



Agenda

City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Vacant Seat, 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 March 7, 2021 6:30 p.m.

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

Speakers must [sign up with the City Clerk](#) no later than 5:00 p.m. the Friday before the meeting to speak to an issue not on the agenda. Citizens wishing to submit comments to City Council may do so using the [citizen comments form](#).

Speakers are to limit their remarks to three to five minutes based on City Council's policy regarding the number of speakers.

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

1. ROLL CALL.

2. APPROVAL OF MINUTES FEBRUARY 22, 2022 CITY COUNCIL

4. APPROVAL OF MINUTES. FEBRUARY 22, 2022 CITY COUNCIL MEETING.

Documents:

[02-22-22.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 Marlon Graves to the Police Civilian Review Board.

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. 7. Citizens May Speak To The Amendment Only. May Be Voted On.

7. Amended Council Bill 2022-043 (Simpson)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with the Southwest Missouri Council of Governments to provide loan packaging and processing.

Documents:

[2022-043 AMENDED.PDF](#)

8. Council Bill 2022-052 (Simpson)

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

Documents:

[2022-052.PDF](#)

9. Council Bill 2022-053 (Lear)

A special ordinance approving a Redevelopment Project for the Brody Corners Tax

Increment Financing Plan and initiating tax increment financing therein.

Documents:

[2022-053.PDF](#)

10. **Council Bill 2022-048 (McClure)**

A special ordinance designating the official City flag adopted in 1938 as the Historic City Flag.

Documents:

[2022-048.PDF](#)

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

12. **Council Bill 2022-056 (City Council)**

A resolution condemning Russian aggression in Ukraine.

Documents:

[2022-056.PDF](#)

13. **Council Bill 2022-057 (Hosmer)**

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 3236 East Wayland Street for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Documents:

[2022-057.PDF](#)

14. **Council Bill 2022-058 (Hardinger)**

A resolution authorizing the City Manager or his designee, to apply for up to \$8,000,000 in grant funds from the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity Grant Program to fund the improvements for the Jefferson Avenue Footbridge Rehabilitation Project.

Documents:

[2022-058.PDF](#)

15. **EMERGENCY BILLS.**
16. **PUBLIC IMPROVEMENTS.**
17. **GRANTS.**
18. **AMENDED BILLS.**
19. **COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. Not Anticipated To Be Voted On.**
20. **Council Bill 2022-059 (Ollis)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.30 acres of property generally located at 1218, 1226, and 1238 East Pacific Street from GM, General Manufacturing, to R-TH, Residential Townhouse, with Conditional Overlay District No. 209; establishing Conditional Overlay District No. 209; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)(By:Oke-Thomas Investments Inc; 1218, 1226 and 1238 East Pacific Street; Z-23-2021 w/COD #209.)

Documents:

[2022-059.PDF](#)

21. **Council Bill 2022-060 (Simpson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.24 acres of property generally located at 3817 East San Poppi Court from County Plot Assignment District No. 1014 to R-SF, Single-Family Residential District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)(By: Tamra Rhoades; 3817 E. San Poppi Court; Z-2-2022.)

Documents:

[2022-060.PDF](#)

22. **Council Bill 2022-061 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.29 acres of property generally located at 838 East Walnut Street from GI, Government and Institutional District, to R-HD, High Density Multi-Family Residential District, with Conditional Overlay District No. 208; establishing Conditional Overlay District No. 208; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)(By: Wenping Qiu; 838 E. Walnut; Z-3-2022w Conditional Overlay District No. 208.)

Documents:

[2022-061.PDF](#)

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

24. Council Bill 2022-062 (McGull)

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulations ("Merit Rules"), by amending Merit Rule 25.1 (City Health Care Plan) regarding the Plan's reserves policy.

Documents:

[2022-062.PDF](#)

25. Council Bill 2022-063 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the State of Missouri, Office of Administration, for the purpose of accepting funds appropriated by the General Assembly for the benefit of the Greene County Agricultural Society d/b/a the Ozarks Empire Fair because the funds cannot be disbursed from the Office of Administration directly to the Ozarks Empire Fair; authorizing the City Manager, or his designee, to enter into a subrecipient agreement with the Ozarks Empire Fair Foundation for the funds appropriated by House Bill 19, Section 19.405, Fiscal Year 2022 for the benefit of the Ozarks Empire Fair; and amending the budget of the City of Springfield for Fiscal Year 2021-2022 in the amount of \$5,000,000.

Documents:

[2022-063.PDF](#)

26. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Tim Winters wishes to address City Council.

27. NEW BUSINESS.

28. UNFINISHED BUSINESS.

29. MISCELLANEOUS.

30. CONSENT AGENDA – FIRST READING BILLS.

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

32. **Council Bill 2022-064 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept the Local Violent Crime Prevention Grant in the amount of \$13,699 from the State of Missouri, Department of Public Safety; amending the budget for the Police Department for Fiscal Year 2021-2022 in the amount of \$13,699; and declaring this bill qualifies as a one reading bill pursuant to Charter Section 2.16(25).

Documents:

[2022-064.PDF](#)

33. **Council Bill 2022-065 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept \$36,000 in grant funds from the Missouri Department of Health and Senior Services to be utilized for reimbursement of costs related to participating in a statewide COVID-19 Environmental Epidemiology study and to enter into necessary agreements to carry out the grant; amending the budget of the Department of Environmental Services Clean Water Enterprise Fund for Fiscal Year 2021-2022; and declaring this bill qualifies for approval in one reading.

Documents:

[2022-065.PDF](#)

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

35. **END OF CONSENT AGENDA.**

36. **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 864-1443 at least three days prior to the scheduled meeting.

February 22, 2022
Springfield, Missouri

The City Council met in regular session February 22, 2022, in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call

Present: Mike Schilling, Matthew Simpson*, Craig Hosmer, Richard Ollis*, Andrew Lear, Heather Hardinger, Abe McGull, and Ken McClure. Absent: None. Vacant Seat: Zone 1.

*attended via videoconferencing.

Minutes

The minutes of the February 7, 2022 City Council Meeting and the February 8, 2022 Special City Council meeting were approved as presented.

Consent Agenda

Anita Cotter, City Clerk, noted a request was received to remove Council Bill 2022-055 from the consent agenda. This item was removed from the consent agenda and presented as item 23.5 under grants. The consent agenda was approved as amended.

CEREMONIAL MATTERS.

**Recognizing
Shirley Johnson**

Sponsor: McClure: Council Bill 2022-046

A resolution recognizing Shirley Johnson for forty-five years of exemplary, dedicated service as an employee of the City of Springfield.

Councilman Hosmer read the resolution in its entirety.

Jason Gage, City Manager, expressed his appreciation to Ms. Johnson for her accomplishments, acknowledging her dedication and commitment to her skill and trade. Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted Ms. Johnson is the type of employee that lifts others up, greets everyone with a smile, and creates a work environment that is inviting to others. Mr. Smith noted examples of Ms. Johnson's community service with agencies such as the United Way and Salvation Army. Mr. Smith expressed he cannot say enough kind words about Ms. Johnson as a person and a public servant. Mr. Smith congratulated Ms. Johnson on her accomplishment of forty-five years with the City of Springfield.

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

Council Bill 2022-046. Resolution 10615 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

Ms. Johnson expressed her pleasure in working for, and being an asset to, the City. Mayor McClure presented the resolution to Ms. Johnson in honor of her service.

**City Manager
Report**

Jason Gage, City Manager, provided an update for the Economic Vitality Department - Grant Avenue Parkway project. Mr. Gage noted the City of Springfield has engaged planning consultants with PGAV Planners to conduct a blight analysis of a portion of the Grant Avenue Parkway improvement corridor. He added the study is intended to help identify what areas qualify for a variety of economic development and neighborhood revitalization tools, and the goals of the study are to create resources for economic development and neighborhood revitalization along the Grant Avenue Parkway corridor and into surrounding neighborhoods. The consultant team will look for opportunities to leverage private investment in commercial and residential properties and will identify programs and incentives to provide benefits to existing residents.

Mr. Gage provided an update on Restore SGF. He noted Restore SGF, a community initiative to improve housing conditions and raise residential property values in Springfield's historic neighborhoods, recently announced several pledges of support from local financial institutions with approximately \$2 million pledged, \$1.5 million in loan funding, and \$250,000 in grants to date.

Mr. Gage noted a ceremony to recognize the transition to the adopted City flag will take place at 2 p.m. Tuesday, March 1, at Park Central Square. He added a combined police/fire honor guard will assist with the ceremony, and the Central High School Kilties will perform. The Department of Public Information and Civic Engagement will release additional information at a future date.

Mr. Gage welcomed Susan Istenes as the City of Springfield's Planning and Development Director. He noted Susan previously served as the Director of Planning and Development for the City of Clayton, Missouri, a position she held since 2010, adding Ms. Istenes brings the perfect blend of technical knowledge and leadership experience to the City.

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

**CUP 459:
Automobile
Washing Business**

Sponsor: Simpson. Council Bill 2022-038

A special ordinance granting Conditional Use Permit No. 459 for the purpose of permitting an automobile washing business to operate as a conditional use within the GR, General Retail District, generally located at 1240 East Battlefield Road. (Staff and Planning and Zoning Commission recommend approval.) (By: National Retail Property LP; 1240 East Battlefield Road; Conditional Use Permit 459.)

Council Bill 2022-038. Special Ordinance 27653 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

**CUP 460: 1423
West Atlantic
Street**

Sponsor: McClure. Council Bill 2022-039

A special ordinance granting Conditional Use Permit No. 460 for the purpose of authorizing an adaptive reuse of a nonresidential structure, generally located at 1423 West Atlantic Street and in the R-SF, Residential Single-Family District, for use as professional and business offices, limited retail establishments, and a school and studio for art, dancing, drama, music, photography, interior decorating, or similar courses of study. (Staff and Planning and Zoning Commission recommend approval.) (By: Springfield Public Schools; 1423 West Atlantic Street; Conditional Use Permit 460.)

Council Bill 2022-039. Special Ordinance 27654 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

**Amending
Springfield Land
Development
Code: 1461 East
Seminole**

Sponsor: Simpson. Council Bill 2022-040

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.46 acres of property generally located at 1461 East Seminole Street from Planned Development No. 23 to Planned Development No. 23 Amended; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: CL Smith Properties, LLC; 1461 East Seminole Street; Planned Development 23 Amended.

Council Bill 2022-040. General Ordinance 6709 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

**Amending
Springfield Land
Development
Code: 309 and 327
West Lakewood
Street**

Sponsor: Schilling. Council Bill 2022-041

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.5 acres of property generally located at 309 and 327 West Lakewood Street from R-MD, Medium Density Multi-Family Residential District, with Conditional Overlay District No. 199, to R-MD, Medium Density Multi-Family Residential District, with Conditional Overlay District No. 204; establishing Conditional Overlay District No. 204; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Project Collective, LLC; 309 & 327 W. Lakewood Street; Z-20-2021 w/ Conditional Overlay District No. 204.)

Council Bill 2022-041. General Ordinance 6710 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

**Springfield
Finance and
Development
Corporation: loan
packaging,
processing, and
servicing**

Sponsor: Lear. Council Bill 2022-042

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with the Springfield Finance and Development Corporation to provide loan packaging, processing, and servicing.

Council Bill 2022-042. Special Ordinance 27655 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

**Southwest
Missouri Council
of Governments:
loan packaging
and processing**

Sponsor: Simpson. Council Bill 2022-043

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with the Southwest Missouri Council of Governments to provide loan packaging and processing.

Councilman Lear moved to amend Council Bill 2022-043 to replace Exhibit 1 with a revised Exhibit 1 which is on file with the City Clerk. The motion was seconded by Councilman Schilling and was approved by the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

An opportunity was given for citizens to express their views. With no appearances, the public hearing will be continued for the amendment only.

**Community
Foundation of the
Ozarks Grant:
Department of
Workforce
Development**

Sponsor: Hosmer. Council Bill 2022-044

A special ordinance authorizing the City Manager, or his designee, to accept \$30,000 in grant funds from the Community Foundation of the Ozarks to be utilized to perform approved grant activities and to enter into necessary agreements to carry out the grant; and amending the budget of the Department of Workforce Development for Fiscal Year 2021-2022 in the amount of \$30,000 to appropriate the grant funds.

Council Bill 2022-044. Special Ordinance 27656 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

**Amending Salary
Ordinance**

Sponsor: Lear. Council Bill 2022-045

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule by making provision for two new job titles, deleting one existing job title, and establishing a new Occupational Series Group for specific airport management positions with an associated Occupational Series market pay adjustment.

Council Bill 2022-045. General Ordinance 6711 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

The following item appeared on the agenda under Resolutions.

**Missouri
Development
Finance Board:
Contributions to
Springfield Art
Museum
Campaign**

Sponsor: Lear. Council Bill 2022-047

A resolution authorizing the City Manager, or his designee, on behalf of the City of Springfield, to apply for tax credits from the Missouri Development Finance Board for contributions to benefit the Springfield Art Museum's 2028 Campaign and 30-Year Master Plan.

Nick Nelson, Director of the Art Museum, provided a brief overview of the proposed. Mr. Nelson noted the proposed would allow the Art Museum to apply for tax credits from the Missouri Development Finance Board to encourage and incentivize private contributions from individuals and institutions towards the completion of the Art Museum's Master Plan. The goal is to establish the Art Museum as a cultural tourist destination.

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

Council Bill 2022-047. Resolution 10616 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

The following item appeared on the agenda under Emergency Bills.

**Memorandum of
Understanding:
Springfield R-12:
Law Enforcement
Services**

Sponsor: Ollis. Council Bill 2022-049

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with the Board of Education for the School District of Springfield, R-12 regarding law enforcement services on Springfield School District properties located within the City of Springfield; and declaring an emergency pursuant to City Charter Section 2.12.

Tad Peters, Police Major, provided a brief overview of the proposed. Major Peters noted the Springfield Public School District is in the process of establishing its own police force. He added to facilitate this the district must enter into a Memorandum of Understanding with each municipal law enforcement agency and county sheriff's office. He noted the school police force was previously commissioned by the Greene County Sheriff's Office and the school district was notified as of March 1, 2022, the sheriff's office will no longer commission officers, causing the school district to commission its own officers.

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

Council Bill 2022-049. Special Ordinance 27657 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

PUBLIC IMPROVEMENTS.

The following item appeared on the agenda under Grants.

Brownfields Job Training Grant funds

Sponsor: Hardinger: Council Bill 2022-050

A special ordinance authorizing the City Manager, or his designee, to accept \$200,000 in Brownfields Job Training Grant funds from the United States Environmental Protection Agency and to enter into necessary agreements to carry out the grant; amending the budget of the Department of Workforce Development for Fiscal Year 2021-2022 in the amount of \$200,000 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

Sally Payne, Director of Workforce Development, provided a brief overview of the proposed. Ms. Payne noted the grant from the United States Environmental Protection Agency (EPA) would allow her department to provide training programs for environmental cleanup employment with a starting average wage of approximately \$20.00 per hour. Ms. Payne added some funding would be braided with funds from the Pathways grant to provide job training to incarcerated individuals through Pathways prior to their release and training under the EPA grant post release.

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

Council Bill 2022-050. Special Ordinance 27658 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

Lake Springfield Master Plan: Grant funds

Sponsor: Simpson. Council Bill 2022-051

A special ordinance authorizing the City Manager, or his designee, to accept grant funds from the United States Department of Commerce Economic Development Administration in the amount of \$800,000 for the purpose of conducting studies and developing a master plan for the Lake Springfield area; amending the budget for Fiscal Year 2021-2022 in the amount of \$800,000; and declaring that this bill qualifies for approval in one reading.

Olivia Hough, Senior City Planner, provided a brief overview of the proposed. Ms. Hough noted the grant funds would allow for a more detailed master plan to be implemented. Ms. Hough added the United States Department of Commerce announced the project was the first competitive Economic Development Agency award selected in the region. Ms. Hough noted the scope of the grant includes a

hydrological study, community engagement plan, and actionable master plan for economic development.

Ms. Hough added the department would like to kick off the plan this spring.

Mayor Pro Tem Simpson expressed his enthusiasm for the project. He asked if the City will continue to work with the current consultant on the project. Ms. Hough responded the plan is a new initiative and consultants will be encouraged to submit qualifications.

Councilman Lear expressed his excitement for the project, noting the Fellows Lake project as an example.

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

Council Bill 2022-051. Special Ordinance 27659 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

**Yoko Ono: Mend
Piece Grant**

Sponsor: Schilling. Council Bill 2022-055 (Item was removed from Consent Agenda – One Reading Bills.)

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$25,000 from the National Endowment of the Arts to support the exhibition Yoko Ono: Mend Piece at the Springfield Art Museum; amending the budget of the Springfield Art Museum for Fiscal Year 2021-2022 in the amount of \$25,000; and declaring that this bill qualifies for approval in one reading.

Nick Nelson, Art Museum Director, gave a brief overview of the proposed. Mr. Nelson noted the bill will authorize the museum to accept funds from the National Endowment of the Arts and amend the budget in the amount of \$25,000 to support the Yoko Ono: Mend Piece exhibit. Mr. Nelson added the Mend Piece exhibit is an interactive art installation where individuals will repair and mend pottery to create new pieces which will be added to the installation. The goal is to promote thinking about mending/healing in the community in relation to mental health and wellness. Mr. Nelson expressed his belief the exhibit can expand appreciation for a type of art that is often misunderstood and bring the community together through art. Mr. Nelson discussed upcoming art workshops.

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

Council Bill 2022-054. Special Ordinance 27660 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

AMENDED BILLS.

The following items appeared on the agenda under Public Hearing.

Council Bills 2022-052 and 2022-053 were read together.

Brody Corners Tax Increment Financing Plan

Sponsor: Hosmer. Council Bill 2022-052

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

Redevelopment Project for the Brody Corners Tax Increment Financing Plan

Sponsor: Lear. Council Bill 2022-053

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

Sarah Kerner, Director of Economic Development, provided a brief overview of the proposed. Ms. Kerner defined Tax Increment Financing (TIF) as a method of diverting existing property and sales taxes to pay for costs associated with building a project. TIF does not impose any new taxes and may capture up to 100% of the incremental increase in real property taxes and 50% of the incremental increase in sales and use taxes. Ms. Kerner noted requirements to establish TIF include an area is blighted or a conservation area, “but for” test requirement is met, conforms to City comprehensive plan, and is feasible for the developer. Ms. Kerner provided examples of prior TIF projects in Springfield. She added the plan was reviewed by the TIF Commission and adheres to Springfield TIF policies. Ms. Kerner submitted the exhibits into record with the City Clerk. She noted the location of the project is the northwest corner of West Sunshine Street and James River Freeway, and the purpose of the plan is to develop a project in this location. Ms. Kerner further noted the property has dilapidated structures, two lagoons, no connection to public water, and several concrete pads. It is recommended the property be considered a blighted area. She added the area is identified as an Activity Center. The deal points for the TIF are pay-as-you-go, reimbursement to the developer for public improvements only, a 23-year pay-back period, and the developer will seek establishment of a Community Improvement District (CID) to accelerate the repayment. Ms. Kerner noted the cap amount for the TIF is \$3,442,677, and the projected taxes with redevelopment are approximately \$8 million dollars. Ms. Kerner noted the following staff recommendations: the area is blighted, the “but for” requirement is met, the redevelopment plan conforms to the City Comprehensive Plan, the project is estimated to be completed within 23 years, the economic impact has been demonstrated, and the project is feasible for the developer.

Councilman Schilling asked if this proposal is the first to come forward for this site since the mobile home park on the property closed. Ms. Kerner answered

affirmatively. Mr. Schilling asked if there is any plan to close the lagoon. Ms. Kerner responded a representative for the developer is available for questions, but believed the issue is part of the cleanup plan. Mr. Schilling noted a judgement for \$41,000 against the former property owners and asked the status of said judgement. Mr. Schilling asked if prevailing wage will be provided for public improvements, redevelopment costs vs. reimbursable cost, and the interest rate. Ms. Kerner responded the interest rate was amended to prime plus 1.5% with a cap of 6%. She noted the redevelopment costs are total project costs, and the reimbursable costs are capped at approximately \$3.5 million.

Councilman Lear expressed his appreciation for the clarification on the interest rate. He asked if there is an addendum to the bill. Ms. Kerner responded the plan sets the cap and a detailed plan will be provided in the redevelopment agreement.

Cory Collins, a representative for the developer, addressed City Council. Mr. Collins noted the work they have done to meet requirements and preferences and meetings with the TIF commission, which they passed without objection. He noted the developers understand the property is blighted. Mr. Collins further noted the request is for reimbursement for a portion of public infrastructure improvements. He added the cost for the installed water line will be paid by the developer and provides water to neighbors that are currently utilizing a well for water. Mr. Collins noted he believed the \$41,000 judgement was paid, and he will confirm the status.

Councilman Schilling noted the lagoon will need to be closed. Mr. Collins responded the plan for closure has been presented to Missouri Department of Natural Resources, and the developer plans to begin the project as soon as approved by City Council.

Councilman McGull asked if the developer will work with the Missouri Department of Natural Resources to close the lagoon and remove debris from the site. Mr. Collins responded the engineers on the site have worked with Missouri Department of Natural Resources to develop a plan for closure and debris removal, and those plans will be carried out. Councilman McGull expressed his support for the project.

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

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

Historic Flag

Sponsor: McClure. Council Bill 2022-048

A special ordinance designating the official City flag adopted in 1938 as the Historic City Flag.

Rhonda Lewsader, City Attorney, provided a brief overview of the proposed. Ms. Lewsader noted the City flag adopted in 1938, had 26 submissions by high school art students, and remained the City flag until January 10, 2022, when a new design was adopted. Ms. Lewsader added to honor the 1938 flag for its many years of service, this

bill would designate the 1938 flag as the Historic City Flag, ensure it be displayed in a City building, and provide continuing education regarding the flag's history.

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

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

Did not appear Darrell Day did not appear to address City Council.

Did not appear Evans Isaac James did not appear to address City Council.

Appeared Susan Carter addressed City Council. Ms. Carter expressed her belief that mending and healing at the local level would be the way to resolve issues. Ms. Carter noted she recently attended a march to defeat vaccine mandates. Ms. Carter expressed her belief there is no proof that unvaccinated people are a threat and there is no reason to separate vaccinated and non-vaccinated individuals. Ms. Carter expressed her belief there is no reason to vaccinate children.

Appeared Neil Brady addressed City Council. Mr. Brady thanked City Council for their service and hard work in moving the City forward. He addressed crime in the City and expressed his belief community safety needs to be top priority. Mr. Brady thanked all first responders and noted the importance of retention. He expressed his approval for funds that have been used to retain officers and for the recent report regarding the Body Worn Camera program.

Appeared Margaret Clarke addressed City Council. Ms. Clarke expressed her opinion sober living homes are protected and do not have to adhere to zoning regulations, noting eight properties in her community that are sober living homes. She expressed her belief knowledge of this information may affect how City Council makes decisions. Ms. Clarke expressed her concern with prisoner re-entry and the behaviors that accompany these individuals.

The following item appeared on the agenda under New Business.

Certification of referendum petition

Certification of referendum petition.

Anita Cotter, City Clerk noted on February 8, 2022, she received a referendum petition to repeal Special Ordinance 27627 pertaining to adoption of the new City flag. Based on requirements of section 14.2 of the City Charter, the number of signatures required for the petition to be sufficient was 1,568. The petition contained 760 signatures. Based on this, Ms. Cotter certified this petition as insufficient.

UNFINISHED BUSINESS.

MISCELLANEOUS.

CONSENT AGENDA – FIRST READING BILLS.

The following items appeared under Consent Agenda – One Reading bills.

Confirmation of appointment: SGF Sports Community Improvement District Board of Directors

Sponsor: McClure. Council Bill 2022-054

A resolution confirming the appointment of Tyler Thompson to the SGF Sports Community Improvement District Board of Directors. (Staff recommends approval.)

Council Bill 2022-054. Resolution 10617 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

The following items appeared under Consent Agenda – Second Reading bills.

Confirmation of appointments: Police Civilian Review Board

Confirm the following reappointment to the Police Civilian Review Board: Noel Elliott with term to expire May 1, 2024.

Confirm the following appointment to the Police Civilian Review Board: Katie Bolt-Goeke with term to expire May 1, 2022.

Confirm the following appointments to the Police Civilian Review Board: Dr. Allen Grymes and Lori Muetzel with term to expire May 1, 2023.

Confirm the following appointment to the Police Civilian Review Board: Marlon Graves with term to expire May 1, 2024.

Confirm the following appointment to the Police Civilian Review Board: Marion Dee Ogilvy with term to expire May 1, 2025.

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, McGull, Schilling, Simpson, and McClure. Nays: Hosmer. Absent: None. Abstain: None. Vacant Seat: Zone 1.



Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by
Michelle Brown

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 02-01-22

Sponsored by: Simpson

First Reading: _____
AMENDED
COUNCIL BILL 2022-043

Second Reading: _____
SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract with the
2 Southwest Missouri Council of Governments to provide loan
3 packaging and processing.
4 _____
5

6 WHEREAS, the Southwest Missouri Council of Governments ("SMCOG") was
7 established in 1989 as an association of local governments and stakeholders and is the
8 federally-designated Economic Development District for the ten-county area of
9 southwest Missouri comprised of Barry, Christian, Dade, Dallas, Greene, Lawrence,
10 Polk, Stone, Taney, and Webster counties; and
11

12 WHEREAS, the SMCOG received a Coronavirus Aid, Relief, and Economic
13 Security ("CARES") Act Revolving Loan Fund Supplemental Disaster Recovery and
14 Resiliency award from the United States Department of Commerce Economic
15 Development Administration to administer and capitalize a Revolving Loan Fund ("RLF")
16 to lend to new, expanding, and existing businesses within Barry, Christian, Dade,
17 Dallas, Greene, Lawrence, Polk, Stone, Taney, Webster, Barton, Jasper, McDonald,
18 and Newton Counties in the State of Missouri; and
19

20 WHEREAS, the SMCOG desires to enter into an agreement with the City for loan
21 processing services for the SMCOG's RLF program; and
22

23 WHEREAS, City Council has determined that supporting the operation of the
24 SMCOG in this manner is in the best interest of the City of Springfield.
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
27 SPRINGFIELD, MISSOURI, as follows, that:
28

29 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
30 a contract with the SWCOG, said contract to be substantially in form and content as that
31 document attached hereto and incorporated herein by this reference as "Exhibit 1."
32

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

35
36 Passed at meeting: _____

37
38 _____
39 Mayor

40
41 Attest: _____, City Clerk

42
43 Filed as Ordinance: _____

44
45
46 Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 – 043

FILED: 02-01-22

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: Authorizing the City Manager to enter into a contract with the Southwest Missouri Council of Governments to provide loan packaging and processing.

BACKGROUND INFORMATION: The Southwest Missouri Council of Governments (“SMCOG”) was established in 1989 as an association of local governments and stakeholders and is the federally designated Economic District for the ten-county area of southwest Missouri. SMCOG received a Coronavirus Aid, Relief and Economic Security (“CARES”) Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency award from the United States Department of Commerce Economic Development Administration as shown on “Exhibit A” to administer and capitalize a Revolving Loan Fund (“RLF”) to lend to new, expanding, and existing businesses within Barry, Christian, Dade, Dallas, Greene, Lawrence, Polk, Stone, Taney, Webster, Barton, Jasper, McDonald, and Newton Counties in the State of Missouri.

SMCOG desires to enter into an agreement with the City for loan processing services for their RLF program beginning March 1, 2022, and concluding one year later on February 28, 2023, at a rate of \$52.06 per hour with the ability to extend by Addendum. This cost reflects full cost recovery for City services.

Services provided by the City to SMCOG in connection to the RLF services include:

- Reviewing loan applications and consult with applicants, accountants, and bankers as needed to obtain project sources, uses and total project cost; project balance sheet analysis; project income statement and cash flow analysis; analysis of borrower’s capacity; information on history, market analysis and management ability; information on credit history and bank experience; information on borrower’s personal financial statements; analysis of collateral; loan classification and risk rating; strengths and weaknesses; and loan terms and conditions.
- Prepare loan proposals/credit memoranda.
- Present loan reviews to SMCOG Board or Executive Committee as requested.

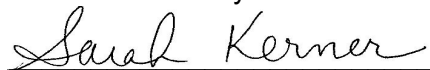
REMARKS: Staff recommends approval.

Submitted by:



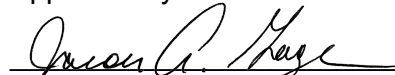
Cheri Hagler, Loan Officer

Recommended by:



Sarah Kerner, Director of
Economic Development

Approved by:



Jason Gage,
City Manager

EXHIBITS:

Exhibit A, Award documents

SUPPLEMENTAL EXPLANATION TO AMENDED COUNCIL BILL 2021-043

FILED: 02-23-22

ORIGINATING DEPARTMENT: Law

BACKGROUND INFORMATION: At the February 22, 2022, Council meeting, City Council voted to replace "Exhibit A," the contract, with a revised "Exhibit A." The contract was revised to clarify that the Southwest Missouri Council of Governments retained the legal responsibility to determine an applicant's loan eligibility.

Submitted by:


Rhonda Lewsader, City Attorney

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE January 1, 2022	TERMINATION DATE December 31, 2022	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1035 Attn: Sarah Kerner, Director of Economic Development		Southwest Missouri Council of Governments (SMCOG) 110 Park Central Square Springfield, MO 65806 Phone: 417-836-6900 Attn: Jason Ray, Executive Director	

SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as "City," and the Southwest Missouri Council of Governments, herein after referred to as "SMCOG."

WHEREAS, SMCOG was established in 1989 as an association of local governments and stakeholders, and is the federally-designated Economic Development District for the ten-county area of southwest Missouri comprised of Barry, Christian, Dade, Dallas, Greene, Lawrence, Polk, Stone, Taney, and Webster counties; and

WHEREAS, SMCOG's purpose is to promote area-wide dissemination of information regarding issues and problems at the local and regional level and to provide technical and advisory services for community betterment; and

WHEREAS, SMCOG received a Coronavirus Aid, Relief, and Economic Security (CARES) Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency award from the United States Department of Commerce Economic Development Administration, as set forth in **Exhibit A** which is attached hereto and incorporated herein by reference, to administer and capitalize a Revolving Loan Fund (RLF) to lend to new, expanding, and existing businesses within Barry, Christian, Dade, Dallas, Greene, Lawrence, Polk, Stone, Taney, Webster, Barton, Jasper, McDonald, and Newton Counties in the State of Missouri; and

WHEREAS, the City and SMCOG desire to enter an agreement to cooperate in processing of loan applications received for the RLF program;

NOW, THEREFORE, for the considerations herein expressed and other good and valuable consideration, it is agreed by and between the City and SMCOG as follows:

1. **Scope of Services.** The City agrees to provide the following services to SMCOG in connection with the RLF:
 - a. Review loan applications and consult with applicants, accountants, and bankers as needed to obtain the following information:
 - Project sources, uses and total project cost;
 - Project balance sheet analysis;
 - Project income statement and cash flow analysis;
 - Analysis of borrower's capacity;
 - Information on history, market analysis and management ability;
 - Information on credit history and bank experience;
 - Information on borrower's personal financial statements;
 - Analysis of collateral;
 - Loan classification and risk rating;

- Strengths and weaknesses; and
- Loan terms and conditions;
- b. Prepare loan proposals/credit memoranda; and
- c. Present loan reviews to SMCOG Board or Executive Committee as requested.

SMCOG recognizes that the City has limitations of the use of its manpower and equipment. Therefore, the City reserves the right to schedule the performance of services to most efficiently use the resources available to the City.

2. **Loan Eligibility.** SMCOG shall conduct initial screening of all applications and determine if an application meets eligibility requirements for the RLF, shall only submit applications for loan processing to the City that meet such eligibility requirements, and shall only approve loans that meet such requirements. SMCOG shall retain all legal responsibility to determine if an application meets eligibility requirements for an RLF loan.

3. **Time of performance.** The City shall provide the services as described in Paragraph 1 above for the period commencing January 1, 2022, and concluding one year later on December 31, 2022. The time for performance of this Contract may be extended by Addendum hereto, containing the signatories of the parties and an identification of the extension period as well as any other amendments to this Contract

4. **Payment.** Provided the City performs the services in the manner set forth in Paragraph 1 hereof, SMCOG agrees to pay the City \$52.06 per hour for all services to be rendered under this Contract.

5. **Assignment.** Neither the City nor SMCOG shall assign any interest in this Contract without the prior written consent of the other party to the assignment.

6. **Confidentiality of Documents.** All reports, information, data, or other sensitive information given to or prepared for the City shall not be made available to any individual, organization, or political subdivision without the prior approval of SMCOG, except that the City has an obligation under the Freedom of Information Act and related Missouri Sunshine laws to make such information public. SMCOG, through the action of its agents, shall conform to the applicable provisions of the Freedom of Information Act, Missouri Sunshine Laws, and the Privacy Act, as affect the duties and obligations of the City under this agreement.

7. **Liability and Indemnity.** The parties mutually agree to the following:

- a. SMCOG shall defend, indemnify, and hold the City, and all individual employees of the City performing work under the Scope of Services, harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of SMCOG's violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this Contract, provided that SMCOG is not obligated to indemnify or hold harmless the City from the City's own negligence or wrongdoing.
- b. In no event shall the City be liable to SMCOG for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

8. **Termination of Contract.** Either party may terminate this Contract in its entirety by giving 30 days written notice to the other party.

9. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

10. **Attorney Fees.** In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from SMCOG all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

11. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to SMCOG), or by first class mail addressed to City or SMCOG at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to SMCOG) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

12. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

13. **Entire Agreement.** This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

CONTRACTOR:

By: _____

Name & Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or designee

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Company: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.



United States Department of
Commerce Economic Development
Administration Denver Regional
Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204

February 18, 2021

Jason Ray
Executive Director
Southwest Missouri Council of Governments
110 Park Central Square
Springfield, MO 65806

In reply refer to: 05-79-06084

Dear Mr. Ray:

The Department of Commerce's Economic Development Administration (EDA) has approved your application for a \$975,000 EDA investment to capitalize a Revolving Loan Fund.

Enclosed is a signed copy of the *Financial Assistance Award* and the award packet. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on the signed *Financial Assistance Award*. The *OIG Fraud Awareness Training Certificates* must be signed by key staff working on this grant award. The *Award* and *Certificates* should be returned to pwaggoner@eda.gov. If not signed and returned within 30 days of receipt, EDA may declare the Award null and void.

Please do not to make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage private sector collaboration and creation of higher-skill, higher-wage jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

EDA shares your expectations regarding the impact of this investment and looks forward to working with you to meet the economic development needs of your community.

Sincerely,

A handwritten signature in black ink that reads "Angela B. Martinez". The signature is stylized with a large, flowing "A" and a long, sweeping underline.

Angela B. Martinez
Regional Director
Denver Regional Office

Enclosures

☒ GRANT ☐ COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER

05-79-06084 URI:115704

RECIPIENT NAME

Southwest Missouri Council of Governments

PERIOD OF PERFORMANCE

February 18, 2021 - February 18, 2024

STREET ADDRESS

110 Park Central Square

FEDERAL SHARE OF COST

\$ 975,000

CITY, STATE, ZIP CODE

Springfield, MO 65806

RECIPIENT SHARE OF COST

\$ 25,000

AUTHORITY

Public Works and Economic Development Act of 1965, as amended (42 U.S.C. 12)

TOTAL ESTIMATED COST

\$ 1,000,000

CFDA NO. AND NAME

11.307 Economic Adjustment Assistance Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Recovery

PROJECT TITLE

Revolving Loan Fund

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☐ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS☐ R & D AWARD☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE☒ SPECIFIC AWARD CONDITIONS☒ LINE ITEM BUDGET☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES☐ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.☒ OTHER(S): EDA Revolving Loan Fund Standard Terms & Conditions (November 12, 2020)Compliance with EDA Disaster Assistance Program Requirements: "Fraud Awareness Training"

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Angela B. Martinez, Regional Director

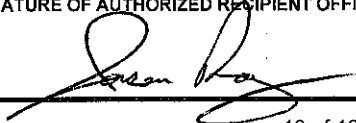
Digitally signed by ANGELA MARTINEZ
Date: 2021.02.18 15:23:35 -07'00'

DATE

02/18/21

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Jason Ray, Executive Director



DATE

4/6/21

CERTIFICATE OF TRAINING COMPLETION



The undersigned has fully and completely reviewed this training on behalf of the proposer/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 et seq.; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.


Signature

4/6/21
Date

Jason Ray
Name

SMIO6
Entity Name

Executive Director
Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the GrantsOnline website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Award (CD-450).

EDA Award Number 05-79-06074

Certificate One

CERTIFICATE OF TRAINING COMPLETION



The undersigned has fully and completely reviewed this training on behalf of the proposer/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 et seq.; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

Brandon Jensen
Signature

4/6/2021

Date

Brandon Jensen
Name

SMCG
Entity Name

Associate Planner
Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the [GrantsOnline](#) website, as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Award (CD-450).

EDA Award Number 05-79-06074

Certificate Two

CERTIFICATE OF TRAINING COMPLETION



The undersigned has fully and completely reviewed this training on behalf of the proposer/awardee, understands the information presented in this training, and has the authority to make this certification as the awardee. The undersigned understands providing false or misleading information during any part of the proposal, award, or performance phase of an EDA assistance award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. § 1001; treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729 et seq.; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other administrative remedies including termination of active EDA assistance awards.

Christopher J Coulter
Signature

07 April 2021

Date

Christopher J Coulter, AICP

Name

SMCOG

Entity Name

Chair

Position Title

Per the training instructions, return signed either to the relevant EDA Project Officer or via the [GrantsOnline website](#), as applicable, within 60 days of grant award. A separate Certification is required for each Authorized Signer on the Award. This Certification must be signed by the same Individual(s) executing the Award (CD-450).

EDA Award Number 05-79-06074

Certificate Three

One-Rdg. _____
P. Hrngs. X
Pgs. 200
Filed: 02-15-22

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-052

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Brody Corners Tax Increment Financing Plan, establishing a
2 redevelopment area, designating the redevelopment area as a
3 blighted area, making other required findings for the redevelopment
4 plan, designating a developer of record for the redevelopment plan,
5 approving a redevelopment agreement with the developer; and
6 directing staff to implement the redevelopment plan.

7 _____
8
9 WHEREAS, City staff has worked with West Sunshine Development, LLC, the
10 proposed developer ("Developer"), to prepare the Brody Corners Tax Increment
11 Financing Plan ("TIF Plan") pursuant to the Real Property Tax Increment Allocation
12 Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the
13 "TIF Act"), for the redevelopment of the area generally located at 5505 West Sunshine
14 in Springfield, Missouri, and generally bounded by the James River Freeway and West
15 Sunshine Street to the south, commercial development to the east, residential property
16 to the north, and undeveloped land to the west, containing approximately 26 acres of
17 land (the "Redevelopment Area") that is proposed to be developed in a single
18 redevelopment project described under the TIF Plan (the "Redevelopment Project"); and
19

20 WHEREAS, pursuant to the provisions of the Act, the Tax Increment Financing
21 Commission of the City of Springfield, Missouri ("TIF Commission") was composed of
22 representatives from the City and from the affected taxing jurisdictions for the purpose
23 of conducting a public hearing and making recommendations with respect to the TIF
24 Plan to the City Council of the City of Springfield, Missouri ("City Council"); and
25

26 WHEREAS, on July 6, 2021, the Land Clearance for Redevelopment Authority
27 recommended that the City Council find that the property described in the TIF Plan is
28 blighted; and
29

30 WHEREAS, in accordance with the written procedures relating to bids and
31 proposals for implementation of redevelopment projects as adopted by the City, the City
32 published in *The Springfield News-Leader* on January 3, 2022, a notice of request for
33 proposals for the implementation of redevelopment projects for the TIF Plan, which

provided reasonable opportunity for any person to submit proposals for redevelopment projects in compliance with Section 99.820.1(3) of the Revised Statutes of Missouri; and

WHEREAS, the City received no additional proposals in response to the published request for proposals; and

WHEREAS, on February 2, 2022, after due notice in accordance with the Act, the TIF Commission held a public hearing, at which all interested persons and taxing districts affected by the TIF Plan were afforded an opportunity to make comments and protests, file written objections, and be heard orally regarding adoption of the TIF Plan; and

WHEREAS, on February 2, 2022, the TIF Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, voted to approve Resolution No. 2022-01, which recommended that the City Council make certain required findings and amend and approve the TIF Plan; and

WHEREAS, on February 22, 2022, at a regular meeting, the City Council considered the TIF Plan, the recommendations of the TIF Commission, and the recommendations of City staff, and provided parties in interest and citizens an opportunity to be heard regarding the TIF Plan; and

WHEREAS, having heard and considered the objections, protests, comments, and other evidence adduced at the meetings, the evidence and testimony submitted at the TIF Commission public hearing, the recommendations of the TIF Commission, the recommendations of City staff, and the input of interested persons and citizens, the City Council desires to designate the Redevelopment Area, declare the Redevelopment Area as a blighted area, and approve the TIF Plan; and

WHEREAS, the City Council desires to enter into a redevelopment agreement with the Developer to establish the rights, duties, and obligations of the City and the Developer, to implement the TIF Plan, and to establish certain related matters.

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

Section 1 – The City Council hereby makes the following findings for approval of the TIF Plan, which is attached to this Ordinance as “Exhibit A” and incorporated herein by reference:

A. The TIF Plan sets forth in writing a general description of the program to be undertaken to accomplish its objectives, including the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the

property within the Redevelopment Area which is to be subjected to payments in lieu of taxes and economic activity taxes pursuant to Section 99.845, RSMo, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the Redevelopment Area.

B. The Redevelopment Area on the whole is a blighted area, as such term is defined in Section 99.805(1), RSMo, due to the presence of blighting factors as set forth in Exhibit 3 to the TIF Plan, including that the Redevelopment Area is characterized by unsanitary and unsafe conditions, deterioration of site improvements, and conditions which endanger life and property, and that the area is an economic liability for the City and a menace to the public health, safety or welfare in its present condition and use. The TIF Plan is also accompanied by an affidavit, signed by the Developer and set forth in Exhibit 13 to the TIF Plan, attesting to the blighting conditions of the Redevelopment Area.

C. The proposed redevelopment satisfies the "but for" test set forth in Section 99.810, RSMo, in that the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The TIF Plan is accompanied by an affidavit, signed by the Developer and set forth in Exhibit 13, attesting to this finding.

D. The TIF Plan is in conformance with the Comprehensive Plan for the development of the City as a whole.

E. The TIF Plan contains estimated dates of completion of the Redevelopment Project and estimated dates for the retirement of obligations incurred to finance redevelopment project costs, and said dates are not more than twenty-three (23) years from the adoption of an ordinance approving a Redevelopment Project within the Redevelopment Area.

F. A Relocation Plan has been developed for relocation assistance for businesses and residences, and the relocation of any business or residents in the Redevelopment Area, if necessary, will take place in accordance with the Relocation Plan attached to the TIF Plan as Exhibit 4.

G. The TIF Plan is accompanied by a Cost/Benefit Analysis showing the economic impact of the TIF Plan on each taxing district and political subdivision within the Redevelopment Area if the proposed Redevelopment Project is built pursuant to the TIF Plan or is not built, and the Commission received evidence that the proposed Redevelopment Project is financially feasible to undertake with TIF assistance in the form of the Developer's return on investment calculations attached to the TIF Plan as part of Exhibit 13.

H. The Plan does not include the initial development or redevelopment of any gambling establishment.

I. The area selected for the Redevelopment Project includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements.

Section 2 – The TIF Plan is hereby approved.

Section 3 – West Sunshine Development, LLC, is hereby designated as the developer of record for the TIF Plan and the Redevelopment Project that may be approved by the City Council pursuant to the TIF Plan.

Section 4 – The land legally described in Exhibit 2 of the TIF Plan is hereby designated as the Redevelopment Area for the TIF Plan.

Section 5 – There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “*Brody Corners Special Allocation Fund*” which shall contain separate segregated accounts into which payments in lieu of taxes, economic activity taxes and other revenues shall be deposited, as collected by the City pursuant to the TIF Plan.

Section 6 – The Tax Increment Financing Redevelopment Agreement, in substantially the form attached hereto as “Exhibit B” (the “Agreement”), is hereby approved and the Mayor, City Clerk, and/or City Manager are authorized to execute and deliver the Agreement with such changes therein as shall be approved by the officials of the City executing the Agreement, such officials’ signatures thereon being conclusive evidence of their approval thereof.

Section 7 – The Mayor, City Clerk, City staff, the City’s special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

Section 8 – It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

172 Section 9 – This Ordinance shall be in full force and effect from and after the date
173 of its passage and approval.

174
175 Passed at meeting: _____

176
177 _____
178 Mayor

179
180 Attest: _____, City Clerk

181
182 Filed as Ordinance: _____

183
184
185 Approved as to form: Jill Bunnis, Assistant City Attorney

186
187
188 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022-052

FILED: 02-15-22

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To adopt a special ordinance approving the Brody Corners Tax Increment Financing Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan, and directing staff to implement the redevelopment plan.

BACKGROUND INFORMATION: The City and West Sunshine Development, LLC (“Developer”) entered into a Preliminary Funding Agreement in February 2021 to provide the process and source of funds for the City to work with the Developer to draft a tax increment financing plan and negotiate a tax increment financing agreement to facilitate the development of an area, generally located at the northwest corner of West Sunshine Street and James River Freeway (“Highway 60”). Staff has worked closely with representatives of Developer since that time, and this ordinance is the culmination of that effort.

The property was annexed into the City of Springfield by General Ordinance No. 6659 on June 14, 2021. The property was rezoned to HC, Highway Commercial District, by General Ordinance No. 6666 on July 12, 2021.

This ordinance will take the following actions regarding the Brody Corners Tax Increment Financing Plan (the “TIF Plan”):

- Designate the Redevelopment Area for the TIF Plan;
- Declare that the Redevelopment Area is a blighted area and make the other required factual findings for the TIF Plan;
- Approve the TIF Plan; and
- Designate the Developer as the developer of record for the TIF Plan.

On July 6, 2021, the Land Clearance for Redevelopment Authority reviewed the Blight Study that is attached to the TIF Plan as “Exhibit 3” and recommended that the City Council find that the property is blighted as set forth in the Study.

On February 2, 2022, the Tax Increment Financing Committee of the City of Springfield conducted a public hearing regarding the TIF Plan and thereafter adopted Resolution No. 2022-1 which recommends the City Council make the required findings to adopt the TIF Plan, adopt an ordinance which approves the TIF Plan and, declare that the Developer is the developer of record for the redevelopment projects described in the TIF Plan, and that the City enter into a Redevelopment Agreement to implement the TIF Plan.

The TIF Plan provides that the Redevelopment Area will contain a single

Redevelopment Project which will be activated. The total project costs for the entire TIF Plan are projected to be about \$27 million (budget in Exhibit 5 of TIF Plan). The reimbursable Project Costs are projected to be about \$6.5 million, which consist of on-site excavation, public utilities, sewer, and stormwater; off-site public utilities and street improvements; and allowable fees.

Economic Development Incentives Policy

The *Economic Development Incentives Policy Manual*, adopted by City Council in 2011, and amended in December 2018, includes policies related to the use of Tax Increment Financing. In addition, it contains General Policies applicable to all projects. The following policies are pertinent to this project.

1. Each TIF application must demonstrate that the applicant has thoroughly explored the use of alternative financing methods.
2. TIF applicants must demonstrate that they have the financial ability to complete and operate the project.
3. The use of TIF will be considered for those projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will create new jobs and retain existing employment, eliminate blight, and/or strengthen the employment and economic base of the City.
4. Most favorable consideration will be given to TIF plans that propose no more than 20% of total project costs (including all hard and soft costs and developer fees) be reimbursed with TIF revenues.
5. Any developer receiving TIF assistance shall provide a minimum of fifteen percent (15%) cash equity investment in the project. TIF revenue and land values shall not be used to supplant cash equity. Projects with equity contributions from the developer in excess of 25% will be viewed more favorably.
6. TIF applications for retail and commercial projects will be considered for projects that encourage an inflow of customers from outside the City or will provide services or fill retail markets that are currently unavailable or in short supply in the City. Additional consideration will be given to projects in excess of \$15 million or the development of vacant property in areas where the project will be the initial development or will serve as a catalyst for further quality development.
7. TIF projects which are constructed in phases are viewed with greater skepticism. TIF projects that propose a reasonable and certain end date for construction and occupancy and demonstrate clearly and convincingly how those goals will be achieved will be viewed positively. Projects with commitments by tenants by lease or other legally binding contracts will be viewed with greater favor.
8. The term of the TIF shall be the minimum necessary, with shorter terms receiving more favorable consideration than those extending the maximum 23 years.

9. Most favorable considerations will be given to TIF projects that provide immediate benefit to taxing jurisdictions.
10. Proposed blight studies for TIF districts must be reviewed by the Land Clearance for Redevelopment Authority and TIF Commission for their recommendations regarding blight.
11. The City will maintain a retainage account until each project is completed or satisfies other performance standards.
12. The City may charge an administrative fee of 2% of annual TIF revenues to partially offset the cost of record-keeping for each TIF project. The fee may be assessed on a quarterly basis against the annual increment generated by the TIF project.
13. Notwithstanding the foregoing, TIF applications which do not meet the above criteria will be viewed favorably if the application clearly demonstrates that the project is of vital interest to the City and will significantly assist the City in the elimination of blight, financing desirable public improvements, strengthening the employment and economic base of the City, increasing property values, reducing poverty, creating economic stability, upgrading older neighborhoods, and/or facilitating economic self-sufficiency.

REMARKS: The total project budget identified in the Brody Corners TIF Plan is \$27,025,740. Approximately 7.8% (\$3,442,677) will be reimbursed by TIF proceeds. The Developer and End Use Developers will fund the remainder (\$23,583,063) of the project. The Developer has agreed to a mandatory surplus of 25% of the Payments in Lieu of Taxes, which will provide immediate benefit to the taxing jurisdictions. The term of this TIF will be 23 years.

The proposed Brody Corners TIF Plan ("Exhibit A") and accompanying TIF Agreement ("Exhibit B") address both the general and TIF-specific incentive policies. Staff, LCRA and the TIF Commission recommend approval.

Recommended and Submitted by:



Sarah Kerner,
Economic Development Director

Approved by:



Jason Gage,
City Manager

BRODY CORNERS TAX INCREMENT FINANCING PLAN

City of Springfield, Missouri

A PLAN PREPARED BY:

Husch Blackwell LLP
901 St. Louis Street, Suite 1800
Springfield, Missouri 65806

Filed with the City Clerk on September 30, 2021.

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I. INTRODUCTION

A. The Redevelopment Plan

This Brody Corners Tax Increment Financing Plan (this “Redevelopment Plan”) contemplates the development of a commercial use development located on West Sunshine Street in the City of Springfield, Greene County, Missouri. The potential for retail, nationally franchised quick service restaurants, office space and potential for spacious areas for service industry will provide the economy with shopping, convenient dining opportunities, office space and support the local economy. The Redevelopment Plan land area is comprised of approximately 26 acres with frontage along West Sunshine Street near Highway 60.

B. Redevelopment Area

The boundaries of the Redevelopment Area are generally depicted in Exhibit 1. The legal description of the Redevelopment Area is set forth in Exhibit 2. In the event of any inconsistency between Exhibit 1 and Exhibit 2, Exhibit 2 shall control.

The Redevelopment Area is anticipated to include 7 lots on which retail, restaurant, offices, and space for shopping and services may be constructed.

C. Project Costs

The Redevelopment Plan contemplates the application of tax increment financing and community improvement district sales tax revenues toward the payment of eligible Reimbursable Project Costs, in accordance with Exhibit 5.

D. Redevelopment Plan Objectives

The general objectives of the Redevelopment Plan are:

1. To enhance the tax base of the City and the other Taxing Districts, and encourage private investment in the surrounding area;
2. To increase employment opportunities;

3. To stimulate construction and development and generate tax revenues, including, but not limited to, real estate tax revenues, sales tax revenues, and personal property tax revenues; all of which would not occur without Tax Increment Financing assistance; and

4. To remediate blighting conditions described in the Blight Study (defined and discussed below under **Section VII.A.**).

II. DEFINITIONS

As used in this Redevelopment Plan, the following terms shall have these meanings:

A. Act. The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 et seq., of the Revised Statutes of Missouri, as amended.

B. Blighted Area. An area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

C. City. The City of Springfield, Missouri.

D. City Council. The City Council of the City.

E. Commission. The Tax Increment Financing Commission of the City of Springfield, Missouri.

F. Community Improvement District (“CID”). A community improvement district formed under the Community Improvement District Act , Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

G. Economic Activity Taxes (EATSSs). The total additional revenue from taxes which are imposed by the City and other Taxing Districts, and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year prior to the adoption of the ordinance approving the Redevelopment Project, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500, RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo., taxes imposed on sales under and pursuant to section 67.700 or 650.399 for the purpose of emergency communication systems, licenses, fees or special assessments other than Payments in Lieu of Taxes and interest and penalties thereon, and any other taxes excluded by Missouri law. If a retail establishment relocates to the Redevelopment Area within one (1) year from a facility within the same county and the governing body of the City passes an ordinance finding that the relocation is a direct beneficiary of Tax Increment Financing, then for purposes of this definition the Economic Activity Taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by the City and other Taxing Districts over the amount of economic activity taxes generated by the retail establishment in the calendar year prior to its relocation to the Redevelopment Area, as provided in Section 99.845 RSMo.

H. Gambling Establishment. An excursion gambling boat as defined in Section 313.800 RSMo., and any related business facility including any real property improvements which are directly and solely related to such business facility, whose sole purpose is to provide goods or services to an excursion gambling boat and whose majority ownership interest is held by a person

licensed to conduct gambling games on an excursion gambling boat or licensed to operate an excursion gambling boat as provided in Sections 313.800 to 313.850, RSMo.

I. Obligations. Bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City, or by other appropriate issuer, approved by the City, to pay or reimburse all or any portion of the Reimbursable Project Costs or to otherwise carry out a Redevelopment Project or to refund outstanding obligations.

J. Ordinance. An ordinance enacted by the City Council of the City.

K. Planned Development. The construction of new commercial buildings and related site improvements for end use as a convenience store, retail, restaurants, office space and/or service industry space, the development of which will be facilitated by the Redevelopment Project.

L. Payments in Lieu of Taxes (PILOTs). Those estimated revenues from real property in the Redevelopment Area, which revenues according to this Plan are to be used for a private use, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment Area exceeds the total initial equalized value of real property in such area, until the designation is terminated pursuant to Subsection 2 of Section 99.850 RSMo. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate located in the Redevelopment Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo.

M. Redevelopment Area. The real property depicted in Exhibit 1 and legally described in Exhibit 2.

N. Redevelopment Plan or Plan. This Brody Corners Tax Increment Financing Plan.

O. Redevelopment Project. The blight remediation, public infrastructure and site development activities and improvements to be undertaken within the Redevelopment Area intended to accomplish the objectives of this Redevelopment Plan, as described in the budget set out in Exhibit 5.

P. Redevelopment Project Costs. Include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Redevelopment Plan and/or a Redevelopment Project. Such costs include, but are not limited to the following:

1. Costs of studies, surveys, plans and specifications;
2. Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the Commission established in Section 99.820, Greene County, Missouri and the City for the administration of Sections 99.800 to 99.865, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan or a Redevelopment Project;
3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
4. Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
5. Costs of construction of public works or public and/or private improvements;
6. Financing costs, including, but not limited to all necessary and incidental expenses related to the issuance of Obligations, and which may include payment of interest on any Obligations issued hereunder accruing during the estimated period of construction

of any Redevelopment Project for which such Obligations are issued and for not more than eighteen (18) months thereafter, and including reasonable reserves related thereto;

7. All or a portion of a Taxing District's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Redevelopment Project, to the extent the municipality by written agreement accepts and approves such costs; and

8. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law.

Q. Reimbursable Project Costs. A maximum of \$3,442,677 of the Redevelopment Project Costs that may be reimbursed through TIF Revenue, plus interest on such costs at the rate of 6.0% per annum from the date of certification by the City as Reimbursable Project Costs to the date of payment. All Reimbursable Project Costs incurred shall be reimbursable upon their certification and shall not require construction of additional improvements or structures in order to qualify those expenses and costs for reimbursement. A general description of and budget for the Reimbursable Project Costs is set out in Exhibit 5.

R. Special Allocation Fund. The fund maintained by the City, which contains at least two (2) separate segregated accounts for the Redevelopment Plan, maintained by the appropriate department of the City into which Payments in Lieu of Taxes are deposited in one account and Economic Activity Taxes are deposited in the other account.

S. Tax Increment Financing. Tax increment allocation financing as provided pursuant to the Act.

T. Taxing Districts. Any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy taxes.

U. TIF Revenue. All Payments in Lieu of Taxes and all Economic Activity Taxes.

III. TAX INCREMENT FINANCING

This Redevelopment Plan is adopted pursuant to the Act. The Act enables municipalities to finance Redevelopment Project Costs with the revenue generated from Payments in Lieu of Taxes and Economic Activity Taxes. A memorandum of this Redevelopment Plan shall be filed of record against all real property in the approved Redevelopment Area.

IV. FINANCING

A. Estimated Redevelopment Project Costs. The estimated schedule for implementation of the Redevelopment Plan contemplates a two (2) year build out of the Redevelopment Area after commencement of construction. The estimated Redevelopment Project Costs are set forth in Exhibit 5. The maximum Reimbursable Project Costs under this Redevelopment Plan are \$3,442,677, plus interest on such costs at the rate of 6.0% per annum from the date of certification by the City as Reimbursable Project Costs to the date of payment. This Redevelopment Plan proposes that Reimbursable Project Costs be reimbursed from Payments in Lieu of Taxes and Economic Activity Taxes generated by the Redevelopment Area.

B. Anticipated Sources of Funds. The Developer will pay all costs of the Redevelopment Project from a mix of Developer and investor equity and private loans. Developer will provide a minimum of 15% cash equity investment in the Redevelopment Project. The terms of this private equity and debt financing are yet to be finalized and are expected to include short-term construction financing and long-term financing arrangements in excess of 20 years. This Redevelopment Plan proposes that reimbursement of Reimbursable Project Costs will occur as funds are collected and available from the TIF Revenues, but not more frequently than quarterly. Anticipated sources and amounts of funds to pay Redevelopment Project Costs are discussed below.

1. Payments in Lieu of Taxes. Projections for Payments in Lieu of Taxes (“PILOTs”) are based on current and anticipated real property assessments and current and anticipated property tax rates, both of which are subject to change due to many factors, including reassessment, the effects of real property classification for real property tax purposes, the timing of the completion of the projects within the Redevelopment Area and the corresponding timing of their inclusion in the property tax rolls, and the rollback in tax levies resulting from reassessment of classification. The estimated total Payments in Lieu of Taxes generated within the Redevelopment Area while Tax Increment Financing remains in place is approximately \$7,460,306, as shown in Exhibit 8. Under the proposed Plan, twenty-five percent (25%) of all of the Payments in Lieu of Taxes generated by the Redevelopment Area shall be classified as surplus and distributed to the taxing jurisdictions on an annual basis, with the remaining Payments in Lieu of Taxes generated being made available to pay Reimbursable Project Costs. The total surplus Payments in Lieu of Taxes are estimated at \$1,865,077.

All amounts shown as anticipated Payments in Lieu of Taxes are projections based on estimates prepared by the Developer. The market value of the anticipated improvements for the Redevelopment Project and Planned Development, for which PILOT calculations are projected in Exhibit 8, is estimated to be \$20,500,000. Actual amounts generated may be greater or lesser due to variations between actual versus projected project density or market conditions.

2. Economic Activity Taxes. The projected Economic Activity Taxes generated within the Redevelopment Area while Tax Increment Financing remains in place are approximately \$3,502,745 as shown in Exhibit 8. Economic Activity Taxes will be

made available, upon annual appropriation, to pay Reimbursable Project Costs. This Plan assumes that sales tax revenues will increase at a rate of 1.0% per year, after completion.

All amounts shown as anticipated Economic Activity Taxes are projections based on estimates prepared by the Developer. The taxable retail sales resulting from the Planned Development, from which Economic Activity Tax calculations are projected in Exhibit 8, are estimated to be \$10,000,000 once the Planned Development is fully complete. Actual amounts generated may be greater or lesser due to variations between actual versus projected project density or market conditions.

3. Community Improvement District. The projected Community Improvement District within the Redevelopment Area is anticipated to generate a total of \$2,212,657 if in place for the entire duration of Tax Increment Financing as shown on Exhibit 8.

C. Evidence of Commitments to Finance. This Redevelopment Project will be financed through several revenue sources, including private financing. Commitments for financing of the Redevelopment Project are attached hereto as Exhibit 12.

V. EQUALIZED ASSESSED VALUATION

A. Most Recent Equalized Assessed Valuation. The total initial equalized assessed valuation of the Redevelopment Area according to current records at the Greene County Assessor's Office, is approximately \$236,740. The Redevelopment Area consists of the entirety of two tax parcels. The 2021 combined ad valorem property tax levy is projected to be \$6.6324 per \$100 assessed valuation. The 2020 annual ad valorem tax revenue from the Redevelopment Area was approximately \$14,954.00. The initial equalized assessed valuation is further detailed on Exhibit 8.

The Total Initial Equalized Assessed Valuation of a Redevelopment Project area within the Redevelopment Area will be determined by the Greene County Assessor prior to the time the

Redevelopment Project is approved by Ordinance. Payments in Lieu of Taxes measured by subsequent increases in property tax revenue which would have resulted from increased valuation had Tax Increment Financing not been adopted will be segregated from taxes resulting from the Total Initial Equalized Assessed Valuation as defined herein, and deposited in the Special Allocation Fund earmarked for payment of Reimbursable Project Costs as defined herein.

B. Estimated Equalized Assessed Valuation after Redevelopment. When the Redevelopment Project and the Planned Development have been completed, the total assessed valuation of the Redevelopment Area will be determined. Should the Redevelopment Area develop as contemplated as of the date of this Redevelopment Plan, and pursuant to projections provided to the City by its consultants, future equalized assessed valuation for the Redevelopment Area is estimated at approximately \$6,560,000, with property values increasing throughout the duration of Tax Increment Financing. Detailed calculations showing the estimated increase in assessed valuation and the resulting Payments in Lieu of Taxes are shown in Exhibit 8.

VI. GENERAL LAND USE

This Redevelopment Plan contemplates the rezoning of the Redevelopment Area to HC (highway commercial). The development of the Redevelopment Area may necessitate continued or additional efforts related to the planning and platting process, with development progressing pursuant to applicable provisions of the City's zoning code. It is anticipated that such land use applications will occur before development commences. The anticipated general land use within the Redevelopment Area after redevelopment is described on Exhibit 14.

VII. REQUIRED STATUTORY FINDINGS

A. Existing Conditions in Redevelopment Area. The Blight Analysis ("Blight Study") prepared by Southwest Valuation Services, dated February 2, 2021, is attached as Exhibit 3. To meet the statutory definition of blight, a minimum of one blight factor out of five must be found

to be present in the Redevelopment Area. Statutory blight factors, as summarized in the Blight Study, that may be observed on the subject parcels include the following:

1. Factor 1: Unsanitary or unsafe conditions; and
2. Factor 2: Deterioration of Site Improvements.

The Blight Study finds that the Redevelopment Area qualifies as a “blighted area” due to the presence of several factors and provides the evidence of blight as stated within the Act in Section 99.805(1) RSMo.

B. Expectations for Development. The Redevelopment Area, taken as a whole, has not been subject to growth and development by private enterprise and would not reasonably be anticipated to be redeveloped without the adoption of this Redevelopment Plan. The Developer has provided a Developer’s Affidavit, attached as Exhibit 13, which reflects this circumstance.

C. Conforms to Comprehensive Plan of City. The Redevelopment Plan is in conformance with the Springfield-Greene Comprehensive Plan (the “Comprehensive Plan”). The Comprehensive Plan designates the Redevelopment Area for Medium-intensity Retail, Office or Housing. This mixed category includes a variety of commercial and/or mid-or high-density housing situated at major intersections along certain road corridors. Appropriate zoning for this land use classification includes the HC, Highway Commercial District, which is intended for commercial uses that depend upon high visibility, generate high traffic volumes, and/or cater to the traveling public. These characteristics generally dictate this district be in areas at that are at least five acres in size that are located along or at the intersections of arterial classification streets or along frontage roads adjacent to freeways or other limited-access streets. The Redevelopment 12 HB: 4812-7644-8227.7 Area, which consists of approximately 28.25 acres located at a major intersection, was rezoned from County M-1, Light Manufacturing District and GR, General Retail

District to HC, Highway Commercial District, on July 12, 2021 by Special Ordinance. The Comprehensive Plan also designates the area surrounding the intersection of West Sunshine Street and James River Freeway as an emerging Activity Center. Activity Centers are areas designated for significant concentrations of commercial and residential activity. The Comprehensive Plan recommends development be focused in and around these areas to optimize use of public infrastructure, improve citizen convenience, inspire investor confidence, and promote a compact growth pattern. The Redevelopment Plan supports this recommendation by proposing new commercial development near this intersection.

D. Date to Adopt Redevelopment Project. In no event shall any ordinance approving a Redevelopment Project be adopted later than ten (10) years from the adoption of the Ordinance approving this Redevelopment Plan.

E. Obligations. No Obligations will be issued by the City to pay Reimbursable Project Costs. The completion of the Redevelopment Project and the reimbursement of the Reimbursable Project Costs will occur no later than twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project. For purposes of this Plan, “Year 1,” as shown in the Exhibits hereto, is anticipated to be calendar year 2022, although actual implementation of this Plan may cause “Year 1” to start in a subsequent calendar year.

F. Acquisition by Eminent Domain. The City will not consider the use of eminent domain to acquire property within the Redevelopment Area.

G. Relocation Assistance. No person or business currently resides or occupies any space in the Redevelopment Area, to the extent any relocation of eligible displaced occupants and business were to exist in the Redevelopment Area, the City will adhere to the Relocation Assistance Plan detailed in Exhibit 4.

H. Cost-Benefit Analysis. A cost-benefit analysis, attached hereto as Exhibit 11, has been prepared for this Redevelopment Plan. This analysis and other evidence submitted to the Commission describe the fiscal impact on every affected Taxing District and provide sufficient information to determine that the Redevelopment Project as proposed, is financially feasible.

I. Gambling Establishment. The Redevelopment Plan does not include the development or redevelopment of any Gambling Establishment.

**BRODY CORNERS TIF PLAN
EXHIBIT 1**

**MAP OF REDEVELOPMENT AREA AND REDEVELOPMENT
PROJECT**

EXHIBIT 2

LEGAL DESCRIPTION OF REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT

TRACT I:

BEGINNING AT A POINT 427.87 FEET EAST OF THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 907.7 FEET TO THE NORTHEAST CORNER OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1); THENCE SOUTH ALONG THE EAST LINE OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1), 826 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 166; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 490 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE OF 90° WITH THE LAST DESCRIBED COURSE 362.65 FEET; THENCE WEST MAKING AN ANGLE OF 56°30' TO THE LEFT WITH THE LAST DESCRIBED COURSE 298.4 FEET; THENCE NORTH MAKING AN ANGLE OF 90°59' TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 794.05 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI.

TRACT II:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 427.87 FEET; THENCE SOUTH 800 FEET; THENCE WEST 427.87 FEET; THENCE NORTH TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT III:

A TRACT OF LAND LOCATED IN SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1); THENCE ALONG THE WEST LINE OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), SOUTH 00°06'27" EAST A DISTANCE OF 6.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°04'21" EAST A DISTANCE OF 675.90 FEET TO THE POINT FOR CORNER; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 413 THE FOLLOWING DESCRIBED COURSE, SOUTH 55°23'51" WEST A DISTANCE OF 299.98 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 58°40'55" WEST A DISTANCE OF 61.27 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 79°21'47" WEST A DISTANCE OF 54.75 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 57°44'32" WEST A DISTANCE OF 5.28 FEET TO A POINT FOR CORNER; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), NORTH 00°06'27" WEST A DISTANCE OF 724.17 FEET TO THE POINT OF BEGINNING.

**BRODY CORNERS
TAX INCREMENT FINANCING PLAN
EXHIBIT 3
BLIGHT STUDY**

**Blight Study
of
Whispering Lanes Mobile Home Park
Located at the Northwest Quadrant of
James River Freeway and West Sunshine Street
in the City of Springfield
Greene County, Missouri**

**Prepared For:
Cory Collins, Esquire
Husch Blackwell**

**Effective Date:
February 2, 2021**



RICK J. MUENKS, J.D., MAI
CERTIFIED GENERAL REAL ESTATE APPRAISER

CHRISTOPHER P. MUELLER, MAI
CERTIFIED GENERAL REAL ESTATE APPRAISER

SETH JOHNSON, MAI
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CASSANDRA J. SICKMAN
CERTIFIED GENERAL REAL ESTATE APPRAISER



APPRAISAL SERVICES FOR:

- FINANCING
- ACQUISITION
- DISPOSITION
- DEVELOPMENT
- TAX MATTERS
- FORECLOSURE

CONSULTING SERVICES FOR:

- MARKET STUDIES
- FEASIBILITY STUDIES
- TRANSACTION DUE DILIGENCE

LITIGATION SUPPORT FOR:

- CONDEMNATION
- PROPERTY DAMAGE CLAIMS
- PROPERTY DEFECTS
- MARITAL DISSOLUTION
- PROPERTY TAX
- APPEALS
- ZONING/LAND USE CONTROL HEARINGS

MAIN OFFICE -
3041 SOUTH KIMBROUGH AVE., SUITE 107
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SATELLITE OFFICE -
1103 WEST 2ND STREET
WEST PLAINS, MO 65775

OFFICE 417-866-8300
FAX 417-866-8391
SWVALUATION.COM

August 10, 2021

West Sunshine Development, LLC
c/o Cory Collins, Esquire
Husch Blackwell
901 St. Louis Street, Suite 1800
Springfield, MO 65806

RE: Blight Study- Whispering Lanes Mobile Home Park
NWQ James River Freeway and West Sunshine Street
5505 West Sunshine Street
Springfield, Missouri 65619
Our file number: 34-21

Mr. Collins:

In fulfillment of your request, Southwest Valuation, LLC is pleased to transmit our narrative report developing an opinion of blight as defined in Section 99.805 (1) RSMo. as revised by SB 153 which was signed into law on June 30, 2021 with an effective date of August 28, 2021. The effective date of this report is February 2, 2021.

This study will be used by the you and your client as it pertains to a redevelopment plan application and determination of blight in the area covered by the redevelopment plan. The following report sets forth the most pertinent data gathered, and the reasoning leading to the opinion of blight. The analysis, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the *Uniform Standards of Professional Appraisal Practice* (USPAP), and the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis or if Southwest Valuation, LLC can be of further service, please contact us.

Respectfully submitted,

Rick J. Muenks, MAI
General Real Estate Appraiser
Missouri State Certified
RA003286



Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the area or property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined conclusion that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this study.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Rick Muenks has made a personal inspection of the area that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification except the following individuals: report production, None
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Rick Muenks has completed the continuing education program of the Appraisal Institute, and is a licensed commercial real estate appraiser in the State of Missouri.

Rick J. Muenks, MAI
General Real Estate Appraiser
Missouri State Certified
RA003286



Table of Contents

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Summary of Study Conclusions

Study Area:	Former Whispering Lanes Mobile Home Park, Springfield, Greene County, Missouri.
Location Description:	The study area is located at the northwest quadrat of James River Freeway and West Sunshine Street. The study area is located in the city of Springfield and a portion of the land area is zoned GR – General Retail and the remaining is zoned MH-1 – Mobile Home District. The study area is in the southwest portion of the City of Springfield limits, within the urban service district for Springfield and is generally surrounded by areas incorporated into the city of Republic to the north and south.
Property Type:	Former Mobile Home Park – closed in 2012.
Report Type:	Narrative
Study Question:	Blighted Area under Section 99.805 (1) RSMo, as revised by SB 153
Report Date:	August 10, 2021
Effective Study Date:	February 2, 2021
Inspection Date:	February 2, 2021
Blight Factor – Insanitary or Unsafe Conditions:	The Whispering Lanes Mobile Home Park exhibits two overwhelming insanitary or unsafe conditions: 1. An onsite wastewater treatment system that has not been removed or remediated as required by a Court Order; and 2. There is an accumulation of debris and trash, as it appears the mobile home park has become a dumping site.
Blight Factor – Deterioration of Site Improvements:	Besides the dilapidated building structure and various mobile home remnants scattered through the area, there are various site improvements that remain in the area that are left over from the former mobile home park use. These site improvements include asphalt streets, a wastewater treatment facility including two lagoon cells situated within a sinkhole, underground water lines, and underground sewer lines, underground electrical lines, an older private water well, water storage tank, and a number of concrete pads. These site improvements have not been in use since 2012, are not in a useable condition and would require removal in order for the area to support any land use. Under the current zoning regulations that apply to the study area, and zoning regulations that would apply to any foreseeable use in the study area, connection to a public water supply is required. The existing on site system is not recognized as a public supply district. The nearest public water supply line is located at the southeast corner of Farm Road 115 and Sunshine Street. This is approximately 3,200 linear feet, and the preliminary cost to extend is in the area of \$400,000 to \$500,000.

Blight Factor – Conditions which Endanger Life or Property:	Since Whispering Lanes Mobile Home Park has been closed since 2012, there are no residents in the area that might be endangered and there are no improvements that are of value. In its present condition, the area could be utilized by homeless persons, and thereby put themselves at danger, the inspection of the area found no direct evidence of the area being used by homeless persons.
Blight Factor – Retards the Provision of Housing Accommodations:	The area in its present condition, including the existing court order to close the wastewater treatment facility, does not and cannot support housing accommodations, without significant redevelopment of the area.
Blight Factor – Constitutes an Economic or Social Liability or Menace to Public Health, etc.	In its present condition the area has a wastewater treatment system that has been ordered closed including two lagoon cells located within a sinkhole. The area has become a dumping ground for various trash and debris, including tires and asphalt shingles. Various site improvements including utility lines, concrete pads and streets are deteriorated and require removal. This present condition represents an economic liability as the area is not currently in any form of a productive state, and regulatory bodies have been unsuccessful in achieving compliance with orders from a court made in 2014 to close the lagoons. The existence of the non-compliant lagoons, dumping, and debris on the site, and overall site conditions clearly have created a menace to public health.
Blight Conclusions:	Based on a complete examination of the blight factors set out in Section 99.805 (1), as revised by SB 153, the area under study known as the Whispering Lanes Mobile Home Park is blighted. Under the statutory scheme, only one factor can justify a blight conclusion, however in this case every factor indicates blight.



Identification of Assignment

Purpose of the Blight Study

To determine whether the area under study meets the definition of a Blighted area as defined in Section 99.805 (1) RSMo and known as the Real Property Tax Increment Allocation Redevelopment Act.

Intended Use

The intended use of this report is the incorporation into an Application for Approval of a Redevelopment Plan to create a Tax Incremental Financing District ("TIF") within the City of Springfield, Greene County, Missouri.

Intended User(s)

This report is for the intended use of the client, Cory Collins, Esquire, his client, its agents and advisors and the City of Springfield, in reaching legislative determinations of a Blighted Area as defined in Section 99.805 (1) RSMo, as revised by SB 153.

Blighted Area Definition

A Blighted Area is defined as: "an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire or other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use;" Section 99.805 (1), as revised by SB 153.

Identification of Study Area

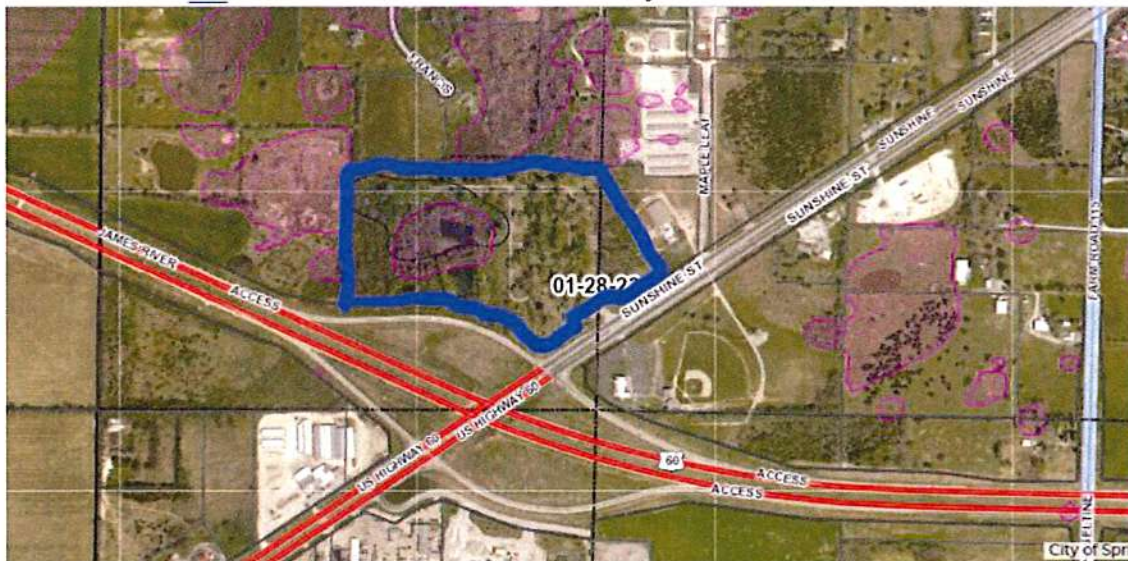
The area consists of two assessor-described tracts of land which are generally situated at the northwest quadrant of James River Freeway and Sunshine Street. Much of this area formerly functioned as the Whispering Lanes Mobile Home Park. The following table summarizes the two assessor parcel tracts that make up the study area, followed by a map of the redevelopment area. The legal description for the study area is attached as Exhibit A to this report.

Summary of Parcels Located in Study Area

Address	Assessor Parcel Number	Land Size (Per Assessor Records)	Building Improvement Size	Building Improvement Status
15505 West Sunshine Street, Springfield	881701200099	24.05 acres	1,100 SF	Dilapidated structure with water storage tank. Various other concrete pads and building remnants scattered across site. Abandoned wastewater treatment facility.
Highway 60, Springfield	881701100097	3.01 acres	None	Billboard sign assumed to be leased.
Total		27.06 acres	1,100 SF	

As shown in the above table, the study area contains approximately 27.06 acres of land, improved with a dilapidated 1,100 SF former office structure and a water tank that supported a private water system on the site. There are also various other scattered building remnants on the site, and a wastewater treatment facility consisting of two lagoon cells and an extended aeration plant.

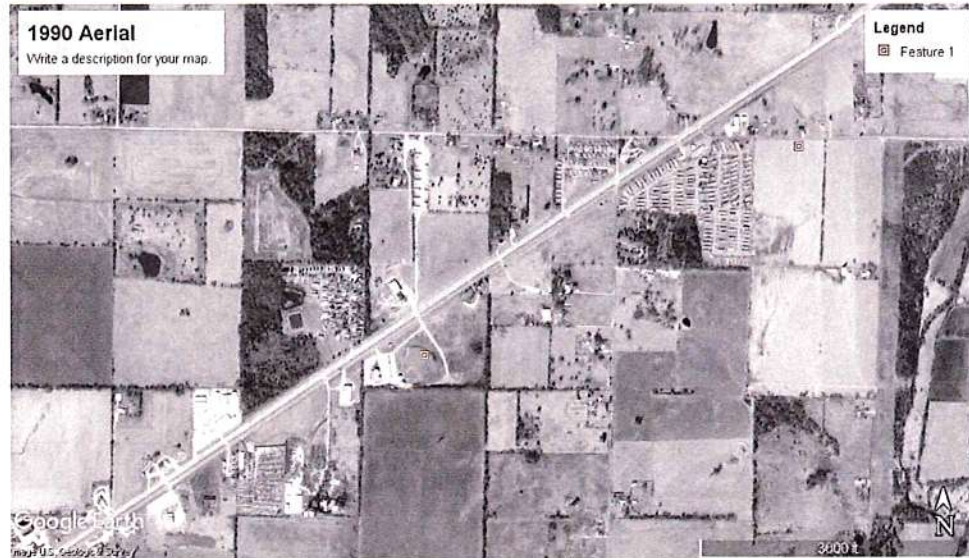
Aerial of Study Area



As noted, the subject study area is the former Whispering Lanes Mobile Home Park. Based on review of historical aerials the Whispering Lanes Mobile Home Park was in existence prior to 1990. In 1990, James River Freeway was not constructed, and Whispering Lanes had access directly from Sunshine Street.

Historical Aerials of Study Area (Source: Google Earth)

1990 Aerial



The exact date that the Whispering Lanes Mobile Home Park was constructed is not known, but it was fully operational in 1990 so its construction would predate 1990. By 1997, James River Freeway was being constructed, and access to the subject was changed with a jogged, nearly 90 degree access road that was constructed within the Sunshine Street right of way. It appears to have been acquired as part of the James River Freeway right of way acquisition which is reflected in a 2002 aerial.

1997 Aerial



2002 Aerial



Based on the aerials of 2002, 2005, 2008 and 2011, the Whispering Lanes Mobile Home Park appears to have continued to operate as a mobile home park with little changes. Besides the opening of James River Freeway, the immediate adjacent area to Whispering Lanes had a large lot residential subdivision put in place around 2005 to the north; a mini storage facility to the northeast initiated construction around 1997. Otherwise, review of the aerials do not indicate any changes to land use.

2005 Aerial



2008 Aerial



2011 Aerial



2013 Aerial



Sometime around 2013, the Whispering Lanes Mobile Home Park discontinued to function. As will be presented later in this study, an action was initiated by the Missouri Department of Natural Resources (DNR) in 2014 to close the lagoon at Whispering Lanes. The finding of facts contained in the judgment of the court indicate that the Whispering Lanes Mobile Home Park closed in 2012.

2015 Aerial



By 2015 most of the mobile homes located at Whispering Lanes had been removed and the area has remained vacated since that time. It should be noted that Cox Roofing, acquired the former radio station property that was located to the east of Whispering Lanes and made some renovations to this property to support their roofing business operations.

2019 Aerial



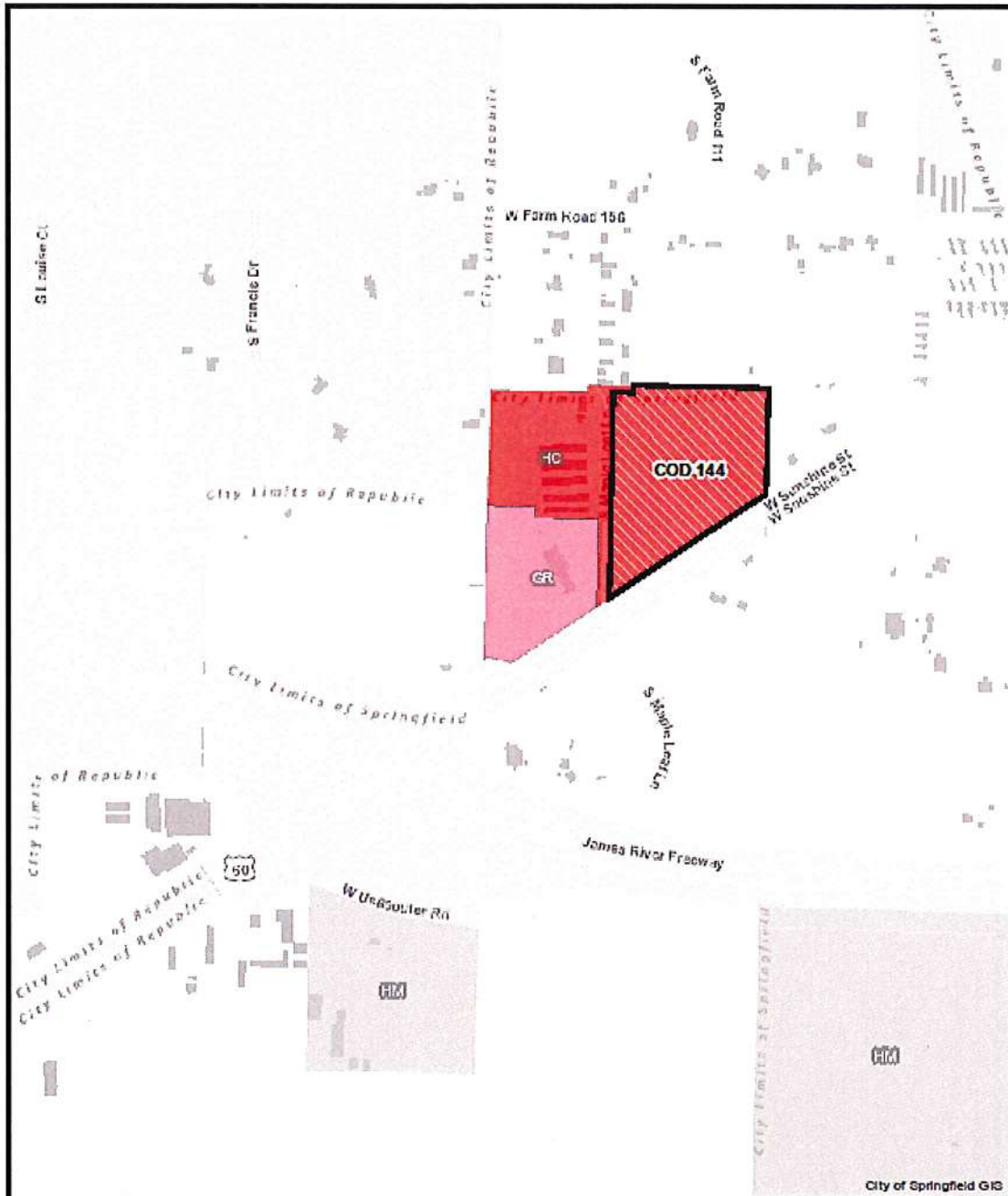
The regional location of the former Whispering Lanes mobile home park is in the Southwest Springfield/Greene County sub market which has been the primary growth direction in the region in terms of population and housing units for the past several decades. Prior studies by Southwest Valuation suggest that this sub market has been capturing around 50% to 60% of the Greene County population growth since at least 1990. The subject study area is at the intersection of two regional thoroughfares yet little change has occurred in the immediate area in terms of land development. Over the past decade there has been significant development at the intersection of Sunshine Street and West Bypass located approximately 3 miles northeast of the subject. This location is anchored by various large retailers including Wal Mart, Menards, Burlington Coat Factory, Ross, and various commercial users. There has also been significant industrial and distribution development near the intersection of James River Freeway and Highway MM, approximately two miles northwest of the subject study area. This development includes a number of users with the most recent activity being an Amazon fulfillment center and the new facility for Convoy of Hope.

The study area is located in the city of Springfield and a portion is zoned GR – General Retail. The remaining portion is zoned MH-1 Mobile Home by Greene County. City of Springfield sewer services are located in the study area and water services are believed to be at or near the study area.

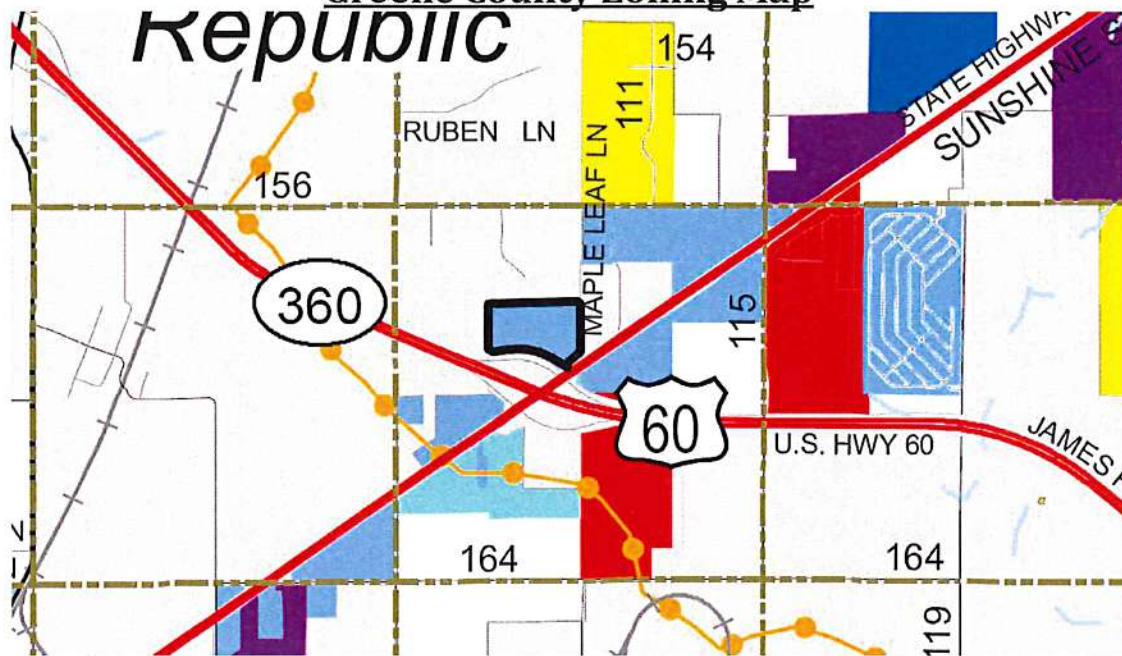
City of Springfield Zoning Map

(East portion of the subject is in the General Retail – GR District)

Zoning Districts



Greene County Zoning Map



Legend

-  Agriculture (A-1)
-  Agriculture Residence (A-R)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Rural Commercial (C-3)
-  Incorporated (INC)
-  Light Manufacturing (M-1)
-  Heavy Manufacturing (M-2)
-  Mobile Home (MH-1)
-  Professional Office (O-1)
-  General Office (O-2)
-  Plot Assignment District (PAD)
-  Suburban Residence (R-1)
-  One & Two Family (R-2)
-  Multi-Family (R-3)
-  Multi-Family (R-4)
-  Rural Residence (RR-1)
-  Urban Residence (UR-1)
-  Major Roads
-  Railroads
-  Minor Roads
-  Streams
-  Lakes
-  Section Lines
-  Urban Service
-  Government Parks
-  Airport Zones



Sewer Main Map

GIS Data



0 0.0325 0.065 0.13
mi

1 inch = 376 feet

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

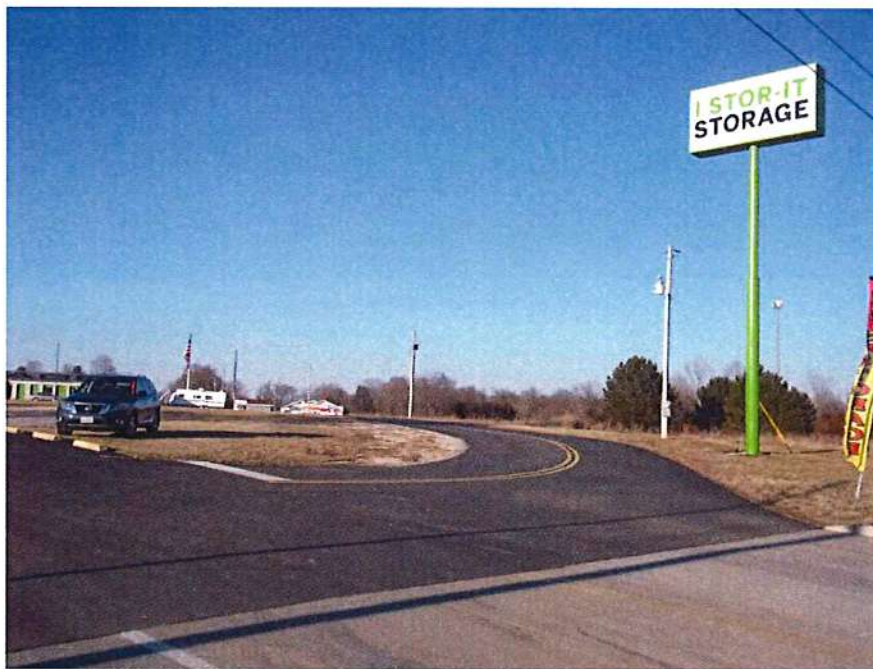


2/9/2021

Photographs of Area surrounding Study Area



Looking northeast along Sunshine Street from Maple Street



Looking north at Maple Street from Cox Roofing access point of Sunshine Street. There are various storage and warehouse uses on Maple Street, which turns to a gravel road.



Looking south from the adjacent residential subdivision north of the Study Area. The pine trees are the boundary of the Study Area and the former Whispering Lanes Mobile Home Park.



Looking north at the adjacent residential subdivision to the north.



Looking east from the Sunshine Street access at the American Legion hall and baseball complex.



Looking south along Sunshine Street and James River Freeway.

Analysis of Factors Determining Blight

As noted, the statute defines blight based on reasons of the predominance of:

- Insanitary or unsafe conditions;
- Deterioration of site improvements;
- The existence of conditions which endanger life or property by fire and other causes, or any combination of such factors;
- Retards the provision of housing accommodations;
- Constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

The following addresses these factors.

Insanitary or Unsafe Conditions

The Whispering Lanes Mobile Home Park exhibits two overwhelming insanitary or unsafe conditions: 1. an onsite wastewater treatment system that has not been removed or remediated; and 2. an accumulation of debris and trash, as it appears the mobile home park has become a dumping site.

Wastewater Treatment Facility

On November 10, 2014, judgment was entered in favor of the State of Missouri/Missouri Department of Natural Resources (DNR) and against the prior owner RLB Properties LLC and Michael Pierce. The judgment ordered injunctive relief that included compliance with the Missouri Clean Water Law, to stop all discharges from the lagoon, to stop operating the lagoon without a permit and to submit a closure plan of the lagoon to DNR for their approval. In addition, the court assessed civil penalties in the amount of \$41,820. A complete copy of the order and the findings of facts is attached as Exhibit B. To date, no compliance with the judgment and order appears to have occurred, as there are subsequent filings to obtain compliance that are also attached as Exhibit B.

The Greene County Circuit Court in its ruling found:

- that Whispering Lanes Mobile Home Park closed on May 31, 2012;
- that the wastewater treatment plant consisted of two lagoon cells and an extended aeration plan;
- that the lagoon cells were built in a sinkhole and leaking;
- inspections dating back to 2005 revealed that large quantities of poorly treated wastewater was coming from the treatment plant and entering the eye of a sinkhole and that samples of wastewater entering the sinkhole exceeded effluent bacteria levels;
- that dye trace from the lagoon showed up in a nearby drinking well and the drinking water tested positive for coliform bacteria;
- that the original lagoon cell experienced a partial collapse at one point and the most recent geological survey gave the lagoon a "severe" rating for collapse potential.



Looking at south lagoon cell

Accumulation of Trash and Debris

The Whispering Lanes Mobile Home Park has been closed since 2012, and since that time the area has been a depository for trash, and debris resulting in insanitary conditions. The following on site photographs show this accumulation.















Deterioration of Site Improvements

Besides the dilapidated building structure and various mobile home remnants scattered through the area, there are various site improvements that remain in the area that are left over from the former mobile home park use. These site improvements include asphalt streets, a wastewater treatment facility including two lagoon cells situated within a sinkhole, underground water lines, and underground sewer lines, underground electrical lines, a private water well and water storage tank, and a number of concrete pads. These site improvements have not been in use since 2012, are not in a useable condition and would require removal in order for the area to support any land use.

Under the current zoning regulations that apply to the study area, and zoning regulations that would apply to any foreseeable use in the study area, connection to a public water supply is required. The existing on site system is not recognized as a public supply district. The nearest public water supply line is located at the southeast corner of Farm Road 115 and Sunshine Street. This is approximately 3,200 linear feet, and the preliminary cost to extend is in the area of \$400,000 to \$500,000.

The following are various photographs of these conditions.





Existence of Conditions which Endanger Life or Property by fire and other causes , or any combination of such factors

Since Whispering Lanes Mobile Home Park has been closed since 2012, there are no residents in the area that might be endangered and there are no improvements that are of value. In its present condition, the area could be utilized by homeless persons, and thereby put themselves at danger, the inspection of the area found no direct evidence of the area being used by homeless persons.

Retards the Provision of Housing Accommodations

The area in its present condition, including the existing court order to close the wastewater treatment facility, and the extension of public water system does not and cannot support housing accommodations, without significant redevelopment of the area.

Constitutes an Economic or Social Liability or Menace to the Public Health, Safety, Morals, or Welfare in its Present Condition and Use

In its present condition the area has a wastewater treatment system that has been ordered closed including two lagoon cells located within a sinkhole. The area has become a dumping ground for various trash and debris, including tires and asphalt shingles. Various site improvements including utility lines, concrete pads and streets are deteriorated and require removal. This present condition represents an economic liability as the area is not currently in any form of a productive state, and regulatory bodies have been unsuccessful in achieving compliance with court orders were made in 2014 to close the lagoons. The existence of the non-compliant lagoons, dumping, and debris on the site, and condition of site improvements clearly have created a menace to public health and welfare..

Conclusion to Blight Factors:

Based on a complete examination of the blight factors set out in Section 99.805 (1), as revised by SB 153, the area under study known as the Whispering Lanes Mobile Home Park is blighted, as the predominance of the factors support this conclusion. Under the statutory scheme, only one factor is necessary to justify a blight conclusion, however in this case every factor indicates blight.



Exhibit A – Legal Description of Blighted Area

Electronically Recorded

041704-16 14 Oct 2016 10:28:27 AM

Book: 2016
Page: 041704-16
3 pages



REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson-Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

Lounnham

QUIT-CLAIM DEED (Missouri)

THIS INDENTURE is made on this 29th day of September, 2016, by and between 5505 WEST SUNSHINE, LLC, a Missouri limited liability company (the "Grantor") and RLB PROPERTIES, LLC, an Arkansas limited liability company (the "Grantee"), whose mailing address is: c/o Mike Pierce, 7700 North Shore Place, North Little Rock, AR 72118.

WITNESSETH, THAT GRANTOR, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto Grantee the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to-wit:

TRACT I:

BEGINNING AT A POINT 427.87 FEET EAST OF THE NORTHWEST CORNER OF THE EAST ONE-HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 907.7 FEET TO THE NORTHEAST CORNER OF THE EAST ONE-HALF (E1/2) OF SAID LOT ONE (1); THENCE SOUTH ALONG THE EAST LINE OF THE EAST ONE-HALF (E1/2) OF SAID LOT ONE (1), 826 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 166; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 490 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE OF 90° WITH THE LAST DESCRIBED COURSE 362.65 FEET; THENCE WEST MAKING AN ANGLE OF 56° 30' TO THE LEFT WITH THE LAST DESCRIBED COURSE 298.4 FEET; THENCE NORTH MAKING AN ANGLE OF 90° 59' TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 794.05 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST ONE-HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL



QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI.

TRACT II:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 427.87 FEET; THENCE SOUTH 800 FEET; THENCE WEST 427.87 FEET; THENCE NORTH TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT III:

A TRACT OF LAND LOCATED IN SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE WEST ONE-HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1); THENCE ALONG THE WEST LINE OF THE WEST ONE-HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), SOUTH 00°06'27" EAST A DISTANCE OF 6.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°04'21" EAST A DISTANCE OF 675.90 FEET TO THE POINT FOR CORNER; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 413 THE FOLLOWING DESCRIBED COURSE, SOUTH 55°23'51" WEST A DISTANCE OF 299.98 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 58°40'55" WEST A DISTANCE OF 61.27 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 79°21'47" WEST A DISTANCE OF 54.75 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 57°44'32" WEST A DISTANCE OF 5.28 FEET TO A POINT FOR CORNER; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF THE WEST ONE-HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), NORTH 00°06'27" WEST A DISTANCE OF 724.17 FEET TO THE POINT OF BEGINNING, ALL IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and unto its successors and assigns forever; so that neither Grantor, its successors and assigns, nor any other entity, person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.



IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Chief Executive Manager the day and year above written.

5505 WEST SUNSHINE, LLC,
a Missouri Limited Liability Company

NO SEAL

By:


Print Name: W. Craig Hosmer
Title: MEMBER 5505 W. Sunshine LLC

STATE OF Missouri)
COUNTY OF Greene) ss.

On this 29th day of September, 2016, before me, the undersigned, a Notary Public within and for said County and State, personally appeared W. Craig Hosmer, to me personally known who being by me duly sworn, did say that he is the member of 5505 West Sunshine, LLC, a Missouri limited liability company, that said instrument was signed on behalf of said company by authority of its members, and W. Craig Hosmer acknowledged said instrument to be the free act and deed of said company.

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

Lori Muetzel
Notary Public in and for Said County and State

Lori Muetzel
(Type, print or stamp the Notary's name.)

My Commission Expires: March 30, 2018





Exhibit B – Final Judgment and Related Court Filings – Circuit Court of Greene County, Case No. 1331-CC01162

IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI

STATE OF MISSOURI ex rel.	)	
Joshua D. Hawley, the Attorney	)	
General of Missouri, and the	)	
Missouri Department of	)	
Natural Resources,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1331-CC01162
	)	
RLB PROPERTIES, LLC and	)	
	)	
MICHAEL PIERCE,	)	
	)	
d/b/a Whispering Lanes Mobile	)	
Home Park,	)	
	)	
Defendants.	)	

Application for Order to Show Cause

Plaintiff, the State of Missouri, by and through Attorney General Joshua D. Hawley and Assistant Attorney General Shawna M. Bligh, requests that this Court require Defendants, RLB Properties, LLC and Michael Pierce d/b/a Whispering Lanes Mobile Home Park to appear before this court to show cause why Defendants should not be adjudged in contempt for failing to comply with this Court's Final Judgment entered on November 10, 2014. In support of its Application, Plaintiff states as follows:

1. On September 6, 2013, Plaintiff filed its *Petition for Injunction and Civil Penalties* against Defendants.

File Filed - Greene - September 05, 2016 - 03:57 PM

2. On November 10, 2014, the Court entered a Final Judgment against Defendants ordering them to comply with the Missouri Clean Water Law and its implementing regulations with respect to Defendants' wastewater violations at Whispering Lanes Mobile Home Park in Greene County, Missouri. A copy of the Final Judgment is attached hereto as Exhibit A.

3. Specifically, this Court ordered Defendant to pay a civil penalty of Forty-One Thousand Eight Hundred and Twenty Dollars and No Cents (\$41,820.00), as well as undertake certain required injunctive relief set forth on page 6 of the Final Judgment.

4. On July 10, 2018, this Court granted Plaintiff's Motion to Enforce requiring that Defendants comply with the terms of the Final Judgment within thirty days or by August 9, 2018.

5. To-date, Defendants have not complied with the terms of the Final Judgment.

6. Consequently, Plaintiff is left no other recourse than to file the instant Application for a Show Cause Hearing with this Court.

7. Defendants failure to comply with this Court's Final Judgment constitutes a violation of the rights of Plaintiff and is calculated to defeat the rights and remedies of the State of Missouri.



WHEREFORE, Plaintiff requests that this Court issue its Order to Show Cause directed to RLB Properties, LLC and Michael Pierce d/b/a Whispering Lanes Mobile Home Park requiring them to appear and Show Cause why they should not be adjudged in contempt of Court for their failure to comply with the terms of the Final Judgment entered November 10, 2014.

Respectfully submitted,

JOSHUA D. HAWLEY
Attorney General

/s/ Shawna M. Bligh
Shawna M. Bligh
Assistant Attorney General
Missouri Bar No. 56079
P.O. Box 899
Jefferson City, MO 65102
Phone: (573) 751-8261
Fax: (573) 751-8796
Email: Shawna.Bligh@ago.mo.gov

ATTORNEYS FOR PLAINTIFF

Certificate of Service

I hereby certify that a true and accurate copy of the foregoing was mailed, postage prepaid, by Federal Express, delivery confirmation, this 5th day of September, 2018 to:

RLB Properties, LLC
R/A Dan R. Nelson
910 St Louis Street Suite 100
Springfield, MO 65806

Michael Pierce
7700 N. Shore Place
North Little Rock, Arkansas 72118

/s/Shawna M. Bligh
Shawna M. Bligh
Assistant Attorney General



IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI

State of Missouri, ex. rel.,
Attorney General, Joshua D. Hawley

Plaintiff,

versus

RLB Properties, LLC and
Michael Pierce d/b/a Whispering Lanes
Mobile Home Park,

Defendants.

)
)
)
)
) Case No.: 1331-CC01162
)
)
)
)
)

FILED
DIVISION 3
JUL 10 2018
GREENE COUNTY
CIRCUIT COURT

ORDER GRANTING PLAINTIFF'S MOTION TO ENFORCE

On the 19th day of June 2018, this matter came before the Court Plaintiff's Motion to Enforce Judgment. After a hearing on Plaintiff's Motion to Enforce Judgment, and upon review of said motion and the affidavit filed in support of said motion, the Court hereby grants Plaintiff's Motion to Enforce Judgment and enters the following Findings and Orders.

FINDINGS

1. The State filed its *Verified Petition for Injunctive Relief and Civil Penalties* on September 6, 2013.
2. Defendant RLB Properties, LLC owns the property formerly operated as Whispering Lanes Mobile Home Park, located at 5505 West Sunshine, Springfield, Missouri 65619.
3. On November 10, 2014, this Court entered its Final Judgment in this case.

4. Under the Final Judgment, Defendants were required to comply with the Missouri Clean Water Law and all implementing regulations for any and all future activities in the State of Missouri.

5. Defendants were also required to stop all discharges, including discharges or potential discharges to groundwater.

6. The Final Judgment ordered and enjoined Defendants from operating or maintaining a wastewater treatment facility ("WWTF") without a permit.

7. Defendants were also ordered to submit a closure plan of the WWTF to the Department of Natural Resources ("Department") within 30 days of entry of the Final Judgment and to complete closure of the WWTF within 180 days of the Department's approval of the closure plan.

8. To-date, Defendant has failed to comply with the requirements set forth in the Final Judgment, as provided herein in Paragraphs 4-7 above.

9. Due to Defendant's failure to comply with the terms of the Default Judgment, the Attorney General was left no other recourse than to file the instant Motion to Enforce Judgment.

9. Defendant's failure to comply with this Court's Final Judgment constitutes a violation of the rights of Plaintiff and is calculated to defeat the rights and remedies of the State of Missouri.

ORDERS

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

10. This Court, applying the findings hereby ORDERS Defendants, RLB



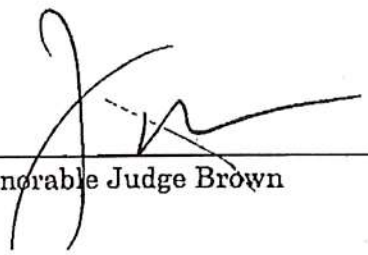
Properties, LLC and Michael Pierce to perform all acts and provide all documentation required under the terms of the Final Judgment within thirty days (30) of entry of this Order, including, but not limited to cessation of all discharges, including discharges or potential discharges to groundwater, cease operating or maintaining the WWTF without a permit; and submit a closure plan of the WWTF to the Department within fifteen (15) days of entry of this Order and complete closure of the WWTF within forty-five (45) days of entry of this Order.

11. Defendant is ORDERED to allow a representative of the Department of Natural Resources to undertake a site visit or inspection to monitor Defendant's progress complying with the orders set forth in Paragraph 10 above.

12. Nothing in this Order shall prevent Plaintiff from applying to this Court for further orders or relief to enforce this Order or the terms of Plaintiff's Default Judgment, including, but not limited to the collection of any civil penalties provided for in the Default Judgment, including that portion suspended pending Defendant's compliance.

SO ORDERED.

Date: 7-10-18



The Honorable Judge Brown



IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

STATE OF MISSOURI <i>ex rel.</i>	)	
Attorney General Joshua D. Hawley,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1331-CC01162
	)	
	)	
RLB PROPERTIES, LLC and	)	
	)	
MICHAEL PIERCE,	)	
	)	
d/b/a Whispering Lanes Mobile	)	
Home Park,	)	
	)	
Defendants.	)	

Motion to Enforce Judgment

COMES NOW, Plaintiff, State of Missouri ex. rel. Attorney General Joshua D. Hawley ("State"), by and through Assistant Attorney General, Shawna M. Bligh for its Motion to Enforce Judgment against Defendants, RLB Properties, LLC and Michael Pierce d/b/a Whispering Lanes Mobile Home Park, and states the following in support thereof:

1. On September 6, 2013, the State filed its *Petition for Injunctive Relief and Civil Penalties* ("*Petition*") against Defendants for violations of the Missouri Clean Water Law.

2. Defendant RLB Properties, LLC owns the property formerly operated as Whispering Lanes Mobile Home Park, located at 5505 West Sunshine, Springfield, MO 65619.

3. Defendant RLB Properties, LLC owns and operates property on which there is an extended aeration wastewater treatment plant and two-cell wastewater treatment lagoon ("WWTF") to serve the property formerly operated as Whispering Lanes Mobile Home Park ("mobile home park"). Defendant RLB Properties, LLC has owned the site since 2002.

4. Defendant Michael Pierce is a member of RLB Properties, LLC and was responsible for operation of the mobile home park.

5. On November 10, 2014, this Court entered its Final Judgment in this case. See Final Judgment attached hereto as Exhibit A.

6. Defendants were required to pay a civil penalty in the amount of \$41,820.00 within thirty days of entry of the Final Judgment. See Exhibit A at P. 7.

7. The Final Judgment also required Defendants to undertake certain injunctive relief. See *Id.*

8. Under the Final Judgment, Defendants were required to comply with the Missouri Clean Water Law and all implementing regulations for any and all future activities in the State of Missouri.



9. Defendants were also required to stop all discharges, including discharges or potential discharges to groundwater.

10. The Final Judgment ordered and enjoined Defendants from operating or maintaining the WWTF without a permit.

11. Defendants were also ordered to submit a closure plan of the WWTF to the Department of Natural Resources ("Department") within 30 days of entry of the Final Judgment and to complete closure of the WWTF within 180 days of the Department's approval of the closure plan.

12. To-date, Defendants have failed to comply with any of the orders set forth in the Final Judgment.

WHEREFORE, the State respectfully moves the Court to order Defendants to comply with the Final Judgment and to (i) commence performance of all acts and provide all documentation required under the terms of the Final Judgment within thirty days of entry of an order on the State's Motion to Enforce Judgment; and (ii) pay all costs of this proceeding and for such other and further relief as this Court deems just and proper.



Respectfully submitted,

JOSHUA D. HAWLEY
Attorney General

/s/ Shawna M. Bligh
Shawna M. Bligh
Assistant Attorney General
Missouri Bar No. 56079
P.O. Box 899
Jefferson City, MO 65102
Phone: (573) 751-8261
Fax: (573) 751-8796
Email: Shawna.Bligh@ago.mo.gov

ATTORNEYS FOR PLAINTIFF

Certificate of Service

I hereby certify that a true and accurate copy of the foregoing was sent
via Federal Express, delivery confirmation this 13th day of June, 2018 to:

RLB PROPERTIES, LLC
R/A Dan R. Nelson
910 St Louis Street Suite 100
Springfield, MO 65806

Michael Pierce
7700 N Shore Place
North Little Rock, AR 72118

/s/ Shawna M. Bligh
Shawna M. Bligh
Assistant Attorney General



IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

STATE OF MISSOURI ex rel.
Attorney General Chris Koster and
Missouri Department of
Natural Resources,

Plaintiff,

v.

RLB PROPERTIES, LLC and

MICHAEL PIERCE,

d/b/a Whispering Lanes Mobile
Home Park,

Defendants.

FILED 11/10/2014
GREENE COUNTY CIRCUIT COURT
DIVISION 1

Case No. 1331-CC01162

ly Filed - Greene - November 10, 2014 - 10:25 AM

FINAL JUDGMENT

On November 10, 2014, the above matter came before this Court for trial. Plaintiff appeared by counsel Timothy A. Blackwell. Defendants appeared not.

The Court, having considered the evidence adduced at trial, together with the pleadings herein, enters these findings of fact, conclusions of law, judgment and order.

Findings of Fact

1. Defendant RLB Properties, LLC owns the property formerly operated as Whispering Lanes Mobile Home Park, located at 5505 West

Sunshine, Springfield, MO 65619. Defendant RLB Properties, LLC has owned the site since 2002.

2. Defendant Michael Pierce is a member of the LLC and has been responsible for operation of the mobile home park.

3. The wastewater treatment facility (WWTF) at the site consists of two lagoon cells and an extended aeration plant.

4. Defendants closed the mobile home park on May 31, 2012. Defendants have never submitted a closure plan for approval by the Department, and have failed to close the WWTF in accordance with a closure plan approved by the Department.

5. Defendants have never obtained an operating permit from the Missouri Department of Natural Resources for the WWTF at the site.

6. The lagoon cells have been shown to be leaking, and dye studies performed by the Department have revealed that wastewater from the system was entering groundwater supplies through sinkholes located on the property. The lagoon is built on a sinkhole.

7. An inspection in 2005 revealed that a large quantity of poorly treated wastewater was coming from the wastewater treatment plant and entering the eye of a sinkhole on the property. A water quality analysis of samples of the wastewater being discharged into the sinkhole showed that effluent limits for bacteria were exceeded.

8. A dye trace from the lagoon showed up in a nearby drinking water well and the drinking water tested positive for coliform bacteria.

9. The original lagoon cell experienced a partial collapse at one point, and the most recent geological survey gave the lagoon a “severe” rating for collapse potential.

Conclusions of Law

1. This Court has jurisdiction over the subject matter herein and of the parties pursuant to section 644.076.1, RSMo.

10. The WWTF is a “water contaminant source” as that term is defined by § 644.016(25), RSMo.

11. Untreated, undertreated, and treated discharges of wastewater from the lagoon are “water contaminants,” as that term is defined in § 644.016(24), RSMo.

12. Subsurface groundwater is part of the “water[s] of the state” as defined in § 644.016(23), RSMo.

Count I – Failure to Close WWTF

13. Missouri Clean Water Regulation 10 CSR 20-6.010(12)(A) requires persons who cease operation of waste, wastewater, and sludge handling and treatment facilities to close the facilities in accordance with a closure plan approved by the Department.

14. Section 644.076.1, RSMo Supp. 2013, provides:

It is unlawful for any person to cause or permit any discharge of water contaminants from any water contaminant or point source located in Missouri in violation of sections 644.006 to 644.141, or any standard, rule or regulation promulgated by the commission. In the event the commission or the director determines that any provision of sections 644.006 to 644.141 or standard, rules, limitations or regulations promulgated pursuant thereto, or permits issued by, or any final abatement order, other order, or determination made by the commission or the director, or any filing requirement pursuant to sections 644.006 to 644.141 or any other provision which this state is required to enforce pursuant to any federal water pollution control act, is being, was, or is in imminent danger of being violated, the commission or director may cause to have instituted a civil action in any court of competent jurisdiction for the injunctive relief to prevent any such violation or further violation or for the assessment of a penalty not to exceed ten thousand dollars per day for each day, or part thereof, the violation occurred and continues to occur, or both, as the court deems proper.

15. Since 2012, when Defendants abandoned the WWTF, Defendants have failed to submit a closure plan for the WWTF to the Department and failed to close the WWTF, including the lagoon.

16. Defendants violated 10 CSR 20-6.010(12)(A) by failing to submit a closure plan for the WWTF to the Department for review and approval.

17. Defendants violated 10 CSR 20-6.010(12)(A) by failing to properly close the WWTF in accordance with an approvable closure plan.

Count II—Operating or Maintaining the WWTF Without a Permit

18. Section 644.051.2, RSMo, provides that it shall be unlawful for any person to operate, use or maintain any water contaminant or point

source in this state that is subject to standards, rules or regulations promulgated pursuant to the provisions of sections 644.066 to 644.141, RSMo, unless such person holds an operating permit from the Clean Water Commission.

19. The Court hereby finds and concludes that Defendants have been in continuing violation of § 644.051.2, RSMo Supp. 2013, since at least 2002, and continuing to the present, by operating and/or maintaining the WWTF without a permit.

**COUNTS III and IV – Causing Pollution to Waters of the State and
Introducing Water Contaminants into the Subsurface Waters of the
State through a Sinkhole**

20. Section 644.051.1(1), RSMo, makes it “unlawful for any person to cause pollution of any waters of the state or to place or cause or permit to be placed any water contaminant in a location where it is reasonably certain to cause pollution of any waters of the state.”

21. The Missouri Cave Resources Act, § 578.215.1, RSMo, prohibits any person from purposely introducing into any cave, cave system, sinkhole, or subsurface waters of the state any substance that will or could violate any provision of the Missouri Clean Water Law.

22. In 2005, a water quality analysis of samples of the wastewater being discharged into the sinkhole showed that effluent limits for bacteria were exceeded.

23. Defendants violated § 644.051.1(1), RSMo, by causing and permitting the discharge of water contaminants from the WWTF in a location where those water contaminants were reasonably certain to cause pollution to the waters of the state, and Defendants violated § 578.215.1, RSMo, by introducing water contaminants into the subsurface waters of the state through a sinkhole.

24. Pursuant to § 644.076.1, RSMo, Defendants are subject to the imposition of injunctive relief and a civil penalty not to exceed \$10,000 per day for each day, or part thereof, that each violation of the Missouri Clean Water Law occurred.

Judgment

The Court hereby enters judgment in favor of Plaintiff and against Defendants, jointly and severally.

The provisions of this Judgment and order shall be binding upon Defendants, as well as their agents, servants, employees, heirs, successors, assigns, and upon all persons, firms, corporations and other entities who are, or who will be, acting in concert or privity with, or on behalf of Defendants or his agents, servants, employees, heirs, successors, and assigns.

Order

A. Injunctive Relief

1. Defendants are hereby ordered and enjoined to comply with the Missouri Clean Water Law and all implementing regulations for any and all future activities in the State of Missouri.
2. Defendants are hereby ordered and enjoined to stop all discharges, including discharges or potential discharges to groundwater.
3. Defendants are hereby ordered and enjoined from operating or maintaining the WWTF without a permit.
4. Defendants are hereby ordered and enjoined to submit a closure plan to DNR within 30 days of entry of this judgment and to complete closure of the WWTF within 180 days of DNR's approval of the closure plan.

B. Civil Penalty

The Court may assess a penalty of up to \$10,000 per violation for each day, or part thereof, that the violation continued or continues without abatement. Section 644.076.1, RSMo Supp. 2013. In considering the penalty amount, the Court has considered Defendants' bad faith and the economic benefit of non-compliance. The Court hereby assesses against Defendants a civil penalty of \$41,820.00. Within thirty days after entry of the Judgment, Defendants shall pay the civil penalty by check made payable to the "*State of Missouri (Green County)*." Defendants shall mail the check to Collections



Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City,
MO 65102-0899 for deposit or credit to the proper account.

Modification

15. Except as otherwise specified herein, this Judgment may be
modified or amended only with the approval of the Court.

Costs

16. Defendants shall pay all court costs in this action.

SO ORDERED.

Judge, Greene County

Date: 11/10/2014



Curriculum Vitae Rick J. Muenks

EDUCATION

Texas Wesleyan University School of Law
Ft. Worth, Texas
Juris Doctor, August 1998

University of North Texas
Denton, Texas
Master of Science Applied Economics, August 1991

Central Missouri State University
Warrensburg, Missouri
Bachelor of Science Economics, Finance Minor, May 1988

PROFESSIONAL DESIGNATIONS AND LICENSES

MAI Designation, Appraisal Institute #9956
Missouri State Certified General Real Estate Appraiser -- RA003286
The Missouri Bar #50835
Springfield Metropolitan Bar Association - Member
Missouri Real Estate Appraisers Commission - Member - 2005-2007
Ozark Mountain Chapter Appraisal Institute - President 2004 and 2005
Approved Course and Seminar Instructor - Appraisal Institute

EXPERIENCE

Rick J. Muenks, Attorney at Law, LLC
Solo Practice

Springfield, Missouri
1999 to Present

Solo practitioner firm with a focus in real estate transactions, real estate zoning and land use controls, real estate litigation, commercial law, and probate.

Southwest Valuation, LLC
Managing Member

Springfield, Missouri
2000 to Present

Southwest Valuation serves a variety of clients with real estate valuation services including appraisal studies, market studies, feasibility studies, economic impact studies, data support, litigation support and dispute resolution support.

Fanning and Associates
Senior Analyst

Denton, Texas
1988-1999

Served as the primary analyst for numerous valuation assignments, feasibility and market studies including mixed use developments, raw land with near term urban development potential, special purpose properties including golf courses and parking garages, office buildings, shopping centers, and specialized commercial properties.

PUBLICATIONS

Highest and Best Use and Property Rights - Does it Make a Difference?, The Appraisal Journal, Summer 2018, co-authored with Stephen F. Fanning, and Larry T. Wright.



PRESENTATIONS

Highest and Best Use, 2014 Appraisal Seminar, MoDot Central District Office, April, 2014.

Exactions and Inverse Condemnation, Missouri Bar Real Estate Seminar Series, 2010.

Real Estate Appraisal and Evaluation Review, Various Real Estate Lenders, 2007

Meth Labs and Potential Impact on Real Estate Value, Ozark Mountain Chapter of the Appraisal Institute, September 2005.

Appraiser Legals and Liabilities, Knowledge Sharing Real Estate Appraisal Symposium, Ozarks Technical College, March 2004.

HIGHLIGHTS OF EXPERIENCE

Prepared valuation appraisals for property tax, estate tax and gift tax purposes.

Prepared and reviewed market studies, land plans and valuation appraisals for acquisition and eminent domain proceedings by cities, counties, public utility districts, state and federal agencies for such purposes as: utility easements, road and highway right of ways, and other public use projects.

Expert Witness as to opinion of fair market value and other relevant questions in various condemnation, administrative, marital dissolutions, bankruptcy, and civil litigation proceedings and trials.

Prepared numerous market, marketability, valuation, and feasibility studies of mixed use developments, recreational land, agricultural and ranch land, residential estates, residential subdivisions, multi family complexes, office center, shopping/retail centers, country clubs/golf courses, theaters, industrial facilities, convenience stores, storage facilities, bowling alleys, lodging, restaurants, medical offices, environmentally impacted property, ethanol plants, and various other residential and commercial properties and projects.

Notable projects include:

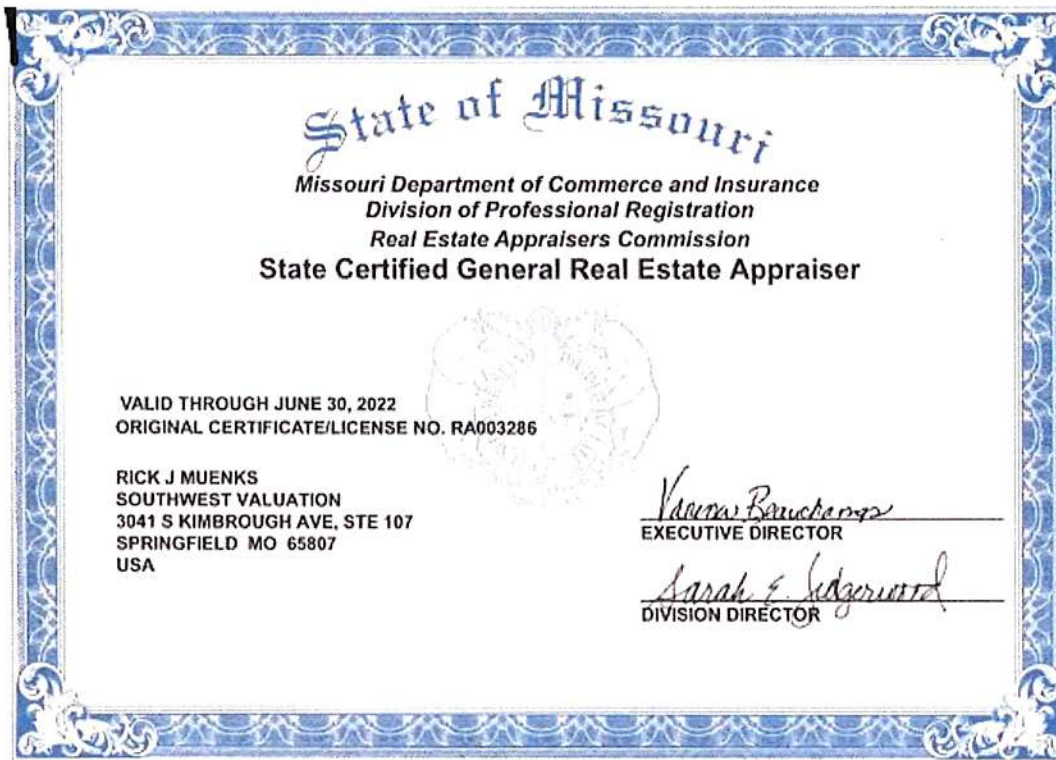
- Franciscan Promenade, Los Angeles, California. A 45-acre power center retail site that involved various market and environmental issues as the tract was partially contaminated.
- Valley Ranch, Irving, Texas. A mixed use development that served as home of the Dallas Cowboys. The study included the valuation of raw land suited for single family, residential and retail uses.
- Texas Motor Speedway, Ft. Worth, Texas. An economic and land use impact study of the 125,000 seat facility and the area surrounding the speedway.
- Northgate (North Natomas), Sacramento, California. A 1,000 acre mixed use development located near Sacramento's Arco Arena. The valuation and market study was used for bankruptcy proceedings and involved complex development impact fee allocations, and environmental issues.



- Shangri-La, Afton, Oklahoma. Valuation and market study on a lodging resort and two 18-hole golf facilities.
- CityPlace, Dallas, Texas. A valuation and market study involving a mixed use 128 acre holding in the central city which was being revitalized as part of a TIF district.
- Hermosa Center, Hermosa Beach, California. An existing multi-story retail and office center anchored by a movie theater.
- Downtown Springfield Market Study. A market study addressing the demand for owned condo units in the downtown market.
- Downtown Springfield Market Study, Springfield, Missouri. A market study of loft apartments, office and retail uses in downtown Springfield, Missouri.
- Southwest Greene County. Valuation and market study of a 700 + acre mixed use potential land tract.
- Whisper Cove, Branson, Missouri. Market study on proposed residential development fronting Table Rock Lake.
- Golden Triangle Energy Ethanol Facility, Holt County, Missouri. Extensive valuation assignment for an operating ethanol and industrial alcohol production facility.
- Aspen Heights, downtown Springfield, Missouri. A market study and valuation analysis on a proposed large student housing project.
- Hammons Field, downtown Springfield, Missouri. Valuation analysis of baseball stadium that was the home of the Springfield Cardinals minor league team.
- Real Estate Market and Sales Study of the Rio Grande Valley of Texas to support Border Wall construction project in Starr, Hidalgo and Cameron counties of Texas.



Appraiser's License



**BRODY CORNERS
TAX INCREMENT FINANCING PLAN
EXHIBIT 4**

RELOCATION ASSISTANCE PLAN

Clerk's Note: Per City Attorney's Office, this will be numbered in the City Code as Section 36-2. (See lines #12-13)

Pub. Imp. _____
Govt. Gmt. _____
Emer. _____
P. Hrings. _____
Pgs. 16
Filed: 1-2-07

Sponsored by: Carlson

First Reading: January 8, 2007

Second Reading: January 29, 2007

COUNCIL BILL NO. 2007 - 007

GENERAL ORDINANCE NO. 51648

AN ORDINANCE

ADOPTING a Relocation Plan for the City of Springfield, Missouri as required by and in accordance with subsection 523.205.2 RSMo.

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

Section 1 - That the City Council adopts the Relocation Plan attached hereto as "Exhibit A" for the City of Springfield, Missouri as required by and in accordance with subsection 523.205.2 RSMo.

Section 2 - This ordinance shall be included in the Springfield City Code and numbered as determined by the City Attorney.

Section 3 - This ordinance shall be in full force and effect from and after passage.

Passed at meeting: January 29, 2007

Thomas Carlson
Mayor

Attest: Bush M. Lutz, City Clerk

Filed as Ordinance: January 29, 2007

Approved as to form: Ol. R. Wil, City Attorney

Approved for Council action: Bob Lundy City Manager

Aff. Agcy. Noticed _____
Emergency Required _____
P. Hrings. Required _____
Fiscal Note Required _____
Board Rec. Required _____

EXPLANATION TO COUNCIL BILL NO. 2007 -

ORIGINATING DEPARTMENT: Law

PURPOSE: Adopt a Relocation Plan for the City of Springfield, Missouri as required by and in accordance with subsection 523.205.2 RSMo.

REMARKS: HB 1944 that amended the laws of the State of Missouri with respect to land acquisition requires the City to adopt a relocation plan that meets requirements of state law. This plan applies city-wide whereas in the past relocation payments were required when acquiring property and when the project included federal funds that triggered payment under the Federal Uniform Relocation Law.

This plan is very similar to the Federal Uniform Relocation Law with some exceptions specifically adopted by the General Assembly in HB 1944. For the most part, relocation payments are simply a matter of determining what is covered and getting estimates of the cost for relocation. Payments over \$150,000 are required to be approved by the City Council.

Submitted by:


Special Counsel

Approved by:


City Attorney



Revised 12/25/06

EXHIBIT "A"
RELOCATION PLAN
CITY OF SPRINGFIELD

Section I - Relocation Program

A. Administrative Organization – Scope of Plan

1. Name of Agency and Scope of Plan

The administration of relocation activities will be undertaken by the Relocation Staff of the City of Springfield, Missouri. This Plan shall apply to all acquisitions made in the City of Springfield, Missouri pursuant to subsection 523.205.2 RSMo.

2. Description of Organization

The City of Springfield may contract for the necessary Relocation Staff assistance to carry out all relocation activities for the Project Area required by Section 523.205 RSMo. 2000, as amended (the "Relocation Statute") and the implementing regulations adopted pursuant thereto, as amended.

The Relocation Staff will provide technical assistance and counseling services to business concerns being displaced which will need financial assistance in the purchasing of replacement properties as a relocation resource. More specifically, the Relocation Staff shall:

- a. Conduct a final survey of every site occupant to be displaced to determine the relocation requirements of each business concern.
- b. Disseminate informational newsletters and material to site occupants and develop better understanding of the purposes, scope and objectives of the Project and operations of relocation activities.
- c. Maintain close contact with the business concerns and advise them of the acquisition of their property, the necessity of moving and assistance that will be made available.
- d. Aid and counsel business concerns relative to their specific relocation problems.
- e. Cause to be maintained adequate records of contacts with site occupants to be displaced and records of relocation of each site occupant.
- f. Maintain a current inventory of commercial vacancies and offer referral services to project residents of these vacancies.

- g. Inspect commercial spaces and thoroughly analyze the location before referral is made to the site occupant as a relocation resource.
- h. Make available relocation payments to all eligible displacees in accordance with the Relocation Statute.
- i. Assist business concerns that want to purchase properties in obtaining the necessary financing.

No decision or recommendation of the Relocation Staff shall be final or binding until approved by the City Manager or his or her designee, except that the payment of relocation costs in excess of \$150,000 must be approved by the City Council.

3. Experience of the Local Public Agency (City)

The Relocation Staff has been actively involved in the acquisition of real property and the relocation of families, individuals and business concerns under federal, state and city relocation programs, including but not limited to Urban Renewal and Community Development Programs, since 1968.

The Relocation Staff has been involved in numerous projects involving relocation, including, but not limited to, three (3) Redevelopment Projects under the Community Development Program in the City of Springfield and three (3) Redevelopment Projects by Urban Redevelopment Corporations.

B. Relocation Standards

1. Physical Standards

All replacement structures shall be inspected by the Relocation Staff for code compliance.

An Informational Statement for Business Concerns and Other Non-Residential Establishments is attached hereto as Exhibit "1".

2. Standards for Displacees Ability to Pay

In locating relocation resources for business concerns displaced by the project, the City will consult with the site occupant to determine their ability to pay for replacement facilities.

3. Location Standards

Relocation resources will be properly zoned to meet the needs of displaced persons and shall have public utilities and facilities available as in the area in which they currently are located.

4. Temporary Relocation

Temporary relocation will be used only when it becomes necessary to expedite the Project.

C. Relocation of Site Occupants

1. An informational program was developed during the planning of the Project and will continue in order to notify site occupants of relocation assistance which the City will offer. Pamphlets, newsletters and Informational Statements were prepared during the planning of the Project. A letter will be mailed to each business concern to be relocated informing them of the relocation assistance the City will offer.
2. The City office is located at 840 Boonville Avenue, which is centrally located to the Project Area. The Relocation Office will be located at:

Office of Housing and Redevelopment
3rd Floor
Busch Municipal Building
840 Boonville Ave.
Springfield, Mo. 65802

Regular office hours will be from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, office hours will be arranged for the convenience of the site occupants. Site occupants will be informed of the Relocation Office and that office hours will be arranged for their convenience.

D. Eviction Procedure

Eviction of site occupants will not take place until all other reasonable efforts have failed. The City shall offer relocation services to site occupants prior to eviction. Should eviction become necessary as a result of code enforcement, rehabilitation, or acquisition by a public body other than the City, the City will attempt to work out a satisfactory agreement to all concerned prior to eviction.

E. Relocation Payments

1. Eligibility of Relocation Payment

Business concerns within the Project Area which are to be displaced may be eligible for relocation payments. Relocation payments shall be made in accordance with the Relocation Statute to all eligible site occupants.

Business concerns being displaced will be informed through an Informational Statement (Exhibit "1") of the availability of relocation payments and where the written conditions under which relocation payments will be made are available.

2. Claims for relocation payments must be made to the City within a period not to exceed eighteen (18) months after displacement. Claims for relocation payments must be filed on forms provided by the City.

B. Relocation of Business Concerns

1. The following relocation services shall be provided to business concerns:

- a. An informational program has been developed with respect to business concerns and this program will continue to provide information to advise business concerns of relocation assistance which the City will offer.
 - (1) Business concerns and other nonresidential establishments located in the Project Area will be notified through pamphlets, newsletters, and Information Statements, of the general nature and scope of the project.
 - (2) Upon final project approval, business concerns and other nonresidential establishments being displaced will be notified through an Informational Statement of relocation assistance which will be offered by the City as well as the conditions under which Relocation payments will be made.
- b. The Relocation Staff will maintain a listing of available commercial space. The listing will be updated by consultation with local Real Estate Agencies. The availability of commercial space will be for the exclusive use of business concerns proposed to be relocated under the Project Plan. Arrangements shall also include provisions for listing which business concerns may be referred for assistance in obtaining commercial space.
- c. Upon submission of the Project for execution, SBA will be requested to visit the City to discuss with any small business concerns that are interested, the technical and financial assistance which will be available.

Section II - Final Decisions and Appeals

A. Final Decision

- 1. After receiving the approval of the City Manager or his or her designee or the City Council if required, the Relocation Staff shall send a written statement of its final decision regarding any claim for relocation payments. Such final decision shall be mailed to the claimant by certified mail, return receipt requested to the address for the claimant stated in its claim for relocation assistance, or if none, then to the claimant's last known address.

B. Right of Appeal.

- 1. Any business or non-residential establishment aggrieved by the final decision of the Relocation Staff regarding relocation payments shall be entitled to appeal such decision to the Board of Commissioners of the Land Clearance for Redevelopment Authority (LCRA).

C. Appeal Procedures

- 1. Filing Appeal—Time Limitations

a. Any appeal from a final decision of the Relocation Staff must be filed within 60 days after the final decision of the Relocation Staff is sent to the business or non-residential establishment by certified U.S. mail, return receipt requested. Unless appealed within said time period, the final decision of the Relocation Staff shall be final and binding on all parties.

b. An appeal of a final decision of the Relocation Staff shall be commenced by the filing of a notice of appeal with the office of the Board of Commissioners of the LCRA. The notice of appeal shall contain a statement of the aggrieved parties' request for appeal and the reasons for the appeal, and a copy of the decision of the Relocation Staff from which the appeal is requested shall be attached thereto. The notice of appeal shall be filed by delivering a copy thereof to the Board of Commissioner of the LCRA at the following address:

Board of Commissioners
Land Clearance for Redevelopment Authority
Office of Housing and Redevelopment
3rd Floor
Busch Municipal Building
840 Boonville Ave.
Springfield, Mo. 65802

2. Procedures on Appeal

a. The Board of Commissioners of the LCRA shall promptly send a copy of the notice of appeal and a notice of the institution of the appeal to the Relocation Staff and the claimant as provided in Section 536.067 RSMo. 2000, as amended.

a. All appeals relating to relocation assistance shall be subject to the rules for a contested case as set out in the Missouri Administrative Procedures Act (Chapter 536, RSMo. 2000, as amended)

3. Judicial Review

a. The decision of the Board of Commissioners of the LCRA shall be subject to judicial review as provided in the Missouri Administrative Procedures Act (Chapter 536 RSMo. 2000, as amended).

EXHIBIT "1" To Plan A
CITY OF SPRINGFIELD, MISSOURI

INFORMATIONAL STATEMENT FOR BUSINESS

CONCERNS AND OTHER NON-RESIDENTIAL ESTABLISHMENTS

1. General

The basic purpose of this Statement is to inform you of the benefits and services that will be offered to you as a result of displacement from your present location.

If your building is among those that will have to be vacated, it will be necessary for you to consider a move to another location. However, every occupant will be given as much advance notice as possible of the time the City expects to acquire possession of the property, and no one lawfully occupying property within the project area will be required to surrender possession without at least 90 days written notice from the City of the date on which possession will be required or such time as required by state law if longer than 90 days. This notice will not be given until after the City has entered into a contract with the owners to buy the property or the City has acquired the property by condemnation. You should not, under any circumstances, move or make any financial commitment concerning a move from your present location without first checking with the City. A premature move could make you ineligible for relocation payments.

Please be assured that we will try to help you find other facilities suitable to your needs and requirements, and that we will provide other aids and services to each problem of relocation that you may encounter.

Relocation and other activities in connection with the project will be handled by the City through the Relocation Staff.

2. Acquisition of Real Property

Every owner of property to be acquired for the project will be afforded a full opportunity to sell his property directly to the City without litigation. When purchasing property, it is the policy of the City to pay fair prices and to treat all owners fairly and impartially. The compensation that will be offered to each owner will be based on appraisals of the property made by competent independent appraisers. In negotiating the terms of the agreement to purchase the property, the City will, to the extent permitted by scheduled activities, allow the owner to set the times for closing the sale and for delivery of the right of possession to the City. Condemnation will not be instituted unless necessary and no property will be condemned until after every reasonable effort to purchase the property by negotiation has been exhausted and the requirements of Missouri Law have been satisfied.

3. Eligibility for Relocation Payments

For the purpose of establishing eligibility for any relocation payment, a business concern or nonprofit organization which moves from real property within a project area or moves his personal property from such real property on or after the date of the pertinent contract for financial assistance for the project for the following reason may be eligible for certain relocation payments and assistance:

The City's acquisition of all or part of the real property from which it moves, and issuance of a Notice of Displacement.

TYPES OF RELOCATION PAYMENTS

A business concern (with the exception of owners of outdoor advertising displays) may be entitled to a relocation payment for either one of the following at the option of the business:

A. An amount to cover:

1. Actual and reasonable moving costs for packing, crating, disconnecting, dismantling, reassembling and installing all personal equipment and costs for re-lettering similar signs and similar replacement stationery; and
2. Reestablishment expenses of up to an additional \$10,000, which are limited to the actual costs incurred for physical improvements to the replacement property to accommodate the particular business at issue.

or

- B. In lieu of actual and reasonable moving expenses, a fixed moving expense payment of \$3,000, and up to an additional \$10,000 for reestablishment expenses, which shall be limited to the costs incurred for physical improvements to the replacement property to accommodate the particular business at issue (excluding all owners of outdoor advertising displays).

NON-REIMBURSEABLE EXPENSES

Expenses which are not eligible for reimbursement include the following:

- a. Additional expense incurred because of doing business in a new area.
- b. Moving structures or other real property in which the displaced person retains ownership.
- c. Interest on loans to cover moving expenses.
- d. Loss of good will.
- e. Loss of profit.
- f. Loss of trained employees.
- g. Personal injury.
- h. Cost of preparing claims for moving expenses, including legal fees and other costs.
- i. Any addition, improvement, or other physical change in or to the replacement structure or its premises.
- j. Any other items the City determines are not reasonable and necessary.

- k. The cost for storage of personal property on real property owned or leased by the displaced business before displacement.
- l. Any additional operating expenses of a business incurred because of operating in a new location.
- m. Physical changes to the real property at the replacement location.

The Moving Process

Each displaced business must notify the City, in writing, of its intention to move at least 45 days before the move will begin. This notice should include the following information:

- A. The dates of the anticipated move and/or disposal of personal property.
- B. A statement indicating whether or not the business will perform a self-move.
- C. Assurance that prior to invitations for bids the business will furnish to the City a detailed inventory of property to be moved and scope of work required to complete the move.

Submission of Bids for Moving and Related Expenses

Before you move, you must obtain two written bids from reputable movers. The bids must be submitted to us at least 15 days before you start your move.

If you estimate that your moving expenses will be less than \$1,000, you may, after obtaining the approval of the City, proceed without the bids. Prior confirmation of your estimate by the City is required.

The bids submitted should include the following information:

- A. Name and address of the mover and the name of the bidder.
- B. Origin and destination points of the move, estimated date(s) of the move, and the estimated time required to carry out the move.
- C. Identification of the items to be moved, number of loads or cubic feet to be moved, and the hourly rate for labor and vehicles to be used in the move.
- D. If applicable, identification of any estimates covering unusual charges, such as for packing, unpacking or other costs.

Bids must be obtained from reliable sources, covering charges for electrical, plumbing, carpentry, or other services needs for the disassembly, moving, reassembly, reconnecting, or reinstallation of machinery and equipment. The City will furnish approved bid forms and the amount of the relocation payment will be based on the lowest acceptable bid.

The bids should be broken down by number of persons required to perform the services and costs for labor and material. Lump sum estimates are not acceptable.

Failure to provide acceptable bids and to otherwise observe required procedures may result in forfeiture of the entire claim.

Self-Moves

A business which elects to move itself may be reimbursed for certain out-of-pocket expenses. As in the case of other moves the City must be notified in writing 45 days prior to the start of the move. The City will obtain necessary bids or estimates to be used as basis for reimbursement.

Generally, the business may be reimbursed, up to the amount of the low bid for labor, equipment, and related costs with little or no documentation in support of the claim. As certain situations may require complete documentation, however, it is very important that each business discuss its proposed self-move with Relocation personnel well in advance of the move.

Filing of Claim

Any relocation payment for your moving expense or direct loss of property because of the move, or an in lieu of payment, will be made only after the completion of your move, or the discontinuance of your business.

After you move, or upon discontinuance of your business operations, you must submit a completed claim form to the Relocation Office. Receipted bills or other evidence of costs incurred or property loss sustained must be documented and submitted with the claim.

You must certify that your claim is true and accurate.

A claim for payment for moving expenses, actual direct loss of property, or an in lieu of payment must be filed within 18 months after completion of your move or the date you discontinue operation.

You are invited to call or visit the Relocation Office for assistance in filing your claim. We will help you in every way we can. A visit to our office should result in a claim properly made out and hence one which we can process in the shortest possible time so as to speed up the payment to you. The City Relocation Office is located at:

Housing and Redevelopment Office
3rd Floor, Busch Municipal Building
840 Boonville Ave.
Tel: 417-864-1039

Rent

As stated earlier, if the property you are occupying is acquired by the City, you will be given at least 90 days written notice of the time you will have to vacate the property, and such notice will not be given until the City has entered into a contract with the owner to buy the property or has acquired the property by condemnation.

After the property is acquired, an equitable rental rate will be established.

The rent will be payable at our office in advance, monthly, on or before the first day of each month. The office location is Housing and Redevelopment Office, 3rd Floor, Busch Municipal Building, 840 Boonville Ave.

Eviction

Legal action to compel a business concern to move from the acquired property may be taken as permitted at law or pursuant to any agreement with the City permitting continued occupancy of the property after it is acquired by the City.

Eviction will not affect your eligibility for any relocation payment to which you may otherwise be entitled. The Relocation Staff will locate, inspect, and refer relocation sites or space for your consideration. The Relocation Staff will also assist in the processing of any forms required by lending institutions, the Small Business Administration (SBA), and others in connection with the purchase or leasing of new premises. If you so desire, the City will arrange for the SBA to send you a letter describing the assistance available from that agency.

Waiver of Relocation Payments

Any displaced person who is also the owner of the premises affected by the project may waive relocation payments as part of the negotiations for the acquisition of the interest held by such person. Such waiver shall be in writing, shall disclose the person's knowledge of the provisions of the Relocation Statute and this plan and his entitlement to payment. Such waiver shall be filed in the office of the Relocation Staff. No waiver shall include any waiver of the notice provisions of the Relocation Statute or this plan.

Final Decisions and Appeals

A. Final Decision

1. The Relocation Staff shall send a written statement of its final decision regarding any claim for relocation payments. Such final decision shall be mailed to the claimant by certified mail, return receipt requested to the address for the claimant stated in its claim for relocation assistance, or if none, then to the claimant's last known address.

B. Right of Appeal.

1. Any business or non-residential establishment aggrieved by the final decision of the Relocation Staff regarding relocation payments shall be entitled to appeal such decision to the Board of Commissioners of the Land Clearance for Redevelopment Authority (LCRA).

C. Appeal Procedures

1. Filing Appeal—Time Limitations

- a. Any appeal from a final decision of the Relocation Staff must be filed within 60 days after the final decision of the Relocation Staff is sent by it to the business or non-residential establishment by certified or registered U.S. mail. Unless appealed within said time period, the final decision of the Relocation Staff shall be binding on all parties.

b. An appeal of a final decision of the Relocation Staff shall be commenced by the filing of a notice of appeal with the office of the Board of Commissioners of the LCRA. The notice of appeal shall contain a statement of the aggrieved parties' request for appeal and the reasons for the appeal, and a copy of the decision of the Relocation Staff from which the appeal is requested shall be attached thereto. The notice of appeal shall be filed by delivering a copy thereof to the office of the Board of Commissioner of the LCRA at the following address:

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840 Boonville Ave.
Springfield, Mo. 65802?

2. Procedures on Appeal

- a. The Board of Commissioners of the LCRA shall promptly send a copy of the notice of appeal and a notice of the institution of the appeal to the Relocation Staff and the claimant as provided in Section 536.067 RSMo. 2000, as amended.
- a. All appeals relating to relocation assistance shall be subject to the rules for a contested case as set out in the Missouri Administrative Procedures Act (Chapter 536, RSMo. 2000, as amended)

3. Judicial Review

- a. The decision of the Board of Commissioners of the LCRA shall be subject to judicial review as provided in the Missouri Administrative Procedures Act (Chapter 536 RSMo. 2000, as amended).

Revisions

This information presented above is subject to certain revisions and modifications as may be determined by the City from time-to-time. .

Transfer of Ownership

A claimant shall be deemed to have transferred to the City ownership of any tangible personal property that has not been moved, sold or traded in by the claimant prior to the date the City actually receive possession of the real property.

Advertising Signs

The amount of a payment for direct loss for an advertising sign which is tangible personal property shall be the lesser of: (i) the depreciated replacement cost of the sign, as determined by the relocation staff, less the proceeds from its sale; or (ii) the estimated cost of moving the sign, but with no allowance for storage.

Notification and Inspection

The following requirements apply to payments under this plan.

1. The Relocation Staff shall inform the displaced person in writing of the requirements of this plan as soon as possible after the initiation of negotiations.
2. The displaced business must provide the Relocation Staff with reasonable advance written notice of the approximate date of the start of the move or disposition of the personal property and a list of the items to be moved; provided, however, that the Relocation Staff may waive this requirement after they secure sufficient documentation concerning the move.
3. The displaced business must permit the Relocation Staff to make a reasonable and timely inspection of the personal property at both the displacement and replacement sites and to monitor the move. The displaced person should notify the Relocation Staff at least 45 days before the commencement of any move and permit the Relocation Staff, or their representative, to thoroughly inspect and document all personal property as to which the claimant makes a claim under the plan and all fixtures which are deemed to be part of the real estate and, therefore, are not subject to relocation payments under the plan.

Dated this ____ day of _____, 2007.

City Manager

Acknowledgment

I hereby acknowledge that the preceding Informational Statement, including the Grievance Procedure, has been delivered and explained to me by the person delivering it.

Signature of Business Owner

Date

Signature of Business Owner

Date

Address of Business

Relocation Officer

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**BRODY CORNERS
TAX INCREMENT FINANCING PLAN
EXHIBIT 5**

**BUDGET FOR REDEVELOPMENT PROJECT
AND ANTICIPATED COST OF PLANNED
DEVELOPMENT**

	Cost of the Planned Development	Redevelopment Project Costs	Reimbursable Project Costs
1. Land Acquisition Costs	\$0.00	\$1,800,000.00	\$0.00
2. Cost of Buildings	\$20,500,000.00	\$0.00	\$0.00
3. Professional Fees	\$0.00	\$150,000.00	\$150,000.00
4. Financing Fees	\$0.00	\$300,000.00	\$300,000.00
5. Parking Lot	\$0.00	\$500,000.00	\$0.00
6. Lighting	\$0.00	\$125,000.00	\$0.00
7. Signage	\$0.00	\$75,000.00	\$0.00
8. Sitework:			
a) Excavation	\$0.00	\$801,399.00	\$406,553.00
b) Landscape	\$0.00	\$77,700.00	\$25,160.00
c) Utilities	\$0.00	\$35,000.00	\$35,000.00
d) Sewer and stormwater	\$0.00	\$390,445.00	\$390,445.00
e) Water	\$0.00	\$428,128.00	\$428,128.00
f) Roadway	\$0.00	\$680,050.00	\$680,050.00
g) Demolition	\$0.00	\$102,165.00	\$102,165.00
h) General conditions & Mobilization	\$0.00	\$226,975.00	\$145,725.00
i) Soft costs	\$0.00	\$278,363.00	\$223,936.00
9. Offsite Fresh Water	\$0.00	\$303,048.00	\$303,048.00
10. Offsite Road Improvements	\$0.00	\$252,467.00	\$252,467.00
TOTAL:	\$20,500,000.00	\$6,525,740.00	\$3,442,677.00
Percentage of Total Development Costs (\$27,025,740) to Total Reimbursable Costs (\$3,442,677)			7.8%

BRODY CORNERS TAX INCREMENT FINANCING PLAN EXHIBIT 6

SOURCES AND USES SUMMARY

Sources

Developer will provide all funding necessitated by the costs related to the implementation of this Redevelopment Project. Developer will use a mix of cash and financing for this purpose and Developer's financial ability to proceed with this Redevelopment Project is evidenced by and through the commitment letter set forth in Exhibit 12. These sources include capital or equity available to the Developer through cash reserves, financing sources or potential investment. If the Redevelopment Plan is approved, TIF and CID revenues will be used for reimbursement of up to \$3,442,677 of the Developer's Reimbursable Costs pertaining to public improvements.

Uses	Cost of the Planned Development	Redevelopment Project Costs	Reimbursable Project Costs
1. Land Acquisition Costs	\$0.00	\$1,800,000.00	\$0.00
2. Cost of Buildings	\$20,500,000.00	\$0.00	\$0.00
3. Professional Fees	\$0.00	\$150,000.00	\$150,000.00
4. Financing Fees	\$0.00	\$300,000.00	\$300,000.00
5. Parking Lot	\$0.00	\$500,000	\$0.00
6. Lighting	\$0.00	\$125,000.00	\$0.00
7. Signage	\$0.00	\$75,000.00	\$0.00
8. Sitework:	\$0.00	\$3,020,225.00	\$2,437,162.00
9. Offsite Fresh Water	\$0.00	\$303,048.00	\$303,048.00
10. Offsite Road Improvements	\$0.00	\$252,467.00	\$252,467.00
TOTAL:	\$20,500,000.00	\$6,525,740.00	\$3,442,677.00
Total Cost of Project: \$27,025,740.00			
Total Reimbursable Costs: \$3,442,677.00			

**BRODY CORNERS
TAX INCREMENT FINANCING PLAN**

EXHIBIT 7

BASE PROPERTY DATA WORKSHEETS

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
BASE PROPERTY DATA WORKSHEETS**

Base Property Data

Parcel	Tax Parcel	Owner	Address	Acres
1	1701100099	West Sunshine Development, LLC	5505 West Sunshine, Springfield, MO	23
2	1701100097	West Sunshine Development, LLC	5505 West Sunshine, Springfield, MO	3

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
BASE PROPERTY DATA WORKSHEETS**

Base Property Data

Parcel	ESTIMATED ACTUAL VALUE			ASSESSED VALUE		
	Land	Improvements	Total	Land	Improvements	Total
1	\$611,800	\$2,000	\$613,800	\$195,780	\$380	\$196,160
2	\$126,800		\$126,800	\$40,580		\$40,580
Totals	\$738,600		\$740,600	\$236,368		\$236,740

EXHIBIT 8

PROJECTION OF TIF REVENUES

BRODY CORNERS
TAX INCREMENT FINANCING PLAN

BRODY CORNERS TAX INCREMENT FINANCING PLAN

TIF REVENUE PROJECTIONS

PAGE 1 OF 6

TAX ASSUMPTIONS

Real Property Assumptions

Assessment Ratios

Commercial	32%
Residential	19%
Agricultural	12%

Bi-annual Growth/Inflation Rate 1.00%

Personal Property Assumptions

Assessment Ratio	33%
Base Market Value	\$0

Annual Growth & Inflation Rate: 1%
110% replacement value, 7 year replacement life

Real Property Levy Rates Subject to TIF

Taxing District	Rate	Captured Rate	% of Total
Republic R-3 School District	4.1546%	4.1546%	75.3%
Library	0.2434%	0.2434%	4.4%
City of Springfield	0.6196%	0.6196%	11.2%
OTC College	0.1996%	0.1996%	3.6%
County Road	0.1248%	0.1248%	2.3%
County General Revenue	0.1248%	0.1248%	2.3%
County Senior Citizens' Services	0.0493%	0.0493%	0.9%
Totals	5.5157%	5.5157%	100%

Real Property Levy Rates Not Subject to TIF

Mo Blind Pension	0.0300%
Replacement Tax	1.0400%
Dev Disability Tax	0.0467%
Total of All Tax Levies	6.6324%

Sales Projection Assumptions

Period	Year	Open	Growth
Year 1	2023	25%	0.0%
Year 2	2024	50%	0.0%
Year 3	2025	50%	0.0%
Year 4	2026	75%	0.0%
Year 5	2027	100%	0.0%

Assumed Reimbursement Interest Rate

6.00%

Personal Property Rates (not subject to TIF)

Taxing District	Rate	% of Total
Republic R-3 School District	4.1546%	74.3%
Library	0.2434%	4.4%
City of Springfield	0.6196%	11.1%
OTC College	0.1996%	3.6%
County Road	0.1248%	2.2%
County General Revenue	0.1248%	2.2%
County Senior Citizens' Services	0.0493%	0.9%
County Dev. Disability Programs	0.0467%	0.8%
MO Blind Pension	0.0300%	0.5%
Total	5.5924%	100.0%

Sales Taxes Subject to TIF

Taxing District	Rate	Captured Rate
City – General	1.000%	0.500%
City – Transportation	0.125%	0.0625%
City – Capital Improvements	0.250%	0.125%
City – Pension Sales Tax	0.750%	0.375%
Proposed Community Improvement District	1.000%	0.500%
County Parks	0.250%	0.125%
County Law Enforcement	0.375%	0.188%
County 911	0.125%	0.063%
County General Revenue	1.000%	0.500%
Rate Subject to TIF	4.875%	2.438%

Notes:

- TIF does not capture Blind Pension Tax, taxes Imposed for development disability or Merchants And Manufacturers Replacement Tax.
- The City of Springfield's Temporary General Revenue Levy, which is included in the Real Estate Levy Rates for City of Springfield, above, (\$0.2665/\$100), expires in 2025.
- The City Pension Sales Tax terminates on 3/31/2025
- After Year 5, the growth in the Sales Projection Assumptions is 1% per year.

BRODY CORNERS TAX INCREMENT FINANCING
PLAN DEVELOPMENT ASSUMPTIONS WORKSHEET

PAGE 2 OF 6

Base Assessed Valuations (2021 County Data)

<u>Parcel</u>	<u>Appraised Value</u>	<u>Assessed Value</u>
1701200099	\$613,800	\$196,160
1701100097	\$126,800	\$40,580

Estimated Post Construction Assessed Valuations

<u>Land Use</u>	<u>Market Value</u>	<u>Assessed Value</u>
Commercial Mixed-use	\$20,500,000	\$6,560,000

Sales Projections

<u>Land Use</u>	<u>Total Annual Sales</u>
Commercial Mixed-use	\$10,000,000

Personal Property Assumption

<u>Land Use</u>	<u>Personal Prop Value</u>
Commercial Mixed-use	\$500,000

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
TIF REVENUE PROJECTIONS
PAGE 3 OF 6
REAL PROPERTY VALUES**

Year	Base		After Redevelopment		
	Market Value	Assessed Value	Market Value	Assessed Value	Incremental Increase in Assessed Value
1	\$740,600	\$236,740	\$5,125,000	\$1,640,000	\$1,403,260
2	\$740,600	\$236,740	\$10,250,000	\$3,280,000	\$3,043,260
3	\$740,600	\$236,740	\$15,375,000	\$4,920,000	\$4,683,260
4	\$740,600	\$236,740	\$20,500,000	\$6,560,000	\$6,323,260
5	\$740,600	\$236,740	\$20,500,000	\$6,560,000	\$6,323,260
6	\$740,600	\$236,740	\$20,705,000	\$6,625,600	\$6,388,860
7	\$740,600	\$236,740	\$20,705,000	\$6,625,600	\$6,388,860
8	\$740,600	\$236,740	\$20,912,050	\$6,691,856	\$6,455,116
9	\$740,600	\$236,740	\$20,912,050	\$6,691,856	\$6,455,116
10	\$740,600	\$236,740	\$21,121,171	\$6,758,775	\$6,522,035
11	\$740,600	\$236,740	\$21,121,171	\$6,758,775	\$6,522,035
12	\$740,600	\$236,740	\$21,332,382	\$6,826,362	\$6,589,622
13	\$740,600	\$236,740	\$21,332,382	\$6,826,362	\$6,589,622
14	\$740,600	\$236,740	\$21,545,706	\$6,894,626	\$6,657,886
15	\$740,600	\$236,740	\$21,545,706	\$6,894,626	\$6,657,886
16	\$740,600	\$236,740	\$21,761,163	\$6,963,572	\$6,726,832
17	\$740,600	\$236,740	\$21,761,163	\$6,963,572	\$6,726,832
18	\$740,600	\$236,740	\$21,978,775	\$7,033,208	\$6,796,468
19	\$740,600	\$236,740	\$21,978,775	\$7,033,208	\$6,796,468
20	\$740,600	\$236,740	\$22,198,562	\$7,103,540	\$6,866,800
21	\$740,600	\$236,740	\$22,198,562	\$7,103,540	\$6,866,800
22	\$740,600	\$236,740	\$22,420,548	\$7,174,575	\$6,937,835
23	\$740,600	\$236,740	\$22,420,548	\$7,174,575	\$6,937,835

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
TIF REVENUE PROJECTIONS
PAGE 4 OF 6
PILOTS PROJECTION**

Year	Base Real Property Taxes	Real Property Taxes After Redevelopment	PILOTS	PILOTS Surplus	Net PILOTS
1	\$13,058	\$90,457	\$77,400	\$19,350	\$58,050
2	\$13,058	\$180,915	\$167,857	\$41,964	\$125,893
3	\$13,058	\$271,372	\$258,315	\$64,579	\$193,736
4	\$12,427	\$344,348	\$331,921	\$82,980	\$248,940
5	\$12,427	\$344,348	\$331,921	\$82,980	\$248,940
6	\$12,427	\$347,791	\$335,364	\$83,841	\$251,523
7	\$12,427	\$347,791	\$335,364	\$83,841	\$251,523
8	\$12,427	\$351,269	\$338,842	\$84,710	\$254,131
9	\$12,427	\$351,269	\$338,842	\$84,710	\$254,131
10	\$12,427	\$354,782	\$342,355	\$85,589	\$256,766
11	\$12,427	\$354,782	\$342,355	\$85,589	\$256,766
12	\$12,427	\$358,329	\$345,902	\$86,476	\$259,427
13	\$12,427	\$358,329	\$345,902	\$86,476	\$259,427
14	\$12,427	\$361,913	\$349,486	\$87,371	\$262,114
15	\$12,427	\$361,913	\$349,486	\$87,371	\$262,114
16	\$12,427	\$365,532	\$353,105	\$88,276	\$264,829
17	\$12,427	\$365,532	\$353,105	\$88,276	\$264,829
18	\$12,427	\$369,187	\$356,760	\$89,190	\$267,570
19	\$12,427	\$369,187	\$356,760	\$89,190	\$267,570
20	\$12,427	\$372,879	\$360,452	\$90,113	\$270,339
21	\$12,427	\$372,879	\$360,452	\$90,113	\$270,339
22	\$12,427	\$376,608	\$364,181	\$91,045	\$273,136
23	\$12,427	\$376,608	\$364,181	\$91,045	\$273,136
TOTAL	\$287,713	\$7,748,019	\$7,460,306	\$1,865,077	\$5,595,230

Notes: Does not include Blind Pension, Development Disability or Replacement Tax

BRODY CORNERS TAX INCREMENT FINANCING PLAN TIF
REVENUE PROJECTIONS
PAGE 5 OF 6
EATS PROJECTIONS

Year	Sales Projected Redevelopment Taxable Sales	Projected Incremental Sales Taxes				EATs		
		City Incremental Sales Tax	County Incremental Sales Tax	CID Incremental Sales Tax	Total Incremental Sales Tax	EATs from City	EATs from County	Total EATs
1	\$2,500,000	\$51,531	\$42,438	\$24,250	\$118,219	\$25,766	\$21,219	\$46,984
2	\$5,000,000	\$103,063	\$84,875	\$48,500	\$236,438	\$51,531	\$42,438	\$93,969
3	\$5,000,000	\$103,063	\$84,875	\$48,500	\$236,438	\$51,531	\$42,438	\$93,969
4	\$7,500,000	\$100,031	\$127,313	\$72,750	\$300,094	\$50,016	\$63,656	\$113,672
5	\$10,000,000	\$133,375	\$169,750	\$97,000	\$400,125	\$66,688	\$84,875	\$151,563
6	\$10,100,000	\$134,709	\$171,448	\$97,970	\$404,126	\$67,354	\$85,724	\$153,078
7	\$10,201,000	\$136,056	\$173,162	\$98,950	\$408,168	\$68,028	\$86,581	\$154,609
8	\$10,303,010	\$137,416	\$174,894	\$99,939	\$412,249	\$68,708	\$87,447	\$156,155
9	\$10,406,040	\$138,791	\$176,643	\$100,939	\$416,372	\$69,395	\$88,321	\$157,717
10	\$10,510,101	\$140,178	\$178,409	\$101,948	\$420,535	\$70,089	\$89,204	\$159,294
11	\$10,615,202	\$141,580	\$180,193	\$102,967	\$424,741	\$70,790	\$90,097	\$160,887
12	\$10,721,354	\$142,996	\$181,995	\$103,997	\$428,988	\$71,498	\$90,997	\$162,496
13	\$10,828,567	\$144,426	\$183,815	\$105,037	\$433,278	\$72,213	\$91,907	\$164,120
14	\$10,936,853	\$145,870	\$185,653	\$106,087	\$437,611	\$72,935	\$92,827	\$165,762
15	\$11,046,221	\$147,329	\$187,510	\$107,148	\$441,987	\$73,664	\$93,755	\$167,419
16	\$11,156,683	\$148,802	\$189,385	\$108,220	\$446,407	\$74,401	\$94,692	\$169,093
17	\$11,268,250	\$150,290	\$191,279	\$109,302	\$450,871	\$75,145	\$95,639	\$170,784
18	\$11,380,933	\$151,793	\$193,191	\$110,395	\$455,380	\$75,897	\$96,596	\$172,492
19	\$11,494,742	\$153,311	\$195,123	\$111,499	\$459,933	\$76,656	\$97,562	\$174,217
20	\$11,609,690	\$154,844	\$197,074	\$112,614	\$464,533	\$77,422	\$98,537	\$175,959
21	\$11,725,786	\$156,393	\$199,045	\$113,740	\$469,178	\$78,196	\$99,523	\$177,719
22	\$11,843,044	\$157,957	\$201,036	\$114,878	\$473,870	\$78,978	\$100,518	\$179,496
23	\$11,961,475	\$159,536	\$203,046	\$116,026	\$478,609	\$79,768	\$101,523	\$181,291
Total	\$228,108,950	\$3,133,341	\$3,872,149	\$2,212,657	\$9,218,147	\$1,566,670	\$1,936,075	\$3,502,745

Notes:

All sales tax estimates are net of the State of Missouri's 1% administration fee and 2% early pay discount

**BRODY CORNERS TAX INCREMENT FINANCING PLAN
TIF REVENUE PROJECTIONS**

PAGE 6 OF 6

PROJECTION OF TOTAL TIF REVENUE

<u>Year</u>	<u>Net PILOTS*</u>	<u>EATS</u>	<u>CID</u>	<u>Total TIF Revenue</u>	<u>Total TIF & CID Revenue</u>
1	\$58,050	\$46,984	\$24,250	\$105,034	\$129,284
2	\$125,893	\$93,969	\$48,500	\$219,862	\$268,362
3	\$193,736	\$93,969	\$48,500	\$287,705	\$336,205
4	\$248,940	\$113,672	\$72,750	\$362,612	\$435,362
5	\$248,940	\$151,563	\$97,000	\$400,503	\$497,503
6	\$251,523	\$153,078	\$97,970	\$404,601	\$502,571
7	\$251,523	\$154,609	\$98,950	\$406,132	\$505,082
8	\$254,131	\$156,155	\$99,939	\$410,286	\$510,226
9	\$254,131	\$157,717	\$100,939	\$411,848	\$512,787
10	\$256,766	\$159,294	\$101,948	\$416,060	\$518,008
11	\$256,766	\$160,887	\$102,967	\$417,653	\$520,620
12	\$259,427	\$162,496	\$103,997	\$421,922	\$525,919
13	\$259,427	\$164,120	\$105,037	\$423,547	\$528,584
14	\$262,114	\$165,762	\$106,087	\$427,876	\$533,963
15	\$262,114	\$167,419	\$107,148	\$429,534	\$536,682
16	\$264,829	\$169,093	\$108,220	\$433,922	\$542,142
17	\$264,829	\$170,784	\$109,302	\$435,613	\$544,915
18	\$267,570	\$172,492	\$110,395	\$440,062	\$550,457
19	\$267,570	\$174,217	\$111,499	\$441,787	\$553,286
20	\$270,339	\$175,959	\$112,614	\$446,298	\$558,912
21	\$270,339	\$177,719	\$113,740	\$448,058	\$561,798
22	\$273,136	\$179,496	\$114,878	\$452,632	\$567,509
23	\$273,136	\$181,291	\$116,026	\$454,427	\$570,453
TOTAL	\$5,595,230	\$3,502,745	\$2,212,657	\$9,097,975	\$11,310,631

* 75% of PILOTS collected will be available for payment of Reimbursable Costs. 25% will be distributed to taxing districts as surplus

EXHIBIT 9
AMORTIZATION SCHEDULES

BRODY CORNERS
TAX INCREMENT FINANCING PLAN

BRODY CORNERS TAX INCREMENT FINANCING PLAN
PAGE 1 OF 3
TIF REIMBURSEMENT AMORTIZATION

<u>100% Scenario</u>				
<u>Assuming Projected Revenue at 100%</u>				
Year	TIF Reimbursable Cost Balance Before Payment from TIF/CID Revenue	6% Interest on Balance During the Year	Payment from TIF/CID Revenue*	Year End Reimbursable Cost Balance
1	\$3,442,677	\$206,561	\$122,820	\$3,526,418
2	\$3,526,418	\$211,585	\$254,943	\$3,483,059
3	\$3,483,059	\$208,984	\$319,394	\$3,372,648
4	\$3,372,648	\$202,359	\$413,594	\$3,161,413
5	\$3,161,413	\$189,685	\$472,628	\$2,878,470
6	\$2,878,470	\$172,708	\$477,443	\$2,573,736
7	\$2,573,736	\$154,424	\$479,828	\$2,248,332
8	\$2,248,332	\$134,900	\$484,714	\$1,898,518
9	\$1,898,518	\$113,911	\$487,147	\$1,525,282
10	\$1,525,282	\$91,517	\$492,107	\$1,124,691
11	\$1,124,691	\$67,481	\$494,589	\$697,584
12	\$697,584	\$41,855	\$499,624	\$239,815
13	\$239,815	\$14,389	\$502,155	\$0
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

*5.0% of gross revenues assumed to be held back as collection and administrative fees by City, County and Department of Revenue.

BRODY CORNERS TAX INCREMENT FINANCING PLAN
PAGE 2 OF 3
TIF REIMBURSEMENT AMORTIZATION

<u>85% Scenario</u>				
<u>Assuming Projected Revenue at 85%</u>				
Year	TIF Reimbursable Cost Balance Before Payment from TIF/CID Revenue	6% Interest on Balance During the Year	Payment from TIF/CID Revenue*	Year End Reimbursable Cost Balance
1	\$3,442,677	\$206,561	\$104,397	\$3,544,841
2	\$3,544,841	\$212,690	\$216,702	\$3,540,829
3	\$3,540,829	\$212,450	\$271,485	\$3,481,794
4	\$3,481,794	\$208,908	\$351,555	\$3,339,146
5	\$3,339,146	\$200,349	\$401,734	\$3,137,761
6	\$3,137,761	\$188,266	\$405,826	\$2,920,201
7	\$2,920,201	\$175,212	\$407,853	\$2,687,560
8	\$2,687,560	\$161,254	\$412,007	\$2,436,806
9	\$2,436,806	\$146,208	\$414,075	\$2,168,939
10	\$2,168,939	\$130,136	\$418,291	\$1,880,784
11	\$1,880,784	\$112,847	\$420,401	\$1,573,231
12	\$1,573,231	\$94,394	\$424,680	\$1,242,944
13	\$1,242,944	\$74,577	\$426,832	\$890,689
14	\$890,689	\$53,441	\$431,175	\$512,955
15	\$512,955	\$30,777	\$433,371	\$110,362
16	\$110,362	\$6,622	\$437,780	\$0
17				
18				
19				
20				
21				
22				
23				

*5.0% of gross revenues assumed to be held back as collection and administrative fees by City, County and Department of Revenue.

BRODY CORNERS TAX INCREMENT FINANCING PLAN
PAGE 3 OF 3
TIF REIMBURSEMENT AMORTIZATION

<u>75% Scenario</u>				
<u>Assuming Projected Revenue at 75%</u>				
Year	TIF Reimbursable Cost Balance Before Payment from TIF/CID Revenue	6% Interest on Balance During the Year	Payment from TIF/CID Revenue*	Year End Reimbursable Cost Balance
1	\$3,442,677	\$206,561	\$92,115	\$3,557,123
2	\$3,557,123	\$213,427	\$191,208	\$3,579,342
3	\$3,579,342	\$214,761	\$239,546	\$3,554,557
4	\$3,554,557	\$213,273	\$310,196	\$3,457,635
5	\$3,457,635	\$207,458	\$354,471	\$3,310,622
6	\$3,310,622	\$198,637	\$358,082	\$3,151,178
7	\$3,151,178	\$189,071	\$359,871	\$2,980,378
8	\$2,980,378	\$178,823	\$363,536	\$2,795,664
9	\$2,795,664	\$167,740	\$365,360	\$2,598,044
10	\$2,598,044	\$155,883	\$369,080	\$2,384,846
11	\$2,384,846	\$143,091	\$370,942	\$2,156,995
12	\$2,156,995	\$129,420	\$374,718	\$1,911,697
13	\$1,911,697	\$114,702	\$376,616	\$1,649,783
14	\$1,649,783	\$98,987	\$380,449	\$1,368,321
15	\$1,368,321	\$82,099	\$382,386	\$1,068,034
16	\$1,068,034	\$64,082	\$386,276	\$745,840
17	\$745,840	\$44,750	\$388,252	\$402,338
18	\$402,338	\$24,140	\$392,201	\$34,277
19	\$34,277	\$2,057	\$394,217	\$0
20				
21				
22				
23				

*5.0% of gross revenues assumed to be held back as collection and administrative fees by City, County and Department of Revenue.

EXHIBIT 10

**PROJECTION OF INCREMENTAL
NON-TIF REVENUES**

**BRODY CORNERS
TAX INCREMENT FINANCING PLAN**

BRODY CORNERS TAX INCREMENT FINANCING PLAN

PROJECTION OF INCREMENTAL NON-TIF REVENUE

Year	Projected Real Property Taxes					Projected Incremental Sales Taxes			Projected Personal Property Taxes		Total Non-TIF Revenue*
	All Taxing Districts (Base)	Replacement	Blind Pension	Development Disability	Total	City	County	Total	Redevelopment Assessed Value	Redevelopment Taxes	
1	\$13,058	\$5,670	\$492	\$766	\$22,516	\$25,766	\$21,219	\$46,984	\$160,000	\$8,948	\$78,448
2	\$13,058	\$11,340	\$984	\$1,532	\$31,974	\$51,531	\$42,438	\$93,969	\$160,000	\$8,948	\$134,890
3	\$13,058	\$17,010	\$1,476	\$2,298	\$41,432	\$51,531	\$42,438	\$93,969	\$160,000	\$8,948	\$144,348
4	\$12,427	\$22,680	\$1,968	\$3,064	\$50,258	\$50,016	\$63,656	\$113,672	\$160,000	\$8,948	\$172,878
5	\$12,427	\$22,680	\$1,968	\$3,064	\$50,258	\$66,688	\$84,875	\$151,563	\$160,000	\$8,948	\$210,769
6	\$12,427	\$22,907	\$1,988	\$3,094	\$50,637	\$67,354	\$85,724	\$153,078	\$160,000	\$8,948	\$212,663
7	\$12,427	\$22,907	\$1,988	\$3,094	\$50,637	\$68,028	\$86,581	\$154,609	\$160,000	\$8,948	\$214,194
8	\$12,427	\$23,136	\$2,008	\$3,125	\$51,019	\$68,708	\$87,447	\$156,155	\$160,000	\$8,948	\$216,122
9	\$12,427	\$23,136	\$2,008	\$3,125	\$51,019	\$69,395	\$88,321	\$157,717	\$160,000	\$8,948	\$217,683
10	\$12,427	\$23,368	\$2,028	\$3,156	\$51,405	\$70,089	\$89,204	\$159,294	\$160,000	\$8,948	\$219,646
11	\$12,427	\$23,368	\$2,028	\$3,156	\$51,405	\$70,790	\$90,097	\$160,887	\$160,000	\$8,948	\$221,239
12	\$12,427	\$23,601	\$2,048	\$3,188	\$51,795	\$71,498	\$90,997	\$162,496	\$160,000	\$8,948	\$223,238
13	\$12,427	\$23,601	\$2,048	\$3,188	\$51,795	\$72,213	\$91,907	\$164,120	\$160,000	\$8,948	\$224,863
14	\$12,427	\$23,837	\$2,068	\$3,220	\$52,188	\$72,935	\$92,827	\$165,762	\$160,000	\$8,948	\$226,898
15	\$12,427	\$23,837	\$2,068	\$3,220	\$52,188	\$73,664	\$93,755	\$167,419	\$160,000	\$8,948	\$228,555
16	\$12,427	\$24,076	\$2,089	\$3,252	\$52,586	\$74,401	\$94,692	\$169,093	\$160,000	\$8,948	\$230,627
17	\$12,427	\$24,076	\$2,089	\$3,252	\$52,586	\$75,145	\$95,639	\$170,784	\$160,000	\$8,948	\$232,318
18	\$12,427	\$24,316	\$2,110	\$3,285	\$52,987	\$75,897	\$96,596	\$172,492	\$160,000	\$8,948	\$234,428
19	\$12,427	\$24,316	\$2,110	\$3,285	\$52,987	\$76,656	\$97,562	\$174,217	\$160,000	\$8,948	\$236,152
20	\$12,427	\$24,560	\$2,131	\$3,317	\$53,393	\$77,422	\$98,537	\$175,959	\$160,000	\$8,948	\$238,300
21	\$12,427	\$24,560	\$2,131	\$3,317	\$53,393	\$78,196	\$99,523	\$177,719	\$160,000	\$8,948	\$240,060
22	\$12,427	\$24,805	\$2,152	\$3,351	\$53,803	\$78,978	\$100,518	\$179,496	\$160,000	\$8,948	\$242,247
23	\$12,427	\$24,805	\$2,152	\$3,351	\$53,803	\$79,768	\$101,523	\$181,291	\$160,000	\$8,948	\$244,042
TOTALS	\$287,713	\$508,595	\$44,131	\$68,698	\$1,136,063	\$1,566,670	\$1,936,075	\$3,502,745	\$3,680,000	\$205,800	\$4,844,608

* Shows the increase in the non-captured portion of real property, sales and personal property tax revenue during the life of the TIF plan

EXHIBIT 11

COST-BENEFIT ANALYSIS

BRODY CORNERS
TAX INCREMENT FINANCING PLAN

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS

PAGE 1 OF 9

ALL TAXING DISTRICTS

Year	Projected Taxes with Redevelopment						Projected Taxes without Redevelopment				Amounts Captured by TIF
	Sales Tax	CID Sales Tax	Real Property Tax	PILOT Surplus	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$46,984	\$24,250	\$13,058	\$19,350	\$8,948	\$112,590	\$0	\$13,058	\$0	\$13,058	\$105,034
2	\$93,969	\$48,500	\$13,058	\$41,964	\$8,948	\$206,439	\$0	\$13,058	\$0	\$13,058	\$219,862
3	\$93,969	\$48,500	\$13,058	\$64,579	\$8,948	\$229,053	\$0	\$13,058	\$0	\$13,058	\$287,705
4	\$113,672	\$72,750	\$12,427	\$82,980	\$8,948	\$290,777	\$0	\$12,427	\$0	\$12,427	\$362,612
5	\$151,563	\$97,000	\$12,427	\$82,980	\$8,948	\$352,917	\$0	\$12,427	\$0	\$12,427	\$400,503
6	\$153,078	\$97,970	\$12,427	\$83,841	\$8,948	\$356,264	\$0	\$12,427	\$0	\$12,427	\$404,601
7	\$154,609	\$98,950	\$12,427	\$83,841	\$8,948	\$358,774	\$0	\$12,427	\$0	\$12,427	\$406,132
8	\$156,155	\$99,939	\$12,427	\$84,710	\$8,948	\$362,179	\$0	\$12,427	\$0	\$12,427	\$410,286
9	\$157,717	\$100,939	\$12,427	\$84,710	\$8,948	\$364,740	\$0	\$12,427	\$0	\$12,427	\$411,848
10	\$159,294	\$101,948	\$12,427	\$85,589	\$8,948	\$368,205	\$0	\$12,427	\$0	\$12,427	\$416,060
11	\$160,887	\$102,967	\$12,427	\$85,589	\$8,948	\$370,818	\$0	\$12,427	\$0	\$12,427	\$417,653
12	\$162,496	\$103,997	\$12,427	\$86,476	\$8,948	\$374,343	\$0	\$12,427	\$0	\$12,427	\$421,922
13	\$164,120	\$105,037	\$12,427	\$86,476	\$8,948	\$377,008	\$0	\$12,427	\$0	\$12,427	\$423,547
14	\$165,762	\$106,087	\$12,427	\$87,371	\$8,948	\$380,595	\$0	\$12,427	\$0	\$12,427	\$427,876
15	\$167,419	\$107,148	\$12,427	\$87,371	\$8,948	\$383,314	\$0	\$12,427	\$0	\$12,427	\$429,534
16	\$169,093	\$108,220	\$12,427	\$88,276	\$8,948	\$386,964	\$0	\$12,427	\$0	\$12,427	\$433,922
17	\$170,784	\$109,302	\$12,427	\$88,276	\$8,948	\$389,737	\$0	\$12,427	\$0	\$12,427	\$435,613
18	\$172,492	\$110,395	\$12,427	\$89,190	\$8,948	\$393,452	\$0	\$12,427	\$0	\$12,427	\$440,062
19	\$174,217	\$111,499	\$12,427	\$89,190	\$8,948	\$396,281	\$0	\$12,427	\$0	\$12,427	\$441,787
20	\$175,959	\$112,614	\$12,427	\$90,113	\$8,948	\$400,061	\$0	\$12,427	\$0	\$12,427	\$446,298
21	\$177,719	\$113,740	\$12,427	\$90,113	\$8,948	\$402,947	\$0	\$12,427	\$0	\$12,427	\$448,058
22	\$179,496	\$114,878	\$12,427	\$91,045	\$8,948	\$406,794	\$0	\$12,427	\$0	\$12,427	\$452,632
23	\$181,291	\$116,026	\$12,427	\$91,045	\$8,948	\$409,737	\$0	\$12,427	\$0	\$12,427	\$454,427
TOTAL	\$3,502,745	\$2,212,657	\$287,713	\$1,865,077	\$205,800	\$8,073,991	\$0	\$287,713	\$0	\$287,713	\$9,097,975

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS Surplus</u>	<u>Total</u>	<u>Amounts Captured by TIF</u>
Net Tax Benefit	\$3,502,745	\$205,800	\$1,865,077	\$5,573,622	\$9,097,975

Note: See Projection of Incremental Non-TIF Revenue spreadsheet for Blind Pension, Development Disability and Replacement taxes, which are not subject to TIF.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
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City of Springfield

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	<u>Sales Tax</u>	<u>Base Taxes</u>	<u>PILOTS SURPLUS</u>	<u>Personal Property Tax</u>	<u>Total</u>	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	
1	\$25,766	\$1,467	\$367	\$1,033	\$28,632	\$0	\$1,467	\$0	\$1,467	\$32,287
2	\$51,531	\$1,467	\$367	\$1,033	\$54,397	\$0	\$1,467	\$0	\$1,467	\$65,673
3	\$51,531	\$1,467	\$367	\$1,033	\$54,397	\$0	\$1,467	\$0	\$1,467	\$73,294
4	\$50,016	\$836	\$209	\$1,033	\$52,251	\$0	\$836	\$0	\$836	\$66,761
5	\$66,688	\$836	\$209	\$1,033	\$68,765	\$0	\$836	\$0	\$836	\$83,433
6	\$67,354	\$836	\$209	\$1,033	\$69,432	\$0	\$836	\$0	\$836	\$84,274
7	\$68,028	\$836	\$209	\$1,033	\$70,105	\$0	\$836	\$0	\$836	\$84,947
8	\$68,708	\$836	\$209	\$1,033	\$70,786	\$0	\$836	\$0	\$836	\$85,803
9	\$69,395	\$836	\$209	\$1,033	\$71,473	\$0	\$836	\$0	\$836	\$86,490
10	\$70,089	\$836	\$209	\$1,033	\$72,167	\$0	\$836	\$0	\$836	\$87,361
11	\$70,790	\$836	\$209	\$1,033	\$72,868	\$0	\$836	\$0	\$836	\$88,062
12	\$71,498	\$836	\$209	\$1,033	\$73,576	\$0	\$836	\$0	\$836	\$88,949
13	\$72,213	\$836	\$209	\$1,033	\$74,291	\$0	\$836	\$0	\$836	\$89,664
14	\$72,935	\$836	\$209	\$1,033	\$75,013	\$0	\$836	\$0	\$836	\$90,567
15	\$73,664	\$836	\$209	\$1,033	\$75,742	\$0	\$836	\$0	\$836	\$91,296
16	\$74,401	\$836	\$209	\$1,033	\$76,479	\$0	\$836	\$0	\$836	\$92,215
17	\$75,145	\$836	\$209	\$1,033	\$77,223	\$0	\$836	\$0	\$836	\$92,959
18	\$75,897	\$836	\$209	\$1,033	\$77,974	\$0	\$836	\$0	\$836	\$93,895
19	\$76,656	\$836	\$209	\$1,033	\$78,733	\$0	\$836	\$0	\$836	\$94,654
20	\$77,422	\$836	\$209	\$1,033	\$79,500	\$0	\$836	\$0	\$836	\$95,607
21	\$78,196	\$836	\$209	\$1,033	\$80,274	\$0	\$836	\$0	\$836	\$96,381
22	\$78,978	\$836	\$209	\$1,033	\$81,056	\$0	\$836	\$0	\$836	\$97,351
23	\$79,768	\$836	\$209	\$1,033	\$81,846	\$0	\$836	\$0	\$836	\$98,141
TOTAL	\$1,566,670	\$21,119	\$5,280	\$23,751	\$1,616,978	\$0	\$21,119	\$0	\$21,119	\$1,960,067

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS SURPLUS</u>	<u>Total</u>
Total Tax Benefit	\$1,566,670	\$23,751	\$5,280	\$1,595,701

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS

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**REPUBLIC R-III SCHOOL
DISTRICT**

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	Sales Tax	Base Taxes	PILOTS SURPLUS	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$43,725
2	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$94,826
3	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$145,928
4	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$197,030
5	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$197,030
6	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$199,074
7	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$199,074
8	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$201,138
9	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$201,138
10	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$203,223
11	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$203,223
12	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$205,329
13	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$205,329
14	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$207,456
15	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$207,456
16	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$209,605
17	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$209,605
18	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$211,775
19	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$211,775
20	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$213,966
21	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$213,966
22	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$216,179
23	\$0	\$9,836	\$2,459	\$6,924	\$19,218	\$0	\$9,836	\$0	\$9,836	\$216,179
TOTAL	\$0	\$226,219	\$56,555	\$159,244	\$442,017	\$0	\$226,219	\$0	\$226,219	\$4,414,030

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS Surplus</u>	<u>Total</u>
Net Tax Benefit	\$0	\$159,244	\$56,555	\$215,798

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS

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GREENE COUNTY*

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	Sales Tax	Base Taxes	PILOTS SURPLUS	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$21,219	\$708	\$177	\$208	\$22,311	\$0	\$708	\$0	\$708	\$24,365
2	\$42,438	\$708	\$177	\$208	\$43,530	\$0	\$708	\$0	\$708	\$49,260
3	\$42,438	\$708	\$177	\$208	\$43,530	\$0	\$708	\$0	\$708	\$52,936
4	\$63,656	\$708	\$177	\$208	\$64,749	\$0	\$708	\$0	\$708	\$77,831
5	\$84,875	\$708	\$177	\$208	\$85,967	\$0	\$708	\$0	\$708	\$99,050
6	\$85,724	\$708	\$177	\$208	\$86,816	\$0	\$708	\$0	\$708	\$100,046
7	\$86,581	\$708	\$177	\$208	\$87,673	\$0	\$708	\$0	\$708	\$100,903
8	\$87,447	\$708	\$177	\$208	\$88,539	\$0	\$708	\$0	\$708	\$101,918
9	\$88,321	\$708	\$177	\$208	\$89,414	\$0	\$708	\$0	\$708	\$102,792
10	\$89,204	\$708	\$177	\$208	\$90,297	\$0	\$708	\$0	\$708	\$103,825
11	\$90,097	\$708	\$177	\$208	\$91,189	\$0	\$708	\$0	\$708	\$104,717
12	\$90,997	\$708	\$177	\$208	\$92,090	\$0	\$708	\$0	\$708	\$105,770
13	\$91,907	\$708	\$177	\$208	\$93,000	\$0	\$708	\$0	\$708	\$106,680
14	\$92,827	\$708	\$177	\$208	\$93,919	\$0	\$708	\$0	\$708	\$107,752
15	\$93,755	\$708	\$177	\$208	\$94,847	\$0	\$708	\$0	\$708	\$108,680
16	\$94,692	\$708	\$177	\$208	\$95,785	\$0	\$708	\$0	\$708	\$109,772
17	\$95,639	\$708	\$177	\$208	\$96,732	\$0	\$708	\$0	\$708	\$110,719
18	\$96,596	\$708	\$177	\$208	\$97,688	\$0	\$708	\$0	\$708	\$111,832
19	\$97,562	\$708	\$177	\$208	\$98,654	\$0	\$708	\$0	\$708	\$112,798
20	\$98,537	\$708	\$177	\$208	\$99,630	\$0	\$708	\$0	\$708	\$113,931
21	\$99,523	\$708	\$177	\$208	\$100,615	\$0	\$708	\$0	\$708	\$114,916
22	\$100,518	\$708	\$177	\$208	\$101,610	\$0	\$708	\$0	\$708	\$116,071
23	\$101,523	\$708	\$177	\$208	\$102,616	\$0	\$708	\$0	\$708	\$117,076
TOTAL	\$1,936,075	\$16,275	\$4,069	\$4,784	\$1,961,202	\$0	\$16,275	\$0	\$16,275	\$2,253,639

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS SURPLUS</u>	<u>Total</u>
Net Tax Benefit	\$1,936,075	\$4,784	\$4,069	\$1,944,927

*Includes County General Revenue, County Senior Citizens' Services and County Road

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
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OTC COLLEGE

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	Sales Tax	Base Taxes	PILOTS SURPLUS	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$2,101
2	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$4,556
3	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$7,011
4	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,466
5	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,466
6	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,564
7	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,564
8	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,663
9	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,663
10	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,763
11	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,763
12	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,865
13	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,865
14	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,967
15	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$9,967
16	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,070
17	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,070
18	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,174
19	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,174
20	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,280
21	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,280
22	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,386
23	\$0	\$473	\$118	\$333	\$923	\$0	\$473	\$0	\$473	\$10,386
TOTAL	\$0	\$10,868	\$2,717	\$7,651	\$21,236	\$0	\$10,868	\$0	\$10,868	\$212,064

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS SURPLUS</u>	<u>Total</u>
Net Tax Benefit	\$0	\$7,651	\$2,717	\$10,368

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
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LIBRARY

Year	<u>With Redevelopment</u>					<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	Sales Tax	Base Taxes	PILOTS SURPLUS	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	
1	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$2,562
2	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$5,555
3	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$8,549
4	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,543
5	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,543
6	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,663
7	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,663
8	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,784
9	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,784
10	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,906
11	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$11,906
12	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,029
13	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,029
14	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,154
15	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,154
16	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,280
17	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,280
18	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,407
19	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,407
20	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,535
21	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,535
22	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,665
23	\$0	\$576	\$144	\$406	\$1,126	\$0	\$576	\$0	\$576	\$12,665
TOTAL	\$0	\$13,253	\$3,313	\$9,329	\$25,896	\$0	\$13,253	\$0	\$13,253	\$258,599

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>PILOTS SURPLUS</u>	<u>Total</u>
Net Tax Benefit	\$0	\$9,329	\$3,313	\$12,643

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
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BLIND PENSION

Year	<u>With Redevelopment</u>				<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	
1	\$0	\$492	\$50	\$542	\$0	\$71	\$0	\$71	\$0
2	\$0	\$984	\$50	\$1,034	\$0	\$71	\$0	\$71	\$0
3	\$0	\$1,476	\$50	\$1,526	\$0	\$71	\$0	\$71	\$0
4	\$0	\$1,968	\$50	\$2,018	\$0	\$71	\$0	\$71	\$0
5	\$0	\$1,968	\$50	\$2,018	\$0	\$71	\$0	\$71	\$0
6	\$0	\$1,988	\$50	\$2,038	\$0	\$71	\$0	\$71	\$0
7	\$0	\$1,988	\$50	\$2,038	\$0	\$71	\$0	\$71	\$0
8	\$0	\$2,008	\$50	\$2,058	\$0	\$71	\$0	\$71	\$0
9	\$0	\$2,008	\$50	\$2,058	\$0	\$71	\$0	\$71	\$0
10	\$0	\$2,028	\$50	\$2,078	\$0	\$71	\$0	\$71	\$0
11	\$0	\$2,028	\$50	\$2,078	\$0	\$71	\$0	\$71	\$0
12	\$0	\$2,048	\$50	\$2,098	\$0	\$71	\$0	\$71	\$0
13	\$0	\$2,048	\$50	\$2,098	\$0	\$71	\$0	\$71	\$0
14	\$0	\$2,068	\$50	\$2,118	\$0	\$71	\$0	\$71	\$0
15	\$0	\$2,068	\$50	\$2,118	\$0	\$71	\$0	\$71	\$0
16	\$0	\$2,089	\$50	\$2,139	\$0	\$71	\$0	\$71	\$0
17	\$0	\$2,089	\$50	\$2,139	\$0	\$71	\$0	\$71	\$0
18	\$0	\$2,110	\$50	\$2,160	\$0	\$71	\$0	\$71	\$0
19	\$0	\$2,110	\$50	\$2,160	\$0	\$71	\$0	\$71	\$0
20	\$0	\$2,131	\$50	\$2,181	\$0	\$71	\$0	\$71	\$0
21	\$0	\$2,131	\$50	\$2,181	\$0	\$71	\$0	\$71	\$0
22	\$0	\$2,152	\$50	\$2,202	\$0	\$71	\$0	\$71	\$0
23	\$0	\$2,152	\$50	\$2,202	\$0	\$71	\$0	\$71	\$0
TOTAL	\$0	\$44,131	\$1,150	\$45,281	\$0	\$1,634	\$0	\$1,634	\$0

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>
Net Tax Benefit	\$0	\$1,150	\$1,150

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
PAGE 8 OF 9

DEVELOPMENT DISABILITY

Year	<u>With Redevelopment</u>				<u>Without Redevelopment</u>				<u>Amounts Captured by TIF</u>
	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	<u>Sales Tax</u>	<u>Real Property Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>	
1	\$0	\$766	\$78	\$844	\$0	\$111	\$0	\$111	\$0
2	\$0	\$1,532	\$78	\$1,610	\$0	\$111	\$0	\$111	\$0
3	\$0	\$2,298	\$78	\$2,375	\$0	\$111	\$0	\$111	\$0
4	\$0	\$3,064	\$78	\$3,141	\$0	\$111	\$0	\$111	\$0
5	\$0	\$3,064	\$78	\$3,141	\$0	\$111	\$0	\$111	\$0
6	\$0	\$3,094	\$78	\$3,172	\$0	\$111	\$0	\$111	\$0
7	\$0	\$3,094	\$78	\$3,172	\$0	\$111	\$0	\$111	\$0
8	\$0	\$3,125	\$78	\$3,203	\$0	\$111	\$0	\$111	\$0
9	\$0	\$3,125	\$78	\$3,203	\$0	\$111	\$0	\$111	\$0
10	\$0	\$3,156	\$78	\$3,234	\$0	\$111	\$0	\$111	\$0
11	\$0	\$3,156	\$78	\$3,234	\$0	\$111	\$0	\$111	\$0
12	\$0	\$3,188	\$78	\$3,266	\$0	\$111	\$0	\$111	\$0
13	\$0	\$3,188	\$78	\$3,266	\$0	\$111	\$0	\$111	\$0
14	\$0	\$3,220	\$78	\$3,298	\$0	\$111	\$0	\$111	\$0
15	\$0	\$3,220	\$78	\$3,298	\$0	\$111	\$0	\$111	\$0
16	\$0	\$3,252	\$78	\$3,330	\$0	\$111	\$0	\$111	\$0
17	\$0	\$3,252	\$78	\$3,330	\$0	\$111	\$0	\$111	\$0
18	\$0	\$3,285	\$78	\$3,362	\$0	\$111	\$0	\$111	\$0
19	\$0	\$3,285	\$78	\$3,362	\$0	\$111	\$0	\$111	\$0
20	\$0	\$3,317	\$78	\$3,395	\$0	\$111	\$0	\$111	\$0
21	\$0	\$3,317	\$78	\$3,395	\$0	\$111	\$0	\$111	\$0
22	\$0	\$3,351	\$78	\$3,428	\$0	\$111	\$0	\$111	\$0
23	\$0	\$3,351	\$78	\$3,428	\$0	\$111	\$0	\$111	\$0
TOTAL	\$0	\$68,698	\$1,790	\$70,488	\$0	\$2,553	\$0	\$2,553	\$0

	<u>Sales Tax</u>	<u>Personal Property Tax</u>	<u>Total</u>
Net Tax Benefit	\$0	\$1,790	\$1,790

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
PAGE 9 OF 9

Surtax Not Captured by TIF

Year	<u>Total With Redevelopment</u>	<u>Total Without Redevelopment</u>
1	\$17,056	\$2,462
2	\$34,112	\$2,462
3	\$51,168	\$2,462
4	\$68,224	\$2,462
5	\$68,224	\$2,462
6	\$68,906	\$2,462
7	\$68,906	\$2,462
8	\$69,595	\$2,462
9	\$69,595	\$2,462
10	\$70,291	\$2,462
11	\$70,291	\$2,462
12	\$70,994	\$2,462
13	\$70,994	\$2,462
14	\$71,704	\$2,462
15	\$71,704	\$2,462
16	\$72,421	\$2,462
17	\$72,421	\$2,462
18	\$73,145	\$2,462
19	\$73,145	\$2,462
20	\$73,877	\$2,462
21	\$73,877	\$2,462
22	\$74,616	\$2,462
23	\$74,616	\$2,462
TOTAL	\$1,529,884	\$56,628

BRODY CORNERS TIF PLAN

EXHIBIT 12

EVIDENCE OF COMMITMENT TO FINANCE PROJECT COSTS



2655 S. Campbell Ave.
Springfield, MO 65807

July 24, 2021

RE: West Sunshine Development LLC

To Whom It May Concern:

Sullivan Bank has reviewed the proposed project on the property owned by West Sunshine Development, LLC commonly known as 5505 W Sunshine Street and it has approved and is prepared to loan the funds necessary for all construction costs of the project. The interest rate and term of such loan will be determined at the time of loan finalization.

If you have any additional questions or concerns, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Jeff Brown
Senior Vice President
Executive Regional Manager
MLO# 1024843
Sullivan Bank
Cell: 636-234-6741

BRODY CORNERS TIF PLAN

EXHIBIT 13 AFFIDAVIT

DEVELOPER'S AFFIDAVIT

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

I, Michael L. Seitz, being first duly sworn, state and depose upon oath as follows:

1. The Redevelopment Area consists of approximately 26 acres generally located on West Sunshine Street in Springfield, Greene County, Missouri. Regional access to the Redevelopment Area is via Interstate 44 to the Highway 60 Exit, South on Highway 60 to Sunshine Street. Local access is West Sunshine Street and commonly known as 5505 West Sunshine.

2. I am the sole member of West Sunshine Development, LLC, the Developer of the Redevelopment Project.

3. The Redevelopment Area has not been subject to growth and development by private enterprise. It is underdeveloped ground, which previously housed an abandoned mobile home park, has abandoned lagoons in need of closure, no access to West Sunshine Street and no source of fresh water.

4. The Redevelopment Area would not reasonably be anticipated to be developed without the adoption of the proposed tax increment financing plan, and community improvement district. Tax increment financing is necessary to make this project financially feasible.

5. A detailed description of the factors that qualify the Redevelopment Area as a Blighted Area is set out in the Blight Study which is attached to the Tax Increment Financing Plan as Exhibit 3. Based upon the Blight Study, the Redevelopment Area qualifies as Blighted Area as that term is defined by Section 99.805 R.S.Mo.

6. The conditions described and depicted in the Blight Study as evidence of blight exist as of the date of this affidavit.

7. As demonstrated in the attached calculations related to return on investment, the Redevelopment Project is financially feasible.

8. The Developer will provide a minimum of 15% cash equity investment in the Redevelopment Project. The funds will come from personal accounts or cash on hand of Michael L Seitz as the sole member of West Sunshine Development, LLC

The above statements represent true and accurate assessments to the best of my knowledge, information, and belief.

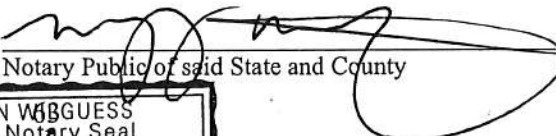
Further, affiant sayeth not.


By: Michael L. Seitz, sole Member of
West Sunshine Development, LLC

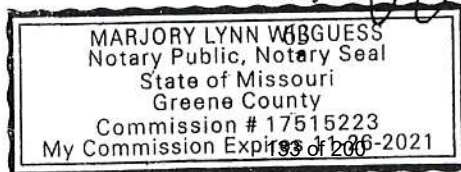
Subscribed and sworn to before me, a Notary Public, on this 10th day of September, 2021.

My Commission Expires:

11/26/21


Notary Public of said State and County

HB: 4812-7644-8227.11



Developer Costs	3,083,073
Reimbursable Project Costs	3,442,667
Total Redevelopment Project Costs	6,525,740

	0	1	2	3	4	5	6	YEAR 7	8	9	10	11	12	13	14	IRR
ROI W/O TIF (EXPENDITURES) AND REVENUES	(3,083,073)	(1,377,067)	(2,065,600)	820,579	820,579	820,579	820,579	820,579							(2,422,845)	-10.406%

	0	1	2	3	4	5	6	YEAR 7	8	9	10	11	12	13	14		
PROJECT (EXPENDITURES) AND REVENUES	(3,083,073)	(1,377,067)	(2,065,600)	820,579	820,579	820,579	820,579	820,579	-	-	-	-				(2,422,845)	2.647%
NET TIF (AND CID) REVENUES (Excluding interest on Reimbursables)*				253,761	278,011	278,011	302,261	326,511	327,481	328,461	329,450	330,450	331,459	332,479	24,332	3,442,667	
ROI WITH TIF (EXPENDITURES) AND REVENUES	(3,083,073)	(1,377,067)	(2,065,600)	1,074,340	1,098,590	1,098,590	1,122,840	1,147,090	327,481	328,461	329,450	330,450	331,459	332,479	24,332		

* TIF Revenue projected to be Reimbursable Project Costs recovered over 12 years plus Net CID Revenue

BRODY CORNERS TIF PLAN

EXHIBIT 14

PROPOSED LAND USES IN REDEVELOPMENT AREA

The proposed use of the property within the redevelopment area is commercial, including retail, restaurant, office, shopping, services and other and general commercial.

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

Between the

CITY OF SPRINGFIELD, MISSOURI

and

WEST SUNSHINE DEVELOPMENT, LLC

dated as of _____, 20__

BRODY CORNERS REDEVELOPMENT AREA

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<u>Exhibit C</u>	Redevelopment Project Costs Budget
<u>Exhibit D-1</u>	Redevelopment Project Schedule
<u>Exhibit D-2</u>	Planned Development Schedule
<u>Exhibit E-1</u>	The Redevelopment Project
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<u>Exhibit F-1</u>	Redevelopment Project Design Standards
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<u>Exhibit G</u>	Form of Certificate of Substantial Completion
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<u>Exhibit J</u>	Description of Pre-Approved Uses
<u>Exhibit K</u>	Transferee Agreement

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

THIS TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the date shown on the cover page hereof, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), and **WEST SUNSHINE DEVELOPMENT, LLC**, a Missouri limited liability company (the “**Site Developer**”) (the City and the Site Developer being sometimes collectively referred to herein as the “**Parties**”). Capitalized terms, unless otherwise defined, shall have the meanings given in Section 1.2 of this Agreement.

RECITALS

The Springfield City Council created the Tax Increment Financing Commission of the City of Springfield, Missouri (the “**TIF Commission**”) by approval of mayoral appointments of members of the TIF Commission and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under the TIF Act. The various Taxing Districts within the Redevelopment Area have appointed members to the TIF Commission in accordance with Section 99.820 of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”).

1. On January 3, 2022, the City published a notice of request for proposals (the “**RFP**”) in the *Springfield News Leader*, which solicited redevelopment proposals from interested persons for the redevelopment of the area located at 5505 West Sunshine Street, Springfield, Missouri, and generally bounded by the James River Freeway and West Sunshine Street to the south, commercial development to the east, residential property to the north, and undeveloped land to the west, containing approximately 26 acres of land, as legally described on **Exhibit B** hereto, which is within the City limits (the “**Redevelopment Area**”).

2. The Site Developer has worked with City staff to submit a proposed tax increment financing plan (the “**Redevelopment Plan**”) for the Redevelopment Area. The Site Developer will construct certain public and private infrastructure improvements in and around the Redevelopment Area (the “**Redevelopment Project**”) to be built in a single redevelopment project area coterminous with the Redevelopment Area (the “**Redevelopment Project Area**”).

3. The Redevelopment Project will facilitate the completion of the Planned Development (as defined in Section 1.2 of this Agreement), which will consist of a mix of commercial uses, including retail, restaurant, office, shopping, services and other general commercial uses.

4. On February 2, 2022, the TIF Commission, after giving all notices required by the TIF Act, opened a public hearing at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the approval of the Redevelopment Project. [**The hearing was concluded on the same day, and the TIF Commission adopted a resolution recommending that the City Council approve the Redevelopment Plan, the Redevelopment Project and the Redevelopment Area.**]

5. After due consideration of the TIF Commission’s recommendations and making each of the findings required by Section 99.810 of the TIF Act, the City Council adopted Ordinance No. _____ on _____, 20__ (the “**Redevelopment Plan Ordinance**”), designating the Redevelopment Area as a blighted area, approving the Redevelopment Plan, designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, appointing the Site Developer as the developer for the Redevelopment Plan, and establishing an account in the City’s Special Allocation Fund for the Redevelopment Project.

6. On _____, 20__, the ordinance to initiate tax increment financing within the Redevelopment Project Area (Bill No. 2022-____) was introduced to the City Council by first reading.

7. On _____, 20__, the City Council adopted Ordinance No. _____, approving the Redevelopment Project and initiating tax increment financing within the Redevelopment Project Area.

8. On _____, 20__, the City Council adopted Ordinance No. _____, approving this Agreement and authorizing the City to execute and enter into this Agreement.

9. The City Council concludes that the redevelopment of the Redevelopment Area as provided for in the Redevelopment Plan will, consistent with the City's *Economic Development Incentives Policy Manual*, further the growth of the City, facilitate the redevelopment of the entire Redevelopment Area (including the Planned Development), improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Redevelopment Area, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.

10. Pursuant to the provisions of the TIF Act and the ordinances referred to above, the City is authorized to enter into this Agreement, to pay Reimbursable Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge TIF Revenues to the payment of Reimbursable Project Costs.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Redevelopment Plan, the Redevelopment Plan Ordinance and the provisions of the TIF Act as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof. In the event of any conflict between the provisions of this Agreement and the Funding Agreement (as defined in Section 1.2 of this Agreement) or any other documents related to the Redevelopment Plan previously prepared or executed, the provisions of this Agreement shall control.

Section 1.2. Definitions. Words and terms not defined elsewhere in this Agreement shall, except as the context otherwise requires, have the following meanings:

“Administrative Costs” means (1) all costs and expenses incurred by the City for planning, legal, financial, administrative and other costs associated with the review, consideration, approval, implementation and administration of the Redevelopment Plan, this Agreement and the Redevelopment Project, including all consultants engaged by the City, and further including all costs incurred by the City the review and processing of documents relating to Private Loans entered into by the Site Developer, including the costs for City's attorneys (including City Attorney and special TIF counsel) and the time of

City staff associated with the Site Developer obtaining any Private Loan, and (2) additional costs imposed on the County Assessor and/or County Collector due to the implementation and administration of the plan, to the extent certified to and approved by the City.

“Adult Store” shall have the meaning assigned in the City’s Zoning Ordinance, Section 36-321, as it may be amended by the City.

“Agreement” means this Tax Increment Financing Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“Applicable Law and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement or decision of or agreement with or by Governmental Authorities.

“Application for Reimbursable Project Costs” means an application in substantially the form attached as **Exhibit H** hereto furnished by the Site Developer to the City evidencing Reimbursable Project Costs incurred by the Site Developer.

“Approved Use” means a Pre-Approved Use or a Specific Approved Use.

“Best Efforts” means actual, reasonable, good faith attempts to accomplish or achieve the required obligation which shall be evidenced by the party taking such action, and proof of such documentation may be requested in writing by the other party to verify that such actual, reasonable, good faith attempts occurred. The failure to provide such documentation upon written request within a reasonable period of time after receipt of such written request, not to exceed twenty (20) business days, shall be deemed noncompliance with such obligation and a breach of this Agreement.

“Building Permit” means a permit for the construction of a structure or improvement as set forth in the City Code of Ordinances, but shall not include a permit required for demolition under the City Code of Ordinances.

“Certificate of Substantial Completion” means a certificate in substantially the form attached as **Exhibit G** hereto furnished by the Site Developer pursuant to Section 5.2 upon the substantial completion of the Redevelopment Project.

“CID” means a community improvement district that is formed in accordance with the CID Act and this Agreement.

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

“CID Revenues” means the revenues generated by the CID as a result of the CID Sales Tax.

“CID Sales Tax” means the sales and use tax imposed by the CID in the amount of one percent.

“City” means the City of Springfield, Missouri.

“City Attorney” means the then current attorney appointed by the City as the City Attorney.

“City Council” means the City Council of the City.

“City Manager” means the City Manager of the City, or his/her designee.

“City SAF Administration Fee” means an amount equal to 2% of the TIF Revenues deposited into the Special Allocation Fund, the Surplus PILOTs deposited in the Surplus PILOTs Account, and the Surplus EATs deposited in the Surplus EATs Account.

“Collection Authority” means the TIF Commission, the City, the County Collector, the Missouri Department of Revenue or any other governmental official or body charged with the collection of Payments in Lieu of Taxes or Economic Activity Taxes.

“Commencement Date” means the day that the ordinance is adopted approving the Redevelopment Project and initiating the collection of TIF Revenues within the Redevelopment Project Area.

“Commencement of Construction” means (1) the Site Developer or End Use Developer, as appropriate, has completed pre-construction engineering and design of the Redevelopment Project, has received necessary licenses and permits and has engaged a contractor to construct the Redevelopment Project or Planned Development, as applicable, (2) has executed a contract for construction of the Redevelopment Project or Planned Development, as applicable, (3) has given notice to proceed under such contract, and (4) physical construction of the Redevelopment Project or Planned Development, as applicable, has begun.

“Completion Date” means the day prior to the 23rd anniversary of the Commencement Date.

“Construction Inspector” means a City employee designated by the City to perform inspections.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Site Developer or End Use Developer, as appropriate, and approved by the City in accordance with this Agreement.

“County” means Greene County, Missouri.

“County Assessor” means the County Assessor of Greene County, Missouri.

“County Collector” means the County Collector of Greene County, Missouri.

“Economic Activity Taxes” means fifty percent (50%) of the “total additional revenue” described as “economic activity taxes” in Section 99.805 of the TIF Act.

“Economic Activity Taxes Account” means the separate segregated account within the Special Allocation Fund into which the Economic Activity Taxes are to be deposited.

“Effective Date” means the date written on the cover page of this Agreement.

“End Use Developer” means a developer or end user to which the Site Developer transfers a portion of the Property in accordance with this Agreement for the purpose of the construction and development of private buildings, structures and improvements that will become the end use of such Property.

“Excusable Delay” means any delay beyond the reasonable control of the party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for a party to comply with a duty or obligation under this Agreement, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Redevelopment Project or Planned Development in accordance with this Agreement, which in fact prevents the party so affected from discharging its respective obligations hereunder.

“Financing Costs” means those reasonable costs, fees and expenses incurred by Site Developer to obtain private financing for the Redevelopment Project and to pay the interest portion of debt service on Private Loans.

“Funding Agreement” means the Preliminary Funding Agreement executed by the City and _____, or its successors or assigns, dated _____, 2021, for the payment of City costs and expenses associated with considering and approving the Redevelopment Plan and drafting and negotiating this Agreement and all related work.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, Building Permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Redevelopment Project and the Planned Development and consistent with the Redevelopment Plan, the Site Plan and this Agreement.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Indemnified Parties” shall have the meaning assigned in Section 6.1.

“Lender” means the holder or holders of any mortgage or deed of trust encumbering all or a portion of the Redevelopment Area or of any pledge of or security interest in any of the stock or other proprietary interests in Site Developer that secures a Private Loan.

“Loan Documents” means the promissory note, loan agreement, deed of trust and any other related documentation reasonably requested by the City that demonstrate the existence of a Private Loan.

“MHTC” means the Missouri Highways and Transportation Commission.

“MoDOT” means the Missouri Department of Transportation.

“Ordinance” means an ordinance adopted by the City Council.

“Owner” means, with respect any portion of the Property, the person or entity that owns fee title to such portion of the Property, and includes End Use Developers with respect to such portions of the Property as are transferred to them.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

“Permitted Subsequent Approvals” means the Building Permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained or which the City or other Governmental Authority has not yet determined to grant on the date that this Agreement is executed.

“PILOT Account” means the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

“Planned Development” means improvements (not including the Redevelopment Project) constructed by the End Use Developers in accordance with the Redevelopment Plan, including facilities providing for retail, restaurant, office, shopping, services and other general commercial improvements that will serve the Redevelopment Area in accordance with Governmental Approvals. The anticipated type of improvements expected to be constructed in connection with the Planned Development are set forth in **Exhibit E-2**.

“Planned Development Schedule” means the schedule for Commencement of Construction of the Planned Development set forth in **Exhibit D-2**.

“Pre-Approved Use” means the uses described on **Exhibit J**.

“Private Loan” means any loan or indebtedness incurred by the Site Developer or any other private entity or individual to pay for Reimbursable Project Costs incurred or estimated to be incurred, to carry out the Redevelopment Project, to finance origination costs of such Private Loan, to establish debt service reserves, to fund capitalized interest associated with such Private Loan, or to refund or refinance any such outstanding Private Loan.

“Project Ordinance” means the Ordinance that approves the Redevelopment Project and activates the collection of TIF Revenues within the Redevelopment Project Area.

“Property” means all of the real property and improvements located within the boundaries of the Redevelopment Area as legally described in **Exhibit B**.

“Public Redevelopment Project Improvements” means that portion of the Redevelopment Project which consists of improvements in public rights-of-way or public easements which are dedicated to, owned and maintained by a public entity, including the City, County, CID, MoDOT or the MHTC, the cost of which is estimated in the Redevelopment Project Costs Budget under the “Reimbursable Project Costs” column.

“Public Works Director” means the person employed by the City as the Director of the Public Works Department, or his or her designee.

“Redevelopment Area” means the area legally described in **Exhibit B** and designated as the Redevelopment Area by the Redevelopment Plan Ordinance.

“Redevelopment Plan” means the plan entitled “*Brody Corners Tax Increment Financing Plan*,” as approved by the Redevelopment Plan Ordinance, as such plan may be amended from time to time by the City in accordance with the TIF Act.

“Redevelopment Plan Ordinance” means Ordinance No. _____, adopted by the City Council on _____, 20____, which made certain findings, approved the Redevelopment Plan and took other actions related to the Redevelopment Plan.

“Redevelopment Project” means the improvements described as such in the Redevelopment Plan and on **Exhibit E–1** to this Agreement, to be constructed by or at the direction of the Site Developer in the Redevelopment Area pursuant to this Agreement.

“Redevelopment Project Area” means the area selected for the Redevelopment Project. The legal description of each Redevelopment Project Area is set forth in **Exhibit B**.

“Redevelopment Project Costs” means the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with the Redevelopment Project, and any such costs incidental to the Redevelopment Plan or the Redevelopment Project, as applicable. Such costs include, but are not limited to, the following:

- (1) Costs of studies, surveys, plans and specifications;
- (2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial planning or special services;
- (3) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
- (4) Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;
- (5) Costs of construction of public works or the Public Redevelopment Project Improvements;
- (6) Financing Costs;
- (7) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law;
- (8) Payments in Lieu of Taxes; and
- (9) Administrative Costs.

“Redevelopment Project Costs Budget” means the budget set forth in **Exhibit C**.

“Redevelopment Project Schedule” means the schedule for design and construction of the Redevelopment Project as set forth in **Exhibit D–1**.

“Reimbursable Project Costs” means those costs which are incurred by the City or the Site Developer, before or after the date of this Agreement, including Financing Costs, Administrative Costs and the costs of such Public Redevelopment Project Improvements as are set forth in the Redevelopment Project Costs Budget (attached as **Exhibit C**) under the “Reimbursable Project Costs” column, which may be authorized for reimbursement in accordance with this Agreement.

“Reimbursable Project Costs Cap” means \$3,442,677 plus all Administrative Costs, all actual amounts incurred pursuant to Section 6.1.E (indemnification by Site Developer) and Section 8.6 (actions contesting the Redevelopment Plan) and amounts incurred pursuant to Section 3.1.B (interest on Reimbursable Project Costs); *provided that*, Financing Costs are subject to the Reimbursable Project Costs

Cap; and further provided that, the Reimbursable Project Costs Cap shall be reduced on a dollar for dollar basis by any amounts paid to the Site Developer by the CID for CID-eligible project costs.

“Reimbursement Interest Rate” means (1) the rate of 4.75% per annum to and including December 31, 2022, and (2) from each January 1, starting on January 1, 2023, to and including December 31 of each such year, the rate that is equal to the prime rate (as reported for such January 1 by the *Wall Street Journal*, or if the *Wall Street Journal* no longer publishes a prime rate at such time, by a publication deemed to be a reasonable successor to the *Wall Street Journal* by the City; provided that if no such rate is reported by such an entity for January 1, the rate used shall be the rate most recently published by such entity) plus 1.5%, provided that the rate so calculated shall not exceed 6.0%.

“RSMo” means the Revised Statutes of Missouri, as amended.

“Site Developer” means West Sunshine Development, LLC, or its successors or assigns in interest pursuant to any assignment under Section 6.3.

“Site Developer Advance” means funds, including the proceeds of Private Loans, used by the Site Developer or an affiliate of the Site Developer to pay Reimbursable Project Costs.

“Site Plan” means, as the context requires, (1) the final site plan(s) for the Redevelopment Project submitted by the Site Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City code provisions, and as amended from time to time by the City, or (2) the final site plan(s) for the Planned Development submitted by an End Use Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City code provisions, and as amended from time to time by the City.

“Special Allocation Fund” means the fund, including any accounts and subaccounts created therein, into which TIF Revenues are deposited, as required by the TIF Act and this Agreement.

“Specific Approved Use” means use that does not qualify as a Pre-Approved Use but that has been specifically approved for a particular portion of the Redevelopment Area by written consent of the City pursuant to Section 5.8.

“Surplus EATs” means all Economic Activity Taxes declared as surplus in accordance with this Agreement.

“Surplus EATs Account” means the separated segregated account of the Special Allocation Fund into which the Surplus EATs are deposited prior to distribution to the Taxing Districts.

“Surplus PILOTs” means (1) 25% of the Payments in Lieu of Taxes which are returned to the Taxing Districts that actually levy real property taxes within the Redevelopment Area in accordance with Section 4.4 of this Agreement, and (2) all Payments in Lieu of Taxes declared as surplus pursuant to Section 5.9.

“Surplus PILOTs Account” means the separated segregated account of the Special Allocation Fund into which the Surplus PILOTs are deposited by the City and/or deemed deposited by the County prior to distribution to the Taxing Districts.

“Taxing District” means any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy real property taxes.

“Tenant” shall mean all lessees, purchasers and transferees of any portion of the Property.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, of the Revised Statutes of Missouri, as amended.

“TIF Commission” means the Tax Increment Financing Commission of the City of Springfield, Missouri, as constituted for review of the Redevelopment Plan.

“TIF Revenues” means Payments In Lieu of Taxes and Economic Activity Taxes.

“Total Initial Equalized Assessed Value” means that amount certified by the County Assessor which equals the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of Property within each Redevelopment Project Area immediately after tax increment financing for such Redevelopment Project Area has been approved by the Project Ordinance.

“Work” means all work necessary to prepare the Property and applicable rights-of-way and public easement areas and to construct the Redevelopment Project or the Planned Development, as applicable.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The City has full statutory, constitutional and lawful right, power and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of the City’s knowledge, there is no litigation or proceeding pending against the City with respect to the Redevelopment Plan or this Agreement. In addition, to the best of the City’s knowledge, there is no other litigation or proceeding that is pending against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

E. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

Section 2.2. Representations of the Site Developer. The Site Developer makes the following representations and warranties, which are true and correct on the date hereof:

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

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of the Site Developer's actual knowledge, there is no litigation, proceeding or investigation pending or threatened against the Site Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Site Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Site Developer, of the terms and provisions of this Agreement.

D. No Material Change. (1) The Site Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Site Developer, which could affect the Site Developer's ability to perform its obligations pursuant to this Agreement from that shown in any financial information provided by the Site Developer to the City prior to the execution of this Agreement.

E. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Site Developer of this Agreement other than Permitted Subsequent Approvals.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Site Developer under this Agreement, or any other material agreement or material instrument to which the Site Developer is a party or by which the Site Developer is or may be bound.

G. Approvals. Except for Permitted Subsequent Approvals, the Site Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Site Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire and construct the Redevelopment Project. The Site Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

H. Construction Permits. Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to acquire and construct the Redevelopment Project have

been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Site Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Redevelopment Project to be constructed.

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

J. Other Disclosures. The information furnished to the City by the Site Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

K. Sufficiency of Redevelopment Area. The Site Developer represents and warrants that the Redevelopment Area is sufficient to construct the Redevelopment Project and the Planned Development as contemplated in the Redevelopment Plan and this Agreement.

Section 2.3. Site Developer Deliverables after the Effective Date of this Agreement. Within 30 days after the Effective Date of this Agreement, Site Developer shall furnish the City with the following, to the extent not already provided to the City:

A. a copy of the Site Developer's Articles of Organization certified by the Secretary of State of the State of Missouri; and

B. a certificate of good standing of the Site Developer in the State of Missouri.

No payments from TIF Revenues shall be made to Site Developer until the requirements of this Section have been satisfied.

Section 2.4. Site Developer to Advance Costs. The Site Developer agrees to advance and pay, or to cause others to advance and pay, for all Redevelopment Project Costs necessary to acquire the Property and to complete the Redevelopment Project, all subject to the Site Developer's right to terminate this Agreement as set forth in Section 7.8.

Section 2.5. Funding of Administrative Costs.

A. Termination of Funding Agreement. Pursuant to the Funding Agreement, Site Developer has previously advanced certain funds for Administrative Costs. Within thirty (30) days after execution of this Agreement, the City shall submit final invoices which will be paid by Site Developer, along with the payment of any other outstanding invoices, pursuant to the terms of the Funding Agreement. After final payment of all outstanding invoices is made by Site Developer under the Funding Agreement, the Funding Agreement shall be terminated, and any funds remaining on deposit with the City pursuant to the Funding Agreement shall be used by the City in accordance with paragraph B of this Section and shall be treated as a Reimbursable Project Cost to Site Developer.

B. Initial Deposit. In addition to the Administrative Costs paid under the Funding Agreement, the City shall also be reimbursed for all Administrative Costs incurred in connection with the Redevelopment Plan, the Redevelopment Project and this Agreement incurred during the term of this Agreement. Upon execution of this Agreement, the City shall deposit such funds remaining on deposit

with the City pursuant to the Funding Agreement in a separate, segregated account of the City (the “**Advanced Funds Account**”), and, if such amount is less than \$5,000, then Site Developer shall make a payment to the City (all amounts in the Advanced Funds Account are the “**Advanced Funds**”) so that the initial amount on deposit in the Advanced Funds Account, together with any funds remaining from the Funding Agreement, is \$5,000.

C. Operation of the Advanced Funds Account. The City may invest the Advanced Funds in the same manner as other funds of the City are invested, and interest earnings shall remain in the Advanced Funds Account. All Advanced Funds shall be used to pay Administrative Costs. The City shall submit to the Site Developer an itemized statement of actual payments made from the Advanced Funds Account for such expenses on a regular periodic basis, but no more often than monthly and no less often than quarterly. The Site Developer shall advance to the City the amounts set forth on such statements within thirty days after receipt thereof, which shall be deposited in the Advanced Funds Account so that the balance of the Advanced Funds Account remains at \$5,000, and this arrangement shall continue until there are sufficient funds in the Special Allocation Fund to implement paragraph D of this Section.

D. Future Administrative Costs on a Pay As You Go Basis. When sufficient funds are available in the Special Allocation Fund, the City (i) will withdraw from the Special Allocation Fund an annual amount of \$1,000 (which annual amount shall, starting in January 2023 and in each succeeding January thereafter, be increased by 2%) for routine annual Administrative Costs, and (ii) may withdraw from the Special Allocation Fund to pay additional Administrative Costs on an as-needed basis an additional amount not to exceed \$20,000 in any calendar year. After the terms of this paragraph are being implemented, if Administrative Costs in any year exceed the amount available in the Special Allocation Fund during such year, the unpaid portion of such Administrative Costs shall carry over to the next or any subsequent years until paid in full. In the event that Site Developer proposes an amendment to the Redevelopment Plan, or proposes significant revisions to this Agreement, which require the City to incur costs and expenses that are in addition to Administrative Costs, the City may require Site Developer to execute a separate funding agreement to cover the City’s costs and expenses associated with processing and considering such proposal by Site Developer.

Section 2.6. Site Developer’s Ownership of the Redevelopment Area. At the time that this Agreement is executed, Site Developer represents that it owns or is in the process of acquiring fee simple title to all of the Property. The Parties agree that condemnation is not needed to acquire any portion of the Property.

Section 2.7. Site Developer as Developer of Record and Development Rights. The City hereby selects the Site Developer to acquire and construct the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement. For the purpose of implementing the Redevelopment Plan and this Agreement, the City hereby grants to the Site Developer exclusive redevelopment rights over the Redevelopment Area under the TIF Act, subject to and in accordance with the terms and conditions of this Agreement.

ARTICLE III. REIMBURSEMENT OF SITE DEVELOPER COSTS

Section 3.1. Site Developer Reimbursement.

A. Obligation to Reimburse Site Developer. Subject to the terms and conditions of this Agreement, the City shall reimburse the Site Developer from TIF Revenues for all certified Reimbursable Project Costs in an amount not to exceed the Reimbursable Project Costs Cap, which shall be paid in the order of priority set forth in Section 4.8, until all funds have been disbursed from the Special Allocation Fund following the Completion Date. Tax increment financing shall remain active within the

Redevelopment Project Area until the Completion Date, and the collection of TIF Revenues the Redevelopment Project Area shall cease on the Completion Date. Only the TIF Revenues on deposit in the Special Allocation Fund on the Completion Date shall be made available for reimbursement to the Site Developer following the Completion Date. Any Reimbursable Project Costs that have not been reimbursed with funds on deposit in the Special Allocation Fund through the Completion Date shall remain unreimbursed and the City shall have no obligation to provide reimbursement for such costs. Subject to the conditions and restrictions of this Agreement, the City agrees to reimburse the Site Developer for the certified Reimbursable Project Costs for those categories of expenses as set forth in the Redevelopment Project Costs Budget under the “Reimbursable Project Costs” column. The amounts provided as reimbursement for any line-item of costs in the “Reimbursable Project Costs” column may exceed the amounts for each such line-item set forth in the Redevelopment Project Costs Budget; *provided that* (1) the amounts certified as Reimbursable Project Costs for the line-items designated as “Soft Costs” and “Financing Costs” shall not exceed the amounts shown for such line-items in the “Reimbursable Project Costs” column without the prior consent of the City, to be granted in the sole discretion of the City, (2) the amounts certified as Reimbursable Project Costs for any line-item shall not exceed 110% of the amount shown for such line-item in the “Reimbursable Project Costs” column without the prior consent of the City, to be granted in the sole discretion of the City, (3) no line item in the “Reimbursable Project Costs” column for which a zero value is shown shall be the basis for any Reimbursable Project Costs, and (4) the total reimbursement to the Site Developer for all costs shall not exceed the Reimbursable Project Costs Cap. Reimbursement from TIF Revenues shall occur as TIF Revenues become available in the Special Allocation Fund, and disbursements from the Special Allocation Fund shall be made on a quarterly basis. The City shall have no obligation to reimburse Site Developer until funds are available in the Special Allocation Fund. In order to receive reimbursement, the Site Developer shall submit an Application for Reimbursable Project Costs in substantial compliance with **Exhibit H** for all costs for which the Site Developer seeks reimbursement. The City will not provide reimbursement to Site Developer for any cost that is not a “redevelopment project cost” under Section 99.805(15) of the TIF Act.

B. Interest on Reimbursable Project Costs. Reimbursable Project Costs which have been certified by the City through an approved Application for Reimbursable Project Costs in accordance with this Agreement shall accrue simple interest at the Reimbursement Interest Rate starting on the day that the City approves such application in accordance with Section 3.2 until the principal amount of such certified Reimbursable Project Costs are paid, or until this Agreement is terminated following the Completion Date or is otherwise terminated as provided herein. Interest due on certified Reimbursable Project Costs shall be calculated on a monthly basis, and the Reimbursement Interest Rate shall be applied to the outstanding principal amount of certified Reimbursable Project Costs for that month. TIF Revenue distributed to pay Reimbursable Project Costs shall be applied first to accrued and unpaid interest, then to principal. Unpaid interest shall accrue but shall not be compounded.

C. City Recordkeeping. The City may select and engage the services of a qualified third party to administer the collection and payment of TIF Revenues in accordance with this Agreement, which may include tracking and administering the Reimbursement Interest Rate as provided in this Section. All costs and expenses incurred by the City for such services shall be paid and reimbursed to the City as Administrative Costs.

D. Limit on Interest. Except as described in this Section 3.1, no amounts representing interest on Reimbursable Project Costs will be paid under this Agreement. Financing Costs may be submitted and certified as Reimbursable Project Costs by the Site Developer, in accordance with Section 3.2, provided that Loan Documents and other information reasonably requested by the City and sufficient to establish the amount of Financing Costs actually paid is submitted in accordance with Section 3.2.

Section 3.2. Reimbursement Process.

A. All requests for reimbursement of Reimbursable Project Costs shall be made on an Application for Reimbursable Project Costs in substantial compliance with **Exhibit H**. No person other than Site Developer may submit an Application for Reimbursable Project Costs, and any invoices, bills or claims by contractors, engineers, professionals or other service providers who have performed work or provided goods or services to Site Developer in furtherance of the Redevelopment Plan which are Reimbursable Project Costs must receive payment from Site Developer before such amounts may be submitted to the City for reimbursement in accordance with this Section, unless Site Developer expressly authorizes in writing payment directly to a contractor or service provider as a Reimbursable Project Cost and the contractor or service provider submits lien waivers for the Work performed, if applicable to such Work, at the time of such reimbursement request. The Site Developer shall, at the City's request, provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify.

B. The Parties agree that the categories of expenses and amounts associated with each category as set forth in the "Reimbursable Project Costs" column of the Redevelopment Project Costs Budget, to the extent actually incurred by Site Developer for the Redevelopment Project and certified by the City, up to the total Reimbursable Project Costs Cap, constitute Reimbursable Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement.

C. The Site Developer may submit an Application for Reimbursable Project Costs to the City not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursable Project Costs within thirty (30) days after the submission thereof. If the City determines that any cost identified as a Reimbursable Project Cost is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act or otherwise does not qualify for reimbursement under this Agreement, the City shall so notify the Site Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Site Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement. The City may also request such additional information from Site Developer as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Site Developer to respond to such request by the City. If the City does not reject the Application, identify ineligible costs or request additional information from Site Developer within the 30-day response period, such Application will be deemed approved by the City.

D. Regardless of whether Reimbursable Project Costs are financed by more than one Private Loan, or by one or more Private Loans and one or more Site Developer Advances, that are outstanding at the same time, the City shall send reimbursement payments (including all amounts applicable to principal and interest payments for certified Reimbursable Project Costs) to only one person or one bank account as directed by Site Developer pursuant to this Agreement, and Site Developer shall be responsible for disbursing such amounts among any parties that hold a security interest or other rights or claims to such TIF Revenues. The City shall not send reimbursement payments to more than one person or one bank account, regardless of the number of Private Loans and Site Developer Advances that are made in connection with any and all Reimbursable Project Costs, and regardless of the number of financings or refinancings that may occur for Private Loans that fund Reimbursable Project Costs.

E. In the event that there is any dispute between Site Developer and one or more third parties, or among two or more third parties, regarding the right to receive payments from TIF Revenues, the City may withhold the payment of all TIF Revenues until such dispute is resolved and City is provided with the written statement signed by the Site Developer and such third parties involved in such dispute advising that

the dispute has been resolved (a “**Disbursement Right Resolution Notice**”). In the event that the City does not receive a Disbursement Right Resolution Notice within sixty (60) days after the date that the City was required to make a disbursement of TIF Revenues in accordance with this Agreement but declined to do so in the exercise of its rights under the first sentence of this paragraph E, then within thirty (30) days after the end of such sixty (60) day period, the City shall transfer such funds into the trust of the County Circuit Court and request an order from the Circuit Court that seeks to have the dispute resolved by the Court among the parties who claim an interest in such funds. All costs incurred by the City to seek and receive such Circuit Court order shall be funded and paid as Administrative Costs under this Agreement and shall be reimbursed to the City in addition to the amounts allowed under the Administrative Costs cap that is set forth in Section 2.5 hereof.

Section 3.3. Limitation on Source of Funds for Reimbursement. Notwithstanding any other term or provision of this Agreement, Reimbursable Project Costs are payable only from the Special Allocation Fund and from no other source. In no event will the City appropriate funds from the City’s general fund or from any fund other than the Special Allocation Fund to pay for Reimbursable Project Costs. The City shall have no obligation to make any payment to the Site Developer under this Agreement from any source of funds collected or maintained by the City other than TIF Revenues.

Section 3.4. Retainage Account. The City shall be entitled to withhold payment of 10% of all TIF Revenues that are available for payment to Site Developer from the Special Allocation Fund until a Certificate of Substantial Completion has been approved by the City for the Redevelopment Project. Interest shall accrue on the Reimbursable Project Costs to be reimbursed with funds in the retainage account as set forth in Section 3.1, until such funds are released from the retainage account.

ARTICLE IV. TAX INCREMENT FINANCING

Section 4.1. Redevelopment Area and Redevelopment Project.

A. The Redevelopment Area is legally described in **Exhibit B**. The Redevelopment Area will be developed in a single Redevelopment Project Area, which is also legally described in **Exhibit B**.

B. Subject to the terms and conditions of the Redevelopment Plan and this Agreement, the Site Developer shall construct or cause to be constructed the Redevelopment Project as set forth in **Exhibit E-1**.

C. Site Developer agrees to construct or cause to be constructed the Redevelopment Project in accordance with the schedule set out on **Exhibit D-1**. The City acknowledges and agrees that the Redevelopment Project benefits and is necessary for the development of the Redevelopment Area as a whole, and TIF Revenues that are collected within the Redevelopment Project Area will be made available in accordance with the terms and conditions of this Agreement to provide reimbursement for the cost of the portion of the Public Redevelopment Project Improvements shown in the Redevelopment Project Costs Budget under the “Reimbursable Project Costs” column.

Section 4.2. Redevelopment Project Costs Budget. The Redevelopment Project shall be constructed in accordance with the Redevelopment Project Costs Budget, which contains estimated costs based on Site Developer’s knowledge of the Redevelopment Project and prevailing costs and expenses on the effective date of this Agreement. The actual costs for implementing the Redevelopment Project may vary depending on market factors and related conditions, and reimbursement for each category of costs may be adjusted as set forth in Section 3.1(A).

Section 4.3. Removal of Blight in the Redevelopment Area. The Redevelopment Area as a whole has been declared by the City Council to be a “blighted area,” as that term is defined in the TIF Act, and is detrimental to the public health, safety and welfare because of the several influences that cause the Redevelopment Area to be a blighted area, as set forth in the Redevelopment Plan and the Redevelopment Plan Ordinance. By construction of the Redevelopment Project, the Site Developer shall clear the blighting influences, or eliminate the physical blight existing in the Redevelopment Area, or make adequate provisions reasonably satisfactory to the City for the clearance of such blighting influences.

Section 4.4. Payments in Lieu of Taxes.

A. Initiation of Payment Obligations. Pursuant to the provisions of the Redevelopment Plan and the TIF Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by Ordinance for the Redevelopment Project Area, the Property in the Redevelopment Project Area is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due when property taxes are due. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against each Owner of property in the Redevelopment Project Area.

B. Enforcement of Payments. Failure to pay Payments in Lieu of Taxes as to any portion of the Property in a Redevelopment Project Area shall entitle any Collection Authority to proceed against such Property in the Redevelopment Project Area as in other delinquent property tax cases or otherwise as permitted at law or in equity, and such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to insure the timely payment of all such sums, including the initiation of appropriate lawsuits for such unpaid taxes; provided, however, that the failure of any Property in the Redevelopment Project Area to yield sufficient Payments in Lieu of Taxes because the increase in the current equalized assessed value of such Property is or was not as great as expected, shall not by itself constitute a breach or default. The City shall use all reasonable and diligent efforts to notify the County Collector and all other appropriate officials and persons and seek to fully implement the Payments in Lieu of Taxes and reimbursements of Reimbursable Project Costs as provided in this Agreement and in the Redevelopment Plan.

C. Limitation on Protesting Tax Assessments. Owner agrees that annual tax assessments (including Payments in Lieu of Taxes) on the Property shall not be formally or informally protested or contested if such assessments are based on an assessed valuation equal to or less than 110% of the assessed value for the prior year, plus the value of any new construction being assessed for the first time in the then-current year (the “**Agreed-Upon Reasonable Value**”). In the event that any tax assessment is greater than the Agreed-Upon Reasonable Value and the Owner elects to formally or informally protest the tax assessment, Owner shall not protest, contest or seek in any manner to have the assessment reduced to an amount that is less than the Agreed-Upon Reasonable Value. Subdivision of the Property in a manner that produces parcels of a different size or configuration than as set forth in the Redevelopment Plan shall not alter, affect or eliminate the limitation set forth in this paragraph, and this obligation shall be binding on all successors on the property in accordance with Section 6.4 and Section 6.8, provided that the land value component of the Agreed-Upon Reasonable Value for any such subdivision of the Property shall be determined on the basis of acreage and the new construction component of the Agreed-Upon Reasonable Value for any such subdivision of the Property shall include such new construction as is located on such subdivision of the Property.

D. Release of Liens. Notwithstanding anything to the contrary herein, the lien on any portion of the Property within the Redevelopment Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by the Owner, effective upon the passage of an Ordinance by the City approving the same, and (2) subordinated to the lot lines, utility easements and other similar

matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of an Ordinance by the City as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

E. Surplus PILOTs. No more than seventy-five percent (75%) of the Payments in Lieu of Taxes shall be used to pay Reimbursable Project Costs. In accordance with the Redevelopment Plan, the remaining twenty-five percent (25%) of the Payments in Lieu of Taxes collected is hereby declared as surplus by the City, in accordance with the Redevelopment Plan. Such declaration of surplus shall continue at a level of twenty-five percent (25%) throughout the entire term of the Redevelopment Plan and this Agreement. Any Surplus PILOTs received by the City shall be placed in the Surplus PILOTs Account of the Special Allocation Fund and distributed in accordance with this paragraph, less the City SAF Administration Fee attributable to such Surplus PILOTs. The City shall, or, if an agreement between the City and County has been executed for such purpose then the County Collector shall on behalf of the City, pay such Surplus PILOTs to the appropriate Taxing Districts affected by the Redevelopment Project as provided in the TIF Act. Such declaration of Surplus PILOTs may not be modified by any subsequent agreement, contract, indenture, or other legal document and any attempted modification shall be void and have no effect on the amount of Surplus PILOTs distributed to the appropriate Taxing Districts.

F. Certification of Base for Payments in Lieu of Taxes. Within ninety (90) days after the adoption of the Project Ordinance, the City shall use Best Efforts to provide to the Site Developer a certification of the County Assessor's calculation of the Total Initial Equalized Assessed Value of the taxable real property within the Redevelopment Project Area based upon the most equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Redevelopment Project Area.

Section 4.5. Economic Activity Taxes.

A. Initiation of Payment Obligations. In addition to the Payments In Lieu of Taxes described above, and pursuant to Section 99.845 of the TIF Act, from and after the Commencement Date the Economic Activity Taxes shall be allocated to, and paid by the collecting officer to the designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund for the purpose of application pursuant to this Agreement.

B. Accounting. The City shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Taxes Account in the Special Allocation Fund, to be utilized and expended in accordance with the TIF Act, the Redevelopment Plan and this Agreement.

C. Documentation of Economic Activity Taxes.

1. The Owner, its successors and assigns shall use Best Efforts to impose a requirement on all Tenants to provide to the City documentation of Missouri Sales Tax receipts and filings for each business in the Redevelopment Area, indicating the type and amount of the Economic Activity Taxes paid by each such business located within the Redevelopment Area. The Owner hereby agrees, to the extent practicable, that each lease shall provide that the City is an intended third-party beneficiary of such requirement and the City has a separate and independent right to enforce such requirement directly against any such Tenant. This obligation shall be a covenant running with the land and shall be enforceable against the Owner, to the extent Owner continues to own Property within the Redevelopment Area, and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or other transferee or possessor were originally a party to and bound by this Agreement and shall only terminate upon the passage of an Ordinance terminating the Redevelopment Plan pursuant to the terms contained herein.

2. The City and the Owner agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. Owner shall annually provide records on utility taxes to allow the City to annually appropriate utility taxes, and the City shall have no obligation to annually appropriate utility taxes unless such records are provided by Owner.

D. Surplus EATs. Any Surplus EATs received by the City shall be placed in the Surplus EATs Account of the Special Allocation Fund and distributed in accordance with this paragraph, less the City SAF Administration Fee attributable to such Surplus EATs. The City shall pay such Surplus EATs to the appropriate Taxing Districts affected by the Redevelopment Project as provided in the TIF Act. In lieu of collecting and paying any Surplus EATs to the Taxing Districts, the City may elect not to bill such Taxing Districts for the amount of the Surplus EATs.

E. Certification of Base for Economic Activity Taxes. Within ninety (90) days after adoption of the Project Ordinance, the City shall use Best Efforts to provide to the Site Developer a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the Redevelopment Area for the preceding calendar year, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

F. Relocation to Redevelopment Area. If a retail establishment relocates from a location within the City to a location within the Redevelopment Area within two years of closing the original location, the Economic Activity Taxes generated by such retail establishment are hereby declared as surplus and shall be deposited in the Surplus EATs Account. The Site Developer may request a waiver of this provision for special circumstances (including, for instance, if the original location is reopened within the two-year period by the same operator as a substantially similar business, so that the result is a substantial net gain in retail sales in the City) by written request to the City, which waiver shall be granted in the sole discretion of the City. The City shall, within thirty (30) days following receipt of such request, provide either approval or rejection of such written request. The request shall be deemed approved by the City if no response is given prior to the end of such 30-day period.

Section 4.6. Obligation to Report Maximum Sales Tax Revenue. To the fullest extent permitted by law, the Owner shall use all reasonable efforts to cause any Tenant to designate sales subject to sales taxes pursuant to Chapter 144, RSMo to be reported as originating from the Redevelopment Project Area. The Owner shall cause such obligation to be a covenant running with the land and such covenant shall be enforceable as if such Tenant were originally a party to and bound by this Agreement.

Section 4.7. Special Allocation Fund. The City has established and shall maintain the Special Allocation Fund which shall contain the following separate segregated accounts, into which the following deposits shall be made: (1) Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund; (2) Economic Activity Taxes, subject to annual appropriation by the City, shall be deposited into the Economic Activity Taxes Account within the Special Allocation Fund; (3) Surplus PILOTs received by the City shall be deposited in the Surplus PILOTs Account of the Special Allocation Fund; (4) Surplus EATs received by the City shall be deposited in the Surplus EATs Account of the Special Allocation Fund; and (5) any other amounts shall be deposited into such other accounts or sub-accounts as are required by this Agreement or as the City's financial advisor may deem appropriate in connection with the administration of the Special Allocation Fund.

Section 4.8. Disbursements from Special Allocation Fund. All disbursements from the PILOT Account and the Economic Activity Taxes Account will be made from such accounts in such order as the City shall determine. Such disbursements shall be paid out for the following purposes in the following order of priority:

1. Payment of the City SAF Administration Fee;
2. Payment of Administrative Costs;
3. Payment of any costs of the City incurred pursuant to Section 8.6 (actions contesting the Redevelopment Plan) that have not previously been reimbursed to the City by the Site Developer;
4. Payment of the actual amounts incurred by the Site Developer or reimbursed to the City by the Site Developer pursuant to Section 8.6 (actions contesting the Redevelopment Plan);
5. Payment of the actual amounts incurred by the Site Developer pursuant to Section 6.1(E) (indemnification by Site Developer);
6. Payment of the accrued interest on Site Developer's certified Reimbursable Project Costs; and
7. Payment of the principal of Site Developer's certified Reimbursable Project Costs, subject to the withholding as set forth in Section 3.4.

Section 4.9. Full Assessment.

A. Redevelopment Area. After (i) all Reimbursable Project Costs have been paid in full, or (ii) all funds in the Special Allocation Fund have been disbursed following the Completion Date, whichever occurs first, all property in the Redevelopment Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor, and the Redevelopment Area shall be free from the conditions, restrictions and provisions of: (1) the TIF Act; (2) any rules or regulations adopted pursuant to the TIF Act; (3) the Redevelopment Plan Ordinance; (4) the Redevelopment Plan; and (5) the provisions of this Agreement.

B. Completion of Redevelopment Plan. Upon the payment of all Reimbursable Project Costs, or after all TIF Revenues have been disbursed from the Special Allocation Fund following the Completion Date pursuant to Sections 99.845 and 99.850 of the TIF Act, the City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a "redevelopment area" under the TIF Act. Thereafter the rates of the Taxing Districts shall be extended and taxes levied, collected and distributed in the manner applicable in the absence of the adoption of tax increment financing.

ARTICLE V. IMPLEMENTATION OF THE REDEVELOPMENT PROJECT AND THE PLANNED DEVELOPMENT; SPECIAL DISTRICTS

Section 5.1. Redevelopment Project: Schedule, Demolition, Design and Construction.

A. Redevelopment Project Schedule and Plan of Financing. Site Developer agrees to construct or cause to be constructed the Redevelopment Project in accordance with the Redevelopment

Project Schedule set out on **Exhibit D–1**. Site Developer shall not be in default for failure to comply with the Redevelopment Project Schedule caused by Excusable Delay. All costs of the Redevelopment Project shall be paid or financed by Site Developer from Private Loans or cash equity supplied by Site Developer, and Site Developer acknowledges that the City does not plan to issue bonds, notes or any other type of “obligations” (as defined in the TIF Act), or participate in the issuance by any third party of any obligations, to fund any of the Reimbursable Project Costs.

B. Construction Plan Approval. The Site Developer shall submit to the City the Construction Plans for the Redevelopment Project after approval of the Site Plan by the City. Construction Plans may be submitted in phases or stages. The Construction Plans shall incorporate the Design Standards as described in paragraph C of this Section. The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Redevelopment Project shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance bonds, labor and material payment bonds and maintenance bonds required for the Redevelopment Project. The Site Developer shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Redevelopment Plan and this Agreement.

C. Design. The Site Developer shall comply with and follow the design criteria relating to public infrastructure improvements substantially as set forth in **Exhibit F–1** (the “**Redevelopment Project Design Standards**”).

D. Apportioned Costs. Certain items in the “Reimbursable Project Costs” column of the Redevelopment Project Costs Budget are allocated between “Reimbursable Project Costs” and costs which are not reimbursable from TIF Revenues. The Parties acknowledge that the City’s intention of providing TIF funding through the Redevelopment Plan is for the purpose of funding only the Public Redevelopment Project Improvements shown in the “Reimbursable Project Costs” column of the Redevelopment Project Costs Budget. As a condition to receiving certification of costs for line-items “Excavation,” “Landscape,” “General conditions & Mobilization,” and “Soft costs,” Site Developer shall cause its engineer to certify the portion of such costs which are primarily attributable to and necessary for the Public Redevelopment Project Improvements. The City’s review and approval of such costs as Reimbursable Project Costs and the certification provided by Site Developer’s engineer shall be subject to the review and certification procedures set forth in Section 3.2.

E. Construction. Absent an event of Excusable Delay, the Site Developer shall commence or cause the commencement of the construction of the Redevelopment Project and complete the Redevelopment Project in a good and workmanlike manner in accordance with the Redevelopment Project Schedule set out on **Exhibit D–1**. Upon reasonable advance notice, the Site Developer and its project team shall meet with the City to review and discuss the design and construction of the Redevelopment Project in order to enable the City to monitor the status of construction and to determine that the Redevelopment Project is being performed and completed in accordance with this Agreement. The Parties recognize and agree that market and other conditions may affect the scope of work of the Redevelopment Project. Therefore, the scope of work within the Redevelopment Project is subject to change and/or modification, with the prior consent of the City, which shall not be unreasonably withheld.

F. Periodic Review and Reports. Until the Redevelopment Project is fully constructed, Site Developer shall provide a written report to the City on a semi-annual basis which contains the following information: the general status of the Redevelopment Project; an updated construction schedule and configuration of the Redevelopment Project; a summary of all publicly announced Tenants and

developments for the Redevelopment Area; the status of current construction; a summary of pending construction; and any other relevant information which provides the City with notice about pending Tenants and the status of the development. At the request of the City after the Redevelopment Project is fully constructed, the Site Developer agrees to provide to the City a report regarding the status of the Redevelopment Project, including the information described in this paragraph.

G. Continuation and Completion. Subject to Excusable Delay, once the Site Developer has commenced construction of the Redevelopment Project, the Site Developer shall not permit cessation of work on the Redevelopment Project for a period in excess of twenty (20) consecutive days or fifty (50) days in the aggregate without prior written consent from the City.

H. Construction Contracts and Insurance. The Site Developer, or others at the direction of Site Developer, may enter into one or more construction contracts to complete the Work. Prior to the Commencement of Construction of the Work, the Site Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts required by the City and as provided in Section 6.2 and shall deliver evidence of such insurance to the City. The Site Developer shall require that the insurance required hereunder is maintained by any such contractor for the duration of the construction of the Work.

I. Prevailing Wages. The Site Developer shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Site Developer, as applicable. Site Developer shall indemnify and hold harmless the City for any damage resulting to it from failure of either the Site Developer or any contractor or subcontractor of the Site Developer to pay prevailing wages pursuant to applicable laws.

J. Competitive Bids and Other Construction Requirements. The Site Developer shall comply with all applicable State and local laws relating to the construction of the Redevelopment Project, including but not limited to all applicable laws relating to competitive bidding. The Redevelopment Plan submitted in response to the City's request for proposals is deemed to satisfy all competitive bidding requirements established by the City pursuant to the TIF Act.

K. Cooperation on Third Party Approvals. Site Developer shall obtain all approvals required by the MHTC or MoDOT and any other entities or governmental departments specified by MHTC or MoDOT, for all necessary public road improvements in MoDOT rights-of-way. The City agrees to cooperate in good faith to facilitate approval by MHTC and MoDOT and other third parties in the design, construction and approval of the Public Redevelopment Project Improvements.

L. Governmental Approvals. The City agrees to employ Best Efforts to cooperate with the Site Developer and to process and timely consider and respond to all applications for the Governmental Approvals for the Redevelopment Project as received, all in accordance with the applicable City ordinances and law of the State of Missouri.

Section 5.2. Redevelopment Project: Certificate of Substantial Completion. Promptly after substantial completion of the Redevelopment Project in accordance with the provisions of this Agreement, the Site Developer may submit a Certificate of Substantial Completion to the City for the Redevelopment Project. Substantial completion shall mean that Site Developer has completed the Redevelopment Project, subject to the completion of punch-list and other items which are not material to the commencement of the construction and use of the Planned Development. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit G**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted

by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Site Developer with specific written objections to the status of the Redevelopment Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion or upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, the Site Developer may record the Certificate of Substantial Completion with the Greene County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Site Developer's agreements and covenants to construct the Redevelopment Project.

Section 5.3. Planned Development: Schedule, Design and Construction.

A. Schedule and Plan of Financing. The Planned Development Schedule attached as **Exhibit D-2** sets forth the projected Commencement of Construction for the Planned Development. Site Developer shall use its Best Efforts to complete the Redevelopment Project and arrange transfers to End Use Developers so that the Planned Development may commence in accordance with the Planned Development Schedule. All costs of the Planned Development shall be paid or financed by End Use Developers or other private parties from private loans or cash equity as the City does not plan to issue bonds, notes or any other type of "obligations" (as defined in the TIF Act), or participate in the issuance by any third party of any obligations, to fund any of the costs of the Planned Development.

B. Construction Plan Approval. Each End Use Developer shall submit to the City the Construction Plans for the portion of the Planned Development to be undertaken by such End Use Developer after approval of the Site Plan for such portion of the Planned Development by the City. Construction Plans may be submitted in phases or stages. The Construction Plans shall incorporate the Design Standards as described in paragraph C of this Section. The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Planned Development shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance bonds, labor and material payment bonds and maintenance bonds required for the Planned Development. End Use Developers shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Redevelopment Plan and this Agreement.

C. Design. All End Use Developers shall comply with and follow the design criteria relating to exterior improvements substantially as set forth in **Exhibit F-2** (the "**Planned Development Design Standards**"), which regulate the exterior finishes, site appearance and signage allowed for Tenants as part of all zoning and subdivision approvals in order to create an integrated, unified design for the Planned Development.

D. Construction. Once construction commences on a portion of the Planned Development, the applicable End Use Developer shall proceed to complete such construction in a good and workmanlike manner in accordance with the terms of this Agreement. Upon reasonable advance notice, the End Use Developer and its project team shall meet with the City to review and discuss the design and construction of the applicable portion of the Planned Development in order to enable the City to monitor the status of construction and to determine that the Planned Development is being performed and completed in accordance with this Agreement. The Parties recognize and agree that market and other conditions may affect the scope of work of the Planned Development. Therefore, the scope of work within the Planned Development is subject to change and/or modification, with the prior consent of the City, which shall not be unreasonably withheld.

E. Periodic Review and Reports. Until the applicable portion of the Planned Development is fully constructed and all stores or other end uses are open for business within such portion of the Planned Development, the applicable End Use Developer shall provide a written report to the City on a semi-annual basis which contains the following information: the general status of the portion of the Planned Development; a current tenant list showing all businesses open in such portion of the Planned Development; a summary of all publicly announced stores not yet open; the status of current construction; a summary of pending construction; and any other relevant information which provides the City with notice about pending tenants and the status of such portion of the Planned Development. At the reasonable request of the City after such portion of the Planned Development is fully constructed, the End Use Developer shall provide to the City a report regarding the status of such portion of the Planned Development, including the information described in this paragraph.

F. Construction Contracts and Insurance. Each End Use Developer, or others at the direction of such End Use Developer, may enter into one or more construction contracts to complete the Work. Prior to the Commencement of Construction of the Work relating to the particular portion of the Planned Development, the End Use Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts required by the City and as provided in Section 6.2 and shall deliver evidence of such insurance to the City. Each End Use Developer shall require that the insurance required hereunder is maintained by any such contractor for the duration of the construction of the Work relating to the applicable portion of the Planned Development.

G. Prevailing Wages. Each End Use Developer shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the End Use Developer, as applicable. Each End Use Developer shall indemnify and hold harmless the City for any damage resulting to it from failure of either such End Use Developer or any contractor or subcontractor of such End Use Developer to pay prevailing wages pursuant to applicable laws.

H. Competitive Bids and Other Construction Requirements. Each End Use Developer shall comply with all applicable State and local laws relating to the construction of the applicable portion of the Planned Development, including but not limited to all applicable laws relating to competitive bidding.

I. Governmental Approvals. The City agrees to employ Best Efforts to cooperate with each End Use Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and law of the State of Missouri.

J. Rights and Obligations of End Use Developers. Unless otherwise specified in a Transferee Agreement, no End Use Developer shall have any responsibility under this Agreement relating to the Redevelopment Project or any right to reimbursement from TIF Revenues.

Section 5.4. Compliance with Laws and Requirements. The Redevelopment Project and the Planned Development shall be designed, constructed, equipped and completed in accordance with all Applicable Law and Requirements of all federal, state and local jurisdictions. Notwithstanding any provision, regulation or Ordinance to the contrary, the City Council reserves the right to review and approve the Site Plan and any modifications to the Site Plan submitted to the City Planning and Zoning Commission for approval. In the event the City Council should elect to review and approve a Site Plan modification, it shall do so by giving the Site Developer or End Use Developer, as applicable, written notice of its intent to do so within twenty (20) days after the approval by the City Planning and Zoning Commission and shall initiate said action by motion of the City Council.

Section 5.5. Utilities and Fees. The City hereby agrees that the Site Developer and each End Use Developer shall have the right, subject to compliance with applicable City Ordinances, regulations and

City code provisions, to connect any and all on-site water lines, sanitary and storm sewer lines and electric lines constructed in the Redevelopment Area to City utility lines existing at or near the perimeter of the Redevelopment Area. The City agrees that the Site Developer or End Use Developer, as applicable, shall be obligated to pay, in connection with the development of the Redevelopment Area, those normal water, sanitary and storm sewer, Building Permit, engineering, inspection, and other fees which are of general applicability for the Property.

Section 5.6. Assistance to Site Developer or End Use Developer. The City agrees to provide the Site Developer and any End Use Developer with assistance with respect to obtaining Building Permits from the City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all requests for assistance are in compliance with the City Ordinances, the Construction Plans, the Site Plan, all applicable City rules, regulations, codes and procedures, and this Agreement. The City agrees to use its Best Efforts to assist such parties to obtain the necessary permits and approvals from other governmental jurisdictions to allow ingress and egress to the Property from rights-of-way not within the City's jurisdiction and control.

Section 5.7. Prohibited Land Uses. In addition to the land use restrictions that are established pursuant to the City's zoning and subdivision regulations, unless approved in writing by the City prior to the execution of a lease or prior to the sale of land in the Redevelopment Area, the types of land uses set forth in the attached **Exhibit I** shall not occur as a primary use of any structure on the Property in the Redevelopment Area.

Section 5.8. Approved Initial Land Uses. The first use of each building or structure constructed as a part of the Planned Development after completion of such building or structure (the "**Initial End Use**") shall be an Approved Use, whether by qualifying as a Pre-Approved Use or by qualifying as a Specific Approved Use through the written consent of the City. Prior to commencing an Initial End Use that is not a Pre-Approved Use, the Site Developer or any End Use Developer may request approval for a Specific Approved Use by written request to the City, which approval shall be granted in the sole discretion of the City. The City shall, within thirty (30) days following receipt of such request, provide either approval of a Specific Approved Use or a rejection of such written request. The request shall be deemed approved by the City if no response is given prior to the end of such 30-day period, provided that no request describing a use prohibited under Section 5.7 shall be deemed approved by a failure of the City to respond.

Section 5.9. Surplus of TIF Revenues Generated by Uses Other Than Approved Uses. All TIF Revenues generated by or within buildings or structures (or the applicable portions thereof), the Initial End Use of which is other than an Approved Use, are hereby declared as surplus and shall be deposited in the Surplus PILOTs Account or the Surplus EATs Account, as applicable. From and after such date as the Site Developer or End Use Developer shall provide evidence to the City that the use of any such property has converted to an Approved Use, the declaration of surplus with respect to such property shall terminate.

Section 5.10. Loss of Redevelopment Area for Failure to Develop. Absent an event of Excusable Delay, in the event that the Commencement of Construction of some portion of the Planned Development does not occur by the date set for Commencement of Construction on the Planned Development Schedule attached as **Exhibit D-2**, Site Developer shall lose the right to reimbursement from TIF Revenues generated by the Redevelopment Area. In such case, the City shall have the right to commence proceedings under the TIF Act to terminate tax increment financing within the Redevelopment Area. Site Developer hereby forfeits any right to challenge such proceedings on any grounds other than providing evidence that the Commencement of Construction has in fact occurred within the required timeframe, including any Excusable Delay. The costs of such proceedings shall constitute Administrative Costs under this Agreement.

Section 5.11. Covenants, Conditions and Restrictions. Any Covenants, Conditions and Restrictions (“CC&Rs”) shall be in compliance with the land use restrictions as set forth in Section 5.7 and the Design Standards set forth in Section 5.3.C. A copy of the CC&Rs shall be provided to the City not less than thirty (30) days prior to the anticipated date of recording with the Greene County Recorder of Deeds. The CC&Rs shall provide a list of restricted land uses as established by Section 5.7 of this Agreement. The CC&Rs shall provide that the City has the right to enforce the CC&Rs until termination of this Agreement. The form and substance of the CC&Rs shall be acceptable to the City, and the CC&Rs shall not be recorded until the City has approved the final CC&Rs in writing, which shall not be unreasonably withheld. The City must respond within (20) days after receiving a copy of the CC&Rs, and if no response is provided within such time then the CC&Rs will be deemed approved by the City. After approved by the City, CC&Rs shall be filed for recording in the Greene County Recorder of Deeds and proof of such recording shall be provided to the City. The CC&Rs may be amended, and the conditions, restrictions and requirements set forth in this paragraph with respect to the initial creation and filing of the CC&Rs shall be applicable to all amendments of the CC&Rs.

Section 5.12. Lease of Property. As restricted by this Agreement, the Owner may lease Property within the Redevelopment Area. To the extent practicable and using Best Efforts, the Owner shall insert in any such lease the following language, or language that is substantially similar to the following after being approved by the City Attorney, and shall have such lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes: Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing redevelopment area (“TIF District”) created by the City of Springfield, Missouri (the “City”) and that certain taxes generated by Tenant’s economic activities, including sales taxes, will be applied toward the costs of certain public improvements within the TIF District. Upon the request of Landlord or the City, Tenant shall forward to the City or Landlord copies of Tenant’s State of Missouri sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Tenant’s economic activities in the TIF District as the City shall require, all in the format prescribed by the City. Sales tax confidentiality shall be protected by the City as required by law. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

The Owner shall use reasonable efforts to enforce this lease provision. At the request of the City, the Owner shall provide a certification to the City confirming that the lease includes the provisions satisfying the Owner’s obligation as set forth in this Section. Failure of the Owner to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Redevelopment Project and the City’s rights of enforcement and remedies under this Agreement and the TIF Act.

Section 5.13. Community Improvement District. The Site Developer shall pursue the creation of the CID pursuant to the CID Act. The CID shall be created for the purpose of providing CID Revenues in addition to TIF Revenues for funding portions of the Redevelopment Project shown in the “CID” column of the Redevelopment Project Costs Budget and for funding costs associated with operating and administering the CID. The Site Developer (or Owner, as applicable) shall use its Best Efforts to cause the CID to be created and to operate in accordance with the following:

A. The CID’s boundaries shall include all of the Redevelopment Area and may include additional areas necessary to ensure that all CID improvements will be located within the boundaries of the CID.

- B. The CID shall be formed as a political subdivision of the State of Missouri.
- C. The CID shall be authorized to impose the CID Sales Tax in an amount of one percent (1%) on taxable sales within the CID pursuant to Section 67.1545 of the CID Act.
- D. The CID shall maintain accurate records of revenues received, which records shall be open to inspection by the City at all reasonable times.
- E. At the minimum, the CID shall maintain its existence until the Completion Date, at which time the CID may dissolve.
- F. The CID shall be formed after the Commencement Date and the CID Sales Tax shall thereby be excluded from capture as Economic Activity Taxes in accordance with the TIF Act.

Section 5.14. Actions with Respect to the CID. The City acknowledges that the Site Developer, at its sole cost and expense, intends to advance all costs necessary to design, develop and construct the CID portion of the Redevelopment Project. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of the CID portion of the Redevelopment Project. To that end, the City and the Site Developer (or Owner, as applicable) agree as follows:

- A. The City and Site Developer shall use their Best Efforts and cooperate with each other in good faith in all proceedings relating to the creation of the CID, including the execution and filing of all petitions, consents, approvals, authorizations or other documents required to create the CID, provided that the Site Developer shall prepare all such petitions, consents, approvals, authorizations or other documents and the City's involvement shall be limited to review of the same.
- B. The Site Developer will cause the CID to approve and levy the CID Sales Tax, as contemplated by this Agreement.
- C. The Owner shall use its Best Efforts to ensure that every retailer within the CID shall add the CID Sales Tax to the retailer's sales price and when so added such CID Sales Tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price, all as provided for in Section 67.1545 of the CID Act.
- D. The Director of the Department of Revenue for the State of Missouri shall administer and collect the CID Sales Tax pursuant to Section 67.1545.4 of the CID Act and other applicable statutes.
- E. The Site Developer shall provide copies to the City of all requests submitted to the CID for reimbursement from CID Revenues.

ARTICLE VI. GENERAL COVENANTS

Section 6.1. Indemnification of the City.

A. Site Developer agrees to indemnify and hold the City, its employees, agents, independent contractors and consultants (collectively, the “**Indemnified Parties**”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with:

1. the Site Developer’s actions and undertaking in implementation of the Redevelopment Project and this Agreement;

2. the negligence or willful misconduct of Site Developer, its employees, agents, independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Redevelopment Project; or

3. any litigation filed against the Site Developer by any shareholder of the Site Developer, or any prospective investor, prospective partner or joint venture partner, Lender, co-proposer, architect, contractor, consultant or other vendor which is not based in whole or in part upon any negligence or willful misconduct of the City or the City’s breach of this Agreement.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an “**Action**”) is initiated or made as a result of which the Site Developer may become obligated to one or more of the Indemnified Parties hereunder, any one of the Indemnified Parties shall give prompt notice to the Site Developer of the occurrence of such event, with due regard to deadlines that, if not met, would prejudice the Indemnified Parties’ practical abilities to defend against such Action. After receipt of such notice, the Site Developer may elect to defend, contest or otherwise protect the Indemnified Parties against any such Action, at the cost and expense of the Site Developer, utilizing counsel of the Site Developer’s choice. The Indemnified Parties shall assist, at Site Developer’s sole discretion, in the defense thereof. In the event of such defense against any Action by Site Developer for the City, Site Developer shall provide to the City regular periodic reports on the status of such Action. In the event that the Site Developer shall fail timely to defend, contest or otherwise protect any of the Indemnified Parties against such Action, the Indemnified Parties shall have the right to do so, and, if such defense is undertaken by the Indemnified Parties after notice to the Site Developer asserting the Site Developer’s failure to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Site Developer, including the right of the City to offset against amounts of Reimbursable Project Costs payable to the Site Developer.

C. Any one of the Indemnified Parties shall submit to the Site Developer any settlement proposal that the Indemnified Parties shall receive which may only be accepted with the approval of the Site Developer. The Site Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the Site Developer expressly assumes in writing as part of such settlement. Neither the Site Developer nor the Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

D. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

E. Indemnification provided by Site Developer to any City Indemnified Party resulting from Site Developer’s implementation of the Redevelopment Project or this Agreement and which are not caused by the negligence or willful misconduct of Site Developer or employees, agents, independent contractors and consultants shall be treated as Reimbursable Project Costs and shall increase the Reimbursable Project Costs Cap on a dollar for dollar basis.

Section 6.2. Insurance.

A. Prior to the commencement of construction of any portion of the Work, the Site Developer or End Use Developer, as applicable, shall obtain or shall require that its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Site Developer or End Use Developer, as applicable, shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work.

B. The City does not represent in any way that the insurance specified herein, whether in scope, overall coverage or limits of coverage, is sufficient to protect the business or interests of the Site Developer or End Use Developer.

C. All such policies, or a certificate or certificates of the insurers that such insurance is in full force and effect, shall be provided to the City and, prior to expiration of any such policy, the Site Developer or End Use Developer, as applicable, shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the insurance so required may be provided by blanket policies now or hereafter maintained by the Site Developer or End Use Developer, as applicable, if the Site Developer or End Use Developer, as applicable, provides the City with a certificate to the effect that such coverage is substantially the same as that provided by individual policies.

D. All policies of insurance required by this Section shall become utilized as required by this Agreement.

Section 6.3. Assignment of Site Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

B. The Site Developer shall not assign any of its rights to TIF Revenue or its obligations with respect to the Redevelopment Project hereunder without the assignee first agreeing in writing to fully assume all of the Site Developer's obligations under this Agreement, and if such assignment involves the sale of real property within the Redevelopment Area, the assignee must also fully execute and deliver to the City a Transferee Agreement in the form of **Exhibit K**, attached hereto.

C. Notwithstanding the foregoing, the Site Developer may, upon written notice to the City and without obtaining the consent of the City, delegate or assign to a Lender the right to receive payments from TIF Revenues for Reimbursable Project Costs, and the City shall accept the exercise of such right by a Lender or its designee with the same force and effect as if exercised by Site Developer.

D. Notwithstanding the foregoing, the Site Developer may, upon written notice to the City and without obtaining the consent of the City, assign all of its rights hereunder to an entity created specifically for the purpose of developing the Redevelopment Project and in which the Site Developer or one or more of its shareholders are, in good faith, expected to own or control, for the reasonably foreseeable future, not less than fifty-one percent (51%) of the total ownership interests ("**Assignee**"). Provided, however, such assignment shall not be effective unless such assignment is accompanied by:

1. A binding commitment from a Lender or other financial institution to provide Assignee with the financing necessary to construct the Redevelopment Project;

2. A fully executed agreement between the Site Developer and the Assignee, acceptable in form and substance to the City prior to such execution, pursuant to which Assignee assumes all of the Site Developer's obligations hereunder with respect to the Redevelopment Project; and

3. All of the documents required by Section 2.3 with respect to Assignee.

E. Notwithstanding any other provision in this Section to the contrary, the City hereby approves the right of the Site Developer to encumber or collaterally assign its interest in this Agreement, the Property or any portion thereof, and/or the stock or other interests of a proprietary nature in Site Developer, to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, provided that the loan documents contain language approved by the City Attorney or the City's special legal counsel which provides that –

1. no costs will be incurred by the City to assist or deal with any matters related to implementation of the Redevelopment Plan or this Agreement upon foreclosure of the Property, or any portion thereof, by the Lender, and that the Lender will fund all such costs incurred by the City in such matters, and

2. the Site Developer's status as the developer of record under the Redevelopment Plan and this Agreement shall terminate as to Site Developer and automatically transfer to Lender or other buyer upon foreclosure by the Lender, or transfer in lieu of foreclosure. While the Lender or a buyer upon foreclosure is in possession of the Property, the City shall not certify for reimbursement any new or additional Reimbursable Project Costs, including any pending requests for certification submitted by any party which have not yet been acted upon by the City at the time of foreclosure or transfer in lieu of foreclosure, but the Lender or buyer upon foreclosure shall retain the right to receive disbursements from the Special Allocation Fund for reimbursement of previously certified Reimbursable Project Costs while Lender or buyer upon foreclosure is in possession of the Property. The City shall have the right to review and approve the designation of any subsequent developer of record after a Lender or buyer upon foreclosure.

Any encumbrance or collateral assignment for the benefit of any Lender may include the right of the holder of any such encumbrance or collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure, provided that the rights of Site Developer as the original Site Developer have been terminated as set forth in this paragraph and the original Site Developer under this Agreement has no outstanding claims against the City. Site Developer shall timely pay all outstanding loans associated with financing for the Redevelopment Project and shall not allow any fee simple interest in the Property to transfer to a Lender or third party pursuant to a mortgage or collateral assignment as authorized by this Section.

Section 6.4. Sale of Property in the Redevelopment Area.

A. City approval of transferees. No sale, transfer or other conveyance of any fee interest in the Property in the Redevelopment Area may be made without prior written notice to the City as set forth in this Section. This restriction shall not apply to easements granted on the Property and leases of the Property.

B. Transferee Agreement. The City shall be notified by Owner in writing of the proposed sale of property in the Redevelopment Area prior to the proposed effective date of the sale, along with a copy of the instrument affecting such sale. For each proposed transferee, Owner's written notice shall be accompanied by an executed Transferee Agreement that is in substantial compliance, as determined by the City, with the form set forth in **Exhibit K**. Within **20** calendar days following receipt of the notice,

accompanying documentation and the executed Transferee Agreement, the City shall countersign and accept the Transferee Agreement if such agreement conforms to the requirements of this Agreement and the form set forth in **Exhibit K**. Upon execution of a Transferee Agreement between the City and a transferee, the Owner shall be released from its obligations in this Agreement relating to the transferred property in accordance with the terms of the Transferee Agreement, with the exception of the Site Developer's obligations with respect to the Redevelopment Project (unless such obligations are assumed by the transferee in accordance with Section 6.3).

C. Transfers to tax-exempt entities or recipients of tax abatement. No sale, transfer or other conveyance of any property in the Redevelopment Area may be made to an entity that may claim exemption, or is exempt, from real property taxes for all or part of the property in the Redevelopment Area (a **"Restricted Entity"**) for the earlier of (i) the time period during which tax increment financing is in effect for the Redevelopment Area or (ii) termination of this Agreement (the **"Restricted Period"**) without the prior written approval of the City. In the event that Owner seeks to transfer any property in the Redevelopment Area to a Restricted Entity during the Restricted Period, such transfer may only occur upon the prior written approval of the City, which approval shall not be unreasonably withheld, and upon the prior execution of a separate agreement between the purchasing Restricted Entity and the City which provides for the annual payment of an amount equal to Payments in Lieu of Taxes which otherwise would have been paid in regard to such property by such Restricted Entity for each of the years remaining in the Restricted Period.

Section 6.5. Mutual Assistance. The City and the Owner agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 6.6. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 6.7. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of an ordinance of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 6.8. Covenants Running with Land. With the exception of the obligations with respect to the Redevelopment Project and rights with respect to reimbursement from TIF Revenues (which are reserved to the original Site Developer and its assignees in accordance with Section 6.3), the provisions of this Agreement shall be covenants running with the land and shall be enforceable for the term of this Agreement against the current owner or possessor of any portion of the Redevelopment Area as if such owner or possessor thereof were originally a party to and bound by this Agreement.

ARTICLE VII. DEFAULTS AND REMEDIES

Section 7.1. Site Developer Event of Default. Subject to Section 7.7, a “**Site Developer Event of Default**” means a default in the performance of any obligation or breach of any covenant or agreement of the Site Developer in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after City has delivered to Site Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Site Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Site Developer shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 7.2. Owner Event of Default. Subject to Section 7.7, an “**Owner Event of Default**” means a default in the performance of any obligation or breach of any covenant or agreement of the Owner (including any End Use Developer) in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after City has delivered to such Owner a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Owner is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Owner shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 7.3. City Event of Default. Subject to Section 7.7, a “**City Event of Default**” means default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Agreement), and continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Site Developer or Owner, as applicable, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 7.4. Remedies Upon a Site Developer Event of Default.

A. Upon the occurrence and continuance of a Site Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to terminate and remove the Site Developer as the developer of record under the Redevelopment Plan Ordinance and the Redevelopment Plan and/or terminate this Agreement or terminate the Site Developer’s rights under this Agreement.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Site Developer as set forth in this Agreement, to enforce or preserve any other

rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Site Developer Event of Default.

B. Upon termination of this Agreement as provided in this Section, the City shall have no obligation to reimburse the Site Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Site Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Site Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Site Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.5. Remedies Upon an Owner Event of Default.

A. Upon the occurrence and continuance of an Owner Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Owner (including End Use Developers) as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Owner Event of Default.

B. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Owner shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

C. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

D. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Owner shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.6. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default, the Site Developer or Owner, as applicable, shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. If the City Event of Default relates to an obligation to the Site Developer, the Site Developer shall have the right to terminate the Site Developer's obligations under this Agreement;

2. The Site Developer or Owner, as applicable may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Site Developer or Owner, as applicable, under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Site Developer or Owner, as applicable, resulting from such City Event of Default.

B. If the Site Developer or Owner, as applicable, has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Site Developer or Owner, as applicable, then and in every case the Site Developer or Owner, as applicable, and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Site Developer or Owner, as applicable, shall continue as though no such proceeding had been instituted.

C. The exercise by the Site Developer or Owner, as applicable, of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Site Developer or Owner, as applicable, shall apply to obligations beyond those expressly waived.

D. Any delay by the Site Developer or Owner, as applicable, in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Site Developer or Owner, as applicable, of any specific default by the City shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.7. Excusable Delay. The parties understand and agree that none of the City, the Site Developer, the End Use Developer or the Owner shall be deemed to be in default of this Agreement because of an Excusable Delay. The additional time given in any circumstance for Excusable Delay shall be that amount of time during which the party claiming Excusable Delay was reasonably prevented from taking action due to such Excusable Delay.

Section 7.8. Termination by Site Developer. Site Developer may, by written notice to the City, terminate Site Developer's obligations hereunder with respect to the Redevelopment Project upon the occurrence of any of the following within the following time periods:

A. At any time, Site Developer may, by giving written notice to the City, terminate this Agreement and the Site Developer's obligations hereunder if Site Developer determines, in its sole discretion, that the Redevelopment Project and/or the Planned Development is no longer economically feasible.

B. At any time prior to the Commencement of Construction, if the Site Developer is unable to secure, to its sole satisfaction, any Governmental Approvals with respect to all or any portion of the Redevelopment Project as the Site Developer deems necessary.

C. At any time prior to substantial completion of the Redevelopment Project, litigation or any other proceeding is filed or initiated challenging the validity of or seeking to overturn the approval of the Redevelopment Plan, Redevelopment Project, Project Ordinance, the Redevelopment Plan Ordinance or this Agreement.

Notwithstanding any termination by the Site Developer, such termination shall not affect the City's obligation to reimburse the Site Developer for or to pay the principal amount of any Reimbursable Project Costs that were certified by the City prior to the date of the Site Developer's termination notice, to the extent that revenues are then available in the Special Allocation Fund on the date of such termination and are available for disbursement in accordance with this Agreement for such reimbursement, but such termination shall immediately terminate the City's obligation to pay any interest, as set forth in this Agreement, on Reimbursable Project Costs that have previously been certified by the City. In the event of termination by Site Developer in accordance with this Section, the City may immediately repeal all adopted Project Ordinances and terminate the collection of TIF Revenues in Redevelopment Areas. In no event will the City be obligated to reimburse Site Developer from any source of funds other than revenues available in the Special Allocation Fund.

Section 7.9. Termination for Failure to Commence Redevelopment Project. In the event that Commencement of Construction on the Redevelopment Project has not occurred prior to January 1, 2023 (a "**Failure to Commence**"), then the City shall have the right, at its option, to terminate this Agreement by reason thereof (a "**Failure to Commence Termination**"), in strict accordance with the procedures set forth in this section. If the City desires to proceed with a Failure to Commence Termination, the City shall issue a notice to the Site Developer expressing the City's intention to consider declaring a Failure to Commence Termination, and shall set a hearing before the City Council on a date no earlier than sixty (60) days after the date of such notice, at which Site Developer may appear to show cause why this Agreement should not be terminated for a Failure to Commence. At such hearing, Site Developer may present evidence and testimony to explain the reason for the Failure to Commence. At the conclusion of such hearing, the City Council may declare a Failure to Commence Termination if the City Council reasonably determines that the Site Developer has not been actually and in good faith seeking to achieve Commencement of Construction of the Redevelopment Project. At Site Developer's request, the City Council will consider moving into a closed meeting for portions of such hearing to the extent permitted by Chapter 610, RSMo, as amended, and shall take such other actions as are reasonably appropriate and consistent with applicable law in order to protect Site Developer's confidential information submitted in response to the notice described in this Section.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect so long as tax increment allocation financing shall apply to the Redevelopment Project Area. At the dissolution of the Redevelopment Area this Agreement shall terminate and become null and void.

Section 8.2. Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Site Developer covenants that it presently has no

interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance under this Agreement. The Site Developer further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by Site Developer.

Section 8.3. Nondiscrimination. The Owner agrees that, as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status, or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control in the Redevelopment Area.

Section 8.4. Inspections and Audits. Owner shall, upon reasonable advance notice, allow the City and the City's agents access to the Redevelopment Project and the Planned Development from time to time for reasonable inspection of the Redevelopment Project and the Planned Development. The City shall have the right at its own cost and expense to audit (either through employees of the City or a firm engaged by the City) the books and records of the Site Developer relating to the payment of Reimbursable Project Costs.

Section 8.5. Required Disclosures. The Site Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Site Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 8.6. Actions Contesting the Redevelopment Plan.

A. At any time after approval of the Redevelopment Plan Ordinance and during the effective period of this Agreement, if a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the Redevelopment Plan Ordinance and the findings therein, the Project Ordinance, or the Ordinance approving this Agreement, the Site Developer may, at its option, assume the defense of such claim or action with legal counsel selected by Site Developer (the "**Litigation Counsel**") and pay the costs and attorney's fees of such counsel. The Site Developer's choice of Litigation Counsel will be subject to approval by the City, which approval will not be unreasonably withheld. In the event that the Site Developer shall fail timely to defend, contest or otherwise protect any of the Indemnified Parties against any litigation, claim or action, the Indemnified Parties shall have the right to do so, and, if such defense is undertaken by the Indemnified Parties after notice to the Site Developer asserting the Site Developer's failure to timely defend, contest or otherwise protect against the litigation, claim or action, the cost of such defense shall be at the expense of the Site Developer.

B. Litigation Counsel will coordinate the efforts of the Parties in defense of the litigation, claim or action and provide for the defense of the Indemnified Parties, including the initial formulation of litigation strategy in consultation with the Site Developer and the City. The litigation strategy shall be subject to the mutual agreement of Site Developer and the City. The Site Developer or Litigation Counsel shall provide to the City regular periodic reports on the status of the litigation, claim or action. Litigation Counsel shall not file any pleadings, briefs and other documents in the litigation, claim or action without approval by the City, which approval will not be unreasonable withheld.

C. The Site Developer and Litigation Counsel may not settle or compromise any litigation, claim or action for which the Site Developer has assumed the defense without the prior approval of the City. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Site Developer in any such proceeding relating to the litigation, claim or action; provided, the Site Developer and Litigation Counsel shall consult with the City throughout the course of any such action. In

the event any of the Indemnified Parties receive a settlement proposal, the proposal shall be immediately provided to Site Developer.

D. All costs and expenses incurred by the Indemnified Parties in the assistance in the defense of the litigation, claim or action and in discussion and consideration of any settlement, or in actions required to be taken as a result of the litigation, claim or action such as response to discovery and attendance at depositions, including attorneys' fees, shall be paid by the Site Developer. All cost of any such defense, whether incurred by the City or the Site Developer, shall be deemed to be Reimbursable Project Costs and reimbursable from any amounts in the Special Allocation Fund, and such reimbursable litigation costs shall be in addition to the Reimbursable Project Costs set forth in the Redevelopment Project Costs Budget.

Section 8.7. Authorized Parties.

A. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Site Developer, the End Use Developer, or the Owner is required, or the City, the Site Developer, the End Use Developer, or the Owner is required to agree or to take some action at the request of the other party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Site Developer, the End Use Developer, or the Owner by any officer of Site Developer, the End Use Developer, or the Owner so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

B. Any action that is required by this Agreement to be performed by the City within a specified time period shall be extended for such additional reasonable time as may be necessary for the City to act or provide a response, as the case may be, in order to account for holidays, weekends, work stoppages, regular meeting schedules, meeting agendas, agenda management, delays or continuances of meetings and City staff availability. The City shall, within the time period specified in this Agreement, provide notice to Site Developer, the End Use Developer, or the Owner, as applicable, of such additional time needed to respond.

Section 8.8. No Other Agreement. The Parties agree that, as required by the TIF Act, the Plan contains estimated Redevelopment Project Costs, the anticipated sources of funds to pay for Redevelopment Project Costs, the anticipated type and term of the sources of funds to pay Reimbursable Project Costs, and the general land uses that apply to the Redevelopment Area. The Parties further agree that the Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Site Developer with respect to constructing the Redevelopment Project, the payment of Redevelopment Project Costs, Reimbursable Project Costs, Financing Costs, payments from the Special Allocation Fund, and all other methods of implementing this Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in this Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Redevelopment Plan. Nothing in this Agreement shall be deemed an amendment of the Redevelopment Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. In the event of a conflict between this Agreement and the Preliminary Funding Agreement, the Redevelopment Plan Ordinance, the Construction Plans, the Site Plan, the Redevelopment Plan or any other document pertaining to the Redevelopment Project, this Agreement shall control.

Section 8.9. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the

application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 8.10. Missouri Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Missouri. The parties hereto agree that the appropriate venue for any dispute regarding this Agreement and the enforcement of any provision hereof is the Circuit Court of Greene County, Missouri.

Section 8.11. Notices. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

City Manager
City of Springfield
Busch Municipal Building
840 Boonville
Springfield, MO 65802

With a copy to:

City Attorney
City of Springfield
Busch Municipal Building
840 Boonville
Springfield, MO 65802

To the Site Developer:

West Sunshine Development, LLC
3800 S. Fremont Ave.
Springfield, MO 65804

With a copy to:

Husch Blackwell LLP
901 St. Louis Street, Suite 1800
Springfield, MO 65806-2548
Attn: Cory Collins

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 8.12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.13. Recordation of Agreement. The Parties agree to execute and deliver a memorandum of the original of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. A memorandum of this Agreement shall be recorded by the Site Developer, and proof of recording shall be provided to the City.

Section 8.14. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld or unduly delayed.

Section 8.15. Tax Implications. The Site Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Site Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Site Developer is relying solely upon its own tax advisors in this regard.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

(SEAL)

ATTEST:

Anita Cotter, City Clerk

Notary for City of Springfield

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jason Gage, City Manager of the City of Springfield, Missouri, a city duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

WEST SUNSHINE DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

Notary for West Sunshine Development, LLC

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of West Sunshine Development, LLC, a Missouri corporation, who is personally known to me to be the same person who executed the within instrument on behalf of West Sunshine Development, LLC, and such person duly acknowledged the execution of the same to be the free act and deed of West Sunshine Development, LLC

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A

MAP OF REDEVELOPMENT AREA

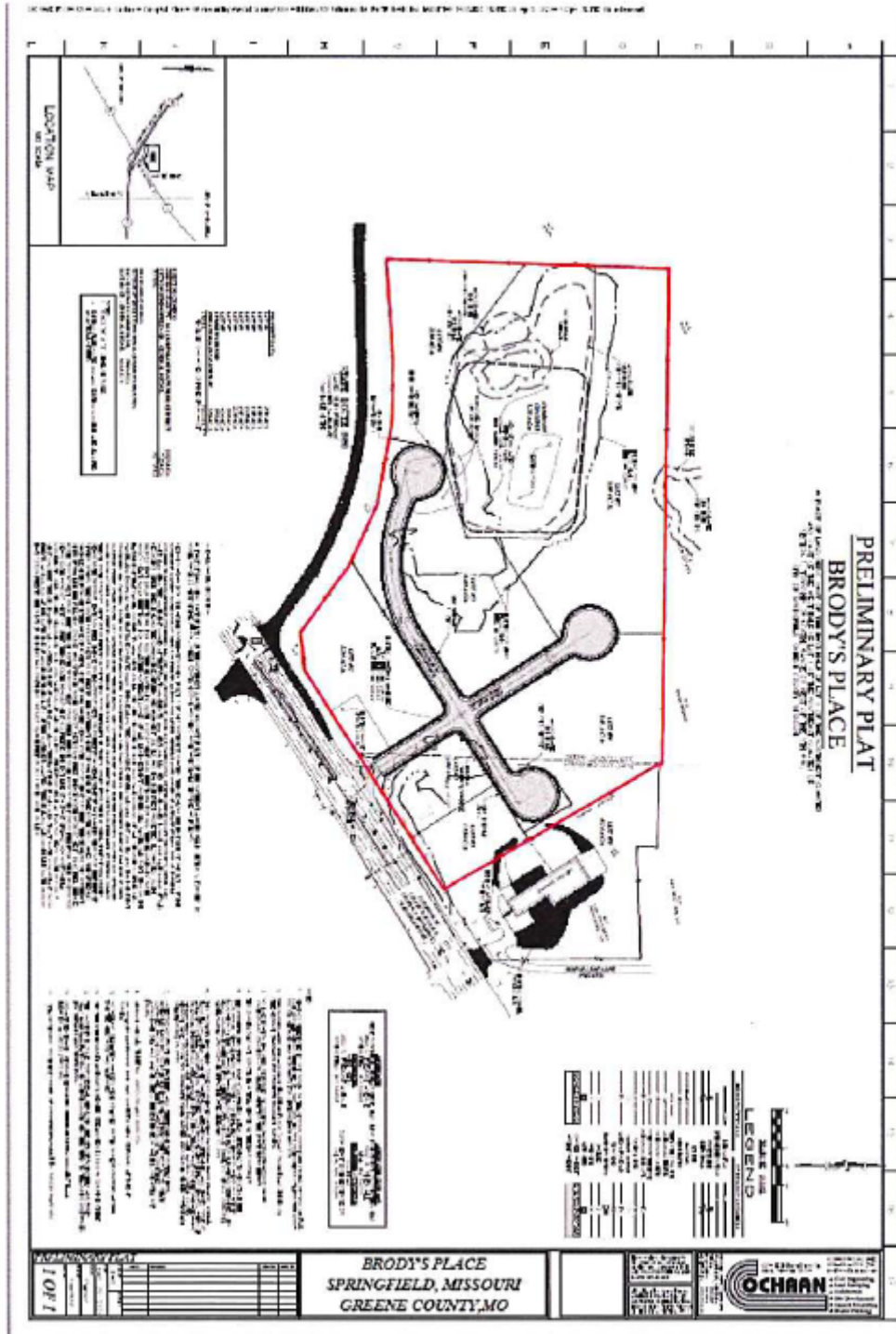


EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREA

Redevelopment Area and Redevelopment Project Area

TRACT I:

BEGINNING AT A POINT 427.87 FEET EAST OF THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 907.7 FEET TO THE NORTHEAST CORNER OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1); THENCE SOUTH ALONG THE EAST LINE OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1), 826 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 166; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 490 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE OF 90° WITH THE LAST DESCRIBED COURSE 362.65 FEET; THENCE WEST MAKING AN ANGLE OF 56°30' TO THE LEFT WITH THE LAST DESCRIBED COURSE 298.4 FEET; THENCE NORTH MAKING AN ANGLE OF 90°59' TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 794.05 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI.

TRACT II:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 427.87 FEET; THENCE SOUTH 800 FEET; THENCE WEST 427.87 FEET; THENCE NORTH TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT III:

A TRACT OF LAND LOCATED IN SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-THREE (23) WEST, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION ONE (1); THENCE ALONG THE WEST LINE OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), SOUTH 00°06'27" EAST A DISTANCE OF 6.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°04'21" EAST A DISTANCE OF 675.90 FEET TO THE POINT FOR CORNER; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 413 THE FOLLOWING DESCRIBED COURSE, SOUTH 55°23'51" WEST A DISTANCE OF 299.98 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 58°40'55" WEST A DISTANCE OF 61.27 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 79°21'47" WEST A DISTANCE OF 54.75 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 57°44'32" WEST A DISTANCE OF 5.28 FEET TO A POINT FOR CORNER; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF THE WEST HALF (W1/2) OF LOT ONE (1) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION ONE (1), NORTH 00°06'27" WEST A DISTANCE OF 724.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

REDEVELOPMENT PROJECT COSTS BUDGET

	Cost of the Planned Development	Redevelopment Project Costs	Reimbursable Project Costs
1. Land Acquisition Costs	\$0.00	\$1,800,000.00	\$0.00
2. Cost of Buildings	\$20,500,000.00	\$0.00	\$0.00
3. Professional Fees	\$0.00	\$150,000.00	\$150,000.00
4. Financing Fees	\$0.00	\$300,000.00	\$300,000.00
5. Parking Lot	\$0.00	\$500,000.00	\$0.00
6. Lighting	\$0.00	\$125,000.00	\$0.00
7. Signage	\$0.00	\$75,000.00	\$0.00
8. Sitework:			
a) Excavation	\$0.00	\$801,399.00	\$406,553.00
b) Landscape	\$0.00	\$77,700.00	\$25,160.00
c) Utilities	\$0.00	\$35,000.00	\$35,000.00
d) Sewer and stormwater	\$0.00	\$390,445.00	\$390,445.00
e) Water	\$0.00	\$428,128.00	\$428,128.00
f) Roadway	\$0.00	\$680,050.00	\$680,050.00
g) Demolition	\$0.00	\$102,165.00	\$102,165.00
h) General conditions & Mobilization	\$0.00	\$226,975.00	\$145,725.00
i) Soft costs	\$0.00	\$278,363.00	\$223,936.00
9. Offsite Fresh Water	\$0.00	\$303,048.00	\$303,048.00
10. Offsite Road Improvements	\$0.00	\$252,467.00	\$252,467.00
TOTAL:	\$20,500,000.00	\$6,525,740.00	\$3,442,677.00
Percentage of Total Development Costs (\$27,025,740) to Total Reimbursable Costs (\$3,442,677)			7.8%

EXHIBIT D-1

REDEVELOPMENT PROJECT SCHEDULE

Commencement of Construction
of Redevelopment Project:

No later than January 1, 2023

Substantial Completion
of Redevelopment Project:

No later than January 1, 2025

EXHIBIT D-2

PLANNED DEVELOPMENT SCHEDULE

Commencement of Construction of
Planned Development:

No later than January 1, 2024

EXHIBIT E-1

THE REDEVELOPMENT PROJECT

The Redevelopment Project consists of clean-up of the current site general waste, closure of multiple failed lagoons, removal of outdated and non-functioning prior site improvements as well as construction of all improvements on-site to provide for construction ready pad sites. Construction shall include, among other things, earthwork, streets, curbs, gutters, water detention, sidewalks and extensive utility improvements to provide fresh water to the general area as well as 3-phase power.

EXHIBIT E-2

THE PLANNED DEVELOPMENT

The Planned Development consists of the construction of new commercial buildings and related site improvements for end use as a convenience store, retail, restaurants, office space and/or service industry space, the development of which will be facilitated by the Redevelopment Project.

EXHIBIT F-1

REDEVELOPMENT PROJECT DESIGN STANDARDS

The Redevelopment Project shall be designed and constructed in accordance with the standards set out in the City of Springfield, Missouri Design Guide for Public Improvements, including the following documents:

Design Standards for Public Improvements (10/01/2019)

General Conditions & Technical Specifications for Public Improvements (10/01/2019)

Standard Drawing Details for Public Improvements (10/01/2019)

EXHIBIT F-2

PLANNED DEVELOPMENT DESIGN STANDARDS

All walls or facades of buildings that are highly visible from a public street or designated open space at full development of the Planned Development shall be finished with face brick, simulated or natural stone, cement masonry units, insulated glass, concrete panels finished with a permanent surface, textured stucco or exterior insulation and finish systems (EIFS), however, this design standard shall not be deemed to require the entire elevation to utilize such finishes (i.e. wainscots or pilasters finished with said materials may be deemed to satisfy this requirement). Concrete (tilt up or precast panel) buildings not having an exposed aggregate finish shall be integrally colored, stained or painted. Framed buildings are encouraged to utilize textured stucco or EIFS, however wood or cementitious paneling may be deemed acceptable by City.

Vinyl siding or metal wall panels are permitted only on rear elevations that are not highly visible from public streets or open space at full development of the Planned Development. Sign bands or entry elements utilizing prefinished metal flat architectural panels with no corrugation are permitted.

Materials utilized for horizontal surfaces of exterior finish elements, i.e. canopies, awnings and soffits, shall be at the discretion of the designer.

All mechanical and electrical equipment, trash refusal areas and roof-mounted equipment must be screened from public view and, when practical, located on the rear elevation of a building. Screening shall be consistent with the architecture of the building and shall be painted to match the building or roof color.

Wall-mounted equipment shall, to the greatest extent possible, be colored and placed so as not to detract from the overall aesthetic value of the Planned Development.

All electrical power distribution lines, telephone lines, cable television and other utility lines which are 13,200 volts or less, constructed by or at the direction of Site Developer or End Use Developer and installed to serve the Redevelopment Area shall be installed underground. This requirement shall not apply to lines already in service on the effective date of this agreement.

A modification of these design standards may be authorized by the City Manager, in accordance with the procedures set forth for approval of a Specific Approved Use in Section 5.8.

EXHIBIT G

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION OF WEST SUNSHINE DEVELOPMENT, LLC

The undersigned, West Sunshine Development, LLC (the “Site Developer”), pursuant to that certain Tax Increment Financing Redevelopment Agreement dated as of _____, 20__, between the City of Springfield, Missouri (the “City”) and the Site Developer (the “Agreement”), hereby certifies to the City as follows:

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

1. As of _____, 20__, the Redevelopment Project (as such term is defined in the Agreement) have been substantially completed in accordance with the Agreement.
2. The Redevelopment Project has been completed in a good and workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).
3. Lien waivers for applicable portions of the Redevelopment Project in excess of \$5,000 have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Site Developer to the City in accordance with the Agreement to evidence the Site Developer’s satisfaction of all obligations and covenants with respect to the Redevelopment Project.
6. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Site Developer prior to the end of such 30-day period), and the recordation of this Certificate with the Greene County Recorder of Deeds, shall evidence the satisfaction of the Site Developer’s agreements and covenants to construct the Redevelopment Project.

This Certificate shall be recorded in the office of the Greene County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____,
_____.

WEST SUNSHINE DEVELOPMENT, LLC
a Missouri limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF SPRINGFIELD, MISSOURI

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

(Insert Appendix A with architect's certificate of substantial completion)

EXHIBIT H
FORM OF
APPLICATION FOR REIMBURSABLE PROJECT COSTS

APPLICATION FOR REIMBURSABLE PROJECT COSTS

TO: City of Springfield, Missouri
Attention: Economic Development Director

Re: Brody Corners Redevelopment Project Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Tax Increment Financing Redevelopment Agreement dated as of _____, 20__ (the "Agreement") between the City of Springfield, Missouri (the "City") and West Sunshine Development, LLC (the "Site Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on *Schedule 1* hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. These Reimbursable Project Costs have been paid by the Site Developer and are reimbursable under the Redevelopment Plan and the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Special Allocation Fund, and no part thereof has been included in any other Application previously filed with the City.
4. There has not been filed with or served upon the Site Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Application is deemed not to constitute a Redevelopment Project Cost within the meaning of the TIF Act or a Reimbursable Project Cost under the Agreement, the Site Developer shall have the right to substitute eligible Reimbursable Project Costs for payment hereunder.
8. The Site Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Site Developer Event of Default under the Agreement.
9. All of the Site Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

10. Construction of Redevelopment Project is in compliance with the Redevelopment Project Schedule set forth in **Exhibit D-1** to the Agreement.

11. Attached hereto as *Schedule 2* is an update to the Reimbursable Project Costs Budget (in the form of Exhibit C to the Agreement) showing the current expenditures for all columns to the date of this Application.

Dated this _____ day of _____, 20____.

WEST SUNSHINE DEVELOPMENT, LLC

a Missouri limited liability company

By: _____

Name: _____

Title: _____

The costs included in this application have been approved for payment this

_____ day of _____, 20__:

CITY OF SPRINGFIELD, MISSOURI

By: _____

Name: _____

Title: _____

Schedule 1

The Site Developer has incurred the following Reimbursable Project Costs:

Payee:	Amount:	Description of Reimbursable Project Costs:

The Site Developer (including any affiliates thereof) has received a total amount to date of \$ _____ in reimbursements from CID Revenues.

Schedule 2

(Attach updated Redevelopment Project Costs Budget showing costs
for all columns to date of Application)

EXHIBIT I

RESTRICTED LAND USES IN THE REDEVELOPMENT AREA

Development in the Redevelopment Area is subject to the City's Zoning Ordinance and the following uses are prohibited in the Redevelopment Area:

1. Adult Motion Picture Theater, Adult Store, Cabaret
2. Automobile / ATV / Boat sales or repair, service or leasing (sales or leasing will be permitted as long as vehicles for sale are displayed indoors)
3. Awning and canvas sales and rental as a primary use
4. Body and Fender repair and paint shops
5. Cemeteries
6. Emergency shelters
7. Go-cart tracks (permitted if indoors)
8. Household resource recovery collection centers
9. Manufactured housing (mobile home) and trailer sales, leasing and service
10. Nurseries where trees, shrubs or flowering plants are raised for commercial purposes from seed or otherwise in order to be transplanted or propagated
11. Pawn shops
12. Self service storage facilities
13. Soup kitchens
14. Swimming pool sales and displays (permitted if all displays are indoors)
15. Taxi dispatch yards and offices
16. Title loan, check cashing or pay-day loan services
17. Transitional service shelters
18. Truck stops (specifically excluding a consumer gas station and convenience store)

EXHIBIT J

DESCRIPTION OF PRE-APPROVED USES

Pre-Approved uses shall include the following uses, unless more specifically described on Exhibit I:

1. Convenience store
2. Retail store
3. Restaurant
4. Office space
5. Service industry space

EXHIBIT K

FORM OF TRANSFeree AGREEMENT

TRANSFeree AGREEMENT

(Name of Transferee)

This TRANSFeree AGREEMENT ("Transferee Agreement") is entered into this ____ day of _____, 20__, by and between the CITY OF SPRINGFIELD, MISSOURI (the "City") and _____, a _____ [limited liability company / corporation] ("Transferee").

RECITALS

A. The property to be purchased by Transferee as legally described in **Exhibit A** attached hereto (the "Transferred Property") is part of the "Redevelopment Area" described in Brody Corners Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") approved by the City pursuant to Ordinance No. _____ adopted by the City Council on _____, 20__ (the "Redevelopment Plan Ordinance").

B. The Transferred Property is subject to that certain Tax Increment Financing Redevelopment Agreement between the City and West Sunshine Development, LLC (the "Site Developer"), dated _____, 20__, and recorded in the Office of the Recorder of Deeds of Greene County, Missouri on _____, 20__, as Document No. _____ (the "Agreement"). *Capitalized terms used but not defined herein shall have the meanings given in the Agreement.*

C. The Transferee is the successor in interest to the Site Developer with respect to the Transferred Property. The Transferee will constitute [an End Use Developer (if Transferee is purchasing undeveloped property) and] an Owner under the Agreement and shall be subject to all provisions of the Agreement relating to [End Use Developers and] Owners.

D. **Section 6.4** of the Agreement requires as a condition precedent to the transfer of property within the boundaries of the Redevelopment Area (as defined in the Agreement) that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Redevelopment Plan and the Agreement relating to the Transferred Property.

E. The parties desire to enter into this Transferee Agreement in order to satisfy the condition precedent set forth in **Section 6.4** of the Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Transferee agree as follows:

1. Transferee has entered into a purchase contract with an Owner, pursuant to which Transferee will acquire the Transferred Property.

2. Transferee acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Redevelopment Plan, the Agreement and all other documents associated with the Redevelopment Plan that may be necessary for Transferee to make an informed decision regarding purchase of the Transferred Property with respect to the matters set forth in those documents and this Transferee Agreement.

3. Transferee acknowledges and agrees that its acquisition of the Transferred Property and the transfer of the Transferred Property to Transferee is subject in all respects to the Agreement, the

requirements of the Redevelopment Plan, the Redevelopment Plan Ordinance, and the rights of the City pursuant to the Agreement, the TIF Act, and the Redevelopment Plan Ordinance. Transferee is aware of the use restrictions and design standards that are provided for in the Agreement and that the Transferred Property is subject to such restrictions and standards.

4. Transferee acknowledges and agrees that the Transferred Property is included in the Redevelopment Area created by the City pursuant to the Redevelopment Plan and that certain taxes generated by Transferee's economic activities will be applied toward Reimbursable Project Costs after the Redevelopment Project is activated by the City. Transferee shall forward to the City copies of Transferee's State of Missouri sales tax returns for the Transferred Property located in the Redevelopment Area when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Transferee's economic activities in the Redevelopment Area and/or as the City shall require, all in the format prescribed by the City. Transferee will set forth the obligation contained in this subparagraph in any further lease or sale contract affecting the Transferred Property, according to the requirements of Section 4.5(C) of the Agreement.

5. Transferee acknowledges that the Transferred Property will be subject to assessment for annual Payments in Lieu of Taxes ("PILOTs"). PILOTs are due on November 30 of each year and are considered delinquent if not paid by December 31 of each year. The obligation to make said PILOTs shall be a covenant running with the land and shall create a lien in favor of the City on the Transferred Property and shall be enforceable against Transferee and its successors and assigns in ownership of the Transferred Property.

6. Transferee acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the Transferred Property, PILOTs with respect to the Transferred Property shall continue and shall constitute a lien against the Transferred Property from which they are derived, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Agreement. Transferee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the property its rights, duties and obligations under the Agreement.

7. Transferee acknowledges that, for any subsequent conveyance, the City must be notified in writing of the proposed sale of the Transferred Property prior to the proposed effective date of the sale, which notification shall include a copy of the instrument affecting such sale along with a transferee agreement between the buyer and the City in the same form as this Transferee Agreement. Transferee acknowledges that its purchase and any subsequent sale of the Transferred Property will be subject to any and all rights of the City and Site Developer, as are set forth in the Agreement, the Redevelopment Plan, the Redevelopment Plan Ordinance and the TIF Act with respect to such purchaser or transferee of the Transferred Property, whether or not specifically enumerated herein.

8. Redevelopment Plan and the Agreement shall inure to and be binding upon the successors and assigns of Owner, as to the Transferred Property, including Transferee, as if they were in every case specifically named and shall be construed as a covenant running with the land and shall be enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Transferee Agreement.

9. City acknowledges that upon the full execution of this Transferee Agreement, the condition precedent set forth in **Section 6.4** of the Agreement with respect to the sale of the Transferred Property to Transferee shall be deemed satisfied.

10. With the exception of those continuing obligations imposed upon the Site Developer (if the transferring Owner is the Site Developer), Transferee and the City acknowledge that, upon the full execution of this Transferee Agreement, the transferring Owner is hereby released from all its obligations under the Agreement relating to the Transferred Property.

11. This Transferee Agreement shall be governed by the laws of the State of Missouri.

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

[TRANSFEE]

By: _____

Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

ATTEST:

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

(insert Exhibit A with legal description of transferred property)

(Space above reserved for Recorder's use)

Title of Document: Brody Corners Tax Increment Financing Redevelopment Agreement

Date of Document: _____, 20__

Grantor and Mailing Address: City of Springfield, Missouri
Busch Municipal Building
840 Boonville
Springfield, MO 65802
Attn: Economic Development Director

Grantee and Mailing Address: West Sunshine Development, LLC
3800 S. Fremont Ave.
Springfield, MO 65804

Legal Description: See **Exhibit B** attached hereto

After Recording, Return Documents To: Sarah Kerner
Busch Municipal Building
840 Boonville
Springfield, MO 65802

One-Rdg. _____
P. Hrngs. X
Pgs. 6
Filed: 02-15-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-053

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Redevelopment Project for the Brody Corners Tax Increment
2 Financing Plan and initiating tax increment financing therein.
3 _____
4

5 WHEREAS, by adoption of Council Bill 2022-052, the City Council approved
6 the Brody Corners Tax Increment Financing Plan ("TIF Plan") pursuant to the Real
7 Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865
8 of the Revised Statutes of Missouri; designated an area generally located at 5505 West
9 Sunshine in Springfield, Missouri, and generally bounded by the James River Freeway
10 and West Sunshine Street to the south, commercial development to the east, residential
11 property to the north, and undeveloped land to the west, containing approximately 26
12 acres of land, as the Redevelopment Area, declared the Redevelopment Area to be a
13 blighted area, and designated West Sunshine Development, LLC, as the developer of
14 record for the TIF Plan; and
15

16 WHEREAS, the Tax Increment Financing Commission of the City of Springfield,
17 Missouri approved Resolution 2022-01, which recommended that City Council approve
18 the Redevelopment Project by ordinance; and
19

20 WHEREAS, City Council now desires to approve the Redevelopment Project for
21 the TIF Plan and activate the collection of tax increment financing revenues within the
22 Redevelopment Project.
23

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

27 Section 1 – The area selected for the Redevelopment Project, as legally
28 described in "Exhibit A" and as depicted in "Exhibit B" of this Ordinance, both being
29 attached hereto and incorporated herein by reference, is approved as a redevelopment
30 project pursuant to the TIF Act.
31

32 Section 2 – Tax increment allocation financing is hereby adopted for taxable real
33 property in the above-described area selected for the Redevelopment Project. After the

34 total equalized assessed valuation of the taxable real property in the Redevelopment
35 Project exceeds the certified total initial equalized assessed valuation of the taxable real
36 property in the Redevelopment Project, the ad valorem taxes, and payment in lieu of
37 taxes, if any, arising from the levies upon the taxable real property in such project by
38 taxing districts and tax rates determined in the manner provided in subsection 2 of
39 Section 99.855 each year after the effective date of the ordinance until redevelopment
40 costs have been paid shall be divided as set forth in this section.

41
42 A. That portion of taxes, penalties and interest levied upon each
43 taxable lot, block, tract, or parcel of real property which is attributable to the initial
44 equalized assessed value of each such taxable lot, block, tract, or parcel of real
45 property in the area selected for the Redevelopment Project shall be allocated to
46 and, when collected, shall be paid by the Greene County Collector and the City
47 Finance Director or other designated financial officer of the City to the respective
48 affected taxing districts in the manner required by law in the absence of the
49 adoption of tax increment allocation financing.

50
51 B. Payments in lieu of taxes attributable to the increase in the current
52 equalized assessed valuation of each taxable lot, block, tract, or parcel of real
53 property in the area selected for the Redevelopment Project, and any applicable
54 penalty and interest over and above the initial equalized assessed value of each
55 such unit of property shall be allocated to and, when collected, shall be paid to
56 the City Finance Director or other designated financial officer of the City who
57 shall deposit such payment in lieu of taxes into the Brody Corners Special
58 Allocation Fund of the City for the purpose of paying Redevelopment Project
59 costs.

60
61 Section 3 – In addition to the payments in lieu of taxes described in Section 2
62 above, fifty percent (50%) of the total additional revenue from taxes, penalties and
63 interest which are imposed by the City or taxing districts, and which are generated by
64 economic activities within the Redevelopment Project over the amount of such taxes
65 generated by economic activities within such area in the calendar year prior to the
66 adoption of this Ordinance, while tax increment financing remains in effect, but
67 excluding personal property taxes, taxes imposed on sales or charges for sleeping
68 rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section
69 70.500, RSMo., taxes levied for the purpose of public transportation pursuant to Section
70 94.660, RSMo., licenses, fees or special assessments other than payments in lieu of
71 taxes and interest and penalties thereon, shall be allocated to and paid by the local
72 political subdivision collecting officer to the City Finance Director or other designated
73 financial officer of the City, who shall deposit such funds in a separate segregated
74 account within the Brody Corners Special Allocation Fund.

75
76 Section 4 – The City staff, the City's special legal counsel, and other appropriate
77 City officials are hereby authorized to take any and all actions as may be deemed
78 necessary or convenient to carry out and comply with the intent of this Ordinance, to
79 create those funds and accounts required by the Act to implement the TIF Plan, and to

80 execute and deliver for and on behalf of the City all certificates, instruments, and
81 agreements or other documents as may be necessary, desirable, convenient, or proper
82 to perform all matters authorized herein.
83

84 Section 5 – It is hereby declared to be the intention of the City Council that each
85 and every part, section and subsection of this Ordinance shall be separate and
86 severable from each and every other part, section and subsection hereof and that the
87 City Council intends to adopt each said part, section and subsection separately and
88 independently of any other part, section and subsection. In the event that any part,
89 section or subsection of this Ordinance shall be determined to be or to have been
90 unlawful or unconstitutional, the remaining parts, sections and subsections shall be and
91 remain in full force and effect, unless the court making such finding shall determine that
92 the valid portions standing alone are incomplete and are incapable of being executed in
93 accord with the legislative intent.
94

95 Section 6 – This Ordinance shall be in full force and effect from and after the date
96 of its passage and approval.
97

98 Passed at meeting: _____
99

100 _____
101 Mayor
102

103 Attest: _____, City Clerk
104

105 Filed as Ordinance: _____
106

107
108 Approved as to form: Jill Burris, Assistant City Attorney
109

110
111 Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022-053

FILED: 02-15-22

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To approve and activate the collection of tax increment financing revenues within the single Redevelopment Project Area of the Brody Corners Tax Increment Financing Plan.

BACKGROUND INFORMATION: City Council is considering approval of the Brody Corners Tax Increment Financing Plan (the "TIF Plan") concurrently with this Council Bill. If the TIF Plan is approved, then Council will consider approval of this Bill to begin collection of TIF revenues.

The Brody Corners TIF Redevelopment Area generally located at the northwest corner of West Sunshine Street and James River Freeway (Highway 60). The TIF Plan Staff recommends

The collection of TIF revenues within the Redevelopment Project Area will remain in effect until Developer is fully reimbursed for all certified Reimbursable Project Costs, with interest as provided in the TIF Agreement, but no longer than 23 years after the date this the Redevelopment Project ordinance is approved.

REMARKS: Staff, LCRA and the TIF Commission recommend approval.

Recommended and Submitted by:



Sarah Kerner
Economic Development Director

Approved by:



Jason Gage,
City Manager

EXHIBIT A

Legal Description of the Redevelopment Project

TRACT I:

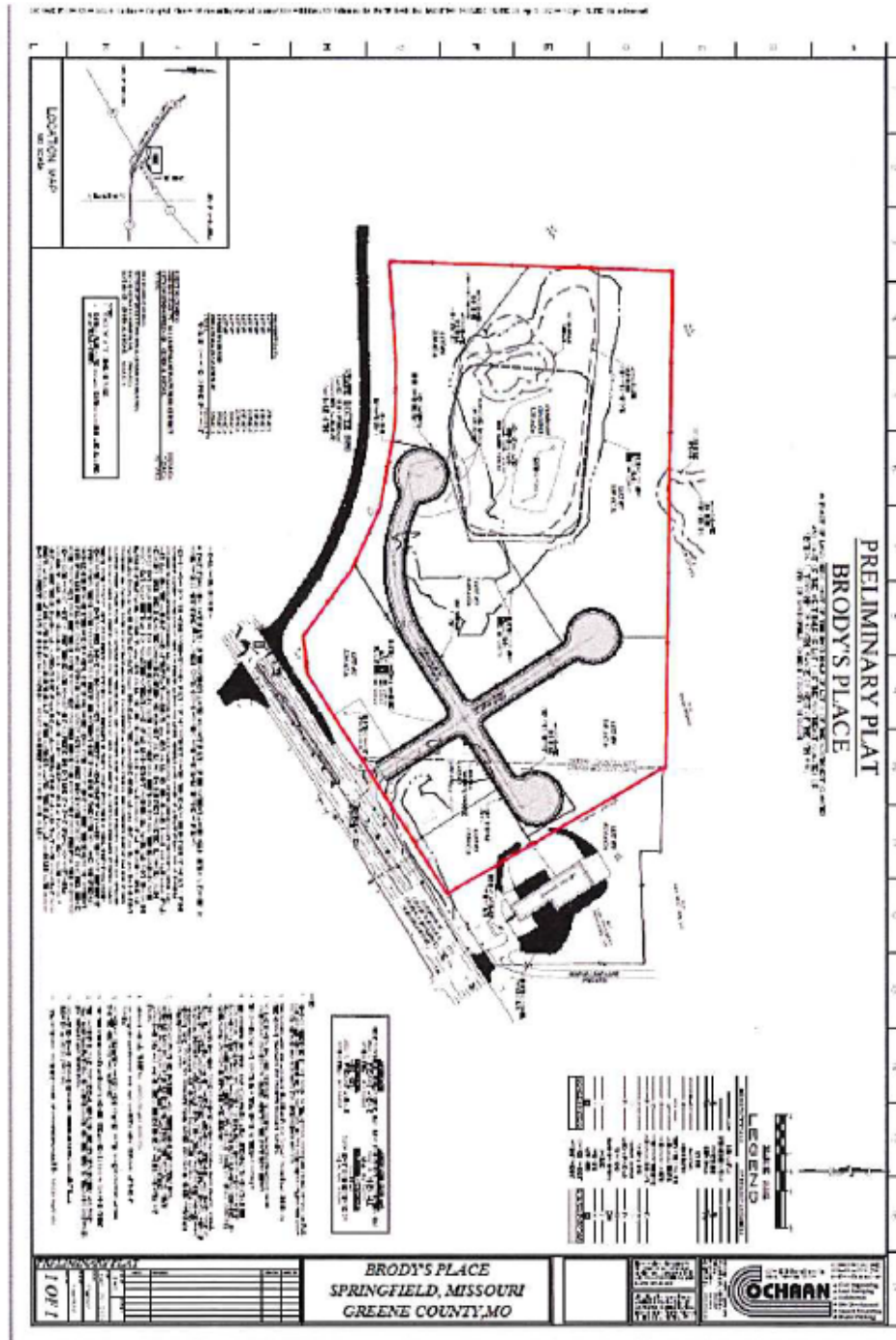
BEGINNING AT A POINT 427.87 FEET EAST OF THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 907.7 FEET TO THE NORTHEAST CORNER OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1); THENCE SOUTH ALONG THE EAST LINE OF THE EAST ONE HALF (E1/2) OF SAID LOT ONE (1), 826 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 166; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 490 FEET; THENCE NORTHWESTERLY MAKING AN ANGLE OF 90° WITH THE LAST DESCRIBED COURSE 362.65 FEET; THENCE WEST MAKING AN ANGLE OF 56°30' TO THE LEFT WITH THE LAST DESCRIBED COURSE 298.4 FEET; THENCE NORTH MAKING AN ANGLE OF 90°59' TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 794.05 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST FRACTIONAL QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23), IN GREENE COUNTY, MISSOURI.

TRACT II:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-THREE (23); THENCE EAST 427.87 FEET; THENCE SOUTH 800 FEET; THENCE WEST 427.87 FEET; THENCE NORTH TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

EXHIBIT B

Map of the Redevelopment Project



One-rdg. _____
P. Hmgs. _____
Pgs. 3
Filed: 02-15-22

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-048

SPECIAL ORDINANCE _____

AN ORDINANCE

1 DESIGNATING the official City flag adopted in 1938 as the Historic City Flag.
2 _____
3

4 WHEREAS, in 1938 Springfield Mayor Harry Durst agreed with citizen Paul
5 Harris that Springfield should have a flag, and Senior High School art students
6 submitted twenty-six ideas; and
7

8 WHEREAS, a committee comprised of City government, the Chamber of
9 Commerce, the Commercial Club, the "City Beautiful Commission" and the Civic Art
10 Commission, was convened to select a flag design; and
11

12 WHEREAS, on March 1, 1938, the City of Springfield flag adopted an official City
13 flag by approval of Resolution No. 1763; and
14

15 WHEREAS, on March 13, 1938, the first official Springfield flag was completed,
16 sewn by Phoebe Hensley, secretary of the Commercial Club; and
17

18 WHEREAS, the flag's design included three historical bars of equal width – one
19 red, one white and one blue - with four five-pointed stars, one star in each of the upper
20 and lower corners of the flag; and
21

22 WHEREAS, the red and blue bars symbolized cooperation and civic pride
23 respectively, the white bar symbolized Springfield's renown for achievements in the
24 areas of religion, homes, education, and industry, which were each represented by one
25 of the four stars; and
26

27 WHEREAS, the Springfield Identity Project designed a proposed new city flag in
28 2017 and requested that the official City flag be updated to the proposed design; and
29

30 WHEREAS, after review of the matter by the Community Involvement Committee
31 ("Committee") and engagement of the public by a variety of methods by the Department
32 of Public Information & Civic Engagement, the issue was referred to City Council for
33 consideration; and

34
35 WHEREAS, City Council approved the new design proposed by the Springfield
36 Identity Project as the official City of Springfield flag on January 10, 2022, in Special
37 Ordinance 27627; and
38

39 WHEREAS, City Council wishes to honor the City flag adopted in 1938 for
40 promoting civic pride through its long years of service by designating the flag as the
41 "Historic City Flag."
42

43 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
44 SPRINGFIELD, MISSOURI, as follows, that:
45

46 Section 1 – City Council does hereby designate the City flag adopted via
47 Resolution No. 1763 in 1938 as the "Historic City Flag." The Historic City Flag shall be
48 appropriately displayed in an exhibit in a City building, such as Historic City Hall or the
49 Busch Building, and continuing education about the Historic City Flag's place in the
50 City's history shall be provided.
51

52 Section 2 – This Ordinance shall be in full force and effect immediately upon
53 adoption.
54

55 Passed at meeting: _____
56

57 _____
58 Mayor
59

60 Attest: _____, City Clerk
61

62 Filed as Ordinance: _____
63

64 Approved as to form: Rhonda Lewsader, City Attorney
65
66

67 Approved for Council action: Jason A. Hays, City Manager
68

EXPLANATION TO COUNCIL BILL 2022-048

FILED: 02-15-22

ORIGINATING DEPARTMENTS: Public Information & Civic Engagement and Law

PURPOSE: To designate the official City flag adopted in 1938 as the Historic City Flag.

BACKGROUND INFORMATION: Mayor McClure requested this Council bill.

In 1938, Springfield Mayor Harry Durst agreed with citizen Paul Harris that Springfield should have a flag. After submission of twenty-six designs by Senior High School art students, the City of Springfield adopted an official City flag which remained the City flag for many years. On March 13, 1938, the first official Springfield flag was completed, sewn by Phoebe Hensley, secretary of the Commercial Club. The flag's design included three historical bars of equal width – one red, one white and one blue - with four five-pointed stars, one star in each of the upper and lower corners of the flag. The red and blue bars symbolized cooperation and civic pride respectively, the white bar symbolized Springfield's renown for achievements in the areas of religion, homes, education, and industry. Each area was represented by one of the four stars.

In 2017, 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. After review of the matter by City Council's Community Involvement Committee, a community educational campaign and a survey regarding the current flag design and a proposal to change the design, the issue was referred to City Council for consideration. City Council approved the new flag design on January 10, 2022, in Special Ordinance 27627.

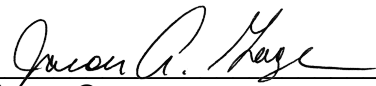
Many citizens continue to cherish the flag adopted in 1938. To preserve the history of the 1938 flag and honor the flag for its long years of service, this Council bill would designate the flag as the "Historic City Flag." The Historic City Flag will be displayed in an exhibit in a City building such as Historic City Hall or the Busch Building and continuing education about the flag's place in the City's history will be provided if this Council bill is adopted.

Submitted by:



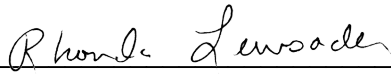
Cora Scott
Director of Public Information & Civic Engagement

Approved by:



Jason Gage,
City Manager

Submitted by:



Rhonda Lewsader,
City Attorney

EXPLANATION TO COUNCIL BILL 2022 - 056

FILED: 03-01-22

ORIGINATING DEPARTMENT: Public Information & Civic Engagement

PURPOSE: Condemning Russian aggression in Ukraine.

BACKGROUND INFORMATION: In response to the horrific situation in Ukraine, City Council wishes to formally condemn the actions of Russia in invading Ukraine.

On February 24, 2022, Russia launched an attack on neighboring Ukraine in Eastern Europe that has the world on high alert. This action has grave consequences not only in Ukraine, but also around the world. Innocent lives are being affected, as these actions have caused extraordinary suffering and loss of life for Ukrainians in their homeland.

City Council agrees with the longstanding United States support of Ukraine in the face of continued Russian aggression, which has continued since Ukraine broke off from the Soviet Union in 1991 and became independent.

In addition, City Council recognizes the more than 1,500 Ukrainian Springfieldians who are part of our community family and the impact the Russian aggression has on them, their families, and friends around the world.

Submitted by:



Mayor Ken McClure

Recommended and Approved by:



Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 19
Filed: 03-01-22

Sponsored by: Hosmer

COUNCIL BILL 2022-057 RESOLUTION

RESOLUTION

1 GRANTING a Short-Term Rental Type 2 Permit for the property located at 3236
2 East Wayland Street for the purpose of allowing the establishment
3 of a Short-Term Rental Type 2 pursuant to Section 36-473 of the
4 Land Development Code.
5 _____
6

7 WHEREAS, the owner of the property located at 3236 East Wayland Street has
8 applied for a Short-Term Rental ("STR") Type 2 Permit; and
9

10 WHEREAS, Section 36-473 of the Land Development Code states that no STR
11 Type 2 shall be permitted on a block face with fewer than four residential structures
12 unless an appeal is granted by City Council; and
13

14 WHEREAS, only two residential structures are located along the block face of the
15 subject property; and
16

17 WHEREAS, Section 36-473 of the Land Development Code requires applicants
18 to obtain signatures from fifty-five (55) percent or more of property owners adjacent to
19 and immediately across the street from the proposed property to be permitted as an
20 STR; and
21

22 WHEREAS, if the signatures of fifty-five (55) percent of the neighboring property
23 owners cannot be secured, City Council may, by resolution, grant the STR Type 2
24 Permit; and
25

26 WHEREAS, the owner of the property located at 3236 East Wayland Street has
27 obtained two signatures out of the five adjacent property owners, resulting in consent of
28 only forty (40) percent of the neighboring properties; and
29

30 WHEREAS, property owners within 500 feet of the proposed Short-Term Rental
31 Type 2 establishment were notified by regular mail of the March 7, 2022, City Council
32 meeting.
33

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

36 Section 1 – City Council hereby grants the applicant a Short-Term Rental Type 2
37 Permit for the property located at 3236 East Wayland Street. The granting of the Permit
38 is expressly subject to compliance with General Ordinance 6497, Section 36-473 of the
39 Land Development Code, and any other applicable provisions of City Code.

40
41 Section 2 – This Resolution shall be in effect immediately upon adoption and
42 passage.

43
44 Passed at meeting: _____

45
46 _____
47 Mayor

48
49 Attest: _____, City Clerk

50
51 Filed as Resolution: _____

52
53 Approved as to form: Jill Bennis, Assistant City Attorney

54
55
56 Approved for Council action: Jason A. Hays, City Manager
57

EXPLANATION TO COUNCIL BILL 2022 -057

FILED: 03-01-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Granting a Short-Term Rental Type 2 permit for the property generally located at 3236 East Wayland Street, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

BACKGROUND INFORMATION:

The property owner has applied for a Short-Term Rental ("STR") Type 2 permit to establish a Short-Term Rental Type 2 at 3236 East Wayland Street. Section 36-473 of the Zoning Ordinance requires that no STR Type 2 shall be permitted on a block face with fewer than four residential structures unless an appeal is granted by City Council. There are only two residential structures located along the block face of the subject property. Block face is defined as one side of a street from one intersection to the next, not including alleys. A residential structures' block face is determined by the mailing address assigned to the residence.

The applicant has conducted the required neighborhood meeting and obtained two signatures from the five adjacent property owners, resulting in forty (40) percent consent as shown on "Exhibit C".

The three adjacent property owners who did not sign the consent form have been notified with protest petitions that clearly state that "Failure to return this protest petition prior to the City Council meeting indicates that you do not oppose the application for a Short-Term Rental."

Property owners within 500 feet of the proposed Short-Term Rental Type 2 establishment have been notified by regular mail of the March 7th City Council meeting.

If approved, all other requirements of the Short-Term Rental requirements of Section 36-473 of the Zoning Ordinance must be met.

Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Brendan Griesemer, AICP
Assistant Director
Approved by:

Recommended by:


Susan Istenes, Director



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Applicant's Appeal Letter

Exhibit B, Neighborhood Meeting Summary and Sign-In Sheet

Exhibit C, Adjacent Owner Consent Affidavit Form

Exhibit D, Adjacent Neighbor Correspondence



Dear city Council,

We are writing to you today in regards to 3236 East Wayland St. We have applied for a short term rental type 2 And have required the 55% of signatures from the adjacent property owners. We are asking for an appeal to be granted because there are fewer than 4 homes with a wayland address on this block face. Thanks so much for your consideration.

Best,

James and Hannah Bartley

A handwritten signature in blue ink, appearing to be 'J Bartley', written over a horizontal line.

A handwritten signature in blue ink, appearing to be 'Hannah Bartley', written over a horizontal line.



Application for Short-Term Rental Type 2

****eCity INSTRUCTIONS****

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

1. Fill out the Short-Term Rental Intake Form and apply on [eCity](#).
2. Wait for Planning staff to review and send a follow-up email requesting payment of fees.

Case No.	
Date Filed	
Received By	
Receipt No.	

*Fee Amount Paid: \$ _____
[See Fee Schedule](#)

The signers of this application ask the City Council of the City of Springfield, Missouri to approve an application for the use of a short-term rental at the following address:

Property Address: 3236 E Wayland St.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application as required by the Zoning Ordinance of the City of Springfield.

PROPERTY OWNER'S INFORMATION:

Name of current property owner: James + Hannah Bartley

If corporation: Corporate Official: Bartley Group, LLC

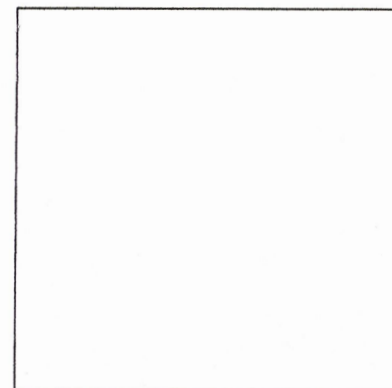
Mailing Address: 2019 N. Steeple Chase Ct.

Zip Code: 65714 Phone: (417) 840-9957

E-mail: Bartleygroupproperties@gmail.com

PROPERTY OWNER'S SIGNATURE:

Hannah Bartley



(Corporate Seal)

OPERATOR'S INFORMATION (if different):

Name: _____

Mailing Address: _____ Zip Code: _____

Phone: _____ E-mail: _____

NOTE: This application must be delivered to the Development Review Office. This application must be completed and all the items listed on the attached checklist must accompany the application or it will be returned to the applicant.

*Fees are non-refundable

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request to establish a Short-Term Rental Type 2.

2. Meeting Date & Time: Jan. 17, 2022

3. Meeting Location: 3236 E Wayland St.

4. Number of invitations that were sent: 75

5. Number of neighbors in attendance (attach a sign-in sheet): 3

6. 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 owner/operator must explain why the issues cannot be resolved.)

more traffic, bring property values down,

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

I, Hannah Bartley (print name), attest that the neighborhood meeting was held on Jan 17, 2022 (month/date/year), in accordance with the attached "Neighborhood Notification and Meeting Process."

Hannah Bartley
Signature of person completing affidavit

Hannah Bartley
Printed name of person completing affidavit

NEIGHBORHOOD MEETING SIGN-IN SHEET

Project: Short-Term Rental Type 2

Meeting Date: Jan 17, 2022

Owner/Operator: Hannah & James Bartley

Location of Meeting: 3236 E Wayland St

[illegible]



SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT

Address of Proposed Short-Term Rental: **3236 East Wayland Street**

STATE OF Missouri)

COUNTY OF Greene)

The undersigned hereby states that the undersigned verified the ownership of each residential property adjacent to the above-referenced address as defined in section 36-473(2) and obtained written consent of the proposed short-term rental at the above-referenced address from at least 55% of said owners as shown on Exhibit 1 and attached hereto. The undersigned further states that he or she personally witnessed the signatures contained on Exhibit 1 and that each person signed Exhibit 1 in the undersigned's presence. If the owner(s) signatures cannot be witnessed by the undersigned, then a notarized signature(s) of the adjacent residential property owner(s) must be obtained.

(Corporate Seal**)

Hannah Bartley
Signature of Owner/Operator

Hannah Bartley
Typed or Printed Name

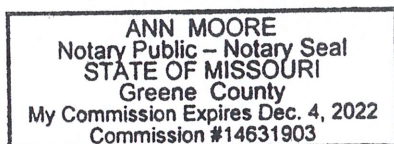
ATTEST:

Title

Corporate Secretary
(If no seal)

Name of Company or Organization
(If Applicable)

Subscribed and sworn to before me a notary public on this 31 day of Jun, 20 22.



Ann Moore
Notary Public

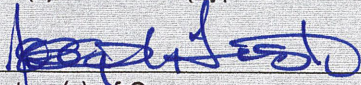
My Commission expires: Dec 04 2022

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **3236 East Wayland Street**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

1.	Address of Adjacent Residential Property: 3246 E WAYLAND ST JOSEPH FISK Owner(s) of Record (Typed or Printed)  Signature(s) of Owners OWNER Title Notary Seal (only required if signature not witnessed by applicant) NOT TRUE PROPERTY OWNER
2.	Address of Adjacent Residential Property: 2322 S MAYFAIR AVE Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title Notary Seal (only required if signature not witnessed by applicant) SEAL
3.	Address of Adjacent Residential Property: 2328 S MAYFAIR AVE Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title Notary Seal (only required if signature not witnessed by applicant) SEAL



043295-21 27 Aug 2021 03:41:00PM

Book:2021
Page:043295-21
1 pageREAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION*Kevin M. Spaulding*
RECORDER OF DEEDS

jmcguire

TAX SALE CERTIFICATE OF PURCHASE

Date of Sale: August 23, 2021

Certificate No. 21092

State of Missouri } ss
County of Greene

I, Allen Icet, County Collector in and for the County and State aforesaid, do hereby certify that Joseph B Fisk, PO Box 10405, Springfield, MO 65808 did, on the days hereinafter set forth, between the hours of 10 o'clock A.M. and 5 o'clock P.M. of the respective days, purchase at Public Auction, at the Court House in Springfield, the Lands and Town Lots below described, situated in the said County of Greene for the taxes, special assessments, interests, penalties and costs due and unpaid thereon for the years A.D. 2019 & 2020, and paid as purchase money on each tract or lot the total amount of taxes, special assessments, interests, penalties and costs thereon as stated herein above the description of the parcel:

(For Indexing Purposes: George W Rook & Collector of Revenue, Grantor / Joseph B Fisk, Grantee)

Parcel Number: 88-12-33-417-002

Location Address: 3246 E Wayland St (for reference only - not a legal address)

Legal Description: CAMBRIDGE TERR LOT 10 BLK E

Tax & Costs of Sale	\$836.87	To Whom Assessed	Purchaser
Recording Fee	\$50.00	George W Rook	Joseph B Fisk
Total	\$886.87		
Amount Bid	\$2,300.00	16112 Birdsong Rd	PO Box 10405
Surplus	\$1,413.13	Holladay, TN 38341	Springfield, MO 65808

To bear interest at the rate of 10% per annum only on taxes and costs of \$886.87 in accordance with RSMO 140.340

At any time after the expiration of one year from the date of this sale the above-named purchaser, his heirs or assigns, will upon application and compliance with the provisions of law pertaining thereto, including but not limited to RSMO 140.405, be entitled to a Deed of Conveyance for any real estate herein described, which shall not have been redeemed, provided, that on the failure of the holder of this certificate to take our said deed, as entitled by law, and file the same of record within eighteen months from the date of such sale, then and in that event the amount due such purchaser shall cease to be a lien on such lands so purchased as herein provided.

IN WITNESS WHEREOF, I hereunto set my name and affix my seal at my office in Springfield, the 27th day of August, A.D., 2021. County Collector, Allen Icet, RECEIVED, on or about the 23rd day of August, A.D., 2021 of the sum of Two Thousand Three Hundred Dollars and No Cents, the amount of purchase money on the above tract or lot of land.

I, Allen Icet, County Collector, in and for Greene County, Missouri, hereby guarantee the above to be the true amount due against said land above described as the same appears upon the records.

Allen Icet
County Collector, Greene County, Allen Icet

Subscribed and affirmed before me this 27th day of August, 2021.

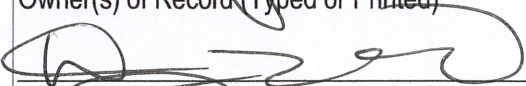
*Kevin M. Spaulding*
Kevin M Spaulding, NotaryKEVIN M. SPAULDING
My Commission Expires
January 11, 2023
Greene County
Commission #15632574

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **3236 East Wayland Street**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

1.	Address of Adjacent Residential Property: 3246 E WAYLAND ST Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
2.	Address of Adjacent Residential Property: 2322 S MAYFAIR AVE Denny L. Allen Owner(s) of Record (Typed or Printed)  Signature(s) of Owners Owner. Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
3.	Address of Adjacent Residential Property: 2328 S MAYFAIR AVE Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

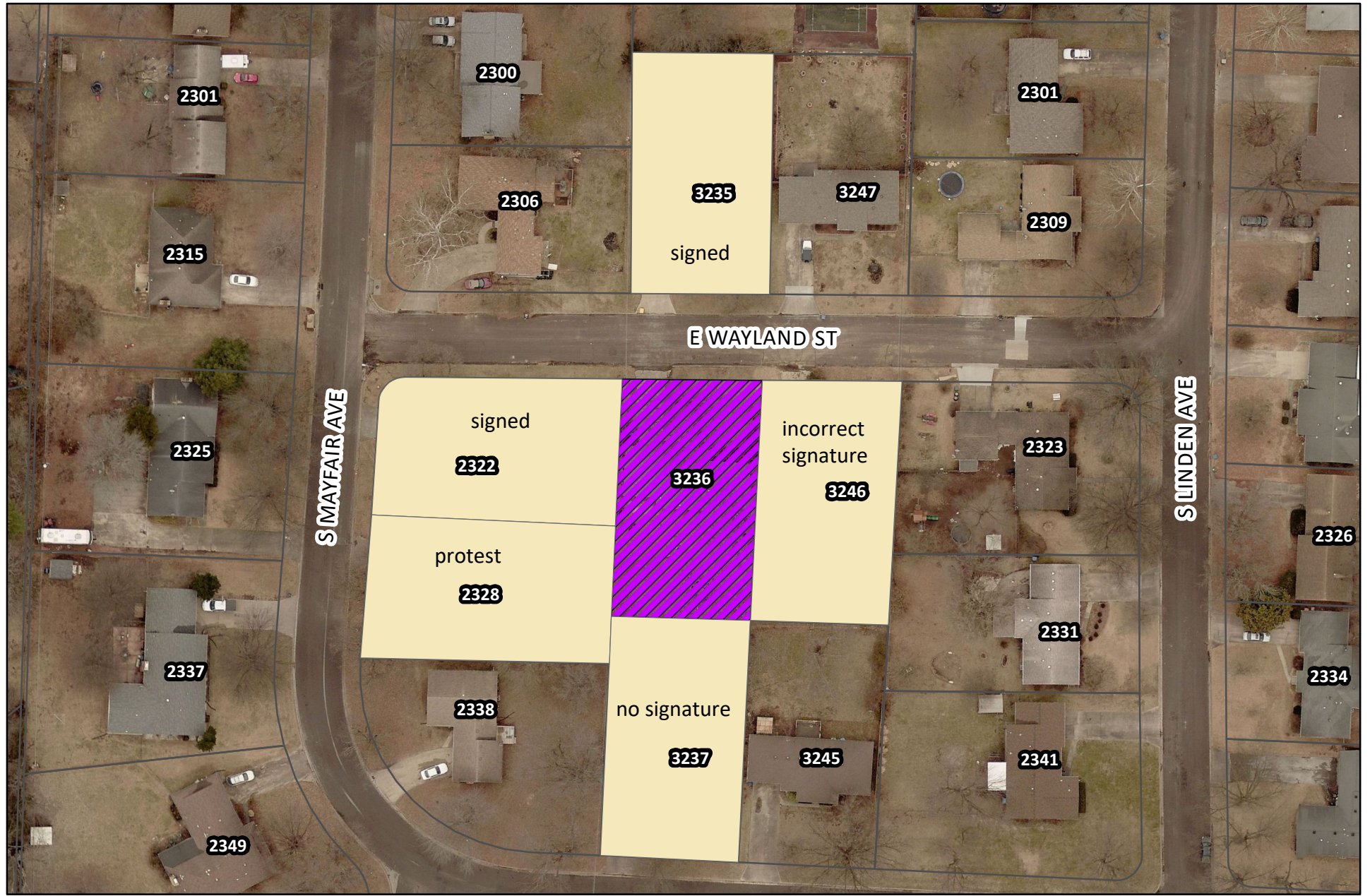
The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **3236 East Wayland Street**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

4.	Address of Adjacent Residential Property: 3237 E BERKELEY ST Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
5.	Address of Adjacent Residential Property: 3235 E WAYLAND ST Jeffery L. & Barbara J. Flatterm Owner(s) of Record (Typed or Printed) Signature(s) of Owners Owners Owner Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
6.	Address of Adjacent Residential Property: Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL

Adjacent Property



Legend

● 3236 E Wayland

Type 2 Rental Status*

● Approved

● Pending

*Status as of 2/9/2022

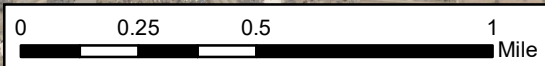
E SUNSHINE ST

E STATE HIGHWAY D

S GLENSTONE AVE

E BATTLEFIELD RD

S US HIGHWAY 65



AFFIDAVIT OF SIGN POSTING



(sign lettering must be legible in photo)

I, Hannah Bartley (print name of owner, agent, attorney), attest that the above sign was posted 10 days before the public hearing on 1-17-22 (month/day/year) and in accordance with the given posting requirements.

Hannah Bartley
Signature of person completing sign posting

Hannah Bartley
Printed name of person completing sign posting

City of Springfield, Missouri

Short-Term Rental Intake Form

1. Business Name (if applicable): Bartley Group Properties
- Operator(s) Name: James and Hannah Bartley
- Operator(s) Address: 2079 N Steeple Chase Ct
- Phone: (417) 840-9957 E-Mail: bartleygroupproperties@gmail.com

Short-Term Rental Address: 3236 E Wayland St., Springfield MO 65804

2. Property owner name, address, e-mail, and phone if different:

3. ☐ Type 1 (owner occupied; R-SF or R-TH; no more than 95 rental days when owner is absent). ☒ Type 2 (non-owner occupied or owner occupied; R-SF or R-TH unlimited rental days). ☐ Type 3 (owner occupied or non-occupied; all other districts except R-SF or R-TH; no more than 2 units per premise; unlimited rental days).
- Unit _____ Unit _____

4. Are guests housed in the primary structure or a historic carriage house (built before January 1, 1940)?
- ☒ Primary Structure ☐ Historic Carriage House

5. James and Hannah Bartley _____
- Owner/Operator Signature

APPLICANT FILL OUT TO THIS POINT

Upload this form to eCity, see second page for instructions.

PLANNING and DEVELOPMENT

1. Proposed location is zoned: R-SF 3. Verification of Historic Carriage House: N/A
2. Verification of rental type: 2 4. Verification of Density Requirements: Council Rqc

PLN: PLN2021-00479 Planning Personnel: _____ Date: _____

Comments: _____

LICENSING

BUS LIC/PERMIT# _____ DATE: _____ LIC PERSONNEL: _____

Short-Term Rental Type 2 Protest Petition Information

You are receiving this protest petition because you are an adjacent residential property owner of a proposed Short-Term Rental Type 2 and you did not sign the Adjacent Owner Consent Form. If you wish to protest the application for the Short-Term Rental, sign the protest petition on the reverse side and mail it back to the Department of Planning & Development. An application for a Short-Term Rental Type 2 at **3236 East Wayland Street** may be scheduled to go before City Council in the coming weeks and notification will be sent prior to that meeting.

Failure to return this protest petition prior to the City Council meeting indicates that you do not oppose the application for a Short-Term Rental at **3236 East Wayland Street**.

A notice with the date of the City Council hearing will be mailed at least 10 days prior to the meeting.

Why is a Short-Term Rental application going before City Council?

A Short-Term Rental Type 2 application requires a notarized affidavit containing signatures of at least 55 percent of adjacent residential property owners, including those adjoining and immediately across the street. If the signatures of at least 55 percent of neighboring property owners cannot be secured the applicant may apply to the city council to obtain a resolution granting the STR type 2 permit.

Return to: Department of Planning & Development
c/o Development Review
City of Springfield
840 Boonville Avenue
Springfield, MO 65802

What to Remember When Signing the Petition:

1. The petition must be signed by all property owners.
2. Each property owner must sign his or her name personally. Spouses cannot sign for each other.
3. A Notary Public must witness each signature.

If you have any questions about this procedure, please call the Department of Planning and Development at (417) 864-1611.

**SHORT-TERM RENTAL TYPE 2 PROTEST PETITION TO THE
CITY COUNCIL OF SPRINGFIELD, MISSOURI**

Please take notice that the undersigned property owners acknowledge that they are the residential property owners, including those adjoining and immediately across the street, adjacent to the proposed Short-Term Rental and that said owners do protest and object to said proposed Short-Term Rental Type 2.

Short-Term Rental Address: **3236 East Wayland Street**

This protest is given in contemplation of the provisions of City Code and applicable laws. This petition must be filed with the Department of Planning & Development prior to the City Council hearing (if applicable).

Printed Name of Owner	Owner(s) Address	(if different) Property Address	Owner(s) Signature(s)
Diana Lynne Wilken	2328 S. Mayfair Ave Springfield, Mo. 65804		Diana L. Wilken

PLEASE NOTE:

ALL OWNERS OF RECORD MUST SIGN THE PETITION EXACTLY AS SHOWN ON THE DEED FOR THIS PROTEST TO BE VALID.

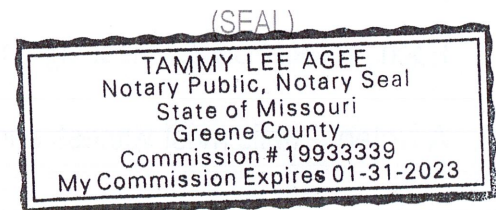
THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.

STATE OF MISSOURI
COUNTY OF GREENE ss.

On this 15th day of February, 2022, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Tammy Lee Agee
Notary Public

My Commission Expires: 01/31/2023



One-rdg. X
P. Hrngs.
Pgs. 3
Filed 03-01-22

Sponsored by Hardinger

COUNCIL BILL 2022- 058 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager or his designee, to apply for up to \$8,000,000 in
2 grant funds from the United States Department of Transportation
3 Rebuilding American Infrastructure with Sustainability and Equity
4 Grant Program to fund the improvements for the Jefferson Avenue
5 Footbridge Rehabilitation Project.
6
7

8 WHEREAS, the Jefferson Avenue Footbridge was built in 1902, is on the
9 National Register of Historic Places, and has been closed for rehabilitation; and
10

11 WHEREAS, the City received two unresponsive bids to the project to rehabilitate
12 Jefferson Avenue Footbridge in 2021, each of which exceeded the amount budgeted for
13 the project; and
14

15 WHEREAS, based on these bids, the estimated total cost to rehabilitate the
16 Jefferson Avenue Footbridge is \$6,600,000; and
17

18 WHEREAS, the United States Department of Transportation (“USDOT”)
19 Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) Grant
20 Program offers discretionary grants that help communities carry out projects with
21 significant local or regional impact; and
22

23 WHEREAS, the Federal share of project costs may be up to 80 percent, or 100
24 percent if the project is located in an area deemed a historically disadvantaged
25 community; and
26

27 WHEREAS, proposed RAISE projects are rigorously reviewed and evaluated by
28 USDOT using statutory criteria for safety, environmental sustainability, quality of life,
29 community connectivity, and others, and are selected based on merit.
30

31 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
32 SPRINGFIELD, MISSOURI, as follows, that:
33

34 Section 1 – The City Manager, or his designee, is hereby authorized to apply for
35 the RAISE grant from the United States Department of Transportation in the amount of

36 \$8,000,000, for the purpose of rehabilitating the Jefferson Avenue Footbridge.

37
38 Section 2 – This Resolution shall be effective immediately upon adoption.

39
40 Passed at meeting: _____

41
42 _____
43 Mayor

44
45 Attest: _____, City Clerk

46
47 Filed as Resolution _____

48
49 Approved as to form: Kyle Teltz, Assistant City Attorney

50
51
52 Approved for Council action: Jason A. Hage, City Manager
53

EXPLANATION TO COUNCIL BILL 2022- 058

FILED: 03-01-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager or his designee, to apply for up to \$8,000,000 in grant funds, (100% of the \$8,000,000 total project budget) from the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") Grant Program to fund the improvements for the Jefferson Avenue Footbridge Rehabilitation Project.

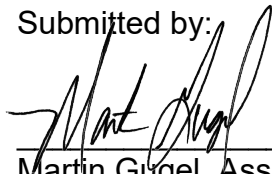
BACKGROUND INFORMATION: The Jefferson Avenue Footbridge was built in 1902 and is on the National Register of Historic Places. The bridge is currently closed and need of repair before reopening. The project was bid in 2021 with two unresponsive bids received. Additionally, these two bids exceeded the funds that had been budgeted for the project. On December 7, 2021, City Council asked staff to look for additional funding opportunities. The RAISE Grant could provide the additional funding needed for this project. It is anticipated that projects selected for this grant will be announced by August 12, 2022.

Supports the following City Council Priorities:

- Quality of Place
- Public safety
- Economic vitality
- Fiscal sustainability

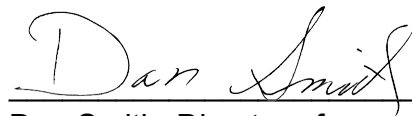
REMARKS: Public Works recommends passage of this Resolution.

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. X
Pgs. 19
Filed: 03-01-22

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-059

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 0.30 acres of property generally located at 1218, 1226, and 1238
4 East Pacific Street from GM, General Manufacturing, to R-TH,
5 Residential Townhouse, with Conditional Overlay District No. 209;
6 establishing Conditional Overlay District No. 209; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning
8 Commission both recommend approval.)
9 _____
10

11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at located at 1218, 1226, and 1238 East Pacific Street from GM,
13 General Manufacturing, to R-TH, Residential Townhouse, with Conditional Overlay
14 District No. 209; and
15

16 WHEREAS, Conditional Overlay District No. 209 shall modify the requirements of
17 the Springfield Land Development Code Section 36-381, R-TH, Residential Townhouse,
18 by requiring that the property described in "Exhibit B" comply with the requirements
19 described in "Exhibit A;" and
20

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

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

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

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

35 Section 1 – The property described in "Exhibit B," which is attached hereto and
36 incorporated herein by this reference, is hereby rezoned from GM, General
37 Manufacturing, to R-TH, Residential Townhouse, with Conditional Overlay District No.
38 209. Springfield Land Development Code, Section 36-306, 'Official zoning map and
39 rules for interpretation,' is hereby amended, changed, and modified consistent with this
40 Ordinance.

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 209
43 which shall contain the requirements and standards provided in "Exhibit A," which is
44 attached hereto and incorporated herein by this reference as though set forth herein.
45 The requirements of Conditional Overlay District No. 209 shall modify the requirements
46 of the Springfield Land Development Code Section 36-381, R-TH, Residential
47 Townhouse District, by requiring the property described on "Exhibit B" comply with the
48 requirements contained in "Exhibit A."

49
50 Section 3 – City Council hereby directs the City Manager, or designee, to update
51 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
52 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
53 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
54 rules of interpretation.'

55
56 Section 4 – The Official Zoning Map herein adopted shall be maintained and
57 archived in the same digital form in which this Council has approved its adoption.

58
59 Section 5 – This Ordinance shall be in full force and effect from and after
60 passage.

61
62 Passed at meeting: _____

63
64 _____
65 Mayor

66
67 Attest: _____, City Clerk

68
69 Filed as Ordinance: _____

70
71
72 Approved as to form: Jill Burris, Assistant City Attorney

73
74
75 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022 -059

FILED: 03-01-22

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 0.30 acres of property generally located at 1218, 1226, and 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse with Conditional Overlay District No. 209, and establishing Conditional Overlay District No. 209 (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-23-2021/ CONDITIONAL OVERLAY DISTRICT NO. 209

The applicant is requesting to rezone approximately 0.30 acres of property generally located at 1218, 1226 & 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse, with Conditional Overlay District 209, and establishing Conditional Overlay District No. 209. The applicant intends to develop housing on each of the lots.

REMARKS:

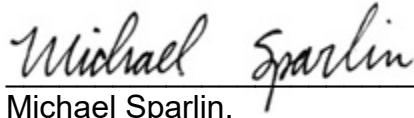
The Planning and Zoning Commission held a public hearing on February 10, 2022, and recommended to approve, by a vote of 6 to 0.

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-TH district would be more consistent with the residential zoning located along National Avenue and the residential uses that are located between the subject properties.
4. This area is not suitable for General Manufacturing zoning as the neighboring properties are zoned R-TH or have residential uses.

Submitted by:



Michael Sparlin,
Senior Planner

Recommended by:



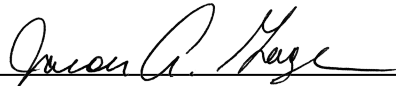
Brendan Griesemer, AICP
Assistant Director

Recommended by:



Susan Istenes,
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 and comments

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-23-2021 & CONDITIONAL OVERLAY DISTRICT NO. 209

The requirements of *Section 36-381*. of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Sidewalk is required to be constructed along the property frontage at the time of development. The applicant has the option to apply to the Administrative Review Committee for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit.
2. Pacific Street shall be extended and constructed to meet the City of Springfield Public Works Design Standards. Public Improvement Plans are required, and improvements constructed, or funds escrowed prior to issuance of a building permit.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-23-2021 & CONDITIONAL OVERLAY DISTRICT NO. 209

ALL OF LOT TWENTY (20), AND ALL OF LOT EIGHTEEN (18), EXCEPT THE SOUTH 9 FEET THEREOF, AND ALL OF LOT SIXTEEN (16), EXCEPT THE SOUTH 9 FEET THEREOF, ALL IN BLOCK "B" IN COOMBS ADDITION TO NORTH SPRINGFIELD, A SUBDIVISION NOW IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT C

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – February 10, 2022**

Z-23-2021 w/COD #209
1218, 1226 & 1238 East Pacific Street
Applicant: John Oke-Thomas

Ms. Kuleya Bruce recused herself.

Mr. Hosmer stated that this is a request to rezone approximately 0.30 acres of property generally located at 1218, 1226 and 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 209. The Comprehensive Plan identifies this area as Low-Density Housing. The Transportation Plan classifies Pacific Street as a Local-Residential roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. A fee in lieu of stormwater detention will be allowed.

The COD will limit require:

- Sidewalks along Pacific Street
- Pacific Street shall be extended

Staff recommends approval.

Mr. Coltrin asked about the sidewalk in the gap areas.

Mr. Hosmer noted that when it gets developed the sidewalks will fill in, but Public Works can answer.

Ms. Dawne Gardner noted that they have a new program (filling gaps on sidewalks), and this will be on that list.

Mr. Doennig opened the public hearing.

Mr. John Oke-Thomas, 1972 E. Chestnut, representing the owner and glad the City will fill in the gaps on the sidewalks. These are empty lots and try to create 3-bedroom residential houses and bring back the neighborhood to single family and would like to preserve the neighborhood around the church.

Mr. Colony asked about extending the street.

Mr. Oke-Thomas noted that they are extending the street.

Mr. Gary Reed, 1232 E. Pacific and owns a lot of the property around the area and believes that this will ruin his commercial property due to zoning over to Single Family Residential. He wants to build an auto-repair shop when he retires and with the houses

constructed there, he cannot build the auto repair shop. He has had engineers out to review and they noted that there will be stormwater issues in the area.

Mr. Colony asked about the properties that are zoned General Manufacturing and if there are houses on them.

Mr. Reed said that there are houses on those lots and has bought lots in the area in order to build his auto repair shop and he also questioned about hooking up the sewer.

Mr. Doennig closed the public hearing.

Mr. Knuckles asked what are the bufferyard requirements between general manufacturing and residential.

Mr. Hosmer noted they qualify for reduced bufferyard requirements area of 5 feet.

Mr. Coltrin asked how and when it was zoned general manufacturing.

Mr. Hosmer noted that it was probably rezoned in 1995 and believes it was thought since it was next to a railroad that they believed it was best as general manufacturing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Z-23-2021 w/COD #209 (1218, 1226 & 1238 East Pacific Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Jobe, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven. K. Bruce recused herself.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



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

FEBRUARY 10, 2022

March 7, 2022

CASE: Z-23-2021 w/COD #209

ACRES: Approximately 0.30 acres

LOCATION: 1218, 1226 and 1238 East Pacific Street

EXISTING LAND USE: Undeveloped land

APPLICANT: Oke-Thomas Investments Inc.

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 0.30 acres of property generally located at 1218, 1226 and 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 209.

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-TH district would be more consistent with the residential zoning located along National Avenue and the residential uses that are located between the subject properties.
4. This area is not suitable for General Manufacturing zoning as the neighboring properties are zoned R-TH or have residential uses.

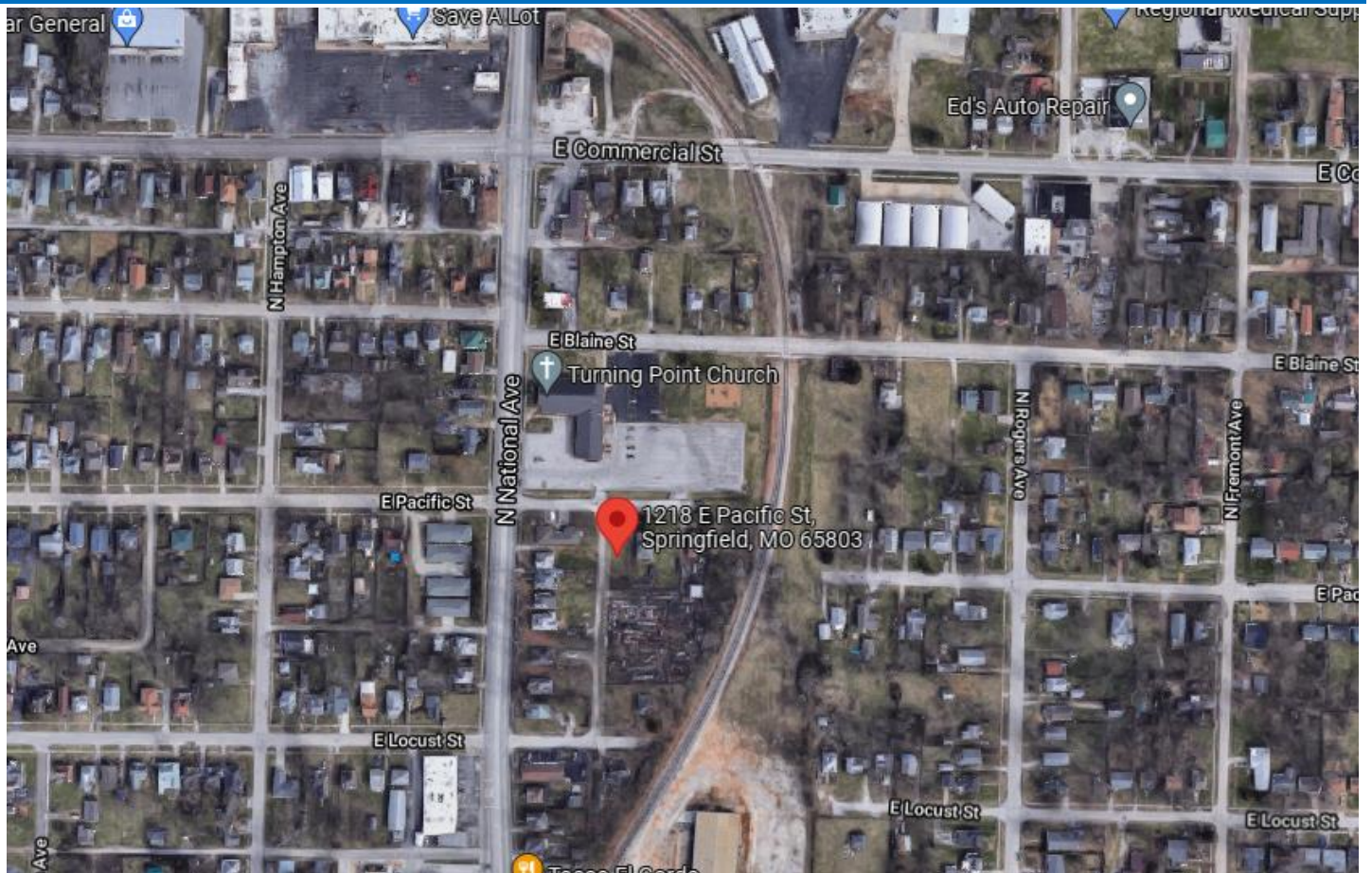
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	GM	Railroad right-of-way	R-TH
LAND USE	Church parking lot and basketball court	Undeveloped land	Railroad	Duplex and Single-family residence

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was zoned GM in the city-wide remapping in 1994.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-TH
Use Limitations	(a) There shall be a separate platted lot of record for each single-family semi-detached or townhouse dwelling unit. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) 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: 1. Single-family detached dwellings and residential group homes: 5,000 square feet. 2. Duplexes: 7,500 square feet. 3. Each single-family semi-detached dwelling on a separate platted lot: 3,750 square feet. 4. Each townhouse on a separate platted lot: End lots: 4,000 square feet. Interior lots: 3,000 square feet. 5. All other uses: 7,500 square feet.
Minimum open space requirements	Not less than 20 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 structures containing three or more townhouse dwelling units.

Development Review Staff Report



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.

STAFF COMMENTS:

- 1) The applicant is requesting to rezone approximately 0.30 acres of property generally located at 1218, 1226 & 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 209. The applicant intends to develop housing on each of the lots.
- 2) The R-TH district is intended to accommodate a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 units per acre). This district is also intended to function as a transition between the less intense single-family district and more intense multifamily districts.
- 3) The R-TH district is consistent with adjacent properties that have frontage on National Avenue. The two lots that are located between the subject properties are developed as single-family housing. Residential zoning would be more consistent with the surrounding properties in this area.
- 4) This area is not suitable for General Manufacturing zoning as the neighboring properties are zoned R-TH or have residential uses. Staff believes that the GM district is in this location due to the proximity to the railroad, however, the property in this area has not developed as manufacturing uses and is predominately residential. Pacific Street is not built to be used for industrial traffic.
- 5) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on January 20, 2022. 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: 13

Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with proposed rezoning.

CITY UTILITIES:

No issues with proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Public sewer is available for the address.

FIRE DEPARTMENT:

No issues.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Pacific Street as a Local-Residential roadway. The standard right-of-way width for E. Pacific Street is 25-feet from the centerline. It appears no additional right-of-way is needed along E. Pacific Street. E. Pacific Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for E. Pacific Street. On-street parking is allowed along E. Pacific Street.

DRIVEWAY ACCESS

There is currently two driveway access points onto the properties from E. Pacific Street. Access to this property will be allowed based on existing City of Springfield standards for a Local roadway.

SIDEWALK

There is not existing sidewalk along the property frontage of E. Pacific Street. Sidewalk is required to be constructed along the property frontage at the time of development. The applicant has the option to apply to the Administrative Review Committee for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are two bus stops in the vicinity of this property along National Avenue.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning shows a decrease in the number of trips generated. Sidewalk is required to be constructed along the property frontage at the time of development. The applicant has the option to apply to the Administrative Review Committee for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit. Pacific Street will need to be extended and constructed that meets the City of Springfield Public Works Design Standards. Public Improvement Plans are required and improvements constructed or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW	Required Street ROW
--	-------------	-----------------------	-------------------	---------------------	---------------------

Development Review Staff Report



				from Centerline (ft.) (Approx.)	from Centerline (ft.)
Street 1	E. Pacific Street	Local - Residential	Yes	25	25
		AM Peak	PM Peak	Weekday	Weekend
	Existing Trips Generated	7.9	7.9	49.77	
	*Proposed Trips Generated	5	6	47.4	
	Additional Trips Generated	-3.95	-3.16	-2.37	

*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 Jordan Creek North Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention will be allowed. The property is not in a stream buffer area.

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

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

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-23-2021 & CONDITIONAL OVERLAY DISTRICT NO. 209

The requirements of *Section 36-381* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Sidewalk is required to be constructed along the property frontage at the time of development. The applicant has the option to apply to the Administrative Review Committee for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit.
2. Pacific Street shall be extended and constructed to meet the City of Springfield Public Works Design Standards. Public Improvement Plans are required, 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: GM to R-TH
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 01/20/2022 From 4:00 P.M. to 6:30 P.M.
3. Meeting Location: 1722 North National Avenue Springfield, MO. 65803
4. Number of invitations that were sent: 175(?)
5. How the mailing list was generated: The City
6. Number of neighbors in attendance (attach a sign-in sheet): 11
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).

Of those in attendance, only two spoke against the rezoning. One was concern with noise, she felt that the development will add to the noise and traffic in the area. The other was from the owner of the two properties next to these developments. He is dead-set against the rezoning as he plans to start a junkyard business in the near future and he is upset that the church did not sell him the three properties so he could use it for his future junkyard business. He intends to speak against it in any public forum. Other than these two, there is wide spread support from all in attendance and they intend to speak in favor at any public forum.

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

We explained to the individual that was concern about noise and traffic that the development is for single family and she seems to be satisfied with the answer. As for the other neighbor, there is nothing we can do to satisfy his concern.

I, JOHN OKE-THOMAS (print name), attest that the neighborhood meeting was held on 01/20/2022 (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."

JOHN OKE-THOMAS
Signature of person completing affidavit

JOHN OKE-THOMAS
Printed name of person completing affidavit



Kayla Jordan

ATTENDANCE @ EAST PACIFIC STREET (1218, 1226 & 1236) REZONING

Date of Meeting: January 20, 2022

Time: 4:00 pm - 6:30 pm

Location: 1722 North National Avenue, Springfield, MO

Last Name	First Name	Address	Home Phone
Young	Stephen	1714 N Fremont	417-343-0626
Johnson	Eugene	1523 N Delaware	417-569-1305
Espinoza	Jessica	1626 N National	417-837-9428
Kirklin	Eric	1516 N Fairway	417-833-7279
Manley	Loy	1218 E Locust	417-880-3492
Johnson	Judy	1523 N. Delaware 03	417-869-1308
Maynard	Mark	1504 E Pythian St	918-231-4960
Espinoza	Jesus	2048 N Lyon	417-755-1202
Dean	Barbara	1426 E Pacific	417-865-3555 (?)
Reed	Gary	1232 E Pacific	417-339-0085
Green	Kaye	1432 E Pacific (Lot)	417-833-8409

DATE:	12-27-21	Telephone No.	417-379-0085
YOUR NAME:	Gary Reed		
YOUR ADDRESS:	1232 E. Pacific St.		
PROJECT ADDRESS:	1218, 1226 & 138 E. Pacific St.		

COMMENTS: I thought I owned 6 lots in that zone that are G.M. I bought them around 30 years ago because they were G.M. I do not want to increase he has done talked to the city & me about this now he wants to have a neighborhood. need just to waste my time
Thank you Gary Reed

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

2-23-21

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 03-01-22

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-060

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 0.24 acres of property generally located at 3817 East San Poppi
4 Court from County Plot Assignment District No. 1014 to R-SF,
5 Single-Family Residential District; and adopting an updated Official
6 Zoning Map. (Staff and Planning and Zoning Commission both
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at located at 3817 East San Poppi Court from County Plot Assignment
12 District No. 1014 to R-SF, Single-Family Residential District; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
16 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
17 and said Commission made its recommendation; and
18

19 WHEREAS, the City has reviewed the applicant's request and prepared a staff
20 report concerning the application which is attached hereto and incorporated herein by
21 this reference as "Exhibit C;" and
22

23 WHEREAS, proper notice was given of a public hearing before City Council, and
24 said hearing was held in accordance with the law.
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
27 SPRINGFIELD, MISSOURI, as follows, that:
28

29 Section 1 – The property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned from County Plot Assignment
31 District No. 1014 to R-SF, Single-Family Residential District. Springfield Land
32 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
33 hereby amended, changed, and modified consistent with this Ordinance.

34 Section 2 – City Council hereby directs the City Manager, or designee, to update
35 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
36 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
37 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
38 rules of interpretation.'

39
40 Section 3 – The Official Zoning Map herein adopted shall be maintained and
41 archived in the same digital form in which this Council has approved its adoption.

42
43 Section 4 – This Ordinance shall be in full force and effect from and after
44 passage.

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55
56 Approved as to form: Jill Bennis, Assistant City Attorney

57
58
59 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022 -060

FILED: 03-01-22

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 0.24 acres of property generally located at 3817 East San Poppi Court from County Plot Assignment District ("PAD") No. 1014 to R-SF, Single-Family Residential District (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-2-2022

The applicant is proposing to rezone approximately 0.24 acre of property generally located at 3817 East San Poppi Court from County Plot Assignment District ("PAD") No. 1014 to R-SF, Single-Family Residential District. The intent of the rezoning application is to allow for the construction of a single-family residence. The current PAD requires a 20-foot rear yard setback while the R-SF zoning district only requires 10% of the lot depth which would be a 14-foot rear yard setback.

REMARKS:

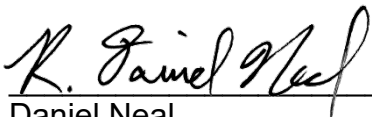
The Planning and Zoning Commission held a public hearing on February 10, 2022, and recommended to approve, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Golf uses. The proposed rezoning to R-SF will allow for a single-family residence to be constructed and will not affect the Millwood Golf and Racquet Club uses as planned.
2. The County PAD 1014 is more restrictive on rear yard setbacks than the R-SF zoning district.

Submitted by:

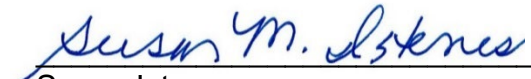

Daniel Neal,
Senior Planner

Recommended by:



Brendan Griesemer, AICP
Assistant Director

Recommended by:



Susan Istenes,
Director

Approved by:



Jason Gage,
City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-2-2022

All of Lot 15 of San Poppi at Millwood Phase III, a subdivision in Springfield, Greene County, Missouri.

EXHIBIT B

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – January 13, 2022**

Z-2-2022
3817 East San Poppi Court
Applicant: Kelly & Tamra Rhoades

Mr. Hosmer states that this is a request to rezone property generally located at 3817 E. San Poppi from County Plot Assignment District (PAD) No. 1014 to R-SF, Single-Family Residential District. The Comprehensive Plan identifies this area as Golf (Low-Density Housing). The Transportation Plan classifies San Poppi Court as a Local-Residential roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, sinkhole area or stream buffer area. Stormwater detention is already provided. The intent of the rezoning application is to allow for the construction of a single-family residence. The current PAD requires a 20-foot rear yard setback while the R-SF zoning district only requires 10% of the lot depth which would be a 14-foot rear yard setback. Staff recommends approval.

Mr. Knuckles asked about the difference from County to City zoning and if the setback is different.

Mr. Hosmer noted that it is a Plot Assignment District (PAD) and they are mainly residential and the applicant wants to build out further than what the PAD allows.

Mr. Doennig opened the public hearing.

Mr. Kelly Rhoades, 2917 Woodbridge Creek Drive and wants to build a deck to the 20' setback, noting that the lot back ups to a common area/lake with a walkout.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Z-2-2022 (3817 East San Poppi Court). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

FEBRUARY 10, 2022

CITY COUNCIL PUBLIC HEARING:

MARCH 7, 2022



CASE NUMBER:
Z-2-2022

LOCATION:
3817 E. San Poppi Court

ACRES:
Approximately 0.24 acre

EXISTING LAND USE:
Undeveloped/vacant lot

APPLICANT:
Tamra Rhoades

STAFF:
Daniel Neal, 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:

Request to rezone property generally located at 3817 E. San Poppi from County Plot Assignment District (PAD) No. 1014 to R-SF, Single-Family Residential District.

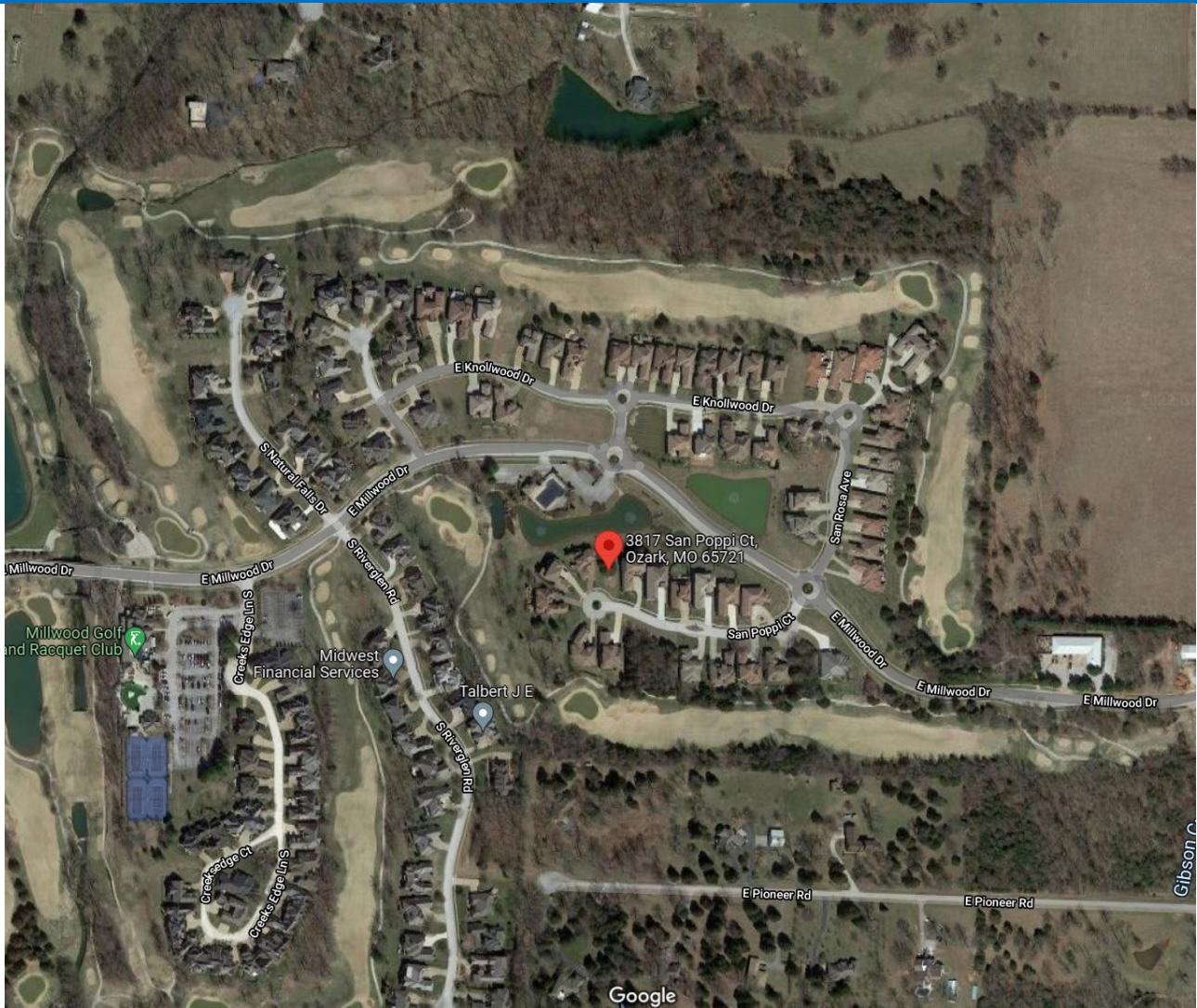
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Golf uses. The proposed rezoning to R-SF will allow for a single-family residence to be constructed and will not affect the Millwood Golf and Racquet Club uses as planned.
2. The County PAD 1014 is more restrictive on rear yard setbacks than the R-SF zoning district.

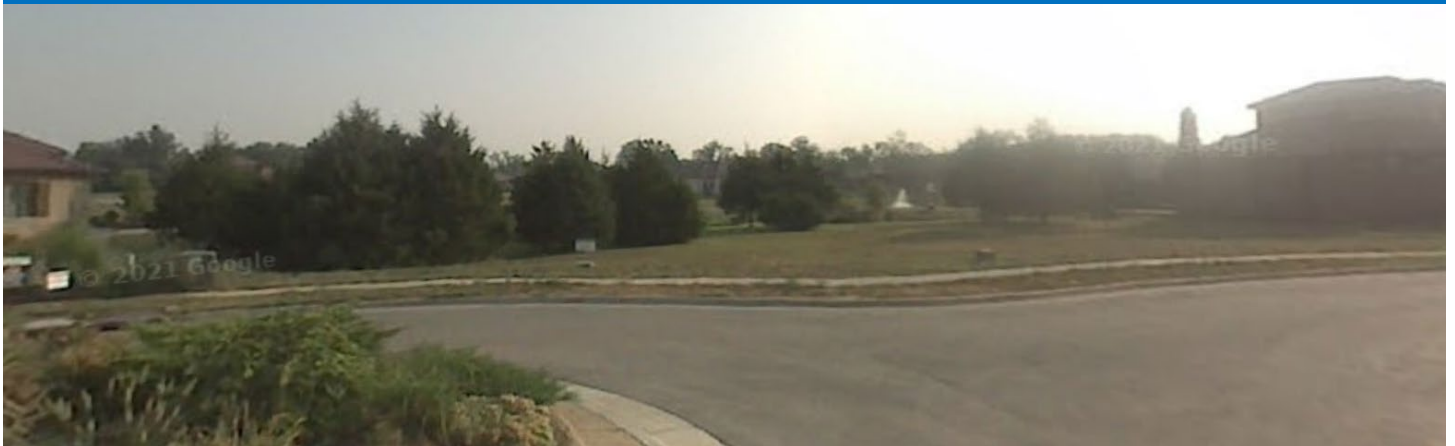
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PAD 1014	PAD 1014	PAD 1014	PAD 1014
LAND USE	Golf course amenities	Single-family residential	Single-family residential	Single-family residential

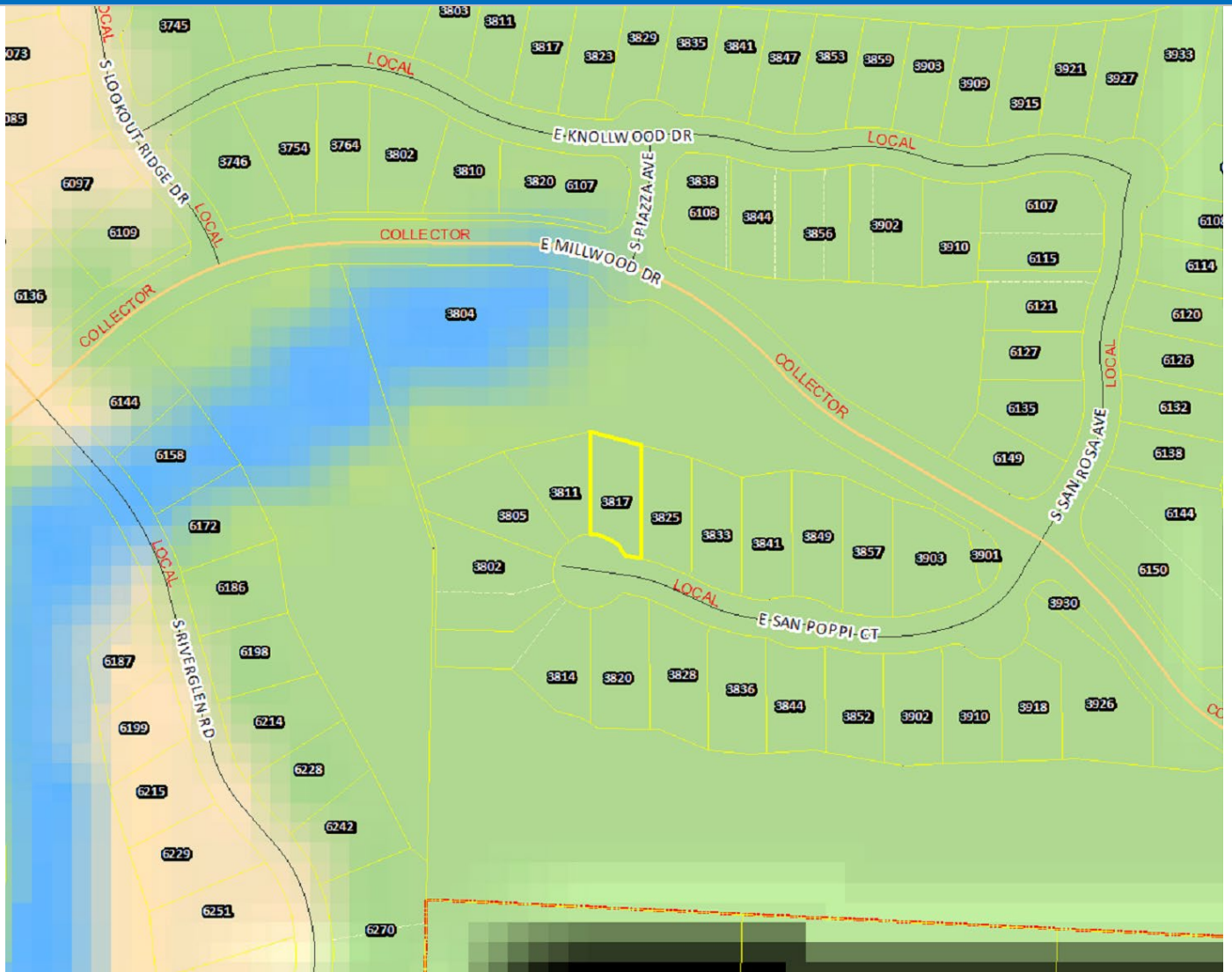
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was annexed in 1996 and already existed as a private golf course community in the County. The subject property is currently zoned PAD No. 1014 which allows for single-family and golf course uses.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-SF
Use Limitations	All activities and permitted uses except off-street parking and loading facilities, drive-thru facilities and day care activities shall be conducted entirely within a completely enclosed building.
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.
Front Yard Setback	Fifteen feet along a street classified as a local street or as required by Section 36-453 (garages shall be set back a minimum of 20 feet).
Side Yard Setbacks	Five feet or as required by section 36-453, supplemental open space and yard regulations.
Rear Yard Setbacks	Ten percent of the lot depth but may not be less than ten feet nor shall more than 20 feet be required.
Open Space Requirement	Not less than 30 percent of the total lot area
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING
N/A	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Golf uses.

The *Major Thoroughfare Plan* classifies San Poppi Court as a residential local roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.24 acre of property generally located at 3817 E. San Poppi Court from County Plot Assignment District (PAD) No. 1014 to R-SF, Single-Family Residential District. The intent of the rezoning application is to allow for the construction of a single-family residence. The current PAD requires a 20-foot setback while the R-SF zoning district only requires 10% of the lot depth which would be a 14-foot rear yard setback.
2. This property is contained within Plot Assignment District (PAD) No. 1014, which regulates development for the majority of the Millwood subdivision. This PAD therefore contains the property line setbacks applicable to development in this district. Deviations from these setback requirements cannot be approved by City staff; because the setbacks are determined by the PAD, the property will need to be rezoned to deviate from the PAD's requirements.
3. A Traffic Impact Study was not required as there is no change in use from the county PAD zoning to city R-SF zoning (see Attachment 1 - Traffic Comments for more details).

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on January 20, 2022, regarding the proposed rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

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

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

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No comments.

CLEAN WATER SERVICES COMMENTS:

No objection to the rezoning. Lot has access to public sewer.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. San Poppi Court as a Local-Residential roadway. The standard right-of-way width for E. San Poppi Court is 25-feet from the centerline. It appears no additional right-of-way is needed. E. San Poppi Court is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for E. San Poppi Court. On-street parking is allowed along E. San Poppi Court.

DRIVEWAY ACCESS

There is currently no driveway access point onto the property from E. San Poppi Court. Access to this property will be allowed based on existing City of Springfield standards for a Local roadway.

SIDEWALK

There is existing sidewalk along the property frontage of E. San Poppi Court.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops in the vicinity of this property.

IMPROVEMENTS

A Traffic Impact Study was not required as there is no change in use from the county zoning to city R-SF zoning.

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. San Poppi Court	Local - Residential	Yes	25	25

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	4	5	48	
*Proposed Trips Generated	4	5	48	
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

STORMWATER COMMENTS:

The property is in the **Hunt Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided**. Existing detention for property exists with detention basin located to the north of the property. The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria 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 stormwater design criteria 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 stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. Stormwater has no issues with proposed rezoning.
6. Stormwater easement exists on the west side of property for the buried 24 inch stormwater pipe, shown on plans for rezoning.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: County (PAD) No. 1014 to Residential Single Family
(existing zoning) (proposed zoning)
2. Meeting Date & Time: January 20, 2022: 4pm to 6:30 pm
3. Meeting Location: Millwood Country Club, Ozark MO
4. Number of invitations that were sent: 90
5. How the mailing list was generated: Planning and Zoning Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

Wanted to understand what we were doing.

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

No issues to address.

I, KELLY RHOADES (print name), attest that the neighborhood meeting was held on JAN 20, 2022 (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."

Kelly S Rhoades
Signature of person completing affidavit

KELLY S RHOADES
Printed name of person completing affidavit

Sign-in Sheet

Kelly and Tamra Rhoades: 2817 San Poppi Ct. (Lot 15)

Jan. 20, 2022

Vicki Campbell DRC Chair, Millwood POA

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 03-01-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-061

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 0.29 acres of property generally located at 838 East Walnut Street
4 from GI, Government and Institutional District, to R-HD, High
5 Density Multi-Family Residential District, with Conditional Overlay
6 District No. 208; establishing Conditional Overlay District No. 208;
7 and adopting an updated Official Zoning Map. (Staff and Planning
8 and Zoning Commission both recommend approval.)
9 _____
10

11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at located at 838 East Walnut Street from GI, Government and
13 Institutional District, to R-HD, High Density Multi-Family Residential District, with
14 Conditional Overlay District No. 208; and
15

16 WHEREAS, Conditional Overlay District No. 208 shall modify the requirements of
17 the Springfield Land Development Code Section 36-384, R-HD, High Density
18 Multifamily Residential District, by requiring that the property described in "Exhibit B"
19 comply with the requirements described in "Exhibit A;" and
20

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

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

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

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

35 Section 1 – The property described in "Exhibit B," which is attached hereto and
36 incorporated herein by this reference, is hereby rezoned from GI, Government and
37 Institutional District, to R-HD, High Density Multi-Family Residential District, with
38 Conditional Overlay District No. 208. Springfield Land Development Code, Section 36-
39 306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and
40 modified consistent with this Ordinance.

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 208
43 which shall contain the requirements and standards provided in "Exhibit A," which is
44 attached hereto and incorporated herein by this reference as though set forth herein.
45 The requirements of Conditional Overlay District No. 208 shall modify the requirements
46 of the Springfield Land Development Code Section 36-384, High Density Multifamily
47 Residential District, by requiring the property described on "Exhibit B" comply with the
48 requirements contained in "Exhibit A."

49
50 Section 3 – City Council hereby directs the City Manager, or designee, to update
51 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
52 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
53 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
54 rules of interpretation.'

55
56 Section 4 – The Official Zoning Map herein adopted shall be maintained and
57 archived in the same digital form in which this Council has approved its adoption.

58
59 Section 5 – This Ordinance shall be in full force and effect from and after
60 passage.

61
62 Passed at meeting: _____

63
64 _____
65 Mayor

66
67 Attest: _____, City Clerk

68
69 Filed as Ordinance: _____

70
71
72 Approved as to form: Jill Burris, Assistant City Attorney

73
74
75 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022 -061

FILED: 03-01-22

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 0.29 acres of property generally located at 838 East Walnut Street from GI, Government and Institutional District to R-HD, High Density Multi-Family Residential District, with Conditional Overlay District 208, and establishing new Conditional Overlay District No. 208. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-3-2022/ CONDITIONAL OVERLAY DISTRICT NO. 208

The applicant is proposing to rezone the subject property from GI, Government and Institutional District to R-HD, High Density Multi-Family Residential District, with Conditional Overlay District 208, and establishing new Conditional Overlay District No. 208. The applicant is proposing to convert the building that was being used by Missouri State University for office and exhibit space to a residential lodging house for international students.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 10, 2022, and recommended to approve, by a vote of 7 to 0.

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

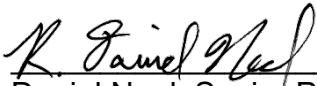
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* designate this area as appropriate for School uses. This rezoning request to R-HD is consistent with the multi-family uses to the east, south and west. Missouri State University recently sold this property to the applicant, so School uses as designated by the Growth Management and Land Use Plan are no longer applicable to this location.
2. This area is located within the Missouri State University and Vicinity (Major) Activity Center as designated in the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a

compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property fits within these criteria.

3. The Conditional Overlay District will limit the residential density to 11 dwelling units per acre and allow the applicant to utilize the building for residential uses.

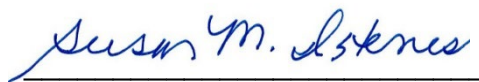
Submitted by:


Daniel Neal, Senior Planner

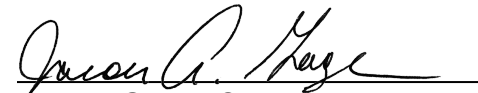
Recommended by:


Brendan Griesemer, AICP
Assistant Director

Recommended by:


Susan Istenes, 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-3-2022 & CONDITIONAL OVERLAY DISTRICT NO. 208

The requirements of *Section 36-384.* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Residential development shall have a maximum density of 11 dwelling units per acre.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-3-2022 & CONDITIONAL OVERLAY DISTRICT NO. 208

Lot one (1) University Plaza Second Addition, a subdivision in Springfield, Greene County, Missouri and north 10 ft of vacated alley lying south and adjacent to.

EXHIBIT C

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – January 13, 2022**

Z-3-2022 w/COD #208
838 East Walnut Street
Applicant: Wenping Qiu

Mr. Hosmer states that this is a request to rezone approximately 0.29 acre of property from GI, Government and Institutional District to R-HD, High Density Multi-Family Residential District and establishing new Conditional Overlay District No. 208. The Comprehensive Plan identifies this area for School uses. Missouri State University recently sold this property to the applicant, and R-HD is consistent with area. The Transportation Plan classifies Walnut and John Q Hammons as collector roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. Stormwater detention is not required. The Conditional Overlay District will limit the residential density to 11 dwelling units per acre and allow the applicant to utilize the building for residential uses. Staff recommends approval.

Mr. Colony wanted to know if it will stay single family residential.

Mr. Hosmer noted that he believes it will stay single family.

Mr. Doennig opened the public hearing.

Mr. Billy Kimmons, 400 South Avenue here on behalf of the applicant and the house will stay single family residential. The Conditional Overlay helps prevent the home from turning into something it is not intended to be.

Mr. Jeff Radle, 519 S. Kimbrough is very familiar with the house and helped turn it into a student art gallery and noted that the house was sold by the Board of Governors and is asking for information on how this was legally sold and would like for a delay in moving forward to get more answers on the sale.

Mr. Colony asked if he was opposed to the rezoning?

Mr. Radle said it was for an art gallery and would like a delay.

Mr. Doennig closed the public hearing.

Mr. Knuckles mentioned residential single family and the proposed zoning is for residential high density.

Mr. Hosmer noted that the COD would prevent it from 11 du/ac which would be R-HD and that would limit it.

Mr. Coltrin asked for Mr. Kimmons to clarify the issue.

Mr. Kimmons noted that the surrounding area is R-HD and to maintain it and referenced back to a section of the code to allow uses for detached structures in special zoning district (in R-HD) but the single family use is permitted and this allows for lodgers/boarders.

Mr. Coltrin asked for clarity and if it can be apartments.

Mr. Kimmons noted that it can be apartments.

Ms. Bruce asked if there is any intention to use as individual units.

Mr. Kimmons noted that the new owner would like to offer boarding and lodging to foreign students as they are involved with international students.

Mr. Colony wanted to clarify that the owner is not to providing additional living spaces and if this is the only way for the owner to allow for foreign students boarding/lodging and if the house is on the historic register.

Mr. Kimmons noted that this is the only way for lodging/boarding in a single family residential and the house is on the historic register.

Mr. Knuckles asked about the COD and the number of occupants that would be allowed for .3 acres.

Mr. Hosmer stated that it would be 3.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Z-3-2022 w/COD #208 (838 East Walnut Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

FEBRUARY 10, 2022

CITY COUNCIL PUBLIC HEARING:

MARCH 7, 2022



CASE NUMBER:

Z-3-2022 w/Conditional Overlay District No. 208

LOCATION:

838 E. Walnut Street

ACRES:

Approximately 0.29 acre

EXISTING LAND USE:

General office and exhibit space for MSU

APPLICANT:

Wenping Qiu

STAFF:

Daniel Neal, 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:

Request to rezone approximately 0.29 acre of property from GI, Government and Institutional District to R-HD, High Density Multi-Family Residential District and establishing new Conditional Overlay District No. 208

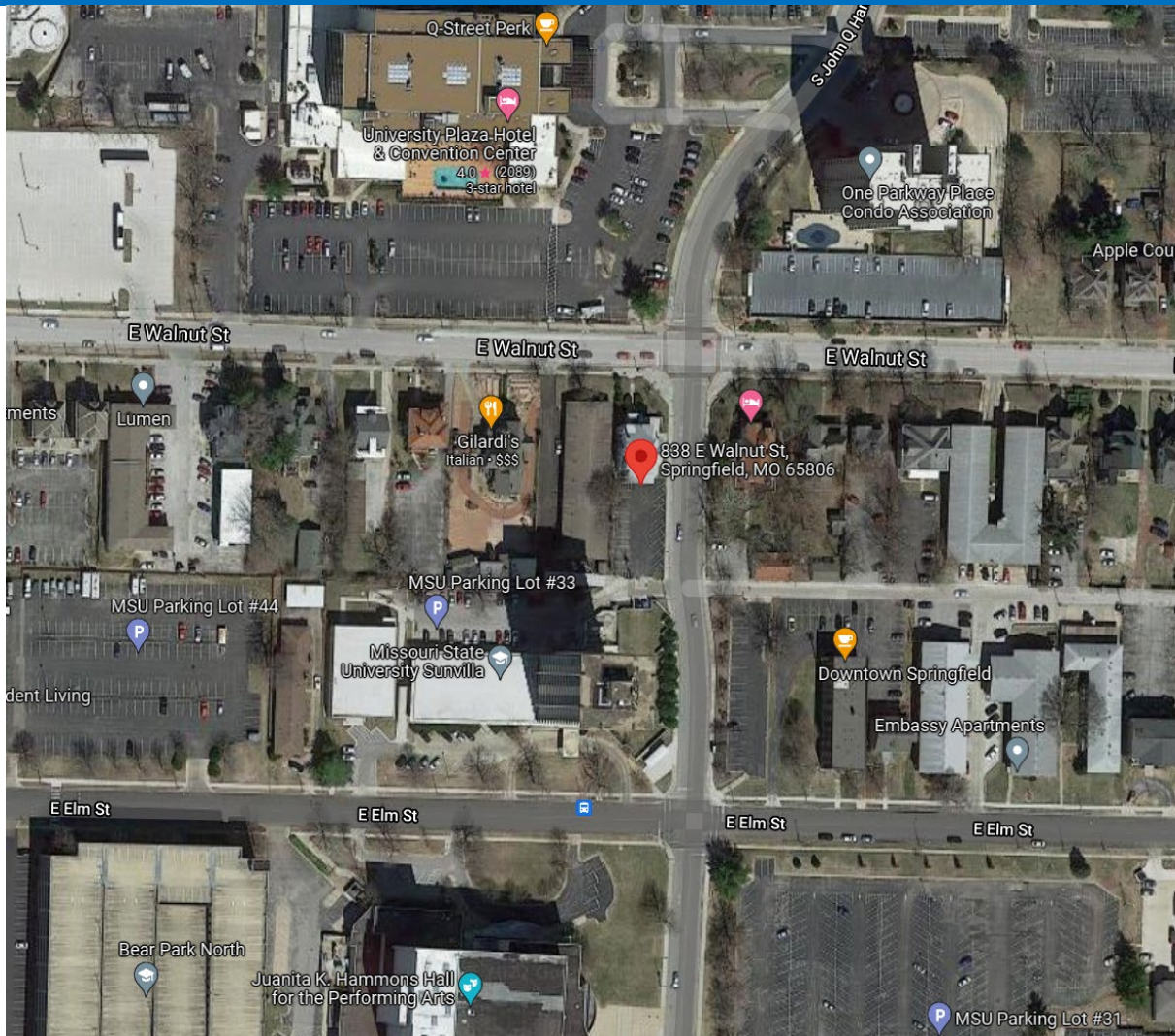
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* designates this area as appropriate for School uses. This rezoning request to R-HD is consistent with the multi-family uses to the east, south and west. Missouri State University recently sold this property to the applicant, so School uses as designated by the *Growth Management and Land Use Plan* are no longer applicable to this location.
2. This area is located within the Missouri State University and Vicinity (Major) Activity Center as designated in the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property fits within these criteria.
3. The Conditional Overlay District will limit the residential density to 11 dwelling units per acre and allow the applicant to utilize the building for residential uses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	CC	GI	R-HD UCD 1 WA	CC
LAND USE	Hotel uses	Multi-family residential uses	Bed and breakfast uses	Multi-family residential uses

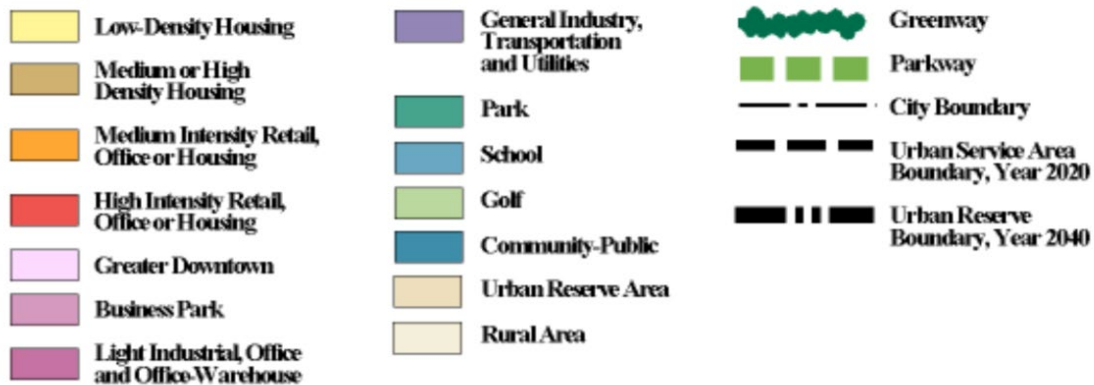
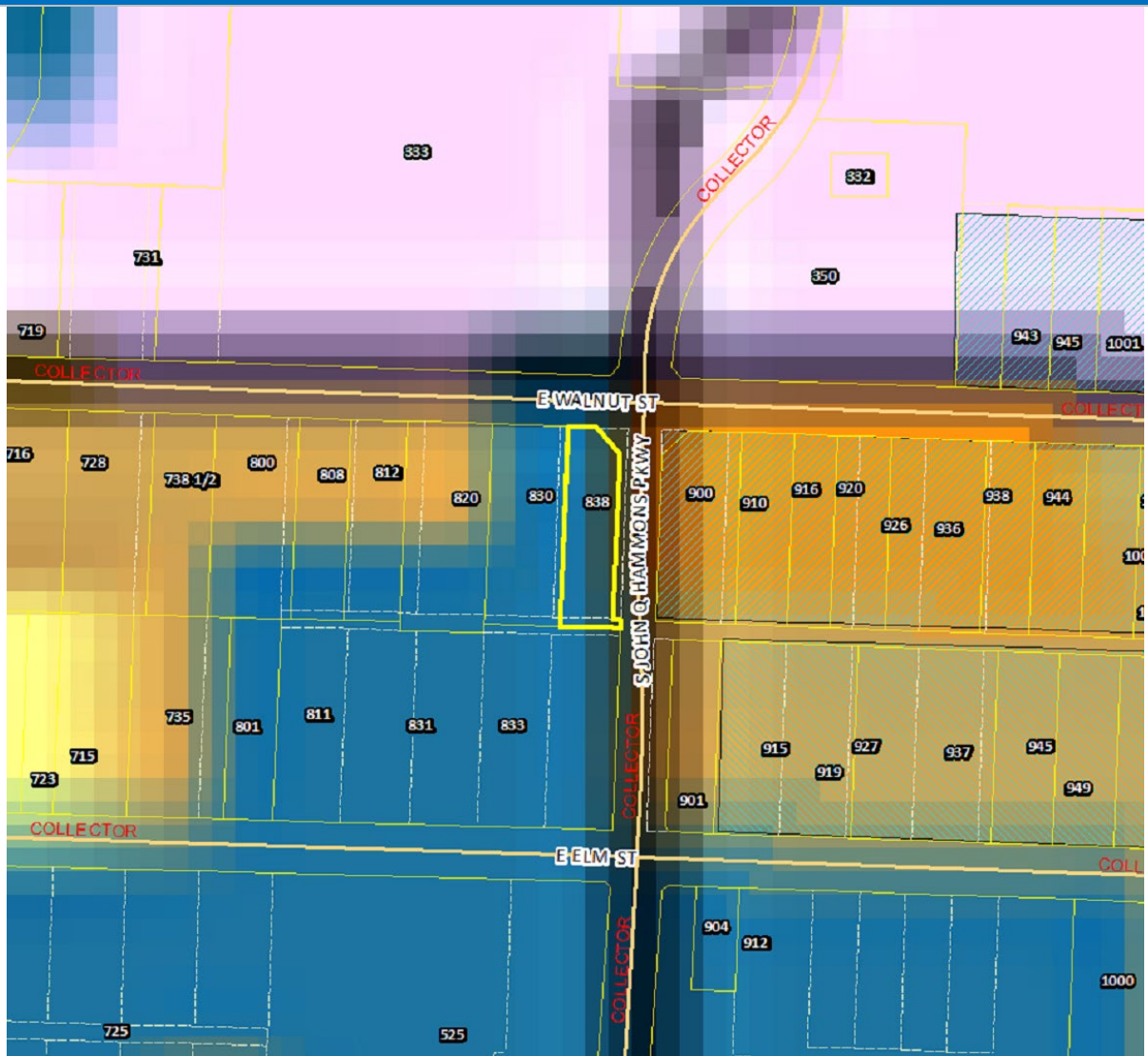
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The property was annexed in 1855 and has been zoned GI, Government and Institutional District since the Citywide remapping in 1995.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-HD
Use Limitations	N/A
Maximum Structure Height	1. None, except no structure shall exceed 35 feet plus one additional foot for each one foot of setback provided on each side of the structure when the property adjoins an R-TH or R-MHC district. 2. No portion of a multifamily dwelling shall be higher than allowed by a 45-degree bulk plane where the property adjoins an R-SF district. Any multifamily dwelling for which a building permit has been issued prior to July 1, 2009, that does not conform to the 45-degree bulk plane shall be considered conforming with regard to the 45-degree bulk plane.
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	<i>Side yard:</i> Six feet or as required by Section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line. <i>Rear yards:</i> Ten percent of the lot depth but may not be less than ten feet nor will more than 20 feet be required.
Open Space Requirement	20%
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING

N/A	N/A
-----	-----

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this area as appropriate for School uses. This rezoning request to R-HD is consistent with the multi-family uses to the east, south and west.

This area is located within the Missouri State University and Vicinity (Major) Activity Center as designated in the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property fits within these criteria.

The Major Thoroughfare Plan classifies both E. Walnut Street and S. John Q Hammons Parkway as a Collector roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone from GI, Government and Institutional District to R-HD, High Density Multi-Family Residential District and establishing new Conditional Overlay District No. 208. The applicant is proposing to convert the building that was being used by Missouri State University for office and exhibit space to a lodging house for international students.
2. Missouri State University recently sold this property to the applicant, so School uses as designated by the Growth Management and Land Use Plan are no longer applicable to this location.
3. The Conditional Overlay District will limit the residential density to 11 dwelling units per acre and allow the applicant to utilize the building for residential uses .
4. The site is fully developed so perimeter and interior landscaping are not applicable unless the site is redeveloped.
5. No bufferyards are required because the adjacent zoning is either more intense or comparable to the proposed multi-family zoning.
6. A Traffic Impact Study was not required as the change in use from a student exhibition center to a single-family residence with four lodging units does not significantly increase the trips generated.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on January 20, 2022, regarding the rezoning request. A summary of the meeting is attached (Attachment 3).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 9 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning. Lot has access to public sewer.

FIRE DEPARTMENT:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both E. Walnut Street and S. John Q Hammons Parkway as a Collector roadway. The standard right-of-way width for a Collector roadway is 30-feet from the centerline. It appears no additional right-of-way is needed along E. Walnut Street, however, additional right of way is needed along S. John Q Hammons Parkway. A survey is recommended to determine the exact amount of existing right of way as nothing can be constructed within the required right of way. Both E. Walnut Street and S. John Q Hammons Parkway are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for E. Walnut Street is 3,874 vehicles per day. There are no recent traffic counts for this section of S. John Q Hammons Parkway. On street parking is allowed along E. Walnut Street. On street parking is not allowed along S. John Q Hammons Parkway.

DRIVEWAY ACCESS

There is currently no driveway access point onto the property from E. Walnut Street. There is one existing access to the property from S. John Q Hammons Parkway via a vacated alley. No additional access will be allowed to the property.

SIDEWALK

There is existing sidewalk along the property frontage of E. Walnut Street and S. John Q Hammons Parkway.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops in the vicinity of this property.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in use from a student exhibition center to a single-family residence with four lodging units does not significantly increase the trips generated.

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. Walnut Street	Collector	Yes	30	30
Street 2	S. John Q Hammons Parkway	Collector	No	25	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		4	3		
*Proposed Trips Generated		5	5		
Additional Trips Generated		1	2		

*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 **Jordan Creek South Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out.**

The property **is not in a stream buffer area.**

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

1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the south.
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. 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*.
5. Stormwater has no issues with proposed rezoning.
6. The property drains into the ROW for E Walnut St and S John Q Hammons Pkwy with stormwater inlets located on both streets. Per Chapter 2 Sec. 4.1.4, discharge from the property shall be to public R/W, a recorded drainage easement, or a certified natural watercourse. If none of these options are available then the development must be modified so that the amount, location, or character of discharge is not changed.

7. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. 4. Public improvement plans shall be submitted for stormwater detention, open channel and other improvements required to convey runoff to detention/water quality basin.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-384., High density multi-family residential district of the Land Development Codes shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions:

1. The residential development shall have a maximum density of 11 dwelling units per acre.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: GI to R-HD with COD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: January 20, 2022 4:00pm to 6:30pm
3. Meeting Location: 838 E. Walnut Street
4. Number of invitations that were sent: 51
5. How the mailing list was generated: by city staff
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

There was no one in attendance other than myself and the applicants.

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

n/a

I, BILLY KIMMONS (print name), attest that the neighborhood meeting was held on JAN. 20, 2022 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

BILLY KIMMONS
Printed name of person completing affidavit

h

20 of 20

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 03-01-22

Sponsored by McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2022- 062

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulations ("Merit Rules"), by amending Merit Rule 25.1 (City Health Care Plan) regarding the Plan's reserves policy.

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

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

Section 1 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 25.1 (City Health Care Plan), is hereby amended as follows:

25.1 City Health Care Plan

(a) Plan Established

There is hereby established a City Health Care Plan, hereinafter called the "Plan", for eligible employees and dependents as defined in the Plan. The Plan is described in a benefit plan document entitled "City of Springfield Group Health Plan", ~~Exhibit 1~~ Member eligibility is defined and determined in the benefit plan document.

(b) Enrollment

~~(4)~~ The City shall enroll each of its eligible employees in the Plan and shall contribute to the Plan as set forth by ordinance or administrative action, which shall be credited to an account established therefor. The City hereby declares that the contribution is the amount necessary to pay for the benefits and all costs of the Plan including administration thereof for such employees, unless otherwise established.

Eligible employees may enroll their eligible dependents as defined in the Plan in accordance with the procedures set forth therein by authorizing a payroll deduction from the employee's check.

The amounts charged monthly for all eligible dependents are hereby declared to be the amounts necessary to pay for the claims and all costs of the Plan including administration thereof for such dependents, unless otherwise established.

The City Council may change the terms and conditions of the Plan, but such change shall not affect prior claims that have been made, nor shall any such changes be effective sooner than thirty (30) days after the City Council action unless specifically provided otherwise in the amending ordinance. Subject to the availability of funds for this purpose, the City Manager may also administratively make changes to the Plan, which have been recommended by the Health Insurance Committee, including but not limited to items set out in this subsection (c2) below, contributions, deductibles, copayments, scope of coverage or benefits, or as necessary to bring the Plan into compliance with changes with state or federal law, without prior Council approval. Any change which has not been recommended by the Health Insurance Committee and been approved by the City Manager shall require prior City Council approval. A current copy of the Plan and all such changes shall be kept on file with the City Clerk, the Director of Finance, and the Director of Human Resources.

(c2) a- Contribution Rates, Premiums, and Reserves

For the purposes of establishing and maintaining a sufficient reserve for the payment of claims and expenses associated with the Plan, subject to the availability of funds for this purpose, in addition to any other contribution changes which may be approved by City Council or the City Manager, for each Plan year for coverage beginning January 1, 2023, the City Manager:

(1) Shall may-administratively authorize and implement increases in the contribution rates and premiums set out in Chapter 2 of the Springfield City Code, Section 2-91, Rule 25.1, City Health Care Plan, Exhibit 2, Contribution Rates; each increase in an amount of up to three percent (3%) per year over the contribution and premium amounts in effect at the time of implementation, commencing to be effective with the payment of the contribution payments for coverage for the month of January for said year, of July, 2006, and continuing thereafter except as provided below. in the event the total fund balance amount calculated through the immediately prior June 30 does not equal or exceed the average amount of six months of Plan claims for the twelve-month period ending with the said month of June. The City Manager shall also administratively authorize and implement increases in said contribution rates and premiums in an amount of two percent (2%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of July for said year, in the event the total fund balance amount calculated through the immediately prior December 31 does not equal or exceed the average amount of six months of Plan claims for the twelve-month period ending with the said month of December.

b-(2) May administratively authorize and implement increases in the contribution rates and premiums set out in Chapter 2 of the Springfield City Code, Section 2-91, Rule 25.1, City Health Care Plan, Contribution Rates in an amount of three percent (3%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of

January for said year, in the event the total Plan claims are greater than the total contributions and interest of the Plan as calculated through the immediately prior June 30. The City Manager may also administratively authorize and implement increases in said contribution rates and premiums in an amount of two percent (2%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of July for said year, in the event the total Plan claims are greater than the total contributions and interest of the Plan as calculated through the immediately prior December 31 for the twelve-month period ending with the said month of December. The authority to authorize and implement such annual increases shall continue, with each subsequent annual increase to be effective with the payment of the contribution payments for coverage for the month of July for said year, except that the authority to implement any such annual increase as described in (2) a. above shall be suspended in the event the total fund balance amount calculated for the immediately prior month of March equals or exceeds the average amount of six months of Plan claims for the twelve-month period ending with the said month of March.

~~c.~~ (3) In the event no of any such increase suspension of authority as described in (2c)(1) or (2)b. above is implemented in any given January or July, no contribution increase previously implemented shall be discontinued. ~~because of such suspension. Further, such authority shall automatically reinstate or continue in the event the total fund balance amount as of the month of any subsequent March is less than the total average amount of 6 months of Plan claims, for the said 12-month period ending with such month of March.~~

~~(3) In addition to the contribution increase referenced in Section (2), each of the contribution rates contained on the said new Exhibit 2 shall also be annually increased in the amount of two percent (2%) over the rates then in effect, effective with the payment of the contribution for coverage for the month of January, 2008, and subsequently upon the effective date of the payment of the contribution for the month of January for each year thereafter. The City Manager shall have the authority to reduce or suspend the implementation of any annual increase prescribed in this Section (2) by the preceding November 30 immediately prior to the said next increase, if in his discretion, the annual increase prescribed in this Section (2) for that year is not necessary for the continued financial stability of the Plan. The City Manager shall have no authority to rescind or discontinue any increase under this Section (2) previously implemented.~~

(de) Plan Administration

All claims shall be paid in accordance with the Plan. The City Manager is authorized to enter into contracts from time to time for such services as may be necessary to effectuate the purposes of this Plan and to administer this Plan, including but not limited to a contract for the administration of the Plan itself, as long as there have been moneys previously approved and budgeted therefor.

The Director of Finance (hereinafter called "Director") is authorized and directed to establish a separate City account and to credit thereto all payments made by or on behalf of all enrollees in the Plan and all refunds, insurance proceeds and proceeds

of claims recovered by the City on behalf of the Plan shall be paid to and credited to said account.

The Director shall invest said proceeds in said account in accordance with the investment policy of the City. Proceeds credited to said account shall be held in trust by the Director to pay claims made under the Plan and to pay all costs related directly or indirectly to the Plan including administration thereof.

The Director shall act as a trustee with respect to the Plan and its proceeds and shall oversee the administration of the Plan. All interest earned on the funds of the Plan shall be credited to said account and shall be treated as proceeds thereof.

(e) Claims Procedure

All claims for payment of benefits shall be made in accordance with the procedures set forth under the Plan.

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 nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-062

FILED: 03-01-22

ORIGINATING DEPARTMENT: Human Resources Department

PURPOSE: To amend the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules & Regulations (“Merit Rules”), by amending Merit Rule 25.1 (City Health Care Plan); and establishing an effective date for said change.

BACKGROUND INFORMATION: The City of Springfield operates a self-insured health plan and utilizes a Health Insurance Committee to review and steer benefits of the Health Plan. The Health Insurance Committee contracts with an outside Benefits Consultant, The Segal Company, to ensure the Plan is financially solvent, compliant with federal and state laws, receives guidance for cost containment measures and advisement related to trends in the health insurance field.

The primary recommended language change to Merit Rule 25.1 amends provisions related to the City’s Health Plan by adding a new mechanism that evaluates the ratio of expenses to income and provides additional protections to ensure appropriate reserve funding levels are maintained. For historical reference, the current reserve funding requirement sets a minimum “floor” for reserves at six months that requires action when reserves fall below that “floor.” General Ordinance 5545 established a formula consisting of an automatic premium increase for employee and employer contributions of two percent (2%) and three percent (3%) each January and July, respectively, unless Plan reserves meet or exceed six months of claims expense.

Specifically, this new mechanism provides for better fiscal management of the Plan by providing an option for the Health Insurance Committee to recommend and the City Manager to approve premium rate increases when Plan claims (claims expense) are greater than total contributions and interest (income) of the Plan. The need for this new mechanism was identified based on significant review by the Health Insurance Committee, working closely with The Segal Company and their team of actuaries, over the course of the past couple of years. This review ensures fiscal sustainability of the Plan and an appropriate “glide path” as Healthcare costs have increased and are projected to continue to increase. Based on claim reserve projections provided by Segal actuaries, the City’s Health Insurance Committee, in conjunction with The Segal Company, is recommending these amendments to ensure appropriate and adequate funding of the Plan’s claims expense. Additionally, there are recommended updates to the language in Merit Rule 25.1 to change what months the review periods are conducted to allow for more timing needed to implement changes and to simplify and clarify language.

REMARKS: The City's Health Insurance Committee recommends the amendments to Merit Rule 25.1 as contained in this Council Bill. The proposed changes will update City Health Plan reserve funding policies to provide additional options to better ensure fiscal sustainability as well as simplify and increase the clarity of the policy language. The Committee voted unanimously to approve the recommended changes and forward them to City Council for consideration.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 11
Filed: 03-01-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-063

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 the State of Missouri, Office of Administration, for the purpose of
3 accepting funds appropriated by the General Assembly for the
4 benefit of the Greene County Agricultural Society d/b/a the Ozarks
5 Empire Fair because the funds cannot be disbursed from the Office
6 of Administration directly to the Ozarks Empire Fair; authorizing the
7 City Manager, or his designee, to enter into a subrecipient
8 agreement with the Ozarks Empire Fair Foundation for the funds
9 appropriated by House Bill 19, Section 19.405, Fiscal Year 2022 for
10 the benefit of the Ozarks Empire Fair; and amending the budget of
11 the City of Springfield for Fiscal Year 2021-2022 in the amount of
12 \$5,000,000.
13 _____
14

15 WHEREAS, the Missouri General Assembly appropriated funds to the Office of
16 Administration ("OA") in House Bill 19, Section 19.405, Fiscal Year 2022, in the amount
17 of \$5,000,000 for the planning, design, and construction of a new building in a county of
18 the first classification meeting certain criteria for a non-profit organization supporting
19 youth in agriculture; and
20

21 WHEREAS, the intended recipient of the appropriated funds is the Greene
22 County Agricultural Society d/b/a the Ozarks Empire Fair ("Fair Foundation"); and
23

24 WHEREAS, the OA will not release the funds directly to the Fair Foundation but
25 requires that a local political subdivision enter into an agreement with the OA to receive
26 the funds and disburse the funds to the Fair Foundation under certain conditions; and
27

28 WHEREAS, the City's agreement with the OA will cause the City to become
29 responsible for any misuse of the appropriated funds and requires the City to execute a
30 subrecipient agreement with the Fair Foundation, which must include certain terms,
31 prior to the OA disbursing the appropriated funds to the City; and
32

33 WHEREAS, the City and the Fair Foundation have reached proposed terms for a
34 subrecipient agreement.

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

37
38 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
39 an agreement with the State of Missouri, Office of Administration, for the purpose of
40 accepting funds appropriated by the General Assembly for the benefit of the Fair
41 Foundation, in order to receive the funds and disburse the funds to the Fair Foundation
42 upon satisfaction of certain terms, said agreement to be substantially the same as the
43 document attached hereto and incorporated herein by reference as “Exhibit A”.
44

45 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
46 an agreement with the Fair Foundation, in order to disburse funds appropriated to the
47 OA by the General Assembly to the Fair Foundation upon satisfaction of certain terms,
48 said agreement to be substantially the same as the document attached hereto and
49 incorporated herein by reference as “Exhibit B”.
50

51 Section 3 – The budget of the City of Springfield for Fiscal Year 2021-2022 is
52 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
53 No. 056, a copy of which is attached hereto and incorporated herein by reference as
54 “Exhibit C.”
55

56 Section 4 – City Council hereby finds that the budget adjustment made above
57 has been recommended by the City Manager.
58

59 Section 5 – The City Manager is directed to cause the appropriate accounting
60 entries to be made in the books and records of the City.
61

62 Section 6 – This Ordinance shall be in full force and effect immediately upon
63 adoption.
64

65 Passed at meeting: _____
66

67 _____
68 Mayor
69

70 Attest: _____, City Clerk
71

72 Filed as Ordinance: _____
73

74
75 Approved as to form: Rhonda Lewsader, City Attorney
76

77
78 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022-063

FILED: 03-01-22

ORIGINATING DEPARTMENT: Law

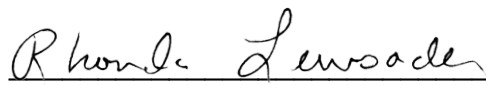
PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the State of Missouri, Office of Administration, for the purpose of accepting funds appropriated by the General Assembly for the benefit of the Greene County Agricultural Society d/b/a the Ozarks Empire Fair because the funds cannot be disbursed from the Office of Administration directly to the Ozarks Empire Fair; authorizing the City Manager, or his designee, to enter into a subrecipient agreement with the Ozarks Empire Fair Foundation for the funds appropriated by House Bill 19, Section 19.405, Fiscal Year 2022 for the benefit of the Ozarks Empire Fair; and amending the budget of the City of Springfield for Fiscal Year 2021-2022 in the amount of \$5,000,000.

BACKGROUND INFORMATION: The Missouri General Assembly appropriated funds to the Office of Administration ("OA") in House Bill 19, Section 19.405, Fiscal Year 2022, in the amount of \$5,000,000 for the planning, design, and construction of a new building in a county of the first classification meeting certain criteria for a non-profit organization supporting youth in agriculture. The intended recipient of the appropriated funds is the Greene County Agricultural Society d/b/a the Ozarks Empire Fair ("Fair Foundation"). The OA will not release the funds directly to the Fair Foundation but requires that a local political subdivision enter into an agreement with the OA to receive the funds. The political subdivision will then disburse the funds to the Fair Foundation under certain conditions.

Because the City owns the property leased by the Fair Foundation, the City has been asked to enter into an agreement with the OA accepting the funds so that the City can disburse the funds to the Fair Foundation. The agreement with the OA will make the City responsible for any misuse of the appropriated funds. The agreement also requires the City to enter into a subrecipient agreement with the Fair Foundation prior to the disbursement of the appropriated funds to the City.

Passage of the Council bill would authorize the City Manager to enter into the agreement with the OA and to enter into a subrecipient agreement with the Fair Foundation.

Submitted by:


Rhonda Lewsader, City Attorney

Approved by:


Jason Gage, City Manager

AGREEMENT BETWEEN
OFFICE OF ADMINISTRATION AND CITY OF SPRINGFIELD
FISCAL YEAR 2022

This Agreement (“Agreement”) is entered into by and between the State of Missouri, Office of Administration (“OA”) and the City of Springfield, Missouri. (“Recipient”) (OA and Recipient are jointly referred to herein as “Parties” or individually as “Party”).

WHEREAS, the Missouri General Assembly appropriated funds to the Office of Administration in House Bill 19, Section 19.405 (Fiscal Year 2022) (“Legislation”) from the Budget Stabilization Fund (Fund Number 0522) in the amount of \$5,000,000.00 for the planning, design, and construction of a new building in a county of the first classification meeting certain criteria for a non-profit organization supporting youth in agriculture (“Appropriation”); and

WHEREAS, the intended recipient of these funds is the Greene County Agricultural and Mechanical Society d/b/a Ozark Empire Fair (“Subrecipient”); and

WHEREAS, the new building is to be constructed on land owned by Recipient and leased to Subrecipient as part of the fairgrounds; and

WHEREAS, OA intends to authorize payment to Recipient pursuant to the Appropriation;

NOW WHEREFORE, OA and Recipient agree to the following terms and conditions:

1. This Agreement shall be effective as of the date of the signature last set forth below, and shall continue until June 30, 2022, or until any construction, renovation, addition, maintenance or repair (“Improvement”) funded in whole or in part by the Appropriation is complete, whichever is later, unless terminated as set forth below.
2. Prior to distribution of the Appropriation funds, either Party may terminate this Agreement at any time by giving written notice to the other Party at the address designated below. After distribution of the Appropriation funds, this Agreement may not be terminated except in the event of material breach.
3. Recipient understands and agrees that the Appropriation amount may be reduced unilaterally by OA/the State of Missouri due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to Mo. Const. Art. IV, § 27. Recipient further understands and agrees that neither OA nor the State of Missouri shall be liable for any costs or injuries caused by or related to a lack of funds, insufficient appropriations, or withholdings.
4. Recipient understands and agrees that the Appropriation funds shall be used solely for the public purpose(s) set forth in the Legislation and approved by OA. Use of the Appropriation funds for any other purpose by Recipient or Subrecipient will constitute a material breach of this Agreement, and shall require Recipient to repay that portion of the Appropriation funds used improperly.
5. OA will make payment to Recipient upon receipt from Recipient of an invoice and documentation showing to OA’s satisfaction an appropriate intended use of the Appropriation funds and compliance with this Agreement. Such documentation shall include, but is not limited to, any contract(s) for

design and/or construction of Improvements entered into by Recipient or Subrecipient and/or Agreements with Subrecipient. Recipient may invoice OA for \$5,000,000.00 on or after the effective date of this Agreement. The invoice shall contain a reference to the Legislation by title and applicable section.

6. Recipient agrees that it will maintain records related to the Appropriation and Improvement for a period of no less than five (5) years after this Agreement expires. Recipient agrees that OA and any governmental representatives shall have access to any and all receipts, contracts, books, documents, papers, memoranda, and other records of Recipient for the purpose of auditing or examining Recipient's use or granting of the Appropriation funds and compliance with this Agreement and applicable law. Recipient further agrees that costs to resolve or ameliorate any non-compliance noted by governmental representatives shall not be reimbursed by OA/the State of Missouri and shall be the sole responsibility of Recipient.
7. Recipient agrees that it and Subrecipient will comply with all applicable federal, state, and local laws, regulations and ordinances including, but not limited to, the following:
8. Recipient and Subrecipient shall comply with all civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
9. Any Improvement constructed in whole or in part with Appropriation funds shall comply with the Americans with Disabilities Act and its implementing regulations and standards, and with all applicable building codes and standards of the authority having jurisdiction.
10. Because the Improvement involves the use of public funds, Subrecipient shall require its contractors and subcontractors to comply with Missouri's Prevailing Wage Law, §§ 290.210 to 290.340, RSMo, if the Improvement constitutes a "public work" under § 290.210(9), RSMo and 8 CSR 30-3.020 and any workers on the project are employed by or on behalf of any public body as defined in § 290.210(8), RSMo.
11. Neither OA nor the State of Missouri is or shall be a party to any contract entered into by Recipient or Subrecipient using Appropriation funds, and neither OA nor the State of Missouri shall be subject to any obligations or liabilities to the contractor or any other party as a result of such contract or this Agreement.
12. To the extent permitted by Missouri law, Recipient agrees to waive, release, indemnify and hold harmless the Office of Administration and the State of Missouri from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits, or losses resulting from or related to the Appropriation and any Improvement funded in whole or in part from the Appropriation.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

Office of Administration

By: _____
Ken Zellers, Acting Commissioner of Administration

Date: _____

OA Address:
Office of Administration
State Capitol Building, Room 125
PO Box 809
Jefferson City, MO 65101-0809

City of Springfield

By: _____
City Manager or designee

Date: _____

Recipient Address:
City of Springfield, Missouri
840 N. Boonville Ave.
Springfield, MO 65802

Approved as to form:

City Attorney or designee

ROUTING	(1) SUBRECIPIENT	(2) LAW DEPARTMENT	(3) FINANCE DEPARTMENT
ORDER	(4) LAW DEPARTMENT	(5) CITY MANAGER	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		SUBRECIPIENT	
City of Springfield 840 N. Boonville, Springfield, MO 65804 Phone : 417-864-1705 Attn: Rhonda Lewsader Dept: Law		Ozark Empire Fair Foundation of Springfield, Missouri 3001 N. Grant Ave. Springfield, MO 65803 Attn: Aaron Owen Email: aaron@ozarkempirefair.com	

SUBRECIPIENT AGREEMENT FOR HOUSE BILL 19, SECTION 19.405, FISCAL YEAR 2022 APPROPRIATED FUNDS

THIS AGREEMENT, made and entered into this ___ day of _____, 2022, is by and between the City of Springfield, Missouri ("Recipient") and the Greene County Agricultural and Mechanical Society d/b/a Ozark Empire Fair ("Subrecipient") (City and Society are jointly referred to herein as "Parties" or individually as "Party").

WHEREAS, the Missouri General Assembly appropriated funds to the Office of Administration ("OA") in House Bill 19, Section 19.405 (Fiscal Year 2022) ("Legislation") from the Budget Stabilization Fund (Fund Number 0522) in the amount of \$5,000,000.00 for the planning, design, and construction of a new building in a county of the first classification meeting certain criteria for a non-profit organization supporting youth in agriculture ("Appropriation"); and

WHEREAS, the intended recipient of these funds is Subrecipient; however, the OA will not release the funds directly to Subrecipient so Recipient has agreed to enter into an agreement with OA to receive the funds and disburse the funds to Subrecipient under certain conditions described herein; and

WHEREAS, Recipient's agreement with OA will cause Recipient to become responsible for the misuse of any Appropriation funds; and

WHEREAS, the new building is to be constructed on land owned by Recipient and leased to Subrecipient as part of the fairgrounds.

NOW THEREFORE, Recipient and Subrecipient agree to the following terms and conditions:

1. This Agreement shall be effective as of the date above, and shall continue until December 31, 2022, or until any construction, renovation, addition, maintenance, or repair ("Improvement") funded in whole or in part by the Appropriation is complete, whichever is later, unless terminated as set forth below. Both Parties understand the sole purpose of this Agreement is for Recipient to receive the Appropriation and disburse the funds to Subrecipient under the conditions described herein.
2. Prior to distribution of the Appropriation funds by OA to Recipient, either Party may terminate this Agreement at any time by giving written notice to the other Party at the address designated above. After distribution of the Appropriation funds to Recipient and prior to Recipient disbursing the funds to Subrecipient, this Agreement may be terminated by Subrecipient giving written notice to Recipient that Subrecipient is not proceeding with an Improvement that complies with House Bill 19, at which time Recipient shall return all Appropriation funds to OA. After disbursement of the Appropriation funds to Subrecipient, this Agreement may only be terminated in the event of material breach.
3. Subrecipient understands and agrees that the Appropriation amount may be reduced unilaterally by OA/the State of Missouri due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to Mo. Const. Art. IV, § 27. Subrecipient further understands and agrees that Recipient shall not be responsible or liable for any costs or injuries caused by or related to a lack of funds, insufficient appropriations, or withholdings.

4. Subrecipient understands and agrees that the Appropriation funds shall be used solely for the public purpose(s) set forth in the Legislation and approved by OA. Use of the Appropriation funds for any other purpose by Subrecipient will constitute a material breach of this Agreement, and shall require Subrecipient to repay that portion of the Appropriation funds used improperly back to Recipient so that Recipient may return such funds to OA.
5. Per Recipient's agreement with OA, OA will not make payment of the Appropriation to Recipient until OA receives from Recipient an invoice and documentation showing to OA's satisfaction an appropriate intended use of the Appropriation funds. Subrecipient shall provide to Recipient any documentation requested or required by OA ("Documentation") to facilitate payment of the Appropriation or to otherwise satisfy Recipient's obligations in Recipient's Agreement with OA. Such documentation shall include, but is not limited to, any contract(s) for design and/or construction of Improvements entered into by Subrecipient. After receipt of the Documentation, Recipient shall invoice OA for \$5,000,000.00.
6. If the Appropriation funds are placed in an interest-bearing account or otherwise yield interest while in Recipient's possession, any interest earned from such funds shall be disbursed to Subrecipient at such time the Appropriation Funds are disbursed to Subrecipient. If the Appropriation funds are returned to OA, any interest earned from such funds shall also be returned to OA.
7. After receiving the Appropriation funds, Recipient shall not disburse the Appropriation funds to Subrecipient until the conditions for disbursement in this paragraph are satisfied. If Subrecipient provides a contract for construction of Improvements as part of the Documentation for OA described above, Recipient shall disburse the Appropriation to Subrecipient as soon as practicable after receiving the Appropriation from OA. If Subrecipient does not provide a contract for construction of Improvements as part of the Documentation for OA, , Recipient shall disburse the Appropriation to Subrecipient as soon as practicable after receipt of documentation that Subrecipient has entered into a contract for construction of Improvements. If Subrecipient fails to provide documentation Subrecipient has entered into a contract for construction of Improvements within five years from Recipient's receipt of the Appropriation funds from OA, Recipient shall return the funds to OA and upon such return of funds this Agreement shall be terminated.
8. Subrecipient agrees that should Subrecipient receive any audit related to the expenditure of Appropriation funds during the term of this agreement, Subrecipient shall provide Recipient a copy of the audit report within five days of receiving it. After disbursement of the Appropriation funds to Subrecipient, Subrecipient shall quarterly provide a written report at the address above setting out the use of the funds by the first day of each calendar quarter. Said report shall be supported by invoices or other documentation substantiating that Appropriation funds have been used for a purpose authorized by House Bill 19.
9. Subrecipient agrees that it will maintain records related to the Appropriation and Improvement for a period of no less than five (5) years after this Agreement expires. Subrecipient agrees that Recipient and OA and any governmental representatives shall have access to any and all receipts, contracts, books, documents, papers, memoranda, and other records of Subrecipient for the purpose of auditing or examining Subrecipient's use or granting of the Appropriation funds and compliance with this Agreement and applicable law. Subrecipient further agrees that costs to resolve or ameliorate any non-compliance noted by governmental representatives shall be its sole responsibility, and Subrecipient shall either pay such costs or reimburse Recipient in the event that Recipient is required to pay such costs.
10. Subrecipient shall comply will all applicable federal, state, and local laws, regulations and ordinances including, but not limited to, the following:
 - a. Subrecipient shall comply with all civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
 - b. Any Improvement constructed in whole or in part with Appropriation funds shall comply with the Americans with Disabilities Act and its implementing regulations and standards, and with all applicable building codes and standards of the authority having jurisdiction.

- c. Because the Improvement involves the use of public funds, Subrecipient shall require its contractors and subcontractors to comply with Missouri's Prevailing Wage Law, §§ 290.210 to 290.340, RSMo, if the Improvement constitutes a "public work" under § 290.210(9), RSMo and 8 CSR 30-3.020 and any workers on the project are employed by or on behalf of any public body as defined in § 290.210(8), RSMo.
11. Subrecipient agrees to waive, release, indemnify and hold harmless Recipient, its officers, agents, and employees from all liabilities, charges, expenses (including attorney fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits, or losses resulting from or related to the Appropriation and any Improvement funded in whole or in part from the Appropriation.
12. No salaried officer or employee of the City, and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void.
13. Neither Party shall assign any interest in this Agreement, and neither shall transfer any interest in the same (whether by assignment or novation).
14. AFFIDAVIT FOR GRANTS OVER \$5,000.00. Pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Subrecipient is associated with a business entity, Subrecipient shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Subrecipient must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.
15. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement, Recipient shall be entitled to recover from the Subrecipient all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.
16. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the Parties at the addresses shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.
17. ENTIRE AGREEMENT. This Agreement contains 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 both parties.
18. VENUE. 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.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM:

City Attorney or designee

Ozark Empire Fair Foundation of Springfield, Missouri

By: _____

Title: _____

Attest: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
056

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29530	09	14120	416020			\$ 5,000,000	State of Missouri, Office of Administration
Net Revenue Adjustment						\$ 5,000,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29530	09	14120	504580			\$ 5,000,000	Subrecipient, Ozark Empire Fair
Net Expenditure Adjustment						\$ 5,000,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating funds from the State of Missouri, Office of Administration for a non-profit organization supporting youth in agriculture. The intended subrecipient of the funds is the Greene County Agricultural and Mechanical Society d/b/a Ozark Empire Fair for the planning, design, and construction of a new building.

Requested By:

Department Head 03-01-22
Date

Approved By:

Director of Finance 03-01-22
Date

City Manager _____
Date

Authorization:

Council Bill No. 2022-063
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. X
P. Hrngs.
Pgs. 14
Filed: 03-01-22

Sponsored by: Lear

First Reading:

Second Reading:

COUNCIL BILL 2022-064

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept the Local Violent
2 Crime Prevention Grant in the amount of \$13,699 from the State of
3 Missouri, Department of Public Safety; amending the budget for the
4 Police Department for Fiscal Year 2021-2022 in the amount of
5 \$13,699; and declaring this bill qualifies as a one reading bill
6 pursuant to Charter Section 2.16(25).
7
8

9 WHEREAS, the State of Missouri, Department of Public Safety, has established
10 the Local Violent Crime Prevention Grant ("LVCP Grant") program to provide funding to
11 support the establishment and enhancement of local violent crime prevention programs
12 and improve the quality of crime data reporting; and
13

14 WHEREAS, the City of Springfield Police Department has been awarded a LVCP
15 Grant in the amount of \$13,699 for Fiscal Year 2021-2022; and
16

17 WHEREAS, if approved, the proposed grant would be used to fund one year of
18 software and maintenance costs for 76 units of MorphoDents fingerprint scanners.
19

20 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
21 SPRINGFIELD, MISSOURI, as follows, that:
22

23 Section 1 – The City Manager, or his designee, is hereby authorized to accept a
24 Local Violent Crime Prevention Grant from the State of Missouri, Department of Public
25 Safety, and to complete the necessary Award Agreement, a copy of which is attached
26 hereto and incorporated herein by reference as "Exhibit A."
27

28 Section 2 – The budget of the Springfield Police Department for Fiscal Year
29 2021-2022 is hereby amended in the accounts and in the amounts as shown on Budget
30 Adjustment No. 054, a copy of which is attached hereto and incorporated herein by
31 reference as "Exhibit B."
32

33 Section 3 – City Council hereby finds that the budget adjustment made above

34 has been recommended by the City Manager.

35
36 Section 4 – The City Manager is directed to cause the appropriate accounting
37 entries to be made in the books and records of the City.

38
39 Section 5 – City Council hereby finds and declares this Ordinance relates to the
40 acceptance of a grant from a state or federal agency and pursuant to Section 2.16(25)
41 of the City Charter, this Ordinance shall require one reading. Therefore, this Ordinance
42 shall be in full force and effect from and after passage.

43
44 Passed at meeting: _____

45
46 _____
47 Mayor

48
49 Attest: _____, City Clerk

50
51 Filed as Ordinance: _____

52
53 _____
54 Approved as to form: _____, Assistant City Attorney

55
56 _____
57 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 064

FILED: 03-01-22

ORIGINATING DEPARTMENT: Police

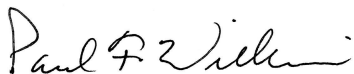
PURPOSE: To authorize the City Manager, or his designee, to accept the Local Violent Crime Prevention Grant in the amount of \$13,699 from the State of Missouri, Department of Public Safety, to pay costs associated with the ongoing use of MorphoDents fingerprint scanners.

BACKGROUND INFORMATION: The State of Missouri, Department of Public Safety, offers the Local Violent Crime Prevention Grant ("LVCP Grant") to local law enforcement agencies. The purpose of the LVCP Grant is to provide funding to support the establishment and enhancement of local violent crime prevention programs within local law enforcement agencies and to improve the quality of crime data reporting.

The Police Department applied for, and was awarded, a LVCP Grant in the amount of \$13,699 to continue and enhance its use of MorphoDents fingerprint scanners. MorphoDents fingerprint scanners are mobile devices that may be used in the field to quickly identify individuals. During the calendar year of 2021, the use of MorphoDents fingerprint scanners assisted Springfield officers in making positive identifications of individuals in at least 250 instances. The majority of individuals identified using MorphoDents fingerprint scanners were determined to be actively wanted on state or federal charges.

REMARKS: The grant amount of \$13,699 will be used to purchase one year of software and maintenance costs for the use of 76 fingerprint scanners.

Submitted by:



Paul F. Williams, Chief of Police

Approved by:


Jason Gage, City Manager



Missouri Department of Public Safety
Criminal Justice/Law Enforcement Unit
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-1928 Fax: 573-751-5399

Exhibit A

AWARD AGREEMENT

RECIPIENT NAME Springfield Police Department		DATE 2/10/2022	
ADDRESS 321 E Chestnut Expressway		AWARD NUMBER 2022-LVCP-21	
CITY Springfield		STATE MO	ZIP CODE 65802
TOTAL AMOUNT OF STATE \$13699.00			
PROJECT PERIOD FROM 02/01/2022		PROJECT PERIOD TO 05/30/2022	
PROJECT TITLE SFY 22 Local Violent Crime Prevention Grant (LVCP)		FUNDED BY Missouri Department of Public Safety	
METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement			
CONTACT INFORMATION			
CJ/LE GRANT CONTACT		RECIPIENT PROJECT DIRECTOR	
NAME Amelia Jaegers		NAME Chief Paul Williams	
E-MAIL ADDRESS Amelia.Jaegers@dps.mo.gov		ADDRESS (If different from above) 321 E Chestnut Expressway	
TELEPHONE (573) 522-4094		CITY, STATE AND ZIP CODE Springfield MO 65802	
PROGRAM MANAGER Joni McCarter		TELEPHONE 417-864-1780	E-MAIL ADDRESS pfwilliams@springfieldmo.gov
SUMMARY DESCRIPTION OF PROJECT The purpose of the LVCP Grant is to provide funding to support the establishment and enhancement of local violent crime prevention programs within local law enforcement, and improve the quality of crime data reporting in compliance with the National Incident-Based Reporting System. The funding will be utilized to advance violent crime reduction efforts by improving trust and cooperation between communities and law enforcement in the state of Missouri. Additionally, it will create accountability for law enforcement agencies in establishing and maintaining positive relationships with the community.			
AWARDING AGENCY APPROVAL		RECIPIENT AUTHORIZED OFFICIAL APPROVAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL City Manager Jason Gage	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE
THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

GRANT PROGRAM SFY 2022 LVCP	RECIPIENT Springfield Police Department
AWARD NUMBER 2022-LVCP-21	DATE 2/10/2022
AWARD AGREEMENT ARTICLES OF AGREEMENT	

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Article XXVII	Police Use of Force Transparency Act of 2021
Article XXVIII	Federal Equitable Sharing Funds
Article XXIX	Custodial Interrogations
Article XXX	DWI Law – Law Enforcement
Article XXXI	DWI Law - Prosecutors
Article XXXII	Data Reporting Requirements
Article XXXIII	Body Armor
Article XXXIV	Body Armor Policy
Article XXXV	Body-Worn Cameras
Article XXXVI	Body-Worn Camera Policy
Article XXXVII	Criminal Intelligence Systems
Article XXXVIII	Duplication of Networks
Article XXXIX	Mitigation Plan
Article XL	Criminal Justice/Law Enforcement Unit (CJ/LE), Specific

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM SFY 2022 LVCP	RECIPIENT Springfield Police Department
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Article I - Governing Directives: The Recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "LVCP Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

Article II - Compliance Training: As a recipient of state funds, the Recipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be hosted as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil right compliance, monitoring responsibilities, record retention, internal controls and accounting responsibilities.

Article III - Non-Supplanting: The Recipient assures that federal and/or state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

Article IV - Change in Personnel: The Recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Subaward Adjustment' component of WebGrants as a Program Revision.

Article V - Subaward Adjustments: The Recipient understands that any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Recipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM SFY 2022 LVCP	RECIPIENT Springfield Police Department
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Article VI – Monitoring: The Recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

Article VII - Protection from Reprisal for Disclosures: The Recipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this award, a gross waste of the funds under this award, an abuse of authority relating to the funds under this award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this award.

Article VIII - Fair Labor Standards Act: All Recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

Article IX - Employment of Unauthorized Aliens: Pursuant to Section 285.530.1 RSMo, the Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Article X – Relationship: The Recipient agrees that it will represent itself to be an independent Recipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

AUTHORIZED OFFICIAL INITIALS

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Article XI – Texting While Driving: Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XII - Computer Networks: The Recipient understands and agrees that funds awarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

Article XIII - Unlawful Employment Practices: The Recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

Article XIV - Discrimination in Public Accommodations: The Recipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Article XV - Fund Availability: The Recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Article XVI - Release of Funds: The Recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the Recipient Authorized Official and Recipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

Article XVII - Duplicative Funding: The Recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Recipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Recipient shall submit an award Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

AUTHORIZED OFFICIAL INITIALS

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Article XVIII - Allowable Costs: The Recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The Recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Recipient also agrees to expend funds no later than the date identified in the "LVCP NOFO". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. The Recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.

Article XIX – Procurement: The Recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

Article XX – Buy American: The Recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

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Article XXI - Buy Missouri: The Recipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Article XXII – Compensation: The Recipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Recipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Article XXIII – Suspension/Termination of Award: The Missouri Department of Public Safety reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the Recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the award shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event an award is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the award funds remaining or an amount equal to the portion of the award funds wrongfully used.

Article XXIV – Enforceability: If a Recipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Article XXV – National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR): The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety.

Article XXVI – Vehicle Stops: The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

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Article XXVII – Police Use of Force Transparency Act of 2021: The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

Article XXVIII - Federal Equitable Sharing Funds: The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

Article XXIX - Custodial Interrogations: The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

Article XXX - DWI Law – Law Enforcement: The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article XXXI - DWI Law – Prosecutors: The Recipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, its county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article XXXII - Data Reporting Requirements: The recipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "OSET Notice of Funding Opportunity". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

Article XXXIII - Body Armor: The Recipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the Recipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

Article XXXIV - Body Armor Policy: The Recipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

AUTHORIZED OFFICIAL INITIALS

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The Recipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the award.

Article XXXV - Body-Worn Cameras: The Recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

Article XXXVI - Body-Worn Camera Policy: The Recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The Recipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the award.**

Article XXXVII - Criminal Intelligence Systems: The Recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

Article XXXVIII – Duplication of Networks: The Recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

Article XL - Mitigation Plan: The Recipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this award may be obligated to support methamphetamine lab operations unless the Recipient agrees to this special condition and fully participates in implementation of the *Mitigation Plan*.

Article XXXIX - Criminal Justice/Law Enforcement Unit (CJ/LE), Specific:

By accepting this award, the Recipient agrees:

1. To participate in Status Report submissions, if applicable.
 - Status Report #1 and Final Claim for the period February 1, 2022 – May 30, 2022, due by June 15, 2022
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM SFY 2022 LVCP	RECIPIENT Springfield Police Department
AWARD NUMBER 2022-LVCP-21	DATE 2/10/2022
AWARD AGREEMENT ARTICLES OF AGREEMENT	

exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The Recipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.

3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. DPS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the Recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The Recipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
6. To follow the grant program guidelines as stated in the DPS Administrative Guide for CJ/LE Grants, as well as, Information Bulletins released by the CJ/LE Unit to provide important updates, clarifications and policy statements related to the Criminal Justice/law Enforcement Unit grant programs.
7. In the event DPS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the Recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient acceptance of the changes to the award.
8. Prior written approval from CJ/LE is required prior to making any changes to the approved budget for this award.

AUTHORIZED OFFICIAL INITIALS

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
054

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25060	18	90110	414110			\$ 13,699	Department of Public Safety - Local Violent Crime Prevention Grant (LVCP)
Net Revenue Adjustment						\$ 13,699	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25060	18	90110	504580			\$ 13,699	Other Professional Services
Net Expenditure Adjustment						\$ 13,699	

Fund Balance Appropriation:

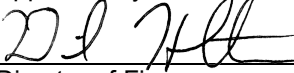
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating grant funds from the State of Missouri, Department of Public Safety, to continue and enhance its use of the MorphoIDents fingerprint scanners, which officers use to positively identify individuals who actively attempt to deceive officers conducting lawful detentions and investigations.

Requested By:

Paul F. Williams 3-1-22
Department Head Date

Approved By:

 3-1-22
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2022-064
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

33 shown on Budget Adjustment No. 055, a copy of which is attached hereto and
34 incorporated herein by this reference as "Exhibit B".
35

36 Section 3 – City Council finds the budget adjustment has been recommend by
37 the City Manager.
38

39 Section 4 – The City Manager is directed to cause the appropriate accounting
40 entries to be made in the books and records of the City. In the event additional funding
41 is provided under this grant by the grantor, the Director of Finance is hereby authorized
42 to adjust this appropriation by an amount not to exceed 20 percent.
43

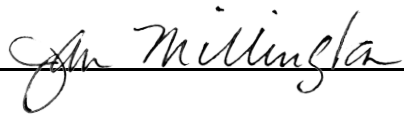
44 Section 5 – City Council hereby finds and declares this Ordinance relates to
45 grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the
46 City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance
47 shall be in full force and effect from and after passage.
48

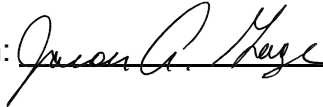
49 Passed at meeting: _____
50

51 _____
52 Mayor
53

54 Attest: _____, City Clerk
55

56 Filed as Ordinance: _____
57

58
59 Approved as to form: , Assistant City Attorney
60

61
62 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022-065

FILED: 03-01-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: For City Council to authorize the City Manager, or his designee, to enter in a contract with the Missouri Department of Health and Senior Services (“DHSS”) to accept federal grant reimbursement for costs of participating in a statewide Environmental Epidemiology study related to COVID-19; amending the Fiscal Year 2021-2022 budget of the Department of Environmental Services Clean Water Enterprise Fund in an amount not to exceed \$36,000 for the purpose of appropriating the federal grant funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: During the COVID-19 pandemic, means have been developed to monitor certain community trends related to the virus by testing and quantifying the presence of biomarkers that are shed by humans and remain present in wastewater samples. These biomarkers are not live virus, but rather are indicators of the virus being present in the population that contributed to the wastewater stream. The indicators can give health professionals an early indication, up to 5-to-7-days in advance of individuals becoming symptomatic, of the virus trends in the community.

The DHSS is conducting a statewide Environmental Epidemiology study to test wastewater samples that are received from communities and sewer districts throughout the state. Participation in the study is voluntary and participants can elect to stop participating at any time.

Since inception of the statewide study, the Environmental Services department has participated by providing weekly wastewater samples, collected at up to six separate locations within the community. The DHSS has recently made available federal grant funding in the form of a \$100 per sample reimbursement to encourage participation in the statewide study and to offset the costs of a participants in collecting, preparing, and mailing the samples to the designated testing site. This reimbursement is limited to a cumulative total of \$6,000 per location. The DHSS requires the recipient to enter a reimbursement contract prior to receipt of the funds. This special ordinance will allow the City Manager, or his designee, to enter the contract with DHSS and will also approve a budget adjustment for the appropriation of the federal grant funds. The contract will end June 27, 2022, but reimbursement requests can include sampling dates that occurred prior to the contract being put in place.

Since this ordinance relates to a contract with a state agency for purposes of accepting federal grant funding, it may be passed as a one-reading bill under City Charter Section 2.16(25).

REMARKS: Participation in the Environmental Epidemiology study is voluntary, as is accepting any reimbursement for study participation. However, since the City has been

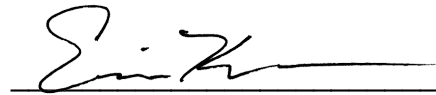
a participant since the study was initiated and since the collection, preparation, and mailing of samples does take away from other staff duties, the Environmental Services department recommends entering the contract and accepting the grant funds to offset the department's ongoing cost of participation.

Submitted by:



Ronald Petering, Assistant Director
Of Environmental Services

Recommended by:



Errin Kemper, Director of
Environmental Services

Approved by:



Jason Gage,
City Manager

**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 51607	Contract Title: WASTEWATER OPERATORS	
Contract Start: 6/28/2021	Contract End: 6/27/2022	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF SPRINGFIELD - CLEAN WATER	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 755 NORTH FRANKLIN AVENUE	
CITY, STATE, and ZIP CODE SPRINGFIELD MO 65802	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0268	DUNS NUMBER 006852255
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

STANDARD CONTRACT LANGUAGE

1. GENERAL

- 1.1 The contract amount shall not exceed \$36,000.00 for the period of June 28, 2021 through June 27, 2022.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Environmental Epidemiology
Program Contact: Jeff Wenzel
Address: 930 Wildwood, Jefferson City, MO 65102
Phone: 573-522-5101
Email: Jeff.Wenzel@health.mo.gov

2. PURPOSE

- 2.1 Collection of wastewater samples for the purpose of sewershed disease trend monitoring.

3. DELIVERABLES AND OUTCOMES

STANDARD CONTRACT LANGUAGE

- 3.1 The Contractor shall collect samples as described in Attachment B and C, which are attached hereto and is incorporated by reference as if fully set forth herein.
- 3.2 The Contractor shall package the collected samples in the provided coolers and deliver to a local public health agency or where directed by the Department, where a courier will pick the sample up.
- 3.3 The Contractor shall provide the Department with metadata from the time of collection.

4. BUDGET AND ALLOWABLE COST

- 4.1 The Department will pay the Contractor a firm, fixed price of \$100.00 per sample, upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.
- 4.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

5. INVOICING AND PAYMENT

- 5.1.1 The State of Missouri shall submit contract payments to the Contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the Contractor shall understand and agree the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 5.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 5.3 The Contractor shall submit invoices quarterly. Invoices shall be due by the last day of the month following the quarter in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 5.4 The Department will pay the Contractor quarterly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 5.5 The Contractor shall submit invoices to:

STANDARD CONTRACT LANGUAGE

Missouri Department of Health and Senior Services
Division of Environmental Epidemiology
P.O. Box 570
Jefferson City, MO 65102-0570

- 5.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 5.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 5.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 5.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 5.10 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 5.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 5.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

6. AMENDMENTS

STANDARD CONTRACT LANGUAGE

- 6.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

7. RENEWALS

- 7.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

8. MONITORING

- 8.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 8.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

9. DOCUMENT RETENTION

- 9.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 9.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 9.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

STANDARD CONTRACT LANGUAGE

- 9.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 9.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

10. CONFIDENTIALITY

- 10.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 10.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

11. LIABILITY

- 11.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 11.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney

STANDARD CONTRACT LANGUAGE

fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 11.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 12.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 12.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

13. AUTHORIZED PERSONNEL

- 13.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

STANDARD CONTRACT LANGUAGE

- 13.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 13.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&mc=285.530>), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 13.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 13.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 13.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation,

STANDARD CONTRACT LANGUAGE

and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

13.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

13.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

14. TERMINATION

14.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

14.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

14.1.2 A change in federal or state law relevant to this contract occurs; or

14.1.3 A material change of the parties to the contract occurs; or

14.1.4 By request of the Contractor.

14.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

14.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

14.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

14.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in

STANDARD CONTRACT LANGUAGE

2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- 6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**
- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
- 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
- 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
- 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

Coronavirus Sewershed Surveillance Project

WWTF sample collection

STANDARD OPERATING PROCEDURE

What you need

- Standard personal protective equipment and procedure (e.g., nitrile or latex gloves and protective eyewear)
- Paper towels (or other absorbent material)
- Packing tape
- Sharpie or other permanent marker
- A sampling device or method capable of collecting 24-hour composite samples

MDNR provided

- 3 pre-labeled sample collection tubes (50 mL each)
- 2 plastic bags
- 4 Ice packs
- Shipping cooler and box
- Biohazard label
- Neon Green Project label
- Electronic sampling log

Collecting the sample

1. Open your box to retrieve the ice packs. Store ice packs in a freezer.
2. Collect at least 1-liter of 24-hour composite sample of raw sewage from the influent. Note: Allow enough time to collect, package and transport samples to drop-off location prior to pick-up time (see step 8).
3. When the collection is complete, close the bottle and invert a few times to mix.
4. Check that each of the three sample tubes has the same sample number and matches the current week's date. Pour sample into each of the three 50 mL tubes. Fill tubes to the top line (50 mL). **Don't overfill tubes.** Screw the caps back on firmly. Fill out labels following the example below with a permanent marker (e.g., Sharpie) (Fig. 1). Ensure correct printed date is used.

DHSS/DNR Sewershed Surveillance Project
2 ROLSE_4 JAN 2020
Collection Date: <u>1/4/2020</u>
Collector Initials: <u>JK</u>

Figure 1. Example sample label. Please fill in collection date and initial.

5. Put tubes in a plastic bag with paper towels and seal. Put plastic bag into another plastic bag and seal. Affix the red Biohazard label to outer bag. Store samples in refrigerator (4°C) until ready for shipping.
6. Pour remaining sample back into sewer system. Do not pour down storm drains. Rinse autosampler bottle 2-3 times with water.

Packing the sample

7. Put the plastic bag containing the samples and ice packs inside the shipping cooler.
8. Seal top of shipping box with packing tape. Fill out the green DHSS/DNR Sewershed Surveillance Project label following the example below (Fig. 2). Affix the project label to the top of the box and make sure it is clearly visible.

Date: 1/4/2020
 Facility Name(s): Rolla WWTF
 No. of Tubes: 3
 Sample ID(s): 2 ROLSE 4 JAN 2020

DELIVER TO:
 DHSS/DNR Sewershed Surveillance Project
 Missouri State Public Health Lab
 101 Chestnut Street
 Jefferson City, MO 65101

Figure 2. Example project label. Please fill in the shipping date, facility name, number of sample tubes in box, and sample ID (from label on tube).

Shipping the sample

9. Drop off box with samples to nearest courier location before the designated pick-up time on **Monday-Thursday**. Please do not send on a Friday or day before a holiday. Courier locations can be found at <https://health.mo.gov/lab/courierservices.php> (Do not drop off at a hospital location, as these may not accept water samples).
10. Complete and submit the electronic REDCap Facility Log survey on the same day as you take sample to courier. Access the Facility Log survey via the link in the email you receive from Department of Health and Senior Services. You may resubmit later to add metadata parameters when they become available. If you did not receive the REDCap survey, please contact Melissa.reynolds@health.mo.gov.
11. If a sample week is skipped or has issues for any reason, please contact Jessica Klutts, Jessica.klutts@dnr.mo.gov. If we don't receive your sample by Friday, we will contact you to be sure there wasn't a courier issue.

Coronavirus Sewershed Surveillance Project

Modified composite or grab influent wastewater sample collection

STANDARD OPERATING PROCEDURE

What you need

- Dipper or other grab sample collection device with container (for individual grab samples)
- Clean bottle with lid to composite grab samples (at least 1 L)
- Standard personal protective equipment and procedure (e.g., nitrile or latex gloves and protective eyewear)
- Paper towels (or other absorbent material)
- Packing tape

DNR provided

- 3 pre-labeled sample collection tubes (50 mL each)
- 2 plastic bags
- Ice packs
- Shipping cooler and box
- Biohazard label
- Neon Green Project label
- Electronic sampling log

Collecting the sample

1. Open your box to retrieve the ice packs. Store ice packs in a freezer.
2. Rinse dipper or other collection container three times in waste stream prior to sample collection.
3. Collect sample.
 - a. *Modified composite sample*
 - Collect a minimum of four equal volume grab samples no closer than 2 hours apart during a 24-hour period. Store grab samples in a refrigerator (4°C). Composite all grab samples into clean bottle with lid. The final volume should be at least 1 L.

Notes: Record sample collection times. Collect samples at the same times each week to ensure consistency across sampling events. Some of the samples should coincide with periods of high sewer system usage (i.e. morning or evening).

- b. *Single grab sample*

If a modified composite is not possible, collect a 1 L grab sample.

Notes: Collect sample at the same location and time each week to ensure consistency across sampling events. Optimal sample times coincide with periods of high sewer system usage (i.e. morning and evening)

4. When the collection is complete, close the bottle and shake it to mix.
5. Check that each of the three sample tubes has the same sample number and matches the current week's date. Pour sample into each of the three 50 mL tubes. Fill tubes to the top.

line (50 mL). **Don't overfill tubes.** Screw the caps back on firmly. Fill out labels following the example below (Fig. 1).

DHSS/DNR Sewershed Surveillance Project

Sample Number: **SFDNW_1 Jun 2020**

Collection Date: **June 1, 2020**

Collection Time: **8:00 AM**

Collector Initials: **SAZ**

Figure 1. Example sample label. Please fill in collection date and time and initial.

- Put tubes in a plastic bag with paper towels and seal. Put plastic bag into another plastic bag and seal. Affix the red Biohazard label to outer bag. Store samples in refrigerator (4°C) until ready for shipping.

Packing the sample

- Put the plastic bag containing the samples and ice packs inside the shipping cooler.
- Seal top of shipping box with packing tape. Fill out the green DHSS/DNR Sewershed Surveillance Project label following the example below (Fig. 2). Affix the project label to the top of the box and make sure it is clearly visible.

Date: **JUN 1 2020**

Facility Name(s): **SFDNW**

No. of Samples: **1**

Sample Number(s): **SFDNW_1 Jun 2020**

DELIVER TO:

DHSS/DNR Sewershed Surveillance Project

Missouri State Public Health Lab

101 Chestnut Street

Jacksonville, MO 65101

Figure 2. Example project label. Please fill in the shipping date, facility name, number of sample tubes in box, and sample ID number (from label on tube).

Shipping the sample

- Drop off box with samples to nearest courier location before the designated pick-up time on **Tuesdays**. Courier locations can be found at <https://health.mo.gov/lab/courierservices.php> (Do not drop off at a hospital location, as these may not accept water samples).
- Complete the electronic sample log and email to the contacts at DHSS, DNR, and MU listed below. The email should also include notice that samples have been dropped off at the courier.

Contacts for sample log:

Sally Zemmer, DNR, sally.zemmer@dnr.mo.gov

Melissa Reynolds, DHSS, melissa.reynolds@health.mo.gov

Marc Johnson, MU, marcjohnson@missouri.edu

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Wastewater Operations and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted:

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	51607	State: 0%	\$0.00	Federal: 100%	\$36,000.00
Contract Title:	WASTEWATER OPERATORS				
Contract Start:	6/28/2021	Contract End:	6/27/2022	Amend#: 00	Contract #:
Vendor Name:	CITY OF SPRINGFIELD - CLEAN WATER				
CFDA: 93.310	Research and Development: Y				
CFDA Name:	TRANS-NIH RESEARCH SUPPORT				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / NATIONAL INSTITUTES OF HEALTH				
Federal Award:	1U01DA053893-01				
Federal Award Name:	WASTEWATER DETECTION OF COVID-19				
Federal Award Year:	2021	DHSS #:	DA053893-01	Federal Obligation:	\$3,600.00
CFDA: 93.323	Research and Development: N				
CFDA Name:	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NU50CK000546-02				
Federal Award Name:	CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)				
Federal Award Year:	2020	DHSS #:	CK000546-02S	Federal Obligation:	\$28,800.00
CFDA: 93.323	Research and Development: N				
CFDA Name:	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NU50CK000546-01				
Federal Award Name:	CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)				
Federal Award Year:	2020	DHSS #:	CK000546-01B	Federal Obligation:	\$3,600.00

* The Department will provide this information when it becomes available.

Project Description:

Wastewater samples collected for the purpose of sewershed disease trend monitoring.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
055

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53010	08	33520	416010	000000	00000	\$ 36,000	Federal Grant Revenues Through The Missouri Department of Health and Senior Services (DHSS)
Net Revenue Adjustment						\$ 36,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53010	08	33520	502340	000000	00000	\$ 36,000	Wastewater Sampling Participation Costs For a Statewide Environmental Epidemiology Study Related to COVID-19
Net Expenditure Adjustment						\$ 36,000	

Fund Balance Appropriation:

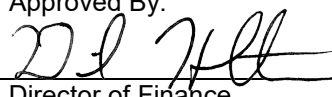
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating federal grant funds through the Missouri Department of Health and Senior Services (DHSS) for reimbursement for participating in a statewide Environmental Epidemiology Study related to COVID-19, with no required local matching funds.

Requested By:

Dan Smith 3-01-22
Department Head Date

Approved By:

 3-01-22
Director of Finance Date

Authorization:

Council Bill No. 2022-065
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date