is not seeking a variance for personal considerations;
   b. has not created the difficulty;
   c. is not seeking to avoid mere inconvenience; and
   d. lacks a feasible alternative to the variance;
5. the variance will not:
   a. substantially change a neighborhood's character;
   b. substantially harm adjacent property;

c. be detrimental to the public welfare;

d. impair an adequate supply of light and air to adjacent property;

e. cause or substantially increase congestion in the public streets; or,

f. increase the danger of fire or the spread of fire; and

6. the property can yield a reasonable return only with the variance.

(5) *Use Variances.* The board may vary the application of any land-use provision of this article only if the applicant: ~~*Burden on applicant.* The applicant for a variance shall bear the burden of producing evidence establishing that the requested variance satisfies the standards set out in subsection (3).~~

(a) proves that this article deprives the applicant of all beneficial use of the property; and,

(b) establishes the variance standards in subsection (4)(b).

(6) *Eligible Applicant and Application.* ~~*Application for variance.* An application for a variance may be filed by the owner, including a trustee, of the subject property or by a person having a contractual or possessory interest in the property. Any application filed by a person who is not the owner of the property for which the variance is sought shall be accompanied by evidence of the consent of and authority to act for the owner. The application shall contain the following information and such additional information as the board of adjustment may, by rule, require.~~

(a) Eligible Applicant. An owner, a trustee, or a person with a contractual or possessory interest in the property may file a variance application. If a person other than an owner files the application, such person must also file proof of acting with the owner's consent and authority ~~The particular provisions or requirements of this article which prevent the proposed construction on, or use of, the property~~.

(b) Application. The application must: ~~The existing district classification of the property.~~

1. state the property's existing zoning district classification(s);

2. specify the provisions of this article that prevent the proposed construction on, or use of, the property;

3. state the special conditions, circumstances, or characteristics of the land, building, or structure that prevent compliance with this article's requirements;

4. state the adversity that would result if the specified provisions were to be applied to the property;

5. explain the extent to which it would be necessary to vary this article's requirements to permit the proposed construction on, or use of, the property;

6. establish that the request meets each standard in subsection (4)(b); and,

7. contain a site plan conforming to the site-plan requirements in section 36-360.

~~(c) The special conditions, circumstances, or characteristics of the land, building, or structure that prevent compliance with the requirements of this article.~~

~~(d) The particular hardship which would result if the specified provisions or requirements were to be applied to the subject property.~~

~~(e) The extent to which it would be necessary to vary the requirements of this article in order to permit the proposed construction on, or use of, the property.~~

~~(f) An explanation of how the requested variance conforms to each of the standards set out in subsection (3).~~

~~(g) The names and addresses of all owners of real property, as shown on the records of the county assessor, adjacent to, or within 185 feet of the subject property. The names and addresses shall be compiled by an abstract company, title company, county assessor's office, City of Springfield or attorney at law.~~

~~(h) A site plan conforming to the requirements of section 36-360, site plan review, of this article.~~

(7) *Hearing Notice ~~of hearing~~ on variance application.* An applicant must submit a v~~V~~ariance application~~s shall be submitted not less than~~ at least 28 days ~~prior to~~ before a regularly scheduled board meeting. ~~Upon certification by~~ After the director of planning and development certifies that a~~n~~ variance application ~~for a variance~~ is complete, the director ~~of planning and development shall~~ will notify the board ~~of adjustment which shall hold~~ and schedule a public hearing ~~there~~on the variance application at ~~their~~ the board's next regularly scheduled meeting.~~, after giving~~ The director will also follow the notice ~~required by~~ requirements in section 36-368, publication and posting of notices.

~~(8) *Extent of variance limited.* The board, in exercising its authority to grant variances from this article, shall be empowered to vary the provisions of this article only to the extent necessary to relieve or alleviate the demonstrated hardship.~~

~~(9) *Conditions and restrictions.* The board of adjustment may impose such conditions and restrictions upon the premises benefitted by a variance as may be necessary to comply with the standards set out in this article to reduce, minimize, or mitigate the effect of such variance upon other property in the neighborhood, and better to carry out the general intent of the article. Failure to comply with any such conditions and restrictions shall constitute a violation of this article.~~

(8)~~(10)~~ *Decision on variance.* ~~Within 30 days after the public hearing on a request for a variance, the board of adjustment shall~~ The board will file its written decision on the requested variance~~, supported by findings~~ within 30 days of the public hearing~~fact and conclusions and list of sections varied with respect to the standards in subsection (3), with the director of planning and development. The director of planning and development shall mail, by first-class mail, a copy of the decision to the applicant and upon each other person who requests in writing to be notified, and he shall also record the board's order in the land records of the county recorder of deeds~~.

(a) *Variance Limitation.* The board may vary this article's provisions only to the extent necessary to redress the variance applicant's request.

(b) *Conditions and restrictions.* If necessary to mitigate the effect a variance may have on other properties in the neighborhood, the board may restrict the variance or grant it with conditions. Failure to comply with variance restrictions and conditions violates this article.

(c) *Variance Filing, Mailing, and Recording.* Within 30 days after publicly hearing a variance request, the board will file its written decision on the requested variance with the director of planning and development. The director will mail, by first-class mail, a copy of the decision to the applicant and to each person who requests in writing to be notified. The director will also record the board's order in the land records of the county recorder of deeds.

(9)~~(11)~~ *Variance Duration~~ of variance~~.*

(a) ~~No order of the~~ A board ~~of adjustment~~ order granting a variance ~~shall be valid for a period of longer than~~ expires after one year ~~from the date of such order~~ unless ~~the~~, within such year, action ~~that precipitated the request for the variance~~ (e.g. subdivision of land, construction, change in use, etc.) is ~~commenced within such period~~ taken to effect the variance and pursued to completion without unnecessary delay ~~on the part of the person holding the title or beneficial interest in the property for which the variance was granted~~.

(b) After conducting a public hearing ~~with the~~ following notice required by section 36-368, publication and posting of notices, the board ~~of adjustment~~ may vacate a previous order ~~of the board~~ granting a variance ~~to be null and void~~ if the board finds the conditions that created the need for a variance cease to exist and any actions permitted by the ~~granting of the variance~~ order have not commenced.

ATTACHMENT 3
CLEAN VERSION OF AMENDMENTS

Sec. 36-365. Variances.

(1) *Jurisdiction and authority.* The board of adjustment may vary the application of this article's provisions according to this section. The board may not vary the application of any other city-code provisions.

(2) *Applicant's Burden.* The applicant for a variance bears the burden of producing evidence establishing that the requested variance meets the requirements set forth in subsection (4)(b).

(3) *Findings.* For each variance, the board must:

(a) make written findings of fact based on evidence presented to it for each specific variance request;

(b) base each finding on competent and substantial evidence;

(c) vote on each finding; and,

(d) adopt each finding only by an affirmative vote of four board members.

(4) Area Variances.

(a) *Provisions that may not be varied*. The board may not vary the application of any provision of:

1. any subdivision design or improvement standards;
2. any definition or use classification;
3. any review or approval procedures; or
4. condition of approval or requirement imposed by another decision-making body.

(c) *Standards*. The board may grant an area variance only when its findings establish that:

1. the variance is consistent with this article's purposes and intent and the Springfield comprehensive plan;
2. the variance will do substantial justice by balancing the interests of the subject property with the interests of neighboring properties;
3. the property is uniquely narrow, shallow, or shaped, or has other unique physical characteristics that preclude using the property for permitted uses in its zoning district;
4. the applicant, or any person with an interest in the property under review:
   a. is not seeking a variance for personal considerations;
   b. has not created the difficulty;
   c. is not seeking to avoid mere inconvenience; and
   d. lacks a feasible alternative to the variance;
5. the variance will not:
   a. substantially change a neighborhood's character;
   b. substantially harm adjacent property;
   c. be detrimental to the public welfare;

d. impair an adequate supply of light and air to adjacent property;

e. cause or substantially increase congestion in the public streets; or,

f. increase the danger of fire or the spread of fire; and

6. the property can yield a reasonable return only with the variance.

(5) *Use Variances.* The board may vary the application of any land-use provision of this article only if the applicant:

(a) proves that this article deprives the applicant of all beneficial use of the property; and,

(b) establishes the variance standards in subsection (4)(b).

(6) *Eligible Applicant and Application.*

(a) Eligible Applicant. An owner, a trustee, or a person with a contractual or possessory interest in the property may file a variance application. If a person other than an owner files the application, such person must also file proof of acting with the owner's consent and authority.

(b) *Application*. The application must:

1. state the property's existing zoning district classification(s);

2. specify the provisions of this article that prevent the proposed construction on, or use of, the property;

3. state the special conditions, circumstances, or characteristics of the land, building, or structure that prevent compliance with this article's requirements;

4. state the adversity that would result if the specified provisions were to be applied to the property;

5. explain the extent to which it would be necessary to vary this article's requirements to permit the proposed construction on, or use of, the property;

6. establish that the request meets each standard in subsection (4)(b); and,

7. contain a site plan conforming to the site-plan requirements in section 36-360.

(7) *Hearing notice on variance application.* An applicant must submit a variance application at least 28 days before a regularly scheduled board meeting. After the director of planning and development certifies that a variance application is complete, the director will notify the board and schedule a public hearing on the variance application at the board's next regularly scheduled meeting. The director will also follow the notice requirements in section 36-368, publication and posting of notices.

(8) *Decision on variance.* The board will file its written decision on the requested variance within 30 days of the public hearing.

(a) *Variance Limitation.* The board may vary this article's provisions only to the extent necessary to redress the variance applicant's request.

(b) *Conditions and restrictions.* If necessary to mitigate the effect a variance may have on other properties in the neighborhood, the board may restrict the variance or grant it with conditions. Failure to comply with variance restrictions and conditions violates this article.

(c) *Variance Filing, Mailing, and Recording.* Within 30 days after publicly hearing a variance request, the board will file its written decision on the requested variance with the director of planning and development. The director will mail, by first-class mail, a copy of the decision to the applicant and to each person who requests in writing to be notified. The director will also record the board's order in the land records of the county recorder of deeds.

(9) *Variance Duration.*

(a) A board order granting a variance expires after one year unless, within such year, action (e.g., subdivision of land, construction, change in use, etc.) is taken to effect the variance and pursued to completion without unnecessary delay.

(b) After conducting a public hearing following notice required by section 36-368, publication and posting of notices, the board may vacate a previous order granting a variance if the board finds the conditions that created the need for a variance cease to exist and any actions permitted by the order have not commenced.

From: Judy Wyrick
To: Neal, Daniel
Subject: Re: Comments Requested - Proposed Text Amendments to P&Z and CC
Date: Monday, December 6, 2021 7:22:50 AM

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have read. Support your suggestions.

On Tue, Nov 30, 2021 at 1:35 PM Neal, Daniel <dneal@springfieldmo.gov> wrote:

> Staff is proposing text amendments (attached) to the Zoning Ordinance at the Planning and Zoning Commission meeting on December 16, 2021 and City Council meeting on January 10, 2022.
>
> **Zoning Variance Amendments**
>
> Planning and Zoning Commission initiated amendments on October 7, 2021, to Section, 36-365., Variances, and any other relevant sections of the Zoning Ordinance to review the requirements of these regulations in relationship to State Statutes and other municipalities.
>
> Staff is proposing amendments to Section 36-365., Variances, to make our code compliant with current state law, be concise with standards and clarify the overall section with fewer words or sentences to interpret.
>
> If you have any additional questions or concerns, please, feel free to contact me or our department. I would also appreciate it if you don't reply to all since I have a wide range of boards and citizens that have been notified and they may not want to participate in an e-mail chain discussion.
>
> ***R. Daniel Neal***
> Senior Planner
>
> City of Springfield, Missouri
>
> Planning and Development Department
>
> Office: 417-864-1611
>
> Direct: 417-864-1036
>
> dneal@springfieldmo.gov

Judy Wyrick
jwyrick54@gmail.com

From: B Fisher
To:

RE: Comments Requested - Proposed Text Amendments to P&Z and CC
Thursday, December 16, 2021 4:50:44 PM

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All,

The proposed changes should be rejected for the non-exhaustive list of reasons below.

The proposed changes to purport to create a burden on the applicant of producing evidence, which changes what existed before where the BOA could grant a variance if certain criteria were met. Often members, like me, drive by the property at issue in order to get a real life view of what's going on, observations which are then discussed at the hearing. As drafted, this provision could be interpreted as meaning that if the applicant doesn't present a fact, but a member of the BOA does (i.e. member says "I noticed XYZ when I went by"). That has never been the case previously and notably the code asks the Board to make a determination about facts. Also, this could be interpreted to say that the Staff report cannot constitute a basis for granting a variance because it would not be evidence produced by the applicant. This burden shift is also problematic in light of the findings that would now be required. For example new 4(b)2 would require the applicant to show evidence that the variance will do substantial justice by balancing the interest of the subject

property with the interest of neighboring properties. How is an applicant supposed to know these neighboring property interests? And if the applicant doesn't know them how can the applicant bear the burden of proving. This is why comments (or at times the lack of comments) from neighbors, as you know, are important, but that wouldn't be evidence presented by the applicant.

The proposed changes to Section 3(c) would require that the BOA vote on each finding and that each finding have the support of four members. The problem with this is that there are six findings with additional subparts. That means every variance request would require the board to vote in excess of 6 times. As you can imagine that would be a significant burden. Currently, every member of the BOA has to make a determination about the proposed factors, so it is redundant to say the least to require separate votes on each finding. If a member votes to approve a variance, then the member has necessarily determined those facts. Moreover, while members may agree on the ultimate conclusion (i.e. a hardship), we may disagree about the facts supporting that conclusion (i.e. member 1 thinks its due to the shape that enforcement would create the hardship, member 2 thinks it's the topography, member 3 thinks it's the location). The Board does not need to agree on the factual reasons, we are just charged with determining, in part, does enforcement of the Code create a hardship on the property. Whether we agree on why is frankly irrelevant. ***Additionally, the Board is made up of 5 members and this is now making every vote a supermajority—this is a pretty radical departure from a majority vote.***

The proposed 4(b)3 is quite troubling. It now removes consideration of physical surroundings and it changes the standard from creating a hardship to "precludes using the property for permitted uses in its zoning district." So in other words if you have a property that is zoned residential and a house can exist on it, you have no basis to ask for a variance of any kind because you can still use the property for a permitted use. These are problematic to say the least. Imagine you have a severely sloped yard that borders an alley. Code limits your fence to six feet, but because of the slope a six foot fence really doesn't do anything and people are cutting through your yard all the time creating a mess, leaving trash, causing a worn path in your yard, etc. As revised, the Board could not grant you a variance because (1) your location near an alley cannot be considered; and (2) you still have a house that can be used, so you aren't precluded from using the property. To say the least, that is absurd.

The proposed 4(b)4.a is frankly, terrible. It says the applicant and anyone with an interest in the property cannot be seeking the variance "for personal considerations." When is a variance request ever not for personal considerations? I want to use my property—that's a personal consideration. I want to secure my property—that's a personal consideration. I want my property to yield a reasonable return—that's a personal consideration. Presumably this revision would mean only applicants requesting a variance for the public benefit can pass muster. That isn't the purpose of a variance.

The proposed 5(a) is similar to 4(b)3. Now an applicant must prove that s/he deprived of "all beneficial use of the property." So again, if you can use your property at all, you can't get a variance. It doesn't matter what hardship, it doesn't matter how restrictive, it doesn't matter what costs, if you can get ***any*** beneficial use of the property, you can't get a variance. That is not in keeping with the purpose of variances as our Code intends.

The changes to Section 7 that replace shall with will seem odd. Why wouldn't there be a mandate in the code that once an application is complete, the director shall notify the board? Also, if anything Section 7 needs to be amended to create a timeline for certifying that an application is complete and that if it is not either certified by that time or notice sent to the applicant that it is not complete that the application is deemed completed and sent to the Board.

I don't have time to fully go through each and every issue, but I would urge P and Z to reject the proposed changes. They strike at the heart of the variance code and will negatively affect property owners in Springfield.

Neale & Newman
Established 1903
NNLaw.com

Bryan Fisher
Attorney
2144 E. Republic Road F-302
Springfield, MO 65804
Telephone: 417-882-9090
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On Tuesday, November 30, 2021, 01:35:56 PM CST, Neal, Daniel <dneal@springfieldmo.gov> wrote:

Staff is proposing text amendments (attached) to the Zoning Ordinance at the Planning and Zoning Commission meeting on December 16, 2021 and City Council meeting on January 10, 2022.

Home Occupation Acupuncture Amendments

City Council initiated amendments on September 7, 2021 for the purpose of allowing acupuncturists as home occupations.

After review of best practices from other municipalities, staff has prepared amendments to the Home Occupation Section 36-451. of the Zoning Ordinance to allow the practice of acupuncture for compensation with the same restrictions as performing acts of cosmetology which is already permitted as a home occupation.

A home occupation is an activity carried out for compensation in a residential dwelling unit. No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.

The proposed home occupation restrictions for acupuncture would include:

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

Zoning Variance Amendments

Planning and Zoning Commission initiated amendments on October 7, 2021, to Section, 36-365., Variances, and any other relevant sections of the Zoning Ordinance to review the requirements of these regulations in relationship to State Statutes and other municipalities.

Staff is proposing amendments to Section 36-365., Variances, to make our code compliant with current state law, be concise with standards and clarify the overall section with fewer words or sentences to interpret.

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

R. Daniel Neal

Senior Planner

City of Springfield, Missouri

Planning and Development Department

Office: 417-864-1611

Direct: 417-864-1036

dneal@springfieldmo.gov

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From: Pete Radecki
To: B Fisher; Neal, Daniel
Cc: Bob Fisher
Subject: Re: Comments Requested - Proposed Text Amendments to P&Z and CC
Date: Thursday, December 16, 2021 8:26:26 PM

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Hello, Daniel,

Just responding to you as you requested with copy to Mr. Fisher. Frankly I am happy that he chose to respond to all as I would not otherwise have had the benefit of his insightful comments.

I have reviewed Mr. Fisher's comments and generally agree with them. The proposed changes to the Variance guidelines seem to me to need a substantial rewrite. In addition to Mr. Fisher's comments, there are many instances of words or phrases that seem difficult to interpret. Two examples:

1. In 4(b)2, phrases "interests of the subject property" and "interests of neighboring properties". Perhaps these are legal phrases, but if not, I'm not sure how a "property" can have an "interest".

2. 4(b)4, the phrase "or any person with an interest in the property". What is meant by "interest"? Is that intended to be restricted to just those with, say, a direct financial interest, or could that be anyone who claims some interest. (A good citizen might claim interest in all properties of the City insofar as any development impacts the City to some extent.)

Other phrases color meanings. For example in 4(b)4c, "mere convenience". Why the word "mere". It seems to imply convenience is not a good reason. Families own many items for convenience. Why should convenience be barred from consideration in a variance? Perhaps a large lot owner might seek a second driveway for the lot with the chief reason being to make egress more convenient.

4(b)1 requires that the variance be "consistent with this article's purposes and intent" Is that articulated anywhere? If so, please include a reference so it can be easily found by an applicant. It further requires consistency with the Comprehensive Plan. The Comp Plan is a large and complex document currently undergoing a process of updating. While I like the basic concept, and in particular, a desire to retain and/or improve the character of various neighborhoods, because of the complexity, additional guidance is needed in how the Applicant and BOA intends to interpret the document.

3(a) changes the BOA obligations from articulating "findings" to "findings of fact". Seems to me the nature of the BOA role is to make determinations, i.e. decisions about whether a given variance request is a good idea. That's essentially an opinion which is hopefully well reasoned. Requiring "findings of fact" seems to me to be a much higher bar, and could lead to liability exposure for the BOA and City.

If the intention of this substantial rewrite of the code is to make it easier to interpret, I don't think it hits that mark. It would also be helpful to have highlighted which of the proposed changes are specifically intended to make it compliant with state law.

Perhaps a way to get at this would be to start the article by articulating the purpose of a variance, which seems to me to be a means to allow a property owner the ability to use his/her property in a way that is beneficial to him/her so long as it does not negatively impact those is reasonable proximity. If something like that can be stated at the outset, perhaps the work of the BOA can be made simpler and more understandable to applicants for variances. As written, the proposed changes are very heavy on all the reasons one shouldn't get a variance, but short on why they should. And for what it is worth, neighborhoods change particularly if they are adjacent to growing entities. Just consider how the neighborhoods around MSU have changed. No doubt it has resulted in lots of displacement, but that is the nature of how the City grows and matures.

Thanks, Daniel, for all your efforts. These are huge tasks you are undertaking and I'm sure you are spread quite thin with all your responsibilities.

Pete Radecki

On Tuesday, November 30, 2021, 01:35:56 PM CST, Neal, Daniel <dneal@springfieldmo.gov> wrote:

Staff is proposing text amendments (attached) to the Zoning Ordinance at the Planning and Zoning Commission meeting on December 16, 2021 and City Council meeting on January 10, 2022.

Home Occupation Acupuncture Amendments

City Council initiated amendments on September 7, 2021 for the purpose of allowing acupuncturists as home occupations.

After review of best practices from other municipalities, staff has prepared amendments to the Home Occupation Section 36-451. of the Zoning Ordinance to allow the practice of acupuncture for compensation with the same restrictions as performing acts of cosmetology which is already permitted as a home occupation.

A home occupation is an activity carried out for compensation in a residential dwelling unit. No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.

The proposed home occupation restrictions for acupuncture would include:

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

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

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

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

Zoning Variance Amendments

Planning and Zoning Commission initiated amendments on October 7, 2021, to Section, 36-365., Variances, and any other relevant sections of the Zoning Ordinance to review the requirements of these regulations in relationship to State Statutes and other municipalities.

Staff is proposing amendments to Section 36-365., Variances, to make our code compliant with current state law, be concise with standards and clarify the overall section with fewer words or sentences to interpret.

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

R. Daniel Neal

Senior Planner

City of Springfield, Missouri

Planning and Development Department

Office: 417-864-1611

Direct: 417-864-1036

dneal@springfieldmo.gov

One rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 01-04-22

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 006 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 58, "Health and Sanitation", Article II "Food and Food Establishments", Division 2, "Restaurants", Section 53 "Permit required; fees, suspension or revocation" to define a process by which City of Springfield food establishment permit holders with permanently discontinuing businesses may apply for a refund of the unused portion of their permit upon application approval by the Director of Public Health.

WHEREAS, Springfield City Code; Section 58-53 does not provide a method by which food establishment permit holders with permanently discontinuing businesses may apply for a refund of any unused portions of the fee associated with their food permit, and permit holders are only able to apply annually for a pro-rated fee if they anticipate discontinuing their business at a specific time during the year; and

WHEREAS, the proposed change to City Code Section 58-53 would retain the ability for food establishment permit holders to apply for a prorated amount, while also giving the ability to apply, within 60 days, for a refund with sufficient documentation evidencing the permanent discontinuation of the business; and

WHEREAS, the proposed change to City Code Section 58-53 would help food establishments negatively impacted by the effects of the COVID-19 pandemic by permitting a one-time 60-day period for retroactive refund requests.

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

Section 1 – Springfield City Code, Chapter 58, "Health and Sanitation", Article II "Food and Food Establishments", Division 2, "Restaurants", Section 53 "Permit required; fees, suspension or revocation," Subsection (c) is hereby amended as set forth below.

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

(c) Permit fees shall be as established by ordinance from time to time. All permits shall be for one year, beginning on January 1 and ending December 31, with the exception of temporary food establishment permits and mobile food permits or unless otherwise provided for by

ordinance and shall be renewed thereafter annually only by payment of the proper fee. New businesses or permanently discontin~~ued~~ ing businesses making timely application for a permit after the beginning of a current permit year shall pay a prorated monthly rate, which includes the month of application, for the remainder of the permit year. Permanently discontinuing businesses may apply, with sufficient documentation evidencing permanent closure, for a prorated refund of permit fees with timely application within 60 days of business cessation.

Section 2 – City Council hereby directs that there be a one-time 60-day period, from the date of this Ordinance's passage, for retroactive refund requests to account for the impact of the COVID-19 pandemic. As such, City of Springfield food establishment permit holders with businesses that permanently discontinued during 2020 or 2021 may apply, with sufficient documentation evidencing permanent closure, to the Director of Public Health for a pro-rated refund for the unused portions of the fee associated with their food permit.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause, or phrase be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-006

FILED: 01-04-22

ORIGINATING DEPARTMENT: Springfield-Greene County Health Department

PURPOSE: The intent of the revision of this ordinance is to define a process by which City of Springfield food establishment permit holders with permanently discontinuing businesses may apply for a refund of the unused portion of their permit upon application approval by the Director of Public Health.

BACKGROUND INFORMATION: Springfield City Code, Chapter 58, “Health and Sanitation”, Article II “Food and Food Establishments”, Division 2, “Restaurants”, Section 53 “Permit required; fees, suspension or revocation” does not currently provide a method by which City of Springfield food establishment permit holders with permanently discontinuing businesses may apply for a refund of any unused portions of the fee associated with their food permit. Instead, permit holders are only able to apply annually for a pro-rated fee if they anticipate discontinuing their business at a specific time during the year. The proposed amendment to Springfield City Code Section 58-53 would retain the ability for food establishment permit holders to apply for a prorated amount, while also giving the ability to apply, within 60 days, for a refund with sufficient documentation evidencing the permanent discontinuation of the business.

The impact to the budget is incalculable as it is a direct relation to the number of food establishments that cease operations within a calendar year. It is anticipated that there will be a negative impact to the budget for those previously permitted food establishments that apply for a refund of 2020-2021 permit fees during a one-time 60-day period for retroactive refund requests to account for the impact of the COVID-19 pandemic.

REMARKS: The Springfield-Greene County Health Department recommends approval of this Council bill to revise the current ordinance to include a method of refund for unused food establishment permit fees.

Submitted by:

Katie Towns,
Director of Health

Approved by:

Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. 3
Pgs. _____
Filed 01-04-22

Sponsored by Simpson

First Reading _____ Second Reading _____

COUNCIL BILL 2022- 007 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 118, 'Vehicles for Hire,' Article II, 'Taxicabs, Courtesy Cars and Airport Limousines,' Section 118-35, 'Applicability of article; exceptions,' to reflect changes in federal and state law.

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

Section 1 – Springfield City Code, Chapter 118, 'Vehicles for Hire,' Article II, 'Taxicabs, Courtesy Cars and Airport Limousines,' Section 118-35, 'Applicability of article; exceptions,' is hereby amended to read as follows:

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

Sec. 118-35. Applicability of article; exceptions.

(a) This article shall apply whenever a passenger to be transported for hire is picked up within the city limits, regardless of his destination, but shall not be applicable if the passenger is picked up outside the city limits and is discharged within the city limits.

(b) This article shall not apply to transportation provided as follows:

(1) By any persons operating a transportation system which is funded in whole or in part by a federal, state or local governmental agency.

(2) By renting a vehicle for a minimum period of two hours to not more than one person, provided that a vehicle which is so rented shall not otherwise be used as a taxicab, courtesy car, transportation network vehicle, or airport limousine within the provisions of this article.

(3) If the passenger is picked up outside the city limits and is discharged within the city limits.

(4) By any person who possesses a permit issued by the ~~Interstate Commerce Commission~~ Federal Motor Carrier Safety Administration or ~~state public service commission~~ Missouri Department of Transportation to transport passengers for hire, over which person the city has no authority.

(5) By any business regulated in whole by the federal or state government and to which local regulations would not apply.

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-007

FILED: 01-04-22

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code, Chapter 118, 'Vehicles for Hire,' Article II, 'Taxicabs, Courtesy Cars and Airport Limousines,' Section 118-35, 'Applicability of article; exceptions,' to reflect changes in federal and state law.

BACKGROUND INFORMATION: When reviewing an application for taxicab licensing, the Law Department learned that a section of relevant City Code was out of date. Section 118-35(a) addresses the applicability of the portion of City Code related to taxicabs, courtesy cars, and limousines Section 118-35(b) contains a list of exceptions to this portion of City Code. One of the exceptions, 118-35(b)(4) references permits issued by the Interstate Commerce Commission and state public service commission. The authority of the Interstate Commerce Commission to issue federal permits for transporting passengers has been delegated to the Federal Motor Carrier Safety Commission. The authority of the state public service commission to issue state permits for transporting passengers has been delegated to the Missouri Department of Transportation.

This Council bill would update Section 118-35 to reflect the current statutory authority of the Federal Motor Carrier Safety Administration and Missouri Department of Transportation to regulate the transportation of passengers at the federal and state levels, respectively.

Submitted by:

Jill Burris, Assistant City Attorney

Approved by:

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 01-04-22

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 008 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 96, 'Storm Water,' Article I, 'Flood Control and Water Quality Protection,' by removing the detention fee in lieu of rate table in Section 96-16 and incorporating this fee structure into the annual fee study for regular evaluation and adjustments.

WHEREAS, City Code allows for a fee to be paid in lieu of constructing onsite stormwater detention if approved by the Director of Public Works; and

WHEREAS, the existing fee structure in City Code Section 96-16 has not been revised since 2001 and does not adequately reflect current costs; and

WHEREAS, including this fee in the City's annual fee study will ensure this fee is updated regularly and more accurately reflect current costs.

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

Section 1 – Springfield City Code, Chapter 96, 'Storm Water,' Article I, 'Flood Control and Water Quality Protection,' is hereby amended as follows:

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

ARTICLE I. – Flood Control and Water Quality Protection

Sec. 96-16. – Detention fee in lieu.

Whenever detention for flood control is required pursuant to the flood control and water quality protection manual, the applicant may propose to pay a fee in lieu of constructing partial or full detention. The criteria and conditions under which a project is eligible for a fee-in-lieu payment are established in the flood control and water quality protection manual. The decision to accept the fee in lieu of detention shall rest solely with the director of public works who may consider, in making such determination, that

the discharge of any additional waters at an increased rate onto properties downstream is not desirable due to drainage problems that exist on those properties. The fees shall be used by the city to construct, improve, and maintain regional detention and conveyance systems within the drainage basin where the detention would have been constructed. The two major drainage basins in the city are the Sac River and James River basins. The fees in lieu shall be set in accordance with the city's most recent annual fee study. ~~The payment in lieu of construction may be revised by the director of public works to reflect the annual percentage change in construction costs by using the construction price index, increase or decrease, from the previous amount. The fee in lieu shall be based on the following rates:~~

~~**Volume of Detention (cubic feet (cf))**~~	~~**Single- and Two-Family Residential**~~	~~**Other Land Uses**~~
~~0—24,000~~	~~$1.00 per cf~~	~~$2.00 per cf~~
~~24,001—100,000~~	~~$0.50 per cf~~	~~$1.00 per cf~~
~~> 100,000~~	~~$0.50 per cf~~	~~$0.50 per cf~~

Whenever a stormwater detention basin is required and the director of public works determines that a regional detention basin can be improved to detain the additional stormwater, the developer may construct improvements to the regional detention basin. The developer or responsible party for the regional detention basin being improved shall submit an operation and maintenance agreement in accordance with section 96-14, unless the regional detention basin is operated and maintained by the city.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-008

FILED: 01-04-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To amend the Springfield City Code, Chapter 96 Stormwater to remove the detention fee in lieu of rate table in Section 96-16 and incorporate this fee structure into the annual fee study for regular evaluation and adjustments.

BACKGROUND INFORMATION: The City of Springfield first adopted ordinances in the early 1980's to begin requiring stormwater detention on new developments to protect properties downstream from flooding. However, in certain instances onsite stormwater detention provides little to no benefit downstream. Therefore, in the mid-1990's Springfield adopted a fee in lieu of detention. The fee structure was created to be equivalent of the cost to design and construct onsite stormwater detention. Section 96-16 of City Code establishes this fee structure and authorizes the Director of Public Works to amend it based on the annual percentage change in construction cost using the construction price index. However, since this fee hasn't been revised since 2001, a more thorough evaluation of current costs was performed. This fee has now been included in the City Finance Department's annual fee study to ensure this fee is updated more routinely.

Supports the following City Council Priorities:

- Fiscal Sustainability and Accountability

REMARKS: Public Works recommends approval of this council bill. This council bill should be considered in combination with adoption of the annual fee study since this bill removes the rate table and the other council bill adopts the new rate table.

Submitted by:

Martin Gugel,
Assistant Director of Public Works

Recommended by:

Dan Smith,
Director of Public Works

Approved by:

Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 36
Filed: 01-04-22

Sponsored by: Lear, Hardinger, Schilling, & Simpson

First reading: _____ Second reading: _____

COUNCIL BILL 2022- 009 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Fee Schedule for certain City services as provided in the Springfield City Code, by making such adjustments as provided in the attached "Evaluation of Charges for Municipal Services;" and adopting new fees for certain City services. (The Finance and Administration Committee recommends approval.)

WHEREAS, City Code Sec. 2-425 authorizes the City to charge various fees in amounts contained on schedules adopted by Ordinance and on file with the City Clerk; and

WHEREAS, an "Evaluation of Charges for Municipal Services," attached hereto as "Exhibit A" has been compiled by the City's Finance Department in accordance with the Policy Statement adopted by City Council on October 5, 2020, with the passage of Resolution 10526; and

WHEREAS, "Exhibit A" contains the Fee Schedule for various City fees to be charged for certain services; and

WHEREAS, the "Evaluation of Charges for Municipal Services," and accompanying Fee Schedules were presented to the Finance and Administration Committee, at the Committee's meetings on November 10 and December 8, 2021; and

WHEREAS, said Committee recommended that said Evaluation and Fee Schedules as amended by the Committee be forwarded to City Council for adoption; and

WHEREAS, a public hearing was held on January 10, 2022, concerning the proposed changes to the City's current fee ordinance; and

WHEREAS, the new Economic Vitality fees for Tax Increment Financing (TIF) redevelopment plans and access and infrastructure agreements, and the seven

established fees in lieu of construction for sidewalk and detention fees, shall be effective upon City Council's passage; and

WHEREAS, all other fees shall be effective July 1, 2022.

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

Section 1 – City Council hereby adopts the Fee Schedule contained within the "Evaluation of Charges for Municipal Services," which is attached hereto and incorporated herein by this reference as "Exhibit A," a copy of which shall be maintained on file with the City Clerk pursuant to Sec. 2-425 of the City Code.

Section 2 – The fees and charges included in "Exhibit A" are hereby amended and approved, and the schedule of fees and charges shown in "Exhibit A" for various departments of the City are hereby adopted.

Section 3 – City officials are authorized to charge the fees shown on "Exhibit A," as "Recommended Charges and Cost Recovery."

Section 4 – The two-thirds of City-imposed fees or charges not included in "Exhibit A" will increase by the Consumer Price Index of 4.9% on July 1, 2022.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as an Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-009

FILED: 01-04-22

ORIGINATING DEPARTMENT: Finance

PURPOSE: To adjust various charges for municipal services as defined in the Springfield City Code and outlined in the Policy Statement listed within the attached Evaluation of Charges for Municipal Services.

BACKGROUND INFORMATION: Annually, the Budget and Evaluation Division of the Finance Department reviews fees for municipal services. The fees are reviewed to determine if reasonable and appropriate levels of cost recovery are being maintained. Adjustments to municipal fees are recommended based on the policy statement included in the fee study and the recommendations of the Finance and Administration Committee from its December 8, 2021, meeting.

The schedules of fees and charges evaluated are attached as "Exhibit A." Per the policy, approximately one-third of the fees are fully evaluated on an annual rotating basis. The remaining two-thirds of the fees not included in "Exhibit A" will increase by the Consumer Price Index of 4.9% for FY22-23 to keep pace with inflation.

85 fees are included in the evaluation of charges and the cost recovery of the recommended fees is 99.1% percent (excluding Enterprise Charges which require special consideration).

The three new Economic Vitality fees and the changes to the fees in lieu of construction for sidewalk and detention, are requested to be effective upon City Council's passage. All other fees are recommended by staff to be effective July 1, 2022.

REMARKS: The evaluation report, including the recommended fee adjustments, was presented and approved for Council consideration by the Finance and Administration Committee at its December 8, 2021, meeting.

Submitted by:

David Holtmann,
Director of Finance

Approved by:

Jason Gage,
City Manager

EXHIBIT A

CITY OF SPRINGFIELD, MISSOURI

EVALUATION OF CHARGES FOR MUNICIPAL SERVICES

BASED ON 2021 FISCAL YEAR ACTIVITY

As recommended by the
Finance and Administration Committee
December 8, 2021

DEPARTMENT OF FINANCE
BUDGET AND EVALUATION

MISSION

The people of our community are the only
reason we are here.
Therefore,

We are committed to

WORKING WITH THE COMMUNITY

to provide ethical and responsible local government
so that everyone can enjoy the benefits
of living and working in Springfield.

We will achieve this through:

Integrity and Pride of Service

in everything we say and do, and with dedication to quality.

Cooperation and Communication

with one another and with citizens to ensure open government,
and open management with no surprises.

Continuous Improvement of Services

through cost-effective utilization of,
people, materials, equipment and technology.

Leadership and Knowledge

through staff training and development.

Innovation

in how we meet present and future needs of our city.

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CITY OF Springfield

Fee Study Overview

Fees and charges for various City services are required to be established by Ordinance and on file with the City Clerk pursuant to Section 2-425 of the Springfield City Code. Fees established are evaluated using the criteria below:

1. This evaluation shall utilize information on Service Efforts and Accomplishments (SEAs) for each category of charges as compiled by the various departments.

2. The report will be reviewed by the City Council Finance and Administration Committee before submittal to the full Council. The final report shall be submitted to the full Council no later than February 15.

3. If approved by City Council, fee changes and new fees are effective on July 1, unless otherwise stated in the proposed ordinance.

4. The following general guidelines were used in the annual evaluation:

    - Recommended by the Finance and Administration Committee on January 8th, 2020 is to evaluate the methodology in establishing fees to reduce large fluctuations and improve efficiencies in the process. We will recover 100 percent of the related cost to provide the service except in the instance of Hazelwood Cemetery and some Springfield-Greene County Health Department fees.

    - The director of finance shall determine the annual percentage change in costs by using the All Urban Consumer Price Index (CPI) to determine the increase, if any, from the previous 12 months. Per City Code Sec. 2-425(b). One-third of fees will be fully evaluated on an annual rotating basis. The remaining two-thirds of fees not evaluated, will increase by the CPI to keep pace with inflation.

    - Some Springfield-Greene County Health Department fees require special consideration. They are intentionally set below 100% cost recovery for public health and welfare purposes such as animal shelter turn-ins and impoundments, and vaccine administration for food handlers. These fees should not be so high it discourages use by the public.

    - Three food permit fees were not at 100% cost recovery at the passage and implementation of the FY2020-21 fee rates. The Springfield-Greene County Health Department requests these fees continue to go up incrementally at 10% plus CPI per year until 100% cost recovery is achieved.

    - Any efficiency achieved in the process of providing a service, which reduces costs, should be accompanied by a corresponding reduction in the related charges for services.

    - Enterprise funds are determined differently than other fees in the fee study. They are established to recover operating costs as well as long-term capital investments. They are included in the fee study to ensure annual review.

    - Administrative boards, such as Parks, Art Museum and the Airport are allowed to review and set their own schedule of charges. Accordingly, charges set by these boards are not reviewed as part of this evaluation.

BASED ON 2021 ACTIVITY

The Budget and Evaluation Section of the Finance Department has completed the annual review of the City's charges for municipal services. These charges are reviewed to determine if reasonable and appropriate levels of cost recovery are being maintained. Recommended fee adjustments from the current evaluation based on FY2020-21 data are presented in this report.

OVERVIEW

The term "cost" in relationship to municipal services is the total of the allocable cost of direct and indirect labor, supplies, charges, and capital outlay used to provide each specific service. Allocations for both departmental and city-wide administrative overhead are also included in the cost determination.

Service Efforts and Accomplishments (SEAs) measures used to review the charges for services include, as appropriate, the following:

Measures of Efforts

- Non-financial resources
  - Number of labor hours, by position, expended to deliver services
- Financial resources
  - Fully burdened labor costs, by position, expended to deliver services
  - Expenditures used to deliver services, including both direct and indirect costs

Measures of Accomplishments

- Output measures
  - Number of service units produced
- Outcome measures
  - Average cost per service unit produced
  - Average revenue generated per service unit produced

Measures of Efficiency

- Percentage of cost recovery
- Percentage increase or decrease of average cost per service unit from prior period
- Percentage increase or decrease of cost recovery from prior period

FINDINGS AND RECOMMENDATIONS

This year's evaluation of charges for municipal services included a detailed analysis of the departmental and financial data that compose service costs. The methodology for deriving the service cost allocations was verified and their accuracy continues to be improved. Recommendations for adjustments to the evaluated charges are based on the policy approved by City Council in September 2020.

A total of eighty-five Economic Vitality, Environmental Service, Finance, Municipal Court, Planning and Development, Public Information Office and Public Works charges for municipal services were evaluated. The recommended adjustments for these charges are summarized as follows:

- There are four new fees recommended and seven established fees recommended to be added to the fee study.
- Of the eighty-one established fees, twelve charges are recommended to be held constant.
- Five charges are recommended to be reduced.
- The remaining sixty-four are recommended to be increased.

The four new fees include three Economic Vitality fees for infrastructure agreements and TIF redevelopment plans, and one billing and metering charge for Clean Water Services. The seven established fees recommended for the fee study, are fees in lieu of construction of sidewalk and detention to ensure regular evaluations of the fees are being conducted.

The three new Economic Vitality fees and the changes to the fees in lieu of construction for sidewalk and detention, are requested to be effective upon City Council's passage. All other fees are recommended by staff to be effective July 1st, 2022.

FINDINGS AND RECOMMENDATIONS

The Finance and Administration Committee recommend two amendments to the proposed schedule at the December 8, 2021 meeting. The Committee's first recommended amendment was to reduce the Fee in Lieu of Sidewalk Construction to 75% cost recovery with the goal of reaching 100% cost recovery the next time it is evaluated. This fee had not been reviewed in several years and is currently at 45% cost recovery. The Committee's second recommended amendment was to remove a proposed Unsecured Load Fee of $20 for improperly secured loads which arrive at the City sanitary landfill and Yardwaste recycle centers and prepare an ordinance to address the various collection facilities. The Committee recommended educating the public on properly securing loads before implementing a fee. This proposed fee has been removed from this revised document.

If the recommended fee adjustments are approved the cost recovery would be set at 99.1%. The recommended fee adjustments would generate an additional $632,915 in total revenue. Of this potential revenue increase, $13,246 would be in the general fund and $619,669 in non-general fund revenue. Total proposed revenue generated is $10,419,807; $172,933 of which is general fund revenue, $10,246,874 is derived from a variety of non-general funds.

Sanitary landfill fees represent $9,504,447, or 91.2% of projected revenue generated for this year's evaluation. The largest portion of additional revenue generated is the change in tipping fees would generate an estimated $411,798 for FY2022-23. The last change to the tipping fee was for fiscal year 2019-20.

The fees and charges evaluated are grouped into five descriptive categories: Permit, Plan Review, and Inspection Fees; License Fees; Charges for Services; Fees in Lieu of; and Enterprise Fund Fees. Each category of charges has distinct characteristics and considerations that impact cost recovery decisions. The following narrative presents a summary of the charges within each category and an explanation of charges of particular interest.

Fee Type	Revenue Generated	Projected Revenue	Change in Revenue
General Fund			
Permits	$ 127,763	$ 136,045	$ 8,282
Licensing	8,755	9,110	355
Charges for Services	23,169	27,778	4,609
Fee in lieu of			
Enterprise			
General Fund Total	$ 159,687	$ 172,933	$ 13,246
Non-General Fund			
Permits	$ 35,910	$ 39,128	$ 3,218
Licensing			
Charges for Services	-	-	-
Fee in lieu of	144,514	221,141	76,627
Enterprise	9,446,781	9,986,605	539,823
Non-General Fund Total	$ 9,627,205	$ 10,246,874	$ 619,669
Total Revenue	**$ 9,786,892**	**$ 10,419,807**	**$ 632,915**

Evaluation Summary by Fee Type

PERMIT, PLAN REVIEW, AND INSPECTION FEES SUMMARY

The permit, plan and inspection fees are the traditional fees charged by the City for the various permits issued and plan reviews and inspections conducted in relation to land development, commercial and residential construction, and specific activities within the City. Individuals and entities desiring to participate in such development or activities are required by City ordinance to apply for various permits and submit to plan reviews and inspections to ensure the public's safety, health, and general welfare.

The City's goal in charging these fees is to recover incurred costs that can be clearly identified as being directly associated with specific consumers of the City's regulatory services. Examples of fees included in this category are final plat reviews, building permits, sign permits, driveway permits, taxicab inspections, and food permits.

There are no new fees in this section this year. A total of forty-one charges are identified in this category under Environmental Services and Planning and Development. The current average cost recovery for these charges is 92.2%. If the recommended fee adjustments are approved, the average cost recovery would be 100%. The technology fee will be reviewed for all departments in next year's evaluation.

LICENSING FEES SUMMARY

The fees evaluated in this section are for liquor license location investigations, after hours establishment investigations, tanning location security and escort services background checks. The recommended fee for issuing catering letters is set according to State Statute Section 311.485. There have not been any changes made to this statute during the current year, so the fee will remain the same.

There are no new fees in this section. A total of four charges are identified in this category. The current average cost recovery for these charges is 98.8%. If the recommended fee adjustments are approved, the average cost recovery would be 100%.

CHARGES FOR SERVICES SUMMARY

The City has established charges for some services that are not regulatory in nature, nor imposed by City ordinance. These services provide a tangible product to a relatively small number of individuals and entities, with some services offered as an alternative to what is available in the private sector. The consumers of these City services have the freedom to choose whether or not the products provided have enough value to justify paying the established charge.

Examples of charges within this category include; community room rentals, vaccination administration fees, health testing, traffic signs and Hazelwood Cemetery burial services. As with other fee charges, the City restricts its cost recovery for these services to the actual cost incurred, except for the services offered at Hazelwood Cemetery, which require sensitivity to local market conditions and concerns.

A total of twelve Economic Vitality, Municipal Court, and Public Information Office charges are identified in this category. There are three new fees in this section this year for Economic Vitality: one access and infrastructure agreement fee, and two Tax Increment Financing redevelopment plan fees for new development, public improvements. The current average cost recovery is 84.8%, if the recommended fee adjustments are approved, the average cost recovery would be 100%.

FEE IN LIEU OF SUMMARY

This new section is for fees in lieu of construction as allowed by current City Code. When sidewalk construction or detention for flood control is required, a request may be considered by the City to accept a fee in lieu of construction when certain conditions exist, or construction is not practical in the location. The decision to accept the fee in lieu of construction rests with the City Manager and/or the Director of Public Works. The fees collected are maintained in separate funds and are used for future construction needs within that area. These fees are being added to the fee study to ensure they are evaluated regularly.

A total of seven established Public Works fees are being added to the fee study. The current average cost recovery is 77.4%, if the recommended fee adjustments are approved, the average cost recovery would be 96.4%.

ENTERPRISE FUND FEES SUMMARY

There is one new fee within this section. A billing and metering charge to recover the cost of operating and maintain meters at the connection point of each satellite community connection. The fees in this section are determined differently than the other fees in this study. These fees are established to recover operating costs as well as recover long-term capital investment. These funds are not supported by general tax revenue. They are being included in this document to ensure annual review.

Permit, Plan Review, and Inspection Fees

These fees are traditional fees charged by the City for the various permits issued and plan reviews and inspections conducted in relation to land development, commercial and residential construction, and specific activities within the City. Individuals and entities desiring to participate in such development or activities are required by City ordinance to apply for various permits and submit to plan reviews and inspections to ensure the public's safety, health, and general welfare.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Environmental Services	Asbestos Inspection Fee	Asbestos Inspection Fee	$ 129	$ 153	84%	126	$ 16,254	$ 153	18.6%	100%	$ 19,278	$ 3,024	Any asbestos removal project within the City of Springfield, may be inspected by an asbestos inspector with the Department of Environmental Services. The fee shall be charged to the abatement contractor or the owner of the property.
Environmental Services	Open Burning Permit	Open Burning Permit	$ 85	$ 111	77%	11	$ 935	$ 111	30.6%	100%	$ 1,221	$ 286	A property owner must obtain a permit to be able to burn brush or trees that originate on the property. The property owner has to meet several requirements in order to obtain a permit.
Environmental Services	Land Disturbance Permit	Sites < 1 acre	$ 41	$ 49	84%	1	$ 41	$ 49	19.5%	100%	$ 49	$ 8	The less than one acre fee is only for sites that are part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project. Permits are required for these sites under federal and state regulations. A permit is not required for sites that disturb less than 1 acre, which is not part of a larger common plan.
		Sites Between 1 and 5 acres	$ 467	$ 430	109%	19	$ 8,873	$ 430	-7.9%	100%	$ 8,170	$ (703)	The Land Disturbance Permits are a requirement of the City's Municipal Separate Storm Sewer System (MS4) Permit with the Missouri Department of Natural Resources under the federal National Pollutant Discharge Elimination System (NPDES) program. Permit fee is for review and approval of applications and inspections, based on number of acres disturbed.
		Sites Between 5 and 20 acres	$ 524	$ 515	102%	7	$ 3,668	$ 515	-1.7%	100%	$ 3,605	$ (63)	
		Sites > 20 acres	$ 671	$ 596	113%	2	$ 1,342	$ 596	-11.2%	100%	$ 1,192	$ (150)	
		Technology Fee	17%	17%	100%	29	$ 2,213	17%	0.0%	100%	$ 2,213	$ -	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Environmental Services	Trash Truck Inspections	Trash Truck Inspections	$ 19	$ 25	76%	136	$ 2,584	$ 25	31.6%	100%	$ 3,400	$ 816	Trash trucks are inspected annually for compliance with sanitation requirements.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Planning and Development	Planned Development	Planned Development (Rezoning)	$ 1,362	$ 1,558	87%	3	$ 4,086	$ 1,558	14.4%	100%	$ 4,674	$ 588	The preliminary plan for property development that either cannot be accommodated by the existing zoning laws or that requires additional regulations to protect a neighborhood from the proposed development. A specific ordinance approved by the Planning and Zoning Commission and City Council is produced, which also specifies how the final development plan may be approved.
		Planned Development - Final Development Plan (Comm/Council)	$ 860	$ 954	90%	0	$ -	$ 954	10.9%	100%	$ -	$ -	Submitted site plan, which must be approved by the Planning and Zoning Commission and City Council, that shows specific development and how it complies with the preliminary development plan.
		Planned Development - Final Development Plan (Administrative)	$ 596	$ 670	89%	3	$ 1,788	$ 670	12.4%	100%	$ 2,010	$ 222	Submitted site plan, which can be administratively approved, that shows specific development and how it complies with the preliminary development plan.
		Technology Fee	17%	17%	100%	6	$ 1,136	17%	0.0%	100%	$ 1,136	$ -	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Planning and Development	Development Review	Conditional Use Permit	$ 1,253	$ 1,355	92%	7	$ 8,771	$ 1,355	8.1%	100%	$ 9,485	$ 714	Allows land to be used for certain specified uses subject to specified conditions.
		Zoning Map/Text Amendment	$ 1,010	$ 1,100	92%	27	$ 27,270	$ 1,100	8.9%	100%	$ 29,700	$ 2,430	A change in a property's zoning to allow a land use that is not under the existing zoning.
		Vacation (street, alley, or subdivision)	$ 759	$ 844	90%	1	$ 759	$ 844	11.2%	100%	$ 844	$ 85	Changes the ownership of a street or alley from public to private, or voids a platted subdivision.
		Relinquishment of Easement	$ 295	$ 334	88%	12	$ 3,540	$ 334	13.2%	100%	$ 4,008	$ 468	Legal measure where the City gives up its right to cross private property with public utility lines (gas, water, electric, sanitary sewer) because the easement is no longer needed.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Planning and Development	Development Review	Master Sign Plan	$ 758	$ 785	97%	0	$ -	$ 785	3.6%	100%	$ -	$ -	An applicant can apply for a master sign plan which would allow multiple on-premise signs as long as the effective area of the signs do not exceed the total allowed sign area for the zoning district.
		Street Name Change	$ 881	$ 970	91%	2	$ 1,762	$ 970	10.1%	100%	$ 1,940	$ 178	A citizen or the city may request to change a street name if there are any emergency management issues or inconsistencies with the current addressing system. Emergency Communications (E-911) requests many of these and we would not charge 911. We will only charge for private requests.
		Technology Fee	17%	17%	100%	49	$ 7,816	17%	0.0%	100%	$ 7,816	$ -	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Planning and Development	Major Subdivisions	Preliminary Plat	$ 1,040	$ 1,161	90%	15	$ 15,600	$ 1,161	11.6%	100%	$ 17,415	$ 1,815	The submission of preliminary plans to subdivide private property into sellable lots.
		Preliminary Plat (Renewal)	$ 742	$ 839	88%	0	$ -	$ 839	13.1%	100%	$ -	$ -	Required if the final plat is not submitted within one year of City Council approval of the preliminary plat.
		Final Plat (Administrative)	$ 764	$ 856	89%	11	$ 8,404	$ 856	12.0%	100%	$ 9,416	$ 1,012	Final version of a subdivision that will be recorded, creating sellable lots. City staff may approve administratively if the final plat submittal conforms to the preliminary plat that was approved by City Council.
		Final Plat (Appeal)	$ 478	$ 538	89%	0	$ -	$ 538	12.6%	100%	$ -	$ -	An appeal may be made to the Planning and Zoning Commission and City Council for approval of a final plat that was administratively denied.
		Final Plat (Commission/Council)	$ 505	$ 535	94%	0	$ -	$ 535	5.9%	100%	$ -	$ -	Final version of a subdivision that must be approved by the Planning and Zoning Commission and City Council because it does not meet the adopted criteria for administrative approval.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Planning and Development	Major Subdivisions	Subdivision Variance (Submitted with Preliminary Plat)	$ 575	$ 653	88%	0	$ -	$ 653	13.6%	100%	$ -	$ -	An applicant will often request a subdivision variance at the same time as their preliminary plat. The subdivision variance is a request to vary from the City of Springfield subdivision regulations if certain criteria are met.
		Subdivision Variance (Submitted Independent of Preliminary Plat)	$ 509	$ 590	86%	0	$ -	$ 590	15.9%	100%	$ -	$ -	A request for modification of the standard subdivision regulations.
		Request to Extend Security Agreement	$ 206	$ 234	88%	0	$ -	$ 234	13.6%	100%	$ -	$ -	An applicant may request Section 303(2) of the Subdivision Regulations which states that the Commission "may, upon proof of hardship, extend the completion date set forth in said bond or agreements for a maximum period of one additional year; provided a request for said extension is made prior to the end of the one year following recordation and provided the amount of said security agreement is revised pursuant to a revised estimate by the Department of Public Works."
		Technology Fee	17%	17%	100%	26	$ 4,561	17%	0.0%	100%	$ 4,561	$ -	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Planning and Development	Administrative Subdivisions	Lot Line Adjustment	$ 31	$ 34	91%	18	$ 558	$ 34	9.7%	100%	$ 612	$ 54	An administrative lot line adjustment involves adjusting the location of a lot line or property line.
		Lot Combination - Substantial Impact	$ 419	$ 479	87%	0	$ -	$ 479	14.3%	100%	$ -	$ -	An administrative lot combination that substantially increases the potential for development or substantially increases demands on public infrastructure serving existing and proposed tracts, and parcels or lots.
		Lot Combination - No Substantial Impact	$ 28	$ 31	90%	27	$ 756	$ 31	10.7%	100%	$ 837	$ 81	An administrative lot combination that does not substantially increase the potential for development or does not substantially increase demands on public infrastructure serving existing and proposed tracts and parcels or lots.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Planning and Development	Administrative Subdivisions	Administrative RePlat - Non-Residential	$ 428	$ 472	91%	6	$ 2,568	$ 472	10.3%	100%	$ 2,832	$ 264	The subdivision of land shall be classified as an administrative re-plat if an existing lot in a previously recorded subdivision is subdivided into not more than five (5) tracts, parcels or lots, and does not include the dedication of a new street or other public way or change in existing streets or alleys. The only difference between commercial and residential is whether it is a subdivision or commercially or residentially zoned land.
		Administrative RePlat Residential	$ 375	$ 411	91%	13	$ 4,875	$ 411	9.6%	100%	$ 5,343	$ 468	
		Administrative Condominium	$ 504	$ 556	91%	4	$ 2,016	$ 556	10.3%	100%	$ 2,224	$ 208	The subdivision of an existing structure or structures on a lot of record into units on a common element.
		Technology Fee	17%	17%	100%	68	$ 2,014	17%	0.0%	100%	$ 2,014	$ -	The technology fee is assessed on the City cost for the license and maintenance of the electronic plan submission and review system.
Planning and Development	Planning - Other	Board of Adjustment (Variance, Appeal, and Special Exception)	$ 692	$ 737	94%	5	$ 3,460	$ 737	6.5%	100%	$ 3,685	$ 225	A property owner request for modification of the standard zoning ordinance regulations because strict enforcement of the regulations creates some type of hardship upon the utilization of the property.
		Annexation	$ 1,388	$ 1,479	94%	4	$ 5,552	$ 1,479	6.6%	100%	$ 5,916	$ 364	An applicant would request the city to incorporate their property within the domain of the City of Springfield.
		Zoning Certificate (General)	$ 41	$ 46	89%	95	$ 3,895	$ 46	12.2%	100%	$ 4,370	$ 475	An applicant would apply to have staff provide official certification of the zoning district of a particular property on the date the zoning certificate is issued. The zoning certificate also provides notice of any rezoning applications on file for the property in the Planning and Development Department office.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Planning and Development	Planning - Other	Zoning Certificate - (Medical Marijuana)	$ 96	$ 107	90%	6	$ 576	$ 107	11.5%	100%	$ 642	$ 66	An applicant would apply to have staff provide official certification of the zoning district of a particular property on the date the zoning certificate is issued. Medical marijuana facilities require physical site visit to assess separation requirements. The zoning certificate also provides notice of any rezoning applications on file for the property in the Planning and Development Department office.
		Short Term Rental Type 2	$ 336	$ 295	114%	35	$ 11,760	$ 295	-12.2%	100%	$ 10,325	$ (1,435)	The Planning and Development Department processes and reviews Short-Term Rental Type 2 permit applications pursuant to Section 36-473 of the Zoning Ordinance.
		Technology Fee	17%	17%	100%	145	$ 4,239	17%	0.0%	100%	$ 4,239	$ -	The technology fee is assessed on the City cost for the license and maintenance of the electronic plan submission and review system.

CITY OF
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Licensing Fees

There are five fees identified in this section. They are for issuing letters of approval for catering, determining liquor license location restrictions, and background investigations for after-hours establishments, tanning location security and escort services. The recommended fee for issuing catering letters is set according to State Statute Section 311.485. There have not been any changes made to this statute during the current year, so the fee will remain the same.

LICENSING FEES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Finance	Licensing Background Checks	After-Hours Establishment Investigation	$ 163	$ 163	100%	0	$ -	$ 163	0.0%	100%	$ -	$ -	City Code provides for the recovery of the costs incurred by the City to perform background investigation of applicants for permission to operate an after-hours establishment.
		Tanning Location Security & Background Fee	$ 131	$ 132	99%	5	$ 655	$ 132	0.8%	100%	$ 660	$ 5	For compliance with City Ordinance, security and background checks are reviewed by the City on persons engaging in this type of business activity. This fee recovers the costs incurred by the Licensing and Police Departments in performing this task.
		Escort Service License Application Fee	$ 121	$ 121	100%	0	$ -	$ 121	0.0%	100%	$ -	$ -	For compliance with City Ordinance, upon the initial application, background checks are reviewed by the City on persons engaging in this type of activity. Escort business owners as well as individual employee escorts must obtain this license. This fee recovers the costs incurred by the Licensing and Police Departments in performing the background investigation and license process.
	Liquor Licensing	Letters of Approval for Catering	$15-$30/day	N/A				$15-$30/day	N/A				Fee to be charged is set by Missouri Statute sections 311.220 and 311.485 of the Liquor Control Law. These letters of approval are for caterers or other persons holding licenses to serve liquor at a particular function, occasion or event at a particular location other than the licensed premises.
		Liquor License Location Investigation	$ 162	$ 169	96%	50	$ 8,100	$ 169	4.3%	100%	$ 8,450	$ 350	When a liquor license application is submitted, investigation of the location for licensing restrictions is required. The investigation involves checking restrictions regarding zoning, residential zoned property, church, park, school and other liquor license locations. The investigation also includes a criminal records check preformed by the Police Department.

Charges for Services

This category of charges is for services that are not regulatory in nature, nor imposed by City ordinance. These services provide a tangible product to a relatively small number of individuals and entities, with some services offered as an alternative to what is available in the private sector. The consumers of these City services have the freedom to choose whether or not the products provided have enough value to justify paying the established charges.

CHARGES FOR SERVICES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Economic Vitality	Chapter 99 Services	Chapter 99 Redevelopment Plan and Blight Report	$ 2,077	$ 2,460	84%	9	$ 18,693	$ 2,460	18.4%	100%	$ 22,140	$ 3,447	The Economic Vitality Department processes and reviews applications containing a blight report and redevelopment plan submitted pursuant to Section 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law ("Chapter 99") that request City Council make a determination of blight within a proposed redevelopment area and approve a redevelopment plan to facilitate redevelopment.
Economic Vitality	Chapter 99 Services	Chapter 99 Redevelopment Plan Only	$ 1,902	$ 2,219	86%	0	$ -	$ 2,219	16.7%	100%	$ -	$ -	The Economic Vitality Department process and reviews applications containing a redevelopment plan submitted pursuant to Section 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law ("Chapter 99") that request City Council to approve plans for the redevelopment of a proposed redevelopment area. A blight report and determination of blight is not necessary if the proposed redevelopment area is currently blighted pursuant to Chapter 99.
		Chapter 99 Redevelopment Plan and Blight Report (Multi-project Redevelopment Area)	$ 1,541	$ 1,789	86%	0	$ -	$ 1,789	16.1%	100%	$ -	$ -	Redevelopment Plans for Multi-Project Redevelopment Areas are exempted from the But-for-Test requirement.
		Chapter 99 Redevelopment Plan Only (Multi-project Redevelopment Area)	$ 1,375	$ 1,566	88%	0	$ -	$ 1,566	13.9%	100%	$ -	$ -	
		Request for Chapter 99 Property Tax Abatement	$ 455	$ 584	78%	6	$ 2,730	$ 584	28.4%	100%	$ 3,504	$ 774	The Economic Vitality Department processes and reviews applications requesting the Land Clearance for Redevelopment Authority to authorize partial real property tax abatement for projects that are consistent with an approved redevelopment plan.

CHARGES FOR SERVICES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Economic Vitality	Chapter 353 Services	Chapter 353 Fee	$ 2,095	$ 2,408	87%	0	$ -	$ 2,408	14.9%	100%	$ -	$ -	The Economic Vitality Department processes and reviews applications filed by urban redevelopment corporations pursuant to Chapter 353, RSMo and Chapter 36, Springfield City Code that request City Council make a determination of blight within a proposed redevelopment area, approve a redevelopment plan, and authorize partial real property tax abatement to facilitate redevelopment.
Economic Vitality	Access & Infrastructure Agreement	Access & Infrastructure Agreement	$ -	$ 965	0%	0	$ -	$ 965	100.0%	100%	$ -	$ -	The Economic Vitality Department negotiates and processes requests for sales tax rebate generated by new development, which is used to reimburse the developer for the cost of required public improvements surrounding the new development.
Economic Vitality	Tax Increment Financing (TIF) Redevelopment Plan	Negotiate Redevelopment Agreement	$ -	$ 2,186	0%	0	$ -	$ 2,186	100.0%	100%	$ -	$ -	The Economic Vitality Department reviews applications, negotiates and processes requests for the redirection of all or a portion of the incremental increase in real property taxes or sales and use taxes generates by the new development, which is used to reimburse the developer for the cost of required public improvements surrounding the new development.
		Activate Project Area	$ -	$ 618	0%	0	$ -	$ 618	100.0%	100%	$ -	$ -	The Economic Vitality Department reviews applications and processes request to initiate collection of TIF revenues in a defined geographic area within an approved TIF Redevelopment Area.
Municipal Court	Access to Conviction Records (Per Name)	Access to Conviction Records (Per Name)	$ 9	$ 11	82%	194	$ 1,746	$ 11	22.2%	100%	$ 2,134	$ 388	Research court conviction records for individual names as requested. The charge is for each name to be researched.

CHARGES FOR SERVICES

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Public Information Office	Rental Fee	Cityview Studio Reservation and Daily Rental	$ 600	$ 678	88%	0	$ -	$ 678	13.0%	100%	$ -	$ -	The Cityview studio may be rented to individuals for video recording purposes. The Public Information Office has the authority to charge up to the full cost for the facility based the length of the rental. A minimum fee of $250 is required; this includes, reservation, setup and tear down time.
		Equipment Operator Per Hour	$ 42	$ 50	84%	0	$ -	$ 50	19.0%	100%	$ -	$ -	Audio, visual and studio equipment is available upon request to be rented per day, per event. City staff may be provided or required to operate certain equipment. Outside of normal business hours, personnel cost is calculated at 150% of the standard rate.

Fee in Lieu of

This new section is for fees in lieu of construction allowed by City Code. When sidewalk construction or detention for flood control is required, a request may be considered by the City to accept a fee in lieu of construction when certain conditions exist, or construction is not practical in the location. The decision to accept the fee in lieu of construction rests with the City Manager and/or the Director of Public Works. The fees collected are maintained in separate funds and are used for future construction needs within that area.

FEE IN LIEU OF

			Current Status Based on FY 20-21 Data					Proposed Fees for FY 22-23					
Department	**Fee Category**	**Service Description**	**Current Fee**	**City Cost**	**Cost Recovery**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**New Cost Recovery**	**Projected Revenue**	**Change in Revenue**	**Comments**
Public Works	Fee in Lieu of Sidewalk Construction	Per linear foot of Sidewalk	$ 19.00	$ 41.95	45%	5,324	$ 101,156	$ 31.46	65.6%	75%	$ 167,506	$ 66,350	Per City Code, for any new development, redevelopment, or subdivision activity, sidewalk must be constructed if not already in place along applicable public street frontages. As outlined in City Code, if certain conditions or hardships exist that would not make construction of sidewalk practical, the Administrative Review Committee (ARC) may consider a request from the developer to pay a fee in lieu of constructing the sidewalk. If approved by ARC, the developer may pay a fee in lieu of the appropriate sidewalk footage to allow issuance of the building permit or final plat approval without constructing sidewalk. At a time to be determined by the City Manager and/or Director of Public Works, collected fees in lieu of shall be used to construct sidewalk in the same City Council Zone as the property from where the fee was collected.
Public Works	Fee in Lieu of Stormwater Detention - One or Two Family Residential	Volume of Detention 0-24,000 c.f.	$ 1.00	$ 1.00	100%	2,250	$ 2,250	$ 1.00	0.0%	100%	$ 2,250	$ -	Whenever detention for flood control is required pursuant to the flood control and water quality protection manual, the applicant may propose to pay a fee in lieu of constructing partial or full detention. The criteria and conditions under which a project is eligible for a fee-in-lieu payment are established in the flood control and water quality protection manual. The decision to accept the fee in lieu of detention shall rest with the director of public works. The fees shall be used by the city to construct, improve and maintain regional detention and conveyance systems within the drainage basin where the detention would have been constructed. The two major drainage basins in the city are the Sac River and James River basins.
		Volume of Detention 24,001-100,000 c.f.	$ 0.50	$ 0.50	100%	0	$ -	$ 0.50	0.0%	100%	$ -	$ -	
		Volume of Detention > 100,001 c.f.	$ 0.50	$ 0.50	100%	0	$ -	$ 0.50	0.0%	100%	$ -	$ -	
	Fee in Lieu of Stormwater Detention - Other Land Uses	Volume of Detention 0-24,000 c.f.	$ 2.00	$ 2.50	80%	20,554	$ 41,108	$ 2.50	25.0%	100%	$ 51,385	$ 10,277	
		Volume of Detention 24,001-100,000 c.f.	$ 1.00	$ 1.50	67%	0	$ -	$ 1.50	50.0%	100%	$ -	$ -	
		Volume of Detention > 100,001 c.f.	$ 0.50	$ 1.00	50%	0	$ -	$ 1.00	100.0%	100%	$ -	$ -	

Enterprise Fund Fees

Fees in this section are determined differently than the other fees in this study. These fees are established to recover operating costs as well as recover long-term capital investment. They are being included in this document to ensure annual review. These charges relate to Sanitary Landfill and Clean Water Services.

ENTERPRISE FUND FEES

			Current Status Based on FY 20-21 Data			Proposed Fees for FY 22-23				
Department	**Fee Category**	**Service Description**	**Current Fee**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**Projected Revenue**	**Change in Revenue**	**Comments**
Environmental Services	Clean Water Services	Billing and Meter Quarterly Charge	-	4	$ -	$3,450 Per Quarter	100.0%	$ 55,200	$ 55,200	A fee to recover billing and meter related costs through a fixed monthly charge, based on meter size. The charge is based on the size of the flow meter used to measure flow from each satellite community, and is designed to recover meter and meter maintenance related costs as well as costs associated with billing and providing customer service to the satellite communities. Satellite invoicing will be conducted each calendar quarter.
Environmental Services	Clean Water Services	Fats, Oils, and Grease (FOG)	$ 148	1,055	$ 156,140	$ 162	9.5%	$ 170,910	$ 14,770	As a result of the new EPA/MDNR mandates, all Food Service Establishments (FSEs) must be permitted and inspected regularly to ensure proper FOG removal devices are in place and maintained properly.
		Industrial Pretreatment Fees (IPP): Categorical Industrial User (CIU)	$ 3,377	23	$ 77,671	$ 3,152	-6.7%	$ 72,496	$ (5,175)	Any industrial user subject to a regulation containing pollutant discharge limits promulgated by the USEPA in accordance with section 307(b) and © of the act, which applies to industrial users. Includes prohibitive discharge limits established pursuant to section 403.5 of the act, categorical pretreatment standards, restricted discharges and local limits.
		Categorical Industrial User - No Discharge (CIU-ND)	$ 1,012	5	$ 5,060	$ 966	-4.5%	$ 4,830	$ (230)	Any industrial user subject to a regulation containing pollutant discharge limits promulgated by the USEPA in accordance with section 307(b) and (c) of the act, which applies to industrial users. Includes prohibitive discharge limits established pursuant to section 403.5 of the act, categorical pretreatment standards, restricted discharges and local limits. Must be permitted and monitored as a no-discharge facility to ensure they do not discharge wastewaters to the Publicly Owned Treatment Works; either by evaporation, off-site treatment, or other means of wastewater disposal.

ENTERPRISE FUND FEES

			Current Status Based on FY 20-21 Data			Proposed Fees for FY 22-23				
Department	**Fee Category**	**Service Description**	**Current Fee**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**Projected Revenue**	**Change in Revenue**	**Comments**
Environmental Services	Clean Water Services	Significant Industrial User (SIU)	$ 4,602	11	$ 50,622	$ 4,391	-4.6%	$ 48,301	$ (2,321)	Industrial user that discharges an average of 25,000 gdp or more of process wastewater to the POTW, contributes a process waste stream which makes up five percent more of the average dry weather hydraulic or organic capacity of the POTW treatment plant, is designated as such by the POTW on the basis that it has reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
		Industrial User (IU)	$ 714	27	$ 19,278	$ 716	0.3%	$ 19,332	$ 54	Any nonresidential user identified in division A, B, D, E, or I of the Standard Industrial Classification Manual or any user which discharges wastewater containing toxic or poisonous substances or any substance which cause interference or pass through in the POTW.
		Surcharge-Industrial User-High Strength With Excess BOD/TSS	$ 767	22	$ 16,874	$ 732	-4.6%	$ 16,104	$ (770)	Some industrial customers have wastewater that is made up of higher concentrations of pollutants that increase the City's cost for treatment. As a result, these customers pay a surcharge for wastewater treatment. Currently, the surcharge is applied to two pollutants; Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). BOD is regulated because of low levels of oxygen in the water causes fish kills and other aquatic life impacts. TSS is regulated because the solids in water block sunlight and make photosynthesis more difficult so plant food sources don't grow for fish and aquatic life.
		Testing Charges	*		$ 94,985	*		$ 94,985	$ -	*Testing charges vary by industry due to number and type of parameter analyses required, pricing based on local private laboratory charges.

ENTERPRISE FUND FEES

			Current Status Based on FY 20-21 Data			Proposed Fees for FY 22-23				
Department	**Fee Category**	**Service Description**	**Current Fee**	**Units of Service**	**Revenue Generated**	**Proposed Fee**	**% Change in Fee**	**Projected Revenue**	**Change in Revenue**	**Comments**
Environmental Services	Sanitary Landfill and Associated Facilities	One Yard of Wood Mulch	$ 7.00	5,386	$ 37,702	$ 7.50	7.1%	$ 40,395	$ 2,693	An unscreened landscaping mulch of ground, woody materials for use on flower beds, shrubs, trees, and pathways.
		One Yard of Fine Wood Mulch	$ 16.00	22,273	$ 356,368	$ 17.50	9.4%	$ 389,778	$ 33,410	A fine textured landscaping mulch of ground, woody materials for use on flower beds, shrubs, trees and pathways.
		One Yard of Finished Compost	$ 24.00	5,509	$ 132,216	$ 26.00	8.3%	$ 143,234	$ 11,018	A high quality compost of yard and garden organic materials.
		Brush Lot Fee Car/SUV/Pickup or Trailer <8'	$ 8.00	16,188	$ 129,504	$ 8.75	9.4%	$ 141,645	$ 12,141	Gate fee for brush disposal at Yardwaste Recycling Center.
		Brush Lot Fee Trailer 8'-12'	$ 15.00	2,805	$ 42,075	$ 16.25	8.3%	$ 45,581	$ 3,506	
		Brush Lot Fee Trailer 12'-16'	$ 20.00	1,608	$ 32,160	$ 21.75	8.8%	$ 34,974	$ 2,814	
		Brush Lot Fee Trailer Dump Truck	$ 30.00	21	$ 630	$ 32.50	8.3%	$ 683	$ 53	
		Brush Lot Fee Large Volume $/cubic yard	$ 5.00	20	$ 100	$ 5.00	0.0%	$ 100	$ -	
		One Bag Mopost	$ 4.00	2,728	$ 10,912	$ 4.25	6.3%	$ 11,594	$ 682	Fee for bagged compost and mulch products and sold at City recycling sites.
		One Bag Momulch	$ 3.00	659	$ 1,977	$ 3.25	8.3%	$ 2,142	$ 165	
		YRC Delivery Fee (10 Mile Radius)	$ 40.00	5	$ 200	$ 43.00	7.5%	$ 215	$ 15	Fee for delivery of bulk mulch or compost and mulch products produced and sold at City recycling sites.
		YRC Delivery Fee (Per Mile 10-20 Miles)	$ 2.00	6	$ 12	$ 2.15	7.5%	$ 13	$ 1	
		Tipping Fees	$ 32.18	257,374	$ 8,282,295	$ 33.78	5.0%	$ 8,694,094	$ 411,798	Minimum fee for disposal of Municipal Solid Waste, Construction & Demolition Waste, and Other Special Waste accepted by prior approval.

City Code Section Reference Guide

City Code Section Reference Guide

Page #	Description	Code Section	Code Section Title	Department
12	Asbestos Inspection Fee	2-425	Fees	Environmental Services
12	Open Burning Permit	6-284	Permit for burning of certain materials	Environmental Services
12	Land Disturbance Permit	96-55	Permit application and fees	Environmental Services
12	Trash Truck Inspection	2-425	Fees for City services; license and inspection fees	Environmental Services
13	Planned Development	36-334	Fees	Planning & Development
13	Conditional Use Permit	36-334	Fees	Planning & Development
13	Change in Zoning	36-334	Fees	Planning & Development
13	Vacations (street or alley)	98-158	Fees	Planning & Development
13	Relinquishment of Easement	98-158	Fees	Planning & Development
14	Master Sign Plan	36-334	Fees	Planning & Development
14	Street Name Change	2-425	Fees for City services; license and inspection fees	Planning & Development
14	Platting	36-273	Processing fees	Planning & Development
15	Subdivision Variance	36-273	Processing fees	Planning & Development
15	Request to Extend Security Agreement	36-273	Processing fees	Planning & Development
15	Lot Line Adjustment/Combination	36-273	Processing fees	Planning & Development
16	Administrative Re-plat or condo	36-273	Processing fees	Planning & Development
16	Board of Adjustment	36-334	Fees	Planning & Development
16	Annexation	2-425	Fees	Planning & Development
16	Zoning Certificate	36-334	Fees	Planning & Development
17	Zoning Certificate - Medical Marijuana	36-334	Fees	Planning & Development

City Code Section Reference Guide

Page #	Description	Code Section	Code Section Title	Department
17	Short Term Rental Type 2	36-473	Short-term rentals	Planning & Development
20	After-Hours Establishment Investigation	70-353	Registration, license, and fees required	Finance - Licensing
20	Tanning Location Security & Background Fee	70-595	Investigation Fee	Finance - Licensing
20	Escort Service License Application Fee	70-324	Investigation Fee	Finance - Licensing
20	Letters of Approval for Catering	(RSMo 311.20 and 311.485)	NA	Finance - Licensing
20	Liquor License Location Investigation	10-37	Premises near schools, parks or churches	Finance - Licensing
22	Chapter 99 Redevelopment Plan/Blight Report	40-3	Fees for economic development incentives	Economic Vitality
23	Chapter 353	40-35	Redevelopment proposals	Economic Vitality
23	Access & Infrastructure Agreement	40-3	Fees for economic development incentives	Economic Vitality
23	Tax Increment Financing (TIF) Redevelopment Plan	40-3	Fees for economic development incentives	Economic Vitality
23	Access to Conviction Records	2-423	Municipal Court records	Municipal Court
24	Studio Rental	2-425	Fees	Public Information Office
26	Fee in Lieu of Sidewalk Construction	36-471	Sidewalk/pedestrian walkways	Public Works
26	Fee in Lieu of Stormwater Detention	96-16	Detention fee in lieu	Public Works
28	Clean Water Billing and Metering Charge	120-5	Fees and charges	Clean Water Services
28	Fats, Oils, Grease	2-425	Fees for City services; license and inspection fees	Clean Water Services
29	Industrial Pretreatment Fees	120-5	Fees and charges	Clean Water Services
29	Biosolids	2-425	Fees	Clean Water Services
30	Sanitary Landfill Mulch	2-425	Fees for City services; license and inspection fees	Sanitary Landfill

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed 01-04-22

Sponsored by Hosmer

First Reading _____ Second Reading _____

COUNCIL BILL 2022- 010 SPECIAL ORDINANCE _____

AN ORDINANCE

DECLARING the necessity of condemning permanent and temporary easements over, under, and through the properties herein described for the purpose of constructing and maintaining sanitary sewers in the Chestnut South Lift Station Relief Sewer Project, #2017PW0007; and authorizing designated officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

_____

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

Section 1 – City Council hereby declares it necessary to condemn the following described property, for the purpose of constructing, maintaining, and extending the public sanitary sewer system of the City of Springfield, Missouri, a municipal corporation, to-wit:

Owner(s) of Tract 5 are Kenny H. Tran and Angie O. Bui, husband and wife to the extent they claim any right in the property described as Tract 5. Also, Allen Icet, Greene County Collector of Revenue, to the extent of any unpaid taxes.

Tract #5: (Kenny H. Tran and Angie O. Bui):

PERPETUAL SANITARTY SEWER EASEMENT BEING DESCRIBED AS FOLLOWS:

A Fifteen (15) foot wide strip of land for a Sanitary Sewer Easement over, under and across a portion of the North Half of Government Lot 1 of the Fractional Southwest Quarter of Section 19, Township 29 North, Range 22 West of the 5th Principal Meridian, also being a portion of Tract "A" of the Subdivision of the West Half of the North Half of Lot 1 of the Southwest Quarter of Section 19, Township 29 North, Range 22 West, as per plat recorded in Book 2014 at Page 019184-14, Official Records of Greene County, Missouri, described as follows: Commencing at an iron bar marking the southeast corner of said Tract "A"; thence North 2°20'24" East along the east line thereof a distance of 197.67 feet; thence North 87°56'46" West along the northerly line thereof a

distance of 181.37 feet to the Point of Beginning; thence South 9°31'51" East a distance of 4.38 feet; thence South 18°23'18" West a distance of 175.86 feet; thence South 5°54'25" West a distance of 24.81 feet to the south line of said Tract "A"; thence North 87°56'24" West along said south line a distance of 15.03 feet; thence North 5°54'25" East a distance of 27.46 feet; thence North 18°23'18" East a distance of 173.78 feet; thence North 9°31'51" West a distance of 3.72 feet to the northerly line of said Tract "A"; thence South 87°56'46" East along said northerly line a distance of 15.31 feet to the Point of Beginning, EXCEPT that part taken and described in the accompanying sanitary sewer easement document, containing 3,075 square feet.

ALSO,

TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:

A Forty (40) foot wide strip of land for a Temporary Construction Easement over and across a portion of the North Half of Government Lot 1 of the Fractional Southwest Quarter of Section 19, Township 29 North, Range 22 West of the 5th Principal Meridian, also being a portion of Tract "A" of the Subdivision of the West Half of the North Half of Lot 1 of the Southwest Quarter of Section 19, Township 29 North, Range 22 West, as per plat recorded in Book 2014 at Page 019184-14, Official Records of Greene County, Missouri, described as follows: Commencing at an iron bar marking the southeast corner of said Tract "A"; thence North 2°20'24" East along the east line thereof a distance of 197.67 feet; thence North 87°56'46" West along the northerly line thereof a distance of 168.62 feet to the Point of Beginning; thence South 9°31'51" East a distance of 4.92 feet; thence South 18°23'18" West a distance of 177.60 feet; thence South 5°54'25" West a distance of 22.60 feet to the south line of said Tract "A"; thence North 87°56'24" West along said south line a distance of 40.09 feet; thence North 5°54'25" East a distance of 29.66 feet; thence North 18°23'18" East a distance of 172.04 feet; thence North 9°31'51" West a distance of 3.18 feet to the northerly line of said Tract "A"; thence South 87°56'46" East along said northerly line a distance of 40.83 feet to the Point of Beginning, EXCEPT that part taken and described in the accompanying sanitary sewer easement document, containing 5,125 square feet.

Said Temporary Construction Easements to terminate upon completion and acceptance of improvements.

Section 2 – City Council hereby finds and declares that the Chestnut South Lift Station Relief Sewer Project, identified as project #2017PW0007, serves a legitimate public purpose as it is necessary to reduce sewer operating costs of a lift station and provide sewer infrastructure to future sewer districts.

Section 3 – The City Attorney, or her designee, is hereby authorized to proceed immediately with condemnation proceedings against the above-described properties as authorized by Article II, Sections 2.16(3), (7) and (10), and Article XIX, Section 19.18 of the City Charter; and the officers of the City are further authorized to exercise any and all powers necessary to carry out the terms of this Ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-010

FILED: 01-04-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To declare the necessity of condemning permanent and temporary easements over, under, and through the property herein described for the purpose of constructing and maintaining sanitary sewers in the Chestnut South Lift Station Relief Sewer Project, #2017PW0007; and to authorize designated officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

BACKGROUND INFORMATION: The Chestnut South Lift Station Relief Sewer Project has been included in the Council-approved Capital Improvement Plan (Project Number: 06-0029) since 2006. Construction will be funded through the Environmental Services Clean Water Fund.

This project is necessary to decommission an existing lift station within the Chestnut South subdivision. Decommissioning the lift station will reduce the City's continual costs of operating and maintaining the sewer system. The planned relief sewer will also allow for a future sewer district to be constructed which will serve approximately 34 unsewered lots near West Mount Vernon Street and South Miller Avenue. This future district would eliminate approximately 30 septic systems from within the City.

The City right-of-way staff has reached agreement regarding the necessary permanent and temporary easements on seven (7) out of eight (8) tracts. This ordinance allows the Law Department to begin condemnation proceedings regarding the sole remaining tract as shown in "Exhibit A," which is owned by Kenny H. Tran and Angie O. Bui. An overview of the tract and the necessary easements are shown in "Exhibit B" for the permanent and temporary easements. The City has made repeated efforts to engage in negotiations with the property owners.

City right-of-way staff will continue negotiation efforts with the remaining tract to obtain the necessary easement. To allow this project to remain on schedule for contractor award in Spring 2023, it is necessary to begin condemnation proceedings at this time. Should a negotiated settlement be reached with the remaining property owner, condemnation proceedings will be terminated.

REMARKS: The Environmental Services Department recommends passage of this Council bill.

Submitted by:

Ron Petering, P.E., Assistant
Director of Environmental Services

Recommended by:

Errin Kemper, P.E.
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

Exhibit A

CHESTNUT SOUTH
LIFT STATION RELIEF SEWER

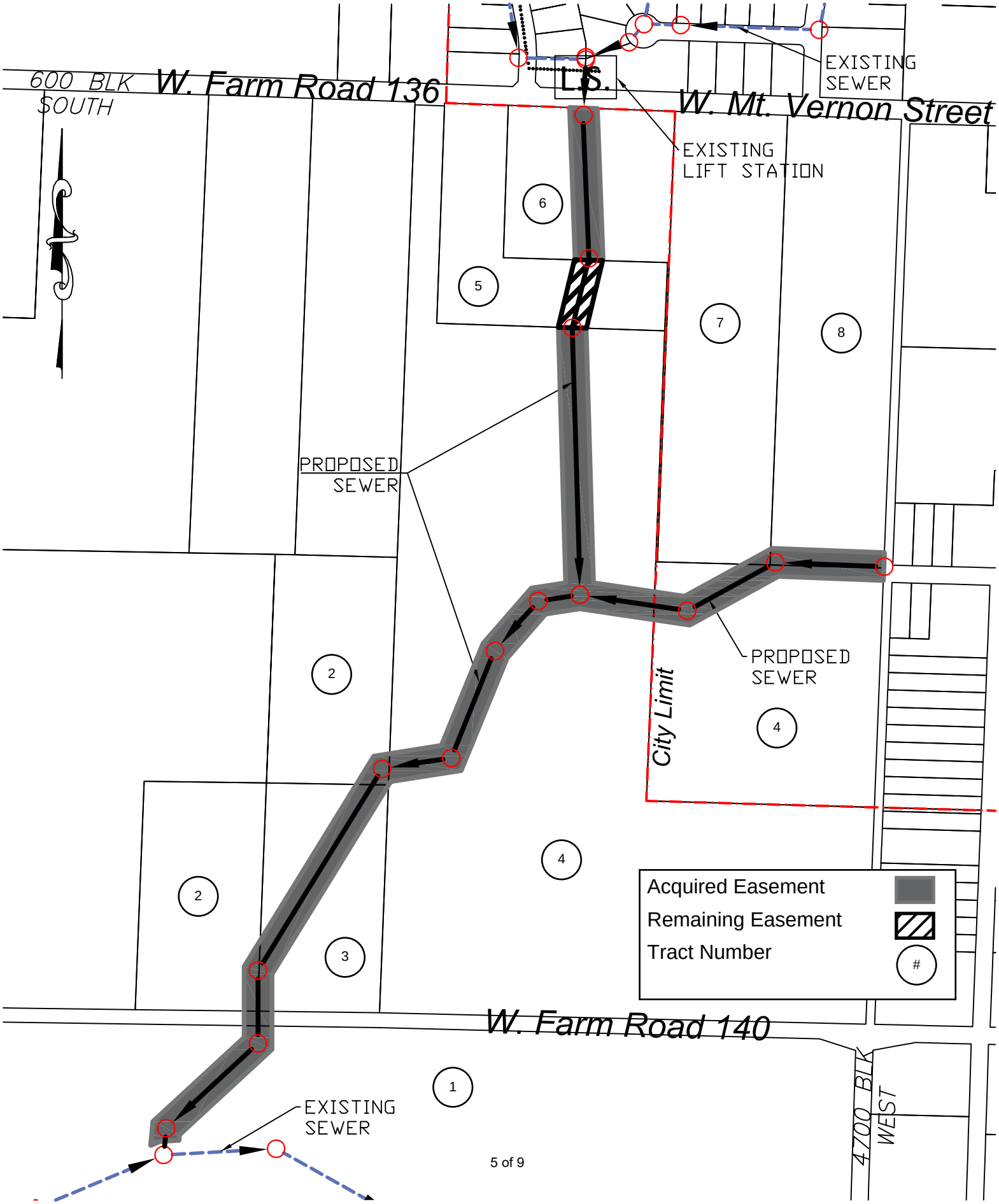
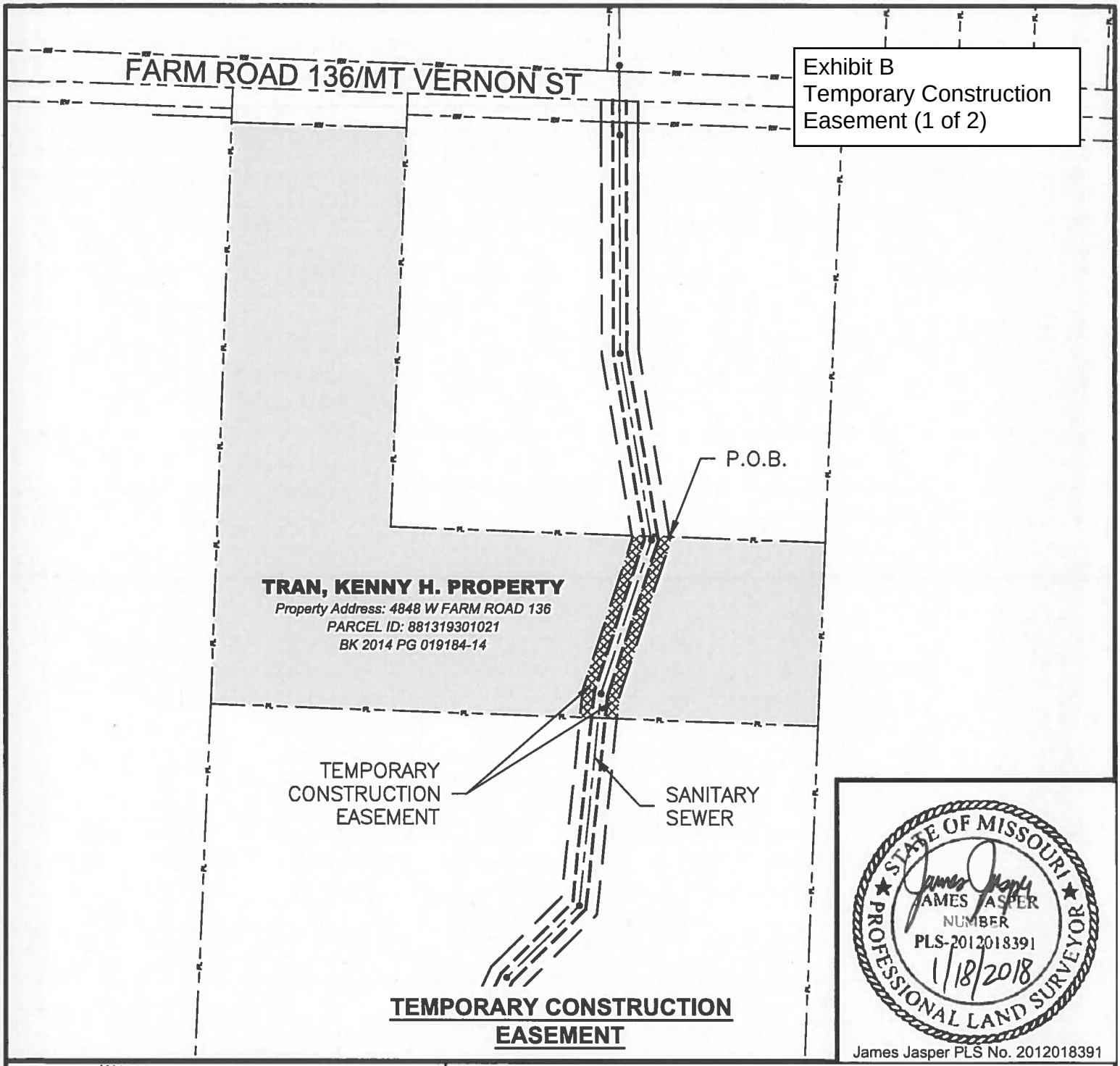
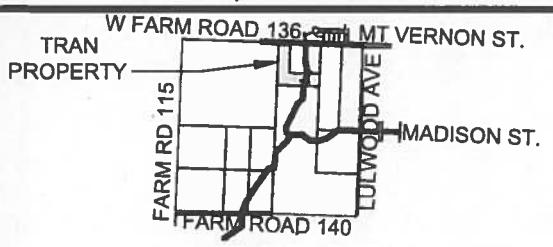


Exhibit B
Temporary Construction Easement (1 of 2)



STATE OF MISSOURI
JAMES JASPER
NUMBER
PLS-2012018391
1/18/2018
PROFESSIONAL LAND SURVEYOR

James Jasper PLS No. 2012018391



OVERALL VIEW
NTS

LEGEND

(T.C.E.) TEMPORARY CONSTRUCTION ESMT. (5,125 SQFT)

(P.E.) PERMANENT ESMT.

N

0 150 300
SCALE IN FEET
1" = 150'

HDR

CITY OF Springfield

CITY PLAN #2017PW0007

EASEMENT EXHIBIT "B"

SECTION 19 - T29N - R22W
SPRINGFIELD, GREENE COUNTY, MISSOURI

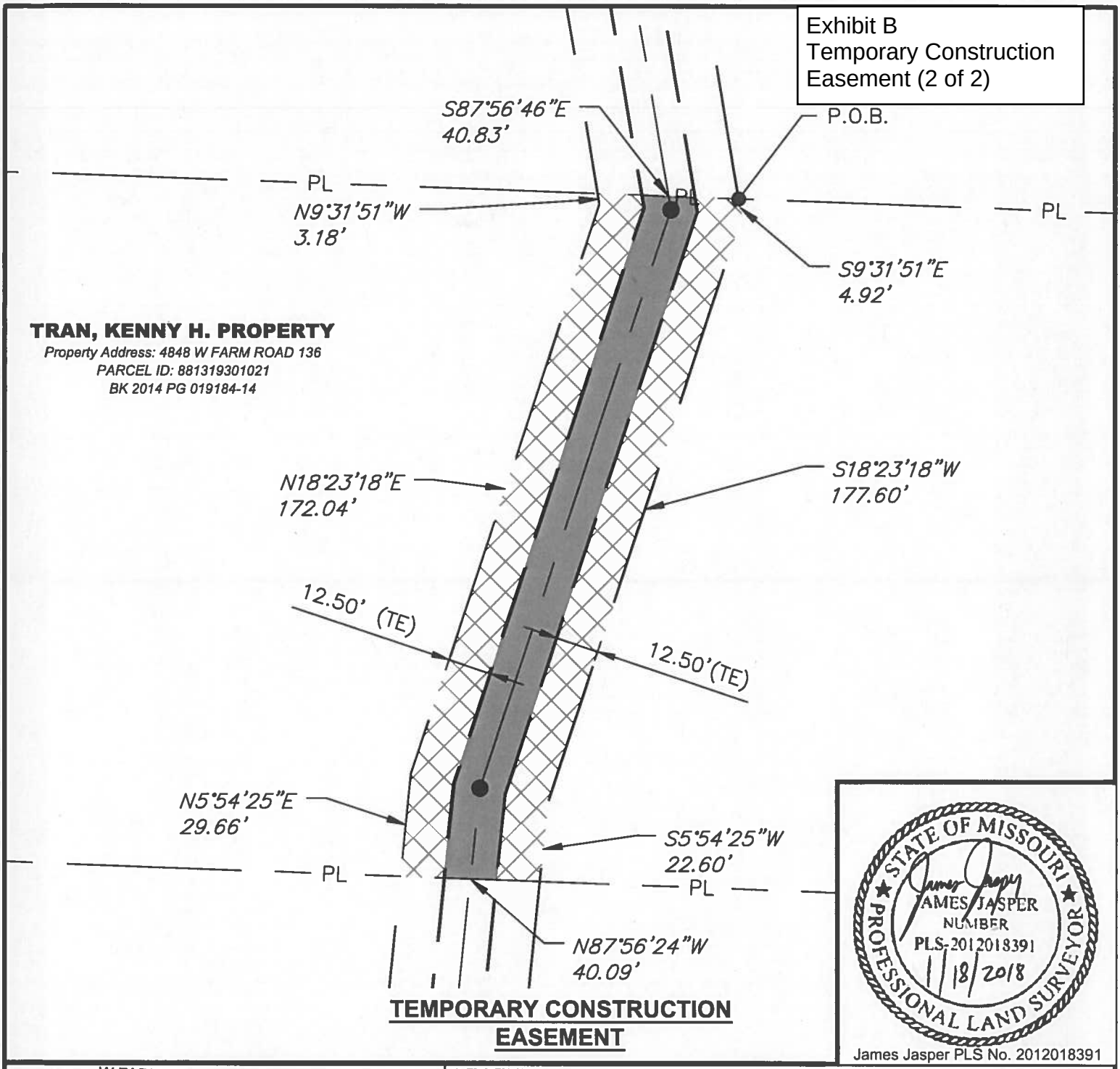
TRAN, KENNY H. PROPERTY

Property Address: 4848 W FARM ROAD 136
SPRINGFIELD, MO 65802

1 OF 2

DEC
JFJ

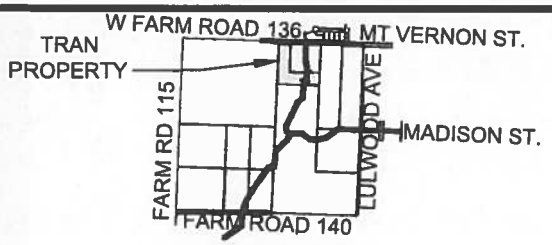
Exhibit B
Temporary Construction
Easement (2 of 2)



TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSOURI
JAMES JASPER
NUMBER
PLS-2012018391
1/18/2018
PROFESSIONAL LAND SURVEYOR

James Jasper PLS No. 2012018391



OVERALL VIEW
NTS

LEGEND

(T.C.E.) TEMPORARY CONSTRUCTION ESMT. (5,125 SQFT)

(P.E.) PERMANENT ESMT.

N

0 40 80
SCALE IN FEET
1" = 40'

HDR

CITY OF Springfield

CITY PLAN #2017PW0007

EASEMENT EXHIBIT "B"

SECTION 19 - T29N - R22W
SPRINGFIELD, GREENE COUNTY, MISSOURI

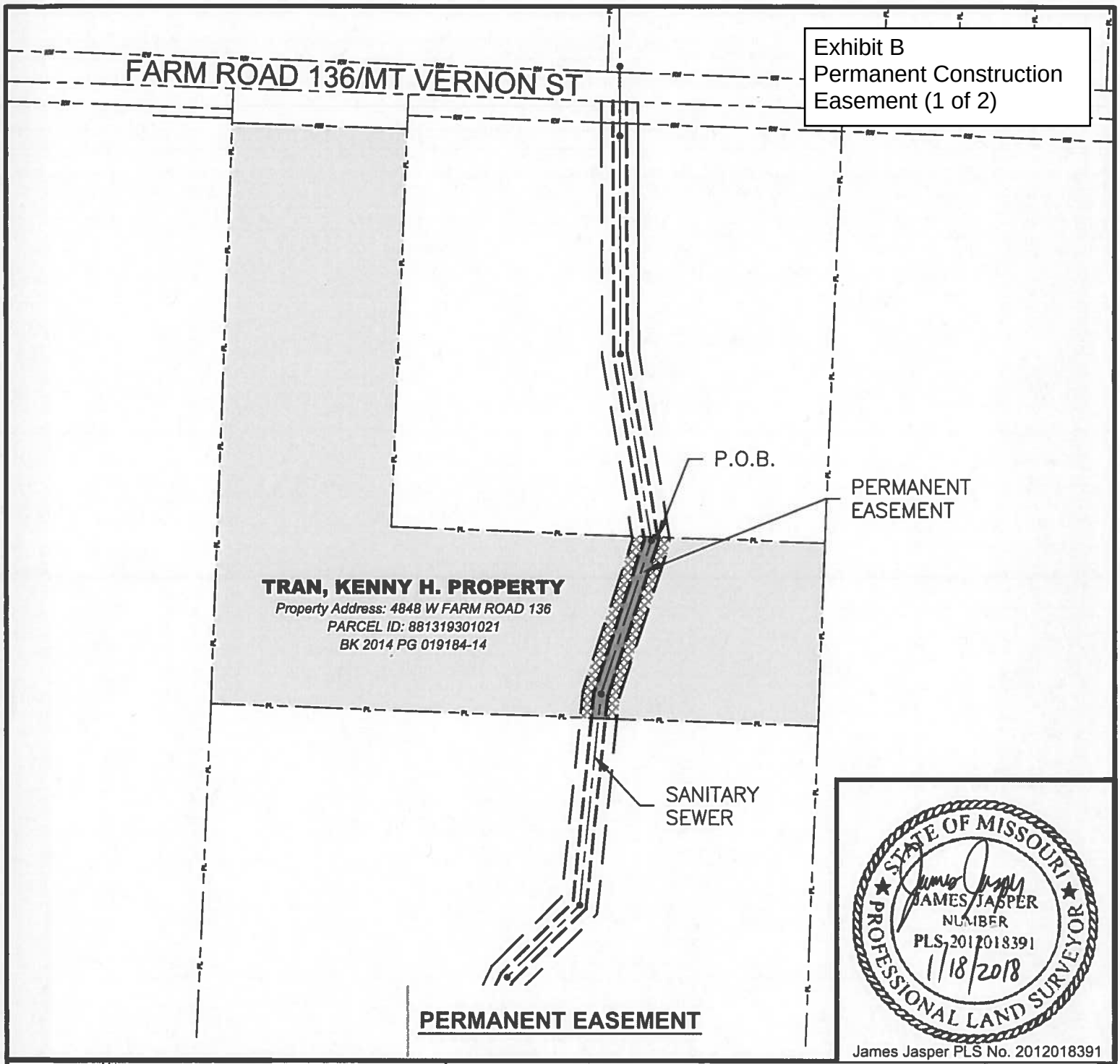
TRAN, KENNY H. PROPERTY

Property Address: 4848 W FARM ROAD 136
SPRINGFIELD, MO 65802

2 OF 2

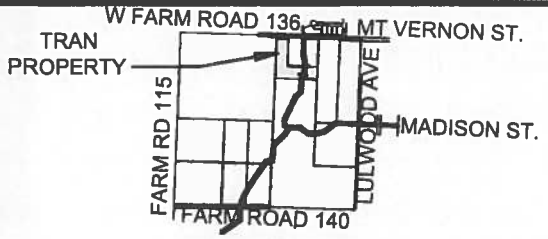
DEC
JFJ

Exhibit B
Permanent Construction Easement (1 of 2)



STATE OF MISSOURI
JAMES JASPER
NUMBER
PLS-2012018391
1/18/2018
PROFESSIONAL LAND SURVEYOR

James Jasper PLS No. 2012018391



OVERALL VIEW
NTS

LEGEND

(P.E.) PERMANENT ESMT. (3,075 SQFT)

(T.C.E.) TEMPORARY CONSTRUCTION ESMT.

N

0 150 300
SCALE IN FEET
1" = 150'

HDR

CITY OF Springfield

CITY PLAN #2017PW0007

EASEMENT EXHIBIT "B"

SECTION 19 - T29N - R22W
SPRINGFIELD, GREENE COUNTY, MISSOURI

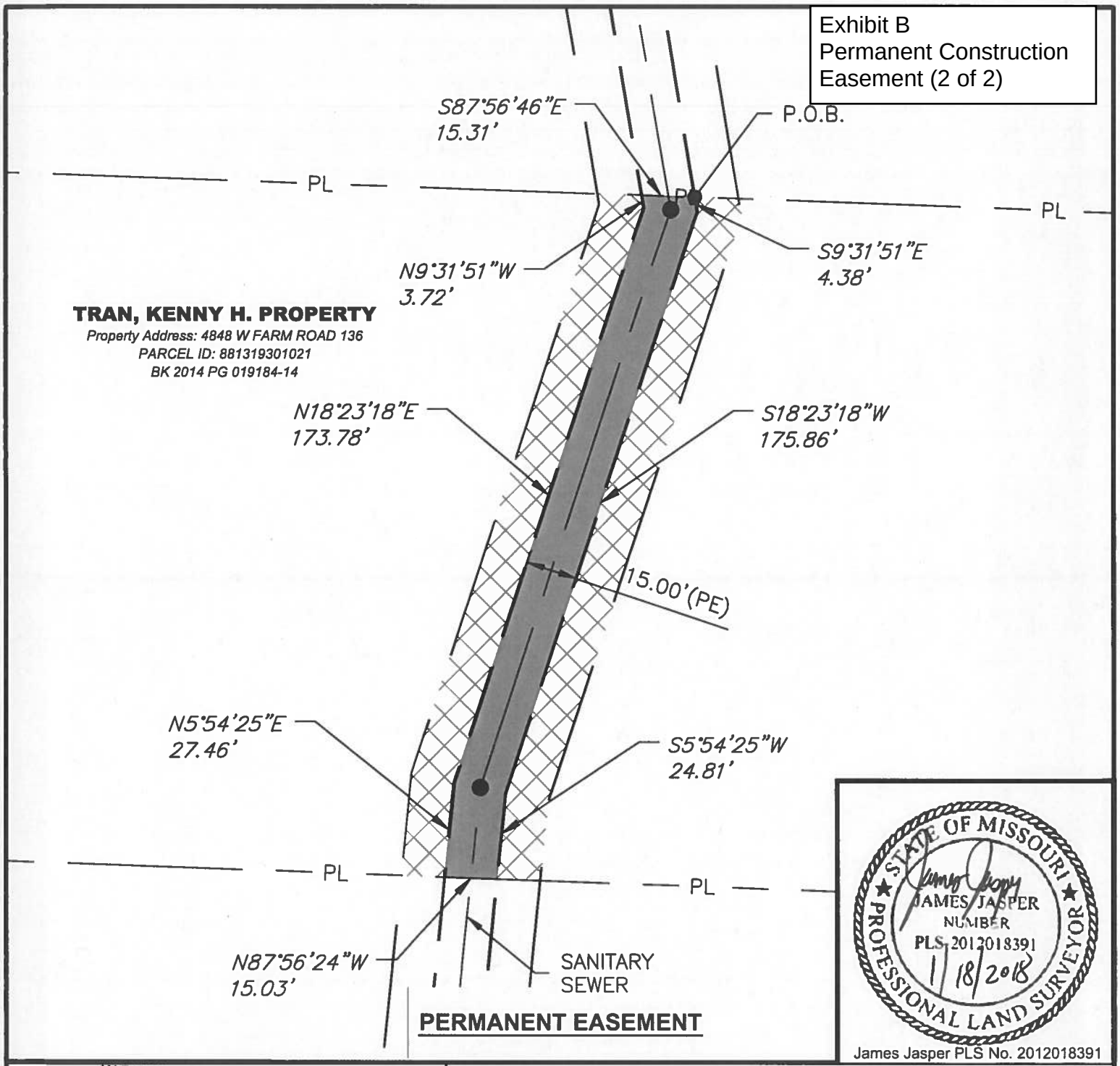
TRAN, KENNY H. PROPERTY

Property Address: 4848 W FARM ROAD 136
SPRINGFIELD, MO 65802

1 OF 2

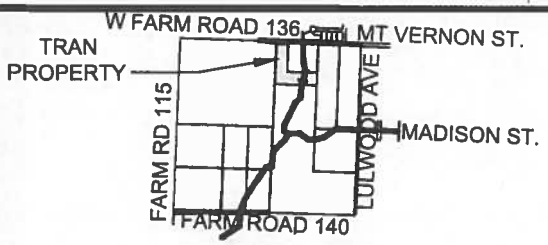
DEC
JFJ

Exhibit B
Permanent Construction
Easement (2 of 2)



STATE OF MISSOURI
JAMES JASPER
NUMBER
PLS 2012018391
1/18/2018
PROFESSIONAL LAND SURVEYOR

James Jasper PLS No. 2012018391



OVERALL VIEW
NTS

LEGEND

(P.E.) PERMANENT ESMT.

(T.C.E.) TEMPORARY CONSTRUCTION ESMT.

N

0 40 80
SCALE IN FEET
1" = 40'

HDR

CITY OF Springfield

CITY PLAN #2017PW0007

EASEMENT EXHIBIT "B"

SECTION 19 - T29N - R22W
SPRINGFIELD, GREENE COUNTY, MISSOURI

TRAN, KENNY H. PROPERTY

Property Address: 4848 W FARM ROAD 136
SPRINGFIELD, MO 65802

2 OF 2

DEC
JFJ

One-rdg. _____
P. Hrngs. _____
Pgs. 21
Filed: 01-04-22

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 011 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

WHEREAS, the City of Springfield has both closed and active sanitary landfills that are subject to environmental closure and post-closure requirements by Missouri state statutes; and

WHEREAS, pursuant to Missouri state statutes, the City must provide a financial assurance instrument, or Contract of Obligation, to the Missouri Department of Natural Resources ("MoDNR") that affirms and accepts the financial obligations of closure and post-closure; and

WHEREAS, each year, the Contract of Obligation is revised to reflect the changing cost of the environmental closure and post-closure obligations.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Contract of Obligation with MoDNR, said agreement to be substantially in form and content as "Exhibit A" which is attached hereto and incorporated herein by this reference.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-011

FILED: 01-04-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into an amended Contract of Obligation ("Exhibit A") with the Missouri Department of Natural Resources ("MoDNR"), whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Sanitary Landfill.

BACKGROUND INFORMATION: In accordance with applicable state and federal solid waste regulations, the City is required to submit and maintain a Financial Assurance Instrument ("FAI") acceptable to the MoDNR, to secure the future closure and post-closure care of all currently active and previously closed solid waste disposal areas within the City's permitted Sanitary Landfill. The FAI must also be amended periodically to account for the effects of inflation and any changes to operational costs based on engineering cost estimates. State regulations also permit a city or county to submit and amend a Contract of Obligation to satisfy this requirement.

On October 5, 2020, City Council adopted Special Ordinance No. 27397 authorizing the City Manager to enter into an amended Contract of Obligation in the amount of $15,328,979 to secure the future closure and post-closure care of all currently approved disposal areas of the Sanitary Landfill. The City's Contract of Obligation is secured by a pledge of future city sales tax reserves, if necessary, for this purpose.

For the current year, the Solid Waste Management Division ("SWMD") proposes to amend the Existing FAI Contract of Obligation by adding $720,240 to account for the effects of inflation to the end of the second quarter of 2021, a decrease in leachate disposal costs, additions to the landfill gas collections system, and conversion of passive landfill gas collection/control to an active landfill gas collection/control system. The change to an active gas collection/control system was necessary due to results of emissions testing completed earlier in 2021 and required by the Missouri Department of Natural Resources.

REMARKS: As presented in the attached engineering report ("Exhibit B") from SCS Engineers dated August 23, 2021, the net effect of this proposed amendment will be to increase the City's current liability for landfill closure and post-closure care by $720,240 to $16,049,219. These cost estimates have been reviewed and accepted by the staff of the Solid Waste Management Division and the Finance Department.

Submitted by:

Erick Roberts,
Superintendent of Solid Waste

Recommended by:

Errin Kemper,
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

Exhibit A

CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between the City of Springfield, Missouri, hereinafter referred to as City, and the Department of Natural Resources, hereinafter referred to as MoDNR.

WHEREAS, the City has submitted a permit application for the construction, operation and maintenance of a solid waste disposal area to MoDNR pursuant to the requirements of sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (Law) and the rules promulgated thereunder; and

WHEREAS, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-2.030(4)(D) 7., a municipality or county may execute a "Contract of Obligation" (CO) to satisfy the requirements for a Financial Assurance Instrument (FAI) in applying for a permit to operate a solid waste disposal area.

NOW THEREFORE, in consideration of the issuance of Permit No. 107704 by MoDNR to the City for the operation of a solid waste disposal area and in consideration of the mutual covenants contained herein, MoDNR and the City hereby agree as follows:

1. The City is hereby bound unto MoDNR in the sum of $16,049,219 and hereby authorizes the Director of MoDNR, or designee, to collect said sum from any funds being disbursed or to be disbursed by the state of Missouri to the City, upon failure of the City to close and/or provide post-closure care for the solid waste disposal area in accordance with the requirements of the Law, the regulations duly promulgated thereunder and the approved closure and or post-closure plans.

2. Should MoDNR find that the City has failed to properly close and/or provide post closure care for the solid waste disposal area, MoDNR shall notify the City of such finding and pursuant to 260.235, RSMo, shall afford the opportunity for administrative and judicial review of such findings.

3. The City hereby authorizes the Director of the Department of Revenue and the State Treasurer to withhold from any funds being disbursed or to be disbursed by the state of Missouri to the City, the sum of $16,049,219 upon receiving notice from the Director of MoDNR of the City's failure to properly close and/or provide post closure care for the solid waste disposal area.

4. This contract shall terminate upon written notice from MoDNR that the City is released from the requirements for a Financial Assurance Instrument for closure and/or post-closure care, as required by the Law and the rules promulgated thereunder.

5. If the City desires to terminate this contract prior to completing proper closure and/or post-closure for the solid waste disposal area it must:

(a) Send a notice of termination in writing, addressed and delivered to the MoDNR, 120 days before the termination will occur; and

(b) Post with the MoDNR an acceptable alternative Financial Assurance Instrument, as provided for by the Law or by any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the department; and

(c) Receive a written acknowledgment from MoDNR of receipt by MoDNR of an acceptable alternative Financial Assurance Instrument. If the City does not provide an acceptable alternative Financial Assurance Instrument within the time limit specified above, this contract shall remain in effect until terminated as specified in 4 of this contract.

6. The City has by ordinance, attached hereto as Attachment A, and which by this reference is incorporated herein, and expressly made a part of this agreement authorized the signatory hereof to execute this contract of obligation and bind the City to the terms thereof.

7. The effective date of this contract is the date this contract is signed by the Director of the Missouri Department of Natural Resources.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

CITY OF SPRINGFIELD, MISSOURI	MISSOURI DEPARTMENT OF NATURAL RESOURCES
BY: _____ City Manager or his/her designee	BY:_____ Director
DATE: _____	DATE:_____

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or Assistant City Attorney

August 23, 2021
File No. 27213331.80

Exhibit B

Mr. Erick Roberts
City of Springfield
Solid Waste Division
P.O. Box 8368
Springfield, Missouri 65801

Re: City of Springfield Noble Hill Sanitary Landfill
2021 Closure and Post-Closure Cost Estimate Calculation Update Summary

Dear Mr. Roberts:

This letter provides the revised closure and post-closure cost estimates updated for use in funding the City's financial assurance instrument (FAI) for the Noble Hill Sanitary Landfill as required by Missouri Solid Waste Regulations. In this letter you will find updated Closure and Post-Closure Cost Worksheets for the entire landfill and other supporting documents to support the revised costs. The total cost has been adjusted for inflation since the August 2020 update.

To adjust for inflation, the most recently published Implicit Price Deflator (IPD) for the Gross Domestic Product as determined by the U.S. Department of Commerce was used as required by Missouri Solid Waste Regulations. The most recently published IPD is for the **2nd Quarter of 2021 (IPD = 117.380)**. The IPD for the **2nd Quarter 2004** base year for the inflation calculations was 84.569. A copy of the IPD table is included as an attachment to this letter. The revised cost estimates are as follows.

Revisions to Landfill Affecting FAI since Last Year

These changes have adjusted the following quantities and/or costs when compared to the 2020 estimates.

- **Leachate Treatment Rate Cost:** Decreased from $0.00511/gal to $0.00503/gal. Attached to this letter is documentation showing the lab and SIU fees as well as costs to treat the leachate which was updated in the first quarter of 2021.
- **Active Gas System:** The landfill has constructed a voluntary gas collection and control system (GCCS) which at least partially covers Noble Hill/Cell 1, Cell 1, North Ravine, Compound Area, South Ravine Phase 1, and Cell 2 Phase 1. The landfill is expected to trigger NSPS requirements for an active gas system 30 months following September 2021. Therefore, costs for an active gas system were incorporated into this year's Closure and Post-Closure Costs in lieu of previous passive gas system costs.
- **GCCS Additions:** Additional GCCS components, including headers, laterals, wells, and condensate line, will be required for Cell 2 Phase 2 and other areas as shown on the attached map. These components were incorporated into this year's Closure and Post-Closure Cost Worksheets.

Closure and Post Closure Cost Results

SCS obtained the second quarter 2021 Implicit Price Deflator (IPD) for the Gross Domestic Product, to update 2004 costs to current dollars. The 2nd Quarter 2021 IPD value utilized was 117.380. This value was divided by the second quarter 2004 IPD value of 84.569, to calculate the percentage change multiplier of 1.388. The calculations are provided in the following table.

Project	Total Cost (2004 Dollars)	Implicit Price Deflator			FAI Obligation (2021 Dollars)
		2004 (Q2)	2021 (Q2)	% Change Multiplier	
Closure	$7,571,235.27	84.569	117.380	1.388	$10,508,874.56
Post-Closure	$3,991,602.03	84.569	117.380	1.388	$5,540,343.61
	$11,562,837.30				$16,049,218.17

Total Cost (2004 Dollars) are from Attached MDNR Worksheets

2004 (Q2) and 2021 (Q2) IPD are from the BEA Table 1.1.9 IPD for GDP

Using the formula prescribed in the attached worksheets, the City's total 2021 FAI obligation is *$16,049,218.17.*

Based on the above information, the City's FAI should be adjusted to reflect the revised closure and post-closure cost estimate total. The August 2020 approved cost estimate was $15,328,979; therefore, the new FAI total must be increased by $720,240 to $16,049,219. Copies of the MDNR closure and post-closure cost estimate worksheets for the entire landfill are attached along with a spreadsheet summary of the inflation calculations.

SCS Engineers appreciates the opportunity to continue providing solid waste engineering services for the City. Should you have any questions or would like more information, please do not hesitate to call us at (913) 749-0711.

Sincerely,

Krista Long

Krista Long, E.I.T.
Project Engineer
SCS Engineers

Bret H. Clements

Bret Clements, P.E.
Senior Project Manager
SCS Engineers

cc: Doug Durrington

Encl. – CPC Cost Estimate Worksheets
Implicit Price Deflator Table
Waste Water Treatment Cost - City of Springfield Letter
Drawing 1 – Proposed Active GCCS Components Necessary to Close Landfill

Closure and Post-Closure Cost Estimate Worksheets

MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM

CLOSURE AND POST-CLOSURE COST WORKSHEET

THIS WORKSHEET IS ONLY REQUIRED FOR THOSE FACILITIES THAT ACCEPT WASTE AFTER JAN. 1, 2004. OTHERS MAY USE THE WORKSHEET IF THEY CHOOSE.

DATE	NAME OF FACILITY	PERMIT NUMBER
August 23, 2021	City of Springfield Noble Hill Sanitary Landfill	107704

TOTAL PERMITTED ACREAGE (INCLUDING UNDEVELOPED AREAS)		TOTAL ACREAGE WITH WASTE IN PLACE (INCLUDING OFFICIALLY CLOSED AREAS)		TOTAL ACREAGE WITH OFFICIAL CLOSURE APPROVAL	
SUBTITLE D	NON-SUBTITLE D	SUBTITLE D	NON-SUBTITLE D	SUBTITLE D	NON-SUBTITLE D
93.08	119.87	32.87	119.87	0	12.16

1. How many acres is this financial assurance instrument intended for?

   acres for closure 140.58 acres for post-closure 152.74

2. Description of area (cell number, etc.)

   Noble Hill/Cell 1, Cell 1, North Ravine, Compound Cell, South Ravine Phase 1 & 2, Cell 2 Phase 1 & 2

3. What is the approved final cover system design?

   ☒ Subtitle D: one foot of compacted clay overlain with a geomembrane, a drainage layer and two feet of vegetative soil.
   ☒ Standard soil cover: two feet of compacted clay overlain with one foot of vegetative soil.
   (If your facility has both subtitle D and non-subtitle D areas, separate worksheets are advisable for these areas to avoid confusion.)

4. Has an easement been granted to the Missouri Department of Natural Resources for access to and use of the borrow material for cap construction?

   ☒ Yes ☐ No

5. What is the average round-trip distance from the landfill (or phase) to the borrow area? Round trip distance should be to the nearest ½ mile if less than five miles. If more than five miles, round trip distance should be to the nearest mile. If the department does not have an easement to the borrow area, the round trip haul distance is assumed to be 10 miles.

   2 miles

6. What is the approximate volume of soil remaining in the borrow area?

   1929459 Clay (cubic yards)

   733000 Vegetative soil (cubic yards)

7. What is the approved gas control system design?

   ☒ Active extraction system ☐ Passive venting system ☐ No gas control system

   If you have an active extraction system, check the appropriate box.

   ☐ a. Required to control gas migration
   ☒ b. Required under NSPS
   ☐ c. Required by other agency (city, county, etc.)
   ☐ d. Specified only by design engineer

   If you check box "d", is any part of the active gas system constructed at this time?

   ☐ Yes ☒ No If yes, provide a general description of the portion(s) of the system installed.

   The landfill has constructed a voluntary gas collection and control system (GCCS) which at least partially covers Noble Hill/Cell 1, Cell 1, North Ravine, Compound Area, South Ravine Phase 1, and Cell 2 Phase 1. The landfill is expected to trigger NSPS requirements 30 months following September 2021.

Note: Owners of Subtitle D facilities must provide a closure financial assurance instrument for either an active extraction system or a passive venting system. You must provide a closure FAI for an active system only when you are: 1) Required to install the system by the department to control off-site gas migration, or 2) Required to install the system under the Federal New Source Performance Standards, or NSPS, or 3) Required to install the system by another regulatory agency (city, county, etc.).
If you own a Subtitle D facility and meet any of the conditions, complete Form A. If you own a Subtitle D facility and do not meet any of these conditions, you are only required to provide a closure FAI for a passive venting system. Complete Form B if you own a non-Subtitle D facility (with a soil cap), you are not required to provide a closure FAI for a gas control system at all unless you also meet at least one of the above conditions. If you have installed any portion of an active gas control system, you must provide post-closure maintenance funds for the portion of the system constructed. Do this by checking the appropriate box on the post-closure cost worksheet and adding that amount to the total.

8. How many ground water monitoring wells do you have?
16 wells

9. List the primary and secondary wastewater treatment plants used for leachate disposal, and the cost of disposal.
(Primary plant) $ 0.00503 per gallon (Secondary Plant) $ N/A per gallon.
☒ Check if the facility discharges directly to a wastewater treatment plant.

10. What is the estimated post-closure leachate generation rate and how was it derived?
59 (gal/acre/day) ☒ HELP model ☐ Other (please explain.)

As submitted in the Construction Permit Application, revision date of November 2018, Appendix 26, Table 9 summarizes the results of the average annual leachate volume for closed conditions for Noble Hill/Cell 1, Cell 1, North Ravine, Compound Cell, South Ravine Phase 1 & 2, and Cell 2 Phase 1 & 2. The HELP model was used to model leachate generation using the following parameters:
1. Areas received additional waste as part of vertical expansion of permit 107704;
2. Each area received applicable final cover system as included in permit 107704.
.
The summation of the Average Annual Leachate Volumes listed in Table 9 - Vertical Expansion HELP model results and input parameters for closed conditions is 437,920.1 cf/yr. The areas listed above have a total footprint of 152.74 Acres. Therefore, this works out to be 2,867 cf/acre/yr = 21,448 gal/acre/yr = ~59 gal/acre/day. (3,275,870 gal./yr.)

OFFICIALLY CLOSED AREAS

11. If any areas of the landfill have been officially closed, list the following information.

Area Noble Hill - P1	consisting of 12.16	acres received official closure	4/18/06	, 15	years post-closure.
Area	consisting of	acres received official closure		,	years post-closure.
Area	consisting of	acres received official closure		,	years post-closure.
Area	consisting of	acres received official closure		,	years post-closure.
Area	consisting of	acres received official closure		,	years post-closure.

CLOSURE COSTS

Final Cover System

Subtitle D (Composite cover) 32.87 acres x $ 78200 per acre = $ 2,570,491.35
(From Table One)

Non – Subtitle D (soil cover) 107.71 acres x $ 43590 per acre = $ 4,694,980.35
(From Table One)

Gas Control System

Active extraction system (Complete Form A and write the amount in the right column.) $ 281,676.57

Passive gas venting system (Complete Form B and write the amount in the right column.) $ 0.00

Note: Owners are not required to provide an FAI for an **active** gas system unless required to install the system for one of the reasons listed under section 7 of this worksheet. However, owners of Subtitle D landfills are required to provide an FAI for a **passive** gas system if they do not provide one for an active system.

Other Critical Design Features (Storm Water structures for Closed Phase of Noble Hill)

Include total cost for construction of other critical design features. Attach separate sheet(s) for cost calculations. $ 24,087.00

Total Closure Cost (sum of all lines) (2004 Dollars) **$** 7,571,235.27

*** Inflation Update**
Adjust amount from 2004 dollars to present value.

117.380/84.569=1.388

Total closure cost 2004 dollars $ 7,571,235.27 x current Implicit Price Deflator * /*Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD
$ 10,508,874.56

POST-CLOSURE COSTS

Inseparable Annual Costs

Annual landfill inspection and reporting			$	1,000
Gas monitoring and reporting			$	4,450
Annual groundwater sampling and analysis cost.		16 wells x 2,000 =	$	32,000.00
Annual groundwater monitoring system maintenance and statistics cost.			$	13,700
■ Leachate system maintenance (Check if applicable and write this amount in the space provided.)	$3,100		$	3,100.00
■ Leachate testing (Check if applicable and write this amount in the space provided.)	$2,250		$	2,250.00
■ Active gas extraction system maintenance and utilities (Check if applicable and write this amount in the space provided.)	$17,600		$	17,600.00
☐ Passive gas system maintenance (Check if applicable and write this amount in the space provided.)	$1,600		$	

Separable Annual Costs

Cap repair and maintenance	3,275,870 gal/yr x $0.00503/gal	152.74 acres x $278 (From Table One) =	$	42,461.30
■ Leachate treatment (check if applicable)	acres x	x (Cost per gallon) (Gal/Acre/Year) =	$	16,492.10
☐ Leachate hauling (check if applicable)	0	acres x 0 x $0.05 = (Gal/Acre/Year)	$	0.00

Annual Costs for Other Critical Design Features

Include total annual cost for maintenance of other critical design features. Attach separate sheet(s) for cost calculations. $ 0.00

Total Annual Post- Closure Cost (2004 Dollars) $ 133,053.40

Adjust for Inflation

Adjust Amount for 2004 dollars to present value

Annual closure cost 2004 Dollars $133,053.40 x current Implicit Price Deflator*/* 117.380/84.569=1.388 Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD = $

Sum of all annual post – closure costs $ 184,678.12

(Reduction. On the sixth anniversary of receiving official closure, a facility can reduce the post-closure FAI by one year's worth of fund.)

Total Post-Closure Cost

Annual post-closure costs x 30 years $ 5,540,343.61

MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM

FORM A – ACTIVE GAS SYSTEM WORKSHEET

Complete this form only if you checked boxes 7a, 7b or 7c of the Closure Post-Closure Cost Worksheet.

GAS EXTRACTION SYSTEM INSTALLATION

1. DRILLING, CASING, SCREEN

18 # wells x 89.0 (AVG. DEPTH) ft x $79 / ft = $ 126,558.00

2. VALVES, FITTINGS AND SEALS

18 # wells x $721 each = $ 12,978.00

3. CONDENSATE HEADER

200.0 total linear feet of condensate header pipe x $5.40 / ft = $ 1,080.00

4. GAS HEADER

5,300.0 total linear feet of gas header pipe x $21 / ft = $ 111,300.00

5. CONDENSATE KNOCKOUT

1 # condensate knockouts x $3,760 = $ 3,760.00

6. BLOWER AND FLARE SYSTEM

6a 0 # 2100 CFM candlestick blower/flare systems x $87,300 = $ 0.00

6b 0 # 3000 CFM candlestick blower/flare systems x $123,600 = $ 0.00

6c 0 # 1600 CFM enclosed blower/flare systems x $175,800 = $ 0.00

6d 0 # 2600 CFM enclosed blower/flare systems x 212,500 = $ 0.00

6e blower/flare installation cost $ 0.00

7. TOTAL EXTRACTION SYSTEM INSTALLATION COST

(sum lines 1 through 6e) $ 255,676.00

PROFESSIONAL SERVICES

8. DESIGN ENGINEER

Total from line 7 x 6.0% = $ 15,340.56

9. FIELD SERVICES

Total from line 7 x 3.7% = $ 9,460.01

10. FINAL REPORT

$ 1,200.00

11. TOTAL PROFESSIONAL SERVICES

(sum lines 8, 9 and 10) $ 26,000.57

TOTAL GAS EXTRACTION SYSTEM COST

(sum of lines 7 and 11) $ 281,676.57

Implicit Price Deflator Table

Bureau of Economic Analysis

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2012=100] Seasonally adjusted

Last Revised on: July 29, 2021 - Next Release Date August 26, 2021

Line		2004 Q1	2004 Q2	2004 Q3	2004 Q4	2005 Q1	2005 Q2	2005 Q3	2005 Q4	2006 Q1	2006 Q2	2006 Q3	2006 Q4
1	**Gross domestic product**	**83.895**	**84.569**	**85.112**	**85.770**	**86.453**	**87.082**	**87.874**	**88.585**	**89.209**	**90.000**	**90.628**	**90.967**
2	**Personal consumption expenditures**	**83.627**	**84.189**	**84.603**	**85.326**	**85.822**	**86.364**	**87.297**	**87.993**	**88.452**	**89.229**	**89.871**	**89.723**
3	Goods	88.623	89.118	89.184	90.218	90.055	90.384	91.886	91.982	91.909	92.615	93.155	91.554
4	Durable goods	113.980	113.869	112.991	113.143	112.903	112.745	111.933	111.673	111.203	110.687	110.195	109.495
5	Nondurable goods	77.839	78.573	79.022	80.417	80.283	80.812	83.303	83.546	83.640	84.865	85.846	83.865
6	Services	81.130	81.725	82.312	82.879	83.707	84.358	85.003	86.003	86.732	87.545	88.240	88.835
7	**Gross private domestic investment**	**89.821**	**90.724**	**91.536**	**92.443**	**93.526**	**94.421**	**95.244**	**96.407**	**97.312**	**97.926**	**98.311**	**98.998**
8	Fixed investment	89.497	90.448	91.214	92.121	93.095	94.003	95.070	96.154	97.061	97.669	98.186	98.935
9	Nonresidential	91.357	91.902	92.133	92.774	93.632	94.231	94.568	95.301	95.891	96.365	96.960	97.718
10	Structures	64.907	66.358	68.149	70.175	72.227	74.121	76.774	79.803	81.868	83.904	85.432	87.635
11	Equipment	104.796	105.180	104.604	104.792	105.282	105.170	104.241	103.770	103.538	103.266	103.604	103.830
12	Intellectual property products	95.510	95.368	95.254	95.216	95.472	95.894	95.990	96.439	96.902	97.038	97.103	97.295
13	Residential	87.631	89.384	91.193	92.625	93.824	95.346	97.865	99.695	101.317	102.265	102.637	103.373
14	Change in private inventories	---	---	---	---	---	---	---	---	---	---	---	---
15	**Net exports of goods and services**	---	---	---	---	---	---	---	---	---	---	---	---
16	Exports	81.307	82.202	82.636	83.541	84.484	85.034	85.542	86.056	86.577	87.756	88.815	88.822
17	Goods	81.154	82.178	82.496	83.309	84.227	84.764	85.046	85.592	86.056	87.259	88.415	88.412
18	Services	81.658	82.246	82.956	84.086	85.087	85.669	86.731	87.167	87.827	88.947	89.762	89.795
19	Imports	77.315	78.240	79.118	81.069	81.768	82.628	84.268	85.702	85.893	86.937	87.792	86.776
20	Goods	76.208	77.365	78.232	80.187	80.828	81.878	83.732	85.405	85.484	86.447	87.303	86.019
21	Services	83.299	82.953	83.894	85.819	86.850	86.638	87.072	87.164	87.991	89.484	90.325	90.789
22	**Government consumption expenditures and gross investment**	**76.661**	**77.593**	**78.642**	**79.771**	**80.614**	**81.529**	**82.658**	**83.719**	**84.358**	**85.381**	**86.151**	**86.883**
23	Federal	81.659	82.369	83.125	83.934	85.039	85.806	86.703	87.329	88.067	88.681	89.336	89.795
24	National defense	81.158	81.777	82.592	83.503	84.689	85.508	86.554	87.292	87.990	88.703	89.455	89.942
25	Nondefense	82.549	83.422	84.071	84.698	85.657	86.332	86.956	87.379	88.189	88.626	89.109	89.519
26	State and local	73.663	74.715	75.925	77.233	77.925	78.922	80.182	81.491	82.070	83.329	84.164	85.054
	Addendum:												
27	Gross national product	83.888	84.562	85.105	85.765	86.448	87.076	87.869	88.581	89.205	89.996	90.624	90.963

Bureau of Economic Analysis

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2012=100] Seasonally adjusted

Last Revised on: July 29, 2021 - Next Release Date August 26, 2021

Line		2021 Q1	2021 Q2
1	**Gross domestic product**	**115.652**	**117.380**
2	**Personal consumption expenditures**	**112.970**	**114.739**
3	Goods	95.771	97.920
4	Durable goods	86.879	90.310
5	Nondurable goods	100.547	101.785
6	Services	122.105	123.573
7	**Gross private domestic investment**	**110.919**	**111.870**
8	Fixed investment	112.855	114.067
9	Nonresidential	105.207	105.455
10	Structures	122.253	124.865
11	Equipment	97.341	96.506
12	Intellectual property products	105.063	105.596
13	Residential	145.838	150.874
14	Change in private inventories	---	---
15	**Net exports of goods and services**	**---**	**---**
16	Exports	102.192	106.849
17	Goods	94.733	100.228
18	Services	118.569	120.610
19	Imports	91.286	94.208
20	Goods	87.241	90.205
21	Services	112.329	114.719
22	**Government consumption expenditures and gross investment**	**117.294**	**118.974**
23	Federal	114.063	115.174
24	National defense	112.146	113.306
25	Nondefense	117.063	118.107
26	State and local	119.417	121.481
	Addendum:		
27	Gross national product	115.632	---

Waste Water Treatment Cost - City of Springfield Letter

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS

FROM: HEATHER HOGGARD

SUBJECT: LANDFILL LEACHATE TREATMENT, 01/01/2021 – 3/31/2021

DATE: 04/30/2021

Please find the following charges for landfill leachate discharged to the Northwest Cleanwater Plant from January 1, 2021 through March 31, 2021.

January 1, 2021 – March 31, 2021 (3rd Qtr. 2021 Fiscal Year) **6,618,100 Gallons**

6,618,100 Gallons/748 = 8,848 CCF

8,848 CCF x $ 2.50 = **$ 22,120.00**

$ 22,120.00 is requested to be transferred to:

Fund 53010

Dept 08

Org 30010

Acct 413030

Treatment Rate Charge = $22,120 / 6,618,100 gal. = $0.00334 per gallon

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS

FROM: HEATHER HOGGARD HL

SUBJECT: INDUSTRIAL PRETREATMENT FEES, 07/01/2021 – 06/30/2022

DATE: 07/29/21

Please find the following charges for the annual Industrial Pretreatment fees associated with the Springfield Sanitary Landfill from July 1, 2021 through June 30, 2022.

2021 Fiscal Year

SIU Charge-	**$ 4,602.00**
Lab Costs-	**941.00**
Total	**$ 5.543.00**

$ 5,543.00 is requested to be transferred to:

Fund 53010

Dept 08

Org 34510

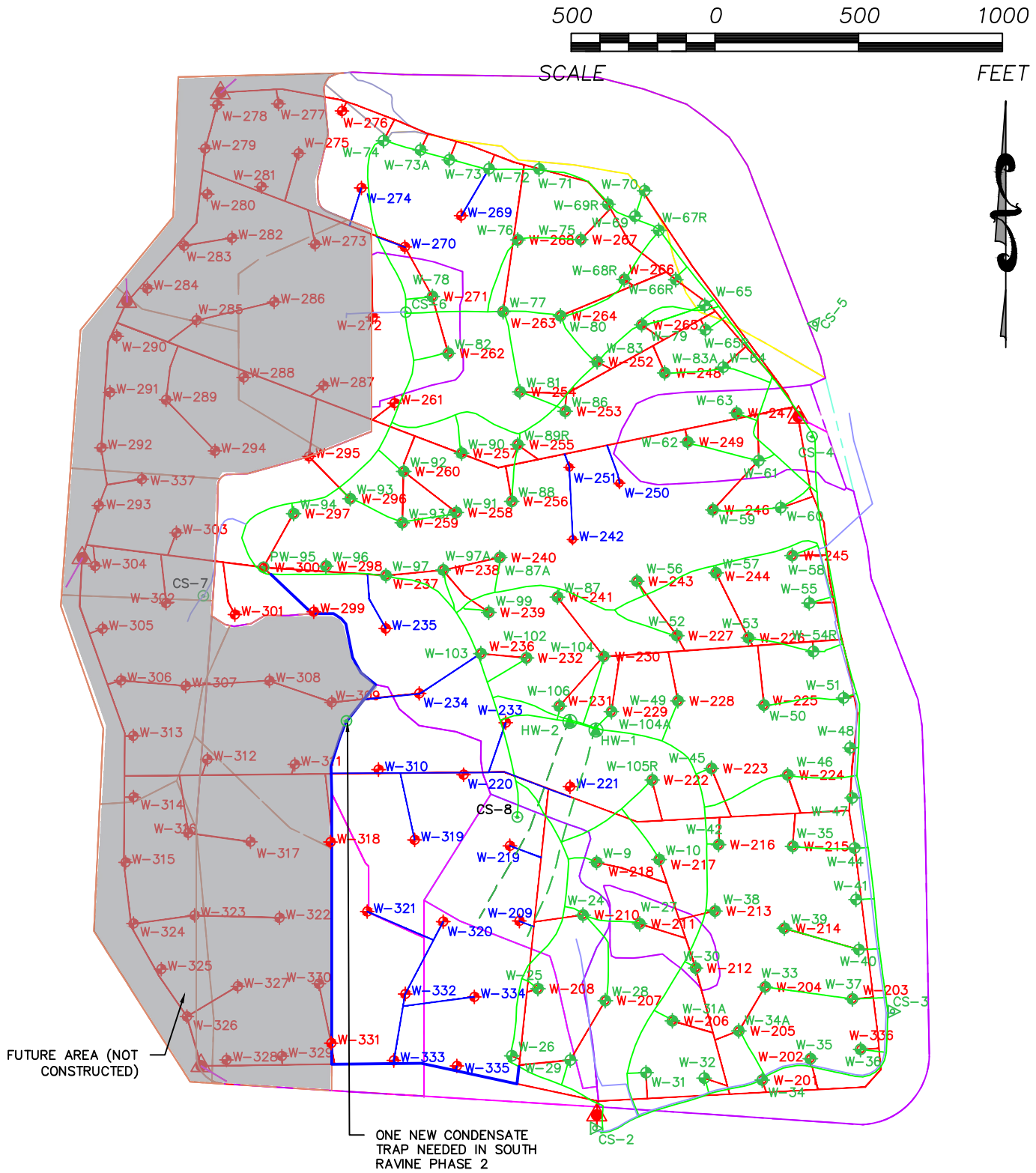
Acct 412030

SIU & Lab Costs = $5,543
Annual Gallons of Leachate Expected During Closure = 3,275,870 gal.
SIU & Lab Costs Rate = $5,543 / 3,275,870 gal. = $0.00169 per gal
.
Total Rate Charge = $0.00334 + $0.00169 = $0.00503 per gal

Clean Water Operations
755 N Franklin Ave. • Springfield, Missouri 65802-4121
(417) 864-1544 • www.springfieldmo.gov

CITY OF Springfield ENVIRONMENTAL SERVICES

Drawing 1 – Proposed Active GCCS Components Necessary to Close Landfill



EXISTING GCCS COMPONENTS ARE SHOWN IN GREEN.
PROPOSED PERMITTED GCCS COMPONENTS ARE SHOWN IN RED.
BLUE LINES INDICATE NEW GAS PIPELINES AND BLUE WELL LABELS INDICATE ADDITIONAL WELL INSTALLS NEEDED IF THE LANDFILL WAS CLOSED OUT IN EXISTING CONDITION.

SCS ENGINEERS

8575 W 110TH STREET, SUITE 100
OVERLAND PARK, KANSAS 66210
PH. (913) 681-0030 FAX. (913) 681-0012

PROPOSED ACTIVE GCCS COMPONENTS TO CLOSE LANDFILL

SPRINGFIELD SANITARY LANDFILL

SPRINGFIELD, MO

CHK. BY: BHC	DWN. BY: BHC	DSN. BY:	PROJ. NO.
PROJ. MGR:	DATE: 8/17/21	CADD FILE: SPRINGFIELD PERMITTED GCCS V0.4.DWG	DRAWING NO. 1

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 01-04-22

Sponsored by: Lear

First Reading _____ Second Reading _____

COUNCIL BILL 2022-012 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the budget for Fiscal Year 2021-2022 for the Department of Environmental Services in the amount of Three Million Five Hundred Thousand Dollars ($3,500,000) to appropriate retained earnings from the Solid Waste Fund for the engineering design, construction, and oversight of the Landfill Office Building Remodel/Expansion and the Lone Pine Recycling Center Improvements.

_____

WHEREAS, the City of Springfield, Missouri, by and through the Department of Environmental Services (the "Department") desires to provide environmentally and economically responsible solid waste management to the citizens of Springfield and the region; and

WHEREAS, the recycling centers and the landfill are integral components of the voter-approved Integrated Solid Waste Management System and the landfill expansion was approved by the Missouri Department of Natural Resources in March of 2019, extending the life of the landfill by 50-75 years; and

WHEREAS, customer volumes at both the landfill and recycling centers continue to increase dramatically, requiring facility improvements to accommodate additional resources and staffing; and

WHEREAS, these projects have been listed in the Council-approved Capital Improvement Program ("CIP") since 2017.

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

Section 1 – The budget for the Fiscal Year 2021-2022 of the Department of Environmental Services of the City of Springfield is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 039, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-012

FILED: 01-04-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To approve a budget adjustment to amend the Fiscal Year 2021-2022 Budget for the Department of Environmental Services in the amount of $3,500,000 to appropriate retained earnings of the Solid Waste Fund, for the engineering design, construction, and oversight of the Landfill Office Building Remodel/Expansion at the City of Springfield Noble Hill Sanitary Landfill and the Lone Pine Recycling Center Improvement projects.

BACKGROUND INFORMATION: Development of these Solid Waste facility improvements began in 2017 and detailed design was completed in 2021. The purpose of the Landfill Office Building Remodel/Expansion project is to address failing building systems and provide additional workspace for increased staffing due to an increase in customer visits. The Lone Pine Recycling Site Upgrades will convert the existing decommissioned sewer lift station into a permanent office space and restroom facility to replace the portable building and toilet facilities that are currently being used. These projects are included in the City's Capital Improvement Program as Project Numbers: 17-0098 and 17-0100. Due to the increasing volatility of the construction and materials markets, Environmental Services is requesting funding approval prior to bidding to decrease the time between receiving bids and construction completion. The requested budget adjustment includes some contingency funding to allow for market fluctuations and all unspent contingency funding will be returned to the Solid Waste Fund upon project completion.

REMARKS:

1. When constructed, the Landfill Office Building Remodel/Expansion will provide an updated and expanded landfill office building, improved site security and lighting, and adequate parking and office space for landfill staff.
2. When constructed, the Lone Pine Recycling Site Upgrades will address improved customer access, increased visibility and safety for visitors and employees at the Lone Pine Recycling Center, a working restroom for the public and staff, and needed repairs to the Lone Pine Lift station building which was originally constructed in 1959.
3. The costs of construction and long-term care of these improvements will be recovered from Solid Waste Enterprise fund fees during their useful life.
4. Plans, specifications, and cost estimates have been prepared and are on file.
5. The projects will be advertised through the City's Division of Purchasing.
6. Bids will be advertised, publicly opened and awarded pending a review by the City's evaluation committee.

7. The requested budget adjustment of $3,500,000 includes the design, construction, contingency, permitting, construction oversight, and additional materials that will be utilized for construction.

Environmental Services supports these projects as they continue the mission of the voter-approved Integrated Solid Waste Management System ("ISWMS") to provide environmentally and economical solid waste management to the Citizens of Springfield.

RECOMMENDATIONS: The Department of Environmental Services recommends approval of this Council bill and budget adjustment.

Recommended by:

Erick Roberts,
Superintendent of Solid Waste

Submitted by:

Errin Kemper,
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
039

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	509110	000000	00000	$ 3,500,000	Landfill Office Building Remodel/Expansion & Lone Pine Recycling Lift Station Retrofit
Net Expenditure Adjustment						$ 3,500,000	

Fund Balance Appropriation:

Fund		Title	Amount
55010		Solid Waste Fund	(3,500,000)

Explanation: To amend the FY2021-22 budget of the Department of Environmental Services by appropriating fund balance reserves of $3,500,000 from the Solid Waste Fund for the Landfill Office Building Remodel/Expansion and the Lone Pine Recycling Lift Station Retrofit projects.

Requested By:

1/6/22

Department Head Date

Approved By:

1/6/22

Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2022-012
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 59
Filed: 01-04-22

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-013 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the City of Strafford for the purpose of continuing to provide contract wastewater service to Strafford.

WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment Works (hereinafter "POTW") and has capacity to receive and treat wastewater from surrounding communities, which will provide an environmental benefit to the region by offering effective, efficient, and lower cost wastewater treatment than smaller, separate wastewater treatment facilities; and

WHEREAS, Springfield City Council authorized the current wastewater services agreement (Special Ordinance No. 25074) in September 2006 with a 20-year term, and the current agreement will be replaced by this agreement; and

WHEREAS, the previous version of the contract to treat Strafford's wastewater required a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per 100 cubic feet (ccf) charge for total volume of metered flow discharged from the City of Strafford's Sewer Collection System to the POTW at the point of connection is preferred and representative of the industry standard; and

WHEREAS, the City of Strafford is authorized pursuant to its governing body, to pay Springfield a volume charge for wastewater disposal, as determined by the Springfield City Council from time to time, and based upon the volume of water discharged into Springfield's POTW to be determined by meter reading at the mutually agreed point of connection to the POTW; and

WHEREAS, each party desires to enter into a Mutual Aid and Assistance Agreement which provides terms of mutual assistance in times of emergency, including

provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Wastewater Service Contract with the City of Strafford, said agreement to be substantially similar in form and content as “Exhibit 1,” which is attached hereto and incorporated herein by this reference.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a Mutual Aid and Assistance Agreement with the City of Strafford, said agreement to be substantially similar in form and content as “Exhibit 2,” which is attached hereto and incorporated herein by this reference.

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 2022-013

FILED: 01-04-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into a Wastewater Service Contract as well as a Mutual Aid and Assistance Agreement with the City of Strafford for the purpose of continuing to provide contract wastewater service to Strafford.

BACKGROUND INFORMATION: For decades the City of Springfield has operated a wastewater collection system and two wastewater treatment plants in accordance with our National Pollution Discharge Elimination System ("NPDES") permit with the Missouri Department of Natural Resources ("MDNR"). These permits require Springfield to adhere to the stringent standards of the Federal Clean Water Act ("CWA") regarding the operation of its sewer system and the discharge from the treatment plants.

In lieu of constructing its own treatment plant, the City of Strafford has historically elected to send its wastewater to the City of Springfield for treatment in accordance with Springfield's NPDES permit. This service is facilitated through a contract that requires Strafford to submit monthly remittances and enforce rules regarding operation of its sewer system and allows Springfield to recover costs associated with accepting Strafford's wastewater. Strafford's current wastewater contract was adopted by Springfield City Council by Special Ordinance No. 25074. The current contract has been in place since September 18, 2006.

Under the current contract, Strafford makes a monthly payment to Springfield based on the number of wastewater connections and the total wastewater volume billed to its customers during that month. The contract allows Strafford to deduct a percentage of this remittance to defer collection system operation and maintenance costs. Springfield's NPDES permit includes several operational requirements, including the need to adopt and maintain sewer use ordinances that prohibit certain substances from entering its sewer system.

For the last several decades, the current contract has served both communities well. However, following a lengthy review of the contract, the City of Springfield has proposed to restructure the wastewater contract to provide a more streamlined approach and improve contract conformity. Under the new proposed contract, Springfield will recover expenses associated with providing wastewater treatment to the City of Strafford through a per-gallon charge, or "wholesale" rate, that will be measured at the point of connection and billed quarterly. The updated contract will no longer require Strafford to monthly report its number of customers and individual wastewater use. It will also eliminate fees for each new permitted sewer connection. Strafford will simply pay Springfield for the metered flow delivered to Springfield's treatment plant and continue to enforce rules regarding the use of its sewer collection system. Execution of the

proposed contract will replace the current contract in its entirety, and the current contract will become void.

In addition, both parties wish to enter into a Mutual Aid and Assistance Agreement which provides terms of mutual assistance in times of emergency, including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis.

REMARKS: The Department of Environmental Services recommends approval of the proposed contract and would like to thank the City of Strafford for their work in restructuring the agreement.

Submitted by:

Ron Petering, Assistant Director of
Environmental Services

Recommended by:

Errin Kemper,
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

Exhibit 1

WASTEWATER SERVICE CONTRACT

Between

CITY OF SPRINGFIELD, MISSOURI

and

CITY OF STRAFFORD, MISSOURI

Dated:

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Exhibit A – Point of Connection
Exhibit A1 – Map of Connection Point

SERVICE CONTRACT

between

CITY OF SPRINGFIELD
Greene County, Missouri

and

CITY OF STRAFFORD,
Greene County, Missouri

THIS SERVICE CONTRACT, made and entered into this_____day of _____, 2022, (regardless of when signed by the parties hereto), is by and between THE CITY OF SPRINGFIELD, MISSOURI (herein referred to as "Springfield"), a Municipal Corporation and duly organized Constitutional Charter City of the County of Greene, State of Missouri, and THE CITY OF STRAFFORD, MISSOURI, a municipal corporation (herein referred to as the "Satellite Community").

WITNESSETH:

WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment Works as defined herein, (hereinafter "POTW") and has capacity to receive and treat wastewater from surrounding communities; and

WHEREAS, Satellite Community has determined it is in the best interest of its community for Springfield to treat the sewage from Satellite Community and its surrounding agreed to areas; and

WHEREAS, it is in the best interest of the region for the Satellite Community to own, operate and maintain its own system of gravity sewers, lift stations and force mains to serve its Community (hereinafter "Satellite Community Sewer Collection

System"); and

WHEREAS, Satellite Community is a customer of Springfield's POTW, Satellite Community being a political subdivision within Greene County which has a wastewater service contract or user agreement with Springfield; and

WHEREAS, Springfield and the Satellite Community agree to cancel their previous wastewater contract or agreement, and any amendments thereto, (hereinafter defined and identified as "Original Contract"), and replace the same with a new Wastewater Service Contract (hereinafter "Contract" or "Service Contract") for the collection and treatment of sewage from Satellite Community's Sewer Collection System; and

WHEREAS, the Original Contract between Satellite Community and Springfield required Satellite Community to submit a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per gallon charge for total volume of metered flow discharged by Satellite Community to the POTW at agreed Connection Point(s), is preferred and representative of the industry standard; and

WHEREAS, Satellite Community is authorized pursuant to its governing body, to pay Springfield a volume charge for wastewater disposal (hereinafter "Contract Sum"), such Contract Sum to be determined as set forth herein; and

WHEREAS, the POTW will be for the primary benefit of the users within the City of Springfield, Missouri.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS

SECTION 101. Precedence; Short Title

This Service Contract to accept and receive Satellite Community's wastewater shall supersede and have precedence over any prior wastewater service contract(s) or agreement(s), and amendments thereto, between Satellite Community and Springfield. Any prior contract(s) including the Original Contract and any amendments thereto is hereby rescinded and replaced in its entirety upon execution of this Service Contract.

SECTION 102. Meanings and Construction

A. Definitions

All terms which are defined herein shall have the same meaning for all purposes of this Service Contract as amended and supplemented, and of any instrument or document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

"Act" or "Clean Water Act" – Refers to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and applicable Missouri Clean Water law.

"Annual Fee Study" – Springfield City Council annually approves fees related to the cost recovery for certain City services and functions. Each fee undergoes an annual study to determine the cost of the service.

"Annual Average Daily Flow" – The total volume of wastewater flowing into a Connection Point during any consecutive 365 days, divided by 365 and expressed in units of MGD. This volume includes the total volume of wastewater, together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the Satellite Community Sewer Collection System.

"Bonds" – All outstanding bonds issued by Springfield to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the POTW and all refunding bonds issued by it, or on its behalf, to refinance any such bonds. The term also includes sewer system revenue bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

"Bond Documents" – Springfield's bond resolutions and all subsequent bond resolutions approved by Springfield's Council, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending the POTW, including land and easements, interceptor sewer lines, and sewage treatment facilities.

"Connection" or "Connection Point(s)" – A piped tie-in to Springfield's POTW which conveys sewage.

"Contract" or "Service Contract" – Means the terms of this agreement between Springfield and Satellite Community and all provisions contained herein.

"Contract Sum" – The amounts paid or required to be paid from time to time by Satellite Community to Springfield pursuant to Section 304 of this Service Contract.

"Domestic Waste" – The waterborne waste derived from ordinary household living processes including, but not limited to waters from water closets, urinals, lavatories, sinks, bath tubs, showers, household laundries, household garbage grinders and drinking fountains.

"Food Service Establishment" – Any establishment or operation where food is provided for individual portion service directly to the consumer, whether the food is provided free of charge or sold, and whether the food is consumed on or off the premises.

"Hauled Waste" – Waste transported by haulers and discharged to a publicly owned treatment works by a conveyance other than a pipe (e.g., by truck or rail). Hauled waste might be sewage or domestic waste, or it might include non-domestic waste, or a combination of both types of waste. The term "hauled waste" merely refers to the waste transportation method to the POTW. Hauled waste might include: chemical toilet waste, domestic septage, ground water remediation site waste, grease and sand trap waste, restaurant grease, landfill leachate, nonhazardous commercial and industrial (categorical and noncategorical) waste, and wastewater from hydrofracturing or other drilling processes.

"Hazardous Waste" – Any waste defined as such at 40 CFR 261 and/or 10 CSR 25-4.261.

"Hereby", "Herein", "Hereinabove", "Hereinafter", "Hereinbefore", "Hereof", "Hereto", "Hereunder", and any similar term, refer to this Contract and not solely to the

particular portion thereof which such word is used; "Heretofore" means before the stated date of this Contract; and, "Hereafter" means after the stated date of this Contract.

"Indirect Discharge" – The introduction of pollutants into a POTW from any non-domestic source regulated under section 307(b), (c), or (d) of the Act.

"Industrial User" – In this Service Contract means any non-domestic user connected to the Satellite Community Sewer Collection System.

"Industrial Waste" – Any liquid or waterborne waste from an Industrial User, other than domestic waste.

"Infiltration" – Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

"Inflow" – Includes any storm water which gains access to a sanitary sewer collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

"MDNR" – The Missouri Department of Natural Resources and any successor agency.

"MGD" - Million Gallons per Day.

"Ordinances for Sewer Collection System Use" or "Ordinances" – The Satellite Community ordinances and regulations governing usage and connection to the Satellite Community Sewer Collection System, which shall be maintained and enforced at all

times by the Satellite Community while this Service Contract is in effect.

"Original Contract" – Means any prior contracts between the parties, and any amendments thereto, which are superseded by execution of this "Service Contract."

"Publicly Owned Treatment Works" or "POTW" – For this Service Contract means the treatment works owned and operated by the City of Springfield, as defined by Section 212 of the Act, which includes any devices and systems used in the storage, treatment, recycling and reclamation of domestic and municipal sewage or industrial wastes of a liquid nature, including without limitation the interceptor trunk and connection, sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by Springfield or acquired from others, whether interim or permanent facilities, whether existing or to be constructed to serve the needs of Springfield and its wastewater customers (excluding any Satellite Community or wholesale customer), and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve Springfield's purposes. This definition does not include Satellite Community's Sewer Collection System.

"Pretreatment Program" – The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted by Springfield in response to the requirements of Title 40 CFR Part 403 - "General Pretreatment Regulations for Existing and New Sources." (hereinafter "40 CFR Part 403").

"Rate(s)" – Such charges as are recommended by the Department of Environmental Services and adopted by the City Council of Springfield and which shall always provide sufficient revenues for the operation and maintenance, including a reserve fund, of the POTW as determined by Springfield City Council;

"Sanitary Sewer Overflow" – A condition in which the wastewater flow rate in the POTW or Satellite Community Sewer Collection System exceeds the capacity of the sewer to the extent that untreated raw wastewater is discharged to waters of the State.

"Satellite Community" – For this Service Contract means the municipal entity, town, or sewer corporation that is a party to this Service Contract, other than the City of Springfield, that owns, operates and maintains its own system of gravity sewers, lift stations and force mains to serve the Satellite Community (hereinafter "Satellite Community Sewer Collection System"), but does not currently have a treatment plant to treat domestic sewage.

"Satellite Community Sewer Collection System" or "Sewer Collection System" – For this Service Contract means a system of gravity sewers, lift stations and force mains owned by Satellite Community and connected to Springfield's POTW through mutually agreed Connection Point(s), which provides now or hereafter for the collection and conveyance of sewage or wastewater or any combination thereof as permitted by law.

"Sewage" – The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the POTW. Sewage shall mean the same as the word 'wastewater' and is used interchangeably.

"Urban Boundary Agreement" – For this Service Contract means the mutually agreed boundary between Satellite Community and City of Springfield, for the purpose of governing future growth of both cities.

"User Fee" – The user fees and charges assessed by a Satellite Community and collected from Satellite Community customers for wastewater services.

"Wastewater Regulations" or "Regulations for Use" – Springfield City Code Chapter 120 - Wastewater Regulations, as may be amended from time to time by Springfield City Council.

"Wastewater" – Same as the definition for "Sewage" above.

B. Construction

This Service Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by Springfield to Satellite Community.

(2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;

(3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Service Contract so numbered or otherwise so designated;

SECTION 103. Duration of the Contract

A. Term. This Service Contract and each and every provision hereof shall remain in full force and effect for an initial period of ten (10) years, with automatic renewal for two (2) additional 5-year terms unless either party provides written notice not less than thirty-six (36) months prior to the expiration of the current term. Representatives from Springfield and the Satellite Community shall meet no later than twelve (12) months prior to expiration of this Service Contract to discuss renewal, termination, or modification of this Service Contract. Any and all prior wastewater contracts, and amendments thereto, between Springfield and Satellite Community are hereby null and void and replaced by this current Service Contract.

B. Modification. This Service Contract may be amended or terminated only upon written, mutual agreement of Springfield and Satellite Community.

C. Termination. If termination is for cause due to breach of this Service Contract, Springfield will provide written notice of intent to terminate, with the itemized nature of breach by Satellite Community of the terms of this Service Contract. The occurrence of the itemized nature of breach of contract will justify termination for cause, unless Satellite community begins, within seven (7) days of receipt of notice of intent to terminate, to correct its breach of the terms of the contract and proceeds diligently to cure such breach within no more than 30 days of receipt of said notice. Satellite Community, as part of its cure, may request a reasonable amount of additional time to cure any breach, not to exceed 90 days. If the default is cured prior to the end of the cure period, then the notice of termination shall be null and void. Either party may initiate a mediation proceeding following the procedures set forth in Section 310 below after the initial 3-day time frame.

SECTION 104. Successors

Wherever Springfield or Satellite Community is referred to herein, such provision shall be deemed to include the successors of Springfield or Satellite Community, as the case may be, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, Springfield or Satellite Community contained herein, shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of any officer, board, commission, council, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of Springfield or Satellite Community respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest

Nothing in this Service Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, any rights, remedy or claim, legal or equitable, under or by reason of this Service Contract, this Contract being intended to be and being for the sole and exclusive benefit of the parties hereto. For the purpose of the enforcement of collection of revenue owed to Springfield, Springfield may pledge, assign and transfer the right to receive and collect Contract Sums provided for in this Service Contract; and from and after such pledge, assignment and transfer, such assignee shall have Springfield's rights and privileges hereunder, but only as to revenue, to the extent and as conferred in such pledge, assignment and transfer.

ARTICLE II

OPERATION AND MAINTENANCE OF THE POTW AND SATELLITE COMMUNITY SEWER COLLECTION SYSTEM

SECTION 201. Operation of POTW and Satellite Community Sewer Collection System

Springfield shall treat sewage received from the Satellite Community's Sewer Collection System, for the Contract Sum as set out herein, provided that the Satellite Community shall at all times properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws, up to and including the Connection Point(s) to Springfield's POTW. Satellite Community's failure to properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws may, at Springfield's discretion, be construed a breach of the terms of this Service Contract.

Springfield shall at all times, operate the POTW properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the POTW may be properly conducted in a sound and economical manner. However, nothing herein shall provide Satellite Community any right to participate in any decision making or in the operation, maintenance or management of the POTW.

SECTION 202. Rules, Regulations and Other Details

The operation, use, and services of Springfield's POTW shall be governed by Springfield City Code Chapter 120 – Wastewater Regulations, in effect as of the date of this Service Contract, and as may be further amended from time to time by Springfield City Council (hereinafter "Wastewater Regulations"). Said Wastewater Regulations, and any amendments thereto, are publicly available and made a part of this Service Contract as though set forth, in full, and verbatim. The Pretreatment Program set forth in the Wastewater Regulations applies specifically to Industrial User discharges to the POTW or the Satellite Community Sewer Collection System (See also Sections 203 and 204 herein). Satellite Community shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to Springfield's sewer collection system or Satellite Community Sewer Collection System, and shall enforce the same as to its system including Industrial Users discharging therein.

SECTION 203. Regulation for Use: Satellite Community Discharge of Wastewater

A. The Satellite Community's connections to the POTW shall be limited to the Connection Point(s) described in Exhibit A1 to this Service Contract and made a part hereof by reference as much as if set forth, in full, and verbatim. Said Exhibit A1 shall be amended only by consent of both parties, in writing.

B. In further consideration for Springfield accepting and treating Satellite Community's wastewater, Satellite Community covenants and agrees to adopt and maintain at all times, while this Service Contract is in effect, ordinances and regulations governing usage and connection to its Satellite Community Sewer Collection System, hereinafter "Ordinances for Sewer Collection System Use" or "Ordinances", that are designed to protect the POTW from pollutants which are either determined not to be susceptible to treatment by the POTW or which would interfere with the operation of the POTW. These Ordinances shall, at a minimum:

(1) Grant Satellite Community authority to enforce pretreatment regulations, in accordance with 40 CFR Part 403, that are at least as stringent as Springfield's Wastewater Regulations.

(2) Adopt "local limits" in accordance with 40 CFR Part 403for wastewater discharges that are at least as stringent as those found in Springfield's Wastewater Regulations.

(3) Prohibit any discharges of hauled waste or sewered non-domestic waste to the Satellite Community's Sewer Collection System.

(4) Prohibit any discharges containing any Hazardous Waste to the Satellite Community's Sewer Collection System.

(5) Provide authority to require all existing and future Food Service Establishments to provide grease removal devices, and to maintain applicable pumping schedules in compliance with, or at least as restrictive as, current and amended Springfield Wastewater Regulations.

(6) Require notification of applicable wastewater standards (or "Ordinances") to all new industrial and commercial development, before the issuance of any building permits.

(7) Effectively prohibit and/or correct and remove any connections to the Sewer Collection System that result in known Inflow and Infiltration.

(8) Prohibit issuance of any further permits for the connection to or use of its Sewer Collection System, and allow no such further connections, upon notice from Springfield of any of the following:

a. Satellite Community has not paid to Springfield the established Contract Sum; or

b. Satellite Community has received notice from Springfield that it is in breach of this Service Contract; or

c. A moratorium has been placed upon Springfield's issuance of new building permits by MDNR because of lack of capacity of its POTW.

C. Measurements for wastewater flow rate and sampling for wastewater testing shall be conducted by Springfield at Connection Point(s) to the POTW or at other locations in Satellite Community's Sewer Collection System in accordance with this Service Contract or Springfield's Wastewater Regulations. If tests conducted by either Springfield or Satellite Community indicate wastewater discharged to the POTW exceeds the flow quality criteria set forth in Springfield's Wastewater Regulations, Springfield shall have the right, in its sole business judgement, to:

(1) Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices; and

(2) Assess a surcharge payment to cover the added cost of treatment for characteristics outside the established limits set out in Chapter 120 of City of Springfield City Code.

D. Should Springfield have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed, in whole or in part, because of some action or failure to take action on the part of Satellite Community with regard to its Sewer Collection System or the users thereof and whether or not Springfield has the right to enforce such compliance directly or indirectly, Springfield, in its sole business judgment, shall have the right to both require Satellite Community to immediately reimburse Springfield for any monies, or that portion of monies, so paid or so required to be paid because of the actions of Satellite Community, and to declare Satellite Community in breach of this Service Contract.

SECTION 204. Regulations for Use: Industrial User Discharge of Wastewater

The parties specifically authorize, recognize, and acknowledge Springfield's obligation to implement and enforce the Wastewater Regulations including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of 40 CFR Part 403. Satellite Community agrees to perform on its Sanitary Sewer Collection System any technical and administrative duties necessary to implement and enforce applicable pretreatment provisions of 40 CFR Part 403, and to adhere to applicable plumbing codes for grease removal on its Sewer Collection

System. The parties specifically authorize, recognize, and acknowledge Springfield's right to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program any time and specifically in the event Satellite Community fails to protect its Sewer Collection System, and thereby the POTW, from industrial wastewater in a satisfactory manner.

Because Industrial Users in Satellite Community's jurisdictional boundaries will or may contribute wastewater to the POTW which includes industrial waste, the parties agree to the following terms and conditions:

A. If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but within at least 120 days after the effective date hereof) to adopt, maintain and upkeep Ordinances for Sewer Collection System Use (hereinafter "Ordinances") which acknowledge and grant to Satellite Community the responsibility to require and monitor compliance of discharges into its Sewer Collection System and respond to and remedy violations or other instances of noncompliance of the Clean Water Act, as outlined in Section 203 above, and 40 CFR Part 403, including but not limited to:

(1) Adoption of "Local Limits" which address the same pollutant parameters and which are at least as stringent as the Local Limits enacted by Springfield, and as amended from time to time, and as set forth in the Wastewater Regulations and Pretreatment Program.

(2) Authority to perform technical and administrative duties necessary to implement and enforce the Ordinances for Sewer Collection System Use and the Pretreatment Program, consistent with 40 CFR Part 403, including, but not limited to, the following authorities and responsibilities:

i. determining the acceptability of industrial waste to the POTW from Industrial Users contributing to the Satellite Community's Sewer Collection System;

ii. conducting appropriate sampling and analysis of effluent from Industrial Users and potential high-strength customers contributing to the Satellite Community Sewer Collection System;

iii. issuing permits to Industrial Users contributing to the Satellite Community Sewer Collection System;

iv. conducting inspection and compliance monitoring of effluent from contributing Industrial Users and high-strength customers; and

v. performing an Industrial User survey to identify new or changed industry at least every calendar year; and

vi. performing enforcement for acts of noncompliance of Ordinances for Sewer Collection System Use concerning fats, oils and grease collection and/or the Pretreatment Program.

B. Before Industrial Users located outside Satellite Community's jurisdictional boundaries are allowed to discharge into Satellite Community's Sewer Collection System, Satellite Community agrees to negotiate and secure an agreement with such user that all Ordinances will be followed. Such an agreement shall be substantially equivalent to this Section 204, the substantive provisions thereof shall be substantially equivalent to Sections 203 through 206, and a draft thereof shall be forwarded to Springfield for its review and comment prior to execution.

C. If Springfield reasonably believes that a violation of Satellite Community's Ordinances exists and/or the alleged violation also violates Springfield's Wastewater Regulations and/or any provision within 40 CFR Part 403, Springfield shall have the authority to demand that Satellite Community commence enforcement of its Ordinances against an Industrial User or any other user of Satellite Community's Sewer Collection System, by sending written notice to Satellite Community stating the reasons for its belief that a violation exists and requesting that such enforcement by Satellite Community be commenced.

Upon receipt of any such notice stating a reasonable belief that a violation exists, Satellite Community shall commence and diligently pursue enforcement of its Ordinances. Springfield may, at its sole discretion, assist Satellite Community with any inspection, monitoring, and sampling necessary to the enforcement action.

If Springfield gives such written notice, and Satellite Community fails to commence and diligently pursue enforcement of its Ordinances, Springfield may, at its sole business discretion, consider said failure to be in breach of this Service Contract. Any additional cost or charge to Springfield, including fines and penalties, resulting from said failure shall be borne entirely by Satellite Community, provided that the failure of Satellite Community to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

D. Any failure of Springfield to give any notices referenced under this Section shall not excuse Satellite Community from complying with the terms of this section, nor create any liability on the part of Springfield.

E. Any dispute arising out of this Service Contract shall be resolved in accordance with

the applicable provisions hereof, which shall in no way limit Springfield‘s power to enforce requirements directly against Industrial Users using Satellite Community’s Sewer Collection System in the event Satellite Community is unable or unwilling to take such action, nor shall it preclude Springfield from seeking other remedies against Satellite Community.

F. Any routine compliance monitoring and/or documentation compiled by the Satellite Community in the course of administering the Pretreatment Program shall be provided to Springfield within 30 days of sample collection and shall be included in the Certified Annual Report provided in Section 312.

SECTION 205. Inflow and Infiltration

The parties recognize and acknowledge Springfield's right to implement and enforce federal and state regulations delegated to and implemented by Springfield, as may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows.

Springfield and Satellite Community will each operate and maintain its own respective wastewater collection system according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude storm, surface or ground water that is not intentionally admitted.

Satellite Community further agrees to maintain in effect Ordinances prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, street

drains, footing drains and surface or ground water sump pumps to its Sewer Collection System and to require their immediate removal or disconnect upon discovery of such connection. Satellite Community agrees to notify Springfield of any amendment to such Ordinances. Satellite Community will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Satellite Community's Sewer Collection System.

SECTION 206. Satellite Community's Sewer Collection System and Connection to Springfield

Satellite Community, at its own expense and cost, will construct, install, operate, and maintain any and all improvements to its Sewer Collection System necessary to cause all sewage originating in Satellite Community's Sewer Collection System to deliver and discharge into the POTW, and will keep its Sewer Collection System connected with the POTW.

Satellite Community shall make all improvements to its Sewer Collection System without cost to Springfield and in full compliance with this contract and any applicable federal and state laws and regulations. Prior to making any improvement to its Sewer Collection System, the Satellite Community shall obtain any necessary approval from MDNR for any such improvements. Such improvements shall be made in accordance with plans and specifications approved by MDNR and shall provide MDNR with all required certifications relating to such improvements. The Satellite Community will provide Springfield with a complete copy of any application for a Construction Permit submitted to MDNR, simultaneously with said submittal to MDNR, to provide

Springfield information regarding development capacity needs. Satellite Community agrees it shall include the appropriate, executed "Continuing Authority and Receiving Wastewater Treatment Facility Acceptance" form, with all Sewer Extension Construction Permit Applications submitted to MDNR.

In the event any defects(s) in materials, workmanship, construction, or inspections are discovered within one year, or such longer term as may be allowed by law, of the completion of any new improvements to Satellite Community's Sewer Collection System, Satellite Community agrees to promptly prosecute all lawful remedies against the developer(s), manufacturer(s), supplier(s), contractor(s), engineer(s), and surety(s) to correct any such defect. In the event such defects are not corrected, and the defect affects in a material way the public health, safety or environmental compliance of the POTW (including the contribution of inflow or infiltration), the Satellite Community shall not continue to issue sanitary sewer connection permits within its Sewer Collection System. If such use continues, Springfield may in its discretion, consider the failure to enforce correction or the continued issuance of connection permits to be a breach of this Service Contract.

All acquisitions, additions, alterations, reconstruction, improvements or extensions to the Sewer Collection System shall become a part of the Sewer Collection System owned exclusively by the Satellite Community and shall be subject to the terms and conditions of this Service Contract.

Consistent with this Service Contract, Satellite Community shall both retain full power and authority over its existing Sewer Collection System and full power and authority to provide additional sewer service in accordance with its Urban Boundary

Agreement as currently adopted, amended, or revised by the City Council of Springfield and the Satellite Community's governing body.

Springfield agrees that it will not extend Springfield's POTW inconsistent with the mutually defined Urban Boundary Agreement, without Satellite Community's written consent.

Satellite Community agrees that it will not extend its Sewer Collection System inconsistent with the mutually defined Urban Boundary Agreement, without Springfield's written consent.

Nothing herein shall be deemed to limit Satellite Community's power with regard to areas inside or outside its jurisdictional limits, in accordance with the agreed to and established Urban Boundary Agreement. Nothing herein shall be deemed to limit Satellite Community's authority to charge persons outside its jurisdictional limits for the use of Satellite Community's Sewer Collection System.

Section 207. Connection to Springfield and Division of Costs

Satellite Community shall cause, or continue to cause, those portions of Satellite Community's Sewer Collection System transporting sewage to Springfield to be connected with the POTW only at the agreed Connection Point(s) designated in Exhibit A, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim. Every such Connection shall constitute and shall be operated by Springfield as part of the POTW and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said Connection Point(s) to be metered and sampled as a means of determining the quantity and characteristics of the wastewater

discharged into the POTW from each location. Connection Point(s) of Satellite Community's Sewer Collection System to the POTW shall be limited to the locations designated in Exhibit A, or as amended and approved by Springfield in writing, and added as an amendment to this Service Contract.

Additional Connection Point(s), if requested by Satellite Community, may be approved and furnished by Springfield provided Satellite Community pays the Connection Fee (referenced in Section 311) and bears the cost of design and construction of the junction structure(s) or other facility if required to connect, meter, and sample flows contributed at that point. Such additional Connection Point(s) will be listed in an amendment to Exhibit A upon their approval by Springfield.

SECTION 208. Covenant Against Waste

Springfield and Satellite Community covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the POTW.

SECTION 209. Right of Inspection

Springfield covenants and agrees, upon reasonable notice to Springfield, and the right of Springfield to accompany, to permit Satellite Community and the authorized agents and representatives of Satellite Community to enter the POTW during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Satellite Community, and the right of Satellite Community to accompany, Springfield shall have the right but not the obligation to inspect Satellite Community's Sewer Collection System.

SECTION 210. No Vested Rights of Satellite Community in POTW

Satellite Community shall not acquire any vested rights in the POTW by reason of this Service Contract. All or any portion of the Contract Sums to be paid by Satellite Community shall be deemed to be current costs of wastewater treatment, and to the extent applicable, operating expenses of Satellite Community's Connection Point(s).

SECTION 211. POTW Capacity

Springfield agrees to receive from Satellite Community Sewer Collection System an Average Annual Daily Flow of .375, but both parties agree Satellite Community may increase up to, but shall not exceed, an Average Annual Daily Flow of .500 MGD, provided, however, the provision to increase to .500 MGD shall not constitute a reservation of capacity but only the right to use Springfield's POTW based upon its availability. Springfield reserves the right at its discretion, due to insufficient capacity, to prohibit any future connections pursuant to this Service Contract at any time with reasonable notice.

If it appears there will be insufficient capacity for Springfield to accommodate additional flows anticipated by Satellite Community and the flow anticipated from Springfield sewer customers during the then remaining term of the Service Contract, Springfield will, using reasonable assumptions, advise Satellite Community of the estimated date when new connections to the Satellite Community's Sewer Collection System will not be permitted to connect and ultimately discharge into Springfield's POTW. Springfield may, at its sole discretion, provide Satellite Community with an estimated schedule for the construction of additional facilities to meet the increased demand and a funding proposal to pay for such construction.

SECTION 212. Overflow Response Plan

If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but not later than 180 days after the date hereof) to have and implement a valid Sanitary Sewer Overflow Response Plan (SSORP) for its Sewer Collection System; which plan shall be on file with MDNR.

SECTION 213. Mutual Aid Agreement

If Springfield and Satellite Community have not already done so, Satellite Community agrees as soon as reasonably possible (but not later than 180 days after the date hereof) to enter into a mutual aid agreement with Springfield pertaining to its Sewer Collection System, which shall outline the costs and response obligations of both parties in the event that assistance is requested.

ARTICLE III

PAYMENT BY SATELLITE COMMUNITY

SECTION 301. Agreement to Pay

Satellite Community agrees to pay Springfield for the treatment and disposal of its wastewater, as provided in Section 201 hereof, the Contract Sum provided for in Section 304 hereof. This wholesale rate structure will be the same rate as charged to other satellite community customers.

SECTION 302. Satellite Community's Source Funds

The Contract Sum shall be paid by Satellite Community regardless of whether or not Satellite Community collects rates and charges from its connected users. If the user fees paid to Satellite Community are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid from connected users, plus any delinquent charge, shall be paid by Satellite Community.

SECTION 303. Satellite Community Collection of Charges

Satellite Community agrees to provide, by an appropriate ordinance or other governing rules, for the imposition and collection of a charge for the use of Satellite Community's Sewer Collection System or any part thereof, said charge to be sufficient to provide, and from time to time be revised to always be sufficient to provide Satellite Community with sufficient funds to pay the Contract Sum; Satellite Community further agrees to annually budget and appropriate such monies.

SECTION 304. The Contract Sum

Satellite Community's quarterly bill shall be rates comprised of a Volume Related Rate, High Strength Surcharges (if applicable), and Billing & Meter Charge, as follows:

A. Volume Related Rate - those charges directly attributable to the flow, as measured by the meter, at or near the Connection Point(s) established in Section 207 and Exhibit A. The Volume Related Rate shall be billed based on the preceding three months of volume as determined by the flow meters.

The Volume Related Rate shall be established by Springfield City Council and amended from time to time.

B. High Strength Surcharges (if applicable) - Industrial Users connected to Satellite Community's Sewer Collection System who discharge Total Suspended Solids (TSS) or Biochemical Oxygen Demand (BOD) in excess of an established limit as defined in Springfield's Wastewater Regulations shall be required to pay additional surcharges as established by Springfield City Council and amended from time to time. These surcharges will be assessed to the Industrial User by Satellite Community and will be calculated based on sampling procedures established in Springfield's Wastewater Regulations. Sampling will be required as a means to determine characteristics of wastewater contributed by Industrial Users within the Satellite Community's Sewer Collection System and will be at the expense of Satellite Community.

C. Billing and Meter Charge - those charges associated with administration and billing of Satellite Communities as well as the establishment, repair, and maintenance of Springfield's meters and meter structures located at or near the Connection Point(s). These costs will be determined as part of Springfield's Annual Fee Study and may include staffing costs associated with administering the billing program, capital costs of the meters and metering structures, and the repair, operation and maintenance of the meters and structures.

The fees and charges billed by Springfield per Section 304 of this Service Contract shall be deemed to be expenses of operating Springfield's POTW, and the assessment of the same against Satellite Community users shall not require

confirmation, approval, or ratification by the Satellite Community by either ordinance or resolution. In the event Satellite Community has an objection to a rate or charge included by Springfield in the fee for the use of Springfield's POTW, Satellite Community shall be obligated to collect such rate or charge and pay under protest that portion of the fee to which it objects stating therein the reason for the protest. Failure to pay under protest shall be deemed an acceptance of such rate or charge. Procedures set forth in Section 310 shall apply to any such protest.

SECTION 305. Meter Reading and Calibration

This Section 305 is subject to change due to technological improvements in wastewater measurements. As needed, Springfield will perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters.

As needed, Springfield's staff will calibrate and verify calibration of the meter at each meter structure in accordance with the meter manufacturer's recommendation. With a minimum twenty-four (24) hours' notice, representatives of Satellite Community may accompany Springfield's staff and/or Contractor and observe the calibration of the meter.

Satellite Community shall have the right, at their expense, to confirm meter calibration and/or to request supporting data needed to verify meter calibration. Satellite Community shall, no later than sixty (60) days after the visit or receipt of supporting data, advise Springfield of any differences regarding the meter calibrations, and the parties shall attempt to resolve any such differences. Neither the failure of Satellite

Community to observe Springfield's calculation of flow or meter calibration, nor the failure of Satellite Community to advise Springfield and record in writing any differences between Satellite Community's readings or calibrations and those of Springfield shall affect the requirements of Section 304.

If, for any reason, Springfield's metering equipment is out of service or out of repair so that flow volumes for any period cannot be ascertained, Springfield shall estimate such volumes delivered during the period when the metering equipment is out of service or out of repair based on volumes during earlier periods under similar conditions when the metering equipment was registering properly. Satellite Community shall accept such estimate unless it is able to more accurately estimate such volumes delivered to the reasonable satisfaction of Springfield, in which case Satellite Community's estimates shall be used.

SECTION 306. Payment of Contract Sum

The Contract Sum shall be billed quarterly by Springfield, as determined in Section 304. In all events, the quarterly billing shall be due and payable within thirty (30) days.

SECTION 307. Delinquent Payment of Satellite Community

Any Contract Sum not paid within thirty (30) days from the date of billing will be considered delinquent and an additional charge of one and one-half percent (1.5%) per month for each month or portion thereof that the bill remains delinquent will be added thereto. Upon failure to make any such payment, the right to make any additional

connection to the Satellite Community Sewer Collection System shall cease and Satellite Community shall not issue any permit for the construction of any building or structure requiring a connection to the Satellite Community Sewer Collection System.

Springfield may commence legal proceedings or available administrative proceedings against any Satellite Community which is delinquent in the payment of the Contract Sum. However, failure to commence legal proceedings or available administrative proceedings in a certain time frame does not limit or waive any legal right to pursue the delinquent payment.

Any overpayment by Satellite Community shall be credited against its payment obligations to Springfield for subsequent periods, and any underpayment shall be paid by Satellite Community within fifteen (15) days after Springfield's delivery of the final statement, with interest as provided in this section 307.

SECTION 308. Contracts with Others

No municipality, or other similar entity shall be permitted to connect to the POTW unless it has first duly entered into a contractual agreement with Springfield similar to this Service Contract, for payment of Contract Sums.

SECTION 309. Satellite Community's User Charge System

In conformance with Section 303 of this Service Contract, Satellite Community shall establish and maintain a User Charge System. The purpose of Satellite Community's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the Satellite Community's

Sewer Collection System as well as Satellite Community's payment of the Contract Sum to Springfield. By signing this Service Contract, Satellite Community specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

This Section 309 shall not be construed as conferring on Springfield, and Springfield shall not have, any right of review or approval of Satellite Community's User Charge System. Satellite Community shall maintain its User Charge System in accordance with applicable law.

SECTION 310. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum, and any matters involving the duties or obligations of either party to this Service Contract, that are unable to be resolved between Springfield and Satellite Community, shall be presented in writing to the other party, and shall include specific facts supporting the dispute. Satellite Community shall have thirty (30) days from the date of receipt of Springfield's Quarterly Billing to present the written notice that it is contesting the bill. Failure by Satellite Community to notify Springfield in writing, and to pay in full the disputed portion of a bill under protest within said thirty (30) day period, shall constitute a waiver on the part of Satellite Community and Satellite Community shall be deemed to have agreed to the accuracy of said bill. In the event of a properly notified dispute concerning a bill, or any matter involving the duties or obligations of either party to this Service Contract, the parties, by their designated representatives, shall meet, confer and discuss such disputes

and possible resolutions within 90 days after presentation. The representatives thereafter shall again meet, confer and discuss the disputed issues within 30 days after the conclusion of the first meeting and after conferring with the governing bodies of each of the signatories to this Service Contract, or their representatives, and shall reduce to writing their points of agreement, points of disagreement, and recommendations, which writing shall not be used as evidence in any subsequent litigation, rather only to clarify issues.

In the event the dispute is not resolved, the parties may, by mutual consent, agree to mediate, or if they are unable to agree to mediation, either party may proceed to litigate the matter in court or take any other action authorized by this Service Contract. Such mediation shall be binding or nonbinding, as the parties may at that time agree to in writing.

During any dispute the parties shall continue to comply with the terms of this Service Contract. Neither party shall delay or postpone any performance under this Service Contract pending resolution of any disputes or disagreements except as the parties may agree.

SECTION 311. Connection Fees

In addition to other sums payable by Satellite Community hereunder, Satellite Community agrees to pay to Springfield a "Connection Fee" for all future Connection Point(s) of Satellite Community's Sewer Collection System to the POTW as such fee amounts are reasonably and equitably determined by Springfield from time to time during the term of this Service Contract and pursuant to Section 207.

SECTION 312. Annual Records and Report

A. Certified Annual Report:

It will be the responsibility of the Satellite Community to submit to Springfield, by the 60th day following the end of Springfield's fiscal year, or by August 31, an annual report regarding the Satellite Community's previous year's activity regarding its Sewer Collection System and use. The annual report shall be certified by an authorized representative of the Satellite Community to be true and correct to the best of Satellite Community's collective knowledge, and shall include at a minimum:

(1) Industrial Waste Survey in accordance with the requirement of 40 CFR Part 403; and

(2) If applicable, Pretreatment Annual Report in accordance with the reporting requirements of 40 CFR Part 403; and

(3) Sewer construction permits approved by MDNR along with the associated Public Improvement plans for all wastewater improvements constructed during the previous year; and

(4) Summary of compliance activities for Food Service Establishments connected to the Satellite Community Sewer Collection System, specifically with regard to fats, oils and grease (FOG) control.

B. Failure to comply:

Failure to provide the above referenced certified annual records and report, may, as determined by the City of Springfield, be considered a breach of this Service

Contract entitling Springfield to prohibit any further connections/permits from the Satellite Community Sewer Collection System and seek appropriate judicial relief.

ARTICLE IV

MISCELLANEOUS

SECTION 401. Effective Date

The effective date of this Service Contract is the date as set out in the first paragraph of this document.

SECTION 402. Performing Duties

Springfield will faithfully and punctually perform all duties with respect to the POTW required by law and all grant or Bond Documents. Satellite Community will so perform all duties with respect to the POTW and its Sewer Collection System required by law, including the Ordinances, this Service Contract, or other governing rules of Satellite Community, and any grant or Bond documents, including but not limited to the prompt payment of the Contract Sums charged by Springfield pursuant to Article III of this Service Contract.

SECTION 403. Further Assurances

At any and all times, Springfield and Satellite Community shall (insofar as they may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts,

deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums, and other funds pledged or assigned, or intended so to be, of which Springfield or Satellite Community, as the case may be, may heretofore or hereafter become bound to pledge or to assign, and to comply with the Act.

SECTION 404. Limitations Upon Consent

Whenever, under the terms of this Service Contract, Springfield is authorized to give its written consent, Springfield in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such manner as it shall deem advisable. Such written consent shall not be unreasonably withheld.

Acceptance by Springfield of Satellite Community's sewage in the volume or with characteristics exceeding or violating any limit or restriction provided by or pursuant to this Service Contract, in one or more instances or under one or more circumstances, shall not constitute a waiver of such limit or restriction or of any of the provisions of this Service Contract, and shall not in any way obligate Springfield thereafter to accept or to make provisions for sewage delivered and discharged into the POTW in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

SECTION 405. Form of Consent

All consents of any party required under this Service Contract shall be given in writing. Whenever under the terms of this Service Contract Satellite Community is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official and under its seal (if any), of an ordinance (or other governing rule) adopted by its governing body giving such consent. Whenever under the terms of this Service Contract Springfield is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official, and under its seal, of an ordinance or resolution adopted by Springfield and giving such consent.

SECTION 406. Conformity with the Laws and Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Wastewater Regulations established by Springfield, as amended from time to time.

SECTION 407. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or a discontinuance of service appertaining to the POTW or to Satellite Community's Sewer Collection System.

SECTION 408. Nonassignability

Other than as specifically provided herein, no party to this Service Contract may assign any interest herein to any person without the written consent of all the other parties hereto at that time; and the terms of this Service Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, and in the absence of any prejudicial impairment of any obligation of Service Contract hereby imposed.

SECTION 409. Amendments

This Service Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 410. Severability

If any provision of this Service Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Service Contract and this Service Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 411. Execution of Documents; Further Acts

This Service Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Service Contract.

SECTION 412. Waiver

No waiver by either party of any term or condition of this Service Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Service Contract.

SECTION 413. Remedies

If permitted by law, this Service Contract shall be specifically enforceable by any party hereto.

SECTION 414. Entirety

This Service Contract, inclusive of the above referenced exhibits, which are attached hereto and made a part hereof, merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

SECTION 415. Applicable Law; Jurisdiction; Captions

This Service Contract and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Service Contract be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Service Contract.

SECTION 416. Injunctive Relief

Satellite Community shall provide injunctive relief at the request of Springfield to restrain the violation or attempted violation of any of the provisions of this Service Contract and all Exhibits hereto. Upon failure of Satellite Community to act within ten (10) days of written request, Springfield shall be authorized to so proceed, in Satellite Community's name, if necessary. Such failure to act on the part of the Satellite Community may, in Springfield's sole business discretion, be deemed a breach of this Service Contract.

SECTION 417. Authority

Satellite Community shall have immediate and continuing right to discharge wastewater, or as otherwise permitted hereunder, into Springfield's POTW at the agreed to Connection Point(s), on condition that Satellite Community agrees to promptly enforce the restrictions, proscriptions, penalties and other terms provided for herein

against any person discharging into the Satellite Community Sewer Collection System, or POTW, in violation of the same. In the event of Satellite Community's failure to take action, Satellite Community authorizes Springfield to take all legal actions necessary to enforce the terms of this Service Contract and all exhibits thereto, in Satellite Community's name, if necessary. In the event of such failure Springfield may, in its sole business discretion, declare such failure to be a breach of this Service Contract.

SECTION 418. Notice

Any notice required by the terms of this Service Contract shall be sent via certified mail, return receipt requested, as follows:

To Springfield:

Errin Kemper, P.E. (or Acting)
Director of Environmental Services
840 Boonville Ave
Springfield, MO 65802

To Satellite Community:

City Administrator
126 S. Washington Street
P.O. Box 66
Strafford, Missouri 65757

With a copy to:

Mark C. Piontek
Sandberg Phoenix & Von Gontard P.C.
1200 Jefferson Street
Washington, Missouri 63090

SECTION 419. Indemnification

To the extent permitted by law, Satellite Community agrees to defend, indemnify and hold harmless Springfield, and its officers, agents, and employees, from and against any and all claims, suits, actions, demands, losses, causes of action, liabilities, judgments, costs, damages, and expenses, including attorneys' fees, relating to, or in any way arising out of this Service Contract that Springfield may sustain, incur or become liable for or on account of this Service Contract, including but not limited to loss, damage, or injury to person or property related in any way to the subject matter of this Service Contract, or caused by the negligent, intentional or unintentional acts or omissions of the Satellite Community and its officers, employees or any other agents, as well as the actions of its users connected to the Satellite Community Sewer Collection System.

Springfield shall hold harmless Satellite Community from and against all claims, losses and causes of action of third parties against Satellite Community, including all claims, losses, and causes of action of third parties for personal injuries, wrongful death, and damage to property, caused by Springfield's gross negligent use, maintenance, and operation of the POTW.

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed on behalf of Springfield by the Springfield City Council and attested to by the Springfield City Manager, and on behalf of Satellite Community by its authorized representative at the dates shown respectively.

CITY OF STRAFFORD, MISSOURI

By _____
Mayor

Date: _____

ATTEST:

_____
City Clerk

Date:_____

CITY OF SPRINGFIELD, MISSOURI

By_____
City Manager

Date: _____

ATTEST:

_____
City Clerk

Date:_____

Approved as to Form: _____, City Attorney, Strafford

Approved as to Form: _____, City Attorney, Springfield

Springfield Contract No: _____

Exhibit A

Location	Description	Manhole/Asset ID	Latitude	Longitude
Strafford to Springfield Forcemain	Approximately 1,760 feet East of the intersection of North Mulroy Road and East State Highway OO	L25L1E006	37.247535	-93.177326

Exhibit A1 - Point of Connection

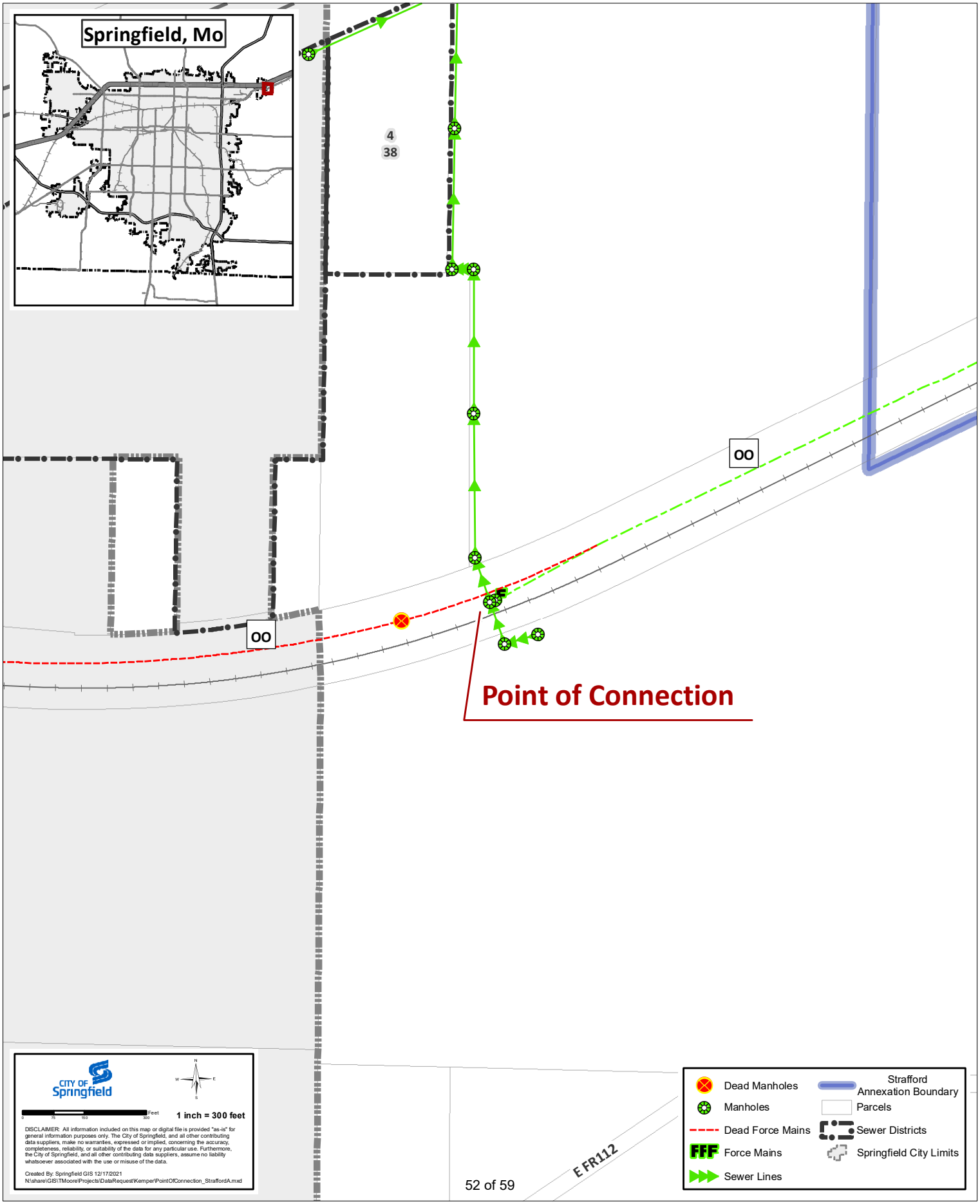

EXHIBIT 2

MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement ("Agreement") is made and entered into by the City of Springfield ("Springfield") and the City of Strafford (herein referred to as "Strafford"), a municipal corporation, to provide mutual assistance in times of emergency; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

Article VI, Section 16 of the Constitution of the State of Missouri and Missouri Revised Statutes Section 70.220 authorize one or more political subdivision of the state to contract for the cooperative performance of any governmental service, activity or undertaking which each political subdivision is authorized by law to perform.

Ensuring that wastewater systems provide and maintain their services effectively promotes the safety, health and welfare of the residents and visitors within a collection system and is a fundamental function of government.

In consideration of the mutual covenants and agreements set forth herein, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I
PURPOSE

1.1 Purpose. Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, materials and supplies, the undersigned hereby establish this Mutual Aid and Assistance Agreement. Under this Agreement, Springfield and Strafford agree to, when deemed appropriate by both parties, coordinate response activities and share resources during an emergency affecting the wastewater system of either Party. This Agreement sets forth the procedures, standards, and cost recovery for administering such aid in times of emergency.

ARTICLE II
DEFINITIONS

2.1 Agreement means this Mutual Aid and Assistance Agreement, including all amendments and addendums thereto.

2.2 Authorized Official means an employee, officer, or designee of the party that is authorized to request assistance; offer assistance; refuse to offer assistance or withdraw assistance under this Agreement.

2.3 Effective Date means the date established in accordance with Section 9.1.

2.4 Emergency means any occurrence that is or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of the party to fully manage and mitigate internally. An emergency need not be declared pursuant to Mo. Rev. Stat. §44.010-44.130 to be an Emergency under this Agreement.

2.5 Period of Assistance means a specified period of time when the Responding Party assists the Requesting Party. The period commences when personnel, equipment, or supplies depart from Responding Party's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.

2.6 Requesting Party means the party who requests aid or assistance under this Agreement.

2.7 Responding Party means the party that responds to a request for aid or assistance under this Agreement.

ARTICLE III
RESPONSIBILITIES OF THE PARTIES

3.1 Authorized Official and Contact Information. Parties shall identify an Authorized Official and alternates and shall provide contact information including 24-hour access information. This information should be updated as needed to ensure that it is current. and will be included on Springfield's quarterly wastewater billing and Strafford's annual report as required by Section 312 of the wastewater service contract.

ARTICLE IV
REQUEST FOR ASSISTANCE

4.1 Party Request. In the event of an Emergency, a Party's Authorized Official may request mutual aid and assistance for its wastewater system from the other Party. Requests for assistance may be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing and forwarded to the Requesting Party as soon as practicable, but in no event later than 3 days after the initial request. Requests for assistance shall be directed to the Authorized Official of the other Party.

When making a Request for Assistance, the Party shall provide the following information:

a. A general description of the assistance needed;
b. The part of the wastewater system for which assistance is needed;
c. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
d. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Responding Party; and
e. A description of work conditions and special constraints such as availability of fuel, supplies, lodging/meal support, medical facilities, security, communications, etc.

4.2 Response to a Request for Assistance. After a Party receives a Request for Assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Party whether it will provide the requested assistance.

If the Party is willing and able to provide assistance, the Party shall provide the following information to the Authorized Official of the Requesting Party:

a. A description of the personnel, equipment and materials available to respond;
b. The estimated length of time the personnel, equipment and materials will be available;
c. The name of the person or persons to be designated as supervisory personnel; and
d. The estimated time when the assistance can arrive at the location designated by the Authorized Official of the Requesting Member.

4.3 Discretion of Responding Party's Authorized Official. Execution of this Agreement does not create any duty to respond to a Request for Assistance. When a party receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Party's Authorized Official on the availability of resources shall be final.

ARTICLE V
RESPONDING PARTY PERSONNEL

5.1 Personnel. During the period of Assistance, employees of a Party remain employees of that Party. Personnel sent by a Responding Party shall remain under the direct supervision of the Responding Party.

5.2 Status. To the extent provided by law, whenever the Responding Party's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Responding Party.

5.3 Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Party's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Party's Authorized Official as soon as practicable under the circumstances.

ARTICLE VI
COSTS OF RESPONSE AND COST REIMBURSEMENT

6.1 Cost Reimbursement to Responding Party. Unless otherwise mutually agreed in whole or in part, the Requesting Party shall reimburse the Responding Member for the categories

of costs listed in Section 6.2 to 6.4 incurred during the specified Period of Assistance. The Responding Party shall track, record and submit its costs incurred during the specified Period of Assistance as provided in Sections 6.2 to 6.4.

6.2 Personnel Costs. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Responding Party's personnel costs shall include the base salaries and overhead costs of responding personnel.

6.3 Equipment and Equipment Costs. Responding Party's costs for equipment used during the specified Period of Assistance shall include, but not be limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and/or unloading of loaned equipment. If Responding Party equipment is loaned to the Requesting Party, all equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. Requesting Party must reimburse Responding Party for any damages to equipment.

6.4 Costs for Materials and Supplies. Responding party's cost for expendable or nonreturnable materials and supplies shall be based on in kind or actual replacement costs, plus handling charges.

6.5 Payment Period for Cost Reimbursement. Responding Party will provide an itemized bill to the Requesting Party for all expenses incurred by the Responding Party while providing assistance under this Agreement. The Requesting Party must pay the bill in full within 60 days following the billing date. The Requesting Party may request additional periods of time within which to pay the itemized bill, and Responding Party shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Party.

ARTICLE VII
RISK ALLOCATION

7.1 Immunity. All parties are governmental entities entitled to governmental immunities under law, including but not limited to Section 537.600 Rev. Stat. Mo. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 537.600 Rev. Stat. Mo, or any subsequent amendments thereof.

7.2 Party Responsible for Own Actions. Each Party shall bear the risk of its own actions, as it does with its day-to-day operations.

7.3 Employee Claims. The employees of a Responding or Requesting Party shall be covered by his or her employing Party for purposes of workers' compensation, unemployment insurance, and benefits under Chapter 287 Rev. Stat. Mo. regardless of whether the Party employer is a Responding or Requesting Party.

7.4 Insurance. Parties shall maintain insurance policies or maintain self-insurance programs that cover activities that it may undertake by virtue of this Agreement.

7.5 Survival of Obligations. The obligations set forth in this Article VII shall survive the termination or expiration of this Agreement.

ARTICLE VIII
DISPUTES

8.1 Disputes. If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Parties shall attempt to resolve the dispute by negotiation.

ARTICLE IX
EFFECTIVE DATE; MODIFICATION; TERMINATION

9.1 Effective Date. This Agreement shall be effective upon the date signed by the last party to this agreement.

9.2 Initial Term of Agreement; Renewal. The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement.

9.3 Termination. Either Party may terminate this Agreement at any time, for any reason, by providing written notice to the other Party.

9.4 Effect of Termination. A Party's voluntary termination of this Agreement shall not affect in any way any liabilities or obligations incurred under the terms of this Agreement, including, but not limited to, a Party's duty to reimburse a Responding Party for costs incurred during a Period of Assistance.

ARTICLE X
MISCELLANEOUS

10.1 Prior Agreements. The terms of this Agreement shall supersede all prior agreements related to the requesting or providing of assistance for wastewater systems to the extent that such prior agreements are inconsistent with this Agreement.

10.2 Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalid term or provision.

10.3 Waiver. Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

10.4 Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.

10.5 Non-Discrimination. No Party will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out this Agreement.

10.6 Compliance with Laws; Jurisdiction; Applicable Law. Each Party will comply with all applicable federal, state and local laws, rules and regulations without limitation to those designated within this Agreement. This Agreement and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri.

10.7 Headings. The headings of various articles and sections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

10.8 Prohibition on Third-Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties hereto and no other person or entity has any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.

10.9 No Authority to Bind other Parties. No Party to this Agreement has the authority to enter into contracts or agreements on behalf of another Party to this Agreement. This Agreement does not create a partnership between the Parties, and nothing contained herein shall be interpreted to create an employer-employee, master-servant, joint venture, or principal-agent relationship between the Parties in any respect.

10.10 Execution of Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.

10.11 Entire Agreement. This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, or altered except through a written amendment approved by all Parties.

CITY OF STRAFFORD, MISSOURI

By _____
City Administrator
City of Strafford

Date: _____

ATTEST:

_____
City Clerk

Date:_____

CITY OF SPRINGFIELD, MISSOURI

By_____
City Manager
City of Springfield

Date: _____

ATTEST:

_____
City Clerk

Date:_____

Approved as to Form: _____City Attorney or designee, Strafford

Approved as to Form: _____City Attorney or designee, Springfield

Contract No: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 88
Filed: 01-04-22

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 014 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the City of Willard for the purpose of continuing to provide contract wastewater service to Willard.

WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment Works (hereinafter "POTW") and has capacity to receive and treat wastewater from surrounding communities, which will provide an environmental benefit to the region by offering effective, efficient, and lower cost wastewater treatment than smaller, separate wastewater treatment facilities; and

WHEREAS, Springfield City Council authorized the current wastewater services agreement (Special Ordinance No. 24542) on April 12, 2004, with a 20-year term, and the current agreement will be replaced by this agreement; and

WHEREAS, the previous version of the contract to treat Willard's wastewater required a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per 100 cubic feet (ccf) charge for total volume of metered flow discharged from the City of Willard's Sewer Collection System to the POTW at the agreed points of connection is preferred and representative of the industry standard; and

WHEREAS, the City of Willard is authorized pursuant to its governing body, to pay Springfield a volume charge for wastewater disposal, as determined by the Springfield City Council from time to time, and based upon the volume of water discharged into Springfield's POTW to be determined by meter readings at the mutually agreed points of connection to the POTW; and

WHEREAS, each party desires to enter into a Mutual Aid and Assistance Agreement which provides terms of mutual assistance in times of emergency, including

provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Wastewater Service Contract with the City of Willard, said agreement to be substantially similar in form and content as “Exhibit 1” which is attached hereto and incorporated herein by this reference.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a Mutual Aid and Assistance Agreement with the City of Willard, said agreement to be substantially similar in form and content as “Exhibit C” to “Exhibit 1”, attached hereto and incorporated herein by this reference.

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 2022-014

FILED: 01-04-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into a Wastewater Service Contract as well as a Mutual Aid and Assistance Agreement with the City of Willard for the purpose of continuing to provide contract wastewater service to Willard.

BACKGROUND INFORMATION: For decades the City of Springfield has operated a wastewater collection system and two wastewater treatment plants in accordance with our National Pollution Discharge Elimination System ("NPDES") permit with the Missouri Department of Natural Resources ("MDNR"). These permits require Springfield to adhere to the stringent standards of the Federal Clean Water Act ("CWA") regarding the operation of its sewer system and the discharge from the treatment plants.

In lieu of constructing its own treatment plant, the City of Willard has historically elected to send its wastewater to the City of Springfield for treatment in accordance with Springfield's NPDES permit. This service is facilitated through a contract that requires Willard to submit monthly remittances and enforce rules regarding operation of its sewer system and allows Springfield to recover costs associated with accepting Willard's wastewater. Willard's current wastewater contract was adopted by Springfield City Council by Special Ordinance No. 24542 on April 12, 2004 and later amended by Special Ordinance No. 25324 on December 17, 2007.

Under the current contract, Willard makes a monthly payment to Springfield based on the number of wastewater connections and the total wastewater volume billed to its customers during that month. The contract allows Willard to deduct a percentage of this remittance to defer system operation and maintenance costs. Springfield's NPDES permit includes several operational requirements, including the need to adopt and maintain sewer use ordinances that prohibit certain substances from entering its sewer system.

For the last several decades, the current contract has served both communities well. However, following a lengthy review of the contract, the City of Springfield has proposed to restructure the current wastewater contract to provide a more streamlined approach and improve contract conformity. Under the new proposed contract, Springfield will recover expenses associated with providing wastewater treatment to the City of Willard through a per-gallon charge, or "wholesale" rate, that will be measured at the point of connection and billed quarterly. The updated contract will no longer require Willard to monthly report its number of customers and individual wastewater use. It will also eliminate fees for each new permitted sewer connection. Willard will simply pay Springfield for the metered flow delivered to Springfield's treatment plant and continue to enforce rules regarding the use of its sewer collection system. Execution of the

proposed contract will replace the current contract in its entirety, and the current contract will become void.

In addition, both parties wish to enter into a Mutual Aid and Assistance Agreement which provides terms of mutual assistance in times of emergency, including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis.

REMARKS: The Department of Environmental Services recommends approval of the proposed contract and would like to thank the City of Willard for their work in restructuring the agreement.

Submitted by:

Ron Petering, Assistant Director
of Environmental Services

Recommended by:

Errin Kemper,
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

EXHIBIT 1

WASTEWATER SERVICE CONTRACT

Between

CITY OF SPRINGFIELD, MISSOURI

and

WILLARD, MISSOURI

Dated:

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Exhibit A - List of Connection Points
Exhibit A1 - Map of L15SW004 (Willard Rd. and Kearney St.)
Exhibit A2 - Map of K12L3E006LS (W. FR106 and N. FR103)
Exhibit B - Boundary Agreement, dated 1-14-08 (27 pages)
Exhibit C - Mutual Aid Agreement

SERVICE CONTRACT

between

CITY OF SPRINGFIELD
Greene County, Missouri and

WILLARD,
Greene County, Missouri

THIS SERVICE CONTRACT, made and entered into this__ day of_____ _____, 2022, (regardless of when signed by the parties hereto), is by and between THE CITY OF SPRINGFIELD, MISSOURI (herein referred to as "Springfield"), a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, and WILLARD, MISSOURI, a municipal corporation (herein referred to as the "Satellite Community").

WITNESSETH:

WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment Works (hereinafter "POTW") and has capacity to receive and treat wastewater from surrounding communities, which will provide an environmental benefit to the region; and

WHEREAS, Willard has determined it is in the best interest of its community for Springfield to treat the sewage from Willard and its surrounding agreed to areas; and

WHEREAS, it is in the best interest of the region for Willard to own, operate and maintain its own system of gravity sewers, lift stations and force mains to serve its Community (hereinafter "Satellite Community Sewer Collection System"); and

WHEREAS, Willard is a customer of Springfield's POTW, Willard being a

political subdivision within Greene County which has a wastewater service contract or user agreement with Springfield; and

WHEREAS, Springfield and Willard agree to cancel their previous wastewater contract or agreement, and any amendments thereto (hereinafter "Original Contract"), and replace the same with a new Wastewater Service Contract (hereinafter "Contract" or "Service Contract") for the collection and treatment of sewage from Willard's Sewer Collection System; and

WHEREAS, the Original Contract between Willard and Springfield required Willard to submit a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per gallon charge for total volume of metered wastewater flow discharged by Willard through its Sewer Collection System to the POTW at agreed Connection Point(s), is preferred and representative of the industry standard; and

WHEREAS, Willard is authorized pursuant to its governing body, to pay Springfield a volume charge for wastewater disposal (hereinafter "Contract Sum"), the Contract Sum to be fixed at such rate that shall, together with all other revenues of Springfield, ensure the provision of sufficient revenues for the operation, maintenance, rehabilitation and restoration of the POTW; and

WHEREAS, the POTW will be for the primary benefit of the users within the City of Springfield, Missouri.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS

SECTION 101. Precedence; Short Title

This Service Contract to accept and receive Satellite Community's wastewater shall supersede and have precedence over any prior wastewater service contract(s) or agreement(s), and amendments thereto, between Satellite Community and Springfield. Any prior contract(s) including the Original Contract and any amendments thereto is hereby rescinded and replaced in its entirety upon execution of this Service Contract.

SECTION 102. Meanings and Construction

A. Definitions

All terms which are defined herein shall have the same meaning for all purposes of this Service Contract as amended and supplemented, and of any instrument or document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

"Act" or "Clean Water Act" – Refers to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and applicable Missouri Clean Water law.

"Annual Fee Study" – Springfield City Council annually approves fees related to the cost recovery for certain City services and functions. Each fee undergoes an annual study to determine the cost of the service.

"Annual Average Daily Flow" – The total volume of wastewater flowing into a Connection Point during any consecutive 365 days, divided by 365 and expressed in units of MGD. This volume includes the total volume of wastewater, together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the Satellite Community Sewer Collection System.

"Bonds" – All outstanding bonds issued by Springfield to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the POTW and all refunding bonds issued by it, or on its behalf, to refinance any such bonds. The term also includes sewer system revenue bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

"Bond Documents" – Springfield's bond resolutions and all subsequent bond resolutions approved by Springfield's Council, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending the POTW, including land and easements, interceptor sewer lines, and sewage treatment facilities.

"Connection" or "Connection Point(s)" – A piped tie-in to Springfield's POTW which conveys sewage.

"Contract" or "Service Contract" – Means the terms of this agreement between Springfield and Satellite Community and all provisions contained herein. "Original

Contract" means any prior contracts between the parties and any amendments thereto which are superseded by execution of this "Service Contract."

"Contract Sum" – The amounts paid or required to be paid from time to time by Satellite Community to Springfield pursuant to Section 304 of this Service Contract.

"Domestic Waste" – The waterborne waste derived from ordinary household living processes including, but not limited to waters from water closets, urinals, lavatories, sinks, bathtubs, showers, household laundries, household garbage grinders and drinking fountains.

"Food Service Establishment" – Any establishment or operation where food is provided for individual portion service directly to the consumer, whether the food is provided free of charge or sold, and whether the food is consumed on or off the premises.

"Hauled Waste" – Waste transported by haulers and discharged to a publicly owned treatment works by a conveyance other than a pipe (e.g., by truck or rail). Hauled waste might be sewage or domestic waste, or it might include non-domestic waste, or a combination of both types of waste. The term "hauled waste" merely refers to the waste transportation method to the POTW. Hauled waste might include: chemical toilet waste, domestic septage, ground water remediation site waste, grease and sand trap waste, restaurant grease, landfill leachate, nonhazardous commercial and industrial (categorical and noncategorical) waste, and wastewater from hydrofracturing or other drilling processes.

"Hazardous Waste" – Any waste defined as such at 40 CFR 261 and/or 10 CSR 25-4.261.

"Hereby", "Herein", "Hereinabove", "Hereinafter", "Hereinbefore", "Hereof", "Hereto", "Hereunder", and any similar term, refer to this Contract and not solely to the particular portion thereof which such word is used; "Heretofore" means before the stated date of this Contract; and, "Hereafter" means after the stated date of this Contract.

"Indirect Discharge" – The introduction of pollutants into a POTW from any non-domestic source regulated under section 307(b), (c), or (d) of the Act.

"Industrial User" – In this Service Contract means any non-domestic user connected to the Satellite Community Sewer Collection System.

"Industrial Waste" – Any liquid or waterborne waste from an Industrial User, other than domestic waste.

"Infiltration" – Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

"Inflow" – Includes any storm water which gains access to a sanitary sewer collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

"MDNR" – The Missouri Department of Natural Resources and any successor agency.

"MGD" - Million Gallons per Day.

"Ordinances for Sewer Collection System Use" or "Ordinances" – The Satellite Community ordinances and regulations governing usage and connection to the Satellite Community Sewer Collection System, which shall be maintained and enforced at all times by the Satellite Community while this Service Contract is in effect.

"Original Contract" – Means any prior contracts between the parties and any amendments thereto which are superseded by execution of this "Service Contract."

"Publicly Owned Treatment Works" or "POTW" – For this Service Contract means the treatment works owned and operated by the City of Springfield, as defined by Section 212 of the Act, which includes any devices and systems used in the storage, treatment, recycling and reclamation of domestic and municipal sewage or industrial wastes of a liquid nature, including without limitation the interceptor trunk and connection, sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by Springfield or acquired from others, whether interim or permanent facilities, whether existing or to be constructed to serve the needs of Springfield and its wastewater customers (excluding any Satellite Community or wholesale customer), and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve Springfield's purposes. This definition does not include Satellite Community's Sewer Collection System.

"Pretreatment Program" – The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted

by Springfield in response to the requirements of Title 40 CFR Part 403 - "General Pretreatment Regulations for Existing and New Sources." (hereinafter "40 CFR Part 403").

"Rate(s)" – Such charges as are recommended by the Department of Environmental Services and adopted by the City Council of Springfield and which shall always provide sufficient revenues for the operation, maintenance, rehabilitation and restoration of the POTW as determined by Springfield City Council.

"Sanitary Sewer Overflow" – A condition in which the wastewater flow rate in the POTW or Satellite Community Sewer Collection System exceeds the capacity of the sewer to the extent that untreated raw wastewater is discharged to waters of the State.

"Satellite Community" – For this Service Contract means the municipal entity, town, or sewer corporation that is a party to this Service Contract, other than the City of Springfield, that owns, operates and maintains its own system of gravity sewers, lift stations and force mains to serve the Satellite Community (hereinafter "Satellite Community Sewer Collection System"), but does not have a treatment plant to treat domestic sewage in an environmentally sound manner in accordance with applicable local, state and federal laws and regulations.

"Satellite Community Sewer Collection System" or "Sewer Collection System" – For this Service Contract means a system of gravity sewers, lift stations and force mains owned by Satellite Community and connected to Springfield's POTW through a mutually agreed Connection Point(s), which provides now or hereafter for the collection and conveyance of sewage or wastewater or any combination thereof as permitted by law.

"Sewage" – The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the POTW. Sewage shall mean the same as the word 'wastewater' and is used interchangeably.

"Urban Boundary Agreement" – For this Service Contract means the mutually agreed boundary between Satellite Community and City of Springfield, for the purpose of governing future growth of both cities.

"User Fee" – The user fees and charges assessed by a Satellite Community and collected from Satellite Community customers for wastewater services.

"Wastewater Regulations" or "Regulations for Use" – Springfield City Code Chapter 120 - Wastewater Regulations, as may be amended from time to time by Springfield City Council.

"Wastewater" – Same as the definition for "Sewage" above.

B. Construction

This Service Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by Springfield to Satellite Community.

(2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;

(3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by

number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Service Contract so numbered or otherwise so designated.

SECTION 103. Duration of the Contract

A. Term. This Service Contract and each and every provision hereof shall remain in full force and effect for an initial period of ten (10) years, with automatic renewal for two (2) additional 5-year terms, unless either party provides at least six (6) months written notice of termination prior to the expiration of the current term. Representatives from Springfield and the Satellite Community shall meet no later than twelve (12) months prior to expiration of this Service Contract to discuss renewal, termination, or modification of this Service Contract. Any and all prior wastewater contracts, and amendments thereto, between Springfield and Satellite Community are hereby null and void and replaced by this Service Contract.

B. Modification. This Service Contract may be amended only by written, mutual agreement executed by authorized signators of Springfield and Satellite Community.

C. Termination. If termination is for cause due to breach of this Service Contract, Springfield will provide written notice of intent to terminate, with the itemized nature of breach by Satellite Community of the terms of this Service Contract. The occurrence of the itemized nature of breach of contract will justify termination for cause unless Satellite community begins, within seven (7) days of receipt of notice of intent to terminate, to correct its breach of the terms of the contract and proceeds diligently to cure such breach within no more than 30 days of receipt of said notice. Satellite

Community, as part of its cure, may request a reasonable amount of additional time to cure any breach, not to exceed 90 days. If the default is cured prior to the end of the cure period, then the notice of termination shall be null and void. Either party may initiate a mediation proceeding following the procedures set forth in Section 310 below after the initial 30-day time frame.

SECTION 104. Successors

Wherever Springfield or Satellite Community is referred to herein, such provision shall be deemed to include the successors of Springfield or Satellite Community, as the case may be, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions, for the benefit of Springfield or Satellite Community contained herein, shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of any officer, board, commission, council, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of Springfield or Satellite Community respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest

Nothing in this Service Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, any rights, remedy or claim, legal or equitable, under or by reason of this Service

Contract, this Contract being intended to be and being for the sole and exclusive benefit of the parties hereto. For the purpose of the enforcement of collection of revenue owed to Springfield, Springfield may pledge, assign and transfer the right to receive and collect Contract Sums provided for in this Service Contract; and from and after such pledge, assignment and transfer, such assignee shall have Springfield's rights and privileges hereunder, but only as to revenue, to the extent and as conferred in such pledge, assignment and transfer.

ARTICLE II

OPERATION AND MAINTENANCE OF THE POTW AND SATELLITE COMMUNITY SEWER COLLECTION SYSTEM

SECTION 201. Operation of POTW and Satellite Community Sewer Collection System

Springfield shall treat sewage received from the Satellite Community's Sewer Collection System, for the Contract Sum as set out herein, provided that the Satellite Community shall at all times properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws, up to and including the Connection Point(s) to Springfield's POTW. Satellite Community's failure to properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws may, at Springfield's discretion, be construed a breach of the terms of this Service Contract.

Springfield shall at all times, operate the POTW properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same

to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the POTW may be properly conducted in a sound and economical manner. However, nothing herein shall provide Satellite Community any right to participate in any decision making or in the operation, maintenance or management of the POTW.

SECTION 202. Rules, Regulations and Other Details

The operation, use, and services of Springfield's POTW shall be governed by Springfield City Code Chapter 120 – Wastewater Regulations, in effect as of the date of this Service Contract, and as may be further amended from time to time by Springfield City Council (hereinafter "Wastewater Regulations"). Said Wastewater Regulations, and any amendments thereto, are publicly available and made a part of this Service Contract as though set forth, in full, and verbatim. Springfield will make best efforts to notify Satellite Community of changes to Chapter 120 – Wastewater Regulations, however lack of notification will not constitute a breach of this contract on Springfield's behalf, nor does it in any way remove Satellite Community's obligation to comply with the Regulations or terms of this Contract. The Pretreatment Program set forth in the Wastewater Regulations applies specifically to Industrial User discharges to the POTW or the Satellite Community Sewer Collection System (See also Sections 203 and 204 herein). Satellite Community shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to the POTW or Satellite Community Sewer Collection System, and shall enforce the same as

to its system including Industrial Users discharging therein.

SECTION 203. Regulation for Use: Satellite Community Discharge of Wastewater

A. The Satellite Community's connections to the POTW shall be limited to the Connection Point(s) described in Exhibit A to this Service Contract and made a part hereof by reference as much as if set forth, in full, and verbatim. Said Exhibit A shall be amended only by consent of both parties, in writing.

B. In further consideration for Springfield accepting and treating Satellite Community's wastewater, Satellite Community covenants and agrees to adopt and maintain at all times, while this Service Contract is in effect, ordinances and regulations governing usage and connection to its Satellite Community Sewer Collection System, hereinafter "Ordinances for Sewer Collection System Use" or "Ordinances", that are designed to protect the POTW from pollutants which are either determined not to be susceptible to treatment by the POTW or which would interfere with the operation of the POTW. These Ordinances shall, at a minimum:

(1) Grant Satellite Community authority to enforce pretreatment regulations, in accordance with 40 CFR Part 403, that are at least as stringent as Springfield's Wastewater Regulations.

(2) Adopt "local limits" in accordance with 40 CFR Part 403for wastewater discharges that are at least as stringent as those found in Springfield's Wastewater Regulations.

(3) Prohibit any discharges of hauled waste or sewered non-domestic waste to the Satellite Community's Sewer Collection System.

(4) Prohibit any discharges containing any Hazardous Waste to the Satellite Community's Sewer Collection System.

(5) Require all existing and future Food Service Establishments to provide grease removal devices, and to maintain applicable pumping schedules in compliance with, or at least as restrictive as, current and amended Springfield Wastewater Regulations.

(6) Require notification of applicable wastewater standards (or "Ordinances") to all new industrial and commercial development, before the issuance of any building permits.

(7) Effectively prohibit and/or correct and remove any connections to the Sewer Collection System that result in known Inflow and Infiltration.

(8) Prohibit issuance of any further permits for the connection to or use of its Sewer Collection System, and allow no such further connections, upon notice from Springfield of any of the following:

a. Satellite Community has not paid to Springfield the established Contract Sum; or

b. Satellite Community has received notice from Springfield that it is in breach of this Service Contract. Upon receipt of such notice, Satellite Community may request an opportunity to cure the elements of breach, not to exceed 90 days, pursuant to Section 103; or

c. A moratorium has been placed upon Springfield's issuance of new building permits by MDNR or Springfield because of lack of capacity of its POTW.

C. Measurements for wastewater flow rate and sampling for wastewater testing shall be conducted by Springfield at Connection Point(s) to the POTW or at other locations in Satellite Community's Sewer Collection System in accordance with this Service Contract or Springfield's Wastewater Regulations. If tests conducted by either Springfield or Satellite Community indicate wastewater discharged to the POTW exceeds the flow quality criteria set forth in Springfield's Wastewater Regulations, Springfield shall have the right, to:

(1) Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices; and

(2) Assess a surcharge payment to cover the added cost of treatment for characteristics outside the established limits, in keeping with good engineering practices.

D. Should Springfield have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed, in whole or in part, because of some action or failure to take action on the part of Satellite Community with regard to its Sewer Collection System or the users thereof and whether or not Springfield has the right to enforce such compliance directly or indirectly, Springfield shall have the right to both require Satellite Community to immediately reimburse Springfield for any monies so paid or so required to be paid because of said penalty or fine, and to declare Satellite Community in breach of this Service Contract. Springfield will make best efforts to notify Satellite Community of any activity referenced in this paragraph 203 D, however, lack of notification will not result in any

additional liability or exposure to Springfield.

SECTION 204. Regulations for Use: Industrial User Discharge of Wastewater

The parties specifically authorize, recognize, and acknowledge Springfield's obligation to implement and enforce the Wastewater Regulations including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of 40 CFR Part 403. Satellite Community agrees to perform on its Sanitary Sewer Collection System any technical and administrative duties necessary to implement and enforce applicable pretreatment provisions of 40 CFR Part 403, and to adhere to applicable plumbing codes for grease removal on its Sewer Collection System. The parties specifically authorize, recognize, and acknowledge Springfield's right to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program any time and specifically in the event Satellite Community fails to protect its Sewer Collection System, and thereby the POTW, from industrial wastewater in a satisfactory manner.

Because Industrial Users in Satellite Community's jurisdictional boundaries will or may contribute wastewater to the POTW which includes industrial waste, the parties agree to the following terms and conditions:

A. If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but within at least 120 days after the effective date hereof) to adopt, maintain and upkeep Ordinances for Sewer Collection System Use (hereinafter "Ordinances") which acknowledge and grant to Satellite Community the responsibility to require and monitor compliance of discharges into its Sewer Collection System and

respond to and remedy violations or other instances of noncompliance of the Clean Water Act, as outlined in Section 203 above, and 40 CFR Part 403, including but not limited to:

(1) Adoption of "Local Limits" which address the same pollutant parameters and which are at least as stringent as the Local Limits enacted by Springfield, and as amended from time to time, and as set forth in the Wastewater Regulations and Pretreatment Program. Springfield will make best efforts to notify Satellite Community of changes to Chapter 120 – Wastewater Regulations, however lack of notification will not constitute a breach of this contract on Springfield's behalf, nor does it in any way remove Satellite Community's obligation to comply with the Wastewater Regulations.

(2) Authority to perform technical and administrative duties necessary to implement and enforce the Ordinances for Sewer Collection System Use and the Pretreatment Program, consistent with 40 CFR Part 403, including, but not limited to, the following authorities and responsibilities:

i. determining the acceptability of industrial waste to the POTW from Industrial Users contributing to the Satellite Community's Sewer Collection System; and

ii. conducting appropriate sampling and analysis of effluent from Industrial Users and potential high-strength customers contributing to the Satellite Community Sewer Collection System; and

iii. issuing permits to Industrial Users contributing to the Satellite Community Sewer Collection System; and

iv. conducting inspection and compliance monitoring of effluent from contributing Industrial Users and high-strength customers; and

v. performing an Industrial User survey to identify new or changed industry at least every calendar year; and

vi. performing enforcement for acts of noncompliance of Ordinances for Sewer Collection System Use concerning fats, oils and grease collection and/or the Pretreatment Program.

B. Before Industrial Users located outside Satellite Community's jurisdictional boundaries are allowed to discharge into Satellite Community's Sewer Collection System, Satellite Community agrees to negotiate and secure an agreement with such user that all Ordinances will be followed. Such an agreement shall be substantially equivalent to this Section 204, the substantive provisions thereof shall be substantially equivalent to Sections 203 through 206, and a draft thereof shall be forwarded to Springfield for its reasonable approval prior to execution.

C. If Springfield reasonably believes that a violation of Satellite Community's Ordinances exists and/or the alleged violation also violates Springfield's Wastewater Regulations and/or any provision within 40 CFR Part 403, Springfield shall have the authority to demand that Satellite Community commence enforcement of its Ordinances against an Industrial User or any other user of Satellite Community's Sewer Collection System, by sending written notice to Satellite Community stating the reasons for its belief that a violation exists and requesting that such enforcement by Satellite Community be commenced.

Upon receipt of any such notice stating a reasonable belief that a violation exists,

Satellite Community shall commence and diligently pursue enforcement of its Ordinances. Springfield may, at its sole discretion, assist Satellite Community with any inspection, monitoring, and sampling necessary to the enforcement action.

If Springfield gives such written notice, and Satellite Community fails to commence and diligently pursue enforcement of its Ordinances, Springfield may consider said failure to be in breach of this Service Contract. Any additional cost or charge to Springfield, including fines and penalties, resulting from said failure shall be borne entirely by Satellite Community, provided that the failure of Satellite Community to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

D. Any failure of Springfield to give any notices referenced under this Section shall not excuse Satellite Community from complying with the terms of this section, nor create any liability on the part of Springfield.

E. Any dispute arising out of this Service Contract shall be resolved in accordance with the applicable provisions hereof, which shall in no way limit Springfield‘s power to enforce requirements directly against Industrial Users using Satellite Community’s Sewer Collection System in the event Satellite Community is unable or unwilling to take such action, nor shall it preclude Springfield from seeking other remedies against Satellite Community.

Any routine compliance monitoring and/or documentation compiled by the Satellite Community in the course of administering a Pretreatment Program shall be provided to Springfield within 30 days. This is in addition to the Certified Annual Report requirement provided in Section 312.

SECTION 205. Inflow and Infiltration

The parties recognize and acknowledge Springfield 's right to implement and enforce federal and state regulations delegated to and implemented by Springfield, as may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows.

Springfield and Satellite Community will each operate and maintain its own respective wastewater collection system according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude storm, surface or ground water that is not intentionally admitted.

Satellite Community further agrees to maintain in effect Ordinances prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, street drains, footing drains and surface or ground water sump pumps to its Sewer Collection System and to require their immediate removal or disconnect upon discovery of such connection. Satellite Community agrees to notify Springfield of any amendment to such Ordinances in its annual report. Satellite Community will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Satellite Community's Sewer Collection System.

SECTION 206. Satellite Community's Sewer Collection System and Connection to Springfield

Satellite Community, at its own expense and cost, will construct, install, operate,

and maintain any and all improvements to its Sewer Collection System necessary to cause sewage originating in Satellite Community's Sewer Collection System to deliver and discharge into the POTW, and will be responsible for keeping its Sewer Collection System connected with the POTW to receive such discharge.

Satellite Community shall make all improvements to its Sewer Collection System without cost to Springfield and in full compliance with applicable federal and state laws and regulations. Prior to making any improvement to its Sewer Collection System, the Satellite Community shall obtain any necessary approval from MDNR for any such improvements. Such improvements shall be made in accordance with plans and specifications approved by MDNR and shall provide MDNR with all required certifications relating to such improvements. The Satellite Community will provide Springfield with a copy of any application for a Construction Permit submitted to MDNR. Satellite Community agrees it shall include the appropriate, executed "Continuing Authority and Receiving Wastewater Treatment Facility Acceptance" form, with all Sewer Extension Construction Permit Applications submitted to MDNR.

In the event any defects(s) in materials, workmanship, construction, or inspections are discovered within one year, or such longer term as may be allowed by law, of the completion of any new improvements to Satellite Community's Sewer Collection System, Satellite Community agrees to promptly prosecute all lawful remedies against the developer(s), manufacturer(s), supplier(s), contractor(s), engineer(s), and surety(s) to correct any such defect. In the event such defects are not corrected, and the defect affects in a material way the public health, safety or environmental compliance of the POTW (including the contribution of inflow or

infiltration), the Satellite Community shall not continue to issue sanitary sewer connection permits within its Sewer Collection System. If such use continues, Springfield may, consider the failure to enforce correction or the continued issuance of connection permits to be a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief if indicated.

All acquisitions, additions, alterations, reconstruction, improvements or extensions to the Sewer Collection System shall become a part of the Sewer Collection System owned exclusively by the Satellite Community and shall be subject to the terms and conditions of this Service Contract.

Consistent with this Service Contract, Satellite Community shall both retain full power and authority over its existing Sewer Collection System and full power and authority to provide additional sewer service in accordance with its Urban Boundary Agreement, attached hereto as Exhibit B and incorporated herein by reference, or as currently adopted, amended, or revised by the City Council of Springfield and the Satellite Community's governing body.

Springfield agrees that it will not extend Springfield's POTW inconsistent with the mutually defined Urban Boundary Agreement, without Satellite Community's written consent.

Satellite Community agrees that it will not extend its Sewer Collection System inconsistent with the mutually defined Urban Boundary Agreement, without Springfield's written consent.

Nothing herein shall be deemed to limit Satellite Community's power with

regard to areas inside or outside its jurisdictional limits, in accordance with the agreed to and established Urban Boundary Agreement. Nothing herein shall be deemed to limit Satellite Community's authority to charge persons outside its jurisdictional limits for the use of Satellite Community's Sewer Collection System.

Section 207. Connection to Springfield and Division of Costs

Satellite Community shall cause or continue to cause those portions of Satellite Community's Sewer Collection System, necessary to transport sewage to Springfield, to be connected with the POTW at the appropriate, agreed Connection Point(s) designated in Exhibit A, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim. Every such Connection Point shall constitute and shall be operated by Springfield as part of the POTW and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said Connection Point(s) to be metered and sampled as a means of determining the quantity and characteristics of the wastewater discharged into the POTW from each location. Connection Point(s) of Satellite Community's Sewer Collection System to the POTW shall be limited to the locations designated in Exhibit A, or as amended and approved by Springfield in writing, and added as an amendment to this Service Contract.

Additional Connection Point(s), if requested by Satellite Community, may be approved and furnished by Springfield provided Satellite Community pays the Connection Fee (referenced in Section 311) and bears the cost of design and construction of the junction structure(s) or other facility if required to connect, meter, and sample flows contributed at that point. Such additional Connection Point(s) will be

listed in an amendment to Exhibit A upon their approval by Springfield.

SECTION 208. Covenant Against Waste

Springfield and Satellite Community covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the POTW.

SECTION 209. Right of Inspection

Springfield covenants and agrees, upon reasonable notice to Springfield, and the right of Springfield to accompany, to permit Satellite Community and the authorized agents and representatives of Satellite Community to enter the POTW during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Satellite Community, and the right of Satellite Community to accompany, Springfield shall have the right but not the obligation to inspect Satellite Community's Sewer Collection System.

SECTION 210. No Vested Rights of Satellite Community in POTW

Satellite Community shall not acquire any vested rights in the POTW by reason of this Service Contract. All or any portion of the Contract Sums to be paid by Satellite Community shall be deemed to be current costs of wastewater treatment, and to the extent applicable, operating expenses of Satellite Community's Connection Point(s).

SECTION 211. POTW Capacity

The wastewater that Springfield agrees to receive from the Satellite Community

Sewer Collection System shall not exceed an Average Annual Daily Flow of 1.32 MGD, provided, however, this provision shall not constitute a reservation of capacity but only the right to use Springfield's POTW based upon its availability.

If Satellite Community's average daily flow reaches 80% of 1.32 MGD (1.056 MGD) and Satellite Community can demonstrate that the average daily flow of 1.32 MGD will be surpassed before the end date of this contract, Springfield agrees to increase the allowed daily flow from Satellite Community by 20% or to 1.544 MGD, provided available capacity exists at the Northwest Wastewater Treatment Plant and in the Airport Trunk Sewer to accept such additional daily flow.

If it appears there will be insufficient capacity for Springfield to accommodate additional flows anticipated by Satellite Community and the flow anticipated from Springfield sewer customers during the then remaining term of the Service Contract, Springfield will, using reasonable assumptions, advise Satellite Community of the estimated date when new connections to the Satellite Community's Sewer Collection System will not be permitted to connect and ultimately discharge into Springfield's POTW. Springfield may provide Satellite Community with an estimated schedule for the construction of additional facilities to meet the increased demand and a funding proposal to pay for such construction.

SECTION 212. Overflow Response Plan

If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but not later than 180 days after the date hereof) to have and implement a valid Sanitary Sewer Overflow Response Plan (SSORP) for its Sewer

Collection System, which plan shall be filed with MDNR upon their request.

SECTION 213. Mutual Aid Agreement

If Springfield and Satellite Community have not already done so, Satellite Community agrees as soon as reasonably possible (but in no event later than 180 days after the date hereof) to enter into a mutual aid agreement, similar to that document attached hereto as Exhibit B, with Springfield pertaining to its Sewer Collection System, which shall outline the costs and response obligations of both parties in the event that assistance is requested.

ARTICLE III

PAYMENT BY SATELLITE COMMUNITY

SECTION 301. Agreement to Pay

Satellite Community agrees to pay Springfield for the treatment and disposal of its wastewater, as provided in Section 201 hereof, the Contract Sum provided for in Section 304 hereof.

SECTION 302. Satellite Community's Source Funds

The Contract Sum shall be paid by Satellite Community regardless of whether or not Satellite Community collects rates and charges from its connected users. If the user fees paid to Satellite Community are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid, plus any delinquent charge,

shall be paid by Satellite Community from its other income, revenues and property, as may be necessary to fully pay the Contract Sum.

SECTION 303. Satellite Community Collection of Charges

Satellite Community agrees to provide, by an appropriate ordinance or other governing rules, for the imposition and collection of a charge for the use of Satellite Community's Sewer Collection System or any part thereof, said charge to be sufficient to provide, and from time to time be revised to always be sufficient to provide Satellite Community with sufficient funds to pay the Contract Sum; Satellite Community further agrees to annually budget and appropriate such monies.

SECTION 304. The Contract Sum

Satellite Community's quarterly bill shall be comprised of a Volume Related Charge, High Strength Surcharges (if applicable), and Billing & Meter Charge, as follows:

A. Volume Related Charges - those charges directly attributable to the flow, as measured by the meter, at or near the Connection Point(s) established in Section 207 and Exhibit A. The Volume Related Charge shall be billed based on the preceding three months of volume as determined by the flow meters. The Volume Related Charge shall be established by Springfield City Council and amended from time to time.

B. High Strength Surcharges (if applicable) - Industrial Users connected to Satellite Community's Sewer Collection System who discharge Total Suspended Solids

(TSS) or Biochemical Oxygen Demand (BOD) in excess of an established limit as defined in Springfield's Wastewater Regulations shall be required to pay additional surcharges as established by Springfield City Council and amended from time to time. These surcharges will be assessed to the Industrial User by Satellite Community and will be calculated based on sampling procedures established in Springfield's Wastewater Regulations. Sampling will be required as a means to determine characteristics of wastewater contributed by Industrial Users within the Satellite Community's Sewer Collection System and will be at the expense of Satellite Community.

C. Billing and Meter Charge - those charges associated with administration and billing of Satellite Communities as well as the establishment, repair, and maintenance of Springfield's meters and meter structures located at or near the Connection Point(s). These costs will be determined as part of Springfield's Annual Fee Study and may include staffing costs associated with administering the billing program, capital costs of the meters and metering structures, and the repair, operation and maintenance of the meters and structures.

The fees and charges billed by Springfield per Section 304 of this Service Contract shall be deemed to be expenses of operating Springfield's POTW, and the assessment of the same against Satellite Community users shall not require confirmation, approval, or ratification by the Satellite Community by either ordinance or resolution. The duty of Satellite Community to pass necessary implementing legislation to impose sewer charges upon its customers as required by this Service Contract is deemed to be a ministerial duty and an operating expense of the Satellite

Community. In the event Satellite Community has an objection to a rate or charge included by Springfield in the fee for the use of Springfield's POTW, Satellite Community shall be obligated to collect such rate or charge and pay under protest that portion of the fee to which it objects stating therein the reason for the protest. Failure to pay under protest shall be deemed an acceptance of such rate or charge. Procedures set forth in Section 310 shall apply to any such protest.

SECTION 305. Meter Reading and Calibration

This Section 305 is subject to change due to technological improvements in wastewater measurements. As needed, Springfield will perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters. Springfield will make reasonable efforts to provide flow data to Satellite Community with each quarterly invoice, however lack of providing such data will not constitute a breach of this contract on Springfield's behalf, nor does it in anyway remove or reduce Satellite Community's obligation to comply with any term of this Contract.

As needed, Springfield's staff will calibrate and verify calibration of the meter at each meter structure. With a minimum twenty-four (24) hours' notice, representatives of Satellite Community may accompany Springfield's staff and/or Contractor and observe the calibration of the meter.

Satellite Community shall have the right, at their expense, to confirm meter calibration and/or to request supporting data needed to verify meter calibration. Satellite Community shall, no later than sixty (60) days after the visit or receipt of supporting

data, advise Springfield of any differences regarding the meter calibrations, and the parties shall attempt to resolve any such differences. Neither the failure of Satellite Community to observe Springfield's calculation of flow or meter calibration, nor the failure of Satellite Community to advise Springfield and record in writing any differences between Satellite Community's readings or calibrations and those of Springfield shall affect the requirements of Section 304.

If, for any reason, Springfield's metering equipment is out of service or out of repair so that flow volumes for any period cannot be ascertained, Springfield shall estimate such volumes delivered during the period when the metering equipment is out of service or out of repair based on volumes during earlier periods under similar conditions when the metering equipment was registering properly. Satellite Community shall accept such estimate unless it is able to more accurately estimate such volumes delivered to the reasonable satisfaction of Springfield, in which case Satellite Community's estimates shall be used.

SECTION 306. Payment of Contract Sum

The Contract Sum shall be billed quarterly by Springfield, as determined in Section 304. In all events, the quarterly billing shall be due and payable within thirty (30) days.

SECTION 307. Delinquent Payment of Satellite Community

Any Contract Sum not paid within thirty (30) days from the date of billing will be considered delinquent and an additional charge of 9% per annum for each month or

portion thereof that the bill remains delinquent will be added thereto. Upon failure to make any such payment, the right to make any additional connection to the Satellite Community Sewer Collection System shall cease and Satellite Community shall not issue any permit for the construction of any building or structure requiring a connection to the Satellite Community Sewer Collection System.

Springfield may commence legal proceedings or available administrative proceedings against any Satellite Community which is delinquent in the payment of the Contract Sum. However, failure to commence legal proceedings or available administrative proceedings in a certain time frame does not limit or waive any legal right to pursue the delinquent payment.

Any overpayment by Satellite Community shall be credited against its payment obligations to Springfield for subsequent periods, and any underpayment shall be paid by Satellite Community within fifteen (15) days after Springfield's delivery of the final statement, with interest as provided in this section 307.

SECTION 308. Contracts with Others

No municipality, or other similar entity shall be permitted to connect to the POTW unless it has first duly entered into a contractual agreement with Springfield similar to this Service Contract, for payment of Contract Sums.

SECTION 309. Satellite Community's User Charge System

In conformance with Section 303 of this Service Contract, Satellite Community shall establish and maintain a User Charge System. The purpose of Satellite

Community's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the Satellite Community's Sewer Collection System as well as Satellite Community's payment of the Contract Sum to Springfield. By signing this Service Contract, Satellite Community specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

This Section 309 shall not be construed as conferring on Springfield, and Springfield shall not have, any right of review or approval of Satellite Community's User Charge System. Satellite Community shall maintain its User Charge System in accordance with applicable law.

SECTION 310. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum, and any matters involving the duties or obligations of either party to this Service Contract, that are unable to be resolved between Springfield and Satellite Community, shall be presented in writing to the other party, and shall include specific facts supporting the dispute. Satellite Community shall have thirty (30) days from the date of receipt of Springfield's Quarterly Billing to present the written notice that it is contesting the bill. Failure by Satellite Community to notify Springfield in writing, and to pay in full the disputed portion of a bill under protest within said thirty (30) day period, shall constitute a waiver on the part of Satellite Community and Satellite Community shall be deemed to have agreed to the accuracy of said bill. In the event of a properly notified dispute concerning a bill, or any

matter involving the duties or obligations of either party to this Service Contract, the parties, by their designated representatives, shall meet, confer and discuss such disputes and possible resolutions within 90 days after presentation. The representatives thereafter shall again meet, confer and discuss the disputed issues within 30 days after the conclusion of the first meeting and after conferring with the governing bodies of each of the signatories to this Service Contract, or their representatives, each party shall reduce to writing their points of agreement, points of disagreement, and recommendations, which writing shall not be used as evidence in any subsequent litigation, rather only to clarify issues.

In the event the dispute is not resolved, the parties may, by mutual consent, agree to mediate, or if they are unable to agree to mediation, either party may proceed to litigate the matter in court or take any other action authorized by this Service Contract. Such mediation shall be binding or nonbinding, as the parties may at that time agree to in writing.

During any dispute the parties shall continue to comply with the terms of this Service Contract. Neither party shall delay or postpone any performance under this Service Contract pending resolution of any disputes or disagreements except as the parties may agree.

SECTION 311. Connection Fees

In addition to other sums payable by Satellite Community hereunder, Satellite Community agrees to pay to Springfield a "Connection Fee" for all future Connection Point(s) of Satellite Community's Sewer Collection System to the POTW as such fee

amounts are reasonably and equitably determined by Springfield from time to time during the term of this Service Contract and pursuant to Section 207.

SECTION 312. Annual Records and Report

A. Certified Annual Report:

It will be the responsibility of the Satellite Community to submit to Springfield, by the 60th day following the end of Springfield's fiscal year, or by August 31, an annual report regarding the Satellite Community's previous year's activity regarding its Sewer Collection System and use. The annual report shall be certified by an authorized representative of the Satellite Community to be true and correct to the best of Satellite Community's collective knowledge, and shall include at a minimum:

(1) Industrial Waste Survey in accordance with the requirement of 40 CFR Part 403; and

(2) If applicable, Pretreatment Annual Report in accordance with the reporting requirements of 40 CFR Part 403; and

(3) Sewer construction permits approved by MDNR along with the associated Public Improvement plans for all wastewater improvements constructed during the previous year; and

(4) Summary of compliance activities for Food Service Establishments connected to the Satellite Community Sewer Collection System, specifically with regard to fats, oils and grease (FOG) control.

B. Failure to comply:

Failure to provide the above referenced certified annual records and report may be considered a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief.

ARTICLE IV

MISCELLANEOUS

SECTION 401. Effective Date

The effective date of this Service Contract is the date as set out in the first paragraph of this document.

SECTION 402. Performing Duties

Springfield will faithfully and punctually perform all duties with respect to the POTW required by law and all grant or Bond Documents. Satellite Community will so perform all duties with respect to the POTW and its Sewer Collection System required by law, including the Ordinances, this Service Contract, or other governing rules of Satellite Community, and any grant or Bond documents, including but not limited to the prompt payment of the Contract Sums charged by Springfield pursuant to Article III of this Service Contract.

SECTION 403. Further Assurances

At any and all times, Springfield and Satellite Community shall (insofar as they

may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums, and other funds pledged or assigned, or intended so to be, of which Springfield or Satellite Community, as the case may be, may heretofore or hereafter become bound to pledge or to assign, and to comply with the Act.

SECTION 404. Limitations Upon Consent

Whenever, under the terms of this Service Contract, Springfield is authorized to give its written consent, Springfield in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such manner as it shall deem advisable. Such written consent shall not be unreasonably withheld.

Acceptance by Springfield of Satellite Community's sewage in the volume or with characteristics exceeding or violating any limit or restriction provided by or pursuant to this Service Contract, in one or more instances or under one or more circumstances, shall not constitute a waiver of such limit or restriction or of any of the provisions of this Service Contract, and shall not in any way obligate Springfield thereafter to accept or to make provisions for sewage delivered and discharged into the POTW in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

SECTION 405. Form of Consent

All consents of any party required under this Service Contract shall be given in writing. Whenever under the terms of this Service Contract Satellite Community is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official and under its seal (if any), of an ordinance (or other governing rule) adopted by its governing body giving such consent. Whenever under the terms of this Service Contract Springfield is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official, and under its seal, of an ordinance or resolution adopted by Springfield and giving such consent.

SECTION 406. Conformity with the Laws and Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Wastewater Regulations established by Springfield, as amended from time to time.

SECTION 407. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or a discontinuance of service appertaining to the POTW or to Satellite Community's Sewer Collection System.

SECTION 408. Nonassignability

Other than as specifically provided herein, no party to this Service Contract may assign any interest herein to any person without the written consent of all the other parties hereto at that time; and the terms of this Service Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, and in the absence of any prejudicial impairment of any obligation of Service Contract hereby imposed.

SECTION 409. Amendments

This Service Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 410. Severability

If any provision of this Service Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Service Contract and this Service Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 411. Execution of Documents; Further Acts

This Service Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Service Contract.

SECTION 412. Waiver

No waiver by either party of any term or condition of this Service Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Service Contract.

SECTION 413. Remedies

If permitted by law, this Service Contract shall be specifically enforceable by any party hereto.

SECTION 414. Entirety

This Service Contract, inclusive of the above referenced exhibits, which are attached hereto and made a part hereof, merges and supersedes all prior negotiations,

representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

SECTION 415. Applicable Law; Jurisdiction; Captions

This Service Contract and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Service Contract be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Service Contract.

SECTION 416. Injunctive Relief

Satellite Community shall provide injunctive relief at the request of Springfield to restrain the violation or attempted violation of any of the provisions of this Service Contract and all amendments or Exhibits hereto. Upon failure of Satellite Community to act within ten (10) days of written request, Springfield shall be authorized to so proceed, in Satellite Community's name, if necessary. Such failure to act on the part of the Satellite Community maybe deemed a breach of this Service Contract.

SECTION 417. Authority

Satellite Community shall have immediate and continuing right to discharge wastewater, or as otherwise permitted hereunder, into Springfield's POTW at the agreed to Connection Point(s), on condition that Satellite Community agrees to promptly

enforce the restrictions, proscriptions, penalties and other terms provided for herein against any person discharging into the Satellite Community Sewer Collection System, or POTW, in violation of the same. In the event of Satellite Community's failure to take action, Satellite Community authorizes Springfield to take all legal actions necessary to enforce the terms of this Service Contract and all exhibits thereto, in Satellite Community's name, if necessary. In the event of such failure Springfield may declare such failure to be a breach of this Service Contract.

SECTION 418. Notice

Any notice required by the terms of this Service Contract shall be sent via certified mail, return receipt requested, as follows:

To Springfield:

Errin Kemper, P.E. (or Acting)
Director of Environmental Services
840 Boonville Ave
Springfield, MO 65802

To Satellite Community:

Brad Gray (or Acting)
City Administrator
City of Willard
224 W Jackson
PO Box 187
Willard MO. 65781

SECTION 419. Indemnification

Satellite Community agrees to defend, indemnify and hold harmless Springfield, and its officers, agents, and employees, from and against any and all claims, suits,

actions, demands, losses, causes of action, liabilities, judgments, costs, damages, and expenses relating to, or in any way arising out of, this Service Contract that Springfield may sustain, incur or become liable for or on account of this Service Contract, including but not limited to loss, damage, or injury to person or property related in any way to the subject matter of this Service Contract, or caused by the negligent, intentional or unintentional acts or omissions of the Satellite Community and its officers, employees or any other agents, as well as the actions of its users connected to the Satellite Community Sewer Collection System.

Springfield shall hold harmless Satellite Community from and against all claims, losses and causes of action of third parties against Satellite Community, including all claims, losses, and causes of action of third parties for personal injuries, wrongful death, and damage to property, caused by Springfield's gross negligent use, maintenance, and operation of the POTW.

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed on behalf of Springfield by the Springfield City Council and attested to by the Springfield City Manager, and on behalf of Satellite Community by its authorized representative at the dates shown respectively.

(Remainder of page intentionally left blank)

CITY OF WILLARD, MISSOURI

By _____
Mayor

Date: _____

ATTEST:

_____
City Clerk

Date:_____

CITY OF SPRINGFIELD, MISSOURI

By_____
City Manager

Date: _____

ATTEST:

_____
City Clerk

Date:_____

Approved as to Form: _____
City Attorney, Willard

Approved as to Form: _____
City Attorney, Springfield

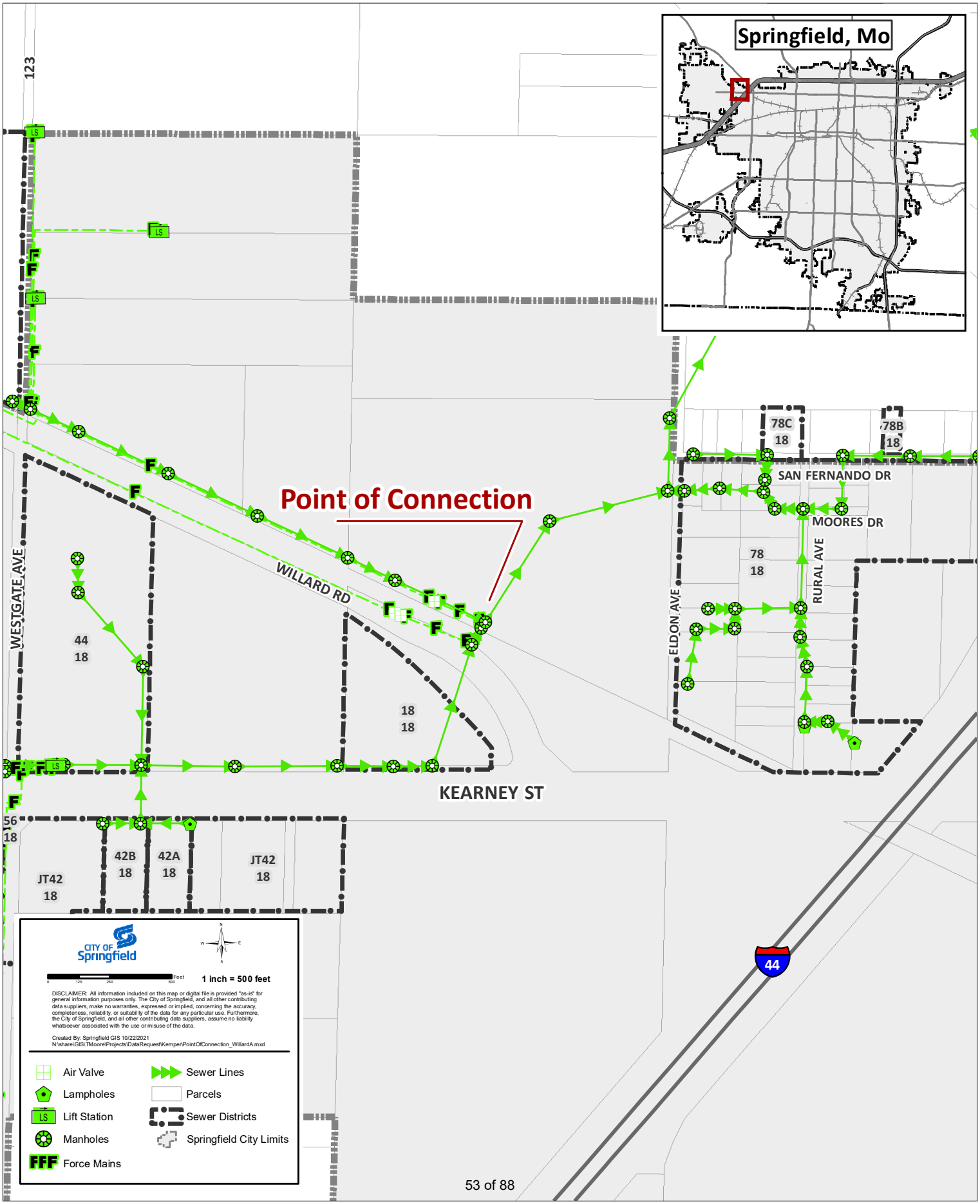
Contract No: _____

Exhibit A

List, and illustrative map, of Connection Point(s):

Location	Description	Manhole/Asset ID	Latitude	Longitude
Willard to Springfield Forcemain	NE Quadrant of the intersection of Willard Road and Kearney Street (Exhibit A1)	L15SW004	37.243447	-93.359237
Willard to Springfield Forcemain (to be constructed)	NE Quadrant of the intersection of West Farm Road 106 and North Farm Road 103 (Exhibit A2)	K12L3E006LS	37.25813	-93.410873

Point of Connection - Exhibit A1



Point of Connection - Exhibit A2

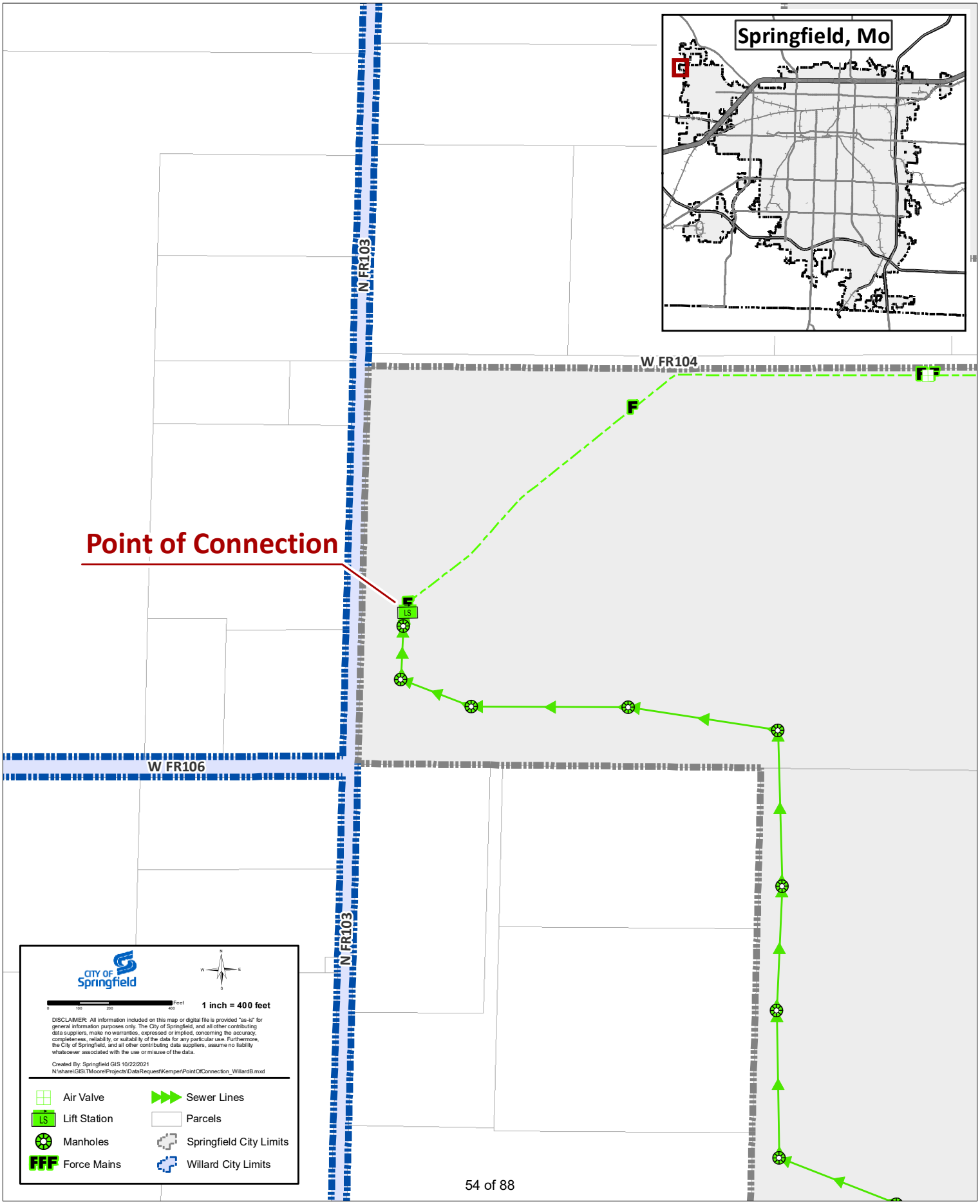


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Exhibit B

BOUNDARY AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of ~~December~~ January 2008, (the "effective date") by and between the City of Springfield, Missouri, hereinafter called "Springfield" and the City of Willard, hereinafter called "Willard."

WITNESSETH

WHEREAS, the constitution of the state and statutes of Missouri authorize inter-local governmental agreements between political subdivisions; and

WHEREAS, the City of Willard ("Willard") and the City of Springfield ("Springfield") have entered into an agreement dated April 15, 2004 ("Wastewater Contract") which provides that Springfield will treat the wastewater from the Willard Sewer System as defined in the Wastewater Contract; and

WHEREAS, Willard has annexed land outside of the Willard Service Area that is located within the Airport Zone of the Springfield-Branson National Airport; and

WHEREAS, Willard would like to provide for its own sewerage treatment facility to serve the Meadows subdivision and other areas that are located outside of Willard Service Area; and

WHEREAS Willard has entered into a contract to purchase the water and sewer assets of the Meadows Water Company and has sought approval of the sale by the Missouri Public Service Commission ("PSC") as required by law; and

WHEREAS, Springfield has intervened in the application of Willard and the Meadows Water Company to sell the water and sewer assets in order to determine how its interest might be affected by the sale; and

WHEREAS, Springfield and Willard are interested in establishing a boundary line for future annexations for Willard and Springfield that will promote long range planning, protect the environment, establish priorities for capital expenditures and construction of public infrastructure so that citizens and businesses can plan knowing where the future boundary might be located between the two communities; and

WHEREAS, the establishment of the Boundary Line (Exhibit 1) shown on the Boundary Map (Exhibit 2) does not require Willard or Springfield to annex land that is located in their respective Boundary Area

WHEREAS, the establishment and maintenance of the Airport Zones at the Springfield Airport are critical to protecting the Airport and the environment within the Airport zones; and

WHEREAS, Springfield has adopted the state law with respect to Airport Zones and has adopted additional zoning laws to protect citizens from noise and airplane over-

flights within Airport Zones and certain types of light and electrical devices that interfere with avigation in the Airport Zones which is identified as the Airport Zoning Law; and

WHEREAS, Willard has adopted the state law on Airport Zoning and has stated that it will also adopt the Springfield Airport Zoning law in order to protect the Airport Zones; and

WHEREAS, Willard and Springfield have determined it is in their mutual interest to resolve all issues concerning the annexation of land in the Airport Zone, the sale of the sewer and water assets of the Meadows Water Company and alleged violations of the Wastewater Contract by the establishment of a boundary line that will delineate the future boundaries between the two communities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Springfield and Willard as follows:

SECTION 1. **Definitions.**

Airport Zone - The definition set forth in Section 305.400(1) RSMo.

Boundary Line - Is a line described on **Exhibit 1** that is generally shown as the green line on Exhibit 2, the Boundary Map.

Boundary Map - **Exhibit 2.**

Springfield Boundary Area - Is an area that is south or east of the Boundary Line shown

on **Exhibit 2.**

Willard Boundary Area - Is an area that is north or west of the Boundary Line shown

on **Exhibit 2.**

SECTION 2. **Annexation.**

A. Boundary Areas.

Willard shall not annex any land that is south or east of the Boundary Line described on **Exhibit 1** in the Springfield Boundary Area as shown on the Boundary Map, a copy of which is attached hereto and incorporated herein as **Exhibit 2.** Springfield shall not annex any land that is north or west of the Boundary Line in the Willard Boundary Area as shown on the Boundary Map.

B. Airport Zones.

Willard shall not annex any additional area that is located within any Airport Zone as

shown on **Exhibit 3** until the state of Missouri has enacted legislation authorizing such annexation by adopting amendments to the state law in accordance with **Exhibit 4**. In the event legislation is passed that is different from **Exhibit 4** such legislation shall not satisfy the requirement of this subsection without the written consent of both parties. The parties agree to support such legislation and will make their best efforts to obtain passage of the legislation as shown in **Exhibit 4**. The Mayors' of Springfield and Willard shall write letters to the members of the General Assembly from the area in support of such legislation.

In the event the legislation is enacted that is different than shown in Exhibit 4, Willard shall not annex any land within the Airport Zones until both parties consent in writing to changes to the legislation. Any action by Willard in violation of this subsection shall be deemed a breach of this agreement.

C. Annexation Along Certain Farm Roads.

Willard shall not annex any land located within the Airport Zones adjacent to the Farm Roads purportedly annexed into Willard by an ordinance adopted by Willard as Bill No 07-20, Ordinance No. 070611A until the State of Missouri has enacted legislation authorizing such annexation in accordance with **Exhibit 4**. Willard hereby waives any objection that it might have to the timeliness of a challenge by Springfield, the Attorney General of the State of Missouri, or the Greene County Prosecuting Attorney, based on the statute of limitations to the annexation of right-of-way of Farm Roads 101, 103, and 106 as set forth in Bill No 07-20, Ordinance No. 070611A that was given first reading at the City Council meeting of June 11, 2007 and second reading at the City Council meeting of June 24, 2007 which ordinance annexes land into the city limits of Willard until the state of Missouri has enacted legislation authorizing such annexation in accordance with **Exhibit 4**.

For the purpose of the annexation laws of this state the annexation described in subsection 2.D shall not be considered contiguous to Willard until the state of Missouri has enacted legislation in accordance with **Exhibit 4**. Willard shall not use the annexation described in subsection 2.D for the purpose of annexing additional land until the state of Missouri has enacted legislation authorizing such annexation in accordance with **Exhibit 4**.

SECTION 3. <u>Airport Zones.</u>

A. Adoption of Airport Zoning Law.

Willard shall adopt as part of its Zoning Ordinance the Airport Zoning Law which is attached hereto as **Exhibit 5** prior to annexing any additional land within the Airport Zones and shall keep in full force and effect at all times the Airport Zoning Law.

1. Willard shall include within its Zoning Ordinance specific procedures for processing applications for rezoning of property located within the Airport Zones. Such procedures shall at a minimum include opportunity for review

by the City of Springfield Planning Department and mediation of any disputes, as set forth in Section 3.C of this Agreement. Additionally, Willard shall include within its City ordinances a procedure for processing building permit applications requiring certification as set forth in Section 3.D.

2. Willard shall strictly enforce the Airport Zoning Law for land already within the Willard city limits and the Airport Zones, and with respect to any land annexed by Willard after the date of this agreement which is located within the Airport Zones. The obligation to maintain, administer and enforce the Airport Zoning Law in accordance with the procedures set forth in this agreement shall exist independently of any amendment to the section 305.410 RSMo.

B. Annexation By Willard.

1. Willard shall not voluntary annex any property within an Airport Zone under procedures set forth in section 71.012 RSMo. unless the applicant requests Airport Zoning.

2. Willard shall not provide sanitary sewer service to any property that requests annexation under procedures for annexation set forth in sections 71.012.or 71.015 RSMo. within an Airport Zone until the property has been rezoned in accordance Exhibit 5.

3. Any proposal by Willard pursuant to section 71.015. RSMo. to annex property within an Airport Zone shall include within the ordinance proposing the annexation and the plan of intent a statement showing that the proposed zoning for areas within the Airport Zones will be as set forth in Exhibit 5 and that sewer services will be provided to areas within Airport Zones not sooner than the date that the property is rezoned in accordance with Exhibit 5. If such area is annexed by Willard, Willard shall submit a rezoning request to rezone the property in accordance with the ordinance proposing annexation and its plan of intent set forth therein.

C. Processing of Requests to Zone Property Within the Airport Zones.

1. All requests for zoning changes and subdivision of land including any administrative approval of the subdivision of land within the Airport Zones within the city limits of Willard shall be submitted by Willard to the Springfield Planning Department for comment as to whether or not it complies with the Airport Zoning Law and if the subdivision of land is consistent with the Airport Zoning Law prior to Willard processing the request.

2. If Springfield determines that the request complies with the Airport Zoning

Law it shall notify Willard in writing no later than thirty (30) days after receipt by Springfield.

3. In the event Springfield determines that the requested change in zoning violates the Airport Zoning Law, Springfield shall notify Willard in writing no later than thirty (30) days after receipt by Springfield stating the reason that it does not comply. If Willard agrees with such determination, it shall deny the application and notify the applicant. If Willard does not agree with Springfield's determination, Willard shall notify Springfield and the parties shall meet to discuss the matter. Mediation before an outside mediator shall be pursued if the meeting of the parties fails to achieve consensus. If mediation fails and both parties agree, the matter shall be submitted to binding arbitration. In the event the matter is not resolved, either party may request a declaratory judgment to interpret and enforce the Airport Zoning Law by the Circuit Court of Greene County, Missouri. If the parties cannot agree, the request shall not be processed until there is an agreement or a final determination as to whether or not the request complies with the Airport Zoning Law. The applicant shall be notified of any arbitration or mediation of the matter and may participate in any arbitration or mediation proceedings provided that the applicant agrees to be bound by such decision.

D. Administration of the Airport Zoning Law.

1. Willard shall administer the Airport Zoning Law according to their terms.

2. A building permit shall not be issued by Willard if the work to be performed pursuant to the permit violates the Airport Zoning Law.

3. Prior to issuing a building permit or any other permit designated by Springfield, Willard shall submit to Springfield the following information and a certification on a form substantially as in **Exhibit 7** that contains the following:

   a. A statement listing the height of any building or structure and that it does not violate the Airport Zoning Law.

   b. A statement listing the intended use or uses and that it does not violate the Airport Zoning Law.

   c. A statement that the building or structure will contain soundproofing as required by the Airport Zoning Law.

   d. An executed easement from the owner of the property where the building or structure will be built on a form approved by Springfield which easement shall be submitted to Springfield for approval and recorded prior to the issuance of the permit.

e. A statement by the builder and property owner on a form approved by Springfield that they are aware of the limitations set forth in the Airport Zoning Law including limitations on lighting and electrical devices that could interfere with the avigation and communications with airplanes in the Airport Zone, and that they will comply with such laws in the use of the property which statement shall be approved by Springfield and recorded prior to the issuance of the permit. Provisions of this subsection may be added to the avigation easement. Willard shall notify Springfield of the permit request. If Springfield believes the request seeks to build in violation of the Airport Zoning Law, it shall notify Willard in writing within fifteen (15) days of receipt of the certification.

f. Any statement required by Springfield with respect to any other matter determined by Springfield that is germane to administration of the Airport Zoning Law and the issuance of permits by Willard.

4. If either Willard or Springfield has questions as to whether or not the permit complies with the Airport Zoning Law Willard shall not issue the permit until a determination has been made as set forth below.

a. Upon notification by Springfield or Willard that there is a question concerning administration of the Airport Zoning Law, the parties shall discuss the matter and if both parties agree the matter shall be resolved as agreed to by the parties. If the parties cannot agree on a resolution, the matter shall be submitted to mediation before an outside mediator. If mediation fails and the parties agree, the matter shall be submitted to binding arbitration. In the event the matter is not resolved by arbitration or mediation, either party may request a declaratory judgment by the Circuit Court of Greene County, Missouri, to interpret and enforce the Airport Zoning Law or take such other action as authorized by law. The applicant shall be notified of any arbitration or mediation of the matter and may participate in any arbitration or mediation. If the applicant participates in any arbitration of the matter, the applicant shall be bound by such decision. Willard shall not issue the building permit in the Airport Zone until the parties agree to a resolution or the pending arbitration decision is final or a court has issued its final judgment in the declaratory judgment action.

5. Willard shall include in its City Code provisions that any permit issued in violation of the Airport Zoning Law is void. Willard shall also include in its City Code provisions that gives Willard the authority to issue stop work orders for any work that is being performed in violation of the Airport Zoning Law including other remedies to enforce the Airport Zoning Law as may be requested by Springfield.

6. If a permit has been issued in violation of the Airport Zoning Law Willard shall take immediate action to issue a stop work order under its Building Code, enjoin any violation of the Airport Zoning Law, or otherwise stop the violation.

7. Upon completion of the work for which the permit has been issued, Willard shall inspect the work to determine that it has been built in accordance with the Airport Zoning Law. Willard shall certify to Springfield upon the completion and inspection of the work that it has been completed in accordance with the Airport Zoning Law.

8. Willard stipulates that its failure to perform its permitting, compliance monitoring, enforcement, and abatement responsibilities under this agreement may cause irreparable harm for which there is no adequate remedy at law, and upon failure of Willard to act immediately upon Springfield's request to perform any of its responsibilities hereunder, officials of the City of Springfield shall be authorized to do all things necessary to abate in accordance with lawful procedures or enjoin the violation.

9. If Springfield believes Willard is not properly enforcing the Airport Zoning Law, Springfield shall notify Willard in writing, specifying the alleged failure, and the parties shall meet to determine if the matter can be resolved. If the matter can not be resolved, Springfield shall be authorized to do all things necessary to abate or enjoin the violation.

E. Willard shall keep records of all permits issued within the Airport Zone and inspection of the work.

F. Nothing contained herein shall be construed to limit the right of any applicant to appeal any decision by Willard provided any appeal shall be made within thirty (30) days after notification of the decision. Any appeal or application to the Board of Adjustment with respect to the application of the Airport Zoning Law or Willard's City Code shall be made to the a Joint Board of Adjustment comprised of the City of Willard Board of Adjustment and the Springfield Board of Adjustment., upon such authorization being granted in the statutory amendment proposed in **Exhibit 4.** Willard shall modify its City Code and Zoning Ordinance to provide for such procedures. Springfield shall modify its Zoning Ordinance to grant authority to its Board of Adjustment concerning these matters.

G. **Additional Remedies.**

Springfield, as owner of the airport, shall have authority to enforce the Airport Zoning Law against Willard, or any person violating the Airport Zoning Law by quo warranto, injunction, mandamus and declaratory judgment, and may include in such lawsuits officials or employees from Willard to the extent they are necessary parties, upon such authorization being granted in the statutory amendment proposed in **Exhibit 4** provided

however this subsection shall not be construed to limit rights that Springfield has to enforce this agreement or its rights at common law.

SECTION 4. **Utilities.**

A. Water.

1. **City Utilities Existing Water Customers.** The Board of Public Utilities of City of Springfield (City Utilities), an administrative board of Springfield shall have the right to serve water customers within either of the Boundary Areas. City Utilities shall retain the right to continue to serve its existing water customers within both Boundary Areas. If any area within the Willard Boundary Area is hereafter annexed by Willard, City Utilities shall retain the right to continue to serve existing customers within such area, in accordance with the appropriate franchise agreements adopted by Willard.

2. **Willard Existing Water Customers.** Willard shall have the right to serve water customers within either of the Boundary Areas. Willard shall retain the right to continue to serve its existing water customers within the both Boundary Areas. If any area within the Springfield Boundary Area is hereafter annexed by Springfield, Willard shall retain the right to continue to serve existing customers within such area in accordance with the appropriate franchise agreements adopted by Springfield.

3. **Intent.** In the event any court or public agency having jurisdiction over water agreements in Missouri determines Subsection 4 A. (2) requires PSC approval under sections 247.172 or 394.312 RSMo.., the provisions shall be null and void. Such provisions are severable from other provisions of this agreement. It is not the intent of the parties for the above provisions to displace competition.

B. Sanitary Sewer Service.

1. **Willard Existing Sewage Customers.** Willard shall not provide sanitary sewer service to any property that is located south or east of the Boundary Line within the Springfield Boundary Area shown on the Boundary Map except pursuant to a written agreement with Springfield.

2. **Springfield Existing Sewage Customers.** Springfield shall not provide any sanitary sewer service to any property that is located north or west of the Boundary Line within the Willard Boundary Area on the Boundary Map except pursuant to a written agreement with Willard.

3. **Right-of-Way Cooperation for Sewer Lines.** Willard shall cooperate with respect to the location of sewer lines by Springfield within the right-of-way on roads within the city limits of Willard by granting to Springfield the right to use such rights-of-ways on reasonable terms and conditions. Springfield shall only have the right to locate sewer lines within the Willard Boundary Area if necessary for the operation of the Springfield Publicly Owned Treatment Works as defined in the

Wastewater Contract dated ____ of _____ 2004, Springfield shall cooperate with respect to the location of sewer lines by Willard within the right-of-way on roads within the city limits of Springfield by granting to Willard the right to use such right-of-ways on reasonable terms and conditions. Willard shall only have the right to locate sewer lines within the Springfield Boundary Area if necessary for the operation of the Willard Sewer System.

SECTION 5. **Performing Duties.**

Springfield shall faithfully and punctually perform all duties with respect to this agreement as required by the Constitution and Laws of the State and the ordinances of Springfield. Willard shall faithfully and punctually perform all duties with respect to this agreement as required by the Constitution and Laws of the State and the ordinances of Springfield.

SECTION 6. **Modification.**

Except as herein provided, this Contract may not be changed or modified except upon mutual consent in writing approved by the governing bodies of both Willard and Springfield. Such change or modification may be requested by either party, in which event a meeting of the representatives of both parties shall be held within sixty (60) days after giving them a written notice, at which meeting the requested changes or modifications shall be considered and discussed.

SECTION 7. **Severability.**

If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein, unless such invalid or unenforceable provision was an essential basis upon which a party entered into this Contract.

SECTION 8. **Execution of Documents.**

This Contract shall be executed in four (4) or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other action as is necessary to give effect to the terms of this Contract.

SECTION 9. **Waiver.**

No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Contract.

SECTION 10. **Entirety.**

This Contract merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof, and constitutes the entire agreement between the parties hereto in respect thereof, save and except the Wastewater Agreement and any amendments thereto, and the Settlement Agreement approved by Willard and Springfield on the day of December ___, 2007.

SECTION 11. **Dispute Resolution.**

Upon notification by Springfield or Willard that there is an alleged violation of this agreement or question of interpretation concerning any other matter not covered by specific dispute resolution provisions herein, notice shall be sent by Willard or Springfield stating the matter the alleged violation or question. The parties shall meet and discuss the matter within thirty (30) days. If the parties cannot agree on a resolution, the matter shall be submitted to mediation before an outside mediator. If mediation fails and the parties agree, the matter shall be submitted to binding arbitration. In the event the matter is not resolved by arbitration or mediation, either party may request a declaratory judgment by the Circuit Court of Greene Country, Missouri, to interpret and enforce this agreement or take such other action as authorized by law.

SECTION 12. **Effective Date.**

This contract shall be effective upon approval by both the City Council of the City of Springfield and the Board of Aldermen of the City of Willard and the execution of this agreement by both parties. .

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of Springfield by its City Manager and attested to by the City Clerk, and on behalf of Willard by its Mayor and/or their designees at the dates shown respectively.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Bob Cumley, City Manager

Date: 1-14-08

CITY OF WILLARD, MISSOURI

By: _____
Jamie Schoolcraft, Mayor

Date: _____

Approved as to Form:

_____
City Attorney, City of Springfield

Date: _____

Approved as to Form:

_____
City Attorney, City of Willard

Date: 1/14/08

LIST OF EXHIBITS TO
BOUNDARY
AGREEMENT

Exhibit No. 1 - Description of the Boundary Line.

Exhibit No. 2 - Boundary Map.

Exhibit No. 3 - Airport Zones at the Springfield-Branson National Airport.

Exhibit No. 4 - Proposed Amendment to State Airport Zoning Law.

Exhibit No. 5 - Airport Zoning Law

Exhibit No. 6 - Willard Service Area - The area from which Springfield will treat sewerage from the Willard Sewer System also described in Exhibit A attached to the Wastewater Contract dated April 15, 2004, between Springfield and Willard as amended.

Exhibit No. 7 – Certification Form

EXHIBIT 1
BOUNDARY LINE

Description of line of agreement between the Cities of Springfield and Willard, Missouri.

Commencing at the point of intersection of the centerline of the Sac River and the Greene/Lawrence County lines, said point being the northern most point of a parcel of land touching the County Line and recorded in Book 2740 page 1070 of the Greene County Recorders office; thence north along the County line, also being the west line of Section 6 Township 29 North Range 24 West to a point 1,082 feet north of the centerline of the Sac River along the County line as the point of beginning. Leaving the County line, thence eastward to the north rights-of-way of Farm Road 17 located north of the Sac River and west of Highway F; thence continue eastward with the north rights-of-way of Farm Road 17 to Highway F; crossing Highway F to the north rights-of-way of Highway F; thence continuing eastward with the north rights-of-way of State Highway F, crossing Farm Road 35, Farm Road 39, Farm Road 47, Farm Road 59, to a point on the north rights-of-way of State Highway F and a parcel of land recorded in Book 2622 page 0443 of the Greene County Recorders Office, located in the Southwest 1/4 of Section 2, Township 29 North, Range 24 West said point being 810 feet east of the east rights-of-way of Farm Road 59, thence leaving the north rights-of-way of State Highway F, thence south crossing the rights-of way of State Highway F to the south rights-of-way of State Highway F and the north line of a parcel owned by James L. Squibb (parcel # 881502100005); thence continue south along this route 2,476 feet to a point; thence South 45 degrees East a distance of one rod; thence eastward crossing another James L. Squibb parcel (parcel # 881501202042) and the Bois d'Arc school parcel (parcel # 881501202007) to the extended south rights-of way of Farm Road 63; thence continue eastward with the with the south rights-of-way of Farm Road 63 to a point where Farm Road 63 joins State Highway T; thence continue eastward with the south rights-of-way of State Highway T crossing Farm Road 71, now leaving the south rights-of -way of State Highway T, continue on the same east/west line to the south rights-of-way of the Burlington Northern Santa Fe Railroad (formally the Frisco Railway Company); thence continue southeastward with the south rights-of-way of the Burlington Northern Santa Fe Railroad rights-of-way crossing the rights-of-way of Farm Road 75, Farm Road 81, State Highway EE, Farm Road 89, Farm Road 93, Farm Road 124, Farm Road 97, State Highway AB to the point of intersection of the city limits of Springfield as described in general ordinance # 5566 and general ordinance # 5587 and effective 20 July, 2006, said point being located on the south rights-of-way of the Burlington Northern Santa Fe Railroad; now leaving the south rights-of way of the Burlington Northern Santa Fe Railroad, and point being of the west line of northeast quarter of Section 14, Township 29 North Range 23 West; thence north with the west line of the east half of Sections 14, 11, and 2 of Township 29 North Range 23 West to the north rights-of-way of State Highway EE; thence east with the north rights-of-way of State Highway EE to the east rights-of-way of Farm Road 103; thence north with the east rights-of-way of Farm Road 103 to the north line of a parcel recorded in Book 2562 page 1948, now leaving the rights-of-way of Farm Road 103; thence east with the north line of the parcel recorded in Book 2562 page 1948 to the northern northeastern corner of this parcel, thence continue east along the same course but now along the northern line of Frances Curtis parcel (Parcel # 881402100018) to its northeastern intersection with the eastern most west line of a parcel recorded in Book 2562 page 1948; thence

north with the eastern most west line of the above cited parcel and the west line of a parcel recorded in Book 1617 page 662 to the south rights-of way of Farm Road 94; thence east with the south rights-of-way of Farm Road 94 to the intersection of the southwest rights-of-way of US 160; thence southeasterly with the south and west rights-of-way of US 160 crossing Farm Road 115, and continuing to the extended intersection of the eastern rights-of-way of Farm Road 123 (also known as Westgate Ave - said intersection is where US 160 and Farm Roads 106 and Farm Road 123 meet); thence north with the extended and east rights-of-way of Farm Road 123 to the point of intersection of the southern north line of a parcel recorded in Book 1420 page 69; thence east with the southern north line of this cited parcel to the eastern west line of this parcel; thence north with the eastern west line of this parcel to the south rights-of-way of Farm Road 102; thence east with the south rights-of-way of Farm Road 102 to a point of intersection of an extended western line of a parcel of land recorded in Book 2989 page 2677; now leaving the south rights-of-way of Farm Road 102, thence with the extended and west line of the above cited parcel north to the south rights-of-way of Farm Road 127; now crossing the rights-of-way of Farm Road 127 to the north rights-of-way of Farm Road 127; thence west and north with the north and east rights-of-way of Farm Road 127 to the intersection of the south rights-of-way of Farm Road 94; thence east with the south rights-of-way of Farm Road 94 to point of intersection of the extended west rights-of-way of Farm Road 129; thence north with the extended rights-of-way and west rights-of-way of Farm Road 129, crossing Farm Road 92, Farm Road 88, the centerline of the South Dry Sac River, Farm Road 72, to the south rights-of-way of State Highway O; thence westward with the south rights-of-way of State Highway O, crossing Farm Road 127 Farm Road 125, State Highway HH, Farm Road 117, to the centerline of the Little Sac River; now leaving the south rights-of-way of Highway O and along the centerline of the Little Sac River, thence northwestward and downstream with the centerline of the Little Sac River to a point of intersection of the crest line of a ridge, as shown on USGS Contour Maps and the ridgeline is located in the north half of a parcel owned by James Treese (parcel # 880819400008); thence continue northwest with the ridgeline through a parcel # 8808192000025 parcel # 880819300018, through parcel recorded in book 2004 page 070792-04, through parcel recorded in book 2004 page 043284-04, through a parcel recorded in book 2005 page 047010-05; thence crossing Farm Road 74; and continuing along the ridge line or basin boundary line of the Little Sac River through a parcel recorded in book 2004 page 065380-04, through a parcel recorded in book 2296 page 0154, now through a parcel owned by Lonnie Lee (parcel # 880819200028), continuing with ridge line now within a parcel recorded in book 2006 page 040232-06, now the ridgeline turns slightly northeastward and then sharply westward in a parcel recorded in book 2086 page 0968; now the ridgeline crosses Farm Road 105 and turns sharply northwestward through a parcel recorded in book 2080 page 0415, the ridgeline continues northwestward then turns westward in a parcel recorded in book 2005 page 065747-05; now the ridgeline continues westward and turns northward in a parcel recorded in book 2003 page 067200-03; now crossing Farm Road 64; the ridgeline now is northward in parcel recorded in book 1767 page 1302; thence continuing north with the ridgeline through parcel recorded in book 2255 page 1999; now crossing Farm Road 60; thence northward through a parcel recorded in book 2458 page 1090, through a parcel owned by Micheal Reighard (parcel # 880712300028); thence northwesterly with ridgeline through a parcel recorded in Book 2634 page 0230; thence northwesterly with ridgeline through Donald Tucker's parcel (parcel # 880712200002); now crossing Farm Road 54; thence continuing northwesterly through a parcel recorded in Book 2368

page 2225; thence northwesterly continuing to follow the ridge line of the Little Sac River through a parcel recorded in Book 2004 page 053813-04; thence northwesterly through a parcel recorded in Book 2543 page 0553; thence continuing northwesterly through a parcel recorded in Book 2543 page 0556; thence northwesterly into a parcel recorded in Book 2313 page 0172; now crossing State Highway Z; thence northwesterly into a parcel recorded in Book 2543 page 0547; thence turning north and northeasterly with the ridge line of Little Sac River into a parcel recorded in Book 2543 page 0547 (two parcels with same recording data); thence northeasterly with the ridge line through a parcel recorded in Book 2543 page 0544; now crossing Farm Road 42 and west of State Highway Z; thence northerly through a parcel recorded in Book 2767 page 0744; thence north through Ross Hill Cemetery a parcel recorded in Book page 0890; now crossing Farm Road 34; thence northeasterly with the drainage ridgeline of the Little Sac River through a parcel recorded in Book 1799 page 0836; thence northeast with the ridgeline to a point on the west rights-of-way of State Highway Z, said point is 460 feet south of the intersection of Farm Road 30 and the west rights-of-way of State Highway Z; thence northward with the west rights of State Highway Z; now crossing Farm Road 22, State Highway BB, and ending at the point of intersection of the west rights-of-way of State Highway Z and the Greene/Polk County line, said point is located in the northwest 1/4 of section 14, Township 31 North, Range 23 West and is the north easternmost point of a parcel recorded in Book 2239, page 2014.

Boundary Map - Exhibit 2

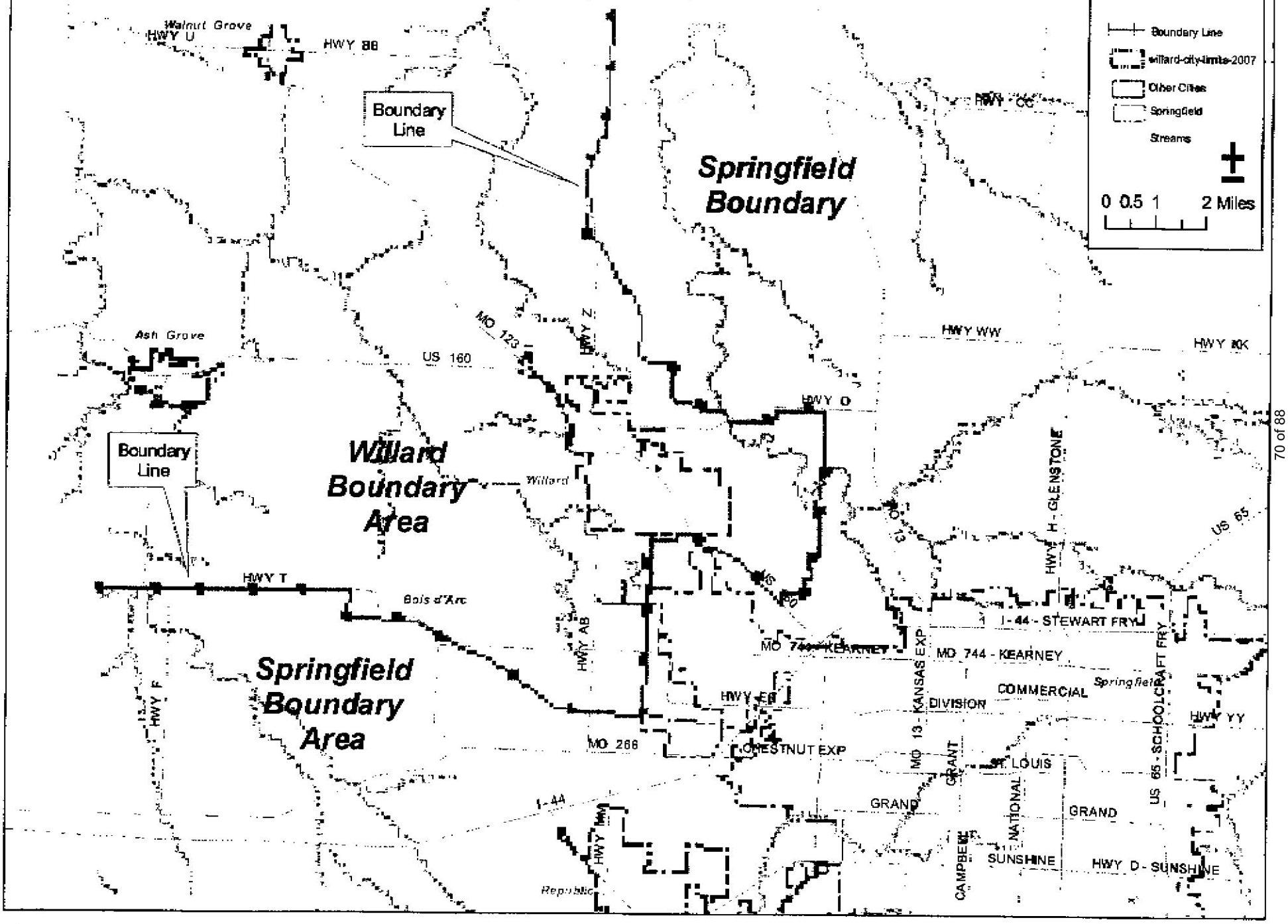

EXHIBIT 3

Airport Zoning Zones

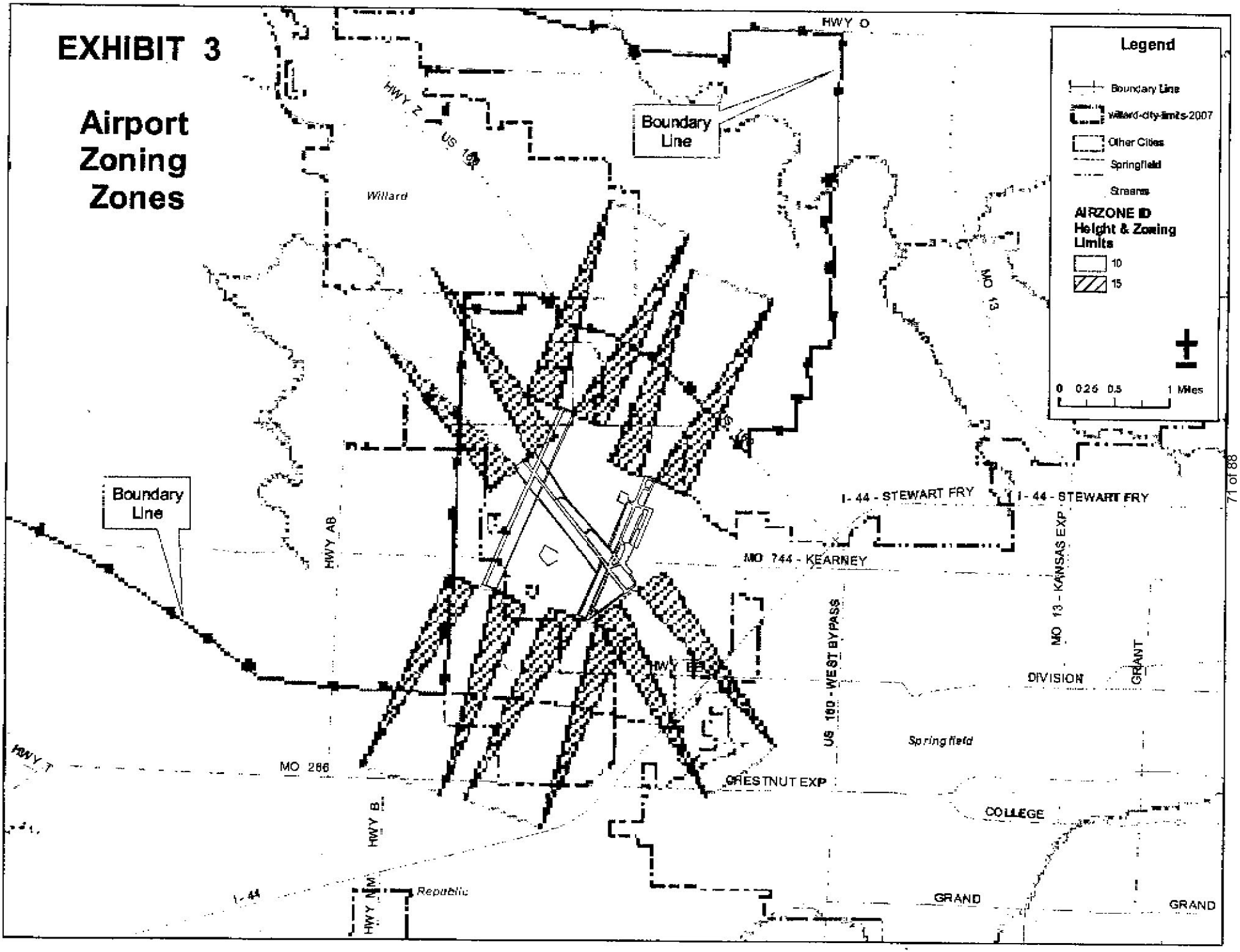

EXHIBIT NO. 4
AMENDMENT TO STATE AIRPORT ZONING LAW

305.410. Annexation of land within airport zone prohibited, exception (Greene County)

Notwithstanding any other law to the contrary, annexation of land located within an airport zone by any city, town or village other than the municipality which owns the airport is prohibited, nor shall any areas be incorporated in such airport zones **unless the municipality that owns the airport has entered into an agreement pursuant to section 70.220 with a city, town or village that has adopted the airport zoning ordinance of the municipality owing the airport and agrees to enforce and administer such zoning. Any city, town or village, including its officers or employees, that has agreed to enforce and administer the the airport zoning ordinance of the municipality that owns the airport who fails to enforce or administer the airport zoning ordinance or the terms of an agreement for enforcement and administration shall be subject to injunction, quo warranto, mandamus or the remedies set forth in the agreement. If the city, town or village fails to enforce the airport zoning law of the municipality as agreed to with the municipality owing the airport, the municipality owing the airport shall in addition to all other remedies in this section have the right to enforce against the person who is in violation by injunction or declaratory judgment.**

Notwithstanding any other law to the contrary the powers of the board of adjustment under section 89.080 may be vested in a board of adjustment consisting of members of the municipality that own the airport and members from the city, town or village that annexes land within the airport zone in accordance with an agreement to enforce and administer the zoning set forth in 305.405 and the airport zoning of the municipality that owns the airport. Notwithstanding any other law to the contrary the concurring vote of eight members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance.

89.080. Board of adjustment--appointment--term--vacancies--meetings

Such local legislative body shall provide for the appointment of a board of adjustment, and in the regulations and restrictions adopted pursuant to the authority of sections 89.010 to 89.140 may provide that the board of adjustment may determine and vary their application in harmony with their general purpose and intent and in accordance with general or specific rules therein contained. The board of adjustment shall consist of five members, who shall be residents of the municipality **except as provided for in 305.410**. The membership of the first board appointed shall serve respectively, one for one year, one for two years, one for three years, one for four years, and one for five years. Thereafter members shall be appointed for terms of five years each. Three alternate members may be appointed to serve in the absence of or the disqualification of the

regular members. All members and alternates shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. The board shall elect its own chairman who shall serve for one year. The board shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to sections 89.010 to 89.140. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record. All testimony, objections thereto and rulings thereon, shall be taken down by a reporter employed by the board for that purpose

V.A.M.S. 89.080

89.090. Board of adjustment--powers

1. The board of adjustment shall have the following powers:

(1) To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of sections 89.010 to 89.140 or of any ordinance adopted pursuant to such sections [FN1];

(2) To hear and decide all matters referred to it or upon which it is required to pass under such ordinance;

(3) In passing upon appeals, where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of such ordinance, to vary or modify the application of any of the regulations or provisions of such ordinance relating to the construction or alteration of buildings or structures or the use of land so that the spirit of the ordinance shall be observed, public safety and welfare secured and substantial justice done, provided that, in any city with a population of three hundred fifty thousand or more inhabitants which is located in more than one county, the board of adjustment shall not have the power to vary or modify any ordinance relating to the use of land.

2. In exercising the above-mentioned powers such board may, in conformity with the provisions of sections 89.010 to 89.140, reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as ought to be made and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the

applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance **except as provided in 305.410.**

AMENDED EXHIBIT 5
AIRPORT ZONING LAW

Section 4-2600. AO - Airport Overlay Districts

4-2601. **Purpose.** The Airport Overlay Zoning Districts are intended to regulate the development of noise-sensitive land uses, to promote compatibility between the Springfield-Branson National Airport and the surrounding land uses, to protect the Springfield-Branson National Airport from incompatible development and to promote the health, safety, and general welfare of property users.

4-2602. **Airport Overlay Zoning Districts.** The Airport Overlay Zoning Districts shall be known and designated as AO-1 and AO-2 and shall be shown on the *Official Zoning Map.*

4-2603. **Overlay Districts Boundaries.**

A. The AO district boundaries shall include:

1. AO-1 district: all areas within two-thousand (2,000) feet of any airport runway centerline extending out ten-thousand (10,000) feet from both ends of any airport runway

2. AO-2 district: all areas encompassing the airport zones defined in the *Airport Zoning Law, Rev. Mo. Stat. Chapter 305,* defined as follows:

   Beginning at a point on the end of any runway and on the centerline of the runway; thence to the right a distance of five-hundred (500) feet on a course perpendicular to said centerline to a point; thence to a point two-thousand (2,000) feet to the right of and perpendicular to the centerline extended which point is directly opposite a point ten-thousand (10,000) feet from the end of the runway on the said centerline extended away from the runway; thence to a point two-thousand (2,000) feet to the left of and perpendicular to the centerline extended which point is directly opposite a point ten-thousand (10,000) feet from the end of the runway on the said centerline extended away from the runway; thence to a point five-hundred (500) feet to the left of the point of beginning and perpendicular to the said centerline; thence to the point of beginning.

B. The bearings for the centerlines of the runways and the end of the runways identified below are shown on the 2007 Airport Layout Plan that is currently under review with the Central Division of the Federal Aviation Administration a copy of which is on file at the office of the

Director of Aviation for the Springfield-Branson National Airport. The reference point for the centerline and end of each runway shall be:

1. Latitude/Longitude Spatial Coordinate System

	Latitude	Longitude
a. Runway 02:	37° 13° 59.178"	93° 23° 25.807"
b. Runway 02L:	37° 14° 17.520"	93° 24° 23.215"
c. Runway 20:	37° 15° 12.642"	93° 22° 49.073"
d. Runway 20R:	37° 15° 49.322"	93° 23° 37.327"
e. Runway 14:	37° 15° 18.871"	93° 24° 01.831"
f. Runway 32:	37° 14° 16.736"	93° 23° 00.634"

2. Missouri State Plane Coordinate System

	Easting	Northing
a. Runway 02:	X = 1381214.6944	Y = 510834.8577
b. Runway 02L:	X = 1376608.4014	Y = 512722.9890
c. Runway 20:	X = 1384272.8939	Y = 518223.9910
d. Runway 20R:	X = 1380407.4785	Y = 521973.2329
e. Runway 14:	X = 1378396.5476	Y = 518911.9993
f. Runway 32:	X = 1383286.0121	Y = 512579.7662

4-2604. **Split-Zoned Tracts and Structures.**

A. Where a part of a tract of land lies within an Airport Overlay Zoning District, the district requirements shall only apply within the part of the tract located in the district. The AO-2 district shall take precedence over the AO-1 district.

B. A structure which is located partly within an Airport Overlay Zoning District and partly outside shall be considered to be entirely within an Airport Overlay Zoning District. The AO-2 district shall take precedence over the AO-1 district.

4-2605. **Allowed Uses.**

A. Within the Airport Overlay Zoning Districts as defined herein, no land shall be used and no structure or other object shall hereafter be erected, altered, converted, or modified other than for those compatible land uses permitted by the underlying zoning districts.

1. The following land uses are prohibited in the AO-1 district, regardless of underlying zoning district, except as modified by the AO-2 district.
   a. Residential:
      Single-family residential, including mobile homes
      Two-family, town houses and multi-family residential
      Manufactured housing developments
      Rooming, boarding & lodging houses

   b. Public Use:
      Schools/colleges
      Hospitals/clinics
      Churches, auditoriums, and concert halls
      Community Center
      Day Care Center/preschool
      Libraries/museums
      Group Homes
      Day Care Homes

   c. Recreational:
      Outdoor carnival/circus
      Playfield/stadium
      Drive-In Theater

2. In the AO-2 , no dwellings shall be permitted to be constructed or enlarged other than single-family dwellings, including manufactured homes, each of which shall be on a lot or parcel of land of ten (10) acres or more. When these uses are allowed within the AO-2 district, measures to achieve outdoor to indoor Noise Level Reduction (NLR) as outlined in *Subsection 4-2608* are required. If a lot of less than ten (10) acres lawfully existed at the effective date of this Article, a single-family dwelling or manufactured home may be placed or enlarged on the lot provided: a) an avigation easement has been granted by the City, and b) outdoor to indoor Noise Level Reduction (NLS) as outlined in Subsection 4-2608 is installed in the dwelling unit or the addition to the dwelling unit as a part of the construction.

2. The following land uses are prohibited in the AO-2 district, regardless of underlying zoning district:

   a. Hotels and motels

B. *Subsection 4-2605* does not apply to property within the official boundaries of the Springfield-Branson National Airport.

4-2606. **Additional Land Use Regulations.**

A. When a subdivision plat or building permit is required for any property within an Airport Overlay Zoning District the property owner shall dedicate an avigation easement to the City over and across that property. This easement shall establish a height restriction on the use of the property and hold the public harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near Springfield-Branson National Airport.

B. Notwithstanding any other provisions of this Article or other section of the *Springfield City Code*, no use may be made of land, water, or structures within any zoning district established by this Article in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, or result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or flight operations of aircraft utilizing the airport.

C. No building or structure shall be constructed nor shall any landscaping growth be maintained which exceeds fifty (50) feet in height in an Airport Overlay Zoning District.

4-2607. **Certification of Plans.**

A. The Director of Building Development Services shall not issue a building permit for any structure within the zones set forth in *Subsections 4-2602* and *4-2603* unless the plans and specifications accompanying the application for said building permit have been certified by a Registered Professional Engineer or Registered Professional Architect in the State of Missouri as meeting the Noise Level Reduction (NLR) standards specified in *Subsection 4-2608*.

B. The Registered Professional Architect or Engineer must certify that said plans and specifications shall reduce the noise impact from outdoor to indoor noise level, at least the minimum specified in this *Section*, using commonly accepted engineering and architectural acoustical practices.

4-2608. **Noise Level Reduction (NLR) Standards.**

A. In an Airport Overlay Zoning District, allowed land uses shall meet minimum construction standards to achieve a minimum outdoor to indoor NLR of thirty (30) decibels. The Director of Building Development Services shall establish rules for how to determine if construction standards will achieve a minimum outdoor to indoor NLR of thirty decibels which shall be filed with the City Clerk.

B. The required minimum NLR applies to all portions of a structure where the public is received, office areas, public assembly rooms, sleeping areas, noise sensitive areas, or where the normal noise level is low.

New Definitions.

Airport Runway: A surface used for landing or taking off of aircraft which is shown on a duly adopted airport master plan of the City of Springfield and includes all such runways shown thereon, whether existing or proposed, including extension of such runways.

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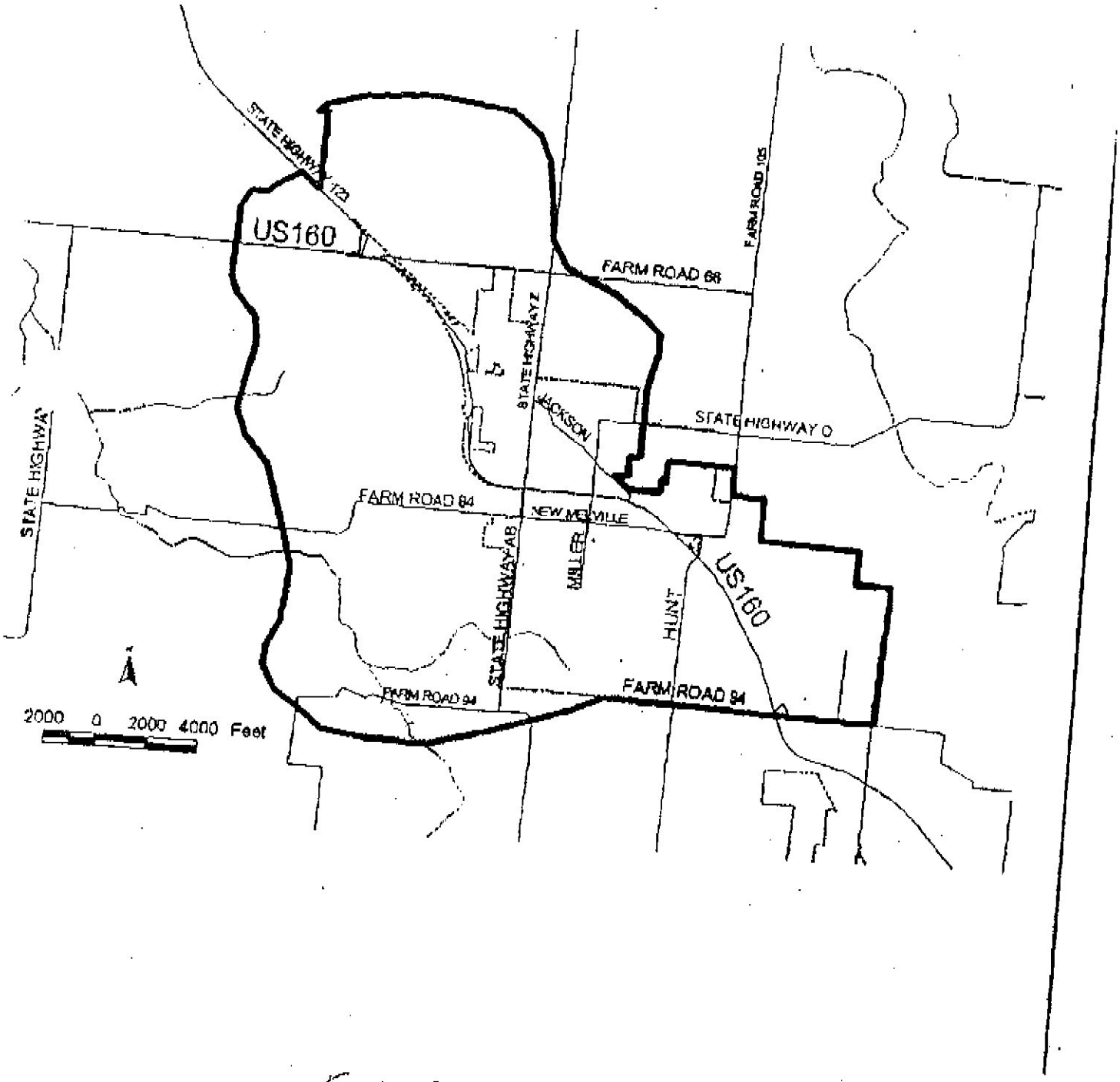

STATE HIGHWAY 123
US160
FARM ROAD 66
FARM ROAD 105
STATE HIGHWAY Z
JACKSON
STATE HIGHWAY O
STATE HIGHWAY
FARM ROAD 84
NEW MOMVILLE
STATE HIGHWAY AB
MILLER
HUNT
US160
FARM ROAD 94
FARM ROAD 94
2000 0 2000 4000 Feet

EXHIBIT 6

CERTIFICATE OF COMPLIANCE
EXHIBIT 7

I, _____, the building code inspector for the City of Willard do hereby certify to the City of Springfield the following statements:

1. That the height of any building shown on the application for the building permit is does not exceed _____ feet and does not violate the Airport Zoning Laws.

2. That the statement of the use for the property as shown on the building permit is for _____ and does not violate the Airport Zoning Laws.

3. That the application for a building permit shows that the building or structure will contain soundproofing as required by the Airport Zoning Laws.

4. That the owner of the property where the building or structure will be built has executed an easement/restriction on a form approved by the City of Springfield which is attached and submitted to Springfield for approval and recording prior to the issuance of the building permit.

I understand that this certification will be relied upon by City of Springfield and under my hand I hereby give this certificate and declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

_____
Building Code Inspector

EXHIBIT C

MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement ("Agreement") is made and entered into by the City of Springfield ("Springfield") and the City of Willard (herein referred to as "Willard"), a municipal corporation, to provide mutual assistance in times of emergency; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

Article VI, Section 16 of the Constitution of the State of Missouri and Missouri Revised Statutes Section 70.220 authorize one or more political subdivision of the state to contract for the cooperative performance of any governmental service, activity or undertaking which each political subdivision is authorized by law to perform.

Ensuring that wastewater systems provide and maintain their services effectively promotes the safety, health and welfare of the residents and visitors and is a fundamental function of government.

In consideration of the mutual covenants and agreements set forth herein, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I
PURPOSE

Purpose. Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, materials and supplies, the undersigned hereby establish this Mutual Aid and Assistance Agreement. Under this Agreement, Springfield and Willard agree to, when deemed appropriate by both parties, coordinate response activities and share resources during an emergency affecting the wastewater system of either Party. This Agreement sets forth the procedures and standards for administering such aid in times of emergency and for the responding party to recover costs associated with their response.

ARTICLE II
DEFINITIONS

2.1 Agreement means this Mutual Aid and Assistance Agreement, including all amendments and addendums thereto.

2.2 Authorized Official means an employee, officer, or designee of the party that is authorized to request assistance; offer assistance; refuse to offer assistance or withdraw assistance under this Agreement.

2.3 Effective Date means the date established in accordance with Section 9.1.

2.4 Emergency means any occurrence that is or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of the party to fully manage and mitigate internally. An emergency need not be declared pursuant to Mo. Rev. Stat. §44.010-44.130 to be an Emergency under this Agreement.

2.5 Period of Assistance means a specified period of time when the Responding Party assists the Requesting Party. The period commences when personnel, equipment, or supplies depart from Responding Party's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.

2.6 Requesting Party means the party who requests aid or assistance under this Agreement.

2.7 Responding Party means the party that responds to a request for aid or assistance under this Agreement.

ARTICLE III
RESPONSIBILITIES OF THE PARTIES

3.1 Authorized Official and Contact Information. Parties shall identify an Authorized Official and alternates and shall provide contact information including 24-hour access information. This information should be updated as needed to ensure that it is current. and will be included on Springfield's quarterly wastewater billing and Willard's annual report as required by Section 312 of the wastewater service contract.

ARTICLE IV
REQUEST FOR ASSISTANCE

4.1 Party Request. In the even of an Emergency, a Party's Authorized Official may request mutual aid and assistance for its wastewater system from the other Party. Requests for assistance may be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing and forwarded to the Requesting Party as soon as practicable, but in no event later than 3 days after the initial request. Requests for assistance shall be directed to the Authorized Official of the other Party.

When making a Request for Assistance, the Party shall provide the following information:

a. A general description of the assistance needed;
b. The part of the wastewater system for which assistance is needed;
c. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
d. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Responding Party; and
e. A description of work conditions and special constraints such as availability of fuel, supplies, lodging/meal support, medical facilities, security, communications, etc.

4.2 Response to a Request for Assistance. After a Party receives a Request for Assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Party whether it will provide the requested assistance.

If the Party is willing and able to provide assistance, the Party shall provide the following information to the Authorized Official of the Requesting Party:

a. A description of the personnel, equipment and materials available to respond;
b. The estimated length of time the personnel, equipment and materials will be available;
c. The name of the person or persons to be designated as supervisory personnel; and
d. The estimated time when the assistance can arrive at the location designated by the Authorized Official of the Requesting Member.

4.3 Discretion of Responding Party's Authorized Official. Execution of this Agreement does not create any duty to respond to a Request for Assistance. When a party receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Party's Authorized Official on the availability of resources shall be final.

ARTICLE V
RESPONDING PARTY PERSONNEL

5.1 Personnel. During the period of Assistance, employees of a Party remain employees of that Party. Personnel sent by a Responding Party shall remain under the direct supervision of the Responding Party.

5.2 Status. To the extent provided by law, whenever the Responding Party's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Responding Party.

5.3 Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Party's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Party's Authorized Official as soon as practicable under the circumstances.

ARTICLE VI
COSTS OF RESPONSE AND COST REIMBURSEMENT

6.1 Cost Reimbursement to Responding Party. Unless otherwise mutually agreed in whole or in part, the Requesting Party shall reimburse the Responding Member for the categories of costs listed in Section 6.2 to 6.4 incurred during the specified Period of Assistance. The Responding Party shall track, record and submit its costs incurred during the specified Period of Assistance as provided in Sections 6.2 to 6.4.

6.2 Personnel Costs. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Responding Party's personnel costs shall include the base salaries and overhead costs of responding personnel.

6.3 Equipment and Equipment Costs. Responding Party's costs for equipment used during the specified Period of Assistance shall include, but not be limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and/or unloading of loaned equipment. If Responding Party equipment is loaned to the Requesting Party, all equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. Requesting Party must reimburse Responding Party for any damages to equipment.

6.4 Costs for Materials and Supplies. Responding party's cost for expendable or nonreturnable materials and supplies shall be based on in kind or actual replacement costs, plus handling charges.

6.5 Payment Period for Cost Reimbursement. Responding Party will provide an itemized bill to the Requesting Party for all expenses incurred by the Responding Party while providing assistance under this Agreement. The Requesting Party must pay the bill in full within 60 days following the billing date. The Requesting Party may request additional periods of time within which to pay the itemized bill, and Responding Party shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Party.

ARTICLE VII
RISK ALLOCATION

7.1 Immunity. All parties are governmental entities entitled to governmental immunities under law, including but not limited to Section 537.600 Rev. Stat. Mo. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 537.600 Rev. Stat. Mo, or any subsequent amendments thereof.

7.2 Party Responsible for Own Actions. Each Party shall bear the risk of its own actions, as it does with its day-to-day operations.

7.3 Employee Claims. The employees of a Responding or Requesting Party shall be covered by his or her employing Party for purposes of workers' compensation, unemployment insurance, and benefits under Chapter 287 Rev. Stat. Mo. regardless of whether the Party employer is a Responding or Requesting Party.

7.4 Insurance. Parties shall maintain insurance policies or maintain self-insurance programs that cover activities that it may undertake by virtue of this Agreement.

7.5 Survival of Obligations. The obligations set forth in this Article VII shall survive the termination or expiration of this Agreement.

ARTICLE VIII
DISPUTES

8.1 Disputes. If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Parties shall attempt to resolve the dispute by negotiation.

ARTICLE IX
EFFECTIVE DATE; MODIFICATION; TERMINATION

9.1 Effective Date. This Agreement shall be effective upon the date signed by the last party to this agreement.

9.2 Initial Term of Agreement; Renewal. The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement.

9.3 Termination. Either Party may terminate this Agreement at any time, for any reason, by providing written notice to the other Party.

9.4 Effect of Termination. A Party's voluntary termination of this Agreement shall not affect in any way any liabilities or obligations incurred under the terms of this Agreement, including, but not limited to, a Party's duty to reimburse a Responding Party for costs incurred during a Period of Assistance.

ARTICLE X
MISCELLANEOUS

10.1 Prior Agreements. The terms of this Agreement shall supersede all prior agreements related to the requesting or providing of assistance for wastewater systems to the extent that such prior agreements are inconsistent with this Agreement.

10.2 Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity

of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalid term or provision.

10.3 Waiver. Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

10.4 Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.

10.5 Non-Discrimination. No Party will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out this Agreement.

10.6 Compliance with Laws; Jurisdiction; Applicable Law. Each Party will comply with all applicable federal, state and local laws, rules and regulations without limitation to those designated within this Agreement. This Agreement and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri.

10.7 Headings. The headings of various articles and sections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

10.8 Prohibition on Third-Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties hereto and no other person or entity has any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.

10.9 No Authority to Bind other Parties. No Party to this Agreement has the authority to enter into contracts or agreements on behalf of another Party to this Agreement. This Agreement does not create a partnership between the Parties, and nothing contained herein shall be interpreted to create an employer-employee, master-servant, joint venture, or principal-agent relationship between the Parties in any respect.

10.10 Execution of Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.

10.11 Entire Agreement. This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, or altered except through a written amendment approved by all Parties.

CITY OF WILLARD, MISSOURI

By _____
City Administrator
City of Willard

Date: _____

ATTEST:

_____
City Clerk

Date:_____

CITY OF SPRINGFIELD, MISSOURI

By_____
City Manager
City of Springfield

Date: _____

ATTEST:

_____
City Clerk

Date:_____

Approved as to Form: _____City Attorney or designee, Willard

Approved as to Form: _____City Attorney or designee, Springfield

Contract No: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 40
Filed: 01-04-22

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 015 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Buc-ee's Springfield, LLC, for improvements to the I-44 / Mulroy Road interchange, improvements to Mulroy Road north of I-44, and extension of public utilities to facilitate the development of property for the Buc-ee's development.

WHEREAS, Buc-ee's Springfield, LLC ("Buc-ee's"), has indicated its desire to construct an approximately 53,000 square foot travel center and 100-pump vehicle fueling facility on property near the intersection of I-44 and Mulroy Road; and

WHEREAS, construction of improvements to the I-44 Exit 84 (Mulroy Road) interchange and to Mulroy Road north of I-44, construction of a new on-site public road (Buc-ee's Boulevard), and extension of numerous public utilities are required to provide a suitable site for development; and

WHEREAS, these public improvements are estimated to cost $8.5 million; and

WHEREAS, Buc-ee's has requested that the City reimburse Buc-ee's for these improvements through an Infrastructure Reimbursement Agreement and a Community Improvement District; and

WHEREAS, the Infrastructure Reimbursement Agreement uses a portion of the local sales taxes generated by the new facility, specifically one-half of each of the 1-cent general sales tax and ¼-cent capital improvements sales tax generated by the facility, to reimburse Buc-ee's up to $4.1 million, including interest, for these public improvements; and

WHEREAS, the Infrastructure Reimbursement Agreement includes Buc-ee's commitment to establish a Community Improvement District on the property after Buc-ee's closes on the property to pay for the balance of the public improvements, and provides that the Infrastructure Reimbursement Agreement shall automatically terminate

if Buc-ee's fails to petition for establishment of the Community Improvement District within thirty (30) days of closing on the property; and

WHEREAS, Buc-ee's has indicated the requested incentives are necessary to make the project financially feasible; and

WHEREAS, development of a Buc-ee's travel center will strengthen the employment and economic base of the City of Springfield.

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

Section 1 – The City Manager, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an Infrastructure Reimbursement Agreement with Buc-ee's, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-015

FILED: 01-04-22

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Buc-ee's Springfield, LLC ("Buc-ee's"), for improvements to the I-44 / Mulroy Road interchange and Mulroy Road north of I-44, and extension of public utilities to facilitate the development of the property for the Buc-ee's development, for a reimbursement amount not to exceed $4.1 Million.

BACKGROUND INFORMATION: Buc-ee's has indicated its desire to construct an approximately 53,000 square foot travel center and 100-pump vehicle fueling facility on property near the intersection of I-44 and Mulroy Road. In order to provide a suitable site, construction of improvements to the I-44 Exit 84 (Mulroy Road) interchange and Mulroy Road, a new on-site public road (Buc-ee's Boulevard), and numerous utility extensions are required.

The required public improvements are estimated to cost approximately $8.5 million. Buc-ee's has requested that the City use both an Infrastructure Reimbursement Agreement and a Community Improvement District to reimburse Buc-ee's for these improvements.

> The Infrastructure Reimbursement Agreement uses a portion of the local sales taxes generated by the new facility. This Ordinance authorizes an Infrastructure Reimbursement Agreement ("Exhibit A") that will reimburse Buc-ee's using one-half of each of the 1-cent general sales tax and ¼-cent capital improvements sales tax. The Agreement has a term of 20 years and includes an interest rate on the unpaid balance of 2%. The cap on reimbursement under the Infrastructure Reimbursement Agreement, including interest, is $4.1M.
>
> The Agreement also contains a commitment to establish a Community Improvement District on the property to pay for the balance of the public improvements. These two incentives are not being requested concurrently because Buc-ee's has not yet closed on the property and the CID Petition must be signed by the property owner. If Buc-ee's does not submit the CID Petition to the City Clerk for review within 30 days after acquisition of the tract where Buc-ee's is proposed to be located, then the Infrastructure Reimbursement Agreement is void. A separate Council Bill to consider approval of the proposed CID Petition will be presented for Council action.

The City has used Infrastructure Reimbursement Agreements in the past to reimburse the developer for public improvements associated with projects such as the Lowe's on North Highway 13, the James River Towne Center/Walmart Supercenter on East

Independence, and Costco on East Chestnut Expressway. These agreements are structured as a contract between the City and the developer, wherein the developer designs, funds and builds certain public improvements and is reimbursed through a portion of the local sales taxes generated by the development. Some communities call these agreements “sales tax rebate agreements.”

Economic Development Incentive Policy

City Council adopted the *Economic Development Incentives Policy Manual* to provide guidance for the use of economic development incentives in 2011 (Resolution 9855) and it has been most recently amended in 2018 (Resolution 10417). The following policies apply to this project.

	General Policies	Response
1	It is the policy of the City of Springfield to consider the judicious use of incentives for projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of development that will, by creating new jobs and retaining existing employment; eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older neighborhoods, facilitate self-sufficiency, and implement the City’s Comprehensive Plan and economic development strategy.	This project will construct public improvements necessary for the development of a Buc-ee’s travel center and fueling facility. The facility will create a minimum of 150 jobs with a starting wage of $15 per hour, health insurance, 401K, and 3 weeks paid time off. This will be the first Buc-ee’s location in Missouri. Buc-ee’s expects to draw 88% of its customers from 20+ miles away, meaning there will be very little cannibalization of City sales tax revenues from existing travel centers or convenience stores.
2	All discretionary incentives will be subject to a “but for” test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. Discretionary incentives will only be granted to those project that would not otherwise occur if incentives were not provided, unless the City council finds there to be an overriding public benefit	Buc-ee’s has indicated that the requested incentives are necessary to make the project financially feasible.

	or a reduction in costs that would otherwise be paid by the City.	
3	Discretionary incentives will be granted only at the level necessary to make the project financially feasible.	Buc-ee's has indicated that the requested incentives are necessary to make the project financially feasible.
4	All projects receiving incentives must be consistent with the City's Comprehensive Plan and must comply with all applicable City zoning and building codes.	The *Growth Management and Land Use Plan* identifies the area surrounding the intersection of Interstate 44 and North Mulroy Road, including much of the Buc-ee's development site, as an appropriate location for medium-intensity retail, office, or housing. The Plan also identifies this area as an Emerging Activity Center, an area where plans, regulations, and public investments should promote additional employment and higher-intensity development. The development site has been recently rezoned to permit commercial activity (Zoning Case Z-19-2021 w/ Conditional Overlay District No. 203). The proposed development is consistent with past Council actions and will comply with all zoning and building codes.
5	Since each project is unique, every proposal will be evaluated under the City's Policies on its individual merit and overall contribution to the local economy and the City's goals.	Buc-ee's pays higher than average retail employee salaries and offers a robust benefit package. They also are viewed as a highly desirable retailer and will attract an estimated 4 million travelers annually who will make a stop and spend money in Springfield.
	Specific Policies	**Response**
6	Infrastructure Agreements will be used for public works improvements only.	Reimbursement will be for public improvements only.
7	Sales tax reimbursement contracts will typically use 50% of the City's 1% general sales tax to reimburse the developer for the public improvements. Dedicated taxes, such as the capital improvements and transportation sales	This ordinance will authorize reimbursing Buc-ee's using 50% of the 1% general sales tax as well as 50% of the ¼% capital improvements sales tax. Capturing a portion of the capital improvements sales tax stream is

	taxes, will not typically be utilized in the sales tax reimbursement.	consistent with the intended purpose of those sales taxes. Capturing a portion of this streams in addition to a portion of the general sales tax will result in a faster reimbursement and less interest accrual.
8	City reimbursement to the developer will typically occur over a three (3) to five (5) year period and will be explicitly defined in the Infrastructure Agreement. Outstanding developer expenditures not reimbursed at the end of the Agreement term will be the developer's responsibility.	This ordinance will authorize a term not to exceed 20 years, however, it is anticipated that reimbursement will occur earlier. In any event, any expenditures not reimbursed at the end of 20 years will be the developer's responsibility. While the recommended term exceeds that typically recommended by the policy, it is the length necessary to fully reimburse the developer for the public improvements which are necessary to make the project financially feasible.
9	The City will pay the developer interest on the unpaid balance of the public improvement at a rate of two percent (2%) over the latest City general obligation bond issue.	The proposed 2% interest rate is lower than permitted by the policy.

REMARKS: Staff recommends approval. No budget adjustment is needed at this time because the proposed Buc-ee's store is not anticipated to begin producing sales tax revenues prior to the end of the current fiscal year. Appropriations for future years will be handled via the annual budget process until the maximum reimbursement cap of $4,100,000 has been reimbursed to Buc-ee's Springfield, LLC.

Submitted and Recommended by:

Sarah Kerner,
Economic Dev. Director

Approved by:

Jason Gage,
City Manager

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2022 (the "**Effective Date**"), by and between BUC-EE'S SPRINGFIELD, LLC, a Delaware limited liability company ("**Buc-ee's"**), and the CITY OF SPRINGFIELD, MISSOURI, a constitutionally chartered home rule city in the state of Missouri ("**City**").

WHEREAS, Buc-ee's intends to purchase the Property and to develop, construct, and operate the Buc-ee's Development on the Buc-ee's Parcel;

WHEREAS, in connection with the construction of the Buc-ee's Development, improvements to the Interstate 44 / Mulroy Road interchange on and off ramps must be made, a section of Mulroy Road north of I-44 must be re-designed and re-constructed, and various utilities and related facilities must be extended to the Property in order to facilitate development of the Property for the Buc-ee's Development; and

WHEREAS, the Buc-ee's Development would create a public benefit, and entering into this Agreement is necessary for Buc-ee's to pursue its proposed development; therefore it is mutually beneficial to both parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are expressly incorporated into this Agreement by this reference as if fully set forth in this Section 1.

2. Definitions. As used in this Agreement, the following terms are defined as follows:

a. "**Buc-ee's**" shall mean Buc-ee's Springfield, LLC, a Delaware limited liability company, and its successors and assigns to the extent provided for in this Agreement.

b. "**Buc-ee's Development**" shall mean an approximately 53,000 square foot Buc-ee's Travel Center fuel center and retail general merchandise facility on the Buc-ee's Parcel.

c. "**Buc-ee's Parcel**" shall mean Lot 1 as depicted on the Plat, and more particularly described by metes and bounds on Exhibit B attached hereto.

d. "**Buc-ee's Purchase Agreements**" shall mean that certain Real Estate Purchase and Sale Agreement dated effective as of March 26, 2021, by and between Childress Family LP, as an owner of a portion of the Property, and CSMS Management, LLC ("CSMS"), an affiliate of Buc-ee's; and that certain Real Estate Purchase and Sale Agreement dated effective as of March 11, 2021, by and between Vivian L. McKinzie, as an owner of a portion of the Property, and CSMS, as each may be amended from time to time.

e. **"City**" shall mean the City of Springfield, Missouri, a constitutionally chartered home rule city in the state of Missouri and its successors and assigns.

f. "**Parties**" shall mean, collectively, Buc-ee's and the City.

g. "**Party**" shall mean, individually, Buc-ee's or the City.

h. "**Plat**" shall mean the plat of the Property submitted to the City for final approval to be recorded as "Cottle's Range Subdivision", a preliminary depiction of which is attached hereto as Exhibit C.

i. "**Property**" shall mean the property depicted on Exhibit A-1 and described on Exhibit A-2 attached hereto.

j. "**Reimbursable Project Costs**" shall mean the actual costs of the Reimbursable Projects which have been completed in accordance with all relevant codes, regulations, statutes, and laws, and which the City has approved in accordance with Section 3B of this Agreement.

k. "**Reimbursable Project Costs Interest**" shall mean interest on the Unpaid Reimbursable Project Costs, which shall bear interest at a rate of two percent (2%) per annum from the date of acceptance by the City of the Reimbursable Projects until paid by the City.

l. "**Reimbursable Projects**" shall mean those specific projects set forth in "Exhibits D and E."

m. "**Reimbursement Cap**" shall mean Four Million One Hundred Thousand and No/100 ($4,100,000.00) Dollars, which shall include all Reimbursable Project Costs and Reimbursable Project Costs Interest.

n. "**Reimbursement Commencement Date**" shall mean the date six months from the later of (i) the date of acceptance by the City of the last completed Reimbursable Project, or (ii) the first date of retail sales at the Buc-ee's Development.

o. **"Reimbursement Due Date**" shall mean February 1, May 1, August 1, and November 1 following each calendar quarter from and after the Reimbursement Commencement Date.

p. "**Reimbursement Funds**" shall mean one-half of the City's 1% general sales tax and one-half of the City's ¼ cent capital improvements sales tax generated solely by the Buc-ee's Development.

q. "**Reimbursement Payment Amount**" shall mean (i) the sum of Unpaid Reimbursable Project Costs as of the end of a calendar quarter and the Reimbursable Project Costs Interest as of the end of such calendar quarter (together, the "Amount Due") if the Amount Due is less than Undisbursed Reimbursement Funds as of the end of the end of such calendar quarter, or (ii) the Undisbursed Reimbursement Funds as of the end of such calendar quarter if the Amount Due is greater than such Undisbursed Reimbursement Funds.

r. **"Undisbursed Reimbursement Funds**" shall mean the Reimbursement Funds actually collected by the City which have not been paid to Buc-ee's.

s. "**Unpaid Reimbursable Project Costs**" shall mean the Reimbursable Project Costs which have not been paid to Buc-ee's.

3. Reimbursable Project Costs.

A. Prior to the opening of the Buc-ee's Development for business to the public, Buc-ee's agrees to perform or cause to be performed those Reimbursable Projects detailed on Exhibits D and E at Buc-ee's sole cost and expense, subject to reimbursement from the City as provided herein. Buc-ee's shall provide all necessary design work for the Reimbursable Projects, and said design work shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Buc-ee's agrees to comply with all laws regarding the payment of prevailing wages to contractors and subcontractors of Buc-ee's, as applicable, to the extent they are involved with the Reimbursable Projects. Buc-ee's agrees to indemnify and hold harmless the City from any damages or claims resulting from any failure of Buc-ee's, or any contractor or subcontractor, to pay prevailing wages pursuant to applicable law.

B. The Reimbursable Projects shall be constructed in accordance with all relevant codes, regulations, statutes, and laws. The Reimbursable Projects shall be deemed completed in accordance with all such codes, regulations, statutes, and laws upon inspection and approval by the directors of the relevant City departments in accordance with the Code of the City of Springfield, Missouri, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon such completion of the Reimbursable Projects, Buc-ee's shall provide itemized invoices, receipts, or other information reasonably required by the City to confirm that the costs qualify as Reimbursable Project Costs. The City shall notify Buc-ee's within 60 days of submission of such amounts if it determines that any costs submitted by Buc-ee's have not been accepted as Reimbursable Project Costs or if it requires additional invoices, receipts, or other reasonably required information to confirm that such submitted costs are Reimbursable Project Costs.

4. City Reimbursement Payment to Buc-ee's, up to Reimbursement Cap. The City agrees to reimburse Buc-ee's for the Reimbursable Project Costs and the Reimbursable Project Costs Interest, but in no event shall the City's obligation exceed the amount of the Reimbursement Cap. Such reimbursement to Buc-ee's shall be made from the Reimbursement Funds. The City shall pay to Buc-ee's the Reimbursement Payment Amount on or before each Reimbursement Due Date until the Reimbursable Project Costs and the Reimbursable Project Costs Interest have been paid in full or the City has paid the Reimbursement Cap. Payments shall be applied first, to the payment of Reimbursable Project Costs Interest, and second, to the reduction of the Unpaid Reimbursable Project Costs. Provided each payment made by the City under this Agreement has been for the full amount required under this Agreement, the City shall not be required to make more than 60 quarterly payments of the Reimbursement Payment Amount.

5. Incorporation of Documents. The following Exhibits attached hereto, are fully incorporated herein as express terms and conditions of this Agreement:

a. Exhibit A-1: Depiction of Property

b. Exhibit A-2: Metes and Bounds Description of Property

c. Exhibit B: Description of the Buc-ee's Parcel

d. Exhibit C: Plat

e. Exhibit D: Public Infrastructure Budget

f. Exhibit E: Public Infrastructure Site Plan

g. Exhibit F: Form of Petition to Establish the Cottle's Range Improvement District (the "CID Petition").

6. Indemnity. Buc-ee's hereby agrees to defend, indemnify, and hold the City, its employees, agents, and officers harmless from and against any and all claims arising out of the performance of the Reimbursable Projects, except to the extent such claims are attributable to negligence or willful misconduct of the City.

7. Assignment. Buc-ee's shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the City thereto; provided Buc-ee's may transfer ownership of the Buc-ee's Parcel, and the Buc-ee's Development, to an affiliate of Buc-ee's (any entity directly or indirectly controlling or controlled by or under direct or indirect common control with Buc-ee's, or which directly or indirectly owns voting securities of an entity directly or indirectly controlled by Buc-ee's) that assumes the obligations of Buc-ee's herein so long as Buc-ee's continues to be responsible for the performance of the obligations contained herein unless expressly excused therefrom in writing signed by an authorized officer of the City.

8. Notice. Any notices, requests, or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed given when received provided that delivery is: (1) by hand delivery, (2) a widely recognized national overnight courier service, or (3) U.S. mail when sent registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to each Party's address set forth below:

To Buc-ee's: Buc-ee's Springfield
327 FM 2004
Lake Jackson, TX 77566
Attn.: Joe O'Leary

Copy to: Buc-ee's Springfield
327 FM 2004
Lake Jackson, TX 77566
Attn.: Legal Department

To City: City Attorney's Office
Fifth Floor
Busch Municipal Building
840 North Boonville
Springfield, MO 65802

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon delivery by U.S. mail as provided above. Rejection or other refusal to accept or inability to deliver by U.S. mail because of change of address, of which no notice is given, shall be deemed to be receipt of the notice,

request, or other communication. By giving at least five days prior notice thereof, any Party may change its mailing address herein.

9. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri and any action, breach, enforcement, or interpretation thereof shall be had only in the Circuit Court of Greene County, Missouri.

10. Full Force and Effect. This Agreement shall be in full force and effect and binding upon the Parties following its execution by both Parties. Buc-ee's warrants and represents that it has the requisite power and authority to enter into this Agreement. The City warrants and represents that it has the requisite power and authority to enter into this Agreement and that this Agreement complies with the City's Charter and all applicable ordinances of the City of Springfield. Subject to this Section, this Agreement shall be binding upon and inure to the benefit of Buc-ee's and the City.

11. Contingency for Acquisition. Notwithstanding anything to the contrary contained in this Agreement, this Agreement is expressly contingent upon the following:

a. The acquisition of the Property by Buc-ee's pursuant to the Buc-ee's Purchase Agreements (the "Acquisition"); and

b. The submission, by Buc-ee's, within thirty (30) days of closing the Acquisition, of a Petition to Establish the Cottle's Range Improvement District (the "CID Petition") substantially in the form of Exhibit F attached hereto and made a part hereof.

In the event Buc-ee's does not acquire all of the Property pursuant to the Buc-ee's Purchase Agreements within 24 months from the Effective Date of this Agreement or submit the CID Petition within thirty (30) days of closing the Acquisition, then this Agreement shall automatically terminate. Promptly following the acquisition of all of the Property pursuant to the Buc-ee's Purchase Agreements, a memorandum of this Agreement shall be recorded in the real property records for the County of Greene, Missouri, and thereafter this Agreement shall run with the Property until such time as the Plat has been recorded, at which time this Agreement shall run only with the Buc-ee's Parcel. Upon the recordation of the Plat, the Parties agree to execute and record a termination of this Agreement as it pertains to the Property other than the Buc-ee's Parcel. Further, upon satisfaction of all the requirements of this Agreement, the Parties agree to execute and record a termination of this Agreement as it pertains to the Buc-ee's Parcel.

12. Event of Default. Buc-ee's shall begin construction of the Buc-ee's Development and the Reimbursable Projects upon Acquisition of the Property. In the event Buc-ee's does not begin construction of the Buc-ee's Development and the Reimbursable Projects within the latter of: (i) two years from the date of building permit approval for the Buc-ee's Development; or (ii) three years from the date of the execution of this Agreement, then this Agreement shall automatically terminate.

13. City Default and Buc-ee's Remedies. In the event of default by the City hereunder, Buc-ee's may notify the City in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and Buc-ee's desires to seek recourse, Buc-ee's may then commence an action and be entitled to such remedies as are provided by law. Additionally, notwithstanding anything to the contrary in this Agreement, Buc-ee's expressly releases the City from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.

14. Buc-ee's Default and City Remedies. In the event of default by Buc-ee's hereunder, the City may notify Buc-ee's in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the City desires to seek recourse, the City may then commence an action and be entitled to such remedies as are provided by law. Notwithstanding anything to the contrary in this Agreement, the City shall not have the right to require specific performance by Buc-ee's under Section 3A of this Agreement and the City's remedy for any failure by Buc-ee's under Section 3A of this Agreement is to reject any such items under Section 3B of this Agreement. Additionally, notwithstanding anything to the contrary in this Agreement, the City expressly releases Buc-ee's from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.

15. Term. The term of this Agreement shall end on the first to occur of: (i) the date Buc-ee's has been paid the entire amount of Reimbursable Project Costs and Reimbursable Project Costs Interest provided the City has made all payments as required in this Agreement; (ii) the date Buc-ee's has been paid the entire amount of the Reimbursement Cap; or (iii) the fifteenth (15th) anniversary of the first reimbursement made to Buc-ee's by the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

"BUC-EE'S"

BUC-EE'S SPRINGFIELD, LLC
a Delaware limited liability company

By:_____

Name:

Title:

STATE OF _____)
) ss.
COUNTY _____)

On this _____ day of _____, 2022, before me personally appeared _____ _____, to me personally known, who being by me duly sworn did say that he is the _____ of BUC-EE'S SPRINGFIELD, LLC, a Delaware limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seat, on the day and year written above.

_____

Notary Public

My term expires:_____

Approved as to Form:

"CITY"

CITY OF SPRINGFIELD, MISSOURI,
a Missouri municipal corporation

_____
City Attorney or Designee

By:_____
Jason Gage
City Manager

STATE OF MISSOURI)
) ss.
COUNTY _____)

Now on this _____ day of _____, 2022, before me personally appeared Jason Gage, to me personally known, who being by me duly sworn did say that he is the City Manager of the CITY OF SPRINGFIELD, MISSOURI, a Missouri municipal corporation, and that said instrument was signed on behalf of said city by authority of its City Council.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seat, on the day and year written above.

_____
Notary Public

My term expires:_____

CERTIFICATION OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this Agreement is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or Designee

Exhibit A-1
to
Infrastructure Reimbursement Agreement

Depiction of Property

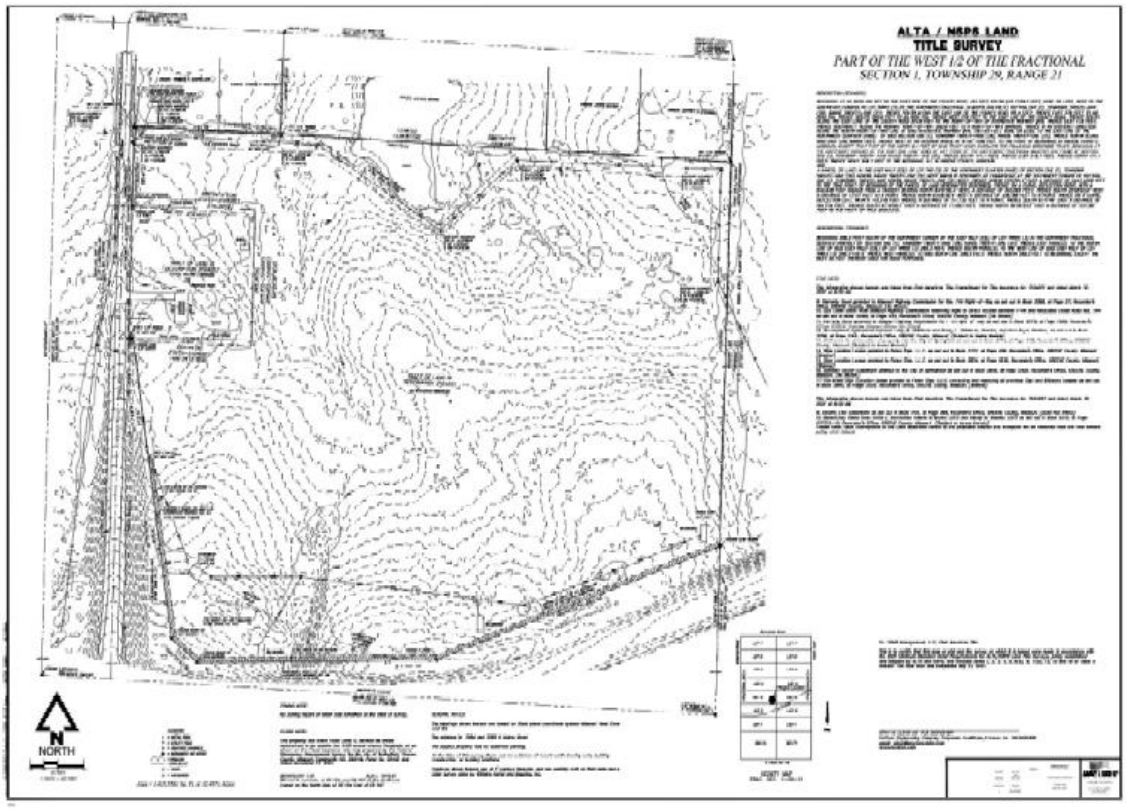


Exhibit A-2
to
Infrastructure Reimbursement Agreement

Metes and Bounds Description of the Property

BEING PART OF THE EAST ONE HALF OF LOT THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 1° 36' 44” W, ALONG THE EAST LINE THE WEST ONE HALF, A DISTANCE OF 415.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 1° 36' 44” W, ALONG SAID EAST LINE, A DISTANCE OF 859.66 FEET (MEASURED), 858.60 FEET (DEED) TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY NO. 44 AS NOW ESTABLISHED; THENCE S 67° 02' 40” W, ALONG SAID NORTHERLY RIGHT-OF-WAY, 285.21 FEET; THENCE S 69° 04' 09” W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, 396.63 FEET; THENCE S 89º 21' 17” W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 538.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH MULROY ROAD AS ESTABLISHED BY A WARRANTY DEED GRANTED TO THE MISSOURI HIGHWAY COMMISSION FOR ROUTE 744 RIGHT-OF-WAY AS SET OUT IN BOOK 2068, AT PAGE 27, RECORDER'S OFFICE, GREENE COUNTY, MISSOURI; THENCE ALONG SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY FOR THE NEXT FIVE COURSES; N 47° 15' 47” W, 77.31 FEET; THENCE N 7° 15' 20” W, 405.43 FEET; THENCE N 7° 17' 49” W, 273.16 FEET; THENCE N 88° 34' 46” W, 10.33 FEET; THENCE N 1° 29' 38” E, 470.31 FEET (MEASURED) 470.95 FEET (DEED) TO A POINT BEING 417.4 FEET SOUTH AND 1339.71 FEET WEST OF THE NORTHEAST OF SAID SECTION 3; THENCE S 86º 34' 12” E, ALONG A LINE 417.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 330.19 FEET; THENCE N 1º 29' 38” E, A DISTANCE OF 2.40 FEET, TO A POINT 415 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE S 86º 34' 12” E, ALONG A LINE 415 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1008.49 FEET, TO THE POINT OF BEGINNING. CONTAINING 1,416,318± SQ. FT. OR 32.514± ACRES.

THIS DESCRIPTION BEING PREPARED BY STAN LLOYD, MO. PLS-2001024811

BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, MISSOURI WEST ZONE NAD 83.

Exhibit C
to
Infrastructure Reimbursement Agreement

Plat

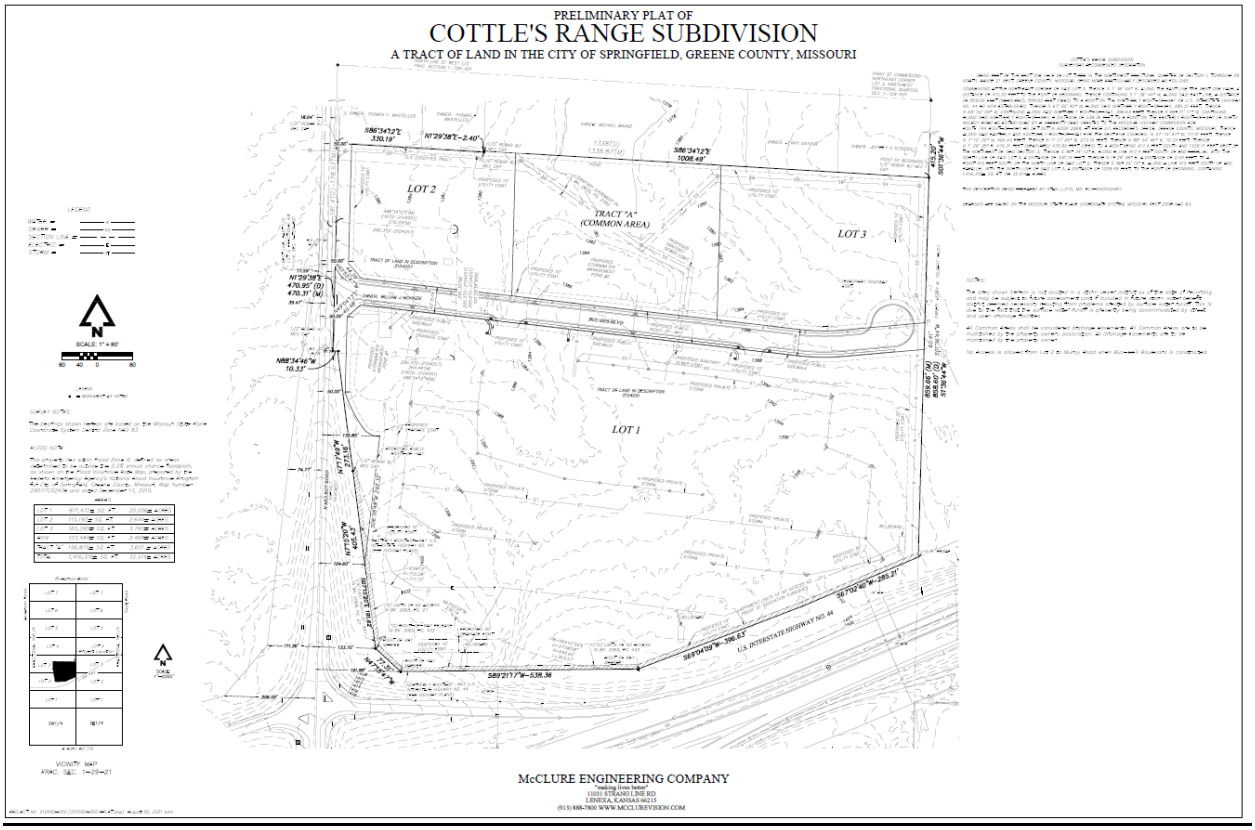


Exhibit D
to
Infrastructure Reimbursement Agreement

Public Infrastructure Budget

INFRASTRUCTURE REIMBURSEMENT AGREEMENT
REIMBURSABLE PROJECT COST BUDGET

SCOPE OF WORK		COST
Mobilization and Traffic Control	$	291,340
East Bound On-Ramp	$	99,091
East Bound Off-Ramp	$	316,365
West Bound On-Ramp	$	331,183
West Bound Off-Ramp	$	234,864
Interchange and Bridge	$	1,945,892
Engineering / Materials Testing / CA	$	321,874
Subtotal Project Cost	**$**	**3,540,609**
Project Cost Interest Allowance	$	559,391
TOTAL PROJECT COST BUDGET	**$**	**4,100,000**

REIMBURSABLE PROJECT COSTS BUDGET

DATE: NOVEMBER 1, 2021
PROJECT: PROPOSED BUC-EE'S
SPRINGFIELD, MO

	SCOPE OF WORK	QUANTITY		UNIT COST	SUBTOTAL	GRAND TOTAL
	MULROY & I-44 INTERCHANGE WORK					
	General:					
1	Mobilization	1.00	LS	$ 75,000.00	$ 75,000	
2	Temporary Traffic Control	1.00	LS	$ 150,000.00	$ 150,000	
3	Construction Staking/Layout	1.00	LS	$ 50,000.00	$ 50,000	
4	Concrete Washout	1.00	EA	$ 1,500.00	$ 1,500	
5	Temp. Roads (Install/Remove; Asphalt; No Major Grading or Hauling)	-	SY	$ 75.00	$ -	
6	Temporary Striping	7,420.00	LF	$ 2.00	$ 14,840	
						$ 291,340
	East Bound On-Ramp: *200 LF*					
7	Temporary Gravel Entrance	1.00	EA	$ 1,500.00	$ 1,500	
8	Temporary Erosion Control	200.00	LF	$ 10.00	$ 2,000	
9	Tree Removal	-	ACRE	$ 5,000.00	$ -	
10	Clearing, Grubbing & Topsoil Stripping (6")	0.07	ACRE	$ 4,100.00	$ 282	
11	Misc. Removals (Fences, Lights, Gates, etc.)	1.00	LS	$ 10,000.00	$ 10,000	
12	Shoulder Removal	333.33	SY	$ 25.00	$ 8,333	
13	Full Depth Pavement Removal (Asphalt)	-	SY	$ 25.00	$ -	
14	Full Depth Pavement Removal (Concrete)	-	SY	$ 25.00	$ -	
15	Grading and Earthwork (Cut & Fill)	666.67	CY	$ 10.00	$ 6,667	
16	Temporary Seeding	0.05	ACRE	$ 2,500.00	$ 115	
17	Fine Grading (Top 6")	111.11	CY	$ 3.00	$ 333	
18	6" Cement Treated Sub-Grade	666.67	SY	$ 10.00	$ 6,667	
19	6" Rock Base	666.67	SY	$ 12.00	$ 8,000	
20	10" Concrete Pavement	333.33	SY	$ 85.00	$ 28,333	
21	Curb and Gutter	-	LF	$ 25.00	$ -	
22	Asphalt Shoulder	333.33	SY	$ 30.00	$ 10,000	
23	Concrete Medians	-	SY	$ 85.00	$ -	
24	Concrete Round-A-Bout	-	SY	$ 100.00	$ -	
25	Cub Inlets	-	EA	$ 4,500.00	$ -	
26	Storm Sewer	-	LF	$ 100.00	$ -	
27	Perm. Erosion Control (Rip-Rap, Erosion Mat, etc.)	-	LS	$ -	$ -	
28	Perm. Traffic Control (Guardrail, Barriers, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
29	Misc. Utility Appurtenances (Conduits, Boxes, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
30	Streetlights and Electrical	-	LF	$ 45.00	$ -	
31	Landscaping (Perm. Seeding)	0.05	ACRE	$ 3,500.00	$ 161	
32	Permanent Striping	800.00	LF	$ 4.00	$ 3,200	
33	Permanent Signage	1.00	LS	$ 3,500.00	$ 3,500	
						$ 99,091
	East Bound Off-Ramp: *800 LF*					
34	Temporary Gravel Entrance	1.00	EA	$ 1,500.00	$ 1,500	
35	Temporary Erosion Control	800.00	LF	$ 10.00	$ 8,000	
36	Tree Removal	-	ACRE	$ 5,000.00	$ -	
37	Clearing, Grubbing & Topsoil Stripping (6")	0.28	ACRE	$ 4,100.00	$ 1,129	
38	Misc. Removals (Fences, Lights, Gates, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
39	Shoulder Removal	1,333.33	SY	$ 25.00	$ 33,333	
40	Full Depth Pavement Removal (Asphalt)	-	SY	$ 25.00	$ -	
41	Full Depth Pavement Removal (Concrete)	-	SY	$ 25.00	$ -	
42	Grading and Earthwork (Cut & Fill)	2,666.67	CY	$ 10.00	$ 26,667	
43	Temporary Seeding	0.18	ACRE	$ 2,500.00	$ 459	
44	Fine Grading (Top 6")	444.44	CY	$ 3.00	$ 1,333	
45	6" Cement Treated Sub-Grade	2,666.67	SY	$ 10.00	$ 26,667	
46	6" Rock Base	2,666.67	SY	$ 12.00	$ 32,000	
47	10" Concrete Pavement	1,333.33	SY	$ 85.00	$ 113,333	
48	Curb and Gutter	-	LF	$ 25.00	$ -	
49	Asphalt Shoulder	1,333.33	SY	$ 30.00	$ 40,000	
50	Concrete Medians	-	SY	$ 85.00	$ -	
51	Concrete Round-A-Bout	-	SY	$ 100.00	$ -	

REIMBURSABLE PROJECT COSTS BUDGET

DATE: NOVEMBER 1, 2021
PROJECT: PROPOSED BUC-EE'S
SPRINGFIELD, MO

SCOPE OF WORK	*QUANTITY*		*UNIT COST*	*SUBTOTAL*	GRAND TOTAL
52 Cub Inlets	-	EA	$ 4,500.00	$ -	
53 Storm Sewer	-	LF	$ 100.00	$ -	
54 Perm. Erosion Control (Rip-Rap, Erosion Mat, etc.)	1.00	LS	$ -	$ -	
55 Perm. Traffic Control (Guardrail, Barriers, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
56 Misc. Utility Appurtenances (Conduits, Boxes, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
57 Streetlights and Electrical	-	LF	$ 45.00	$ -	
58 Landscaping (Perm. Seeding)	0.18	ACRE	$ 3,500.00	$ 643	
59 Permanent Striping	3,200.00	LF	$ 4.00	$ 12,800	
60 Permanent Signage	1.00	LS	$ 3,500.00	$ 3,500	
					$ 316,365
West Bound On-Ramp: *840 LF*					
61 Temporary Gravel Entrance	1.00	EA	$ 1,500.00	$ 1,500	
62 Temporary Erosion Control	840.00	LF	$ 10.00	$ 8,400	
63 Tree Removal	-	ACRE	$ 5,000.00	$ -	
64 Clearing, Grubbing & Topsoil Stripping (6")	0.29	ACRE	$ 4,100.00	$ 1,186	
65 Misc. Removals (Fences, Lights, Gates, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
66 Shoulder Removal	1,400.00	SY	$ 25.00	$ 35,000	
67 Full Depth Pavement Removal (Asphalt)	-	SY	$ 25.00	$ -	
68 Full Depth Pavement Removal (Concrete)	-	SY	$ 25.00	$ -	
69 Grading and Earthwork (Cut & Fill)	2,800.00	CY	$ 10.00	$ 28,000	
70 Temporary Seeding	0.19	ACRE	$ 2,500.00	$ 482	
71 Fine Grading (Top 6")	466.67	CY	$ 3.00	$ 1,400	
72 6" Cement Treated Sub-Grade	2,800.00	SY	$ 10.00	$ 28,000	
73 6" Rock Base	2,800.00	SY	$ 12.00	$ 33,600	
74 10" Concrete Pavement	1,400.00	SY	$ 85.00	$ 119,000	
75 Curb and Gutter	-	LF	$ 25.00	$ -	
76 Asphalt Shoulder	1,400.00	SY	$ 30.00	$ 42,000	
77 Concrete Medians	-	SY	$ 85.00	$ -	
78 Concrete Round-A-Bout	-	SY	$ 100.00	$ -	
79 Cub Inlets	-	EA	$ 4,500.00	$ -	
80 Storm Sewer	-	LF	$ 100.00	$ -	
81 Perm. Erosion Control (Rip-Rap, Erosion Mat, etc.)	1.00	LS	$ -	$ -	
82 Perm. Traffic Control (Guardrail, Barriers, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
83 Misc. Utility Appurtenances (Conduits, Boxes, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
84 Streetlights and Electrical	-	LF	$ 45.00	$ -	
85 Landscaping (Perm. Seeding)	0.19	ACRE	$ 3,500.00	$ 675	
86 Permanent Striping	3,360.00	LF	$ 4.00	$ 13,440	
87 Permanent Signage	1.00	LS	$ 3,500.00	$ 3,500	
					$ 331,183
West Bound Off-Ramp: *580 LF*					
88 Temporary Gravel Entrance	1.00	EA	$ 1,500.00	$ 1,500	
89 Temporary Erosion Control	580.00	LF	$ 10.00	$ 5,800	
90 Tree Removal	-	ACRE	$ 5,000.00	$ -	
91 Clearing, Grubbing & Topsoil Stripping (6")	0.20	ACRE	$ 4,100.00	$ 819	
92 Misc. Removals (Fences, Lights, Gates, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
93 Shoulder Removal	966.67	SY	$ 25.00	$ 24,167	
94 Full Depth Pavement Removal (Asphalt)	-	SY	$ 25.00	$ -	
95 Full Depth Pavement Removal (Concrete)	-	SY	$ 25.00	$ -	
96 Grading and Earthwork (Cut & Fill)	1,933.33	CY	$ 10.00	$ 19,333	
97 Temporary Seeding	0.13	ACRE	$ 2,500.00	$ 333	
98 Fine Grading (Top 6")	322.22	CY	$ 3.00	$ 967	
99 6" Cement Treated Sub-Grade	1,933.33	SY	$ 10.00	$ 19,333	
100 6" Rock Base	1,933.33	SY	$ 12.00	$ 23,200	
101 10" Concrete Pavement	966.67	SY	$ 85.00	$ 82,167	
102 Curb and Gutter	-	LF	$ 25.00	$ -	
103 Asphalt Shoulder	966.67	SY	$ 30.00	$ 29,000	
104 Concrete Medians	-	SY	$ 85.00	$ -	
105 Concrete Round-A-Bout	-	SY	$ 100.00	$ -	

REIMBURSABLE PROJECT COSTS BUDGET

DATE: NOVEMBER 1, 2021
PROJECT: PROPOSED BUC-EE'S
SPRINGFIELD, MO

SCOPE OF WORK	*QUANTITY*		*UNIT COST*	*SUBTOTAL*	GRAND TOTAL
106 Cub Inlets	-	EA	$ 4,500.00	$ -	
107 Storm Sewer	-	LF	$ 100.00	$ -	
108 Perm. Erosion Control (Rip-Rap, Erosion Mat, etc.)	1.00	LS	$ -	$ -	
109 Perm. Traffic Control (Guardrail, Barriers, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
110 Misc. Utility Appurtenances (Conduits, Boxes, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
111 Streetlights and Electrical	-	LF	$ 45.00	$ -	
112 Landscaping (Perm. Seeding)	0.13	ACRE	$ 3,500.00	$ 466	
113 Permanent Striping	2,320.00	LF	$ 4.00	$ 9,280	
114 Permanent Signage	1.00	LS	$ 3,500.00	$ 3,500	
					$ 234,864
Interchanges/Bridge:					
115 Temporary Gravel Entrance	-	EA	$ 1,500.00	$ -	
116 Temporary Erosion Control	1,690.00	LF	$ 10.00	$ 16,900	
117 Tree Removal	-	ACRE	$ 5,000.00	$ -	
118 Clearing, Grubbing & Topsoil Stripping (6")	0.58	ACRE	$ 4,100.00	$ 2,386	
119 Misc. Removals (Fences, Lights, Gates, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
120 Shoulder Removal	1,621.89	SY	$ 25.00	$ 40,547	
121 Full Depth Pavement Removal (Asphalt)	-	SY	$ 25.00	$ -	
122 Full Depth Pavement Removal (Concrete)	4,931.89	SY	$ 25.00	$ 123,297	
123 Grading and Earthwork (Cut & Fill)	13,743.78	CY	$ 10.00	$ 137,438	
124 Temporary Seeding	0.39	ACRE	$ 2,500.00	$ 970	
125 Fine Grading (Top 6")	2,290.63	CY	$ 3.00	$ 6,872	
126 6" Cement Treated Sub-Grade	13,743.78	SY	$ 10.00	$ 137,438	
127 6" Rock Base	13,743.78	SY	$ 12.00	$ 164,925	
128 10" Concrete Pavement	8,363.11	SY	$ 85.00	$ 710,864	
129 Curb and Gutter	4,433.00	LF	$ 25.00	$ 110,825	
130 Asphalt Shoulder	1,717.33	SY	$ 30.00	$ 51,520	
131 Concrete Medians	552.22	SY	$ 85.00	$ 46,939	
132 Concrete Round-A-Bout	1633 4/9	SY	$ 100.00	$ 163,344	
133 Cub Inlets	10.00	EA	$ 4,500.00	$ 45,000	
134 Storm Sewer	700.00	LF	$ 100.00	$ 70,000	
135 Perm. Erosion Control (Rip-Rap, Erosion Mat, etc.)	1.00	LS	$ -	$ -	
136 Perm. Traffic Control (Guardrail, Barriers, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
137 Misc. Utility Appurtenances (Conduits, Boxes, etc.)	1.00	LS	$ 5,000.00	$ 5,000	
138 Streetlights and Electrical	1,400.00	LF	$ 45.00	$ 63,000	
139 Landscaping (Perm. Seeding)	0.39	ACRE	$ 3,500.00	$ 1,358	
140 Grind Existing Striping at Bridge	1,060.00	LF	$ 2.00	$ 2,120	
141 Permanent Striping	7,912.00	LF	$ 4.00	$ 31,648	
142 Permanent Signage	1.00	LS	$ 3,500.00	$ 3,500	
					$ 1,945,892
				SUBTOTAL	**$ 3,218,735**
				Engineering, Construction Administration, and Materials Testing	$ 321,874
				REIMBURSABLE PROJECT COSTS TOTAL	**$ 3,540,609**
				Reimbursable Project Costs Interest Allowance (2%)	$ 525,000
					$ 4,065,609

Exhibit E
to
Infrastructure Reimbursement Agreement

Public Infrastructure Site Plans

TBD
[Continued on the following page.]

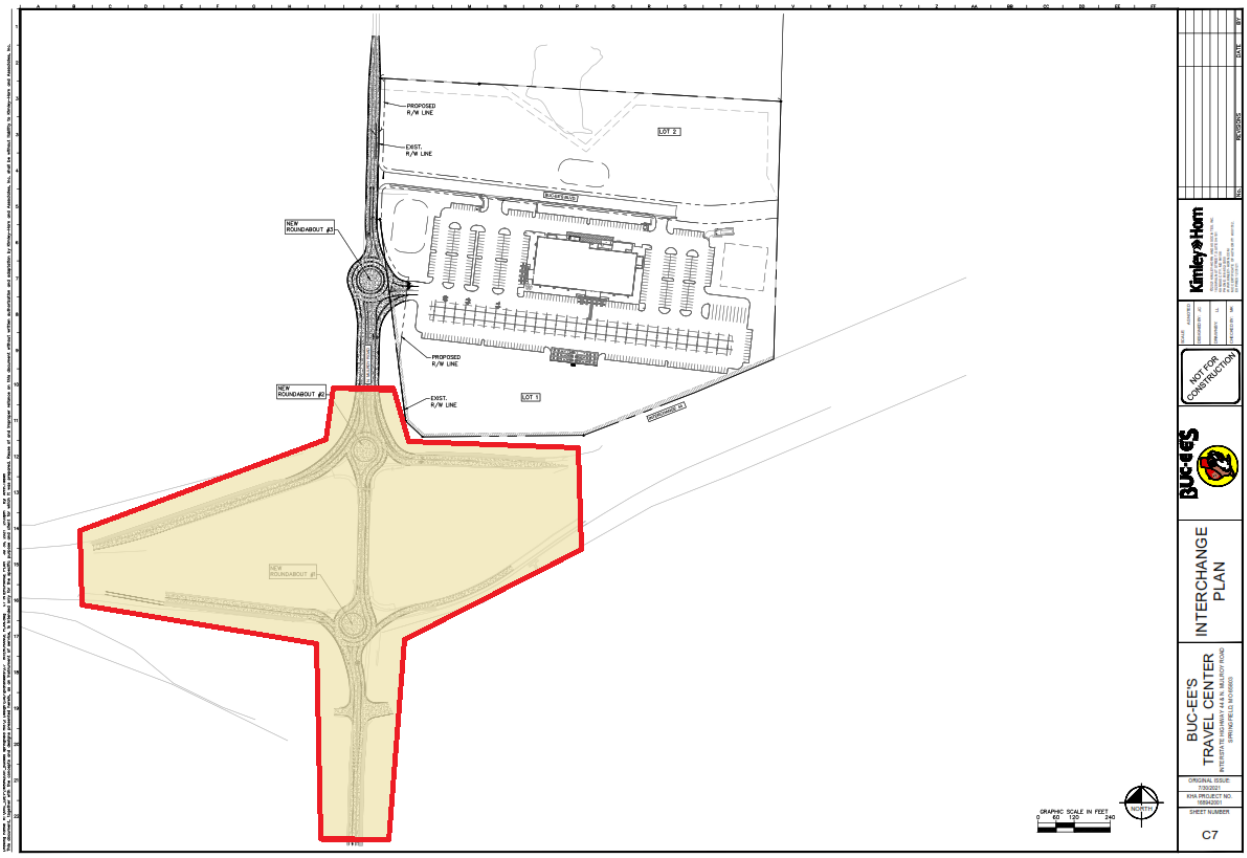


Exhibit F
to
Infrastructure Reimbursement Agreement

Form of Petition to Establish the Cottle's Range Community Improvement District

PETITION TO ESTABLISH THE

COTTLE'S RANGE

COMMUNITY IMPROVEMENT DISTRICT

Springfield, Greene County, Missouri

Submitted _____, 20___

PETITION TO ESTABLISH THE
COTTLE'S RANGE COMMUNITY IMPROVEMENT DISTRICT

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

The undersigned (the "Petitioner"), being the owner of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the proposed Cottle's Range Community Improvement District (the "District") and the owner of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, does hereby petition and request that the City approve and establish the Cottle's Range Community Improvement District in order to fund all or part of the cost of services and public improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, RSMo. (the "Community Improvement District Act" or "Act") in accordance with this Petition. In support of this Petition, Petitioner states as follows:

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

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

2. **Name of District.**

   The name of the proposed District is the "Cottle's Range Community Improvement District."

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

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

4. **Five-Year Plan.**

   A five-year plan stating a description of the purposes of the District, the services it will provide, each improvement it will make from the list of allowable improvements under Section 67.1461 of the Act, an estimate of costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs, and the anticipated terms of the sources of funds to pay the costs is attached hereto as **Exhibit D** and includes **Exhibits D-1 and D-2**.

5. **Type of District.**

The District will be a political subdivision.

6. Board of Directors.

The District will be governed by a five (5) member board of directors (the "Board").

A. Each Director, during the Director's entire term, shall:

i) Be at least 18 years of age;

ii) Be a resident of the state of Missouri; and

iii) Be an owner of real property within the District, which is defined in the Act as the individual or individuals or entity or entities who own a fee interest in real property that is located within the district ("Owner") or their legally authorized representative ("Owner Representative"); or an owner of a business operating within the District, which the Act defines for business organizations and other entities as the individual who is legally authorized to represent the entity with regard to the District ("Business Owner"); and

iv) Notwithstanding the foregoing, at least one Director must not be an Owner, Owner Representative, or Business Owner and instead must meet all of the following:

(a) Be a resident of the City of Springfield who satisfies all of following requirements:
(b) is qualified and registered to vote under RSMo Chapter 115 according to the records of the election authority as of the thirtieth (30th) day prior to the date of the applicable election;
(c) has no financial interest in any real property or business operating within the District; and
(d) is not a relative within the second degree of consanguinity or affinity to an owner of real property or a business operating in the District.

B. Each Director who is an Owner or Owner Representative located in the District must declare to be either an Owner or Owner Representative. All Owner representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board. Pursuant to RSMo. § 67.1451.2(4), if there are ever fewer than five owners of real property located within the District, an Owner may have more than one Owner Representative and the Board may be comprised of up to five (5) Owner Representatives of any of the owners of real property located within the District.

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

D. Petitioner hereby proposes the following slate of Directors:

NAME	**TYPE**	**TERM**
TBD	Owner Representative	4 Years
TBD	Owner Representative	4 Years
TBD	Owner Representative	2 Years
TBD	Owner Representative	2 Years
TBD	Resident – Non Owner Representative	2 Years

E. The initial Directors named above shall serve for the terms set forth opposite their names or until their successors are appointed in accordance with this Petition. Their successors shall serve for four-year terms or until their successors are appointed in accordance with the Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director and there shall not be any term limits.

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

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

7. Successor Directors.

A. Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the Act according to a slate submitted to the City Clerk by the Board. The City Clerk shall deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, provided that such appointments shall not be effective unless the

City Council consents to said appointments by resolution; or the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.

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

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

8. Total Assessed Value.

As of the date of submittal of this Petition, the total assessed value of all real property located within the District is $18,990.00

9. Determination of Blight.

Petitioner does not seek a determination that the District, or any portion thereof, is a blighted area.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will continue to exist and function until the earlier of: (i) twenty (20) years from the adoption of the ordinance establishing the district unless the municipality extends the length of time under section 67.1481 of the Act; (ii) until the entire cost of the CID Projects, as such term is defined on Exhibit D attached hereto, and including Exhibits D-1 and D-2, is reimbursed by the CID Sales and Use Tax Revenue, as herein defined; or (iii) until any bond, notes, or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

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

A. **License and Real Estate Taxes.**

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

B. **Sales and Use Taxes.**

The District may, by resolution, impose a district sales and use tax (the "CID Sales Tax"), at a maximum rate of **0.625%** on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo.,

except sales of motor vehicles, trailers, boats, or outboard motors and sales to or by public utilities and providers of communications, cable, or video services. No resolution adopted by the District regarding the CID Sales Tax shall become effective unless the Board submits to the qualified voters of the District, by mail-in ballot, a proposal to authorize a sales and use tax pursuant to Section 67.1545 of the Act, and a majority of the qualified voters in the District cast ballots in favor of the sales and use tax.

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

The District will not impose special assessments.

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

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

14. Limitations on Borrowing Capacity.

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

15. Limitations on Revenue Generation.

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

16. Other Limitations on District Powers.

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

17. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in Sections 67.1471 and 105.145, RSMo., and acknowledges that such meetings shall be open to the public and subject to the requirements of the Missouri Sunshine Law set forth in RSMo Section 610.010, et seq.

18. Request for Ordinance Establishing District.

Petitioner respectfully requests the City Council of the City of Springfield, Missouri, to establish the District as set forth in this Petition.

19. Severability

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

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

Signature Page to Petition to Establish the Cottle's Range Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Cottle's Range Community Improvement District according to the preceding Petition.

Name of Owner: BUC-EE'S SPRINGFIELD, LLC_____
Owner's Telephone Number: 346-774-2260_____
Owner's Mailing Address:327 FM 2004, Lake Jackson, Texas 77566_____

If Signer is different from Owner
Name and Title of Signer:_____
Basis of Signer's Legal Authority to Sign:_____
Signer's Telephone Number:_____
Signer's Mailing Address:_____

If the Owner is an individual, state if owner is single or married:_____
If Owner is not an individual, state what type of entity: Delaware Limited partnership

Owner's Property within District

Parcel Number	Assessed Value	Map
_____	_____	[Attach map of parcel to sig. page]
_____	_____	[Attach map of parcel to sig. page]
_____	_____	[Attach map of parcel to sig. page]

If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.

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

By:_____ _____
Joe O'Leary, as Vice President of Buc-ee's Springfield, LLC Date

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared Joe O'Leary, as Vice President of Buc-ee's Springfield, LLC, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this ___ day of _____, 20____.

_____
Notary Public

My commission expires: _____

CLERK'S RECEIPT OF PETITION

This Petition to Establish the Cottle's Range Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the ____ day of _____, 20__.

_____
City Clerk

[SEAL]

EXHIBIT A

District Legal Description

December 17, 2021

CID DISTRICT BOUNDARY

BEING PART OF THE EAST ONE HALF OF LOT TWO AND THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 1° 36' 44" W, ALONG THE EAST LINE THE WEST ONE HALF, A DISTANCE OF 415.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 1° 36' 44" W, ALONG SAID EAST LINE, A DISTANCE OF 859.88 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY NO. 44 AS NOW ESTABLISHED; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY FOR THE NEXT THREE COARSES; S 67° 02' 40" W, A DISTANCE OF 285.21 FEET; THENCE S 69° 04' 09 W, A DISTANCE OF 396.63 FEET, THENCE S 89° 21'17" W, A DISTANCE OF 538.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH MULROY ROAD AS ESTABLISHED BY A WARRANTY DEED GRANTED TO THE MISSOURI HIGHWAY COMMISSION FOR ROUTE 744 RIGHT-OF-WAY AS SET OUT IN BOOK 2068, AT PAGE 27, RECORDER'S OFFICE, GREENE COUNTY, MISSOURI; THENCE CONTINUNING S 89° 21'17' W, A DISTANCE OF 356.06 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MULROY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE NEXT 4 COARSES; N 40° 27' 15" E, A DISTANCE OF 83.50 FEET; THENCE N 6° 45' 53" E, A DISTANCE OF 781.42 FEET; THENCE N 18° 23' 42" E, A DISTANCE OF 75.29 FEET; THENCE N 1° 24' 15" E, A DISTANCE OF 291.66 FEET; THENCE S 86° 34' 12" E, A DISTANCE OF 368.25 FEET; THENCE N 1° 29' 38" E, A DISTANCE OF 2.40 FEET; THENCE S 86° 34' 12" E, A DISTANCE OF 1008.49 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 35.92 ACRES MORE OR LESS.

EXHIBIT B

Map of District Boundaries

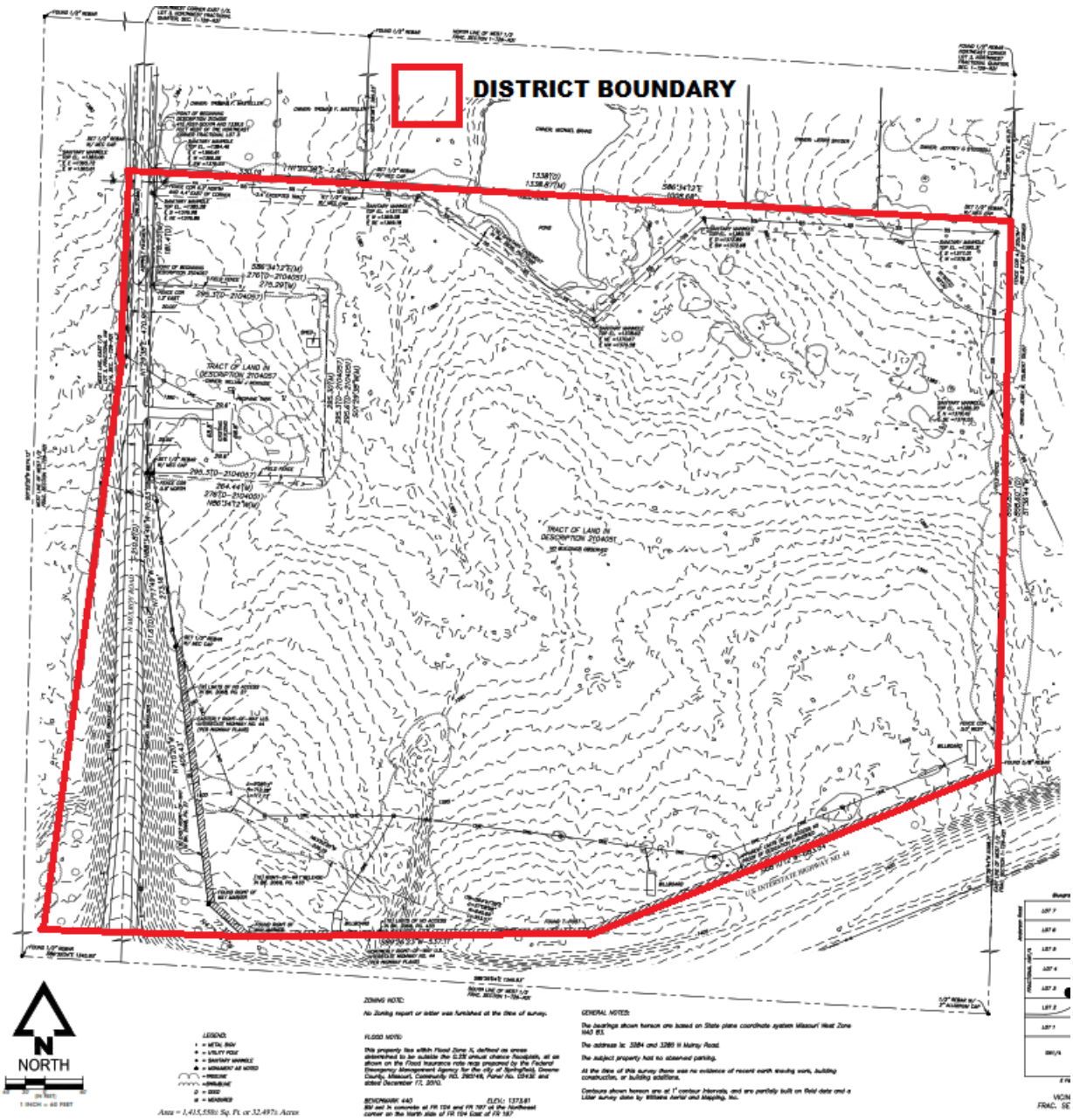


EXHIBIT C

List of Owners of Real Property within District

Parcel #1:	**2104051**	**Buc-ee's Springfield, LLC**
Parcel #2:	**2104057**	**Buc-ee's Springfield, LLC**

EXHIBIT D

Five-Year Plan

1. **Purpose of the District.** The purposes of the District are to:

   A. Form and govern the District as provided in this Petition and in accordance with the Act and the Missouri Revised Statutes;

   B. Provide or cause to be provided for the benefit of the District, certain CID Projects as described in this Exhibit;

   C. Develop funding sources, including the levying of the CID Sales Tax, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for the CID Projects in a manner provided in this Petition and as authorized by the Act;

   D. Provide for ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the Act and the Cooperative Agreement; and,

   E. Such other purposes as authorized or required by the Act.

2. **CID Projects**

   A. **Services.** The services that may be performed by the District include the following:

      i) Administering construction of the Improvements to completion

      ii) Maintaining and repairing the Improvements upon completion

      iii) Providing ongoing administrative, legal, and accounting services to satisfy the annual compliance and reporting requirements of the District

   B. **Improvements.** The improvements that may be performed by the District include the following:

      i) N. Mulroy Road Construction

      ii) Buc-ee's Boulevard ROW Construction

      iii) Public utility extensions

   C. The estimated costs of the CID Projects to be reimbursed by the District are set forth in the attached Exhibit D-1. The party or parties constructing the improvements may only be reimbursed by the CID Sales Tax for the amounts identified as Reimbursable Project Costs on this Exhibit D-1 and only for the line items described therein (the "Reimbursable Project Costs").

3. **Budget.** The anticipated sources of funds to pay the costs, the anticipated terms of the sources of funds to pay the costs, and the estimated five-year budget are set forth in the attached Exhibit D-2.

EXHIBIT D-1

Estimated CID Project Costs

COTTLE'S RANGE CID
REIMBURSABLE PROJECTS COST

N. MULROY CONSTRUCTION		**COST**
Mobilization, Clearing, and Demo	$	587,039
New Construction	$	1,504,736
Engineering, Materials Testing, CA	$	251,013
Contingency	$	313,766
BUC-EE'S BLVD - PUBLIC ROW		
Mobilization, Clearing, and Demo	$	85,250
New Construction	$	1,056,452
Engineering, Materials Testing, CA	$	137,004
Contingency	$	171,255
PUBLIC UTILITIES EXTENSIONS		
New Construction	$	329,125
Engineering, Materials Testing, CA	$	39,495
Contingency	$	49,369
Subtotal Project Construction	**$**	**4,524,505**
Interest Expense Allowance	$	575,495
TOTAL PROJECT COST BUDGET	**$**	**5,100,000**

EXHIBIT D-2

Five-Year Budget with Anticipated Sources of Funds and Terms of Sources of Funds

COTTLE'S RANGE CID
FIVE YEAR BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue					
Sales Tax (0.625%)	$ 187,500	$ 191,250	$ 195,075	$ 198,977	$ 202,956
Expenses					
Construction Contract Payments	$ 4,524,505	$ -	$ -	$ -	$ -
Administrative Fee to City	$ 2,813	$ 2,869	$ 2,926	$ 2,985	$ 3,044
Legal and Accounting	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000
Interest Expense	$ 86,740	$ 82,915	$ 79,014	$ 75,034	$ 70,975
Project Principal Reduction	$ -	$ 90,466	$ 98,135	$ 105,958	$ 113,937
Total Expenses	$ 4,629,057	$ 191,250	$ 195,075	$ 198,977	$ 202,956
Net Revenue	$ (4,441,557)	$ -	$ -	$ -	$ -

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed 01-04-22

Sponsored by Romine

First Reading _____ Second Reading _____

COUNCIL BILL 2022-016 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield to dispose of approximately 0.09 acres of property generally located at 532 North Boonville Avenue. (Planning and Zoning Commission and staff recommend approval.)

WHEREAS, the City of Springfield ("City") previously purchased the 0.09 acres of land generally located at 532 North Boonville Avenue (the "Property"), as part of the Jordan Valley Park Central Green concept to remove blight and provide for future development in the area; and

WHEREAS, Missouri State University ("MSU") has requested that the City transfer the Property to MSU to facilitate MSU's intent to construct a scientific laboratory and training facility consistent with the Jordan Valley Activity Center Plan; and

WHEREAS, Public Works has determined that it has no further use for the Property as there is sufficient right-of-way along Tampa Street without the Property; and

WHEREAS, the Property is within the City of Springfield and disposal of the property will not adversely affect the City of Springfield's daily operations; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the disposal of the property; and

WHEREAS, disposition of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the disposal of approximately 0.09 acres of property generally located at 532 North Boonville Avenue, and more particularly described in "Exhibit A," which is attached hereto and incorporated herein by this reference.

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

passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-016

FILED: 01-04-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To authorize the City of Springfield to dispose of approximately 0.09 acres of property generally located at 532 North Boonville Avenue (Planning and Zoning Commission and staff recommend approval).

BACKGROUND INFORMATION:

REQUEST TO DISPOSE #528

The City of Springfield proposes to dispose of property generally located at 532 North Boonville Avenue. The property was originally purchased as part of the Jordan Valley Park Central Green concept to remove blight and provide for future development. Public Works has determined no need for the property as there is sufficient right-of-way along Tampa Street. Pending a Property Transfer Agreement, Missouri State University will purchase the property.

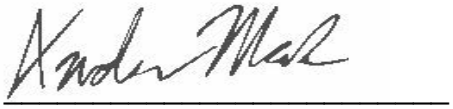
FINDINGS FOR STAFF RECOMMENDATION:

1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the City of Springfield's operations.
3. The subject property will be acquired by Missouri State University, subject to a Property Transfer Agreement.

The Planning and Zoning Commission held a public hearing on December 16th, 2021 and recommended approval, by a vote of 8 to 0, of the proposed property disposal on the tract of land described on the attached sheet (see the attached Record of Proceedings).

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

Submitted by:



Andrew Menke, Assistant Planner

Recommended by:

Brendan K. Griesemer, AICP
Acting Director

Approved by:

Jason Gage,
City Manager

EXHIBITS:
Exhibit A, Legal Description
Exhibit B, Record of Proceedings
Exhibit C, Development Review Staff Report

EXHIBIT A

LEGAL DESCRIPTION
REQUEST TO DISPOSE NUMBER NO. 528

All of the South thirteen (13) feet of Lot 1 and the South thirteen (13) feet of the private alley and all of the North thirteen (13) feet of the South thirty-eight (38) feet of Lots 3 through 9 of F.S. Heffernan's First Subdivision, according to the recorded plat thereof. Containing 3725.2 square feet (0.09 acres).

EXHIBIT B

RECORD OF PROCEEDINGS

Planning and Zoning Commission – December 16, 2021

Request to Dispose 528
532 North Boonville Avenue

Applicant: City of Springfield

Mr. Hosmer stated that this is a request to dispose property located at 532 North Boonville Avenue. The property was originally purchased as part of the Jordan Valley Park Central Green concept to remove blight and provide for future development. Public Works has determined no need for the property as there is sufficient right-of-way along Tampa Street. Pending a Property Transfer Agreement, Missouri State University will purchase the property. The proposal meets the Planning and Zoning Commission policy to dispose the property. No one has objected to this request to date.
Staff recommends approval.

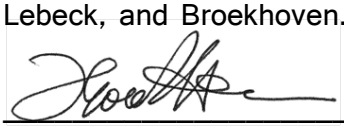
Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Request to Dispose 528 (532 North Boonville Avenue). Ms. Bruce seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce, Jobe, Lebeck, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin.



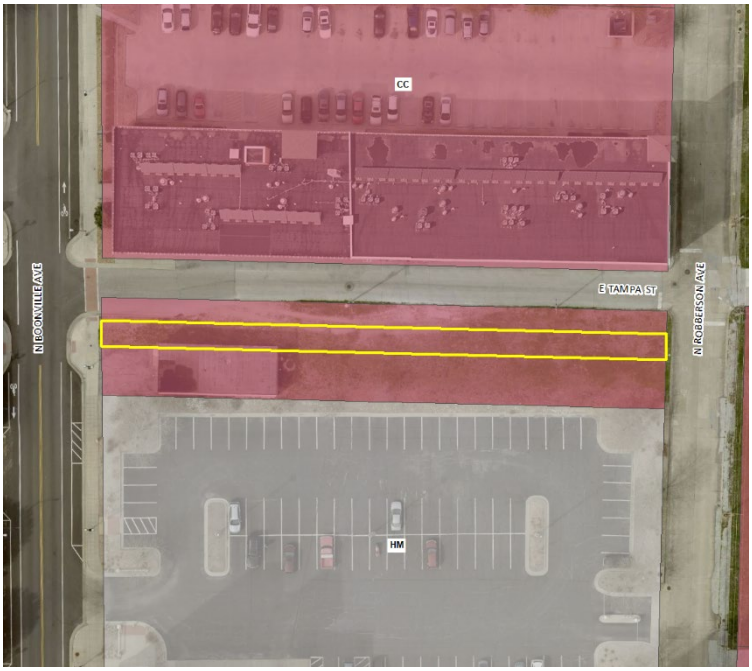
Bob Hosmer, AICP

Planning Manager

EXHIBIT C

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	DECEMBER 16, 2021
CITY COUNCIL PUBLIC HEARING:	JANUARY 10, 2022



CASE NUMBER: Disposition No. 528

LOCATION: 532 North Boonville Avenue

ACRES: 0.09

EXISTING LAND USE: Undeveloped

APPLICANT: City of Springfield

STAFF: Andrew Menke, Assistant Planner
417-864-1611

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Disposition No. 528 as submitted in the staff report. Majority of voting members to approve or deny.

SUMMARY OF REQUEST:

The City of Springfield proposes to dispose of property generally located at 532 North Boonville Avenue. The property was originally purchased as part of the Jordan Valley Park Central Green concept to remove blight and provide for future development. Public Works has determined no need for the property as there is sufficient right-of-way along Tampa Street. Pending a Property Transfer Agreement, Missouri State University will purchase the property.

FINDINGS FOR STAFF RECOMMENDATION:

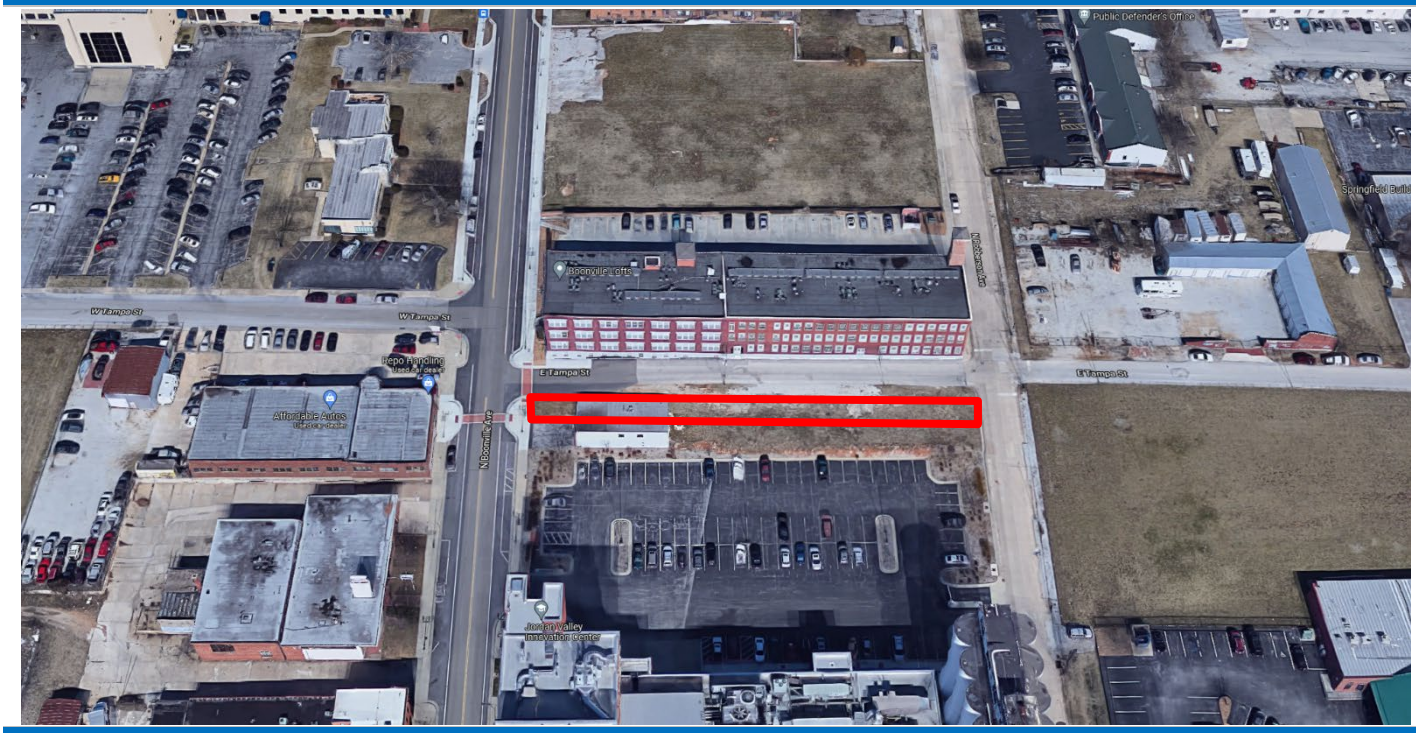
1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the City of Springfield's operations.
3. The subject property will be acquired by Missouri State University, subject to a Property Transfer Agreement.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	CC	CC	CC	CC
LAND USE	Residential	Vacant building	Vacant lot	Commercial

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

PLANINNG AND ZONING COMMISSION AUTHORITY:

Section 11.7. - Legal status of master plan.

(1) Master plan to provide general guidelines. The master plan shall be prepared and maintained as a general guide for the orderly and efficient development and redevelopment of the City of Springfield. The master plan shall be kept current through review not less than every five years. When required by this Charter or otherwise deemed necessary, such review shall include proposed revisions or alterations in the master plan and public hearings thereon.

(2) Regulations to generally conform to master plan. All rezoning of land, subdivision plats, development proposals, and the zoning ordinance, subdivision ordinance and the zoning map should generally conform with the guidelines set forth in the master plan and should be reviewed for consistency with the master plan; provided, however, inconsistencies with the master plan shall not constitute cause to invalidate any such matter. The master plan shall not have the effect of a regulatory ordinance.

(3) Master plan to guide public improvements. The master plan shall provide guidelines for the location of public streets, parks and other public ways, grounds and spaces, public buildings and structures, facilities of public or private utilities, and the acquisition of real property by the city for public use. To that end the planning and zoning commission shall review the following:

(a) All proposals to construct or extend public streets.
(b) All proposals to improve land as a park.
(c) All proposals to lay out or improve other public ways, grounds or spaces.
(d) All proposals to construct public buildings and structures.
(e) All proposals to lay out and construct facilities of public utilities, whether publicly or privately owned.
(f) All proposals to acquire real property for public purposes.

In reviewing and approving all such proposals, the function of the planning and zoning commission shall be to determine whether they are generally consistent with the master plan of the city. No such proposals shall be constructed or authorized until the location, extent and character thereof has been submitted and approved by the planning and zoning commission.

In case of disapproval, the commission shall communicate its reasons to the city council, and the city council, by vote of not less than two-thirds of its entire membership, may overrule the disapproval and, upon the overruling, the city council or the appropriate board or officer may proceed, except that if the proposal is by an agency other than an agency of the city and the authorization or financing does not fall within the province of the city council, then the submission to the planning commission shall be by the agency having jurisdiction, and the planning commission's disapproval may be overruled by that agency by a vote of not less than two-thirds of its entire membership. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land, sale or lease of any street or other public facility is subject to similar submission and approval, and the failure to approve may be similarly overruled.

In the event the commission shall fail to act within thirty days after the date of official submission of a proposal (which date shall be the date that the matter is placed upon the agenda of the commission) to the commission, then the proposal shall be deemed to have been approved by the commission, unless a longer period for review by the commission shall have been authorized by the council or by the public officials submitting the proposal. In any case in which the commission finds that it is not reasonably able to complete its review of a proposal within thirty days, it may extend the time for such review for not more than thirty days.

Development Review Staff Report

STAFF COMMENTS:

1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect City of Springfield's operations.
3. The property was purchased to remove blight and provide for future development.
4. The disposed property will be purchased by the adjacent property owner, Missouri State University.

LAND DISPOSAL POLICY:

Planning and Zoning Commission adopted the following policy statement for land disposals by public bodies:

1. **Where is the property located?**
   532 North Boonville Avenue.

2. **Legal description.**
   See next section.

3. **Why doesn't the City of Springfield need the property anymore?**
   Public Works has determined no need for the property. The City has sufficient right-of-way along Tampa Street.

4. **When was the current building erected?**
   N/A.

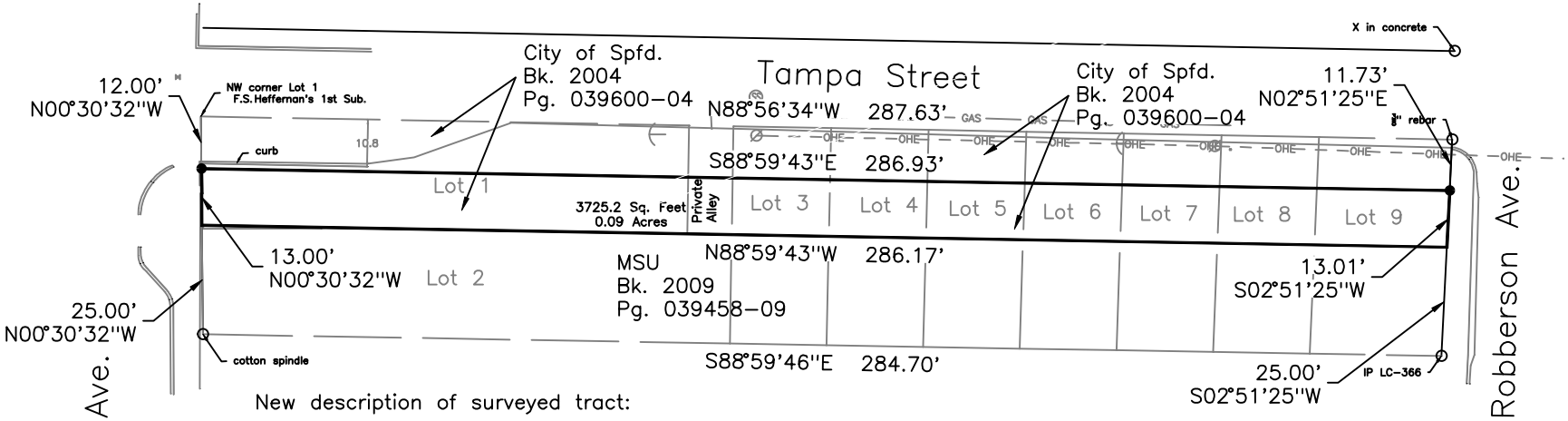
5. **Why was property acquired? What did the city originally intend to do with the property?**
   Five properties were purchased by the City of Springfield between 2003 and 2005 as part of the Jordan Valley Park Central Green concept to remove blight and provide for future development.

6. **Who will purchase property?**
   Missouri State University. A Property Transfer Agreement will be considered by City Council concurrently with this Request to Dispose.

LEGAL DESCRIPTION:

All of the South thirteen (13) feet of Lot 1 and the South thirteen (13) feet of the private alley and all of the North thirteen (13) feet of the South thirty-eight (38) feet of Lots 3 through 9 of F.S. Heffernan's First Subdivision, according to the recorded plat thereof. Containing 3725.2 square feet (0.09 acres).

EXHIBIT B



New description of surveyed tract:

All of the South thirteen (13) feet of Lot 1 and the South thirteen (13) feet of the private alley and all of the North thirteen (13) feet of the South thirty-eight (38) feet of Lots 3 through 9 of F.S. Heffernan's First Subdivision, according to the recorded plat thereof. Containing 3725.2 square feet (0.09 acres).

SURVEYOR'S DECLARATION

I, Jack L. Dill, a licensed Professional Land Surveyor in the State of Missouri, certify that I have done the survey shown and the information is true and correct to the best of my knwledge and belief. This survey conforms to the Missouri Survey Standards for boundary surveys.

N

LEGEND

● = 5/8" rebar and alum. cap set

O = monument found as noted

P = Platted dimension

D = Deeded dimension

0 40 80

8/18/2021

STATE OF MISSOURI
LS-2297
JACK L. DILL
REGISTERED LAND SURVEYOR

DRW BY: Jack Dill
DRW DATE:08/18/2021
SURVEY SECTION

Boundary Survey-Boonville/Tampa
City of Springfield/MSU
F.S. Heffernan's 1st Sub.

CITY OF Springfield PUBLIC WORKS

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 01-04-22

Sponsored by: Romine

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022-017 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a contract for the sale of certain real estate generally located at 532 North Boonville Avenue and adjacent to the Roy Blunt Jordan Valley Innovation Center, to Missouri State University.

WHEREAS, in 2005, by Special Ordinance 24735, the City of Springfield ("City") transferred the former MFA Mill Building to Missouri State University ("MSU") for development of an innovation center; and

WHEREAS, in 2007, by Resolution 9532, the City adopted the Jordan Valley Activity Center Plan, which identified goals of providing future development areas for high-tech office and advanced manufacturing; and

WHEREAS, in 2008, by Special Ordinance 25467, the City transferred additional properties surrounding the former MFA Mill Building to MSU for expansion of the Roy Blunt Jordan Valley Innovation Center ("JVIC") and the IDEA Commons innovation park; and

WHEREAS, MSU has requested that the City transfer a 0.09-acre parcel of land located adjacent to, and directly north of property at 530 North Boonville Avenue already owned by the Board of Governers of MSU, to MSU to facilitate MSU's intent to construct a scientific laboratory and training facility consistent with the Jordan Valley Activity Center Plan; and

WHEREAS, MSU estimates that this new facility will create an additional 10-15 high-paying, full-time jobs within the City, and will provide training to approximately 40 trainees for high-tech careers within the first two years of its operation and approximately 100 such trainees within the first five years of its operation; and

WHEREAS, the Planning and Zoning Commission recommended approval of the disposition of the property generally located at 532 North Boonville Avenue and

adjacent to the Roy Blunt Jordan Valley Innovation Center at their December 16, 2021, meeting; and

WHEREAS, the City has determined that there is sufficient public benefit provided by the sale of this property to justify the City selling the propery for $1 and other valuable consideration as set forth in the contract for sale of the property.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Contract for Sale of Real Estate ("Contract") with MSU, said Contract to be in substantially similar form as the document attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – Upon closing of the sale of the property pursuant to the Contract, the Mayor is hereby authorized to execute such documents as are necessary to convey title to the real property by special warranty deed.

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: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-017

FILED: 01-04-22

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield, to enter into a Contract ("Exhibit 1") for Sale of Real Estate with Missouri State University for a parcel adjacent to the Roy Blunt Jordan Valley Innovation Center ("JVIC").

BACKGROUND INFORMATION: The City of Springfield transferred the former MFA Mill Building to Missouri State University in 2005 for development of an innovation center by Special Ordinance No. 24735. Since that time, over $40 Million in facility construction and renovation, $15M in equipment and machinery, and $90M in research project funding have been invested in the project.

In 2008 the City transferred additional surrounding properties to MSU for IDEA Commons, including additional JVIC Corporate Affiliate space and associated manufacturing; eFactory entrepreneurial support, including the Small Business Development Center; additional art & design facilities, scientific labs & high-tech research quarters; and academic space, by Special Ordinance No. 25467.

The JVIC Activity Center Plan was adopted in October 2007 by Resolution No. 9532, which identified goals of providing future development areas for high-tech office and advanced manufacturing, encouraging a research park orientation while retaining the urban environment, and concentrating public and private investment in the area. This area has been transformed into the IDEA Commons innovation park.

MSU has requested that the City transfer its remaining property, a 0.09-acre parcel of land located adjacent to, and directly north of, property already owned by the Board of Governors of Missouri State University at 530 North Boonville Avenue.

The purpose of this property acquisition is to facilitate MSU's intent to construct a scientific laboratory and training facility, consistent with the JVIC Activity Center Plan. The additional property is needed to provide adequate space for the new facility. MSU estimates that this facility will create an additional 10-15 high-paying, full-time jobs within the City and will provide training to approximately 40 trainees for high-tech careers within the first two years of its operation and approximately 100 such trainees within the first five years of its operation.

Staff from MSU and the City had determined that there is sufficient public benefit provided by the transfer of this property to justify the City transferring the property for $1 and other valuable consideration as set forth in the agreement.

If MSU does not begin construction of the Facility within 48 months of the Closing Date,

then MSU must, upon City request, sell the Property back to the City for $1.

REMARKS: Staff finds that the intended use of the property complies with the JVIC Activity Center Plan and the proposed project to be constructed on the property provides public benefit to the City. Staff recommends approval.

Submitted and Recommended by:

Sarah Kerner,
Economic Development Director

Approved by:

Jason Gage,
City Manager

EXHIBIT 1

CONTRACT FOR SALE OF REAL ESTATE

WHEREAS, the City Council of the City of Springfield, Missouri adopted Special Ordinance ____ on ____, 2022, authorizing the City Manager to enter into an Agreement with Missouri State University to convey certain property to the University; and

WHEREAS, Missouri State University seeks to utilize the City-owned property as part of its effort to continue to develop the Idea Commons, an urban research and development park concentrating on scientific and creative enterprises; and

WHEREAS, the specific property referenced which Missouri State University seeks to acquire is a 0.09 acre parcel of land located adjacent to, and directly north of, property already owned by the Board of Governors of Missouri State University at 530 North Boonville; and

WHEREAS, the sale and purchase of this property has been authorized by the City Council of the City of Springfield, Missouri and the Board of Governors of Missouri State University.

NOW THEREFORE, in consideration of the mutual covenants it is agreed to as follows:

1. **PARTIES**. This contract is made by and between the City of Springfield, Missouri ("Seller"), a municipal corporation, and the Board of Governors of Missouri State University ("Buyer"), effective as of this _____of _____, 2022 ("Effective Date").

2. **PURCHASE PRICE**. The purchase price for the sale of the property is the amount of One Dollar ($1.00) and other valuable consideration as set forth in this agreement.

3. **PROPERTY**. The Buyer has offered to buy, and the Seller is willing to sell, on the terms and conditions set forth in this Contract, the 0.09 acres of real property located adjacent to, and directly north of, property already owned by the Board of Governors of Missouri State University at 530 North Boonville ("Property"), and more particularly described in Exhibits A and B which are attached and incorporated by reference, by special warranty deed, free and clear from any liens and encumbrances created by Seller, subject to recorded setback lines and easements, and subject to the terms and conditions set forth in this Contract.

4. **CONTINGENCIES**. This Contract and obligation to purchase the property is subject to the following contingencies, and Buyer may elect to declare this agreement null and void prior to the closing without any obligation or liability to Seller if:

    (a) A survey or inspection of the property by Buyer discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, that are unacceptable to Buyer.

(b) Sale of this property is not approved by the City of Springfield's Planning and Zoning Commission and City Council.

(c) Purchase of this property is not approved by the Board of Governors of Missouri State University.

(d) The title insurance commitment referred to in paragraph 9 of this agreement fails to show merchantable title in Seller or shall contain exceptions unacceptable to Buyer.

5. **SELLER'S REPRESENTATIONS**. Seller represents to Buyer, as follows:

(a) Seller has limited knowledge of the environmental condition of the Property. Seller has not placed any underground tanks, toxic or hazardous substances, or dumpsites on the Property during its ownership of the Property.

(b) The Property is not subject to any real estate listing agreement or other agreement providing for a real estate commission.

(c) There have been no unpaid improvements or other work performed in connection with the Property by Seller that would give rise to the filing of any mechanics' liens against the Property.

(d) The Seller has full authority to enter this Contract, and the Property is not subject to any options, contracts of sale, leases or other rights in favor of third parties.

(e) To the knowledge of Seller, there are no legal proceedings pending which involve the Property.

(f) These representations are continuing and will be true at closing, unless Seller has given the Buyer notice of the contrary in writing prior to closing.

6. ENVIRONMENTAL. During the Inspection Period, Buyer may, at its own expense, perform such environmental audits, testing and sampling of the Property as it, in its sole discretion, deems necessary to determine the environmental condition of the Property. If Buyer's environmental investigation reveals a condition or conditions requiring additional testing, remediation, abatement or reporting to local, state or federal governmental entities, Buyer will provide, at a minimum, the executive summary of its report to Seller. Buyer will not be obligated to proceed with purchasing the Property in the event the environmental investigation shows the presence of hazardous substances on the property, unless Buyer and Seller subsequently enter into a written amendment of this agreement relating to the removal and payment of the cost of removal of such substances.

7. **DEFINITION OF HAZARDOUS SUBSTANCE.** As used herein, "Hazardous Substance" shall mean any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is hereafter defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" (whether harmful or not) under any federal, state, or local statute, regulation, rule or ordinance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.); (3) which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department or instrumentality of the United States, the State of Missouri, or any political subdivision thereof; and (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates. For the purposes of this definition, asbestos is included in the definition of Hazardous Substance.

8. **ADDITIONAL TERMS AND CONDITIONS**

(a) The Buyer agrees to construct a scientific laboratory and training facility ("Facility"), consistent with the Idea Commons Plan of the City, on the Property. The Buyer estimates that this facility will create an additional 10-15 high-paying, full-time jobs within the City and will provide training to approximately 40 trainees for high-tech careers within the first two years of its operation and approximately 100 such trainees within the first five years of its operation.

(b) If the Buyer does not begin construction of the Facility within 48 months of the Closing Date, the Buyer must, if Seller so demands, sell the Property back to the Seller for $1. The Parties agree that Seller's receipt of the $1 sale price and the transfer of the Property back to the Seller will be the sole remedies for any failure of Buyer to begin construction of the Facility as outlined above. Seller will have no other remedies under law or equity for such failure of Buyer under this Agreement.

9. **CLOSING AND POSSESSION.** The "Closing" is the recording of the Seller's special warranty deed and the payment of the purchase price by the Buyer, which shall occur on or before April 1, 2022, provided that all contingencies and conditions in this Contract have been satisfied or waived in writing and there is a title insurance commitment showing merchantable title in the Seller. The Seller acknowledges that proceeds will not be disbursed until the deed has been recorded. The Buyer shall take possession of the property at the time of closing.

10. **CLOSING PROCEDURES**.

(a) The Buyer will order necessary title information within ten (10) days of the Effective Date at the sole cost and expense of the Buyer. The Buyer shall

obtain a commitment to insure title in the amount of the purchase price through a title insurance company acceptable to the Buyer, which is authorized to insure titles in the State of Missouri.

(b) The commitment shall show merchantable title in the Seller in accordance with the Title Examination Standards of the Missouri Bar, subject only to any encumbrances as provided in this Contract, subdivision restrictions, setback lines, and easements of record as of the Effective Date, and the lien of current year's taxes.

(c) The Buyer may, at the Buyer's expense, obtain a survey of the Property.

(d) The Buyer may, at Buyer's expense, have the title commitment examined, and if applicable, the Buyer shall provide to the Seller in writing any valid objections to title and survey prior to the Closing Date, and the Seller, at its sole option, shall make reasonable efforts to correct the valid objections within thirty (30) days of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the Buyer may waive any objections and close, or elect to terminate the Contract. At the Closing, the Seller shall deliver the special warranty deed, along with all other documents reasonably necessary to complete the Closing and which the Title Company requires to issue the Title Insurance Policy, and the Buyer shall deliver its check sufficient to satisfy the Buyer's payment obligations and all other documents necessary to complete the Closing. All closing costs will be paid by the Buyer. The Seller will warrant at Closing there are no unpaid bills for improvements within twelve (12) months prior to Closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.

11. **TAXES AND UTILITIES**. The Buyer and Seller are both tax exempt; thus, no real estate taxes are applicable to this Contract. The property has no utility services; thus, no transfer of utility services is necessary, and no utility costs are applicable to this Contract.

12. **VERIFICATION OF CONDITION**. The Buyer shall have the right to make a final inspection of the Property prior to Closing, as a contingency of the sale, to confirm that:

    (a) The Seller has complied with Seller's obligations; and

    (b) Any contingency or defect of title has been resolved.

13. **REMEDIES ON DEFAULT**. The Seller or the Buyer shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default.

In addition to all other remedies available to Seller or Buyer, the parties specifically acknowledge that the remedy of Specific Performance is a remedy that can be pursued by either party in the Circuit Court of Greene County, Missouri.

14. **PROVISIONS NOT MERGED WITH DEED**. No provision of this Contract shall be merged into any deed transferring title to the Property from the Seller to the Buyer, or any successor in interest, and any such deed shall not be deemed to affect or impair the warranties, obligation, and covenants of this Contract, which shall survive the closing.

15. **NOTICE**. All notices required or permitted by this Contract and required to be in writing may be given by facsimile or by first class mail addressed to the Buyer and the Seller by one of three different means: Facsimile Transmission ("FAX") if both parties have a FAX number; United States Postal Service Mails; hand-delivering a copy of the same to the receiving party. Notice may also be given by any combination of the above methods.

(a) The date of notice shall be whichever of the following first occurs:

1. The date upon which notice is hand-delivered to the receiving party;

2. The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case, the date of delivery shall be deemed to fall on the next regular business day for the receiving party;

3. The third day following mailing of the notice.

(b) Notices to the Seller shall be addressed to:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801
Attention: City Manager

With a copy to:
City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801
Attention: City Attorney

(c) Notices to the Buyer shall be addressed to:

Matthew D. Morris
Vice President for Administrative Services

Missouri State University
901 South National Avenue
Springfield, Missouri 65897

16. **HEADINGS**. The headings or captions of this Contract are for convenience and reference only, and in no way define, limit or describe the scope or intent of the Contract of any provision hereof.

17. **VENUE AND JURISDICTION**. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

18. **TIME.** Time is of the essence in the performance of the obligations of the parties under this agreement.

19. **ENTIRE CONTRACT**. This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring to this Contract and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

SELLER:

CITY OF SPRINGFIELD, MISSOURI

By_____
Jason Gage, City Manager

Date: _____

ATTEST:

_____
Anita J. Cotter, City Clerk

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

BUYER:

BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY

By_____
Matthew D. Morris, VP for Admin. Servs.

Date_____

APPROVED AS TO FORM:

_____
GENERAL COUNSEL

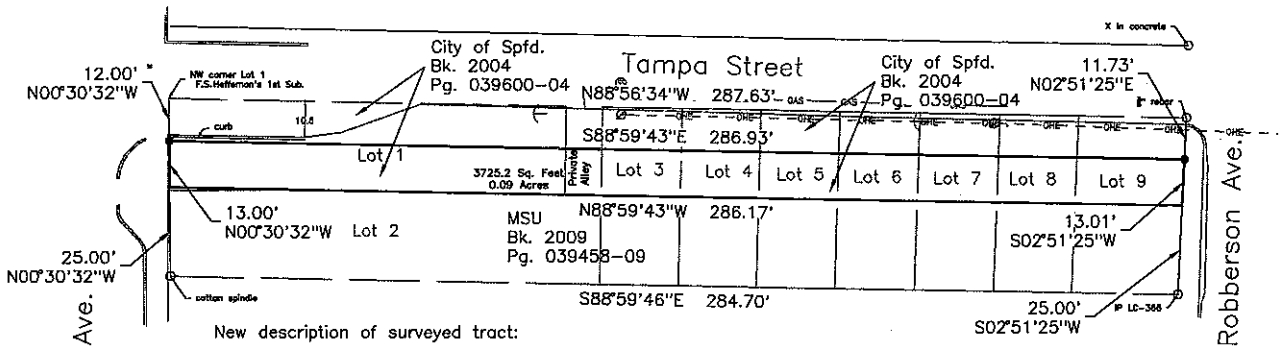
Exhibit A
Property Legal Description

EXHIBIT A

All of the South thirteen (13) feet of Lot 1 and the South thirteen (13) feet of the private alley and all of the North thirteen (13) feet of the South thirty-eight (38) feet of Lots 3 through 9 of F.S. Heffernan's First Subdivision, according to the recorded plat thereof. Containing 3725.2 square feet (0.09 acres).

Exhibit B
Property Survey

EXHIBIT B



New description of surveyed tract:

All of the South thirteen (13) feet of Lot 1 and the South thirteen (13) feet of the private alley and all of the North thirteen (13) feet of the South thirty-eight (38) feet of Lots 3 through 9 of F.S. Heffernan's First Subdivision, according to the recorded plat thereof. Containing 3725.2 square feet (0.09 acres).

SURVEYOR'S DECLARATION

I, Jack L. Dill, a licensed Professional Land Surveyor in the State of Missouri, certify that I have done the survey shown and the information is true and correct to the best of my knwledge and belief. This survey conforms to the Missouri Survey Standards for boundary surveys.

N

LEGEND

● = 5/8" rebar and alum. cap set

O = monument found as noted

P = Platted dimension

D = Deeded dimension

0 40 80

8/18/2021

STATE OF MISSOURI
LS-2297
JACK L. DILL
REGISTERED LAND SURVEYOR

DRW BY: Jack Dill
DRW DATE:08/18/2021
SURVEY SECTION

Boundary Survey-Boonville/Tampa
City of Springfield/MSU
F.S. Heffernan's 1st Sub.

CITY OF Springfield
PUBLIC WORKS

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 01-04-22

Sponsored by Hosmer

First Reading _____ Second Reading _____

COUNCIL BILL 2022- 018 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service in order to provide for pay adjustments for all employees on the Professional, Administrative and Technical Non-Union Schedule, the Professional, Administrative and Technical Unclassified Schedule, the Crafts, Trades and Labor Non-Union Schedule, the Fire Protection Non-Union Schedules, and the Law Enforcement Non-Union Schedule, and to department heads; to freeze certain steps of certain grades within the Professional, Administrative, and Technical Non-Union Salary Schedule; and to amend the Commission-Based Supplemental Pay Program; and amending the Fiscal Year 2021-2022 budget for the City in the amount of $739,300 to appropriate funds for the pay adjustments.

_____

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

NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' is hereby amended by adding the following section, to be numbered and placed within the Salary Ordinance at a location the City Attorney deems appropriate:

I. The following changes to the Professional, Administrative and Technical Non-Union Salary Schedule shall be effective January 30, 2022:

a. Steps 6 through 8 of Salary Grade 2 shall be frozen and any employees within those steps as of January 30, 2022, shall be moved to Step 9 of Salary Grade 2 and their increment review date shall be reset to January 30.

b. Steps 3 through 6 of Salary Grade 3 shall be frozen and any employees

within those steps as of January 30, 2022, shall be moved to Step 7 of Salary Grade 3 and their increment review date shall be reset to January 30.

c. Steps 1 through 5 of Salary Grade 4 shall be frozen and any employees within those steps as of January 30, 2022, shall be moved to Step 6 of Salary Grade 4 and their increment review date shall be reset to January 30.

d. Steps 1 through 3 of Grade 5 shall be frozen and any employees within those steps as of January 30, 2022, shall be moved to Step 4 of Salary Grade 5 and their increment review date shall be reset to January 30.

e. Step 1 of Grade 6 shall be frozen and any employees within that step as of January 30, 2022, shall be moved to Step 2 of Salary Grade 6 and their increment review date shall be reset to January 30.

Section 2 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' is hereby amended by adding the following section, to be numbered and placed within the Salary Ordinance at a location the City Attorney deems appropriate:

I. Effective January 30, 2022, there shall be a four percent (4.0%) increase in the base pay for all active pay steps on the Crafts, Trades and Labor Non-Union Schedule, the Fire Protection Non-Union (80 hours and 112 hours) Schedules, the Law Enforcement Non-Union Schedule, and the Professional, Administrative and Technical Non-Union and Unclassified Schedules.

II. Effective January 30, 2022, there shall be a four percent (4.0%) increase in base pay for all department heads.

Section 3 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' is hereby amended by amending the language set forth in Section 3, subpart B of General Ordinance 6692, regarding the Commission-Based Supplemental Pay Program, in the following manner:

B. The Golf Pro Shop Manager and Golf Pro Shop Assistant Manager positions may receive, as additional compensation, a percentage of the "net income" of the Golf Pro Shop**s** that the **City**~~employee~~ manages. The maximum percentage of the "net income" that may be received by any such employee in any given fiscal year is six percent (6%). For the purposes of this section, "net income" shall not include any revenue derived from fees such as green fees or lesson fees.

Section 4 – The budget of the City of Springfield for Fiscal Year 2022 is hereby amended in the accounts and in the amounts shown on Budget Adjustment No. 045, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 5 – City Council hereby finds that the budget adjustment made in Section 4 has been recommended by the City Manager.

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-018

FILED: 01-04-22

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' by providing pay adjustments for employees on the Professional, Administrative, and Technical ("PAT") Non-Union Salary Schedules and Crafts, Trades, and Labor Non-Union ("CTL Non-Union") Salary Schedule, as well as for certain non-union salary grades on the Fire Protection Schedule ("FPS"), and Law Enforcement Schedule ("LES") Non-Union Salary Schedules; by freezing certain and specific pay steps for Salary Grades One through Six on the PAT Non-Union Salary Schedule; to amend General Ordinance 6692 relating to the Commissioned-Based, Supplemental Pay Program to clarify parameters of the Golf Pro commissions; and amending the Fiscal Year 2021-2022 budget of the City to make adjustments for pay improvements for mid-year Fiscal 2021-2022.

BACKGROUND: City employees continue to demonstrate significant dedication and resilience in delivering public services to the citizens of Springfield through challenging and uncertain times, given the crisis of the pandemic and its aftereffects. Based on this fact and a review of the City's current finances, including having the opportunity to study data and the City's financial position after the first quarter of the Fiscal Year, the City Manager recommends funding for a mid-year pay increase for City employees. This Council Bill addresses pay improvements for non-union employees. The City Manager is recommending a four percent (4%) across-the-board pay increase for all pay grades on the PAT (Non-Union and Unclassified) schedules, CTL Non-Union Salary Schedule, as well as for certain non-union salary grades on the Fire Protection Schedule (FPS), and Law Enforcement Schedule (LES) Non-Union Salary Schedules.

Additionally, in order to address competitive pay concerns for entry pay rates, the City will freeze certain specified pay steps on Salary Grades Two through Six on the PAT Non-Union Salary Schedule.

In November of 2021, City Council approved the creation of a new Commissioned Based, Supplemental Pay Program to be established and authorized by the City Manager. The current amendment clarifies program parameters to allow authorized golf commissions for Golf Pros to include a combined total "net income" for all Springfield-Greene County Parks Department golf pro shops.

These pay changes are recommended to be effective with the pay period beginning January 30, 2022, with a corresponding pay date of February 17, 2022.

BUDGET NOTES: All costs reflected herein are either included in the attached budget adjustment (see "Exhibit A") for FY 2022, or included in available funding that exists in the adopted FY 2022 budget.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. It is respectfully requested that City Council give consideration and approval to these changes.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
045

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	410510	000000	00000	$ 544,200	General Fund - Sales Tax Revenue
20120	16	80010	410510	000000	00000	49,300	2001 Parks Sales Tax Fund - Sales Tax Revenue
20130	16	80010	410510	000000	00000	36,700	2006 Parks Sales Tax Fund - Sales Tax Revenue
25010	18	97510	410510	000000	00000	20,800	LEST Sales Tax Fund - Sales Tax Revenue
25020	07	23010	410510	000000	00000	88,300	911 Tax Fund - Reimbursement from Greene County
Net Revenue Adjustment						$ 739,300	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	Various		500110	000000	00000	$ 544,200	1/2 Year pay plan Improvements - General Fund Depts
20120	16	80010	500110	000000	00000	49,300	1/2 Year pay plan Improvements - Parks
20130	16	80010	500110	000000	00000	36,700	1/2 Year pay plan Improvements - Parks
25010	18	97510	500110	000000	00000	20,800	1/2 Year pay plan Improvements - Police
25020	07	23010	500110	000000	00000	88,300	1/2 Year pay plan Improvements - 911
Net Expenditure Adjustment						$ 739,300	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2021-2022 budget by appropriating funds from increased sales tax collections for pay plan improvements.

Requested By:

1/6/22
Department Head Date

Approved By:

1/6/22
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2022-018
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed 01-04-22

Sponsored by Schilling

First Reading _____ Second Reading _____

COUNCIL BILL 2022-019 SPECIAL ORDINANCE _____

AN ORDINANCE

ADOPTING and authorizing the Mayor to execute the Third Amendment to the Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

_____

WHEREAS, pursuant to Article III, Section 3.1 of the City Charter, the Council of Springfield, Missouri (the "City") previously appointed Jason A. Gage ("Gage") as City Manager for the City effective August 1, 2018; and

WHEREAS, the City and Gage previously entered into an Employment Agreement, as well as First and Second Amendments thereto (collectively Agreement"); and

WHEREAS, the City and Gage desire to amend the Agreement as set forth in the Third Amendment to the Agreement (the "Third Amendment") and the Council seeks to authorize payment of salary and benefits to Gage in accordance with the provisions as set forth therein.

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

Section 1 – The Third Amendment to the Agreement, attached hereto and incorporated herein as "Exhibit A," is hereby adopted by City Council as the Third Amendment to the Agreement and payment of salary and benefits to Gage in accordance therewith is hereby authorized. The Mayor is hereby authorized to execute the Third Amendment to the Agreement.

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

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 019

FILED: 01-04-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Adopting the Third Amendment to the Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage, setting out the terms and conditions of his employment as City Manager; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

BACKGROUND INFORMATION: City Council appointed Mr. Jason A. Gage ("Gage") to serve as City Manager effective August 1, 2018. The current Employment Agreement was first amended August 12, 2019, then later amended September 14, 2021, and the third amendment is attached as "Exhibit A," and sets forth the terms and conditions of employment of Gage as City Manager. The Agreement and its Third Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The Third Amendment will be effective upon execution by Gage and Mayor Ken McClure.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Ken McClure,
Mayor

Exhibit A

THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND JASON A. GAGE

THIS THIRD AMENDMENT to the Employment Agreement between the City of Springfield, Missouri ("City") and Jason A. Gage, City Manager ("Gage") is entered into as of the date of execution.

WHEREAS, the City and Gage are parties to a certain Employment Agreement dated June 1, 2018, which has been previously amended by First and Second amendments (collectively, the "Agreement"); and

WHEREAS, the City and Gage wish to amend certain provisions of the Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective January 30, 2022, Paragraph 5 – Compensation, of the Agreement is hereby deleted in its entirety and the following paragraph is inserted in its place:

   5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning January 30, 2022, Two Hundred Forty-Six Thousand and Three Hundred and Thirteen dollars and Sixty cents ($246,313.60) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed by City Council in conjunction with the City's fiscal year and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. If City Council so desires, it may review Employee's Base Compensation for possible increase at a greater frequency than in conjunction with the City's fiscal year. Notwithstanding the previous sentences, Employee and the City agree that Employee shall not be entitled to, nor shall Employee receive, an increase in Base Compensation in conjunction with the City's 2023 (July of 2022) fiscal year. The Compensation provided in this paragraph shall be in addition to the benefits and other renumerations that are set forth in this Agreement.

3. All remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year written below.

_____	_____
Date	Jason A. Gage
	The City of Springfield, Missouri
	By:_____
	Ken McClure, Mayor

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 01-04-22

Sponsored by Schilling

First Reading _____ Second Reading _____

COUNCIL BILL 2022-020 SPECIAL ORDINANCE _____

AN ORDINANCE

ADOPTING and authorizing the Mayor to execute the Third Amendment to the Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

WHEREAS, the City of Springfield, Missouri, (the "City") entered into an Employment Agreement with Anita J. Cotter ("Cotter"), along with First and Second Amendments thereto (collectively the "Agreement"); and

WHEREAS, the City and Cotter desire to amend the Agreement in the manner set forth in the Third Amendment to the Agreement and authorize payment of salary and benefits to Cotter in accordance therewith.

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

Section 1 – The Third Amendment to the Agreement, attached hereto and incorporated herein as "Exhibit A," is hereby adopted by City Council as the Third Amendment to the Agreement and payment of salary and benefits to Cotter in accordance therewith is hereby authorized. The Mayor is hereby authorized to execute the Third Amendment to the Agreement.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 020

FILED: 01-04-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To adopt and authorize the Mayor to execute the Third Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter, setting out the terms and conditions of her employment as City Clerk; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

BACKGROUND INFORMATION: City Council appointed Anita Cotter ("Cotter") to serve as City Clerk effective May 17, 2015. The current Employment Agreement executed on December 10, 2018, was subsequently amended September 4, 2019, April 19, 2021, and is now being amended with the Third Amendment attached to the proposed bill as "Exhibit A". The Third Amendment, "Exhibit A," sets forth the terms and conditions of employment of Cotter as City Clerk. The Agreement and Third Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The Third Amendment will be effective upon approval by the City Council.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Ken McClure,
Mayor

Exhibit A

THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND ANITA J. COTTER

THIS THIRD AMENDMENT to the Employment Agreement between the City of Springfield, Missouri ("City") and Anita J. Cotter, City Clerk ("Cotter") is entered into as of the date of execution.

WHEREAS, the City and Cotter are parties to a certain Employment Agreement dated December 10, 2018, which has been previously amended by First and Second amendments (collectively, the "Agreement"); and

WHEREAS, the City and Cotter wish to amend certain provisions of the Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective January 30, 2022, the first paragraph of subpart (a) "Without Cause" of Paragraph 8. "Termination" is hereby deleted and the following paragraph is inserted in its place:
    a. **Without Cause**. Notwithstanding any other provision of this Agreement or anything contained herein to the contrary, this Agreement may be terminated without Cause by the City upon thirty (30) days prior written notice, and by Cotter upon sixty (60) days prior written notice. In the event of a termination without Cause by either party, the City reserves the right, at its sole option, at any time within the applicable notice period, to assign Employee transitional duties in addition to or in lieu of Employee's regular duties; provided, however, the City will not diminish Employee's Base Compensation before the expiration of the applicable notice period.

2. Effective January 30, 2022, Paragraph 5 – Compensation, of the Agreement is hereby deleted in its entirety and the following paragraph is inserted in its place:

    5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning January 30, 2022, One Hundred Sixteen Thousand and Eighty-Nine dollars and Twenty Three cents ($116,089.23) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed by City Council in conjunction with the City's fiscal year and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for

other reasons as desired by City Council. If City Council so desires, it may review Employee's Base Compensation for possible increase at a greater frequency than in conjunction with the City's fiscal year. In addition, Employee shall receive longevity pay in the annual amount of One Thousand Two Hundred Dollars ($1,200.00) based on years of service. The compensation provided in this paragraph shall be in addition to the benefits and other renumerations that are set forth in this Agreement.

3. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year written below.

_____	_____
Date	Anita J. Cotter
	The City of Springfield, Missouri
	By:_____
	Ken McClure, Mayor

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 01-04-22

Sponsored by Hardinger

First Reading _____ Second Reading _____

COUNCIL BILL 2022- 021 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING American Rescue Plan Act funds to be paid to eligible full time, non-union employees within the Springfield-Greene County Health Department, the Police Department, and the Fire Department for the purpose of employee retention and adopting a payment schedule for such retention payments; and amending the budget of the City in the amount of $1,719,700 to appropriate funds for said retention payments.

WHEREAS, on November 2, 2021, the Council ARPA Review Committee ("Committee") met and voted to recommend allocating a portion of the City's ARPA funds to provide retention pay for all full-time employees of the City's Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period; and

WHEREAS, on November 15, 2021, City Council approved a resolution expressing City Council's support for the Council ARPA Review Committee's recommendation to provide up to $6,000 in retention pay over a three-year period to all full-time employees of the City's Departments of Police, Fire, and Health, with active employment being a prerequisite to receiving any single retention payments during the three-year period; and authorizing the City Manager and his designees to prepare an ordinance to seek formal City Council approval of such retention payments; and

WHEREAS, after negotiation with the Exclusive Representatives of certain bargaining units within the Police and Fire Departments, it was tentatively agreed that ARPA Retention Payments would be paid to eligible bargaining unit members in three lump-sum payments with one occurring in 2022, one in 2023, and the final in 2024; and

WHEREAS, in order to ensure a fair and uniform approach is applied to both union and non-union eligible employees, it has been determined that eligible non-union employees should also receive ARPA Retention Payments in the same manner as tentatively agreed to be provided to eligible union employees.

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

Section 1 – City Council hereby authorizes American Rescue Plan Act funds to be paid as follows:

a. All full-time, non-union employees within the Police Department, the Fire Department, and the Springfield-Greene County Health Department who are full time employees on February 13, 2022, shall receive a $2,000 retention payment included within the March 3, 2022, paycheck.
b. All full-time, non-union employees within the Police Department, the Fire Department, and the Springfield-Greene County Health Department who are full time employees on February 12, 2023, shall receive a $2,000 retention payment included within the March 2, 2023, paycheck.
c. All full-time, non-union employees within the Police Department, the Fire Department, and the Springfield-Greene County Health Department who are full time employees on February 11, 2024, shall receive a $2,000 retention payment included within the February 29, 2024, paycheck.
d. Notwithstanding the above, eligible employees who are on unpaid military leave at the time of any of the eligible dates (February 13, 2022; February 12, 2023; or February 11, 2024) may choose to receive their $2,000 payment on the respective paycheck set forth above (March 3, 2022; March 2, 2023; and February 29, 2024) but in order to do so such employees must take some amount of paid leave during the applicable pay period. If such employees do not decide to take any paid leave during the applicable pay period, then the respective retention payment will be made at the earlier of when the employee returns from military service or the last paycheck of the calendar year that the retention payment was earned in.

Section 2 – The funds for the above-described retention payments are derived solely from American Rescue Plan Act funds that the City has received from the federal government.

Section 3 – The budget of the City of Springfield for Fiscal year 2022 is hereby amended in the accounts and in the amounts shown on Budget Adjustment No. 046, a copy of which is attached hereto and incorporated herein by reference as “Exhibit 1.”

Section 4 – City Council hereby finds that the budget adjustment made in Section 3 has been recommended by the City Manager and the City Manager is hereby directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 -021

FILED: 01-04-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve American Rescue Plan Act ("ARPA") annual retention payments for all, non-union, full-time employees, of the City's Departments of Police, Fire and Health; and amending the Fiscal Year 2022 budget.

BACKGROUND: City employees continue to demonstrate significant dedication and resilience in delivering public services to the citizens of Springfield through challenging and uncertain times, given the crisis of the pandemic and its aftereffects. ARPA, a federal aid package passed by Congress, provides financial aid to those impacted by the pandemic. The City of Springfield will receive over $40 million in ARPA funds, and those funds must be obligated by the end of 2024 and spent by the end of 2026. On November 2, 2021, the Council ARPA Review Committee ("Committee") voted to recommend allocating a portion of the City's ARPA funds to providing retention pay to all full-time employees of the City's Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period. Subsequently, City Council approved a resolution expressing Council's support of the recommendation to provide up to $6,000 in retention pay over a three-year period to all full-time employees of the City's Departments of Police, Fire, and Health, with active employment being a prerequisite to receiving any single retention payments during the three-year period. The recommendation was that all full-time employees of the Departments of Police, Fire, and Health receive up to $2,000 per year for three years. Based on this, Retention Pay lump sum payments will be made in the amount of $2,000 each, to be earned annually by eligible employees on March 3, 2022, March 2, 2023, and February 29, 2024, respectively, with special provisions addressing employees on unpaid military leave at the time of the annual retention payments.

This proposed Council Bill does not provide for union employees in the above specified departments as those payments are outlined in the respective proposed Collective Bargaining Agreements.

BUDGET NOTES: All costs reflected herein are either included in the budget adjustment attached to the bill (Exhibit 1) for FY 2022, or included in available funding that exists in the adopted FY 2022 budget.

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

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 1

Budget Adjustment
046

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22520	10	15020	500110	103132	00000	$ 179,700	Salaries - Fire
22520	11	50010	500110	103132	00000	750,000	Salaries - Health
22520	18	97510	500110	103132	00000	790,000	Salaries - Police
Net Expenditure Adjustment						$ 1,719,700	

Fund Balance Appropriation:

Fund		Title	Amount
22520		US Dept. of the Treasury Fund	$ (1,719,700)

Explanation: To amend the FY2021-22 budget by appropriating the American Rescue Plan Act fund balance for non-union Health, Police, and Fire employees.

Requested By:

Department Head — Date 1/6/22

Approved By:

Director of Finance — Date 1/6/22

City Manager — Date

Authorization:

Council Bill No. 2022-021
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 01-04-22

Sponsored by: Simpson

First Reading _____ Second Reading _____

COUNCIL BILL 2022- 022 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Second 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, to provide for mid-year pay increases and to provide for distribution of certain American Rescue Plan Act funds to members of the Bargaining Unit for the purpose of employee retention; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Second Addendum to the Collective Bargaining Agreement to the Exclusive Representative; and amending the budget of the City in the amount of $1,670,000 to appropriate funds for said pay increases and retention payments.

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

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

WHEREAS, the City and the IAFF are parties to a certain Collective Bargaining Agreement effective July 1, 2021, and previously entered into a First Addendum thereto (collectively "The IAFF Collective Bargaining Agreement"); and

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

WHEREAS, the City's team met with IAFF and conferred and discussed proposed changes to Section 3.02 "Wages" of The IAFF Collective Bargaining Agreement in order to incorporate a mid-year increase and to provide for distribution of certain American Rescue Plan Act funds to members of the Bargaining Unit; and

WHEREAS, the City's team and IAFF reached an agreement on the Second Addendum to The IAFF Collective Bargaining Agreement and now submit the proposed Second Addendum to City Council for consideration and approval; and

WHEREAS, the Bargaining Unit has ratified the changes set forth in the proposed Second Addendum.

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

Section 1 – The Second Addendum to The IAFF Collective Bargaining Agreement, attached hereto and incorporated herein by reference as "Exhibit 1," has been reviewed and considered by City Council.

Section 2 – City Council hereby approves entering into the Second Addendum to The IAFF Collective Bargaining Agreement that is designated as "Exhibit 1", as a final and binding Second Addendum to The IAFF Collective Bargaining Agreement between the City and the IAFF.

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

Section 4 – The budget of the City of Springfield for Fiscal Year 2022 is hereby amended in the accounts and in the amounts shown on Budget Adjustment No. 044, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 2."

Section 5 – City Council hereby finds that the budget adjustment made in Section 4 has been recommended by the City Manager and the City Manager is hereby directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-022

FILED: 01-04-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Second 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 to provide American Rescue Plan Act of 2021 ("ARPA") retention payments for all full-time employees of the Fire Department over a three-year period and to provide a mid-year, across-the-board pay increase; and authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the Second 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, and Section 3.02(D) of the July 1, 2021, IAFF Collective Bargaining Agreement (CBA), the City and IAFF, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, entered into collective bargaining on December 1, 2021.

ARPA, a federal aid package passed by Congress, provides financial aid to those impacted by the pandemic. The City of Springfield will receive over $40 million in ARPA funds, and those funds must be obligated by the end of 2024 and spent by the end of 2026. As such, City Council's ARPA Review Committee voted to recommend allocating a portion of the City's ARPA funds to provide retention pay for all full-time employees of the City's Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period. Subsequently, City Council approved a resolution expressing Council's support of the recommendation to provide up to $6,000 in retention pay over a three-year period to all full-time employees of the City's Departments of Police, Fire, and Health, with active employment being a prerequisite to receiving any single retention payments during the three-year period. Council also authorized the City to engage in collective bargaining regarding such retention pay. After negotiation, the parties tentatively agreed to retention, lump sum payments in the amount of $2,000 each, to be earned annually by eligible employees on March 3, 2022, March 2, 2023, and February 29, 2024, respectively, with special provisions addressing employees on unpaid military leave at the time of the annual retention payments.

Additionally, effective with the pay period starting January 30, 2022, with a corresponding pay date of February 17, 2022, the City will implement an across-the-board four percent (4%) increase to all Salary Grades listed on the current Fire Protection (FPS) Union 80 Hour and 112 Hour Schedules.

The Second Addendum is attached to the Council Bill as "Exhibit 1," and was ratified by the bargaining unit on December 8, 2021. It amends Section 3.02 - Wages of the CBA to add language regarding the ARPA Retention Pay, as well as the mid-year across-the-board pay increase. The remainder of Section 3.02 - Wages shall remain unchanged. The parties voluntarily agreed to the provisions of the Second Addendum to the CBA through the collective bargaining process. The Second Addendum is to be effective as of the date of execution by the parties and valid through the period of the CBA as set forth in Section 5.03 thereof.

BUDGET NOTES: All costs reflected herein are either included in the budget adjustment attached to the bill ("Exhibit 2") for FY 2022 or included in available funding that exists in the adopted FY 2022 budget.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. It is respectfully requested that City Council approve this Second Addendum to The IAFF Collective Bargaining Agreement to be effective after passage.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

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

THIS SECOND ADDENDUM ("Second Addendum") IS TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 (IAFF).

Whereas, on November 2, 2021, Council's ARPA Review Committee voted to recommend allocating a portion of the City's American Rescue Plan Act ("ARPA") funds to provide retention pay for all full-time employees of the City's Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period;

Whereas, on November 15, 2021, City Council approved a resolution expressing City Council's support for the Council ARPA Review Committee's recommendation to provide up to $6,000 in retention pay over a three-year period to all full-time employees of the City's Departments of Police, Fire, and Health, with active employment being a prerequisite to receiving any single retention payments during the three-year period and authorizing the City to engage in collective bargaining regarding such retention pay; and such pay was anticipated to be provided as up to a $2,000 lump sum in the first year and as equal payments each biweekly pay period in the second and third year;

Whereas, also on November 15, 2021, City Council approved a resolution expressing its support for mid-year pay increases for all City employees;

Whereas, Section 3.02(D) of the July 1, 2021, CBA grants either party the right to notify the other party that it wishes to re-open the CBA for the limited purpose of modifying the CBA to accommodate any ARPA funds allocated to the bargaining unit by the City and the City did provide such notification to the IAFF; and

Whereas, on December 1, 2021, the City and the IAFF, met to discuss ARPA funds to be allocated as retention pay for members of the IAFF bargaining unit and also to discuss a mid-year pay increase.

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 Section 3.02 "Wages" of the CBA by adding new sections E. and F, as set forth below (additions are listed in *italics,* deletions are ~~stricken~~*)*:

SECTION 3.02 – WAGES

E. ARPA Retention Pay. Except as provided in subpart (a) below, all full-time employees within the bargaining unit who are employees on February 13, 2022, will receive a $2,000.00 retention payment included within the March 3, 2022 paycheck; all full-time employees within the bargaining unit who are employees on February 12, 2023, will receive a $2,000.00 retention payment included within the March 2, 2023 paycheck; and all full-time employees within the bargaining unit who are

employees on February 11, 2024, will receive a $2,000.00 retention payment included within the February 29, 2024 paycheck. The parties recognize that these retention payments are derived solely from ARPA funds and that neither ARPA funds nor any other type of funds have been allocated for any retention payments beyond those set forth herein.

(a). Employees on unpaid military leave. Those employees who are on unpaid military leave on any of the three eligible dates (February 13, 2022; February 12, 2023; or February 11, 2024) may choose to receive their $2,000.00 payment on the respective paycheck date set forth above (March 3, 2022; March 2, 2023; and February 29, 2024) but in order to do so such employees must take some amount of paid leave during the applicable pay period. If such employees do not decide to take any paid leave during the applicable pay period, then the respective retention payment will be made at the earlier of when the employee returns from military service or the last paycheck of the calendar year that the retention payment was earned in.

F. Effective with the pay period starting January 30, 2022, with a corresponding pay date of February 17, 2022, the City will implement an across-the-board four percent (4%) increase to all Salary Grades listed on the current Fire Protection (FPS) Union 80 Hour and 112 Hour Schedules. New FPS Union Schedules reflecting these increases are attached hereto and incorporated herein.

_____	_____
Chad Davis, President IAFF Local 152	Jason Gage, City Manager
_____	_____
Date	Date

Certification that this Second Addendum to the July 1, 2021 IAFF 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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
044

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	410510	000000	00000	$ 310,800	General Fund - Sales Tax Revenue
Net Revenue Adjustment						$ 310,800	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15020	500110	000000	00000	$ 310,800	1/2 Year pay plan Improvements - Fire
22520	10	15020	500110	103132	00000	1,670,000	Salaries - Fire
Net Expenditure Adjustment						$ 1,980,800	

Fund Balance Appropriation:

Fund		Title	Amount
22520		US Dept. of the Treasury Fund	(1,670,000)

Explanation: To amend the FY2021-2022 budget by appropriating funds from increased sales tax collections for pay plan improvements and ARPA funds for retention pay for the IAFF collective bargining agreement.

Requested By:

Department Head — Date 1/6/22

Approved By:

Director of Finance — Date 1/6/22

City Manager — Date

Authorization:

Council Bill No. 2022-022
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 01-04-22

Sponsored by Ollis

First Reading _____ Second Reading _____

COUNCIL BILL 2022- 023 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Second Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department to provide for mid-year pay increases and to provide for distribution of certain American Rescue Plan Act funds to members of the Bargaining Unit for the purpose of employee retention; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Second Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and amending the budget of the City in the amount of $3,055,300 to appropriate funds for said pay increases and retention payments.

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

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

WHEREAS, the City and the SPOA are parties to a certain Collective Bargaining Agreement effective July 1, 2021, and previously entered into a First Amendment thereto (collectively "The SPOA Collective Bargaining Agreement"); and

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

WHEREAS, the City's team met with SPOA and conferred and discussed changes to Article 18 "Wages" of The SPOA Collective Bargaining Agreement in order to incorporate a mid-year increase and to provide for distribution of certain American Rescue Plan Act ("ARPA") funds to members of the Bargaining Unit; and

WHEREAS, the City's team and SPOA reached an agreement on the Second Amendment to The SPOA Collective Bargaining Agreement and now submit the proposed Second Amendment to City Council for consideration and approval; and

WHEREAS, the Bargaining Unit has ratified the proposed Second Amendment.

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

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

Section 2 – City Council hereby approves entering into the Second Amendment to The SPOA Collective Bargaining Agreement that is designated as "Exhibit 1," as a final and binding Second Amendment to The SPOA Collective Bargaining Agreement between the City and the SPOA.

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

Section 4 – The budget of the City of Springfield for Fiscal Year 2022 is hereby amended in the accounts and in the amounts shown on Budget Adjustment No. 043, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 2."

Section 5 – City Council hereby finds that the budget adjustment made in Section 4 has been recommended by the City Manager and the City Manager is hereby directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-023

FILED: 01-04-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Second 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 provide for mid-year pay increases and to provide for distribution of certain American Rescue Plan Act funds to members of the Bargaining Unit; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Second 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, and the First Amendment will be fully executed January 3, 2022. "Exhibit 1," attached to the proposed ordinance, reflects the Second Amendment to The SPOA Collective Bargaining Agreement and amends Article 18 – 'Wages".

The City's negotiation team met with SPOA on November 30, 2021, to negotiate and confer about mid-year pay increases and to provide for distribution of certain American Rescue Plan Act funds to members of the Bargaining Unit.

The City notified the SPOA of the City's desire to implement a mid-year pay increase; thus, effective with the pay period starting January 30, 2022, with a corresponding pay date of February 17, 2022, the City will implement an across-the-board four percent (4%) increase to all Salary Grades listed on the current Law Enforcement (LES) Union Salary Schedule.

Additionally, ARPA, a federal aid package passed by Congress, provides financial aid to those impacted by the pandemic. The City of Springfield will receive over $40 million in ARPA funds, and those funds must be obligated by the end of 2024 and spent by the end of 2026. As such, City Council's ARPA Review Committee voted to recommend allocating a portion of the City's ARPA funds to provide retention pay for all full-time employees of the City's Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period. Subsequently, City Council approved a resolution expressing Council's support of the recommendation to provide up to $6,000 in retention pay over a three-year period to all full-time employees of the City's Departments of

Police, Fire, and Health, with active employment being a prerequisite to receiving any single retention payments during the three-year period. Council also authorized the City to engage in collective bargaining regarding such retention pay. After negotiation, the parties tentatively agreed to retention, lump sum payments in the amount of $2,000 each, to be earned annually by eligible employees on March 3, 2022, March 2, 2023, and February 29, 2024, respectively, with special provisions addressing employees on unpaid military leave at the time of the annual retention payments.

On December 13, 2021, the SPOA Bargaining Unit ratified the proposed changes as outlined in “Exhibit 1” amending Article 18 – Wages of the CBA to add language regarding the ARPA Retention Pay, as well as the mid-year across-the-board pay increase. The remainder of the Sections of the Collective Bargaining Agreement shall remain unchanged. This Second Amendment to the agreement was reached voluntarily through the collective bargaining process. The Second Amendment is to be effective as of the date of execution by the parties.

BUDGET NOTES: All costs reflected herein are either included in the budget adjustment attached to the bill (“Exhibit 2”) for FY 2022, or included in available funding that exists in the adopted FY 2022 budget.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. It is respectfully requested that City Council approve this Second Amendment to The SPOA Collective Bargaining Agreement to be effective after passage.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

SECOND AMENDMENT TO JULY 1, 2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICERS ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22

THIS SECOND AMENDMENT ("Second Amendment") IS TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE SPRINGFIELD POLICE OFFICERS ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22 ("SPOA").

Whereas, on November 2, 2021, Council's ARPA Review Committee voted to recommend allocating a portion of the City's American Rescue Plan Act ("ARPA") funds to provide retention pay for all full-time employees of the City's Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period;

Whereas, on November 15, 2021, City Council approved a resolution expressing City Council's support for the Council ARPA Review Committee's recommendation to provide up to $6,000 in retention pay over a three-year period to all full-time employees of the City's Departments of Police, Fire, and Health, with active employment being a prerequisite to receiving any single retention payments during the three-year period and authorizing the City to engage in collective bargaining regarding such retention pay; and such pay was anticipated to be provided as up to a $2,000 lump sum in the first year and as equal payments each biweekly pay period in the second and third year;

Whereas, also on November 15, 2021, City Council approved a resolution expressing its support for mid-year pay increases for all City employees;

Whereas, Section 18.4 of the July 1, 2021, CBA grants either party the right to notify the other party that it wishes to re-open the CBA for the limited purpose of modifying the CBA to accommodate any ARPA funds allocated to the bargaining unit by the City and the City did provide such notification to the SPOA; and

Whereas, on November 30, 2021, the City and the SPOA, met to discuss ARPA funds to be allocated as retention pay for members of the SPOA bargaining unit and also to discuss a mid-year pay increase.

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 18 "Wages" of the CBA by adding new sections 18.7 and 18.8, as set forth below (additions are listed in *italics,* deletions are ~~stricken~~*)*:

ARTICLE 18 – WAGES

18.7 *ARPA Retention Pay. Except as provided in subpart (a) below, all full-time employees within the bargaining unit who are employees on February 13, 2022, will receive a $2,000.00 retention payment included within the March 3, 2022 paycheck; all full-time employees within the bargaining unit who are employees on February 12, 2023, will receive a $2,000.00 retention payment included within the March 2, 2023 paycheck; and all full-time employees within the bargaining unit who are employees on February*

11, 2024, will receive a $2,000.00 retention payment included within the February 29, 2024 paycheck. The parties recognize that these retention payments are derived solely from ARPA funds and that neither ARPA funds nor any other type of funds have been allocated for any retention payments beyond those set forth herein.

(a). Employees on unpaid military leave. Those employees who are on unpaid military leave on any of the three eligible dates (February 13, 2022; February 12, 2023; or February 11, 2024) may choose to receive their $2,000.00 payment on the respective paycheck date set forth above (March 3, 2022; March 2, 2023; and February 29, 2024) but in order to do so such employees must take some amount of paid leave during the applicable pay period. If such employees do not decide to take any paid leave during the applicable pay period, then the respective retention payment will be made at the earlier of when the employee returns from military service or the last paycheck of the calendar year that the retention payment was earned in.

18.8 *Effective with the pay period starting January 30, 2022, with a corresponding pay date of February 17, 2022, the City will implement an across the board four percent (4%) increase to all Salary Grades listed on the current Law Enforcement (LES) Union Schedule. A new LES Union Schedule reflecting these increases is attached hereto and incorporated herein.*

_____	_____
Andrew Zinke, President SPOA 22	Jason Gage, City Manager
_____	_____
Date	Date

Certification that this Second 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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
043

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	410510	000000	00000	$ 360,300	General Fund - Sales Tax Revenue
25010	18	97510	410510	000000	00000	100,000	LEST Sales Tax Fund - Sales Tax Revenue
Net Revenue Adjustment						$ 460,300	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	18	97510	500110	000000	00000	$ 360,300	1/2 Year pay plan Improvements - Police
25010	18	97510	500110	000000	00000	100,000	1/2 Year pay plan Improvements - Police
22520	18	97510	500110	103132	00000	2,595,000	Salaries - Police
Net Expenditure Adjustment						$ 3,055,300	

Fund Balance Appropriation:

Fund		Title	Amount
22520		US Dept. of the Treasury Fund	(2,595,000)

Explanation: To amend the FY2021-2022 budget by appropriating funds from increased sales tax collections for pay plan improvements and ARPA funds for retention pay for the SPOA collective bargining agreement.

Requested By:

1/6/22
Department Head Date

Approved By:

1/6/22
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2022-023
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed 01-04-22

Sponsored by Lear

First Reading _____ Second Reading _____

COUNCIL BILL 2022- 024 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Fourth 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 Employee Group, to provide for freezing of certain steps within certain grades, for mid-year pay increases, and to provide for distribution of certain American Rescue Plan Act funds to limited members of the Bargaining Unit for the purpose of employee retention; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Fourth Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and amending the budget of the City in the amount of $125,300 to appropriate funds for said pay increases and retention payments.

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

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

WHEREAS, the City and the IBEW are parties to a certain Collective Bargaining Agreement effective July 1, 2019, which was previously amended by First, Second, and Third Amendments, (collectively "The CTL Collective Bargaining Agreement"); and

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

WHEREAS, the City's team met with IBEW and conferred and discussed proposed changes to Article XV "Wages" of The CTL Collective Bargaining Agreement in order to freeze certain Steps of certain Salary Grades, to incorporate a mid-year pay increase and to provide for distribution of certain American Rescue Plan Act funds to limited members of the Bargaining Unit who are employed within the Fire Department; and

WHEREAS, IBEW has represented that it has authority to enter into the Fourth Amendment without having it ratified by the entire Bargaining Unit and the City is relying on that representation; and

WHEREAS, the City's team and IBEW reached an agreement on the Fourth Amendment to The CTL Collective Bargaining Agreement and now submit the proposed Fourth Amendment to City Council for consideration and approval;

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

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

Section 2 – City Council hereby approves entering into the Fourth Amendment to The CLT Collective Bargaining Agreement that is designated as "Exhibit 1," as a final and binding Fourth Amendment to The CTL Collective Bargaining Agreement between the City and the IBEW.

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

Section 4 – The budget of the City of Springfield for Fiscal Year 2022 is hereby amended in the accounts and in the amounts shown on Budget Adjustment No. 042, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 2."

Section 5 – City Council hereby finds that the budget adjustment made in Section 4 has been recommended by the City Manager and the City Manager is hereby directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-024

FILED: 01-04-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Fourth 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 to provide for freezing of certain steps within certain grades and implementing a mid-year, across-the-board pay increase for the CTL Union Salary Schedule, and to provide for distribution of certain American Rescue Plan Act ("ARPA") funds to limited members of the Bargaining Unit; and authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the deliver the Fourth 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, and Article VI: Duration and Termination of the current collective bargaining agreement ("The CTL Collective Bargaining Agreement") July 1, 2019, the City and IBEW, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor Employee Group, conferred and discussed proposed changes to The CTL Collective Bargaining Agreement.

The City notified the IBEW of the City's desire to freeze certain steps for certain grades on the Crafts, Trades and Labor Union Salary Schedule ("CTL"), as well as implement mid-year pay increase for employees within the bargaining unit. Thus, effective with the pay period starting January 30, 2022, with a corresponding pay date of February 17, 2022, in order to address competitive pay concerns for entry pay rates, the City will freeze certain specified pay steps on Salary Grades One through Six and implement an across-the-board four percent (4%) increase to all Salary Grades listed on the current CTL Union Salary Schedule.

Additionally, ARPA, a federal aid package passed by Congress, provides financial aid to those impacted by the pandemic. The City of Springfield will receive over $40 million in ARPA funds, and those funds must be obligated by the end of 2024 and spent by the end of 2026. As such, City Council's ARPA Review Committee voted to recommend allocating a portion of the City's ARPA funds to provide retention pay for all full-time employees of the City's Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period. Subsequently, City Council approved a resolution expressing Council's support of the recommendation to provide up to $6,000 in retention pay over a three-year period to all full-time employees of the City's Departments of Police, Fire, and Health, with active employment being a prerequisite to receiving any

single retention payments during the three-year period. Council also authorized the City to engage in collective bargaining regarding such retention pay. After negotiation, the parties tentatively agreed to retention, lump sum payments in the amount of $2,000 each, to be earned annually by eligible employees on March 3, 2022, March 2, 2023, and February 29, 2024, respectively, with special provisions addressing employees on unpaid military leave at the time of the annual retention payments.

The Fourth Amendment is attached to the Council Bill as "Exhibit 1," amending Article XV – 'Wages' of The CTL Collective Bargaining Agreement to freeze certain steps on the CTL Salary Schedule, incorporate a mid-year across-the-board pay increase, and add language regarding the ARPA Retention Pay. The remainder of Article XV shall remain unchanged. IBEW represented that it has authority to enter into the Fourth Amendment without having it ratified by the Bargaining Unit and the City is relying on that representation. As such, the parties voluntarily agreed to the provisions of the Fourth Amendment to The CTL Collective Bargaining Agreement, that was previously amended by the First Amendment on December 22, 2020, by the Second Amendment on June 30, 2021, and by the Third Amendment to be fully executed January 3, 2022. The Fourth Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA.

BUDGET NOTES: All costs reflected herein are either included in the budget adjustment attached to the bill ("Exhibit 2") for FY 2022, or included in available funding that exists in the adopted FY 2022 budget.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. It is respectfully requested that City Council approve this Fourth Amendment for The CTL Collective Bargaining Agreement to be effective after passage.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

FOURTH 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 FOURTH AMENDMENT ("Forth 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, on November 2, 2021, Council's ARPA Review Committee voted to recommend allocating a portion of the City's American Rescue Plan Act ("ARPA") funds to provide retention pay for all full-time employees of the City's Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period;

Whereas, on November 15, 2021, City Council approved a resolution expressing City Council's support for the Council ARPA Review Committee's recommendation to provide up to $6,000 in retention pay over a three-year period to all full-time employees of the City's Departments of Police, Fire, and Health, with active employment being a prerequisite to receiving any single retention payments during the three-year period and authorizing the City to engage in collective bargaining regarding such retention pay; and such pay was anticipated to be provided as up to a $2,000 lump sum in the first year and as equal payments each biweekly pay period in the second and third year;

Whereas, also on November 15, 2021, City Council approved a resolution expressing its support for mid-year pay increases for all City employees;

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 wages of the bargaining unit, then such changes are subject to impact bargaining;

Whereas, the City provided notice to the IBEW of the City's desire to implement mid-year pay increases for employees within the bargaining unit, to freeze certain steps for certain grades within the bargaining unit, and to discuss ARPA retention payments that certain bargaining unit employees who are employed within the Fire Department may be eligible for;

Whereas, on December 2, 2021, the City and IBEW met to discuss mid-year pay increases, the freezing of certain steps of certain salary grades, and ARPA retention payments for certain bargaining unit employees who are employed within the Fire Department;

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

NOW therefore, in consideration of the foregoing, and contingent upon authorization from City Council and execution by both parties, the parties agree to amend Article XV "Wages" of the CBA by adding three new sections to that article: "2. Mid-Year Increases for Fiscal Year 2022;" "3. Freezing of Certain Steps;" and "4. ARPA Retention Payments For Certain Bargaining Unit Employees" as set forth below (additions are listed in *italics,* deletions are ~~stricken~~*)*:

Article XV: Wages

Section 2. Mid-Year Increases for Fiscal Year 2022

Effective with the pay period starting January 30, 2022, the City will implement a four percent (4%) across-the-board increase to all Salary Grades listed on the current (as of 12/1/21) Crafts, Trades, and Labor (CTL) Union Salary Schedule. A new CTL Union Salary Schedule reflecting these increases is attached hereto and incorporated herein.

Section 3. Freezing of Certain Steps

Effective with the pay period starting January 30, 2022:

- *bargaining unit employees currently in Steps 3 through 5 of the CTL Union Salary Grade 1 shall move to Step 6 of Salary Grade 1 and Steps 3 through 5 shall be frozen;*
- *bargaining unit employees currently in Steps 3 or 4 of CTL Union Salary Grade 2 shall move to Step 5 of Salary Grade 2 and Steps 3 and 4 shall be frozen;*
- *bargaining unit employees currently in Steps 3 or 4 of CTL Union Salary Grade 3 shall move to Step 5 of Salary Grade 3 and Steps 3 and 4 shall be frozen;*
- *bargaining unit employees currently in Steps 3 or 4 of CTL Union Salary Grade 4 shall move to Step 5 of Salary Grade 4 and Steps 3 and 4 shall be frozen;*
- *bargaining unit employees currently in Steps 3 or 4 of CTL Union Salary Grade 5 shall move to Step 5 of Salary Grade 5 and Steps 3 and 4 shall be frozen;*
- *bargaining unit employees currently in Step 3 of CTL Union Salary Grade 6 shall move to Step 4 of Salary Grade 6 and Step 3 shall be frozen; and*
- *all bargaining unit employees moved to a new Step pursuant to the above shall have their appraisal increment date reset to January 30 for eligibility of future increments when Merit Steps are funded.*

Section 4. ARPA Retention Payments For Certain Bargaining Unit Employees

Any full-time employees within the bargaining unit who are regularly employed within the Fire Department as of February 13, 2022, will receive a $2,000.00 retention payment included within the March 3, 2022 paycheck. Any full-time employees within the bargaining unit who are regularly employed within the Fire Department as of February 12, 2023, will receive a $2,000.00 retention payment included within the March 2, 2023 paycheck. Any full-time employees within the bargaining unit who are regularly employed within the Fire Department as of February 11, 2024, will receive a $2,000.00 retention payment included within the February 29, 2024 paycheck.

As of 12/1/21, there are currently two full-time employees within the bargaining unit who are regularly a employed within the Fire Department. It is understood that bargaining unit employees who are not

regularly employed within the Fire Department shall not be eligible for or receive the above mentioned ARPA retention payments. Further, the parties recognize that these retention payments are derived solely from ARPA funds and that neither ARPA funds nor any other type of funds have been allocated for any retention payments beyond those set forth herein.

_____	_____
Tony Parrish, Business Manager IBEW, Local 753	Jason Gage, City Manager City of Springfield
_____	_____
Date	Date

Certification that this Fourth Amendment to the July 1, 2019 IBEW CTL 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

CITY OF SPRINGFIELD, MO
Human Resources Department
CRAFTS, TRADES AND LABOR (CTL) UNION SALARY SCHEDULE

SALARY CHANGE: **4%**

EFFECTIVE DATE: **1/30/2022**

GRADE: CTL 1 - CTL 13

GRADE	STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		GRADE
		953.60		**1,004.80**		**1,086.40**		**1,140.80**		**1,270.40**		**1,326.40**		**1,395.20**	
CTL 1	11.92	24,793.60	12.56	26,124.80	13.58	28,246.40	14.26	29,660.80	15.88	33,030.40	16.58	34,486.40	17.44	36,275.20	**CTL1**
		1,000.00		**1,060.80**		**1,149.60**		**1,208.00**		**1,340.80**		**1,400.00**		**1,471.20**	
CTL 2	12.50	26,000.00	13.26	27,580.80	14.37	29,889.60	15.10	31,408.00	16.76	34,860.80	17.50	36,400.00	18.39	38,251.20	**CTL 2**
		1,050.40		**1,112.80**		**1,200.80**		**1,259.20**		**1,396.80**		**1,457.60**		**1,532.00**	
CTL 3	13.13	27,310.40	13.91	28,932.80	15.01	31,220.80	15.74	32,739.20	17.46	36,316.80	18.22	37,897.60	19.15	39,832.00	**CTL 3**
		1,104.00		**1,169.60**		**1,260.80**		**1,324.80**		**1,463.20**		**1,525.60**		**1,604.00**	
CTL 4	13.80	28,704.00	14.62	30,409.60	15.76	32,780.80	16.56	34,444.80	18.29	38,043.20	19.07	39,665.60	20.05	41,704.00	**CTL 4**
		1,136.00		**1,196.00**		**1,288.80**		**1,350.40**		**1,493.60**		**1,558.40**		**1,637.60**	
CTL 5	14.20	29,536.00	14.95	31,096.00	16.11	33,508.80	16.88	35,110.40	18.67	38,833.60	19.48	40,518.40	20.47	42,577.60	**CTL 5**
		1,196.80		**1,253.60**		**1,348.80**		**1,417.60**		**1,561.60**		**1,628.80**		**1,712.00**	
CTL 6	14.96	31,116.80	15.67	32,593.60	16.86	35,068.80	17.72	36,857.60	19.52	40,601.60	20.36	42,348.80	21.40	44,512.00	**CTL 6**
		1,262.40		**1,327.20**		**1,424.80**		**1,494.40**		**1,640.80**		**1,712.00**		**1,799.20**	
CTL 7	15.78	32,822.40	16.59	34,507.20	17.81	37,044.80	18.68	38,854.40	20.51	42,660.80	21.40	44,512.00	22.49	46,779.20	**CTL 7**
		1,328.80		**1,391.20**		**1,492.00**		**1,565.60**		**1,716.80**		**1,791.20**		**1,882.40**	
CTL 8	16.61	34,548.80	17.39	36,171.20	18.65	38,792.00	19.57	40,705.60	21.46	44,636.80	22.39	46,571.20	23.53	48,942.40	**CTL 8**
		1,402.40		**1,472.80**		**1,580.00**		**1,659.20**		**1,815.20**		**1,892.80**		**1,989.60**	
CTL 9	17.53	36,462.40	18.41	38,292.80	19.75	41,080.00	20.74	43,139.20	22.69	47,195.20	23.66	49,212.80	24.87	51,729.60	**CTL 9**
		1,484.80		**1,560.00**		**1,672.00**		**1,754.40**		**1,915.20**		**1,998.40**		**2,099.20**	
CTL 10	18.56	38,604.80	19.50	40,560.00	20.90	43,472.00	21.93	45,614.40	23.94	49,795.20	24.98	51,958.40	26.24	54,579.20	**CTL 10**
		1,554.40		**1,632.80**		**1,745.60**		**1,833.60**		**1,998.40**		**2,084.80**		**2,191.20**	
CTL 11	19.43	40,414.40	20.41	42,452.80	21.82	45,385.60	22.92	47,673.60	24.98	51,958.40	26.06	54,204.80	27.39	56,971.20	**CTL 11**
		1,616.80		**1,692.80**		**1,808.00**		**1,899.20**		**2,067.20**		**2,156.80**		**2,267.20**	
CTL 12	20.21	42,036.80	21.16	44,012.80	22.60	47,008.00	23.74	49,379.20	25.84	53,747.20	26.96	56,076.80	28.34	58,947.20	**CTL 12**
		1,680.00		**1,771.20**		**1,889.60**		**1,984.80**		**2,156.00**		**2,249.60**		**2,364.00**	
CTL 13	21.00	43,680.00	22.14	46,051.20	23.62	49,129.60	24.81	51,604.80	26.95	56,056.00	28.12	58,489.60	29.55	61,464.00	**CTL 13**

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
042

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	410510	000000	00000	$ 54,100	General Fund - Sales Tax Revenue
20120	16	80010	410510	000000	00000	23,500	2001 Parks Sales Tax Fund - Sales Tax Revenue
20130	16	80010	410510	000000	00000	32,800	2006 Parks Sales Tax Fund - Sales Tax Revenue
Net Revenue Adjustment						$ 110,400	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	Various		500110	000000	00000	$ 54,100	1/2 Year pay plan Improvements - General Fund Depts
20120	16	80010	500110	000000	00000	23,500	1/2 Year pay plan Improvements - Parks
20130	16	80010	500110	000000	00000	32,800	1/2 Year pay plan Improvements - Parks
22520	10	15020	500110	103132	00000	15,300	Salaries - Fire
Net Expenditure Adjustment						$ 125,700	

Fund Balance Appropriation:

Fund		Title	Amount
22520		US Dept. of the Treasury Fund	(15,300)

Explanation: To amend the FY2021-2022 budget by appropriating funds from increased sales tax collections for pay plan improvements and ARPA funds for retention pay for the IBEW-CLT collective bargining agreement.

Requested By:

1/6/22
Department Head Date

Approved By:

1/6/22
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2022-024
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed 01-04-22

Sponsored by Lear

First Reading _____ Second Reading _____

COUNCIL BILL 2022- 025 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Second 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, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative, and Technical Employee Group, to provide for freezing of certain steps within certain grades and for mid-year pay increases for all members of the Bargaining Unit; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Second Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and amending the budget of the City in the amount of $8,100 to appropriate funds for the pay increases.

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

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

WHEREAS, the City and the IBEW are parties to a certain Collective Bargaining Agreement effective July 1, 2021, which was previously amended by a First Amendment, (collectively "The Limited PAT Collective Bargaining Agreement"); and

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

WHEREAS, the City's team met with IBEW and conferred and discussed proposed changes to Article XV "Wages" of The Limited PAT Collective Bargaining Agreement in order to freeze certain Steps of certain Salary Grades, and to incorporate a mid-year pay increase for all members of the Bargaining Unit; and

WHEREAS, IBEW has represented that it has authority to enter into the Second Amendment without having it ratified by the entire Bargaining Unit and the City is relying on that representation; and

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

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

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

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

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

Section 4 – The budget of the City of Springfield for Fiscal Year 2022 is hereby amended in the accounts and in the amounts shown on Budget Adjustment No. 041, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 2."

Section 5 – City Council hereby finds that the budget adjustment made in Section 4 has been recommended by the City Manager and the City Manager is hereby directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 025

FILED: 01-04-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Second Amendment to the July 1, 2021, 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 consisting of limited employees within the Professional, Administrative, and Technical ("PAT"), Employee Group to provide for freezing of certain steps within certain grades and for mid-year pay increases for all members of the Bargaining Unit; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Second 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 and amended by First Amendment to be fully executed on January 3, 2022.

The City notified the IBEW of the City's desire to freeze certain steps for certain grades on the PAT Salary Schedules, as well as implement mid-year pay increase for employees within the bargaining unit. Thus, effective with the pay period starting January 30, 2022, with a corresponding pay date of February 17, 2022, in order to address competitive pay concerns for entry pay rates, the City will freeze certain specified pay steps on Salary Grades Five and Six and implement an across-the-board four percent (4%) increase to all Salary Grades listed on the current PAT Salary Schedules.

The Second Amendment is attached to the Council Bill as "Exhibit 1," amending Article XV – 'Wages' of The Limited PAT Collective Bargaining Agreement to freeze certain steps on the PAT Salary Schedules and incorporate a mid-year across-the-board pay increase. The remainder of Article XV shall remain unchanged. IBEW represented that it has authority to enter into the Second Amendment without having it ratified by the Bargaining Unit and the City is relying on that representation. As such, the parties voluntarily agreed to the provisions of the Second Amendment to The Limited PAT Collective Bargaining Agreement, that was previously amended by the First Amendment to be fully executed on January 3, 2022. The Second Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA.

BUDGET NOTES: All costs reflected herein are either included in the budget adjustment attached to the bill ("Exhibit 2") for FY 2022, or included in available funding that exists in

the adopted FY 2022 budget.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. It is respectfully requested that City Council approve this Second Amendment for the Limited PAT Collective Bargaining Agreement to be effective after passage.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Jason Gage,
City Manager

Exhibit 1

SECOND 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 SECOND AMENDMENT ("Second 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 ("IBEW"), EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP.

Whereas, on November 15, 2021, City Council approved a resolution expressing its support for mid-year pay increases for all City employees;

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 wages of the bargaining unit, then such changes are subject to impact bargaining;

Whereas, the City provided notice to the IBEW of the City's desire to implement mid-year pay increases for employees within the bargaining unit and to freeze certain steps for certain grades within the bargaining unit;

Whereas, on December 2, 2021, the City and IBEW met to discuss mid-year pay increases and the freezing of certain steps;

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

NOW therefore, in consideration of the foregoing, and contingent upon authorization from City Council and execution by both parties, the parties agree to amend Article XV "Wages" of the CBA by adding two new sections to that article: "2. Mid-Year Increases for Fiscal Year 2022" and "3. Freezing of Certain Steps," as set forth below (additions are listed in *italics,* deletions are ~~stricken~~*)*:

Article XV: Wages

Section 2. Mid-Year Increases for Fiscal Year 2022

Effective with the pay period starting January 30, 2022, the City will implement a four percent (4%) increase to all Salary Grades listed on the current (as of 12/1/21) Professional, Administrative, & Technical (PAT) IBEW Union Salary Schedule. A new PAT IBEW Union Salary Schedule reflecting these increases is attached hereto and incorporated herein.

Section 3. Freezing of Certain Merit Steps

Effective with the pay period starting January 30, 2022:

- *bargaining unit employees currently in Steps 1 through 3 of the PAT IBEW Union Salary Grade 5 shall move to Step 4 of Salary Grade 5 and Steps 1 through 3 shall be frozen;*
- *bargaining unit employees currently in Step 1 of the PAT IBEW Union Salary Grade 6 shall move to Step 2 of Salary Grade 6 and Step 1 shall be frozen; and*
- *all bargaining unit employees moved to a new Step pursuant to the above shall have their appraisal increment date reset to January 30 for eligibility of future increments when Merit Steps are funded.*

_____	_____
Tony Parrish, Business Manager IBEW, Local 753	Jason Gage, City Manager City of Springfield
_____	_____
Date	Date

Certification that this Second Amendment to the July 1, 2021 IBEW PAT 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

CITY OF SPRINGFIELD, MO
Human Resources Department
PROFESSIONAL, ADMINISTRATIVE & TECHNICAL (PAT) IBEW UNION SALARY SCHEDULE

SALARY CHANGE: **4%**

EFFECTIVE DATE: **1/30/2022**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		GRADE
PAT IBEW	992.00		1,073.60		1,124.80		1,182.40		1,234.40		1,332.80		1,464.00		1,538.40		1,616.00		1,656.80		PAT IBEW
UNION 5	12.40	25,792.00	13.42	27,913.60	14.06	29,244.80	14.78	30,742.40	15.43	32,094.40	16.66	34,652.80	18.30	38,064.00	19.23	39,998.40	20.20	42,016.00	20.71	43,076.80	UNION 5
PAT IBEW	1,184.00		1,239.20		1,297.60		1,361.60		1,433.60		1,536.80		1,678.40		1,764.00		1,852.80		1,899.20		PAT IBEW
UNION 6	14.80	30,784.00	15.49	32,219.20	16.22	33,737.60	17.02	35,401.60	17.92	37,273.60	19.21	39,956.80	20.98	43,638.40	22.05	45,864.00	23.16	48,172.80	23.74	49,379.20	UNION 6
PAT IBEW	1,422.40		1,492.00		1,564.00		1,642.40		1,721.60		1,842.40		1,999.20		2,100.80		2,207.20		2,262.40		PAT IBEW
UNION 7	17.78	36,982.40	18.65	38,792.00	19.55	40,664.00	20.53	42,702.40	21.52	44,761.60	23.03	47,902.40	24.99	51,979.20	26.26	54,620.80	27.59	57,387.20	28.28	58,822.40	UNION 7
PAT IBEW	1,531.20		1,609.60		1,684.00		1,772.80		1,866.40		1,989.60		2,155.20		2,264.80		2,379.20		2,439.20		PAT IBEW
UNION 8	19.14	39,811.20	20.12	41,849.60	21.05	43,784.00	22.16	46,092.80	23.33	48,526.40	24.87	51,729.60	26.94	56,035.20	28.31	58,884.80	29.74	61,859.20	30.49	63,419.20	UNION 8
PAT IBEW	1,658.40		1,740.80		1,824.80		1,923.20		2,011.20		2,144.00		2,318.40		2,436.80		2,558.40		2,623.20		PAT IBEW
UNION 9	20.73	43,118.40	21.76	45,260.80	22.81	47,444.80	24.04	50,003.20	25.14	52,291.20	26.80	55,744.00	28.98	60,278.40	30.46	63,356.80	31.98	66,518.40	32.79	68,203.20	UNION 6

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
041

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	410510	000000	00000	$ 8,100	General Fund - Sales Tax Revenue
Net Revenue Adjustment						$ 8,100	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	20	73010	500110	000000	00000	$ 8,100	1/2 Year Pay Plan Improv. - Public Works IBEW-PAT
Net Expenditure Adjustment						$ 8,100	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2021-2022 budget by appropriating funds from increased sales tax collections for pay plan improvements for the IBEW- PAT collective bargining agreement.

Requested By:

Department Head 1/6/22 Date

Approved By:

Director of Finance 1/6/22 Date

City Manager Date

Authorization:

Council Bill No. 2022-025
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 01-04-22

Sponsored by: Romine

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 026 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a license agreement with Environmental Works, Inc., for the purpose of installing and maintaining monitoring wells on public property at 2750 West Kearney to monitor groundwater conditions, at no cost to the City.

WHEREAS, the Greenfield Environmental Multistate Trust LLC (the "Multistate Trust") has been established pursuant to that certain Consent Decree and Environmental Settlement Agreement (the "Settlement Agreement") entered in the U.S. Bankruptcy Court for the Southern District of New York in the matter of *In re: Tronox Incorporated, et al*., Case No. 09-10156 (ALG), and that certain Environmental Response Trust Agreement (the "Multistate Trust Agreement"; together with the Settlement Agreement, the "Tronox Bankruptcy Agreements") entered into pursuant to the Settlement Agreement on February 14, 2011; and

WHEREAS, pursuant to the Tronox Bankruptcy Agreements, Tronox Incorporated and its affiliates (collectively, "Tronox") conveyed to the Multistate Trust by quitclaim deed Tronox's right, title and interest, if any, in and to the property commonly known and described as the former Tronox/Kerr-McGee Site located in the City of Springfield, County of Greene, and State of Missouri (the "Site"); and

WHEREAS, pursuant to the Tronox Bankruptcy Agreements, the Multistate Trust is responsible for, among other things, managing and/or funding Environmental Actions (as defined in the Tronox Bankruptcy Agreements) relative to the Site, subject to available funding in a budget approved by the State of Missouri, acting by and through the Missouri Department of Natural Resources (the "Agency"); and

WHEREAS, in connection with its responsibilities and duties pursuant to the terms of the Tronox Bankruptcy Agreements the Multistate Trust created an Off-Facility Investigation Work Plan (hereinafter "OFI Work Plan") approved by the Missouri Department of Natural Resources, and pursuant to the OFI Work Plan desires to access and place a monitoring well or wells on certain real property owned by the City of

Springfield, Missouri and utilized as Fire Station #5, said property identified as Greene County Assessor Parcel No. 1309101013, and approximately depicted on “Exhibit 1” attached hereto and incorporated herein by reference (the “City Property”); and

WHEREAS, Environmental Works, Inc., acting as the consultant for Multistate Trust, requires the permission of the City to install the monitoring well(s) on the City Property at no cost to the City.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a license agreement with Environmental Works, Inc., said agreement to be substantially similar to that document attached hereto and incorporated herein by this reference as "Exhibit 2."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-026

FILED: 01-04-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, to enter into a license agreement with Environmental Works, Inc. for the purpose of installing and maintaining a ground water monitoring well on public property to monitor groundwater conditions in accordance with Greenfield Environmental Multistate Trust, LLC, Off-Facility Investigation Work Plan.

BACKGROUND INFORMATION: The proposed monitoring well will be part of an environmental investigation that is taking place regarding the property commonly known and described as the former Tronox/Kerr-McGee Site located in the City of Springfield and will be at no cost to the City. This investigation is conducted pursuant to the Tronox Bankruptcy Agreements by the Greenfield Environmental Multistate Trust, LLC with the oversight and approval of the Missouri Department of Natural Resources. The Multistate Trust has, pursuant to their Off-Facility Investigation Work Plan (hereinafter "OFI Work Plan") approved by the Missouri Department of Natural Resources, requested permission to place a ground water monitoring well on City property currently used as Fire Station #5 located at 2750 West Kearney ("Exhibit 1"). The fire chief has reviewed and approved the requested location provided fire station access is maintained during the process, there is no interference with the operation of the fire station or personnel, and any damage caused by the well, or operation and maintenance of same, is restored to the condition found at the time of initial installation.

The license agreement ("Exhibit 2") permits the consultant, Environmental Works, Inc., to install and maintain the monitoring well on the City property at 2750 West Kearney in a location ("Exhibit 1") and manner approved by the fire chief. The City has previously granted permission to install similar wells in other locations. Proof of insurance has been submitted.

Supports the following City Council Priorities:

- Public Safety

FINANCIAL: The cost of installation and maintenance falls to Greenfield Environmental Multistate Trust, LLC.

RECOMMENDATION: Environmental Services and the Fire Department recommend passage of this Ordinance.

Submitted by:

Errin Kemper,
Director of Environmental Services

Recommended by:

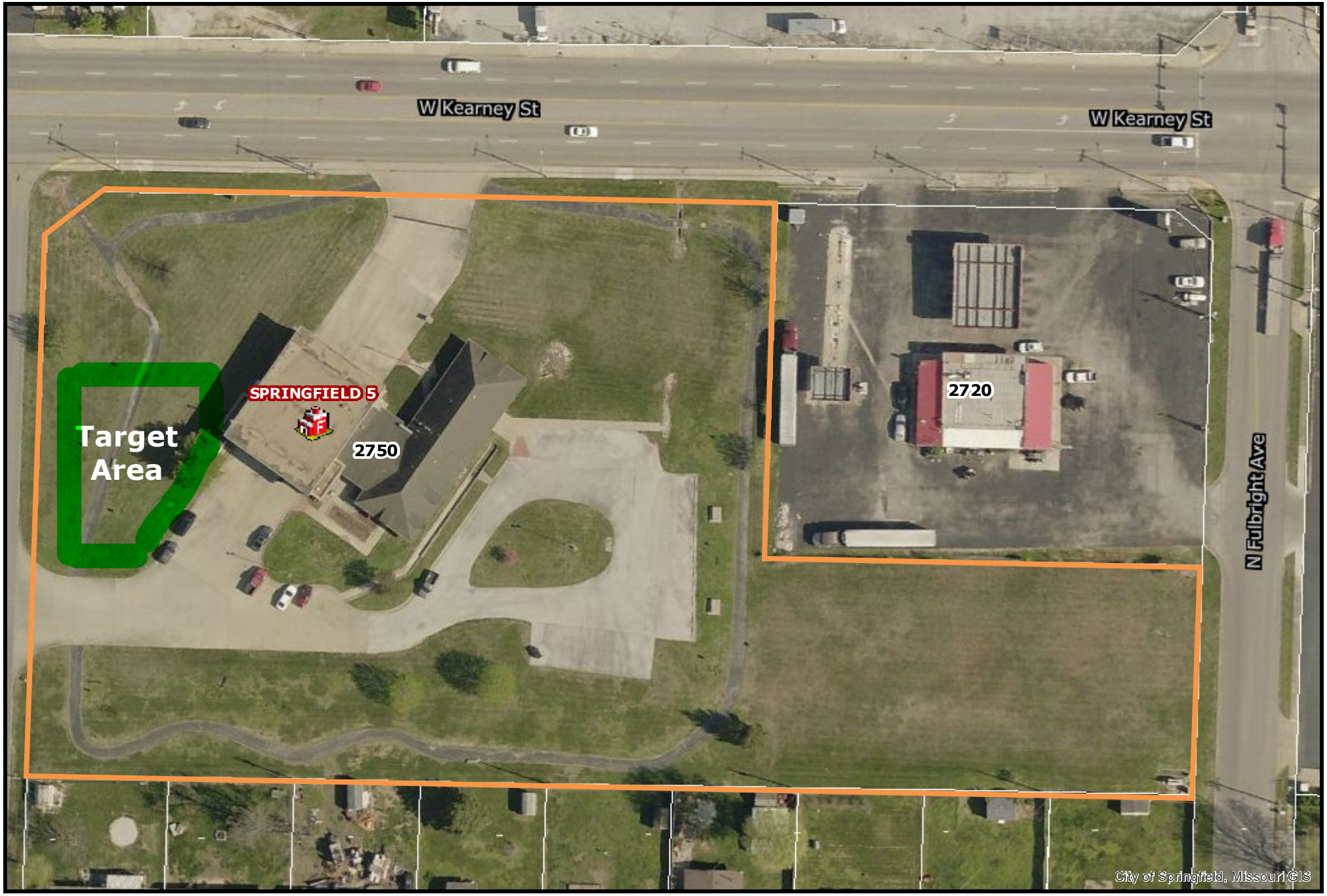
Errin Kemper,
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

Exhibit 1 - Fire Station #5

Exhibit 1



CITY OF Springfield
(417) 864-1000

0 0.00750.015 0.03
mi

Target Area for Proposed Well Installation

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.

12/16/2021

Exhibit 2

ROUTING ORDER	*(1) ORIGINATING DEPARTMENT*	(2) LICENSEE	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	*TERMINATION DATE*	CONTRACT NUMBER:	

( ) NEW CONTRACT ( ) RENEWAL OF CONTRACT NO. _____

CITY	LICENSEE
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE: 417-1801 FAX: 417-1983 ATTN: MANDY BUETTGEN-QUINN DEPT: TRAFFIC OPERATIONS	ENVIRONMENTAL WORKS, INC. 1455 E. CHESTNUT EXPRESSWAY SPRINGFIELD, MO 65802 PHONE: 417-890-9500 FAX: 417-823-9659 ATTN: BARBARA GARCIA _____ _____

LICENSE AGREEMENT
FOR MONITORING WELLS

This License Agreement, made and entered into this ____ day of _____, 20___, by and between Environmental Works, Inc. (hereinafter "Licensee") and the City of Springfield, Missouri, a municipal corporation (hereinafter "City").

WITNESSETH:

Whereas, the City is the owner of certain real property located at 2750 West Kearney Street, Springfield, Missouri and identified as Greene County Assessor Parcel No. 1309101013 (hereinafter "City Property"), and

Whereas, Licensee is a Missouri corporation in good standing, with its principal offices at 1455 E. Chestnut Expressway, Springfield, Missouri, 65802, and

Whereas, Licensee is an environmental consulting firm which provides sampling and analysis services for public and private clients in connection with, among other things, hazardous releases from underground storage tanks and other sources, and

Whereas, Licensee has been retained by Greenfield Environmental Multistate Trust LLC, a Delaware limited liability company, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust (hereinafter "Multistate Trust"), for the purpose of performing environmental activities related to the former Tronox/Kerr-McGee Wood Treatment Facility located in Springfield, Missouri, and

Whereas, pursuant to the Multistate Trust's Off-Facility Investigation Work Plan (hereinafter "OFI Work Plan") approved by the Missouri Department of Natural Resources, the Licensee has requested access to the City Property to install monitoring wells.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by the City and Licensee, as follows:

1. License to Install and Maintain Groundwater Monitor Wells: City hereby grants to Licensee, its subcontractors, employees and agents, a license to enter upon City Property for the purpose of installing, inspecting, periodically testing, repairing, and maintaining, up to three groundwater monitor wells in connection with the OFI Work Plan, said monitoring wells to be installed as near as feasible to the location shown on **Exhibit A**, which is attached hereto and incorporated herein by reference. This license shall commence on the date of the execution of this agreement and shall continue until terminated by either party. Upon termination, all well equipment shall be removed, the wells properly capped and covered by Licensee and the right-of-way premises restored to the satisfaction of City upon termination of this license.

2. Location of Monitoring Wells: The monitoring well locations selected by Licensee shall be approved by a designated representative of the City's Department of Public Works and Fire Department prior to installation, who may regulate the time of the work and may require the work to be stopped at any time, in his or her discretion. Licensee, however, shall have full responsibility for the locations of the monitoring wells installed. Installation and removal of the wells shall be undertaken pursuant to an excavation permit from the Director of Public Works, subject to the requirements of the applicable City ordinances. Licensee shall conduct its activities so as to minimize any damage to City Property, and so as to not interfere with fire station access, the operation of the fire station or personnel, or the movement of motor vehicles in the areas where the monitoring wells are installed. Adequate guards and warning signs or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices will be provided by Licensee during construction. The monitoring wells shall not be installed below a depth of fifty (50) feet without express approval of the City and shall at all times be in compliance with applicable City ordinances. The monitoring wells shall be protected by metal covers flush with grade and the wells shall be constructed below ground level upon completion. Casings shall contain a locking device to prevent unauthorized access to the well. No subsurface water drawn from the wells shall be stored on City premises. Well equipment shall conform to the description in **Exhibit B** attached hereto.

3. Indemnity: Licensee, in consideration for the grant of this license, agrees to defend and indemnify, and save the City and its duly elected officials, employees and agents, harmless from any and all claims, demands, causes of action, damages, judgments, costs, attorney fees or expenses, of any sort or kind whatsoever, including all damages for any injuries to person or persons, including death, or to property, arising out of or in connection with the activities on the property by Licensee, its subcontractors, agents and employees, notwithstanding any possible negligence on the part of the City, its duly elected officials, agents or employees, whether sole, concurrent or otherwise.

4. Insurance: Without limiting any of the other obligations or liabilities of the Licensee, the Licensee shall secure and maintain at its own cost and expense, throughout the duration of this License Agreement insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this License Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the Licensee to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Licensee to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this License Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of this License Agreement and prior to Licensee exercising any rights pursuant to this License Agreement. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Licensee agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Licensee, its employees, officers or agents. Licensee agrees to cause its insurer to name City as an additional

insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is subcontracted, the Licensee shall require its agents to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Licensee shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

5. Conformity with Environmental Regulations: Licensee shall not cause or create any environmental hazards on the City Property, nor violate any other governmental laws or regulations which may be applicable to its activities on the premises and shall obtain any and all licenses, permits or consents which may be required for its activities on the premises. Licensee shall insure that its activities do not interfere, directly or indirectly, with any City operations. Licensee shall insure that any subcontractor shall comply with the requirements of this paragraph.

6. Restoration of Premises: Licensee will, at its own expense, promptly upon completion of the work, restore the premises to their pre-existing condition and to the satisfaction of the Department of Public Works.

7. Change in Grade: If the City changes the grade of the row, or changes the location of the street surface, improvements, structures or appurtenances located thereon during the term of the license, or any extensions thereof, thereby necessitating work on or relocation of the well, such work or relocation shall be at Licensee's sole cost and expense.

8. Compensation: No compensation will be payable from the City to Licensee, nor will Licensee be required to pay to City any rent or other fee for entry upon City premises, in accordance with this License Agreement.

9. Conflict of Interest: Licensee certifies that no member or officer of its corporation is an officer or employee of the City, or any of its boards or agencies, and further that no officer or employee or the City has any financial interest, direct or indirect, in this contract, nor is there any conflict of interest under state law.

10. Discrimination: The Licensee agrees not to discriminate on the basis of or because of the race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any person in connection with it activities under the license.

11. Assignment: This License may not be assigned to any other party. City must approve any subcontractor performing work under this license.

12. Notices: Any notices given under this agreement shall be in writing and may be delivered in person or by facsimile transmission, to City, addressed to Frank Romines, City Attorney, City of Springfield, 840 Boonville, Springfield, Missouri 65802, FAX: (417) 864-1551, or to Licensee, addressed to Environmental Works, Inc., 1455 East Chestnut Expressway, Springfield, Missouri 65802, FAX: 417-823-9659.

13. Entire Agreement: This document and the exhibit attached hereto contains the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

14. Applicable Law: This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri and in litigation pertaining hereto venue shall be proper only in the Circuit Court of Greene County, Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first written above.

APPROVED AS TO FORM

_____
City Attorney or his designee

Environmental Works, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

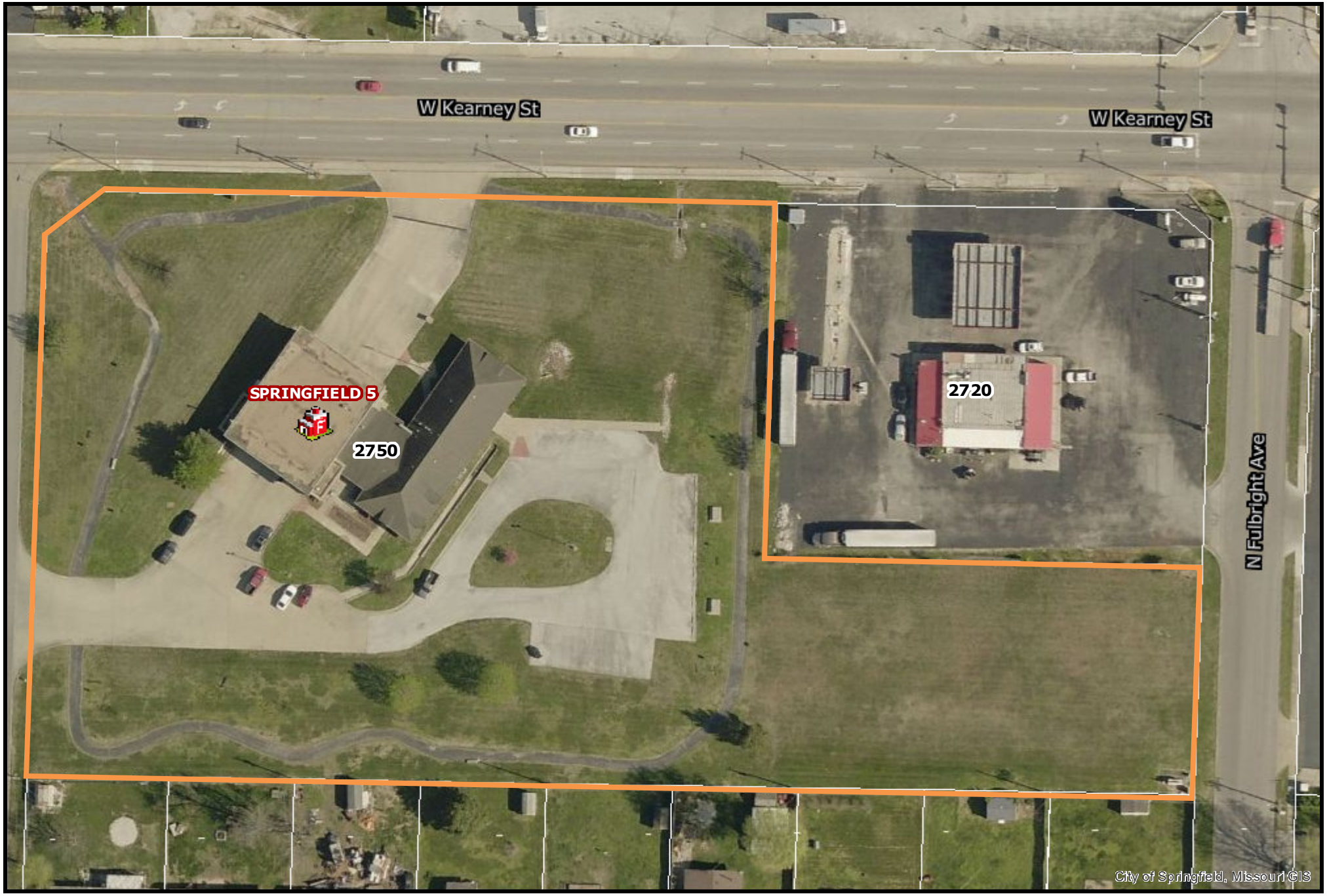
CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his designee

Date: _____

Exhibit A - Fire Station #5

EXHIBIT A



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12/16/2021

PROPOSED MONITORING WELL CONSTRUCTION SCHEMATIC

Boring ID: Proposed **EXHIBIT B** **Logged By:** _____

Drilled By: Environmental Works, Inc.

Aboveground: Casing height agl N/A

Protective Casing: Aboveground or Flush Mount (circle one)

Surface Pad Diameter: 24"

Flush Mount: Traffic Rated Y or N

Diameter: 9"

Land Surface

Cement Pad Depth: 1 ft bls

Top of Bentonite Cement Grout: 1 ft bls

Well Cap: Lockable Y or N

Grout Seal: Neat Cement or Bentonite Cement or Bentonite Slurry (circle one)

NA # Bags cement (wt/bag _____)

_____ % Bentonite by dry weight

Blank Casing: 30

Diameter: 2" PVC

Type: Sch 40 PVC or Stainless Steel (circle one)

Top of Bentonite Seal: 1 ft bls

Bentonite Seal: Pellets or Chips or Slurry (circle one)

_____ # Bags (wt/bag: _____)

Top of Filter Pack: 28 bls

Top of Screen: 30 bls

Filter Pack:

Type: Sand

Size: Medium

_____ # Bags (wt/bag: _____)

Screen Casing: 10

Slot Size: 0.01

Diameter: 2"

Type: Sch 40 PVC or Stainless Steel (circle one)

Bottom Cap (length 2")

Bottom of Screen: 40 bls

Total Boring Depth: 40 bls

Borehole Diameter 8.25"

NOT TO SCALE

Well Construction Details Form

DRAWN	CHECKED	APPROVED	DATE

FILENAME Example monitoring well construction

ENVIRONMENTAL WORKS

One-rdg. _____
P. Hrngs. _____
Pgs. 19
Filed: 01-04-22

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2022- 027 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Hickory Hills Phase III, generally located at 3908, 3972, and 4038 East Woodhue Lane, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

_____

WHEREAS, an original Preliminary Plat of Hickory Hills Phase III dated November 22, 2021, is on file with the City's Department of Planning and Development; and

WHEREAS, on December 16, 2021, the Planning and Zoning Commission of the City of Springfield, Missouri, conditionally approved the Preliminary Plat of Hickory Hills Phase III, which is generally located at 3908, 3972, and 4038 East Woodhue Lane.

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

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the land, easements, and improvements dedicated to the City, as shown on the Preliminary Plat of Hickory Hills Phase III, which is generally located at 3908, 3972, and 4038 East Woodhue Lane, as approved by the Planning and Zoning Commission. The original plat of Hickory Hills Phase III is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B - Attachment 4." All of "Exhibit B," including attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in “Exhibit B – Attachment 2,” and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in “Exhibit B”.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in “Exhibit B – Attachment 2,” the City Clerk is hereby authorized to endorse City Council’s approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 027

FILED: 01-04-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Hickory Hills Phase III, generally located at 3908, 3972 & 4038 East Woodhue Lane, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Hickory Hills Phase III dated November 22nd, 2021 is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 4.

B. The Planning and Zoning Commission held a public hearing on December 16th, 2021, and approved the Preliminary Plat, submitted with a subdivision variance, by a vote of 7 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The subdivision divides the property in a way that will facilitate low-density residential development which conforms to the *Comprehensive Plan.* The Major Thoroughfare Plan classifies East Farm Road 132 as a Primary Arterial which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:

Jared Follin

Jared Follin, Associate
Associate Planner

Recommended by:

Brendan Griesemer, AICP
Acting Director

Approved by:

Jason Gage,
City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Conditions of Plat Approval
Attachment 3, Conditions for Subdivision Variance approval
Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS

Planning and Zoning Commission – December 16, 2021

Preliminary Plat of Hickory Hills Phase III

3972 East Woodhue Lane

Applicant: Hickory Land Company, LLC

Mr. Hosmer states that this is a request to approve a preliminary plat for a 61-lot residential subdivision located at 3908 East Farm Road 132 (East Chestnut Expressway). The property is currently zoned PD 305 but is requesting zoning to R-SF. Transportation Plan classifies Farm Road 132 (Chestnut) as a Primary Arterial. A Traffic Study is not required; sidewalk will be required and additional right of way along Farm Rd 132. The property is not located in a FEMA designated floodplain. A stream buffer will be required. There is a cave and associated sinkhole onsite. Allow a fee in lieu of stormwater detention. A land disturbance permit will be required if disturbing 1 acre or greater. A subdivision variance from Section 36-243(3) requiring streets in new subdivisions to project to adjacent, unsubdivided property to the east. Three lots front onto Farm Rd 132 and one lot has access to Mumford Avenue. The proposed internal streets are to be private and will be gated ad there is a sewer connection fee. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, 1200 E. Woodhurst representing the owner and here to answer any questions.

Mr. Colony noted his concern regarding the cave as there is not a lot of information available and a couple lots platted over the cave area.

Mr. Lee noted that a geotechnical study was completed by Palmerton & Parrish, Inc. years ago and did a type of study where they did straight lines (speleology) measures. He also noted that the original home is over parts of the cave and feels comfortable with building on those lots due to the City's recommended setbacks. He also stated that this is not a typical sinkhole because the cave has collapsed with an active spring and that is the reason for the larger lots.

Ms. Bruce asked about the timeframe for the cave collapsing.

Mr. Lee noted that they did the study before the collapsed and that the original cave was approximately 3 feet in height, and this was an officially mapped cave.

Mr. Colony discussed the bufferyard for the cave area.

Mr. Lee discussed the bufferyard area and noted that it is a common standard.

Mr. Doennig asked about a setback line.

Mr. Lee noted that a setback line means that you cannot build within that line and is part of a lot.

Mr. Knuckles asked Mr. Dunnaway about the review and location of the bufferyard and setback line and potential problems.

Mr. Dunnaway says that Palmerton and Parrish, LLC did an extensive study and feels comfortable with the setback lines.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Preliminary Plat of Hickory Hills Phase III with the Variance

(3972 East Woodhue Lane). Ms. Broekhoven seconded the motion Ayes: Doennig, Knuckles, Colony, Bruce, Jobe, Lebeck, and Broekhoven. Nays: None. Abstain: None (Dee Ogilvy omitted her vote by accident). Absent: Coltrin.

Bob Hosmer, AICP
Planning Manager

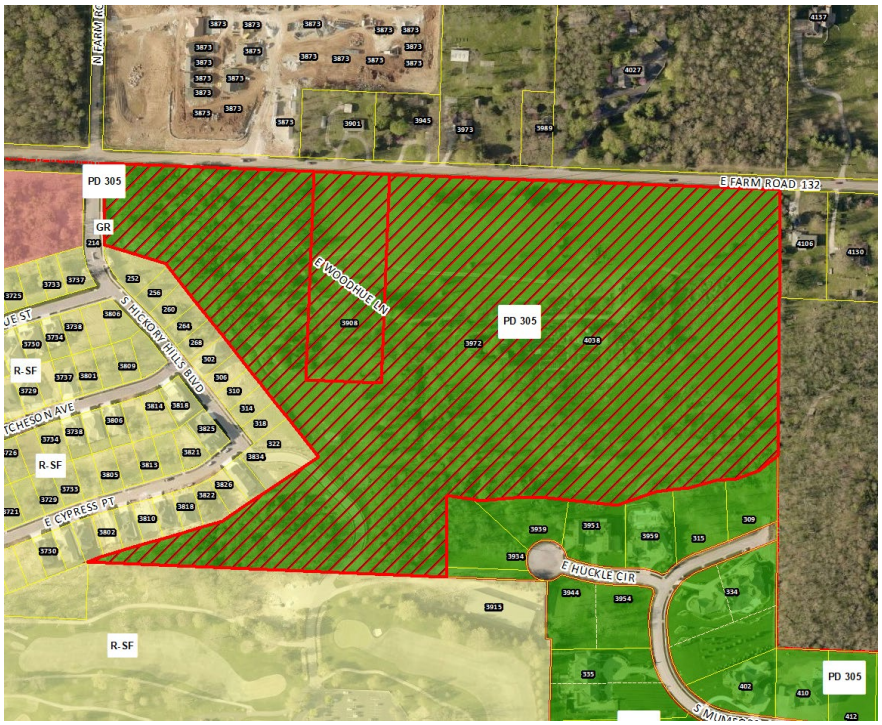
EXHIBIT B

Development Review Staff Report

CITY OF Springfield

PLANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 16, 2021

CITY COUNCIL PUBLIC HEARING: JANUARY 10, 2021



CASE: Preliminary Plat of Hickory Hills Phase III

ACRES: 38.95

LOCATION: 3908, 3972 & 4038 E Woodhue

EXISTING LAND USE: Single-Family / Agriculture

APPLICANT: Hickory Land Company, LLC

STAFF: Jared Follin, Associate Planner 417-864-1612

STAFF RECOMMENDATIONS: Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

1. The applicant is proposing a preliminary plat for a sixty-one (61) lot residential subdivision named "Hickory Hills Phase III" with a subdivision variance to facilitate development on the property.
2. The applicant is requesting a subdivision variance from Section 36-243(3) of the Subdivision Regulations, which states that the arrangement of streets in new subdivisions shall make provision for the proper projection of streets to adjoining unsubdivided land susceptible to being subdivided. The applicant wishes to not project the internal street system to the adjacent unsubdivided property to the east, as the intention of the concurrent zoning case and preliminary plat is to have a gated subdivision.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.
2. The requested subdivision variance satisfies the conditions for variance approval outlined in Section 36-206(3) of the Subdivision Regulations. The applicant's responses to the conditions are listed in *Attachment 3.*

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	**WEST**
ZONING	County PD-1710 & County A-1	R-SF / PD 305	R-SF / GR	County A-1
LAND USE	Assisted Living / Single- Family Residential	Single-Family Residential / Golf Course	Single-Family Residential	Single-Family Residential

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

GOOGLE MAPS STREET VIEW:

Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:

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

PROPERTY HISTORY:

The subject property was annexed into the city in 2006. In the same year, it was rezoned to Planned Development 2006. In 2007, this area was included as part of the Preliminary Plat of Hickory Hills but was intended to be further subdivided in a future phase.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

(a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.

(b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.

(c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.

(d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.

(e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.

(f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.

(g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.

(h) Effective period of preliminary approval.

1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR RESIDENTIAL SINGLE-FAMILY w/COD #206 (PROPOSED)
Minimum Lot Size	6,000 square feet
Maximum Structure Height	With side yards less than 15 feet - 35 feet or two and one-half stories above the finished grade With side yards more than 15 feet - 45 feet or three stories above the finished grade
Front Yard Setback	25 feet (Set by the plat)
Side and Rear Setbacks	Side yard – 5 feet Rear yard – 10% of lot depth
Street Classification	Farm Road 132 – Primary Arterial Woodhue Street (Internal) – Local Cherry Court (Internal) – Local Mumford Court (Internal) – Local
Sidewalks (Per Sec.36-471)	There is not existing sidewalk along the property frontage of E. Farm Road 132. Sidewalk is required to be constructed or a fee in lieu of approved by the ARC.
Open Space Requirement	Not less than 30 percent of the gross floor site area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The subdivision divides the property in a way that will facilitate low-density residential development which conforms to the *Comprehensive Plan.* The Major Thoroughfare Plan classifies East Farm Road 132 as a Primary Arterial which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 38.95 acres into a sixty-one (61) lot subdivision named "Hickory Hills Phase III" to facilitate residential development of the site. The property is currently being rezoned to Residential Single Family from Planned Development 305. The zoning case will run concurrently with the preliminary plat.

2. A subdivision variance has been submitted with the plat to deviate from the requirements of Section 36-243(3) of the Subdivision Regulations requiring the arrangement of streets in new subdivisions to make provision for the projection of streets to adjacent, unsubdivided property. The applicant is requesting to not project the street system to the unsubdivided land to the east.

3. The proposed internal streets are to be private and will be gated at the entrances at Hickory Hills Boulevard and East Farm Road 132. The minimum setback for the gates shall be approved by the Greene County Highway Department.

4. As required by the subdivision regulations, a 10' planting screen reservation and a 6' tall wooden fence will be maintained along the double frontage lots along East Farm Road 132. Access will not be permitted along this frontage. Access to Lot 23 must be south of the entry gate.

5. All proposed lots meet the requirements of the City's Subdivision Regulations.

6. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. The Conditions of Variance Approval and the applicant's responses to said conditions can be found in Attachment 3. The preliminary plat drawing can be found in Attachment 4.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES:
There are no issues with the subdivision. Addresses to individual lots will be assigned when the final subdivision plat is approved.

CITY UTILITIES COMMENTS:
No issues with prelim plat generally Final plat will need to designate all private street ROW area as utility easement, in addition to the 10' utility easements needed along both sides of the ROW areas. This includes the Hickory Hills Blvd extension to serve lots 62-65. An additional separately dedicated easement through lot 24 of Phase 1 may be needed as well. Lots 61 and 45 may need additional utility extensions depending on future building plans. CU will determine final routing of Elec/Gas/Water/Fiber(if included) utilities. CU can begin design when we receive construction plans/cad file.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:
Plat is approvable. 1. All lots appear to be served. Engineering review will take place when plans are submitted. 2. Public improvement plans required designed and constructed to city specs. Submit public improvement plans for review. Engineering and inspection fees of 5.34% of the approved contract amount must be paid prior to filing the plans. 3. There is also a $0.0147 per square foot trunkline connection required for the area of the subdivision. This fee will be added to the engineering and inspection fees required to file the plans. 4. The public improvements must be approved and constructed or escrowed before any plats or 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.

ENVIRONMENTAL SERVICES – SEDIMENT EROSION CONTROL
At the time of plan submittal: Per City Code Sec. 96-44, a City Land Disturbance Permit will be required due to the estimated area of disturbance being greater than 1 acre. To apply, submit a Stormwater Pollution Prevention Plan (SWPPP) using the City's current SWPPP template available online: https://www.springfieldmo.gov/3507/Land-Disturbance-Permit

FIRE DEPARTMENT COMMENTS:
Installation of fire hydrants & all fire access lanes shall comply with 2018 IFC.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Farm Road 132 as a Primary Arterial. E. Farm Road 132 is under jurisdiction of Greene County. The standard right-of-way width for a Primary Arterial under Greene County jurisdiction is 55 feet from the centerline. It appears additional right-of-way is needed along E. Farm Road 132. A survey is recommended to determine the exact amount of existing right-of-way. Hickory Hills Blvd is classified as a Private Drive.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for E. Farm Road 132. On-street parking is not allowed along E. Farm Road 132.

DRIVEWAY ACCESS

There is one driveway access point onto the property from E. Farm Road 132. Access to this property will be permitted by Greene County.

SIDEWALK

There is not existing sidewalk along the property frontage of E. Farm Road 132. Sidewalk is required to be constructed or a fee in lieu of approved by the ARC.

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 E. Farm Road 132. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Study was not required as the trips generated did not change with the zoning. Greene County requires a deceleration lane for the new Mumford Court intersection.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Farm Road 132	Primary Arterial	No	19	55

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	148	185	1,776	
*Proposed Trips Generated	148	185	1,776	
Additional Trips Generated	0	0	0	

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

PUBLIC WORKS STORMWATER DIVISION COMMENTS:
At the time of submission of the final plat, the following changes shall be addressed. 1. Change the stream buffer label to "Stream Buffer Area". 2. Label the Stream Buffer Area on Sheet 2. 3. Show and label the Stream Buffer Area in Lot 60 and the upstream end of Lot 61.

The property is in the **Pierson Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. There is a sinkhole associated with a cave at this location and additional city regulations will apply. The developer has hired a professional engineer to perform a geophysical investigation of this area in proximity to the cave. A fee in lieu of on-site stormwater detention **is a possibility. A comprehensive hydrologic model must be submitted for review and approval prior to permitting a fee in lieu of detention.** 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. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual* – https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=

2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection Manual*.

3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the City's *Flood Control and Water Quality Protection Manual*.

4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

CONDITIONS OF VARIANCE APPROVAL:

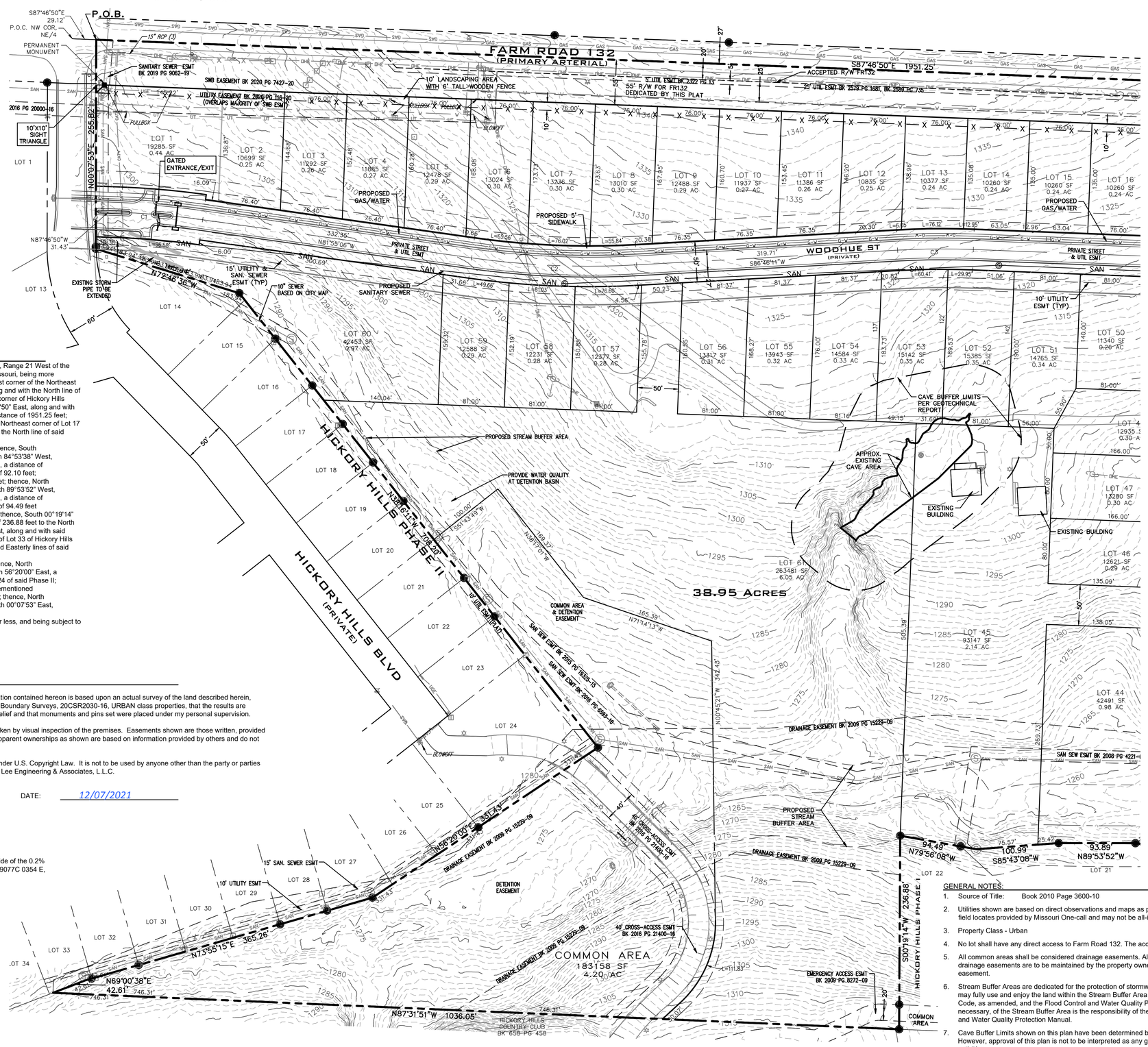
ATTACHMENT 3

Section 36-243(3) Projection of streets of the Subdivision Regulations states in part: Where adjoining areas are not subdivide, the arrangement of streets in the new subdivisions shall make provision for the property projection of streets. **No variance shall be granted unless it is found that;**	**Applicant's Response**
There are special and unusual circumstances affecting said property such that the strict application of the provisions of this Article would deprive the owner of the reasonable use of his land and is not the mere granting of a privilege;	**The owner has already granted access to the east property owner in Hickory Hills Phase 1 by extending Mumford Avenue to the east property line. The properties adjacent to Hickory Hills Phase three to the east are fully developed with large estate lots. All of the lots to the East from Hickory Hills to Farm Road 193 are developed as large estate type lots with existing access. Pushing a second subdivision street to the same lot is not consistent with the existing development in the area.**
The variance is necessary for the preservation and enjoyment of a substantial property right of the owner, and;	**The owner intends to construct a gated subdivision. The subdivision would no longer be a gated subdivision if the street were to be extended.**
The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.	**The property to the east already has access to Farm Road 132 as well as access to Mumford Avenue. The existing area is fully developed with large estate lots which does not require multiple access points. From a traffic perspective, adding a second road to the east does little to benefit the overall traffic needs of the area. Granting variance will not be detrimental to public safety. Extending a second street will not provide public safety or convenience because the road system is minor and does not require additional access.**

ATTACHMENT 4

OWNER/DEVELOPER:
HICKORY LAND COMPANY, LLC
2847 S INGRAM MILL ROAD, SUITE C100
SPRINGFIELD, MO 65804

Preliminary Plat
Hickory Hills Phase 3



(IN FEET)
1 inch = 60 ft.

BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. GPS TIES TO STATION "GR-40"

N: 153808.407m
E: 438071.059m
ELEV: 410.1m

PERMANENT MONUMENTS
1 - NW CORNER
N: 152904.347m
E: 436442.092m

2 - NE CORNER
N: 152881.443m
E: 437033.071m

STREET NOTES: -
All streets noted hereon as private streets are also designated utility easements.

DESCRIPTION -
All that part of the North Half of Section 22, Township 29 North, Range 21 West of the Fifth Principal Meridian, City of Springfield, Greene County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 22; thence, South 87°46'50" East, along and with the North line of said Quarter Section, a distance of 29.12 fee to the Northeast corner of Hickory Hills Phase II and the POINT OF BEGINNING; thence, South 87°46'50" East, along and with the North line of the Northeast Quarter of said Section 22, a distance of 1951.25 feet; thence, South 01°03'30" West, a distance of 785.55 feet to the Northeast corner of Lot 17 of Hickory Hills Phase I; thence, Southwesterly, along and with the North line of said Phase I, the following ten (10) courses:

South 51°24'13" West, a distance of 73.37 feet; thence, South 70°39'00" West, a distance of 71.08 feet; thence, South 84°53'38" West, a distance of 57.63 feet; thence, South 76°21'18" West, a distance of 79.92 feet; thence, South 81°41'48" West, a distance of 92.10 feet; thence, South 71°38'47" West, a distance of 116.26 feet; thence, North 84°08'33" West, a distance of 204.21 feet; thence, North 89°53'52" West, a distance of 93.89 feet; thence, South 85°43'08" West, a distance of 100.99 feet; thence, North 79°56'08" West, a distance of 94.49 feet

to the Northwest corner of Lot 22 of said Hickory Hills Phase I; thence, South 00°19'14" West, along and with the West line of said Lot 22, a distance of 236.88 feet to the North line of Hickory Hills Country Club; thence, North 87°31'51" West, along and with said North line, a distance of 1036.05 feet to the Southeasterly line of Lot 33 of Hickory Hills Phase II; thence, following along and with the Southeasterly and Easterly lines of said Hickory Hills Phase II, the following six (6) courses:

North 69°00'38" East, a distance of 42.61 feet; thence, North 73°55'15" East, a distance of 365.26 feet; thence, North 56°20'00" East, a distance of 331.43 feet to the Southeast corner of Lot 24 of said Phase II; thence, North 38°16'11" West, along and with the aforementioned Easterly line of said Phase II, a distance of 708.20 feet; thence, North 72°46'36" West, a distance of 183.94 feet; thence, North 00°07'53" East, a distance of 255.82 feet

to the POINT OF BEGINNING, containing 38.95 acres, more or less, and being subject to easements, restrictions, or rights-of-way, if any.

DECLARATION BY SURVEYOR:

I hereby declare to Hickory Land Company, LLC that the information contained hereon is based upon an actual survey of the land described herein, according to the current Missouri Survey Standards for Property Boundary Surveys, 20CSR2030-16, URBAN class properties, that the results are correctly represented hereon to the best of my knowledge and belief and that monuments and pins set were placed under my personal supervision.

Physical evidence of improvements is shown from information taken by visual inspection of the premises. Easements shown are those written, provided or evident from surface features and may not be all inclusive. Apparent ownerships as shown are based on information provided by others and do not represent an opinion as to Title.

This plat of survey is an instrument of service and is protected under U.S. Copyright Law. It is not to be used by anyone other than the party or parties named on this plat unless it has been updated and recertified by Lee Engineering & Associates, L.L.C.

BY: _____ DATE: 12/07/2021

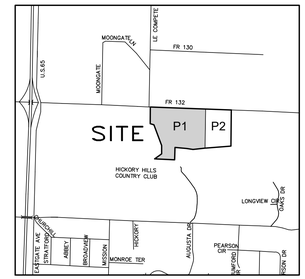
DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

FLOOD NOTE:
This property lies in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) according to FIRM Community Panel 29077C 0354 E, effective December 17, 2010.

GENERAL NOTES:
DATE OF PREPARATION: OCTOBER 22, 2021

TOTAL ACREAGE:	38.95 ACRES
CURRENT ZONING:	PAD 305
PROPOSED ZONING:	R-SF
TOTAL LOTS: 61	
SMALLEST LOT:	10,260 SF (LOTS 14-21)
LARGEST LOT:	263,481 SF (LOT 61)

SETBACKS:
Front Yard: 25 feet
Side Yard: 15 feet (street); 5 feet (interior)
Rear Yard: 10% of Lot Depth, no less than 10 feet no greater than 20'



VICINITY MAP
NOT TO SCALE

LEGEND

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- R/W MARKER
- BOUNDARY LINE
- R/W LINE
- EASEMENT LINE
- SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD
- LIGHT POLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SAN — SANITARY SEWER LINE
- UTILITY POLE
- ELECTRIC METER
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- GUY WIRE
- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CATV — CABLE TV LINE
- UT — UNDERGROUND PHONE
- OT — OVERHEAD PHONE
- F/O — FIBER OPTIC LINE
- WV — WATER VALVE
- WATER METER
- W — WATER LINE
- FIRE HYDRANT
- GV — GAS VALVE
- GAS METER
- GAS — GAS LINE
- FENCE LINE (AS NOTED)
- ROAD SIGN (STOP, SPEED LIMIT, ETC)

ABBREVIATIONS:

XFMR	TRANSFORMER
ICV	IRRIGATION CONTROL VALVE
CI	STORMWATER CURB INLET

GENERAL NOTES:

1. Source of Title: Book 2010 Page 3600-10
2. Utilities shown are based on direct observations and maps as provided by City Utilities of Springfield, the City of Springfield Public Works and field locates provided by Missouri One-call and may not be all-inclusive.
3. Property Class - Urban
4. No lot shall have any direct access to Farm Road 132. The access for Lot 23 to Mumford Ct. must be South of the entry gate.
5. All common areas shall be considered drainage easements. All Common Areas are to be maintained by the property owner's association. All drainage easements are to be maintained by the property owner. All area in common area used as private drive is also designated as as utility easement.
6. Stream Buffer Areas are dedicated for the protection of stormwater runoff quality, stream preservation, and flood control. The property owner may fully use and enjoy the land within the Stream Buffer Area provided that such use is in accordance with Chapter 96 of the Springfield City Code, as amended, and the Flood Control and Water Quality Protection Manual, as amended. Maintenance, repair, and restoration, if necessary, of the Stream Buffer Area is the responsibility of the property owner and shall be conducted in accordance with the Flood Control and Water Quality Protection Manual.
7. Cave Buffer Limits shown on this plan have been determined based on the study and recommendation of a professional engineer or geologist. However, approval of this plan is not to be interpreted as any guarantee that future sinkhole activity will not occur due to either natural or human activities.
8. Cave Buffer Limits has been determined to be unsuitable for any construction activity. No buildings, parking areas, land disturbance or other structures shall be permitted in this area.

DATE:	BY:
REVISIONS:	
SCALE: 1" = 60'	
FIELD BY: TS, JS	
DRAWN BY: DRB	
CHECKED BY: LEE	

Preliminary Plat
HICKORY HILLS PHASE 3
Farm Road 132
Springfield, Greene County, Missouri

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz
"Engineering with Integrity"

DATE: 2021-12-06
SHEET: 1 OF 2
PROJECT: 2127
FILE: 2127 - Hickory Hills Ph3 Prelim PlatV2.dwg

Preliminary Plat
Hickory Hills Phase 3

60 0 30 60 120

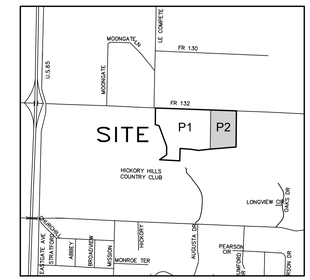
(IN FEET)
1 inch = 60 ft.

BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. GPS TIES TO STATION "GR-40"

N: 153808.407m
E: 438071.059m
ELEV: 410.1m

Curve Table						
Curve #	Length	Radius	Delta	Tan	Chord	
C1	99.76	975.00	5°51'44"	49.92	N84°50'58"W	99.71'
C2	202.36	1025.00	11°18'42"	101.51	N87°34'27"W	202.03'
C3	92.74	975.00	5°26'59"	46.40	S89°29'41"W	92.70'
C4	75.35	225.00	19°11'17"	38.03	N11°48'49"E	75.00'
C5	75.35	225.00	19°11'17"	38.03	N11°48'49"E	75.00'
C6	75.35	225.00	19°11'17"	38.03	N11°48'49"E	75.00'
C7	75.35	225.00	19°11'17"	38.03	N11°48'49"E	75.00'
C8	19.47	20.00	55°46'16"	10.58	S30°06'18"W	18.71'
C9	19.47	20.00	55°46'16"	10.58	N25°39'58"W	18.71'
C10	19.47	20.00	55°46'16"	10.58	S30°06'18"W	18.71'
C11	19.47	20.00	55°46'16"	10.58	N25°39'58"W	18.71'



VICINITY MAP
NOT TO SCALE

LEGEND

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- R/W MARKER
- BOUNDARY LINE
- R/W LINE
- EASEMENT LINE
- SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD
- LIGHT POLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SAN — SANITARY SEWER LINE
- UTILITY POLE
- ELECTRIC METER
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- GUY WIRE
- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CATV — CABLE TV LINE
- UT — UNDERGROUND PHONE
- OT — OVERHEAD PHONE
- F/O — FIBER OPTIC LINE
- WV — WATER VALVE
- WATER METER
- W — WATER LINE
- FIRE HYDRANT
- GV — GAS VALVE
- GAS METER
- GAS — GAS LINE
- X — FENCE LINE (AS NOTED)
- ROAD SIGN (STOP, SPEED LIMIT, ETC)

ABBREVIATIONS:

XFMR	TRANSFORMER
ICV	IRRIGATION CONTROL VALVE
CI	STORMWATER CURB INLET

DECLARATION BY SURVEYOR:

I hereby declare to Hickory Land Company, LLC that the information contained hereon is based upon an actual survey of the land described herein, according to the current Missouri Survey Standards for Property Boundary Surveys, 20CSR2030-16, URBAN class properties, that the results are correctly represented hereon to the best of my knowledge and belief and that monuments and pins set were placed under my personal supervision.

Physical evidence of improvements is shown from information taken by visual inspection of the premises. Easements shown are those written, provided or evident from surface features and may not be all inclusive. Apparent ownerships as shown are based on information provided by others and do not represent an opinion as to Title.

This plat of survey is an instrument of service and is protected under U.S. Copyright Law. It is not to be used by anyone other than the party or parties named on this plat unless it has been updated and recertified by Lee Engineering & Associates, L.L.C.

BY: _____ DATE: 12/07/2021

DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

DATE:	BY:
REVISIONS:	
SCALE: 1" = 60'	FIELD BY: TS, JS
DRAWN BY: DRB	CHECKED BY: LEE

Preliminary Plat

HICKORY HILLS PHASE 3

Farm Road 132
Springfield, Greene County, Missouri

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

"Engineering with Integrity"

DATE: 2021-12-06
SHEET: 2 OF 2
PROJECT: 2127
FILE: 2127 - Hickory Hills Ph3 Prelim PlatV2.dwg

One-rdg._____
P. Hrngs. _____
Pgs. ___10_____
Filed: ___01-04-22_____

Sponsored by: _____Schilling_____

First Reading: _____ Second Reading: _____

COUNCIL BILL _____2022-028_____ SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a License Agreement to Use Public Right-of-Way with O'Reilly Hospitality Management, LLC, for the purpose of allowing an encroachment onto City rights-of-way for the installation and maintenance of an air vent at 430 South Avenue, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

_____

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a License Agreement to Use Public Right-of-Way with O'Reilly Hospitality Management, LLC, said agreement to be substantially under the same terms and conditions as encroachments permitted under Chapter 98, Article VII of the Springfield City Code and to be substantially in the 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 an air vent 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: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 -028

FILED: 01-04-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement ("Exhibit A") with O'Reilly Hospitality Management, LLC to install and maintain an air vent in Public Right of Way at 430 South Avenue ("Exhibit B").

BACKGROUND INFORMATION: O'Reilly Hospitality Management, LLC has requested to install an air vent in the public sidewalk along the north side of their new development located at 430 South Avenue. The purpose of the air vent is to serve the commercial dryers which are in the basement of the development.

Supports the 2022 Council Priorities:

- Economic Vitality
- Quality of Place

REMARKS: There is no financial impact to the City and Public Works recommends approval of this Council Bill. Proof of insurance for O'Reilly Hospitality Management, LLC has been received by the Department of Public Works.

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	South Street Partners, LLC 4045 E. Sunshine, Ste. 200 Springfield, MO 65809 Phone: (417) 851-8700 Fax: Attn:	O'Reilly Hospitality Management, LLC 4045 E. Sunshine, Ste. 200 Springfield, MO 65809 Phone: (417) 851-8700 Attn: Bill George Email: bill.george@ohospitalitymanagement.com

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, an air vent on City right-of-way at Pershing and South Street near 430 S. South Ave., 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 Pershing and South Street near 430 S. South Ave. 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. This year, such insurance shall be in an amount of not less than Three Million and 00/100 Dollars ($3,000,000) 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. 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 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:

_____

Encroachment Licensee:

By: _____

Name & Title: _____

ACKNOWLEDGMENT of Limited Liability Corporation

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

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 limited liability company of 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.

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:

_____

Exhibit A

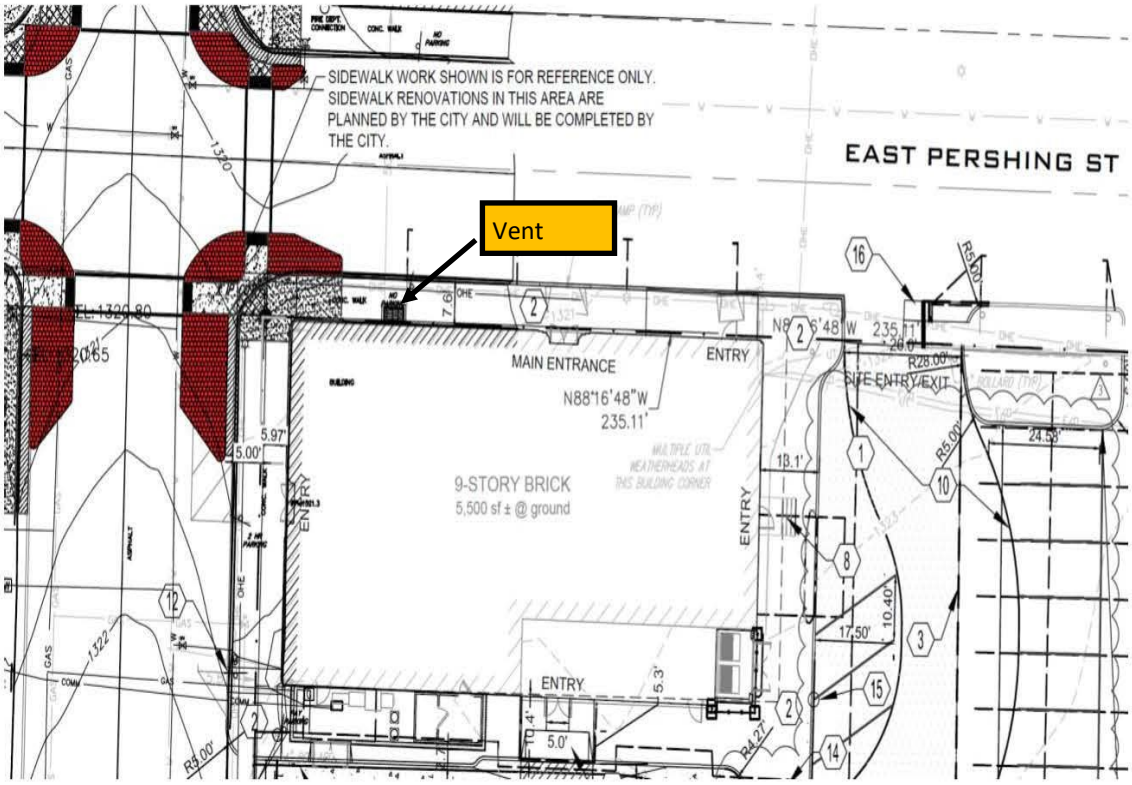

SIDEWALK WORK SHOWN IS FOR REFERENCE ONLY.
SIDEWALK RENOVATIONS IN THIS AREA ARE
PLANNED BY THE CITY AND WILL BE COMPLETED BY
THE CITY.
EAST PERSHING ST
Vent
MAIN ENTRANCE
ENTRY
N88°16'48"W
235.11'
9-STORY BRICK
5,500 sf ± @ ground
SITE ENTRY/EXIT
ENTRY
ENTRY
ENTRY
5.97'
5.00'
13.1'
17.50'
10.40'
5.3'
5.0'
24.58'
R28.00'
R5.00'
R9.00'
R24.27'

Exhibit B

Air Vent Location
(approximate)
W PERSHING ST
E PERSHING ST
S SOUTH AVE
S ROBERSON AVE
420
217
219
417
430
204
433

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 01-04-22

Sponsored by: McClure

COUNCIL BILL 2022- 029 RESOLUTION _____

A RESOLUTION

CONFIRMING the appointments of Dan Griffin, Tyler Hoke, Eleanor Taylor, Paula Adams, Sarah Kerner, and Allen Kunkel to the Downtown Springfield Community Improvement District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommends approval.)

WHEREAS, the Downtown Springfield Community Improvement District ("CID") petition was approved by General Ordinance 4924 on September 7, 1999, thereby establishing said CID; and

WHEREAS, the CID's petition has been amended and its term extended a number of times, with its most recent extension having been approved by Special Ordinance 26746 on June 21, 2016; and

WHEREAS, said petition establishes the qualifications and process for appointing members of the CID Board of Directors through appointment by the Mayor with confirmation by City Council; and

WHEREAS, there is presently a need to appoint members to the Board of Directors; and

WHEREAS, the Mayor recommends the appointment of Dan Griffin, Tyler Hoke, Eleanor Taylor, Paula Adams, Sarah Kerner, and Allen Kunkel to the Downtown Springfield Community Improvement District Board of Directors.

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

Section 1 – City Council hereby confirms the appointment of Dan Griffin, Tyler Hoke, Paula Adams, Sarah Kerner, and Allen Kunkel to the Downtown Springfield Community Improvement District Board of Directors, with terms to expire on December 31, 2025; and confirms the appointment of Eleanor Taylor to the Downtown Springfield Community Improvement District Board of Directors, with term to expire on December 31, 2024.

Section 2 – This Resolution shall be in full force and effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-029

FILED: 01-04-22

ORIGINATING DEPARTMENT**:** Economic Vitality

PURPOSE: To appoint Dan Griffin, Tyler Hoke, and Eleanor Taylor, and reappoint Paula Adams, Sarah Kerner, and Allen Kunkel to the Downtown Springfield Community Improvement District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommend approval.)

BACKGROUND: As required by the petition establishing the Downtown Springfield Community Improvement District (CID), the Mayor shall appoint members to the CID Board of Directors with the consent of the City Council. The CID Board of Directors recommends the following individuals be (re)appointed to the Board:

Seat	Name	Qualification	Term Expires	Notes
1	Dan Griffin	Registered voter	12/31/2025	New appointment
2	Sarah Kerner	Property owner representative (tax-exempt)	12/31/2025	Reappointment
3	Paula Adams	Property owner representative	12/31/2025	Reappointment
4	Allen Kunkel	Property owner representative (tax-exempt)	12/31/2025	Reappointment
5	Tyler Hoke	Property owner representative	12/31/2025	New appointment
12	Eleanor Taylor	Business owner that does not own real property in District	12/31/2024	New appointment to fill unexpired term

REMARKS: Staff and the Downtown Springfield CID Board of Directors recommend approval.

Submitted by:

Matt D. Schaefer, AICP
Senior City Planner

Recommend by:

Sarah Kerner,
Economic Development Director

Approved by:

Jason Gage,
City Manager