



Agenda

City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, 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 May 2, 2022 6:30 p.m.

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

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

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

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

1. ROLL CALL.

2. APPROVAL OF MINUTES APRIL 18, 2022 CITY COUNCIL MEETING

4. APPROVAL OF MINUTES. APRIL 18, 2022, CITY COUNCIL MEETING, APRIL 19, 2022, SPECIAL CITY COUNCIL MEETING, AND APRIL 26, 2022, SPECIAL CITY COUNCIL MEETING.

Documents:

[04-18-22.PDF](#)

[04-19-22 SPECIAL CITY COUNCIL MEETING.PDF](#)

[04-26-22 SPECIAL CITY COUNCIL MEETING.PDF](#)

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

4. CEREMONIAL MATTERS.

5. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.

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

7. Council Bill 2022-087 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 4, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the Springfield-Branson National Airport, and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2021-2022 in the amount of \$1,815,000.

Documents:

[2022-087.PDF](#)

8. Council Bill 2022-088 (Ollis)

A general ordinance amending the Springfield City Code, Chapter 36, 'Land Development Code of the City of Springfield,' Article XIX, 'Energy Conservation Code,' by updating from the 2012 to the 2018 version of the International Energy Conservation Code, as modified herein.

Documents:

[2022-088.PDF](#)

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

10. Council Bill 2022-090 (Lear)

A resolution authorizing the City Manager, or his designee, to apply for a grant from the Community Foundation of the Ozarks in the amount of up to \$60,000 to be utilized to perform approved grant activities.

Documents:

[2022-090.PDF](#)

11. Council Bill 2022-091 (Ollis)

A resolution declaring the official intent of the City of Springfield to support the Southwest District of the Missouri Department of Transportation in its application for a 2022 Infrastructure for Rebuilding America grant to widen Interstate 44 to six lanes through the City; and pledging \$2,000,000 in matching funds upon award of said grant.

Documents:

[2022-091.PDF](#)

12. Council Bill 2022-092 (City Council)

A resolution adopting the "2022 City of Springfield City Council Priorities".

Documents:

[2022-092.PDF](#)

13. Council Bill 2022-093 (Hardinger)

A resolution amending the Major Thoroughfare Plan, a portion of the Transportation Plan element of the Springfield-Greene County Comprehensive Plan, by removing a future collector from Figures 20-2 and 20-9. (Planning and Zoning Commission and Staff recommends approval.)

Documents:

[2022-093.PDF](#)

14. EMERGENCY BILLS.

15. PUBLIC IMPROVEMENTS.

16. GRANTS.

17. AMENDED BILLS.

18. COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. Not

Anticipated To Be Voted On.

19. Council Bill 2022-094 (Horton)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 24.8 acres of public property, generally located at 5100 West State Highway EE, and referenced as Annexation A-2-2022, into the City of Springfield.

Documents:

[2022-094.PDF](#)

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

21. Council Bill 2022-095 (McGull)

A special ordinance authorizing the City Manager, or his designee, to sign an agreement with the Ozark Region Workforce Development Board to serve as the One-Stop Operator for the Ozark Region, which consists of the counties of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, and to accept the funding authorized for the One-Stop Operator in the amount of \$66,473.40.

Documents:

[2022-095.PDF](#)

22. Council Bill 2022-096 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Hatch Foundation to accept \$100,000, and to enter a Memorandum of Understanding with City Utilities of Springfield to accept \$60,000, with all such funds to be applied towards the \$200,000 local cost share requirement for the Lake Springfield Master Planning grant from the United States Department of Commerce Economic Development Administration; and amending the budget of the Department of Economic Vitality for Fiscal Year 2021-2022 in the amount of \$160,000.

Documents:

[2022-096.PDF](#)

23. Council Bill 2022-097 (Ollis)

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various

job titles within the City service as contained in the Professional, Administrative and Technical Schedule by making provision for fifteen new job titles, and the Professional, Administrative and Technical Unclassified Schedule by making provision for one new job title.

Documents:

[2022-097.PDF](#)

24. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

25. NEW BUSINESS.

The City Manager recommends the following appointments to the Airport Board: William Hammitt with term to expire June 1, 2025; Andrea Weber with term to expire June 1, 2023; and Juan Meraz with term to expire June 1, 2025.

The City Manager recommends the following reappointments to the Airport Board: Paige Oxendine and Jay Titus with terms to expire June 1, 2025; and Steve Bach with term to expire June 1, 2024.

The Mayor recommends the following reappointment to the Mayor's Commission on Human Rights and Community Relations: Bob Roberts with term to expire October 1, 2024.

26. UNFINISHED BUSINESS.

27. MISCELLANEOUS.

28. CONSENT AGENDA – FIRST READING BILLS. See Item #3.

29. Council Bill 2022-098 (Horton)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of M & P Estates, generally located at 615 East Dale Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2022-098.PDF](#)

30. Council Bill 2022-099 (Horton)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Northside Renewal, generally located at 1502 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2022-099.PDF](#)

31. Council Bill 2022-100 (Horton)

A special ordinance approving the sale of real property at 2237 North Farmer Avenue to Affordable Housing Action Board of Springfield, Inc., for \$15,300.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-100.PDF](#)

32. Council Bill 2022-101 (Horton)

A special ordinance approving the sale of real property at 2824 West Water Street to Affordable Housing Action Board of Springfield, Inc., for \$16,600.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-101.PDF](#)

33. Council Bill 2022-102 (Horton)

A special ordinance approving the sale of real property at 1026 West Thoman Street to Randall Gear, for \$9,010.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-102.PDF](#)

34. Council Bill 2022-103 (Schilling)

A special ordinance approving the sale of real property at 727 West Mount Vernon Street to Stephen Long, for \$25,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-103.PDF](#)

35. **Council Bill 2022-104 (Horton)**

A special ordinance approving the sale of real property at 723 West Brower Street to Master Plumber, LLC, for \$9,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-104.PDF](#)

36. **Council Bill 2022-105 (Horton)**

A special ordinance approving the sale of real property at 1129 West Nichols Street to Master Plumber, LLC, for \$1,700.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-105.PDF](#)

37. **Council Bill 2022-106 (McGull)**

A special ordinance approving the sale of real property at 1342 East Blaine Street to Master Plumber, LLC, for \$1,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-106.PDF](#)

38. **Council Bill 2022-107 (Horton)**

A special ordinance approving the sale of real property at 1620 North Texas Avenue to Master Plumber, LLC, for \$5,500.00; authorizing the issuance of a deed for same; and approving the budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

Documents:

[2022-107.PDF](#)

39. **Council Bill 2022-108 (Horton)**

A special ordinance approving the sale of real property at 1851 North Main Avenue to Master Plumber, LLC., for \$5,700.00; authorizing the issuance of a deed for same; authorizing the acceptance of a permanent sanitary sewer easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-108.PDF](#)

40. **Council Bill 2022-109 (McGull)**

A special ordinance approving the sale of real property at 1717 North Oak Grove Avenue to David Pitts Properties, LLC., for \$13,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-109.PDF](#)

41. **Council Bill 2022-110 (Horton)**

A special ordinance approving the sale of real property at 1162 West Hovey Street to Reed Enterprises, LLC., for \$9,500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-110.PDF](#)

42. **Council Bill 2022-111 (Horton)**

A special ordinance approving the sale of real property at 2444 North Benton Avenue to Reed Enterprises, LLC., for \$10,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-111.PDF](#)

43. **Council Bill 2022-112 (Horton)**

A special ordinance approving the sale of real property at 1537 West Florida Street to Kaylah and Dustin Richard, for \$5,004.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-112.PDF](#)

44. Council Bill 2022-113 (Horton)

A special ordinance approving the sale of real property at 1231 North Grant Avenue to Phillip Clayton Rothschild, for \$12,510.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sewer-manhole easement and a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-113.PDF](#)

45. Council Bill 2022-114 (Horton)

A special ordinance approving the sale of real property at 2203 North Campbell Avenue to Phillip Clayton Rothschild, for \$13,501.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-114.PDF](#)

46. Council Bill 2022-115 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

Documents:

[2022-115.PDF](#)

47. Council Bill 2022-116 (McGull)

A special ordinance authorizing the City Manager, or his designee, to enter into a

Lease Agreement with Springfield Regional Arts Council, a not-for-profit corporation, for the purpose of leasing office space in the Old Creamery Building in Jordan Valley Park located at 411 North Sherman Avenue.

Documents:

[2022-116.PDF](#)

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

49. **Council Bill 2022-117 (McClure)**

A resolution confirming the appointments of Steve Eudaly and Brett Foster to the Downtown Springfield Community Improvement District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommends approval.)

Documents:

[2022-117.PDF](#)

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

51. **Council Bill 2022-089 (McGull)**

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual,' Chapter 3, 'Exceptions to Normal Purchasing Procedures,' Section 13-3.312, for the purpose of allowing retired Fire Marshalls to purchase their service weapons.

Documents:

[2022-089.PDF](#)

52. **BOARD CONFIRMATIONS.**

Confirm the following appointment to the Police and Fire Fighters' Retirement System Board of Trustees: Jim Flinn with term to expire April 30, 2025.

53. **END OF CONSENT AGENDA.**

54. **ADJOURN.**

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

All meetings are recorded.

In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864-1636 at least three days prior to the scheduled meeting.

April 18, 2022
Springfield, Missouri

The City Council met in regular session April 18, 2022, in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. Mayor McClure acknowledged the people of Ukraine and recognized the passing of municipal court Judge Todd Thornhill.

Monica Horton was sworn in to the City Council as the Zone 1 Councilmember. Mayor McClure formally welcomed Councilwoman Horton to City Council. Councilwoman Horton introduced her family members who were in attendance. Mayor McClure congratulated Councilwoman Horton.

Roll Call

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

Minutes

The minutes of the April 4, 2022, City Council Meeting, April 5, 2022, Special City Council Meeting, and April 12, 2022, Special City Council Meeting were considered. Councilman Lear moved to approve the minutes as presented. The motion was seconded by Councilman Simpson and approved by the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Consent Agenda

The consent agenda was approved as presented by the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

The following item appeared on the agenda under Ceremonial Matters.

Christopher Upton was sworn in to the Citizens Tax Oversight Committee.

Tyler Tooley was sworn in to the Personnel Board.

O'Brien Daniels was sworn in to the Citizens Advisory Committee for Community Development.

Mayor McClure congratulated all that were sworn in and thanked them for their time and commitment.

City Manager Report

Jason Gage, City Manager, provided an update. Mr. Gage welcomed Monica Horton as the new Zone 1 Councilwoman.

Mr. Gage noted the full schedule of meetings for the upcoming week. The City Council ARPA Review Committee will meet on Tuesday, and the Plans and Policies Committee discussion regarding e-Scooters will occur on Thursday.

Mr. Gage provided an update on the Grant Avenue Parkway Project. He noted a neighborhood Open House Workshop to discuss next steps in the Grant Avenue Parkway

project will take place 5-7 p.m., Tuesday, April 19, at the Parkview High School cafeteria. He further noted planning consultants with Peckham, Guyton, Albers, and Viets, Inc. (PGAV) are conducting a qualifications analysis (blight study) of a portion of the Grant Avenue Parkway improvement corridor. The study will help identify what areas qualify for a variety of economic development and neighborhood revitalization tools. Mr. Gage added the groundbreaking and kickoff ceremony for the road construction portion of the Grant Avenue Parkway project will take place in mid-May.

Mr. Gage noted the Springfield community will be host to a variety of events and activities in celebration of Earth Day on April 22, 2022. Details can be found on the City's website.

Mr. Gage provided an update on the Lake Springfield Area Master Plan. He noted a core team has been convened to begin work on the Lake Springfield Area Master Plan. The City of Springfield received an \$800,000 grant from the U.S. Department of Commerce's Economic Development Administration (EDA) to conduct the planning efforts for the redevelopment of the former coal power plant and lake area. He further noted there will be an extensive community engagement component. A website with more details will be live at www.lakespringfieldmasterplan.com on May 1.

Mayor McClure added the City will celebrate Tree City USA on Friday, April 22, 2022. Mayor McClure will participate and a proclamation will be presented that evening at Nathaniel Greene Park.

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

**Amending
Springfield Land
Development Code:
1616 East Bradford
Parkway and 3811
and 3813 South
Weller Ave.**

Sponsor: Simpson. Council Bill 2022-077

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.23 acres of property generally located at 1616 East Bradford Parkway and 3811 and 3813 South Weller Avenue from Planned Development No. 117, 5th Amendment, and Planned Development No. 363 to Planned Development No. 379; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: EWR Springfield Cambium, LLC & EWR Springfield Cambium II, LLC; 1616 E. Bradford Pkwy and 3811 & 3813 South Weller Avenue; Planned Development No. 379.)

Council Bill 2022-077. General Ordinance 6717 was approved with the following vote:
Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure.
Nays: None. Absent: None. Abstain: None.

**Amending
Springfield Land
Development Code:
1310 East St. Louis
Street**

Sponsor: McGull. Council Bill 2022-078

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.04 acres of property generally located at 1310 East St. Louis Street from R-HD, High-Density Multifamily Residential District, with Conditional Overlay No. 123, to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning

Commission both recommend approval.) (By: Urban Village Living LLC; 1310 East St. Louis Street; Z-5-2022.)

Council Bill 2022-078. General Ordinance 6718 was approved with the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure.
Nays: None. Absent: None. Abstain: None.

**Division Street
Roadway**

Sponsor: Hardinger, McGull. Council Bill 2022-082

**Improvements:
National Avenue to
Glenstone Avenue
project**

A special ordinance approving the plans and specifications for the Division Street Roadway Improvements – National Avenue to Glenstone Avenue project; accepting the bid of Hartman and Company, Inc., in the amount of \$4,689,870.65 for said project; authorizing the City Manager, or his designee, to enter into a contract with such bidder; and amending the Fiscal Year 2021-2022 budget for the Department of Public Works in the amount of \$1,100,000.00 to appropriate reserves of the 1/8-cent Transportation Sales Tax for said project.

Council Bill 2022-082. Special Ordinance 27671 was approved with the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure.
Nays: None. Absent: None. Abstain: None.

The following item appeared on the agenda under Resolutions.

MIEE Final Report

Sponsor: McClure. Council Bill 2022-085

A resolution accepting the Mayor's Initiative on Equity and Equality Report to City Council, including guiding principles.

Cora Scott, Director of Public Information and Civic Engagement, and Taj Suleyman, Director of Diversity, Equity, and Inclusion, provided a brief overview of the proposed. Ms. Scott noted the appointed group convened in March 2021 to establish guiding principles designed to improve access to opportunities and to recognize the inherent dignity and worth of all individuals. The action was taken in part as a response to the death of George Floyd. She further noted the City is focused on addressing the issues of racism and promotion of diversity and equity.

A video presentation by the Mayor's Initiative on Equity and Equality (MIEE) co-chairs Saehee Duran and Doug Neff was viewed by City Council. The presentation outlined the recommendations of the report. Ms. Duran noted the group came up with working definitions for equity, equality, and inclusion. From these definitions, they came up with their guiding principles. Mr. Neff noted these guiding principles reflect the City's commitment to being inclusive and equitable. He further noted one of the recommendations was for the City to track any steps taken toward the guiding principles. The five pillars include dialogue and understanding, cultural consciousness, advocacy and partnerships, structural and systematic barriers, and personal and organizational accountability.

Mr. Suleyman thanked City Council for their consideration on accepting the guiding principles. He noted the guiding principles are a community model and welcomes input on how the principles will be utilized going forward.

Councilwoman Hardinger thanked Mr. Suleyman and the Committee for their hard work. Ms. Hardinger expressed her belief to move the community forward there must be a plan. She asked how the progress will be tracked moving forward. Mr. Suleyman noted the guiding principles and ways to implement them will be reviewed.

Jason Gage, City Manager, noted the work done by the MIEE is a good starting point. The guiding principles can be reviewed with City Council priorities and the Comprehensive Plan and tracked to determine how the principles can be implemented.

Councilman Lear expressed his appreciation for the work completed by the MIEE Committee. He noted he views the report in two parts. The first is the internal impact of how the City can take the report and make it actionable, and the second as how this will impact ways the City interacts with community partners.

Ms. Scott noted the information can be provided to other groups through outreach.

Councilwoman Horton expressed her thanks to the MIEE Committee for their work. She asked what role the Mayor's Commission for Human Rights and Community Relations plays in implementing the plan and guiding principles. Mr. Suleyman noted the topic is on the agenda for the next meeting of the Mayor's Commission for Human Rights and Community Relations.

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

Mayor McClure acknowledged the members of the MIEE Committee who were in attendance.

Council Bill 2022-085. Resolution 10627 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS.

PUBLIC IMPROVEMENTS.

The following item appeared on the agenda under Grants.

Sponsor: Hosmer. Council Bill 2022-086

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program and Cost Apportionment Supplemental Agreement with the Missouri Highways and Transportation Commission for the purpose of

jointly constructing the Republic Road Phase 4 and Republic Road Phase 5 projects; and declaring that this council bill qualifies for approval in one reading.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the proposed is supplemental to an agreement that was previously approved by City Council in 2018. He noted the original agreement was to enter into a cost share agreement with the Missouri Department of Transportation (MoDOT) to improve the intersection of Republic Road at Campbell Street which is a high volume intersection. Mr. Smith further noted the supplemental agreement would allow the City to bid its project with MoDOT's project for the James River Freeway and Republic Road area so one contractor can do both projects. He added this will allow the phasing of both projects to be coordinated to maximize public safety and minimize construction issues.

Mayor Pro Tem Simpson expressed his belief this is needed. He asked if the sinkhole at the intersection will have any impact on the project. Mr. Smith noted a geotechnical engineer did exploratory work and found the sinkhole was repaired so it would not impact the project.

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

Council Bill 2022-086. Special Ordinance 27673 was approved with the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure.
Nays: None. Absent: None. Abstain: None.

AMENDED BILLS.

The following item appeared on the agenda under Public Hearing.

Councilman Ollis made a statement noting the applicant withdrew their application. Councilman Ollis therefore withdrew his sponsorship. Sponsorship for Council Bill 2022-059 was withdrawn.

Sponsor: Ollis. Council Bill 2022-059

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.)

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

Sponsor: Lear. Council Bill 2022-087

A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 4, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the Springfield-Branson National Airport, and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2021-2022 in the amount of \$1,815,000.

David Holtmann, Director of Finance, gave a brief overview of the proposed. Mr. Holtmann noted the proposed will allow the City to enter into the fourth lease agreement with Central Bank to finance the replacement of equipment, a fire truck and wheel loader, to be utilized at the Springfield-Branson National Airport. He added quarterly payments will be made for five years at 3.24% interest, after which time the airport will own the equipment.

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

Sponsor: Ollis. Council Bill 2022-088

A general ordinance amending the Springfield City Code, Chapter 36, 'Land Development Code of the City of Springfield,' Article XIX, 'Energy Conservation Code,' by updating from the 2012 to the 2018 version of the International Energy Conservation Code, as modified herein.

Brock Rowe, Interim Director of Building Development Services, gave a brief overview of the proposed. Mr. Rowe noted in 2019 City Council adopted the 2012 International Energy Conservation Code (IECC) with amendments. He further noted the ordinance declared the intent of City Council to adopt the 2018 or 2021 IECC code by January 1, 2023. Mr. Rowe added only 23 Missouri cities have adopted the 2018 IECC code, and no Missouri cities have adopted the 2021 IECC code. He noted the recommendation is to adopt the 2018 IECC code with modifications. The modifications include removal of the residential provisions, revision of the C402.1.1 Low Energy Buildings section, gravity dampers shall be permitted for building of any height located in climate zones 1-4, non-mandatory lighting controls, non-mandatory exterior lighting power requirements, non-mandatory maintenance information and system commissioning, and addition of a number 7 in the exemptions in the alterations section to read; "renovations to existing buildings where it is technically infeasible to conform to the IECC, as approved by the Building Official."

Councilman Hosmer asked which stakeholders the department met with. Mr. Rowe responded the Sierra Club, Springfield Contractors Association, Home Builders Association, American Institute of Architects, the Growth and Development Committee, and the Department of Natural Resources. Councilman Hosmer asked if the revisions are staff

recommendations or a result of meetings with stakeholders. Mr. Rowe responded they are staff recommendations with input from all sources.

Councilman Hosmer asked why the residential provisions will not be included. Mr. Rowe noted the section for residential provisions is identical between the commercial and residential code. He added to avoid confusion, the residential provisions will not be included for the commercial side. Mr. Rowe anticipated the International Residential Code will be presented in late May to early June of 2022.

Councilman Ollis asked how many Missouri cities have adopted the 2021 IECC and how many cities have not adopted the IECC code at all. Mr. Rowe responded no Missouri cities have adopted the 2021 code and 87% have no adopted code. Mr. Rowe noted 75% of the cities that have adopted the 2018 energy code have a population of less than 20,000 people.

Councilman Schilling asked if there is any way to quantify the savings that would be a result of adopting the new code. Mr. Rowe responded this would be difficult due to the variables, noting energy consumption has historically decreased.

Mayor Pro Tem Simpson asked if the IECC defines technical infeasibility or if the department provides the definition. Mr. Rowe responded it is defined in the existing building code.

Councilman Lear asked how many counties have adopted the IECC. Mr. Rowe noted he will follow up with this information.

An opportunity was given for citizens to express their views.

Louise Wienckowski spoke in support of the proposed. Ms. Wienckowski noted she is speaking on behalf of the White River Group of the Missouri Sierra Club. Ms. Wienckowski expressed her belief the new energy codes will go a long way in reducing energy use. She noted energy savings could be as high as 24%, and energy cost savings as high as 27%, depending on the size of the building. Ms. Wienckowski expressed her belief energy cost savings should be deemed important when building, especially for low income, students, and senior citizens.

Councilman Hosmer asked Ms. Wienckowski if the Sierra Club supports the code as modified. Ms. Wienckowski responded most of the modifications are acceptable, and she would like to see LED lighting required.

Mark Gambon spoke in support of the proposed. Mr. Gambon noted he is the current president of the Springfield Contractor's Association. Mr. Gambon noted the association is in support of the 2018 Energy Codes with the proposed exceptions. He expressed his appreciation for the opportunity to work with City staff. Mr. Gambon noted building practices are already in place to meet and exceed the 2018 codes.

Megan Short spoke in support of the proposed. Ms. Short noted she is the executive director of the Springfield Contractor's Association. Ms. Short commended City Staff for meeting with the different stakeholders. She expressed the association supports moving forward with the codes.

Don Underwood spoke in support of the proposed. Mr. Underwood noted he is a representative of the First Unitarian Universalist Church. Mr. Underwood made a statement, on behalf of the church, in support of the proposed. He expressed the belief of the church that the proposed is necessary to make positive changes in response to climate crisis. He noted the proposed will compliment the conservation efforts of City Utilities.

Richard Quint spoke in support of the proposed. Mr. Quint thanked City Council, Brock Rowe, and Building Development Services for their attention to this matter. Mr. Quint expressed his support for the proposed.

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

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

Tim Havens addressed City Council. Mr. Havens spoke on cash as private property. He noted when a person is detained by Greene County Jail, their personal property is confiscated. Mr. Havens further noted the detainee's cash is fed into an ATM and they are given an ATM card upon release. Mr. Havens expressed his opinion this deprives the arrestee of the full value of their private property.

Councilman Hosmer asked Mr. Havens if he has taken the issue up with the Greene County Commission. Mr. Havens noted he has not as the money is taken and fed into the ATM machine by a Springfield Police Officer.

Joseph Dougherty did not appear to address City Council.

The following items appeared on the agenda under New Business.

The Public Involvement Committee recommends the following appointment to the Police and Fire Fighters' Retirement System Board of Trustees: Jim Flinn with term to expire April 30, 2025.

UNFINISHED BUSINESS.

MISCELLANEOUS.

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

Sponsor: McGull. Council Bill 2022-089

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual,' Chapter 3, 'Exceptions to Normal Purchasing Procedures,' Section 13-3.312, for the purpose of allowing retired Fire Marshalls to purchase their service weapons.

CONSENT AGENDA – ONE READING BILLS.

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

**Chestnut South Lift
Station Relief Sewer
Project**

Sponsor: Hosmer. Council Bill 2022-083

A special ordinance amending Special Ordinance 27630, which declared the necessity of acquiring by condemnation the final easements for the purpose of constructing and maintaining sanitary sewers in the Chestnut South Lift Station Relief Sewer Project, to correct the legal description of a perpetual sanitary sewer easement.

Council Bill 2022-083. Special Ordinance 27672 was approved with the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure.
Nays: None. Absent: None. Abstain: None.

Confirm the following appointment to the Planning and Zoning Commission: Eric Pauly with term to expire January 1, 2024.

END OF CONSENT AGENDA.

Motion to Adjourn

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

Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by
Michelle Brown

April 19, 2022
Springfield, Missouri

The City Council met in special session on April 19, 2022, in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

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

Closed Session

Mayor Pro Tem Simpson moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

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

Clerk's Note: Councilman Ollis arrived at approximate 12:52 p.m. – just after the motion for the closed session.

Prepared by
Julie Greer

Anita J. Cotter, CMC/MRCC
City Clerk

April 26, 2022
Springfield, Missouri

The City Council met in special session on April 26, 2022, in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

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

Closed Session

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

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

Prepared by
Julie Greer

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. _____
Pgs. 39
Filed: 04-12-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 087

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into Schedule of Equipment
2 No. 4, which will become a part of its existing Master Equipment Lease
3 Purchase Agreement, the proceeds of which will be used to pay the costs
4 of acquiring equipment for the Springfield-Branson National Airport, and to
5 do all things necessary to carry out the lease-purchase transaction,
6 including the execution of certain documents in connection therewith; and
7 amending the budget of the City for Fiscal Year 2021-2022 in the amount
8 of \$1,815,000.
9 _____

10
11 WHEREAS, as authorized by Special Ordinance 27246, the City of Springfield,
12 Missouri (the "City"), as lessee, previously entered into a Master Equipment Lease
13 Purchase Agreement dated as of October 25, 2019 (the "Master Lease"), with The Central
14 Trust Bank, DBA Central Bank of the Ozarks, as lessor (the "Lessor"), pursuant to which the
15 City will from time to time lease certain equipment on a tax-exempt basis from the Lessor
16 pursuant to schedules of equipment thereto, on a year-to-year basis with an option to
17 purchase the Lessor's interest in such equipment; and
18

19 WHEREAS, the City desires to obtain funds to pay the costs of acquiring equipment
20 for the Springfield-Branson National Airport (as further described in Schedule No. 4 defined
21 below) (the "Equipment"); and
22

23 WHEREAS, the Finance Department has obtained a competitive rate quotation for
24 the financing; and
25

26 WHEREAS, the Equipment will be acquired in accordance with the City's Purchasing
27 Manual; and
28

29 WHEREAS, in order to facilitate the foregoing and to pay the cost of acquiring the
30 Equipment, it is necessary and desirable for the City to take the following actions:
31

- 32 1. Enter into Schedule of Equipment No. 4 to the Master Lease (which
33 incorporates the terms and conditions of the Master Lease), in substantially
34 the form attached hereto as "Exhibit 1" ("Schedule No. 4"), with the Lessor,
35 the party determined by the City to have submitted the most favorable
36 proposal in response to the City's request, pursuant to which the City, as

lessee, will lease the Equipment from the Lessor, on a year-to-year basis with an option to purchase the Lessor's interest in the Equipment; and

2. If determined to be necessary by the City, enter into an Escrow Agreement relating to Schedule No. 4 in substantially the form attached hereto as "Exhibit 2" (the "Escrow Agreement") with the Lessor and the escrow agent to be named therein, pursuant to which the proceeds of Schedule No. 4 will be held in trust by said escrow agent pending its use to purchase the Equipment financed under Schedule No. 4.
3. Execute and deliver a Federal Tax Certificate relating to Schedule No. 4 in substantially the form attached hereto as "Exhibit 3" (the "Tax Certificate"), setting forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of Schedule No. 4.

(Schedule No. 4, the Escrow Agreement and the Tax Certificate are referred to collectively herein as the "City Documents"); and

WHEREAS, the maximum annual payments for Schedule No. 4 for the Equipment are appropriated in the Fiscal Year 2021-2022 operating budget and a budget adjustment is necessary to appropriate the proceeds of Schedule No. 4; and

WHEREAS, the amendment to the budget for the City for Fiscal Year 2021-2022 for the acquisition of the Equipment has been recommended and approved by the City Manager.

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

Section 1 – The financing of the Equipment is hereby approved, with the final terms to be set forth in the City Documents, in a form approved by the City Attorney, upon the execution thereof, and the signature of the City Manager shall constitute conclusive evidence of the City Manager's approval thereof and the City's approval thereof.

Section 2 – The City Manager, or his designee, is hereby authorized to sign and execute, for and on behalf of the City, the City Documents in substantially in the form and content as those attached hereto and incorporated herein by reference as "Exhibit 1," "Exhibit 2" and "Exhibit 3" with such changes therein as shall be consistent with the terms of this Ordinance and as are approved by the City Attorney and City Manager, the City Manager's signature thereon being conclusive evidence of approval thereof. The City Clerk is hereby authorized to affix the City's Seal to the City Documents, if necessary, and attest said Seal.

Section 3 – The obligation of the City to pay Rental Payments (as defined in the Master Lease) under Schedule No. 4 is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in Schedule No. 4 constitute a pledge of the general tax revenues,

funds or moneys of the City, and all provisions of Schedule No. 4 will be construed so as to give effect to such intent.

Section 4 – The City Council hereby amends the budget for the City for Fiscal Year 2021-2022 in the accounts and in the amounts as shown on Budget Adjustment 060, a copy of which is attached hereto and incorporated herein by reference as “Exhibit 4.”

Section 5 – The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager. The City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 – The officers of the City, including the City Manager, Finance Director, City Attorney and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable and are consistent with the intent of this Ordinance in order to carry out and perform the purposes of this Ordinance and to make any changes or additions to the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City’s best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 7 – The City expects to make capital expenditures after the date of the adoption of this Ordinance in connection with acquisition of the Equipment, and the City intends to reimburse itself for such expenditures and also expenditures made with respect to acquisition of the Equipment on or after sixty days before the date of this Ordinance with proceeds received under Schedule No. 4 in an amount of \$1,815,000.

Section 8 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-087

FILED: 04-12-22

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City of Springfield, Missouri, to enter into a Master Equipment Lease Purchase Agreement and related Schedule of Equipment, the proceeds of which will be used to pay the costs of acquiring equipment for the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2021-2022 in the amount of \$1,815,000.

BACKGROUND INFORMATION: The City has utilized a master lease agreement over the last several years as a low-cost means of acquiring capital equipment. This financing mechanism has allowed the City to acquire much-needed capital equipment at a very favorable interest rate. The financing term is five years. At the end of the five-year period, the City will own the equipment.

The proceeds of Schedule of Equipment No. 4 will be used to purchase and replace aging equipment for the Springfield-Branson National Airport (fire truck and wheel loader). The current equipment, while functioning, has outlived its useful life and is becoming difficult to maintain.

The transaction will be financed by Central Bank of the Ozarks under the existing Master Equipment Lease Purchase Agreement. The interest rate on this transaction is 3.24 percent. This is a five-year financing with quarterly payments.

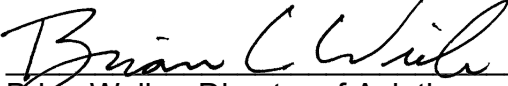
Submitted by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

Recommended by:


Brian Weiler, Director of Aviation

SCHEDULE OF EQUIPMENT NO. 4

COUNTERPART NO. ____ OF 2

LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Schedule of Equipment No. 4 dated as of May 10, 2022 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (as amended and supplemented, the "Master Agreement" and, as further amended and supplemented by this Schedule, the "Lease"), each between The Central Trust Bank, DBA Central Bank of the Ozarks, as Lessor, and City of Springfield, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Master Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. Representations, Warranties and Covenants.

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided lessor with audited financial statements through June 30, 2021. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 2021.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to include Lessor to enter into the Lease and this related Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

5. Tax-Exempt Interest Related Covenants, Representations and Warranties. Lessee hereby covenants, represents and warrants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered, and the Vendor fully paid, within eighteen months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. Incorporation of the Master Agreement Terms and Provisions. Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent that they relate solely to other Leases or Equipment listed on Schedules to other Leases), except as specifically amended under paragraph 7 below, are hereby incorporated by reference and made a part hereof.

7. Purchase Option; Prepayment. Lessee may exercise its purchase option with respect to the Equipment subject to this Lease on any Rental Payment Date at the applicable Purchase Price shown on the Payment Schedule attached hereto, all in accordance with Section 10.01 of the Master Agreement. Upon 30 days' prior written notice to Lessor, Lessee will also have the option to partially prepay outstanding principal components of Rental Payments under this Lease on any Rental Payment Date, without penalty. Following any such partial prepayment, Lessor will provide Lessee with a new Payment Schedule reflecting application of the prepayment to principal components in inverse order of their due date.

8. Other Provisions. None.

Dated: May 10, 2022.

**THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS**

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 4**

EQUIPMENT DESCRIPTION

Equipment Description:

The Equipment consists of a fire truck and a wheel loader, to be used at the Springfield-Branson National Airport, 2300 N. Airport Boulevard, Springfield, Missouri 65802, together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto:

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to The Central Trust Bank, DBA Central Bank of the Ozarks, as escrow agent, pursuant to the Escrow Agreement dated as of May 10, 2022, among Lessor, Lessee and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 4**

PAYMENT SCHEDULE

Rental Payments will be made in accordance with **Section 4.01** of the Master Agreement and this Payment Schedule.

Principal Amount: \$1,815,000

Interest Rate: 3.24%; 30/360 basis

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price*
08/1/2022	\$ 98,539.84	\$ 13,231.35	\$ 85,308.49	\$1,729,691.51
11/1/2022	98,539.84	14,010.50	84,529.34	1,645,162.17
02/1/2023	98,539.84	13,325.81	85,214.03	1,559,948.14
05/1/2023	98,539.84	12,635.58	85,904.26	1,474,043.88
08/1/2023	98,539.84	11,939.76	86,600.08	1,387,443.80
11/1/2023	98,539.84	11,238.29	87,301.55	1,300,142.25
02/1/2024	98,539.84	10,531.15	88,008.69	1,212,133.56
05/1/2024	98,539.84	9,818.28	88,721.56	1,123,412.00
08/1/2024	98,539.84	9,099.64	89,440.20	1,033,971.80
11/1/2024	98,539.84	8,375.17	90,164.67	943,807.13
02/1/2025	98,539.84	7,644.84	90,895.00	852,912.13
05/1/2025	98,539.84	6,908.59	91,631.25	761,280.88
08/1/2025	98,539.84	6,166.38	92,373.46	668,907.42
11/1/2025	98,539.84	5,418.15	93,121.69	575,785.73
02/1/2026	98,539.84	4,663.86	93,875.98	481,909.75
05/1/2026	98,539.84	3,903.47	94,636.37	387,273.38
08/1/2026	98,539.84	3,136.91	95,402.93	291,870.45
11/1/2026	98,539.84	2,364.15	96,175.69	195,694.76
02/1/2027	98,539.84	1,585.13	96,954.71	98,740.05
05/1/2027	<u>99,539.84</u>	<u>799.79</u>	<u>98,740.05</u>	0.00
Totals	<u>\$1,971,796.80</u>	<u>\$156,796.80</u>	<u>\$1,815,000.00</u>	

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement, as amended by paragraph 7 of this Schedule.

GILMORE & BELL, P.C.
DRAFT-MARCH 29, 2022

ESCROW AGREEMENT

This Escrow Agreement (the “Escrow Agreement”), dated as of May 10, 2022, and entered into among **THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS**, a Missouri banking corporation (together with its successors and assigns, “Lessor”), **CITY OF SPRINGFIELD, MISSOURI**, a home rule charter city and political subdivision existing under the laws of Missouri (“Lessee”), and **THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS**, a Missouri banking association, in its capacity as escrow agent (together with its successors and assigns, “Escrow Agent”).

Name of Acquisition Fund: “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 4”

Amount of Deposit into the Acquisition Fund: \$1,815,000

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Schedule of Equipment No. 4 dated as of May 10, 2022 (the “Schedule”) to that Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the “Agreement,” and together with the Schedule, the “Lease”), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent will not be deemed to be a party to the Lease, and this Escrow Agreement will be deemed to constitute the entire agreement among Lessor, Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special fund designated as set forth above (the “Acquisition Fund”) to be held and administered by Escrow Agent for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor will deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder will be invested and reinvested by Escrow Agent upon written order of an Authorized Lessee Representative as set forth on **Exhibit C** attached hereto, and in accordance with the Federal Tax Certificate executed by Lessee as of the date hereof, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. “Qualified Investments” means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated “Aaa” by Moody’s Investors Service or “AAAm-G” by Standard & Poor’s Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund will be used by Lessee to pay for the cost of acquisition of the Equipment listed in the Lease and, if requested by Lessee, to pay certain costs of entering into the Lease. Such payment will be made from the Acquisition Fund upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit A**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor to be paid, or in the event that certain costs of entering into the Lease are described in the Payment Request and Acceptance Certificate, an invoice specifying the amount of such costs. In making any disbursement pursuant to this **Section 7**, Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by Lessor will constitute unto Escrow Agent an irrevocable determination by Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by Lessee and approved by Lessor, or (b) the presentation of written notification to Escrow Agent by Lessor, or, if Lessor has assigned its interest under the Lease, then the assignees or subassignees of all of Lessor’s interest under the Lease or an agent on their behalf, that the Lease has been terminated pursuant to **Section 3.03 (a)** or **(c)** of the Agreement. Upon termination as described in clause (a) of this paragraph, Lessor may direct Escrow Agent to disburse any amount remaining in the Acquisition Fund will be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund will immediately be paid to Lessor or to any assignees or subassignees of Lessor’s interest in this Lease as directed in writing.

9. Escrow Agent may at any time resign by giving at least 30 days’ written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent.

The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee upon at least 30 days' written notice to Escrow Agent. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$-0-, to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, Escrow Agent will be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Escrow Agent pursuant to this Escrow Agreement. Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Acquisition Fund for the payment of fees and expenses for services rendered by Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or Escrow Agent are in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on the signature page of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

17. Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Escrow Agent in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

18. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which Escrow Agent is located.

19. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

20. This Escrow Agreement may not be amended or assigned except by a written instrument executed by Lessor, Lessee and Escrow Agent.

21. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

22. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature page follows.]

23. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to Escrow Agent such information as it may request, from time to time, in order for Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date set forth above.

**THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
LESSOR**

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

**CITY OF SPRINGFIELD, MISSOURI
LESSEE**

By: _____
Title: City Manager
Address: 840 Boonville Avenue
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

**THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
ESCROW AGENT**

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: The Central Trust Bank, DBA Central Bank of the Ozarks
1800 S. Glenstone Avenue
Springfield, MO 65804

Re: City of Springfield, Missouri Acquisition Fund established by the Escrow Agreement, dated as of May 10, 2022 (the "Escrow Agreement"), among The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor ("Lessor"), City of Springfield, Missouri, as lessee ("Lessee"), and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the above-referenced Acquisition Fund to the person or corporation designated below as Payee, the amount set forth below in payment of a portion or all of the cost of the acquisition of the equipment or costs incurred in entering into the Lease described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or costs incurred in entering into the Lease described below and has not formed the basis of any prior request for payment.

The equipment or costs described below are (a) part or all of the "Equipment" that is listed in Equipment Schedule No. 4 dated as of May 10, 2022 (the "Schedule"), to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement," and together with the Schedule, the "Lease"), described in the Escrow Agreement or (b) costs incurred in entering into the Lease.

<u>Quantity</u>	<u>Serial Number</u>	<u>Item</u>	<u>Amount</u>
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Payee: _____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.

- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Master Agreement.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Dated: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

APPROVED FOR PAYMENT:

THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
LESSOR

By: _____
Title: _____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____, 20 ____.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

AUTHORIZED LESSEE REPRESENTATIVES

Each of the following person(s) is an **Authorized Lessee Representative** for Lessee authorized to execute documents and direct the Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessee's behalf (only one signature required):

Name	Telephone Number
------	------------------

GILMORE & BELL, P.C.
DRAFT-MARCH 29, 2022

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “**Tax Certificate**”), is executed as of May 10, 2022, by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with Schedule of Equipment No. 4 dated as of May 10, 2022 to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019, in the principal amount of \$1,815,000 (collectively, the “**Lease**”), entered into by and between the City, as lessee, and Central Bank of the Ozarks, a Missouri banking corporation, as lessor (the “**Lessor**”).

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “**Regulations**”), impose certain limitations on the uses and investment of the proceeds of the Lease and of certain other money relating to the Lease, and set forth the conditions under which the interest component of rent payable under the Lease will be excluded from gross income for federal income tax purposes.

3. The City is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of the proceeds of the Lease and the property financed with those proceeds and the investment of the proceeds of the Lease and of certain other related money, in order to establish and maintain the exclusion of the interest component of rent payable under the Lease from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The City adopted a Tax-Exempt Financing Compliance Procedure on May 7, 2012 (the “**Tax Compliance Procedure**”) for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is being entered into as required by the Tax Compliance Procedure for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the City represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Acquisition Fund” means the “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 4” established pursuant to the Escrow Agreement dated as of May 10, 2022, among the City, the Lessor and Central Bank of the Ozarks, in its capacity as escrow agent.

“Annual Compliance Checklist” means a checklist for the Equipment designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Closing Date substantially in the form attached as **Exhibit D**.

“City” means the City of Springfield, Missouri.

“Closing Date” means May 10, 2022.

“Compliance Officer” means the City’s Director of Finance or, if the position of Director of Finance is vacant, the person filling the responsibilities of the Director of Finance for the City.

“Equipment” means a fire truck and wheel loader for use at the Springfield-Branson National Airport to be acquired by the City with proceeds of the Lease, as further described on **Exhibit C** to this Tax Certificate.

“Gross Proceeds” means the gross proceeds of the Lease, which include (a) sale proceeds (any amounts actually or constructively received by the City from the execution and delivery of the Lease, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Lease, and (d) any amounts held in a pledged fund or reserve fund for the Lease. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the Acquisition Fund.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the Internal Revenue Service.

“Lease” means Schedule of Equipment No. 4, dated as of the date of this Tax Certificate, between the City, as lessee, and the Lessor, as lessor, in the principal amount of \$1,815,000 (which Schedule of Equipment No. 4 incorporates the terms and provisions of the Master Lease), the proceeds of which will be used to acquire the Equipment and pay certain costs of issuance in connection with the Lease.

“Lessor” means Central Bank of the Ozarks, a Missouri banking corporation.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of the Equipment, such as a contract to manage the Equipment or a portion thereof. However, contracts for services that are solely incidental to the primary governmental function of the Equipment (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management Agreements.

“Master Lease” means the Master Equipment Lease Purchase Agreement dated as of October 25, 2019, including the exhibits thereto, entered into between the Lessor, as lessor, and the City, as lessee, as amended from time to time.

“Measurement Period” means, with respect to the Equipment, the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service, and ending on the earlier of (A) the final maturity date of the Lease or (B) the end of the expected economic useful life of the property.

“Non-Qualified Use” generally means any use of the Equipment in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Equipment by any other member of the general public. Generally, ownership, a lease, or any other use that provides a Non-Qualified User a special legal right or entitlement to use the Equipment will constitute Non-Qualified Use.

“Non-Qualified User” means any person or entity other than the City.

“Opinion of Special Tax Counsel” means the written opinion of Special Tax Counsel addressed to the City to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest component of rent on the Lease from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest component of rent on the Lease from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of Gross Proceeds, the use of the Equipment and the investment of Gross Proceeds after the Closing Date.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who use the Equipment on a short-term basis in the ordinary course of the City’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Equipment under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Equipment was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 50 days in length pursuant to a negotiated arm’s-length

arrangement at fair market value so long as the Equipment was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Regulations” means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

“Special Tax Counsel” means Gilmore & Bell, P.C.

“State” means the State of Missouri.

“Tax Compliance File” means documents and records for the Lease maintained by the Compliance Officer pursuant to this Tax Certificate and the Tax Compliance Procedure.

“Tax Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Procedure, dated May 7, 2012.

“Yield” means the yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Purpose of Lease. On the Closing Date, the Lessor will disburse all proceeds of the Lease in the aggregate principal amount of \$1,815,000 for deposit into the Acquisition Fund. Of this amount, \$1,800,000 will be used to acquire the Equipment, and \$15,000 will be used to pay costs of executing and delivering the Lease.

Section 3. Accounting for Gross Proceeds. The City will account for the sale proceeds of the Lease as follows: All sale proceeds will be used to acquire the Equipment and pay related costs of executing and delivering the Lease as described in **Section 2** of this Tax Certificate. If proceeds are used differently than as shown in **Section 2** of this Tax Certificate, not later than 18 months after (1) the purchase of the Equipment, or (2) the date the Equipment is placed in service, the City will prepare a final written allocation as required by the Tax Compliance Procedure, a sample form of which is attached hereto as **Exhibit E**.

Section 4. Project Completion. The City has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Lease on the Equipment. The acquisition of the Equipment and the allocation of the proceeds of the Lease to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease will be allocated to expenditures for the Equipment within 3 years after the Closing Date.

Section 5. Funds or Accounts. The following fund has been established for the Lease:

- Acquisition Fund.

No other funds or accounts have been established to hold sale proceeds of the Lease, and no other funds or accounts of the City have been or will be established that will contain other money that will be used to make, or secure, rental payments under the Lease.

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certificate – Issue Price.* The Lessor has represented in the Lessor Certificate, dated as of the Closing Date and included in the Transcript at Tab 8, that on the date hereof it has purchased the Lease for the aggregate principal amount of \$1,815,000, without accrued interest, and that it intends to hold the Lease for its own account as an investment with no present intent to sell, assign or transfer the Lease. Based on the certifications of the Lessor in the Lessor Certificate, the City elects to establish the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) and, accordingly, the issue price will be the price paid by the Lessor (\$1,815,000).

(b) *Lease Yield.* Based on the issue price, Special Tax Counsel has determined that the Yield on the Lease is 3.2532%. The amortization schedule and calculation of the Yield on the Lease is attached to this Tax Certificate as **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the Lease.

(c) *Rebate and Yield Restriction Requirement.* All sale proceeds of the Lease and any amounts received from investing the sale proceeds of the Lease are expected to be allocated to expenditures for the Equipment within 6 months of the Closing Date. Prior to the expenditure of these amounts, the City expects to invest the sale proceeds in a money market account at a Yield that is less than the Yield on the Lease. The City has not created or established, and does not expect to create or establish, any sinking fund, reserve fund, pledge fund, or other similar fund (1) that is reasonably expected to be used to pay the rental payments, or (2) that may be used solely to prevent a default in the payment of the rental payments if the City encounters financial difficulty. If these amounts are invested and allocated to expenditures as set forth in this paragraph, and if the City does not establish any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease, then no rebate or Yield reduction computations will be necessary for the Lease. If these amounts are not invested and spent as set forth in this paragraph, the City will engage Special Tax Counsel, an independent certified public accountant, or a rebate analyst to compute arbitrage rebate on the Lease and to pay rebate to the United States at least once every five years, and within 60 days after the final maturity of the Lease in accordance with Code § 148(f).

Section 7. Use of Equipment.

(a) *General.* The Equipment will be owned by the City throughout the Measurement Period. No portion of the Equipment is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the City obtains an Opinion of Special Tax Counsel, the City will not enter into any agreement other than a Qualified Use Agreement with respect to the Equipment.

(b) *Agreements.* As of the Closing Date, the City does not have any agreements with Non-Qualified Users that relate to the use or operation of the Equipment. During the Measurement Period, the City will not enter into or renew any agreement with any Non-Qualified User with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(c) *Leases.* As of the Closing Date, the City has not entered into any leases (or subleases) with Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment. During the Measurement Period, the City will not enter into or renew any leases with any Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for

monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(e) *Compliance Officer.* The City, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklists.* Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Equipment. The Compliance Officer will prepare and work with appropriate officials of the City to complete an Annual Compliance Checklist for the Equipment at least annually. In the event an Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Record Keeping. The Compliance Officer will maintain the Tax Compliance File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Certificate, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease or (ii) any obligation issued to refund the Lease. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

Section 9. Miscellaneous

(a) *Reimbursement of Expenditures; Official Intent.* On May 2, 2022, the governing body of the City adopted an ordinance declaring the intent of the City to finance the Equipment with proceeds of a tax-exempt obligation and to reimburse the City for expenditures made for the Equipment prior to the issuance of the tax-exempt obligation. A copy of the ordinance is attached to this Tax Certificate as **Exhibit F**. Any reimbursement allocation made by the City will comply with Regulations § 1.150-2. \$ _____ of proceeds of the Lease will be disbursed to reimburse the City for expenditures made in connection with the acquisition of the Equipment prior to the Closing Date.

(b) *Form 8038-G.* A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Certificate as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and covenants by the City contained in this Tax Certificate or otherwise made by the City. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned and the undersigned is authorized to sign the Form 8038-G on behalf of the City and deliver it to Special Tax Counsel for filing with the IRS.

(c) *Single Issue; No Other Issues.* The Lease constitutes a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Lease, (2) are being sold under the same plan of financing as the Lease, and (3) are expected to be paid from substantially the same source of funds as the Lease (disregarding guarantees from unrelated parties, such as bond insurance).

(d) *Bank Qualification.* The Lease is not designated as a “qualified tax-exempt obligation” under Code § 265(b)(3).

(e) *No Federal Guaranty.* The payment of rent on the Lease is not, and the City will not permit the payment of rent on the Lease to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(f) *Registration Requirement; Record Owner.* The City will maintain or cause to be maintained a record of the owner(s) of the Lease and the person/entity entitled to the receipt of the interest components of rent payments on the Lease. Transfer of ownership of the Lease is effective only if entered in these records. The Lease will be held in registered form within the meaning of Code § 149(a).

(g) *Reliance.* The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., as Special Tax Counsel, in rendering its opinion as to the validity of the Lease and the exclusion from federal gross income of the interest component of rent payments payable by the City under the Lease.

(h) *Enforceability.* If any provision in this Tax Certificate or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(i) *Electronic Transactions.* The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Certificate, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the City.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

LEASE AMORTIZATION SCHEDULE, CALCULATION OF WEIGHTED AVERAGE MATURITY AND CALCULATION OF YIELD ON THE LEASE

Schedule of Lease Payments							
	Amort.						
Payment	Pmt.	Interest	Payments			Principal	Bond
Date	No.	Rate	Interest	Principal	Total	Balance	Years
5/10/2022							
5/10/2022	-					\$ 1,815,000.00	-
8/1/2022	1	3.240%	13,231.35	85,308.49	98,539.84	1,729,691.51	19.194
11/1/2022	2	3.240%	14,010.50	84,529.34	98,539.84	1,645,162.17	40.151
2/1/2023	3	3.240%	13,325.81	85,214.03	98,539.84	1,559,948.14	61.780
5/1/2023	4	3.240%	12,635.58	85,904.26	98,539.84	1,474,043.88	83.757
8/1/2023	5	3.240%	11,939.76	86,600.08	98,539.84	1,387,443.80	106.085
11/1/2023	6	3.240%	11,238.29	87,301.55	98,539.84	1,300,142.25	128.770
2/1/2024	7	3.240%	10,531.15	88,008.69	98,539.84	1,212,133.56	151.815
5/1/2024	8	3.240%	9,818.28	88,721.56	98,539.84	1,123,412.00	175.225
8/1/2024	9	3.240%	9,099.64	89,440.20	98,539.84	1,033,971.80	199.004
11/1/2024	10	3.240%	8,375.17	90,164.67	98,539.84	943,807.13	223.158
2/1/2025	11	3.240%	7,644.84	90,895.00	98,539.84	852,912.13	247.689
5/1/2025	12	3.240%	6,908.59	91,631.25	98,539.84	761,280.88	272.603
8/1/2025	13	3.240%	6,166.38	92,373.46	98,539.84	668,907.42	297.904
11/1/2025	14	3.240%	5,418.15	93,121.69	98,539.84	575,785.73	323.598
2/1/2026	15	3.240%	4,663.86	93,875.98	98,539.84	481,909.75	349.688
5/1/2026	16	3.240%	3,903.47	94,636.37	98,539.84	387,273.38	376.180
8/1/2026	17	3.240%	3,136.91	95,402.93	98,539.84	291,870.45	403.077
11/1/2026	18	3.240%	2,364.15	96,175.69	98,539.84	195,694.76	430.386
2/1/2027	19	3.240%	1,585.13	96,954.71	98,539.84	98,740.05	458.111
5/1/2027	20	3.240%	799.79	98,740.05	99,539.84	-	491.232
Total			156,796.80	1,815,000.00	1,971,796.80		4,839.408
Lease Statistics							
Principal amount			\$	1,815,000.00	Day-Count Method		30/360
Interest rate				3.240%	Computed Payment Amount		\$98,665.38
Dated date				5/10/2022	Actual Payment Amount		\$98,539.84
Issue date				5/10/2022	Days of accrued interest		-
First interest payment				8/1/2022	Accrued interest		\$0.00
First principal payment				8/1/2022	Bond years		4,839.408
Last payment				5/1/2027			
No. of principal payments per year				4	Weighted avg. maturity (years)		2.6663
Total no. of principal payments				20	Lease yield		3.253239%
Denomination			0.01		Net interest cost		3.240000%

Proof of Arbitrage Yield				
	Days		Pres. Val.	Present
Payment	After	Lease	Factor	Value to
Date	Closing	Payments	3.25324%	5/10/2022
5/10/2022				
5/10/2022	-	-	1.0000000	-
8/1/2022	81	98,539.84	0.9927654	97,826.94
11/1/2022	171	98,539.84	0.9847883	97,040.88
2/1/2023	261	98,539.84	0.9768754	96,261.14
5/1/2023	351	98,539.84	0.9690260	95,487.66
8/1/2023	441	98,539.84	0.9612396	94,720.40
11/1/2023	531	98,539.84	0.9535159	93,959.30
2/1/2024	621	98,539.84	0.9458542	93,204.32
5/1/2024	711	98,539.84	0.9382541	92,455.41
8/1/2024	801	98,539.84	0.9307150	91,712.51
11/1/2024	891	98,539.84	0.9232365	90,975.58
2/1/2025	981	98,539.84	0.9158181	90,244.57
5/1/2025	1,071	98,539.84	0.9084593	89,519.44
8/1/2025	1,161	98,539.84	0.9011597	88,800.13
11/1/2025	1,251	98,539.84	0.8939187	88,086.60
2/1/2026	1,341	98,539.84	0.8867359	87,378.81
5/1/2026	1,431	98,539.84	0.8796108	86,676.70
8/1/2026	1,521	98,539.84	0.8725429	85,980.24
11/1/2026	1,611	98,539.84	0.8655319	85,289.37
2/1/2027	1,701	98,539.84	0.8585771	84,604.05
5/1/2027	1,791	99,539.84	0.8516783	84,775.92
Total		1,971,796.80		1,815,000.00
Yield Target Amount:				
Principal			1,815,000.00	
Original issue premium/discount			-	
Sale proceeds			1,815,000.00	
Accrued interest			-	
Total				1,815,000.00
Difference				(0.00)
Lease yield				3.2532390%

EXHIBIT B

IRS FORM 8038-G

[Post Closing Item – to be prepared and filed by Gilmore & Bell.]

EXHIBIT C

DESCRIPTION OF THE EQUIPMENT

[To be prepared by Gilmore & Bell.]

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation (“Schedule No. 4”) financing the Equipment:	This Annual Compliance Checklist is designed to cover Schedule of Equipment No. 4 dated May 10, 2022 (“Schedule No. 4”) to Master Equipment Lease Purchase Agreement dated as of October 25, 2019, each between Central Bank of the Ozarks, as lessor, and the City of Springfield, Missouri, as lessee.
Placed in service date of the Equipment:	
Name of Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	For federal income tax purposes, was all of the Equipment owned by the City for federal tax purposes during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Special Tax Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	
2 Leases & Other Rights to Possession	During the Annual Period, was any of the Equipment subleased to or used by individuals or entities other than the City or employees of the City at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of any portion of the Equipment (e.g., has the City hired any organization to operate or manage the facilities in which the Equipment is being used) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

\$1,815,000

**SCHEDULE OF EQUIPMENT NO. 4 DATED MAY 10, 2022 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF OCTOBER 25, 2019,
BETWEEN
CENTRAL BANK OF THE OZARKS, AS LESSOR
AND
CITY OF SPRINGFIELD, MISSOURI, AS LESSEE**

The undersigned is the Compliance Officer of the City of Springfield, Missouri (the “City”), and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the tax-exempt obligation referenced above (collectively, the “Lease”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Lease proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Lease.

Background. The Lease was executed and delivered on May 10, 2022 (the “Closing Date”), by the City. The Lease was executed and delivered in order to provide funds needed to acquire a fire truck and wheel loader for use at the Springfield-Branson National Airport (the “Equipment”) and to pay certain costs of issuance. Proceeds of the Lease were disbursed on the Closing Date for deposit in the Acquisition Fund established under Escrow Agreement dated as of May 10, 2022, among the City, Central Bank of the Ozarks, as lessor, and Central Bank of the Ozarks, in its capacity as escrow agent.

Sources Used to Fund Equipment Costs and Allocation of Proceeds to Equipment Costs. A portion of the costs of acquiring the Equipment was paid from sale proceeds of the Lease and the remaining portion of the costs of the Equipment was paid from earnings from the investment of Lease proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Equipment financed from Lease proceeds (i.e., the “Description of Equipment” listed in **Exhibit C** to the City’s Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Lease to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from proceeds of the Lease and retained as purchaser’s discount are allocated to that purpose and spent on the Closing Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Lease.

Placed In Service. The Equipment was “placed in service” on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

[Attach Spreadsheet after acquisition of the Equipment is completed.]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED ASSETS
AND
DETAILED LISTING OF EXPENDITURES**

[Attach Spreadsheet after acquisition of the Equipment is completed.]

EXHIBIT F

DECLARATION OF INTENT

[See Document 5 (City's Ordinance) in the Transcript of Documents.]

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
060

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51100	01	40020	408070	000000	00000	\$ 1,815,000	Loan Proceeds - Capital Lease
Net Revenue Adjustment						\$ 1,815,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51100	01	40020	508170	000000	00000	\$ 1,800,000	Purchase of Airport Fire Truck and Wheel Loader
51100	01	40020	509350	000000	00000	15,000	Cost of Issuance
Net Expenditure Adjustment						\$ 1,815,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY22 budget by appropriating lease proceeds for the purchase of equipment for Airport operating needs.

Requested By:

Brian C. Welch 4-11-2022
Department Head Date

Approved By:

D. J. Holt 4-11-2022
Director of Finance Date
Jason C. Page 4-11-2022
City Manager Date

Authorization:

Council Bill No. 2022-087
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 04-12-22

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 088

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 36, 'Land Development Code of the City of Springfield,' Article XIX, 'Energy Conservation Code,' by updating from the 2012 to the 2018 version of the International Energy Conservation Code, as modified herein.

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

Section 1 – Springfield City Code, Chapter 36, Article XIX, 'Energy Conservation Code,' is hereby repealed in its entirety and replaced with the following:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

ARTICLE XIX. – 2018 INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 36-1901. – Adoption of the "2018 International Energy Conservation Code."

City Council hereby adopts the "2018 International Energy Conservation Code" as published by the International Code Council, except such portions thereof as are hereinafter deleted, modified, or amended. This code shall be designated as Article XIX, International Energy Conservation Code, of Chapter 36 of the Springfield City Code, known as the Land Development Code. One (1) copy of said Code is on file in the office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri.

Sec. 36-1902. – Deletions, modifications, amendments, and additions.

The "2018 International Energy Conservation Code," as adopted, is hereby amended as follows:

- (a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

- (b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.
- (c) All adopted chapters and appendices of the IECC shall be amended, from time to time, in accordance with all errata identified and published by the International Code Council after the date of the IECC's first printing.

Section C402 Building Envelope Requirements

C402.1.1 Low Energy Buildings

The following low energy buildings, or portions thereof, separated from the remainder of the building by *building-thermal-envelope* assemblies complying with this section, shall be exempt from the *building-thermal-envelope* provisions of section C402.

1. Those with a peak design rate of energy usage, less than 3.4 15 Btu/h*ft² (~~40.7~~ 47.3 W/m²).

4. Storage Groups 'S-1/S-2'

5. Utility and Miscellaneous Group 'U'

6. Factory Group 'F-1/F-2'

Section C403 Building Mechanical Systems

C403.7.7 Shutoff damper controls.

Exceptions:

Gravity dampers shall be permitted for building of any height located in Climate Zones 1, 2, ~~or 3,~~ and 4.

C405 Electrical Power and Lighting Systems

C405.2 Lighting Controls (Non-Mandatory)

C405.4 Exterior lighting power Requirements (Non-Mandatory)

C408 MAINTENANCE INFORMATION AND SYSTEM COMMISSIONING ~~System~~ Commissioning (Non-Mandatory)

C503.1 Exceptions:

7. Renovations to existing buildings where it is technically infeasible to conform to the IECC, as approved by the Building Official.

86 "IECC—RESIDENTIAL PROVISIONS," pp. R-1 through R-59 are deleted in
87 their entirety.

88
89 Sec. 36-1903. – Penalty clause.

90
91 Any person who: violates this article; fails to comply with any order issued pursuant
92 to any section thereof; or, erects, constructs, alters, or repairs a building, structure,
93 or system in violation of an approved plan or directive of the code official or of a
94 permit or certificate issued under the provisions of these codes, shall be guilty of a
95 violation of a municipal ordinance and upon conviction thereof shall be punished as
96 provided in section 1-7 of the City Code. Any fine imposed shall not be less than
97 \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every
98 offense thereafter. Each day that a violation continues, after a service of notice as
99 provided for in these codes, shall be deemed a separate offense. Notice as set forth
100 in section 36-166 shall not be required to prosecute a person for a violation of any
101 provision of this article or these codes, except such notice shall be required to
102 prosecute a person for failure to comply with an order.

103
104 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
105 affect any suit or proceeding now pending in any court, any rights acquired, any liability
106 incurred, or any cause or causes of action accrued or existing, under any act or
107 ordinance repealed hereby, nor shall any right or remedy of any character be lost,
108 impaired, or affected by this Ordinance.

109
110 Section 3 – Severability Clause. If any section, subsection, sentence, clause,
111 or phrase of this Ordinance is for any reason held to be invalid, such decision shall not
112 affect the validity of the remaining portions of this Ordinance. Council hereby declares
113 that it would have adopted the ordinance and each section, subsection, sentence,
114 clause, or phrase thereof, irrespective of the fact that any one or more sections,
115 subsections, sentences, clauses, or phrases be declared invalid.

116
117 Section 4 – This Ordinance shall be in full force and effect on January 1, 2023.

118
119 Passed at meeting: _____

120
121 _____
122 Mayor

123
124 Attest: _____, City Clerk

125
126 Filed as Ordinance: _____

127
128 Approved as to form: Duke M. Donald, Assistant City Attorney

129
130
131 Approved for Council action: Jason A. Hays, City Manager
132

EXPLANATION TO COUNCIL BILL 2022-088

FILED: 04-12-22

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: To amend Chapter 36 of the Springfield City Code, known as the 'Land Development Code' Article XIX, International Energy Conservation Code, by replacing the 2012 International Energy Conservation Code with the 2018 International Energy Conservation Code, amending the 2018 code, and enacting new subsections for it.

BACKGROUND AND REMARKS: On November 18, 2019, the City Council approved Ordinance 6563, which adopted the 2012 International Energy Conservation Code ("IECC"), with certain amendments, as Article XIX of Chapter 36 (i.e., "Land Development Code") of the Springfield City Code. This Ordinance also declared the intent of the City Council to adopt either the 2018 or 2021 IECC, to take effect on January 1, 2023, upon soliciting input from stakeholders and reporting to the City Council by June 30, 2022.

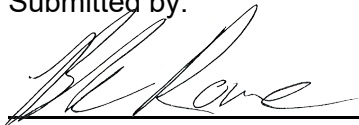
The current energy conservation code is the 2012 edition, with some modifications. By adopting the 2018 edition of the International Energy Conservation Code all construction codes will be of the same editions making cross references between codes consistent. Being on the same edition of construction codes allows developers, designers, and owners provisions that will benefit citizens and the development community due to cross references between adopted codes. Having all codes on the same edition would be in the best interest of the community by having all codes on the same review cycle.

During several meetings with the development community the proposed modification would not hinder development in the City of Springfield but adopting the 2018 edition with these modifications would improve the energy efficiency of all commercial buildings. The proposed modifications deal with buildings that have a low occupancy load and therefore a low energy consumption. By adopting the 2018 edition of the International Energy Conservation Code the develop and designer teams will have a better tool to make commercial buildings in Springfield more efficient.

The residential provisions of the 2018 International Energy Conservation Code are identical to Chapter 11 of the 2018 International Residential Code. Removing these provisions will reduce confusion between the two codes. The residential code is used by one- and two-family dwellings only and the removal of these provisions would bring all requirements into the same book creating a smoother design and enforcement of codes.

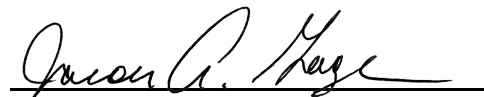
The proposed amendments were discussed in meetings with members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, the local chapter of the American Institute of Architects, the Sierra Club, and the Development Issues Input Group. The City has considered their input and made modifications to the ordinances and has no objection to the proposed amendments.

Submitted by:



Brock Rowe, Interim Director of
Building Development Services

Approved By:



Jason Gage,
City Manager

One-rdg. X
P. Hrngs.
Pgs. 2
Filed: 04-26-22

Sponsored by: Lear

COUNCIL BILL 2022-090 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for a grant from the
2 Community Foundation of the Ozarks in the amount of up to \$60,000 to
3 be utilized to perform approved grant activities.
4 _____
5

6 WHEREAS, Special Ordinance 27656, approved by City Council on February 22, 2022,
7 previously authorized the City Manager to accept and implement a \$30,000 grant from the
8 Community Foundation of the Ozarks ("CFO") to provide funding toward the Let's Get to Work
9 Project; and
10

11 WHEREAS, the City of Springfield, through the Department of Workforce Development,
12 has the opportunity to apply for additional grant funds from CFO to provide funding toward the
13 Let's Get to Work Project; and
14

15 WHEREAS, if received, the additional funding from CFO will be used to continue offering
16 services to support workers and job seekers who face transportation barriers that affect their
17 ability to get hired or maintain current jobs through the Let's Get to Work Project.
18

19 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:
21

22 Section 1 – The Department of Workforce Development is hereby authorized to apply for
23 grant funds from the Community Foundation of the Ozarks in the amount of up to \$60,000 to be
24 utilized to perform approved grant activities.
25

26 Section 2 – This Resolution shall be effective immediately upon adoption.
27

28 Passed at meeting: _____
29

30 _____
31 Mayor
32

33 Attest: _____, City Clerk
34

35 Filed as Resolution: _____
36

37
38 Approved as to form: Mary B. Bozart, Assistant City Attorney
39

40
41 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022-090

FILED: 04-26-22

ORIGINATING DEPARTMENT: Workforce Development

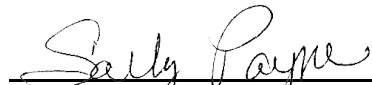
PURPOSE: Authorizing the City Manager, or his designee, to apply for a grant from the Community Foundation of the Ozarks ("CFO") in the amount of \$60,000.

BACKGROUND INFORMATION: Special Ordinance 27656, approved by City Council on February 22, 2022, authorized the City Manager to accept and implement grants from CFO to provide funding toward the Let's Get to Work Project. The project has seen great success and initial grant funding has been expended.

The City has the opportunity, through the Department of Workforce Development, to apply for additional grant funding in the amount of \$60,000 from CFO.

The additional funding from CFO will be used to continue offering services to support workers and job seekers who face transportation barriers that affect their ability to get hired or maintain current jobs through the Let's Get to Work Project.

Recommended by:



Sally Payne, Director of
Workforce Development

Approved by:



Jason Gage,
City Manager

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 04-26-22

Sponsored by: Ollis

COUNCIL BILL 2022-091 RESOLUTION

A RESOLUTION

1 DECLARING the official intent of the City of Springfield to support the Southwest
2 District of the Missouri Department of Transportation in its application
3 for a 2022 Infrastructure for Rebuilding America grant to widen
4 Interstate 44 to six lanes through the City; and pledging \$2,000,000 in
5 matching funds upon award of said grant.
6
7

8 WHEREAS, Interstate 44 ("I-44") is a major east-west corridor that begins in
9 Texas, traverses through Oklahoma, and terminates on the eastern border of Missouri;
10 and
11

12 WHEREAS, Infrastructure for Rebuilding America ("INFRA") grant funding will
13 make significant safety and traffic capacity improvements on I-44 as it travels through
14 the City; and
15

16 WHEREAS, I-44 is important to the economic vitality of the City and region; and
17

18 WHEREAS, the Springfield-Branson National Airport is accessed directly from I-
19 44 and is a major supply chain facility for industry and retail within the City; and
20

21 WHEREAS, I-44 is vital for City tourism, bringing visitors to attractions and
22 events within the City as well as hotels, motels, and dining venues; and
23

24 WHEREAS, in addition to the safety, traffic capacity and economic vitality
25 improvements, this project would create an opportunity for the construction of a new
26 pedestrian walkway under I-44 to provide a trail connection between Doling Park and
27 Fulbright Spring Park.
28

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

32 Section 1 – City Council hereby declares its support the Southwest District of the
33 Missouri Department of Transportation ("MODOT") in its application for a 2022 INFRA
34 grant to widen I-44 to six lanes through the City of Springfield and pledges \$2,000,000
35 in matching funds if said grant is awarded.

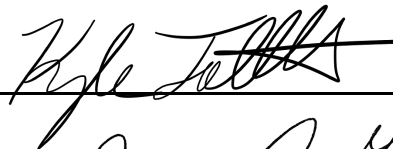
Section 2 – This Resolution shall be effective immediately upon adoption.

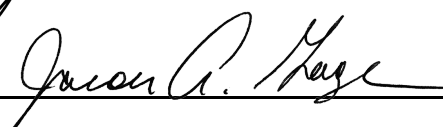
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: , City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022- 091

FILED: 04-26-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Declaring the official intent of the City of Springfield to support the Southwest District of the Missouri Department of Transportation, in its application for a 2022 Infrastructure for Rebuilding America Grant to widen Interstate-44 to six lanes through the City, and to pledge \$2,000,000 in match support upon award of said grant.

BACKGROUND INFORMATION: I-44 is a major east-west corridor that begins in Texas, traverses through Oklahoma, and terminates on the eastern border of Missouri at St. Louis. Infrastructure for Rebuilding America ("INFRA") grant funding will make significant safety and capacity improvements on I-44 as it travels through the City. I-44 is important to the economic vitality of the City and region. The Springfield-Branson National Airport is accessed directly from I-44 and is a major supply chain facility for companies such as FedEx and Bass Pro Shops. Additionally, both Partnership Industrial Parks, East and West, are accessed directly from I-44. It is also vital for City tourism, bringing visitors to attractions such as Bass Pro Shops Outdoor World and the Wonders of Wildlife National Museum.

In addition to the safety, capacity, and economic vitality improvements this project would bring, it would also create an opportunity to improve three existing pedestrian connections under I-44 (Broadway, Grant, and National Avenues), as well as the construction of a new pedestrian walkway under I-44 which will provide a trail connection between Doling Park and Fulbright Spring Park. The City's match would go toward the cost of the box culvert which will serve as this new trail connection.

If the Southwest District of the Missouri Department of Transportation ("MoDOT") is awarded the INFRA Grant, the City's \$2 million match would come from Federal Surface Transportation Block Grant ("STBG") funds (\$1.6 million) which would be budgeted in a future Council bill and the 1/8-Cent Transportation Sales Tax (\$400,000).

Supports the following City Council Priorities:

- Public Safety
- Quality of Place
- Fiscal Sustainability

REMARKS: Public Works recommends approval of this Council bill.

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. X
P. Hrngs.
Pgs. 10
Filed: 04-26-22

Sponsored by: City Council

COUNCIL BILL 2022-092 RESOLUTION

A RESOLUTION

ADOPTING the "2022 City of Springfield City Council Priorities".

WHEREAS, City Council recognizes the need to establish organizational priorities to provide general guidance for the application of municipal time and resources; and

WHEREAS, at City Council lunch meeting on April 19, 2022, City Council identified several important priority items and related objectives they believe will support the future betterment of the community; and

WHEREAS, adoption of the City Council priorities and objectives will empower City officials and staff as they work on the City's behalf.

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

Section 1 – City Council hereby adopts "Exhibit A," a copy of which is attached hereto and incorporated herein by reference, as its "2022 City of Springfield City Council Priorities."

Section 2 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting:

Mayor

Attest: , City Clerk

Filed as Resolution:

Approved as to form: Rhonda Lewsader , City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-092

FILED: 04-26-22

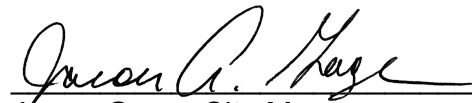
ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To adopt the City of Springfield's City Council Priorities.

BACKGROUND INFORMATION: This Resolution adopts the City of Springfield's City Council Priorities. These priorities, once adopted, will be a guide for City's elected officials and staff in their work 2022 and beyond, subject to further review and amendments.

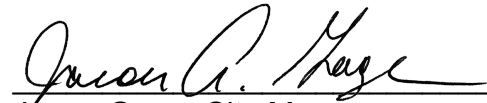
On April 19, 2022, City Council reviewed and provided guidance for amendments to the proposed City Council Priorities at a City Council Lunch. The final version of the City Council Priorities is attached as "Exhibit A." Also provided is a markup version ("Exhibit B") so Council can see specific verbiage changes made. This exhibit is for informational purposes only.

Submitted by:



Jason Gage, City Manager

Approved by:



Jason Gage, City Manager

Exhibit A

2022 City of Springfield City Council Priorities

PRIORITY: QUALITY OF PLACE

Those features of physical environment and qualities of life that make a location a desirable, competitive and economically vibrant place to live.

Objectives

- Formally emphasize an organizational and community culture of service, diversity, equity and inclusion by recognizing the inherent dignity, value and worth of each individual and through the application of the 5 Pillars of Change as recommended by the Mayor's Initiative on Equity and Equality
- Create an image campaign that communicates to and empowers citizens to get engaged with Quality of Place efforts
- Invest in projects that improve livability for Springfieldians; including the beautification of City property, roadways and entryways
- Revitalize Springfield's neighborhoods
- Invest in quality multi-modal transportation infrastructure
- Attract and retain Springfield's talent
- Incorporate, as appropriate, work of business community visioning group related to quality of place into the City's comprehensive planning process
- Proactively promote activities that instill community pride
- Foster activities that promote a clean, safe and friendly neighborhood
- Apply significantly stricter enforcement approach to major and minor criminal violations, traffic violations, noise violations and nuisance law violations, utilizing measurable outcomes (e.g., metrics) and specific benchmarks.

PRIORITY: GOVERNANCE and LEGISLATIVE ENGAGEMENT

The deliberate formation of a positive relationship with local and regional legislative delegates to affect positive outcomes in legislative policy.

Objectives

- Partner further with our region's cities and organization to create a unified legislative voice

- Serve as a subject matter trusted source for municipal issues
- Work closely with the Missouri General Assembly's Local Government Caucus as well as other applicable legislative caucus groups
- More formally recognize the efforts of Springfield's legislative delegation
- Focus annually on the City's top and most impactful priorities to ensure a clear legislative priority message
- Take advantage of State and Federal funding opportunities
- Commence a review of the City Charter to determine necessary updates

PRIORITY: FISCAL SUSTAINABILITY and ACCOUNTABILITY

The ability of a municipal organization to adequately meet its primary service delivery needs and financial commitments over the long-term, while also preserving a healthy financial condition based on municipal association best practices including accountability and transparency.

Objectives

- Review existing revenue types, uses and limitations, and explore new revenue opportunities to meet future capital and operational needs
- Determine the most reasonable means to grow existing revenue sources, including revenue diversification
- Review bonding options and limitations to addressing future capital needs
- Encourage ideas for improving operational, energy and facility efficiencies
- Fully project and address deferred maintenance needs
- Examine enhanced cooperation opportunities with Greene County and other government entities
- Develop performance and financial accountability measures
- Prudently maximize idle funds investment options
- Enhance fiscal transparency through website functionality
- Determine a strategy to strengthen the Parks financial position

PRIORITY: ECONOMIC VITALITY

A sustainable economic climate that fosters low poverty, affordable options for quality housing and wage levels that allow the opportunity for people to participate in quality of life endeavors.

Objectives

- Enhance Springfield's potential as a regional hub for business, transportation, culture, education, faith, and both traditional and sports tourism
- Improve the efficiency and value of the development process
- Review and refine the City's annexation strategy
- Enhance efforts to stabilize and revitalize Springfield's neighborhoods, recognizing we have some food desert challenges, and utilizing relevant Zone Blitz data and objectives
- Review the provision of alternative forms of energy that are needed by business prospects
- Strategically market and apply a targeted use of economic development incentives for big impact projects, while considering the most flexible and strategic use of all economic development incentive tools
- Leverage the benefit of private, public, educational and medical partnerships
- Make proactive investments in public infrastructure for those areas with the highest potential for development and redevelopment
- Be a partner to help eliminate barriers to employment within our community, including but not limited to: skill attainment, legal, transportation and childcare
- Improve the community's attractiveness to business site selectors, with a focus on aggressively marketing our assets
- Align development interests with the priorities of place, design and safety
- Successfully complete the review of the City's land use plan and effectively implement the outcomes, recognizing the importance to vibrantly emerge and thrive in the post-COVID era.
- Support the development and preservation of quality, affordable housing stock to meet the needs of a growing and diverse community

PRIORITY: PUBLIC SAFETY

The effective delivery of police, fire, 911 and emergency management service, including prevention efforts and protection from events that could endanger the safety of the general public from significant injury/harm or damage, such as crimes or disasters.

Objectives

- Actively utilize existing public safety technology and review the application and benefit of new technology
- Address quality of life issues, with special emphasis on reducing chronic nuisance properties to ensure clean, safe neighborhoods

- Strongly encourage the empowerment of neighborhoods to identify and community needs and concerns
- Enhance community engagement and participation to increase crime prevention and public education efforts
- Make efforts to reduce traffic accidents by emphasizing the Education, Engineering and Enforcement approach
- Continue to utilize, promote and recommend alternative sentencing approaches where relevant to reduce warrant-related activities
- Establish a strategic approach to ensure sufficient adequate short-term and long-term staffing levels utilizing new and innovative measures, and determine the most effective geographic application of staff resources
- Place additional emphasis on the diversity of staff
- Apply significantly stricter enforcement approach to major and minor criminal violations, traffic violations, noise violations and nuisance law violations, utilizing measurable outcomes (e.g., metrics) and specific benchmarks.
- Coordinate with local community justice partners to determine an agreed upon strategic approach to enhanced community crime prevention, investigation and enforcement
- Work with community partners to identify and address the root causes of mental health issues
- Continue to focus on reducing public safety response times
- Review alternative approaches to enhance compliance with municipal court orders
- Create a plan to transition from a complaint-based code enforcement approach to a City-initiated approach

Exhibit B

***markup version – for informational purposes only**

2022 City of Springfield City Council Priorities

PRIORITY: QUALITY OF PLACE

Those features of physical environment and qualities of life that make a location a desirable, competitive and economically vibrant place to live.

Objectives

- Formally emphasize an organizational **and community** culture of service, **diversity, equity** and inclusion **by recognizing the inherent dignity, value and worth of each individual and through the application of the 5 Pillars of Change as recommended by the Mayor's Initiative on Equity and Equality** (moved from Fiscal Sustainability and Accountability)
- Create an image campaign that communicates to and empowers citizens to get engaged with Quality of Place efforts
- Invest in projects that improve livability for Springfieldians; including the beautification of City property, roadways and entryways
- Revitalize Springfield's neighborhoods
- Invest in quality multi-modal transportation infrastructure
- Attract and retain Springfield's talent
- Incorporate, as appropriate, work of business community visioning group related to quality of place into the City's comprehensive planning process
- Proactively promote activities that instill community pride
- Foster activities that promote a clean, safe and friendly neighborhood
- Apply significantly stricter enforcement approach to major and minor criminal violations, traffic violations, noise violations and nuisance law violations, utilizing measurable outcomes (e.g., metrics) and specific benchmarks.

PRIORITY: GOVERNANCE and LEGISLATIVE ENGAGEMENT (Governance added)

The deliberate formation of a positive relationship with local and regional legislative delegates to affect positive outcomes in legislative policy.

Objectives

- Partner further with our region's cities and organization to create a unified legislative voice

- Serve as a subject matter trusted source for municipal issues
- Work closely with the Missouri ~~General Assembly's Legislature's newly formed~~ Local Government Caucus **as well as other applicable legislative caucus groups**
- More formally recognize the efforts of Springfield's legislative delegation
- Focus annually on the City's top and most impactful priorities to ensure a clear legislative priority message
- **Take advantage of State and Federal funding opportunities**
- **Commence a review of the City Charter to determine necessary updates**

PRIORITY: FISCAL SUSTAINABILITY and ACCOUNTABILITY

The ability of a municipal organization to adequately meet its primary service delivery needs and financial commitments over the long-term, while also preserving a healthy financial condition based on municipal association best practices including accountability and transparency.

Objectives

- Review existing revenue types, uses and limitations, and explore new revenue opportunities to meet future capital and operational needs
- Determine the most reasonable means to grow existing revenue sources, including revenue diversification
- Review bonding options and limitations to addressing future capital needs
- Encourage ideas for improving operational, **energy and facility** efficiencies
- Fully project and address deferred maintenance needs
- Examine enhanced cooperation opportunities with Greene County and other government entities
- Develop performance and financial accountability measures
- Prudently maximize idle funds investment options
- Enhance fiscal transparency through website functionality
- Determine a strategy to strengthen the Parks financial position
- ~~Formally emphasize an organizational culture of service and inclusion~~ (moved to Quality of Place)

PRIORITY: ECONOMIC VITALITY

A sustainable economic climate that fosters low poverty, affordable options for quality housing and wage levels that allow the opportunity for people to participate in quality of life endeavors.

Objectives

- Enhance Springfield's potential as a regional ~~tourism~~ hub for **business, transportation, culture, education, faith, ~~both traditional and~~** both traditional and sports tourism
- Improve the efficiency and value of the development process
- Review and refine the City's annexation strategy
- Enhance efforts to stabilize and revitalize Springfield's neighborhoods, recognizing we have some food desert challenges, and utilizing relevant Zone Blitz data and objectives
- Review the provision of alternative forms of energy that are **needed** ~~desired~~ by business prospects
- Strategically market and apply a targeted use of economic development incentives for big impact projects, while considering the most flexible and strategic use of all economic development incentive tools
- Leverage the benefit of private, public, educational and medical partnerships
- Make proactive investments in public infrastructure for those areas with the highest potential for development and redevelopment
- Be a partner to help ~~close the skills gap~~ **eliminate barriers to employment** within our community, **including but not limited to: skill attainment, legal, transportation and childcare**
- Improve the community's attractiveness to business site selectors, with a focus on aggressively marketing our assets
- Align development interests with the priorities of place, design and safety
- Successfully complete the review of the City's land use plan and effectively implement the outcomes, recognizing the importance to vibrantly emerge and thrive in the post-COVID era.
- **Support the development and preservation of quality, affordable housing stock to meet the needs of a growing and diverse community**

PRIORITY: PUBLIC SAFETY

The effective delivery of police, fire, 911 and emergency management service, including prevention efforts and protection from events that could endanger the safety of the general public from significant injury/harm or damage, such as crimes or disasters.

Objectives

- Actively utilize existing public safety technology and review the application and benefit of new technology
- Address quality of life issues, with special emphasis on reducing chronic nuisance properties to ensure clean, safe neighborhoods
- Strongly encourage the empowerment of neighborhoods to identify and community needs and concerns
- Enhance community engagement and participation to increase crime prevention and public education efforts
- Make efforts to reduce traffic accidents by emphasizing the Education, Engineering and Enforcement approach
- Continue to utilize, promote and recommend alternative sentencing approaches where relevant to reduce warrant-related activities
- Establish a strategic approach to ensure sufficient adequate short-term and long-term staffing levels utilizing new and innovative measures, and determine the most effective geographic application of staff resources
- Place additional emphasis on the diversity of staff
- Apply significantly stricter enforcement approach to major and minor criminal violations, traffic violations, noise violations and nuisance law violations, utilizing measurable outcomes (e.g., metrics) and specific benchmarks.
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- Work with community partners to identify and address the root causes of mental health issues
- Continue to focus on reducing public safety response times
- Review alternative approaches to enhance compliance with municipal court orders
- Create a plan to transition from a complaint-based code enforcement approach to a City-initiated approach

One-rdg. X
P. Hmgs.
Pgs. 10
Filed: 04-26-22

Sponsored by: Hardinger

COUNCIL BILL 2022-093 RESOLUTION

A RESOLUTION

1 AMENDING the Major Thoroughfare Plan, a portion of the Transportation Plan
2 element of the Springfield-Greene County Comprehensive Plan, by
3 removing a future collector from Figures 20-2 and 20-9. (Planning and
4 Zoning Commission and Staff recommends approval.)
5
6

7 WHEREAS, City Council adopted the Transportation Plan as an element of the
8 Springfield-Greene County Comprehensive Plan, the master plan for development of
9 the City, on June 11, 2001; and
10

11 WHEREAS, the Major Thoroughfare Plan, a portion of the Transportation Plan,
12 provides an overall framework for making decisions on thoroughfare improvements and
13 extensions, identifies locations of future major transportation corridors, and serves as a
14 general guide for securing street rights-of-way; and
15

16 WHEREAS, the Planning and Zoning Commission and City Council have the
17 authority to amend the Major Thoroughfare Plan per Section 11.6 in the City Charter;
18 and
19

20 WHEREAS, staff has determined that the proposed collector between North
21 Eldon Avenue and the 1800 block of North West Bypass does not provide for an
22 adequate system of thoroughfares to ensure logical development of the community,
23 safe and efficient movement of people and goods, and economical expenditure of public
24 funds, and therefore should be removed from the Major Thoroughfare Plan; and
25

26 WHEREAS, the Planning and Zoning Commission held a public hearing on April
27 7, 2022, and recommended approval of the above revision.
28

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

32 Section 1 – City Council hereby amends the Transportation Plan of the
33 Springfield-Greene County Comprehensive Plan by removing the proposed collector
34 between North Eldon Avenue and the 1800 block of North West Bypass, as depicted on
35 “Exhibit 1-B,” which is attached hereto and incorporated by reference, from the Major

Thoroughfare Plan, which is attached hereto and incorporated by reference as "Exhibit 1-A."

Section 2 – The Director of Planning and Development and the City Clerk are directed to maintain official copies of the Major Thoroughfare Plan in their offices.

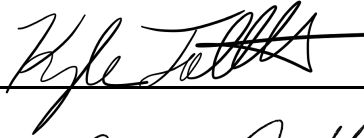
Section 3 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022-093

FILED: 04-26-22

ORIGINATING DEPARTMENTS: Public Works and Planning and Development

PURPOSE: To amend the Major Thoroughfare Plan in the City of Springfield Transportation Plan to remove a future collector ("Exhibit 1-A").

BACKGROUND INFORMATION: The Springfield-Greene County Comprehensive Plan Transportation Plan Element was adopted by City Council on June 11, 2001. A portion of this document identifies the major thoroughfares within the City. It is intended to provide an overall framework for making decisions on thoroughfare improvements and extensions; identifies locations of future major transportation corridors and serves as a general guide for securing street rights-of-way.

The Transportation Plan states that the street classifications for the Major Thoroughfare Plan should be regularly updated by the Springfield Metropolitan Planning Organization and subsequently adopted by Springfield City Council, the Missouri Department of Transportation, and the Greene County Commission as part of their policies concerning the location and function of all major streets.

REMARKS:

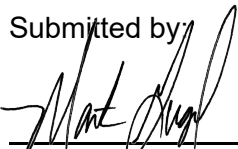
1. The Major Thoroughfare Plan represents future roadway functions. It is intended to provide an overall framework for making decisions on thoroughfare improvements and extensions. It identifies locations of future major transportation corridors and serves as a general guide for securing rights-of-way. Future roads are shown in general locations, the actual location may vary.
2. The Planning and Zoning Commission and City Council have the authority to amend the Major Thoroughfare Plan per Section 11.6 of the City Charter.
3. Staff has determined that the proposed collector between North Eldon Avenue and the 1800 Block of North West Bypass does not provide for an adequate system of thoroughfares to ensure logical development of the community, safe and efficient movement of people and goods, and economical expenditure of Public Funds and therefore should be removed from the Major Thoroughfare Plan.
4. There is no financial impact to the City with the adoption of the updated plan.

Supports the following City Council Priorities:

- Economic Vitality

RECOMMENDATION: The Planning and Zoning Commission held a public hearing on April 7, 2022, and recommended approval by a vote of 8 to 0 ("Attachment 1"). The Departments of Public Works and Planning and Development recommend passage of this Resolution.

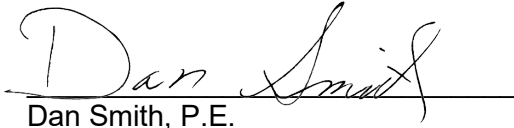
Submitted by:



Martin Gugel, P.E.

Assistant Director of Public Works

Recommended by:

A handwritten signature in cursive script, reading "Dan Smith", written over a horizontal line.

Dan Smith, P.E.
Director of Public Works

Recommended by:


Susan Istenes, AICP Director
of Planning and Development

Approved by:

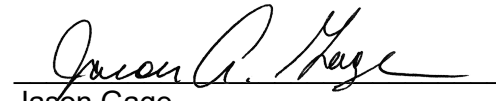

Jason Gage,
City Manager

Exhibit 1



Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

APRIL 7, 2022

CITY COUNCIL PUBLIC HEARING:

May 2, 2022

CASE: Major Thoroughfare Plan Amendment

LOCATION: 1800 Block N. West Bypass

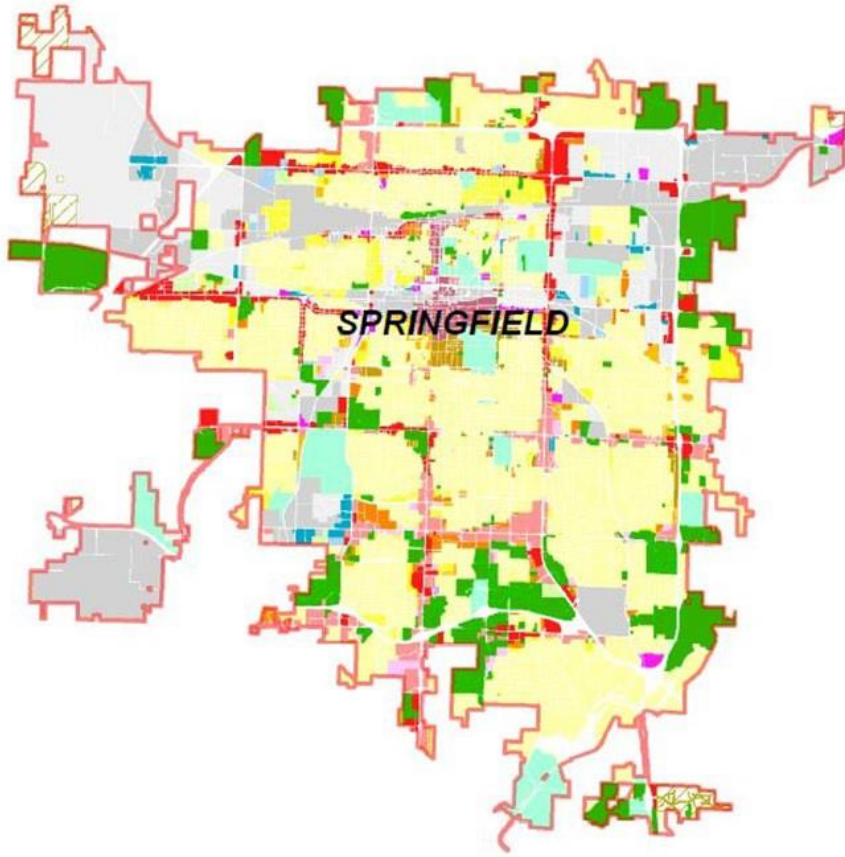
STAFF: Dawne Gardner, AICP 864-1863

[Choose an item.](#)

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:

To amend the Major Thoroughfare Plan Figure 20-2 and 20-9 in the City of Springfield Transportation Plan to remove a future collector (extension of Atlantic Street from West Bypass to Eldon Avenue).

FINDINGS FOR STAFF RECOMMENDATIONS:

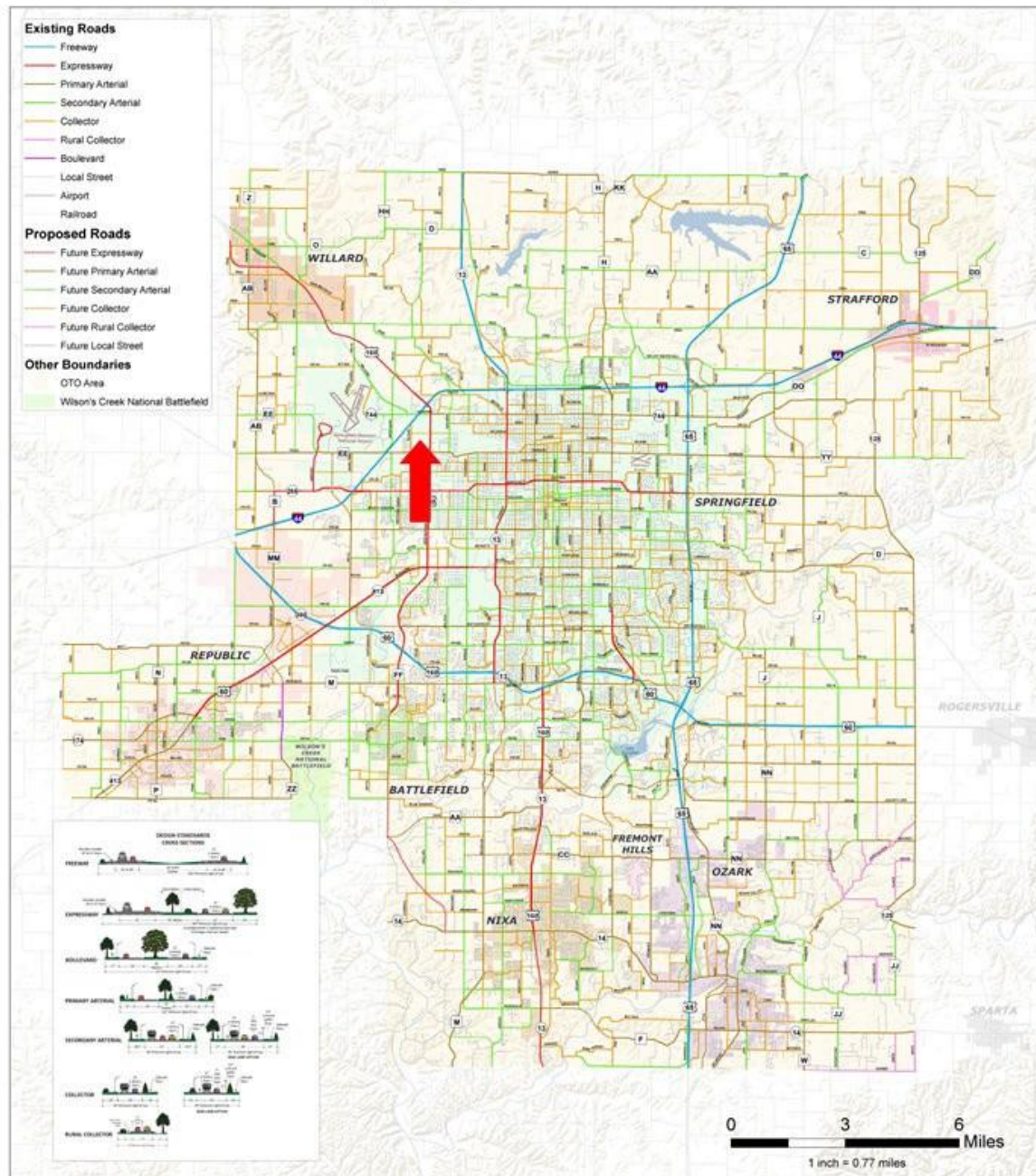
1. The Springfield-Greene County Comprehensive Plan Transportation Plan Element was adopted by City Council on June 11, 2001. A portion of this document identifies the Major Thoroughfares within the City.
2. The Major Thoroughfare Plan ("Exhibit A") represents future roadway functions. It is intended to provide an overall framework for making decisions on thoroughfare improvements and extensions. It identifies locations of future major transportation corridors and serves as a general guide for securing rights-of-ways. Future roads are shown in general locations, the actual location may vary.
3. The Planning and Zoning Commission and City Council have the authority to amend the Major Thoroughfare Plan per Section 11.6. in the City Charter.
4. Staff has determined that the proposed collector in the 1800 block of N. West Bypass (extension of Atlantic Street from West Bypass to Eldon Avenue) do not provide for an adequate system of thoroughfares to ensure logical development of the community, safe and efficient movement of people and goods, and economical expenditure of Public Funds and therefore should be removed from the Major Thoroughfare Plan Figure 20-2 and 20-9.

Development Review Staff Report

Transportation Plan:

Exhibit A

Major Thoroughfare Plan Ozarks Transportation Organization As approved by the OTO Board of Directors

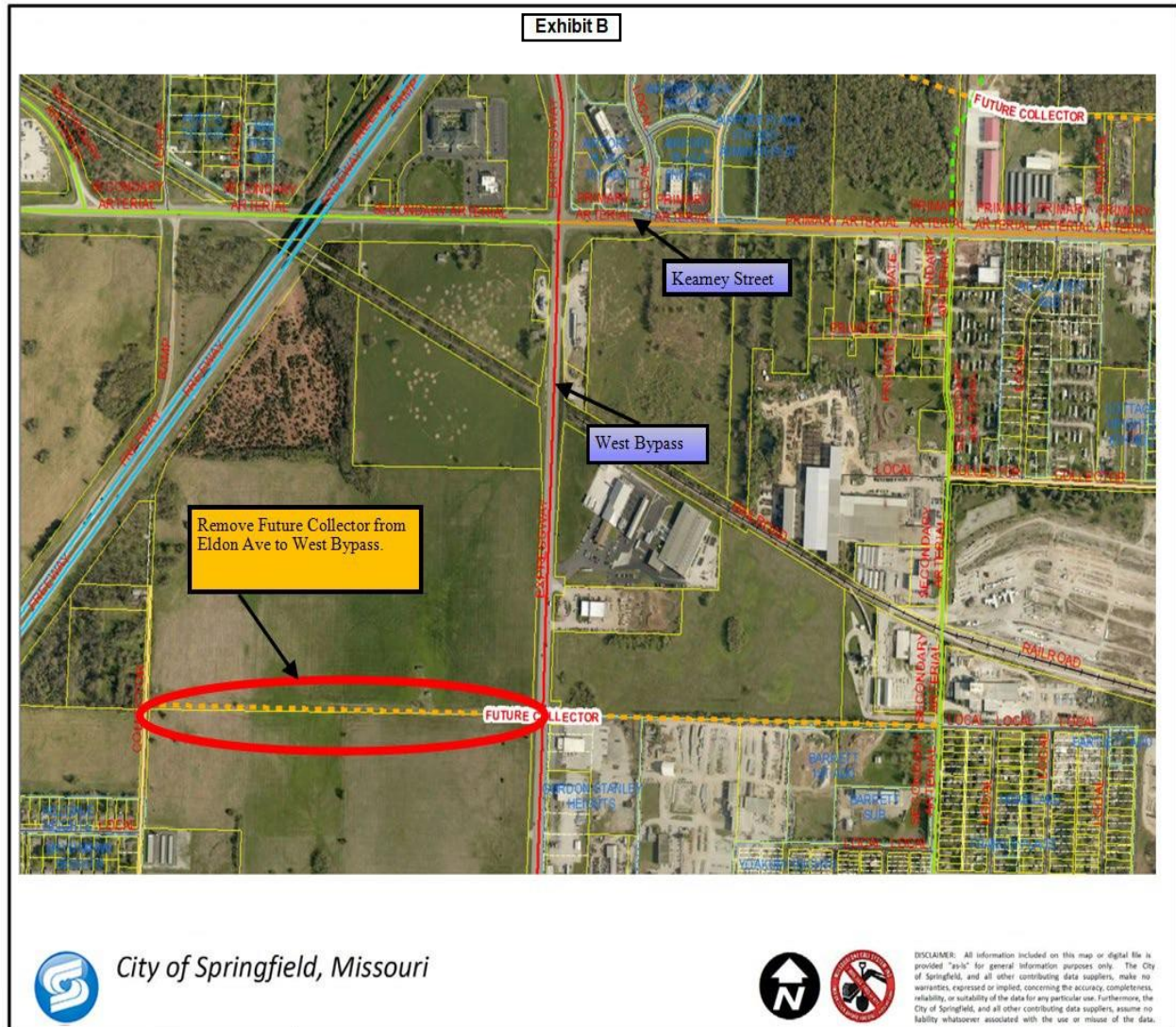


Amended:
June 16, 2005
August 18, 2005
December 15, 2005
April 19, 2007
April 17, 2008
August 21, 2008
December 15, 2011
February 19, 2015



Development Review Staff Report

PLAN AMENDMENTS:



Development Review Staff Report

TRANSPORTATION PLAN RECOMENDATIONS:

The Street Classifications for the Major Thoroughfare Plan should be regularly updated by the Springfield MPO, and subsequently adopted by the Springfield City Council, the Missouri Department of Transportation, and the Greene County Commission, as part of their policies concerning the location and function of all major streets. (Page 20-25)

PLANNING AND ZONING COMMISSION AUTHORITY:

Section 11.2. Planning and zoning commission—Powers and duties.

The city planning and zoning commission shall have the power and shall be required to:

- (1) Prepare and recommend to the city council a master plan, and amendments thereto, for the physical development of the City, as defined in this Article.
- (2) Prepare and recommend regulations pertaining to subdivision and development of land to the city council.
- (3) Review and approve subdivisions and development of land in accordance with the authority and procedures established by the city council.
- (4) Prepare for the city council an official map of the City and make recommendations with respect to proposed changes in such map.
- (5) Review and make recommendations with respect to proposed changes in the zoning ordinance and zoning map.
- (6) Hold public hearings on requests for rezoning, amendments to the zoning ordinance, amendments to the comprehensive plan, and such other planning and zoning matters as may be required by law or the provisions of this Charter. Rules with respect to the conduct of public hearings shall be adopted by the commission.
- (7) Review and recommend proposed capital improvements which in the opinion of the commission are necessary or desirable to be constructed.
- (8) Promote public interest in and understanding of the comprehensive plan and of zoning and planning.
- (9) Perform such other investigations and studies as may be referred to it by the city council or the city manager and make recommendations thereto.
- (10) Meet not less than once each month and keep a public record of its resolutions, findings and determinations.

Section 11.6. Adoption of master plan.

The commission may adopt the master plan as a whole by a single resolution or may by successive resolutions adopt successive parts of the plan, said parts corresponding to major geographical sections of the city or to functional divisions of the subject matter of the plan, and may adopt any amendment or extension thereof or addition thereto. The adoption of the plan, or any such part, amendment, extension or addition shall be by resolution carried by the affirmative vote of not less than a majority of the commission, but before the adoption of the plan or any such part or any modification, extension or addition, the commission shall hold at least one public hearing on the proposed action. An attested copy of the plan or part thereof shall be certified to the council. Neither the master plan, nor any element of the plan, shall have the legal effect set out in Section 11.7 of this chapter unless the plan, or the element of the plan in question, shall have been approved by the city council.

Section 11.7. Legal status of master plan.

- (1) *Master plan to provide general guidelines.* The master plan shall be prepared and maintained as a general guide for the orderly and efficient development and redevelopment of the City of Springfield. The master plan shall be kept current through review not less than every five years. When required by this Charter or otherwise deemed necessary, such review shall include proposed revisions or alterations in the master plan and public hearings thereon.
- (2) *Regulations to generally conform to master plan.* All rezoning of land, subdivision plats, development proposals, and the zoning ordinance, subdivision ordinance and the zoning map should generally conform with the guidelines set forth in the master plan and should be reviewed for consistency with the master plan; provided, however, inconsistencies with the master plan shall not constitute cause to invalidate any such matter. The master plan shall not have the effect of a regulatory ordinance.
- (3) *Master plan to guide public improvements.* The master plan shall provide guidelines for the location of public streets, parks and other public ways, grounds and spaces, public buildings and structures, facilities of public or private utilities, and the acquisition of real property by the city for public use. To that end the planning and zoning commission shall review the following:
 - (a) All proposals to construct or extend public streets.
 - (b) All proposals to improve land as a park.
 - (c) All proposals to lay out or improve other public ways, grounds or spaces.
 - (d) All proposals to construct public buildings and structures.
 - (e) All proposals to lay out and construct facilities of public utilities, whether publicly or privately owned.

Development Review Staff Report



(f) All proposals to acquire real property for public purposes.

In reviewing and approving all such proposals, the function of the planning and zoning commission shall be to determine whether they are generally consistent with the master plan of the city. No such proposals shall be constructed or authorized until the location, extent and character thereof has been submitted and approved by the planning and zoning commission.

In case of disapproval, the commission shall communicate its reasons to the city council, and the city council, by vote of not less than two-thirds of its entire membership, may overrule the disapproval and, upon the overruling, the city council or the appropriate board or officer may proceed, except that if the proposal is by an agency other than an agency of the city and the authorization or financing does not fall within the province of the city council, then the submission to the planning commission shall be by the agency having jurisdiction, and the planning commission's disapproval may be overruled by that agency by a vote of not less than two-thirds of its entire membership. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land, sale or lease of any street or other public facility is subject to similar submission and approval, and the failure to approve may be similarly overruled.

In the event the commission shall fail to act within thirty days after the date of official submission of a proposal (which date shall be the date that the matter is placed upon the agenda of the commission) to the commission, then the proposal shall be deemed to have been approved by the commission, unless a longer period for review by the commission shall have been authorized by the council or by the public officials submitting the proposal. In any case in which the commission finds that it is not reasonably able to complete its review of a proposal within thirty days, it may extend the time for such review for not more than thirty days.

STAFF COMMENTS:

1. The Springfield-Greene County Comprehensive Plan Transportation Plan Element was adopted by City Council on June 11, 2001. A portion of this document identifies the Major Thoroughfares within the City.
2. The Major Thoroughfare Plan ("Exhibit A") represents future roadway functions. It is intended to provide an overall framework for making decisions on thoroughfare improvements and extensions. It identifies locations of future major transportation corridors and serves as a general guide for securing rights-of-ways. Future roads are shown in general locations, the actual location may vary.
3. The property in the 1800 Block of N. West Bypass ("Exhibit B") is prime development property currently zoned General Manufacturing, split into two lots and owned by the same LLC. To market and develop this property as one lot or multiple lots, the future collector through this property does not serve a purpose for connectivity.
4. The Major Thoroughfare Plan map currently exists as Figure 20-2 and Figure 20-9 in the Transportation Plan.
5. The proposed amendments follow the goals set forth in the Transportation Plan which are:
 - i. Identify and establish future thoroughfare systems that integrates land uses with transportation system needs.
 - ii. Recognize a distinct hierarchy of street classification as thoroughfare improvements and development definitions are made.
 - iii. Work with Ozarks Transportation Organization to review and update the plan every 5 years in conjunction with their Long Range Transportation Plan review/update.
7. Missouri State Statute Chapter 89.400.1 requires a municipality to file a certified copy of any adopted major street plan in the office of the county recorder. The city will file a copy of the Major Thoroughfare Plan with the Greene County Recorder's office upon adoption by the Planning & Zoning Commission and the Springfield City Council.

NEIGHBORHOOD MEETING:

A neighborhood meeting is not required.

PUBLIC NOTIFICATIONS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing.

RECORD OF PROCEEDINGS
Planning and Zoning Commission – April 7, 2022

Major Thoroughfare Plan Amendments – West Bypass
1800 blk Northwest Bypass (between West Bypass and Eldon Avenue)
Applicant: City of Springfield

Mr. Hosmer states that this is a request to amend Figure 20-2 and 20-9 in the City of Springfield Transportation Plan to remove a future collector (extension of Atlantic Street from West Bypass to Eldon Avenue). The Springfield-Greene County Comprehensive Plan Transportation Plan Element was adopted by City Council on June 11, 2001. The Major Thoroughfare Plan (“Exhibit A”) represents future roadway functions. It is intended to provide an overall framework for making decisions on thoroughfare improvements and extensions. It identifies locations of future major transportation corridors and serves as a general guide for securing rights-of-ways. Future roads are shown in general locations, the actual location may vary. The Planning and Zoning Commission and City Council have the authority to amend the Major Thoroughfare Plan per Section 11.6. in the City Charter. The proposed amendments follow the goals set forth in the Transportation Plan which are:

- Identify and establish future thoroughfare systems that integrates land uses with transportation system needs.
- Recognize a distinct hierarchy of street classification as thoroughfare improvements and development definitions are made.
- Work with Ozarks Transportation Organization to review and update the plan every 5 years in conjunction with their Long-Range Transportation Plan review/update.

The property in the 1800 Block of West Bypass (“Exhibit B”) is prime development property currently zoned General Manufacturing, is currently split into two lots but owned by the same LLC. In order to market and develop this property as one lot or multiple lots, the future collector through this property does not serve a purpose for connectivity. Staff recommends approval.

Mr. Colony asks if this is for a regular check-up.

Mr. Hosmer noted that it is development driven to make the property marketable.

Mr. Colony asked about a replacement corridor across the area.

Mr. Foster noted that it will not need to be replaced because it has access to West Bypass and Kearney. By taking it off the Major Thoroughfare Plan it takes away any component for a future developer and the collector would serve no use to the city.

Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Major Thoroughfare Plan Amendments – West Bypass (800 blk Northwest Bypass (between West Bypass and Eldon Avenue)). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 16
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-094

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,
3 precincts and council zones;' for the purpose of annexing approximately
4 24.8 acres of public property, generally located at 5100 West State
5 Highway EE, and referenced as Annexation A-2-2022, into the City of
6 Springfield.
7 _____
8

9 WHEREAS, Greene County, Missouri, has executed a written petition for the City
10 to annex approximately 24.8 acres of public property as described in "Exhibit A," said
11 area being generally located at 5100 West State Highway EE; and
12

13 WHEREAS, said petition was presented to City Council more than fourteen, but
14 less than sixty days, prior to the public hearing thereon; and
15

16 WHEREAS, proper notice was published at least seven days prior to the public
17 hearing; and
18

19 WHEREAS, City Council does find and determine that: (1) said annexation is
20 reasonable and necessary to the proper development of the City; (2) the City is able to
21 furnish normal municipal services to the area annexed herein within a reasonable time
22 after annexation; and (3) the area annexed herein is contiguous and compact to the
23 existing corporate boundaries of the City.
24

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

28 Section 1 – City Council, after holding a public hearing, hereby determines that
29 Annexation A-2-2022 of the property described in "Exhibit A," which is attached hereto
30 and incorporated herein by this reference, is reasonable and necessary to the proper
31 development of the City, the City has the ability to furnish normal municipal services to
32 the area annexed within a reasonable time, and the area is contiguous and compact to
33 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and
34 incorporated herein by this reference.

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

37
38 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
39 amended by adding thereto the land described in "Exhibit A."

40
41 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
42 precincts and council zones,' is hereby amended by placing the property described in
43 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
44 accordance with the provisions of State law.

45
46 Section 5 – The City Clerk is directed to: (1) file certified copies of this
47 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
48 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
49 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
50 any other information that the Director of Revenue may require. The City Clerk is further
51 authorized and empowered to perform any other administrative acts which are
52 consistent with the intent of this Ordinance.

53
54 Section 6 – This Ordinance shall be in full force and effect from and after
55 passage.

56
57 Passed at meeting: _____

58
59 _____
60 Mayor

61
62 Attest: _____, City Clerk

63
64 Filed as Ordinance: _____

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

68
69
70 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL NO: 2022-094

FILED: 04-26-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an Ordinance to annex approximately 24.8 acres of public property into the City of Springfield, generally located at 5100 West State Highway EE and referenced as Annexation A-2-2022. (Staff recommends approval).

BACKGROUND INFORMATION:

The owner, Greene County, of the public property generally located at 5100 West State Highway EE is requesting annexation into the City of Springfield. The owner of the public property has signed a petition to request annexation of approximately 24.8 acres into the City of Springfield. The public property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The property is currently developed with a new Greene County Sheriff's Office and Jail. The intent of the annexation request is to extend Springfield Fire Department coverage and automatic aid agreements to the site.

City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the City and whether the City has the ability to furnish normal services within a reasonable period of time. If no written objection is filed within fourteen (14) days of the public hearing, the City may annex the property by ordinance without further action.

REMARKS:

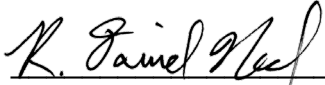
The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the public property to be annexed.

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.
4. The property owner(s) have petitioned the City for annexation.
5. The annexation will extend City fire protection services to this public property.

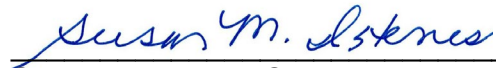
Staff recommends the annexation of this private property.

Submitted by:



R. Daniel Neal, Senior Planner

Recommended by:



Susan Istenes, AICP Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-2-2022

A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS: COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, S02°19'28"W, A DISTANCE OF 76.30 FEET TO THE POINT OF BEGINNING, SAID POINT BEING AN EXISTING SURVEY MONUMENT (COTTON SPINDLE) ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "EE"; THENCE CONTINUING S02°19'28"W, A DISTANCE OF 1725.66 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N77°46'46"W, A DISTANCE OF 687.25 FEET TO SURVEY MONUMENT (CAPPED "J-MARK") MARKING THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO STONEMOR MISSOURI LLC IN BOOK 2011, AT PAGE 23136-11 IN THE GREENE COUNTY RECORDER'S OFFICE IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID TRACT OF LAND, N00°12'43"E, A DISTANCE OF 820.56 FEET TO AN EXISTING SURVEY MONUMENT (1/2" IRON REBAR); THENCE N03°55'40"E, A DISTANCE OF 340.71 FEET TO A SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS-267D"); THENCE S89°48'36"E, A DISTANCE OF 216.28 FEET TO A SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS-267D") ON THE EAST LINE OF SAID TRACT OF LAND; THENCE ALONG THE EAST LINE OF SAID TRACT OF LAND, N00°13'02"E, A DISTANCE OF 469.26 FEET TO A SURVEY MONUMENT (CAPPED "LC 62") ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "EE"; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S88°21'34"E, A DISTANCE OF 348.85 FEET TO A SURVEY MONUMENT (CAPPED "LC 62"); THENCE S71°17'23"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 125.16 FEET TO A SURVEY MONUMENT CAPPED "LC 62"; THENCE S89°49'00"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 29.98 FEET TO THE POINT OF BEGINNING, CONTAINING 24.8 ACRES.

BEARINGS LISTED ARE BASED ON MISSOURI STATE PLANE, CENTRAL ZONE, NAD83 (2011).

SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

EXCEPTING THEREFROM ANY PORTION WITHIN THE INCORPORATED LIMITS OF THE CITY OF SPRINGFIELD.

Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

MAY 2, 2022

**CASE NUMBER:**

Annexation A-2-2022

LOCATION:

5100 W. State Highway EE

ACRES:

Approximately 24.8 acres

EXISTING LAND USE:

Greene County Sheriff's Offices and Jail

APPLICANT:

Greene County

STAFF:Daniel Neal, Senior Planner
864-1036**STAFF RECOMMENDATIONS:**

Approve

PROPOSED MOTION:

Move to approve the request to annex the subject property into the City of Springfield as submitted in the staff report

SUMMARY OF REQUEST:

Request to annex approximately 24.8 acres of public property generally located at 5100 West State Highway EE into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because this annexation will enhance government efficiencies through a rational and simplified city boundary.
4. The annexation will extend City fire protection services to this public property.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	PD 295	HM	County A-1
LAND USE	Airport uses	Quarry uses	Vacant/undeveloped	Cemetery uses

[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point.
To place this text box anywhere on the page, just drag it.]

Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

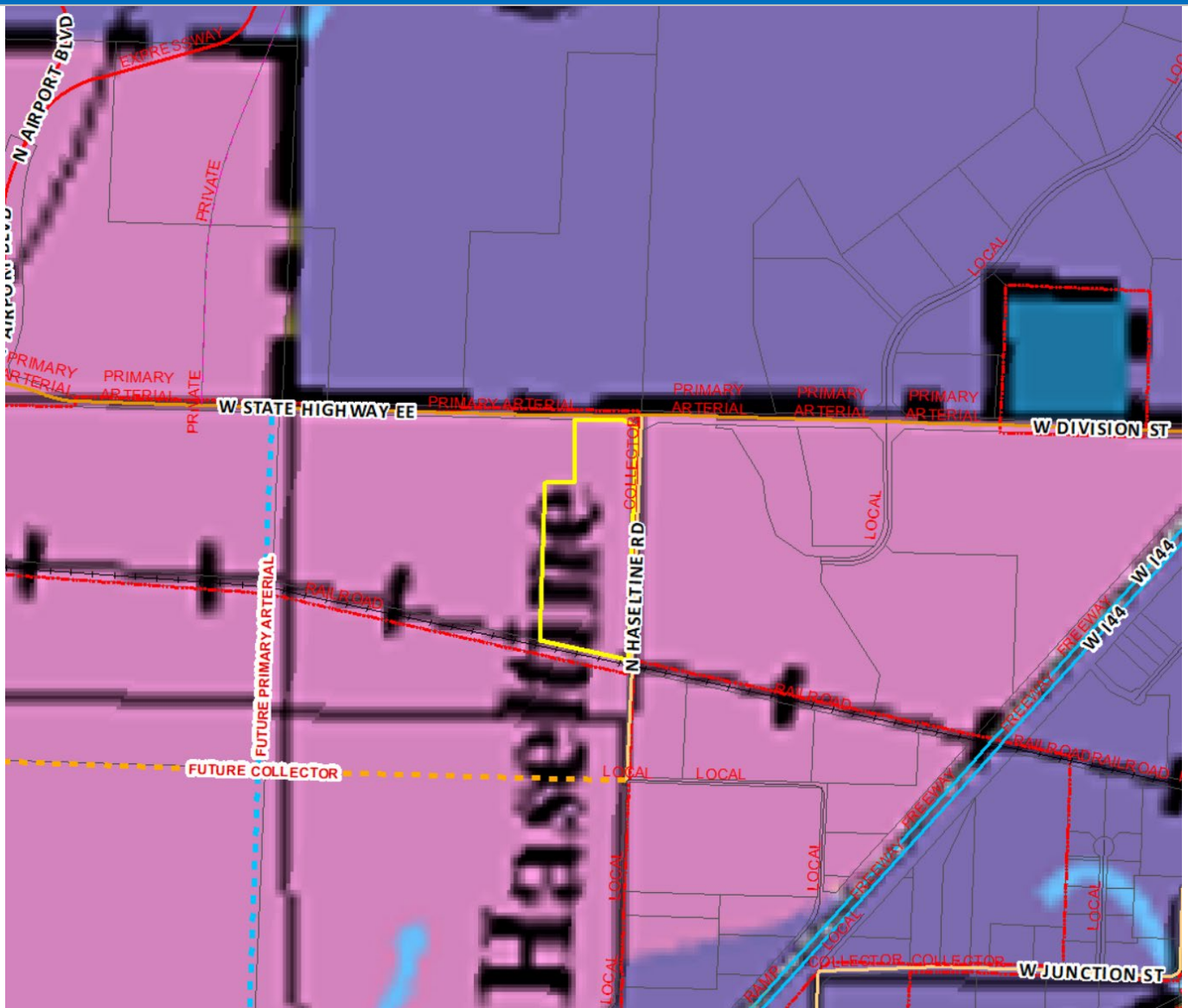


BIRD'S EYE VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:

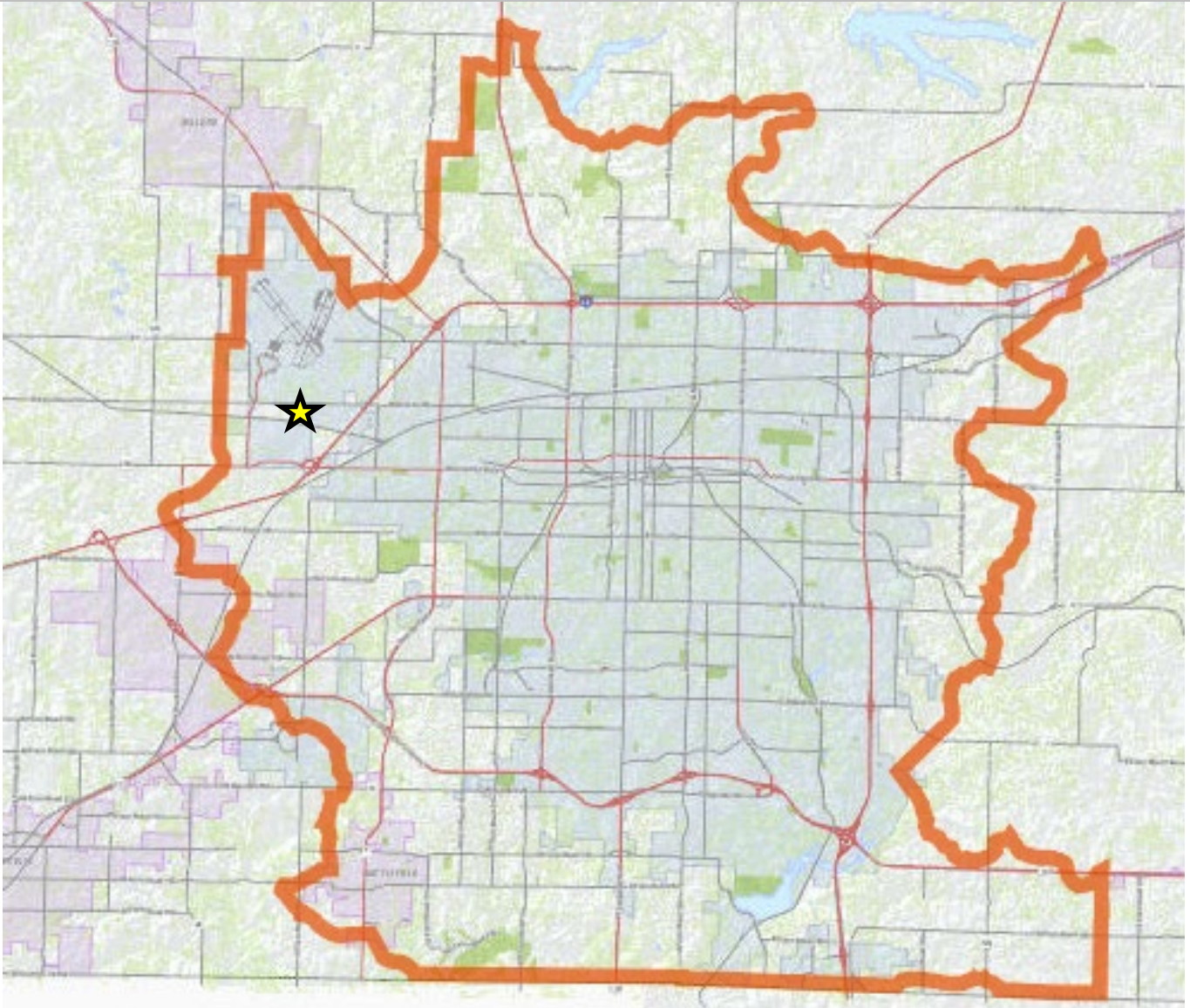


- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

URBAN SERVICE AREA:



Development Review Staff Report



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County A-1, Agriculture District and has the new Greene County Sheriff's Office and Jail being constructed on it. A portion of the subject property is located in the Airport Overlay District No. 1.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 24.8 acres of unincorporated public property generally located at 5100 W. State Highway EE into the City of Springfield.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation will provide the subject property with Springfield Fire Department coverage and automatic aid agreements. The proposed annexation area is currently served by the Brookline Fire Protection District.
4. The proposed annexation area does not contain any known sinkholes and is not located in a FEMA designated floodplain. The proposed annexation area does not contain a stream buffer area.
5. The proposed annexation does not contain any public right-of-way; however, approximately 10 additional feet of right-of-way along Haseltine Road will be dedicated by Greene County after the annexation to meet current secondary arterial standards. Greene County has made improvements to Haseltine Road as part of the new construction of the Greene County Sheriff's Office and Jail.
6. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

The public notice for annexation was advertised in the Daily Events at least 15 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with annexation.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation:

1. Consent to annexation has already been approved and filed.
2. Public sewer was extended to serve the site.

E-911 COMMENTS:

No comments.

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #5 located at 2750 W. Kearney, which is approximately 3.6 miles from the northeast corner of the property. Fire Station #8 located at 1405 S. Scenic is the secondary station responding to this location, which is approximately 5.6 miles from the northeast corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile response distance by 2.67 miles for the 1st due unit (Station 5). ***This will have a negative impact on our ISO rating for deployment.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 7 minutes, 8 seconds. The 2nd due company has an estimated total response time of 9 minutes, 48 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will not meet the initial unit or effective response force benchmarks. This location is covered by an established automatic aid agreement to offset the initial unit total response time for a fire emergency. This will negatively impact our accreditation standard of cover.***

		Estimated Total		
--	--	-----------------	--	--

Development Review Staff Report



		Response Time	Benchmark*	Baseline**
1 st Due Company	Station 5	7 minutes 8 seconds	6 minutes 20 seconds	7 minutes 4 seconds
Total Effective Response Force	Station 5,8,2,1	12 minutes 28 seconds	10 minutes 28 seconds	9 minutes 29 seconds

3.6 Miles from Station 5 4 Minutes 48 Seconds

5.6 Miles from Station 8 7 Minutes 28 Seconds

7.6 Miles for Station 1 10 Minutes 8 Seconds

2 Minutes and 20 seconds will be added to each response time for dispatch and turnout time to equal the total response time.

- Water Supply** – Currently there is a City Utilities water main that runs along the north and east side of the property. There are currently fire hydrants on the east side of the property. *All requirements and conditions of the Fire Code must be met for fire suppression water supply for the occupancy type and intended use. The Fire Department does have any concerns with the water supply for this proposed annexation after Fire Code requirements are satisfied.*
- Impact** - The Fire Department is unable to estimate the call activity due to the unique type of development. *While the Fire Department is concerned about the potential for extended total response time to this address from existing stations, adherence to the provisions of the Fire Code for fire suppression water supply and fixed fire suppression systems and supplemental coverage through an automatic aid agreement lessen the concern for impact due to lengthened travel time.*

Fire Department Recommendation: *The Fire Department is supportive of this annexation.*

MODOT COMMENTS:

No comments.

GREENE COUNTY HIGHWAY COMMENTS:

The Greene County Highway Department supports annexation petition A-2-2022 for 5100 W. State Highway EE.

POLICE DEPARTMENT COMMENTS:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

Traffic has no objections.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. State Highway EE as a Primary Arterial roadway and N. Haseltine Road as a Collector Roadway. The standard right-of-way width for W. State Highway EE is 50-feet from the centerline

Development Review Staff Report



and for N. Haseltine Road is 30-feet from the centerline. W. State Highway EE is under MoDOT jurisdiction. They may have different right of way requirements. It appears additional right of way is needed for N. Haseltine Road.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for this section of W. State Highway EE is 3,642 vehicles per day. There are no recent traffic counts for N. Haseltine Road.

DRIVEWAY ACCESS

There is one existing driveway access point onto the property from N. Haseltine Road. Any additional access will be approved based on access standards set forth in City Code Chapter 98. There is no existing access to this property from W. State Highway EE. Access to this property from W. State Highway EE will be approved and permitted by MoDOT.

SIDEWALK

There is not existing sidewalk along the property frontage of W. State Highway EE or N. Haseltine Road. Sidewalks are required at the time of development along N. Haseltine Road or a fee in lieu of approved by the ARC.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops in the area along W. State Highway EE or N. Haseltine Road. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

Any improvements to W. State Highway EE is determined by MoDOT. Improvements are not required for N. Haseltine Road.

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	W. State Highway EE	Primary Arterial	No	30	50
Street 2	N. Haseltine Road	Collector	No	20	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated					
*Proposed Trips Generated					
Additional Trips Generated					

*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 **Rainer 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

Development Review Staff Report



location. A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided**. The property **is not in a stream buffer area**.

Public Works Stormwater Division	Response
Drainage Basin	Rainer Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No, detention provided

Development Review Staff Report



ANNEXATION SCHEDULE:

ATTACHMENT 2 ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	March 21, 2022
City Council public hearing	May 2, 2022
City Council second reading and vote	May 16, 2022

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-26-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-095

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to sign an agreement with the
2 Ozark Region Workforce Development Board to serve as the One-
3 Stop Operator for the Ozark Region, which consists of the counties
4 of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, and
5 to accept the funding authorized for the One-Stop Operator in the
6 amount of \$66,473.40.
7 _____
8

9 WHEREAS, the Department of Public Information and Civic Engagement
10 (hereinafter "PIO") responded to an RFP published by the Ozark Region Workforce
11 Development Board for a One-Stop Operator to serve the Ozark Region at the Missouri
12 Job Center; and
13

14 WHEREAS, PIO has already served as the One-Stop Operator after being
15 successfully chosen through a competitive process; and
16

17 WHEREAS, PIO, having already done so successfully, is qualified and ready to
18 continue serving as the One-Stop Operator, to be housed in the Missouri Job Center.
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 authorized to sign an
24 agreement, in a form approved by the City Attorney's office substantially like attached
25 "Exhibit 1," with the Ozark Region Workforce Development Board, wherein PIO will
26 serve as the One-Stop Operator for the Ozark Region, which consists of the counties of
27 Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, and to accept the funding
28 authorized for the One-Stop Operator in the amount of \$66,473.40, which has already
29 been budgeted.
30

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *Duke M. Donald*, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-095

FILED: 04-26-22

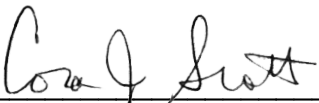
ORIGINATING DEPARTMENT: Public Information and Civic Engagement

PUROPOSE: Authorizing the City Manager, or his designee, to sign an agreement with the Ozark Region Workforce Development Board to serve as the One-Stop Operator for the Ozark Region, which consists of the counties of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, and to accept the funding authorized for the One-Stop Operator. The total amount awarded is \$66,473.40.

BACKGROUND INFORMATION: The Department of Public Information and Civic Engagement responded to an RFP published by the Ozark Region Workforce Development Board for a One-Stop Operator to serve the Ozark Region at the Missouri Job Center. The Department of Public Information and Civic Engagement currently serves as the One Stop Operator and was successfully chosen through the competitive process.

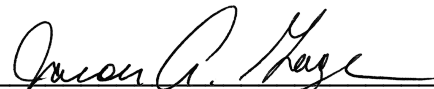
Public Information and Civic Engagement staff will serve as the coordinator for the One-Stop Operator and will be housed in the Missouri Job Center.

Recommended by:



Cora Scott, Director of Public
Information and Civil Engagement

Approved by:



Jason Gage,
City Manager

AGREEMENT
Among Ozark Region Chief Elected Officials,
Ozark Region Workforce Development Board, and
the City of Springfield

I. Parties

This agreement is entered into by and among the Council of Local Elected Officials (CLEO), the Ozark Region Workforce Development Board (Board), and the City of Springfield (City).

II. Purpose

The purpose of this Agreement is to describe the scope of work, terms, and conditions under which the Ozark Region Workforce Development One-Stop Operator (OSO) will coordinate programs among and between the one-stop partners identified in the Workforce Innovation and Opportunity Act (WIOA) §121(b), and to describe firewalls and agreements to prevent conflicts of interest or the appearance of any conflict of interest and minimize fiscal risk.

III. Eligibility of One-Stop Operator

The City of Springfield Department of Public Information and Civic Engagement is eligible to serve as OSO under *29 U.S.C.A. § 3151(d)(2)*.

IV. OSO's Representations

OSO represents that all persons delivering the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement for the agreed compensation.

V. OSO's Service Duties and Obligations

OSO will review and comprehend the requirements under:

- A. the WIOA statute for one-stop partners, the one-stop delivery system, and the OSO;
- B. the WIOA final regulations, both "USDOL Only" and Joint Rule, for the one-stop partners, the one-stop delivery system, and the OSO;
- C. USDOL-issued WIOA Training and Employment Guidance Letters regarding one-stop implementation and OSO functions; and,

- D. the State of Missouri Office of Workforce Development Issuances regarding one-stop implementation and OSO functions.

VI. City's Finance Department and City Manager

City's Finance Department will assist OSO to perform the fiscal obligations stated in this Agreement. The City Manager will take such actions as are necessary to implement this Agreement, including, but not limited to, executing additional agreements with the Board's Executive Committee to clarify responsibilities related to operation of this Agreement and ensure full compliance by City staff of applicable regulations.

VII. OSO's Role

A. In General. The OSO will:

1. serve as an intermediary to public one-stop partners, engaging them to provide access to their services through the public, one-stop-delivery system;
2. know and understand the one-stop partner programs and the program services available through each partner as well as their performance requirements;
3. work with one-stop partners on continuous improvement of the one-stop system;
4. maintain a good working relationship with partners;
5. maintain familiarity with the State of Missouri's Office of Workforce Development's ("OWD's") one-stop certification criteria;
6. assure compliance with the Ozark Region's Job Center standards;
7. assist in developing and implementing the required WIOA Memorandum of Understanding with one-stop partners as directed by the Board;
8. maintain a thorough understanding of federal Department of Labor (DOL) regulations and OWD Issuances;
9. not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services;
10. as a sub-recipient of Federal funds, follow the federal Uniform Guidance at 2 CFR Part 200;

11. coordinate the service delivery of required one-stop partners and service providers in the Job Center;
12. ensure a cohesive way for partners and service providers to interact in the delivery of service; and,
13. report progress in writing in a format approved by the Board for presentation to the Board and CLEO at their regularly-scheduled meetings.

B. The Job Center. The OSO will:

1. ensure that services provided to job seekers at the Job Center are customer-centered and coordinated with partners as much as possible;
2. coordinate staffing of all available partners to provide coverage during the hours of operation of the Job Center;
3. avoid practices in the operation of the One-Stop that create disincentives for service to individuals with barriers to employment;
4. follow the Plan of Service of the One-Stop, as approved by the Board and CLEO, to clarify how the organization will carry out its responsibilities in the Job Center while demonstrating compliance with the Workforce Innovation and Opportunity Act and corresponding regulations, relevant Office of Management and Budget circulars, and the state's conflict of interest policy;
5. meet Key Performance Indicators (KPI's), which the Board will establish at the beginning of each program year based upon OWD-established certification and performance criteria, such as:
 - a. adhering to the state's established certification criteria;
 - b. increasing the percentage of dual enrollments into one-stop-partner programs;
 - c. establishing, in year one, a baseline of referrals made to one-stop-partner agencies, to be negotiated for increases in years two, three, and four; and,
 - d. other KPI measurable metrics that align with the certification criteria developed by OWD.

VIII. Oversight from Boards

- A. The Board will receive performance data from the State of Missouri's database. The performance levels of all programs housed in the Job Center will be a direct reflection on the operation of the One-Stop Operator.
- B. The Workforce Development Board will use the Job Center Certification process to evaluate OSO's processes to check for possible conflicts of interest.

IX. Limitations.

Except as allowed in current Issuances, the OSO will not:

- A. convene stakeholders or assist in the development and submission of the local Plan;
- B. significantly participate in the competitive-selection process for the OSO or Service Providers;
- C. negotiate local performance measures or submit budgets for the local area to the Board; or,
- D. procure items for the One-Stop using WIOA funds, a function reserved for the City of Springfield Finance Department.

X. Compensation.

The City shall be paid an amount not to exceed Sixty-Six thousand, four hundred seventy-three and 40/100 Cents (\$66,473.40) for the work to be performed under this Agreement by OSO. OSO will bill according to the hourly rates of the staff performing tasks under the Agreement, and as set forth in Exhibit A.

The City will invoice the Board monthly by sending invoices to the Finance Department for the City of Springfield. Invoices will be submitted by the 10th of the month following the month for which the City is seeking payment. Invoices will be accompanied by a Contract Progress Report (CPR) reflecting the charges for the month.

The staff performing work for the Department of Public Information and Civic Engagement under this Agreement will maintain time sheets reflecting time spent on the project elements as described herein and will submit the documentation to the Department. The budgeted position for the OSO/Coordinator will be in the City's budget for the Department of Public Information and Civic Engagement but will be physically located in the Career Center. The job description for the position is attached as Exhibit B. The OSO/Coordinator will be under the direct supervision of the Director of the Department of Public Information and Civic Engagement and will have support from the staff of Workforce Development.

XI. Fiscal Controls.

- A. The City agrees to maintain its books and records in accordance with the Uniform Guidance, to satisfactorily account for all monies spent under this Agreement.
- B. In no case shall the City be paid in advance of work performed or services rendered.
- C. Funds allocated to the City under this Agreement or any amendment hereto are contingent upon the CLEO and the Board's receipt of the federal grant funds under which this Agreement is funded. The CLEO and the Board, therefore, reserve the right to unilaterally deobligate funds based upon the funds awarded to the Ozark Region Workforce Development Area; or, if necessary, to suspend or terminate this Agreement instantaneously and as may be necessitated by Ozark Region Workforce Development Area's funding levels. Any deobligation of funds allocated under this Agreement shall be effective upon notification to the City by the Board through its Chair.

XII. Conflicts of Interest and Firewalls.

- A. The CLEO, the Board, and its standing committees shall not cast a vote on any matter which has direct bearing on services to be provided by that member (or any organization which such member directly represents) or on any matter which would provide direct financial benefit to such member or the immediate family of such member, nor shall any such person engage in any activity determined by the Governor to constitute conflict of interest as specified in the state plan.
- B. Such individuals identified above shall identify any real or perceived conflict of interest prior to discussion and be prohibited from participating in discussion on the matter. The minutes of the meeting shall document compliance with the conflict-of-interest requirements.

XIII. Term of Agreement.

The initial term of this Agreement shall be for one (1) year commencing on the ____ day of _____, 2022, and ending on the ____ day of _____, 2023. The Agreement will continue from year to year, unless terminated by the Executive Committee of the Board or the City Manager.

[Remainder of page intentionally left blank. Signature page follows.]

Approved as to form:

Assistant City Attorney

SIGNED this _____ day of _____, 2022.

Bob Dixon, Chair, Council of Local
Elected Officials

Date

Susan Johanson, Chair, Ozark Region
Workforce Development Board

Date

Bill Skains, Interim Executive Director of
Ozark Region Workforce Development Office

Date

Jason Gage, City Manager, City of Springfield

Date

EXHIBIT A

Salaries and Wages

Staff Salaries are directly identifiable with program tasks assigned to staff. These direct staffing costs are identified on payroll records as specific program projects and tasks occur. The budget amount is based on estimated need to complete the program functions on an annual basis.

Salary/Wages: \$44,855.60

Fringe Benefits

Payroll fringe benefits for the direct staff salaries and wages are associated with direct administrative salaries and wages. The budget amount is based on historical fringe cost and possible fringe increases on an annual basis for the positions listed

- FICA/Medicare – 7.65% of staff salaries and wages
- LAGERS – Estimated to be 16.21% of staff salaries and wages
- WORKMENS COMP – Estimated to be 0.89% of staff salaries and wages
- HEALTH INSURANCE – Monthly Cost Estimated to be \$485 for full time positions only

Fringe: \$16,507.80

Mileage

Program staff mileage reimbursement is associated with one-day travel in daily operations. The reimbursement is calculated at 100% of the standard mileage rate allowed by the Internal Revenue Service for tax purposes.

Mileage: \$1,120.00

Total Budget

Total budget amounts are based on estimated hours needed to complete the program functions on an annual basis. Actual costs will be directly related to the hours and miles reported through electronic timesheets for the listed staff positions. Bi-weekly payroll reports will be available indicating direct program expenses.

Wages:	\$44,865.60
Fringe:	\$16,507.80
Mileage:	<u>\$ 1,120.00</u>
Cell Phone	<u>480.00</u>
Travel	<u>\$2,500.00</u>
Supplies	<u>\$1,000.00</u>

\$66,473.40

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 04-26-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-096

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 the Hatch Foundation to accept \$100,000, and to enter a
3 Memorandum of Understanding with City Utilities of Springfield to
4 accept \$60,000, with all such funds to be applied towards the
5 \$200,000 local cost share requirement for the Lake Springfield
6 Master Planning grant from the United States Department of
7 Commerce Economic Development Administration; and amending
8 the budget of the Department of Economic Vitality for Fiscal Year
9 2021-2022 in the amount of \$160,000.

10
11
12 WHEREAS, City Council authorized the City Manager, or his designee, by
13 Resolution 10598 passed on September 21, 2021, to apply for a grant of up to
14 \$1,000,000 from the United States Department of Commerce Economic Development
15 Administration ("EDA") for the purpose of further planning efforts and studies needed for
16 the development of the Lake Springfield area ("Project"); and

17
18 WHEREAS, on February 10, 2022, the Department of Commerce announced
19 that the EDA would be awarding the City of Springfield a grant of \$800,000, funded by
20 the American Rescue Plan and EDA's Communities Commitment, to carry out the
21 Project; and

22
23 WHEREAS, City Council authorized the City Manager, or his designee, by
24 Special Ordinance 27659, to accept \$800,000 in grant funds from the EDA to carry out
25 the Project; and

26
27 WHEREAS, the EDA grant for the Project requires \$200,000 in local cost share
28 funds; and

29
30 WHEREAS, the Hatch Foundation ("Hatch") submitted a commitment letter for
31 the City's EDA grant application agreeing to contribute \$100,000 in direct cost share
32 towards eligible expenses for the Project, and the City and Hatch desire to enter an
33 agreement setting forth the terms of payment of this cost share; and

WHEREAS, City Utilities of Springfield ("CU") submitted a commitment letter for the City's EDA grant application agreeing to contribute \$60,000 in direct cost share towards eligible expenses for the Project, and the City and CU desire to enter a Memorandum of Understanding setting forth the terms of payment of this cost share.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with Hatch, substantially in the form of "Exhibit B," which is attached hereto and incorporated herein by reference, to accept \$100,000 in local cost share funds for the Project.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a Memorandum of Understanding with CU, substantially in the form of "Exhibit C," which is attached hereto and incorporated herein by reference, to accept \$60,000 in local cost share funds for the Project.

Section 3 – The budget of the City's Department of Economic Vitality for the Fiscal Year 2021-2022 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 077, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 4 – City Council finds that the budget adjustment made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-096

FILED: 04-26-22

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To authorize the City Manager to enter into an Agreement with the Hatch Foundation to accept funds in the amount of \$100,000 and to enter into an Agreement with City Utilities of Springfield to accept funds in the amount of \$60,000 to be applied towards the \$200,000 cost share requirement for the Lake Springfield Master Planning grant from the US Department of Commerce, Economic Development Administration (“EDA”); and amending the budget of the Department of Economic Vitality in the amount of \$160,000.

BACKGROUND INFORMATION: On September 20, 2021, City Council passed a Resolution No. 10598 authorizing the City Manager to apply for this grant. On February 22, 2022, City Council passed Special Ordinance 27659 authorizing the City Manager to accept the EDA grant funds and amend the budget in the amount of \$800,000. The grant award and local cost share will be used to complete studies and a master plan for the former Coal Power Plant and surrounding Lake Springfield area. This grant is funded by the American Rescue Plan and EDA’s Communities Commitment, which allocated \$300 million to support coal communities as they recover from the pandemic and to help them create new jobs and opportunities, including through the creation or expansion of new industry sectors.

REMARKS: The \$160,000 provided by the Hatch Foundation and City Utilities in addition to \$40,000 from Environmental Services Department, previously budgeted, will fulfill the \$200,000 local cost share requirement for the \$800,000 federal funds for a total project budget of \$1 million. Cost share will be used for eligible grant activities including professional services to conduct a hydrological study and develop a master plan with elements dedicated to long-term sustainable and equitable economic development, multimodal transportation and access, enhanced recreational and cultural amenities, public facilities, and infrastructure. Community engagement, led by the Public Information Office, will be funded under the grant, and woven throughout the study and planning process. Community organizations will be involved including the Springfield-Greene County Park Board, the Board of Public Utilities, Southwest Missouri Council of Governments, Ozarks Transportation Organization, Watershed Committee of the Ozarks, Ozark Greenways, Environmental Advisory Board, James River Basin Partnership, Southwest Missouri Indian Center, and many more.

Submitted by:



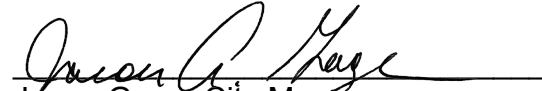
Olivia Hough, Senior Planner

Recommended by:



Amanda Ohlensehlen, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

EXHIBIT A, Budget Adjustment

EXHIBIT B, Hatch Agreement

EXHIBIT C, Memorandum of Understanding

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
077

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21170	23	60210	416010	103139	00000	\$ 60,000	City Utilities Cost Share
21170	23	60210	416010	103138	00000	100,000	Hatch Foundation Cost Share
Net Revenue Adjustment						\$ 160,000	

Expenditures:

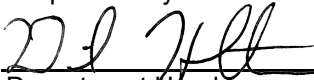
Fund	Dept	Org	Account	P&G	Location	Amount	Description
21170	23	60210	504580	103139	00000	\$ 60,000	City Utilities Cost Share
21170	23	60210	504580	103138	00000	100,000	Hatch Foundation Cost Share
Net Expenditure Adjustment						\$ 160,000	

Fund Balance Appropriation:

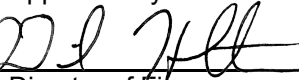
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating the cost share in conjunction with a Federal United States Department of Commerce grant for the Springfield Lake Development project.

Requested By:

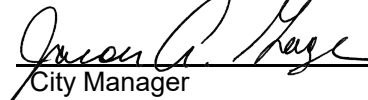

Department Head 04-26-2022
Date

Approved By:


Director of Finance 04-26-2022
Date

Authorization:

Council Bill No. 2022-096
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____


City Manager 04-26-2022
Date

Agreement Regarding the Lake Springfield Area Hydrological Study and Master Plan Project

THIS AGREEMENT ("Agreement") is made and entered into on the ___ day of ____, 2022, by and between the City of Springfield ("City"), a municipal corporation, and the Hatch Foundation ("Hatch"), a Missouri 501 (c)(3) organization, pursuant to Section 70.220 RSMo.

WHEREAS, the City applied for a grant from the United States Department of Commerce's Economic Development Administration ("EDA") to conduct studies needed for future development of the Lake Springfield area and to complete a Vision and Master Plan for this area (the "Project"); and

WHEREAS, Hatch submitted a commitment letter for the City's grant application to the EDA on September 30, 2021, agreeing to contribute \$100,000 in direct cost share towards eligible expenses for the Project; and

WHEREAS, the EDA awarded the City an \$800,000 grant, funded by the American Rescue Plan and EDA's \$300 million Coal Communities Commitment, for the Project; and

WHEREAS, the City and Hatch desire to enter an agreement setting forth the parties' mutual responsibilities with regard to the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. **Hatch's Contribution.** Hatch agrees to contribute a total of \$100,000 to the City in direct cost for the Project. City shall invoice Hatch every six months, starting September 30, 2022, as Project costs are incurred, and Hatch shall for eligible costs within 30 days of the date of the invoice. Hatch may, at its discretion, participate on the Project team.

2. **City's Responsibility.** The City agrees to perform the Project activities set forth in the EDA Grant Agreement for the Springfield Lake Master Plan, Award Number 05-79-06149.

3. **Term.** The payments from Hatch to the City shall be made as set forth in Paragraph 1, unless otherwise directed in writing by the City, but in any event, all of Hatch's payments required hereunder shall be made by November 30, 2024.

4. **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 Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Hatch covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Hatch further covenants that in the performance of this Agreement that no person having such interest shall be employed or compensated by Hatch.

5. **Assignment.** Hatch shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto.

6. **Discrimination.** Hatch agrees in the performance of this Agreement not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Hatch or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

7. **Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act).** That pursuant to Missouri Revised Statute Sections 34.600 et., seq., Hatch must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that Hatch is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

8. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Hatch), or by first class mail addressed to City or Hatch at the addresses shown below. 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 Hatch) 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.

City of Springfield
Attn: Olivia Hough
840 N. Boonville Ave.
Springfield, MO 65802
Phone: 417-864-1092
Fax: 417-864-1030

Hatch Foundation
Attn: Erin Danastasio

1525 E Republic Road Suite A100
Springfield MO 65804
Phone: (417) 888-1491
Email erin@hatchsgf.org

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

10. **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.

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

APPROVED AS TO FORM

Jill Burris, Assistant City Attorney

Hatch Foundation

Signature: _____

(Print name and title)

Date: _____

CITY OF SPRINGFIELD, MISSOURI

Signature: _____

By: _____
(City Manager or Designee)

Date: _____

Memorandum of Understanding
Regarding the Lake Springfield Area Hydrological Study and Master Plan Project

This Memorandum of Understanding ("MOU") is made and entered into on the __ day of ____, 2022, by and between the City of Springfield, Missouri ("City"), and City Utilities of Springfield, Missouri ("CU").

WHEREAS, the City applied for a grant from the United States Department of Commerce's Economic Development Administration ("EDA") to conduct studies needed for future development of the Lake Springfield area and to complete a Vision and Master Plan for this area (the "Project"); and

WHEREAS, CU submitted a commitment letter for the City's grant application to the EDA on September 27, 2021, agreeing to contribute \$60,000 in direct cost share towards eligible expenses for the Project; and

WHEREAS, the EDA awarded the City an \$800,000 grant, funded by the American Rescue Plan and EDA's \$300 million Coal Communities Commitment, for the Project; and

WHEREAS, although CU is not a recipient of the grant, the City and CU desire to enter this MOU setting forth how CU's payment will be made to support the project .

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this MOU, the parties agree as follows:

1. **CU's Contribution.** CU agrees to contribute a total of \$60,000 to the City in direct cost for the Project pursuant to the commitment letter dated September 27, 2021. City shall invoice CU for this amount, and CU shall pay this amount in a single lump sum within 30 days of the date of the invoice is received by CU.
2. **City's Responsibility.** The City agrees to use the funds set out above to perform the Project activities set forth in the EDA Grant Agreement for the Springfield Lake Master Plan, Award Number 05-79-06149.
3. **Conflicts.** CU covenants that no salaried officer or employee of CU and no member of the Board of Public Utilities has a present financial interest in the Project and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Agreement.
4. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to CU), or by first class mail addressed to City or CU at the addresses shown below. 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 CU) 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.

City of Springfield
Attn: Olivia Hough
840 N. Boonville Ave.
Springfield, MO 65802
Phone: 417-864-1092
Fax: 417-864-1030

City Utilities
Attn: Drew Hilpert, Deputy General Counsel
301 East Central St.
Springfield, MO 65802
Phone: 417-831-8609
Fax: 417.831.8303

5. **Choice of Law.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri.

6. **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.

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

APPROVED AS TO FORM

Jill Burris, Assistant City Attorney

City Utilities of Springfield

Signature: _____

By: _____
Gary Gibson, President/CEO

Date: _____

CITY OF SPRINGFIELD, MISSOURI

Signature: _____

By: _____
(City Manager or Designee)

Date: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed 04-26-22

Sponsored by: Ollis

First Reading: _____

Second Reading _____

COUNCIL BILL 2022-097

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule by making provision for fifteen new job titles, and the Professional, Administrative and Technical Unclassified Schedule by making provision for one new job title.

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

NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical ("PAT") Schedule is hereby amended by adding the following job title:

Proposed Job Title and Salary Grade
(Title to be Added)

Classification:

Salary Grade:

NIBRS Representative	PAT-5
Assistant Tennis Professional	PAT-5
Veterinary Technician	PAT-6
Ice Hockey Development Specialist	PAT-7
Timmons Hall Education Coordinator	PAT-7
Head Tennis Professional	PAT-7
Ice Skating Coordinator	PAT-7
Mayor's Commission for Children Coordinator	PAT-8
Community Archery Coordinator	PAT-8

CDSP Coordinator	PAT-8
Facilities Project Coordinator	PAT-9
Horticulture Supervisor	PAT-9
Friends of the Garden Coordinator	PAT-9
Sister Cities Coordinator	PAT-9
Arboriculture Supervisor	PAT-9

Section 2 – Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Unclassified Schedule is hereby amended by adding the following job title:

Proposed Job Title and Salary Grade
(Title to be Added)

Classification:	Salary Grade:
-----------------	---------------

Director of Quality of Place Initiatives	PAT-14U
---	----------------

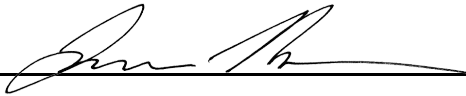
Section 3 – This Ordinance shall be in full force and effect from and after passage.

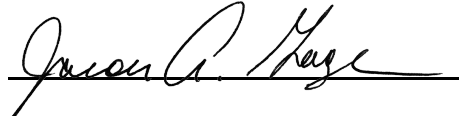
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022- 097

FILED: 04-26-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend Chapter 2, Article III, Division 1 of the Code of Ordinances of the City of Springfield, Missouri, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making provision for sixteen (16) new job titles.

BACKGROUND: This Council bill contains recommendations related to job title additions due to department organizational changes and job studies recently completed by Human Resources. New job title additions include: NIBRS Representative, PAT-5; Assistant Tennis Professional, PAT-5; Veterinary Technician, PAT-6; Ice Hockey Development Specialist, PAT-7; Timmons Hall Education Coordinator, PAT-7; Head Tennis Professional, PAT-7; Ice Skating Coordinator, PAT-7; Mayor's Commission for Children Coordinator, PAT-8; Community Archery Coordinator, PAT-8; CDSP Coordinator, PAT-8; Director of Quality of Place Initiatives, PAT-14U; Facilities Project Coordinator, PAT-9; Horticulture Supervisor, PAT-9; Friends of the Garden Coordinator, PAT-9; Sister Cities Coordinator, PAT-9; and Arboriculture Supervisor, PAT-9.

REMARKS: Human Resources has completed job studies and recommends the establishment of the new job titles based on organizational changes and the results from the job studies. Based on the scope of responsibility required of each position, the recommended salary grade assignments as outlined in the attached Council Bill are consistent with the overall level of responsibility and in some cases will result in reclassifications for incumbent employees.

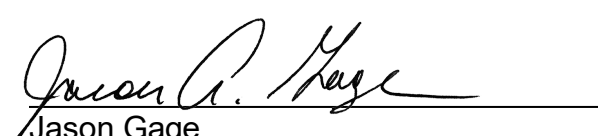
BUDGET NOTE: The recommendations and explanations contained herein are consistent with Council's policies. No funds are requested; therefore, a budget adjustment is unnecessary.

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

Submitted by:


Darla Morrison,
Director of Human Resources

Approved by:


Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-098

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of M & P Estates, generally located at 615 East
4 Dale Street, upon the applicant filing and recording a final plat that
5 substantially conforms to the preliminary plat; and authorizing the City
6 Clerk to sign the final plat upon compliance with all the terms of this
7 Ordinance. (Staff recommends that City Council accept the public
8 streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of M & P Estates dated March 29, 2022,
12 is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on April 7, 2022, the Planning and Zoning Commission of the City of
15 Springfield, Missouri, conditionally approved the Preliminary Plat of M & P
16 Estates, which is generally located at 615 East Dale Street.
17

18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
19 SPRINGFIELD, MISSOURI, as follows, that:
20

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of M & P
24 Estates, which is generally located at 615 East Dale Street, as approved by the
25 Planning and Zoning Commission. The original plat of M & P Estates is on file in the
26 Department of Planning and Development (“Approved Preliminary Plat”), a reduced
27 version of which is attached hereto for general reference as “Exhibit B - Attachment 3.”
28 All of “Exhibit B,” including attachments, is incorporated herein by this reference.
29

30 Section 2 – The Director of Planning and Development shall be authorized to
31 accept the land, easements, and improvements dedicated to the City, as shown on said
32 plat, upon the applicant filing and recording a final plat in accordance with this
33 Ordinance and the Subdivision Regulations of the City, which final plat shall

substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachments 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B".

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -098

FILED: 04-26-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of M & P Estates, generally located at 615 East Dale Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of M & P Estates dated March 29, 2022, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 3.
- B. The Planning and Zoning Commission held a public hearing on April 7, 2022, and approved the Preliminary Plat by a vote of 8 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate residential development for this property, which is consistent with the Plan. The Major Thoroughfare Plan classifies North Washington Avenue as a Collector and East Dale Street as a Collector which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Susan Istenes, AICP Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

EXHIBIT A

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – April 7, 2022**

Preliminary Plat of M & P Estates Subdivision
615 East Dale Street

Applicant: Mercado and Peterson, LLC

Mr. Hosmer states that this is a request to approve a 0.18-acre preliminary plat for a 3-lot residential subdivision located at 615 East Dale. The Comprehensive Plan identifies this area as Low-Density Housing. Transportation Plan classifies Dale and Washington as a collector roadway. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention will be required. The property is currently zoned R-TH, Residential Townhouse District and Single-Family homes are allowed (5,000 sf lots). The current size of the proposed lots would not allow the construction of duplexes, townhomes, or patio homes. The applicant's intent is to demolish the current residential dwelling on the property and build residential homes. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Darius Mercado, 615 E. Dale, here to answer any questions.

Ms. Paula Ball, 2108 N. Washington lives next to the proposed development asked about the alignment of the houses on Washington Avenue (south or north alignment) due to the driveways that have direct bus front parking and if the children will have room to play because it is a busy intersection.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Preliminary Plat of M & P Estates Subdivision (615 East Dale Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

CITY COUNCIL PUBLIC HEARING:

APRIL 7, 2022

MAY 2, 2022

CASE: Preliminary Plat of M & P Estates

ACRES: .18

LOCATION: 615 East Dale Street

EXISTING LAND USE: Single-Family Home

APPLICANT: Mercado and Peterson, LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:

Approve w/Conditions

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



SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a three-lot residential subdivision named "M & P Estates" to facilitate residential development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

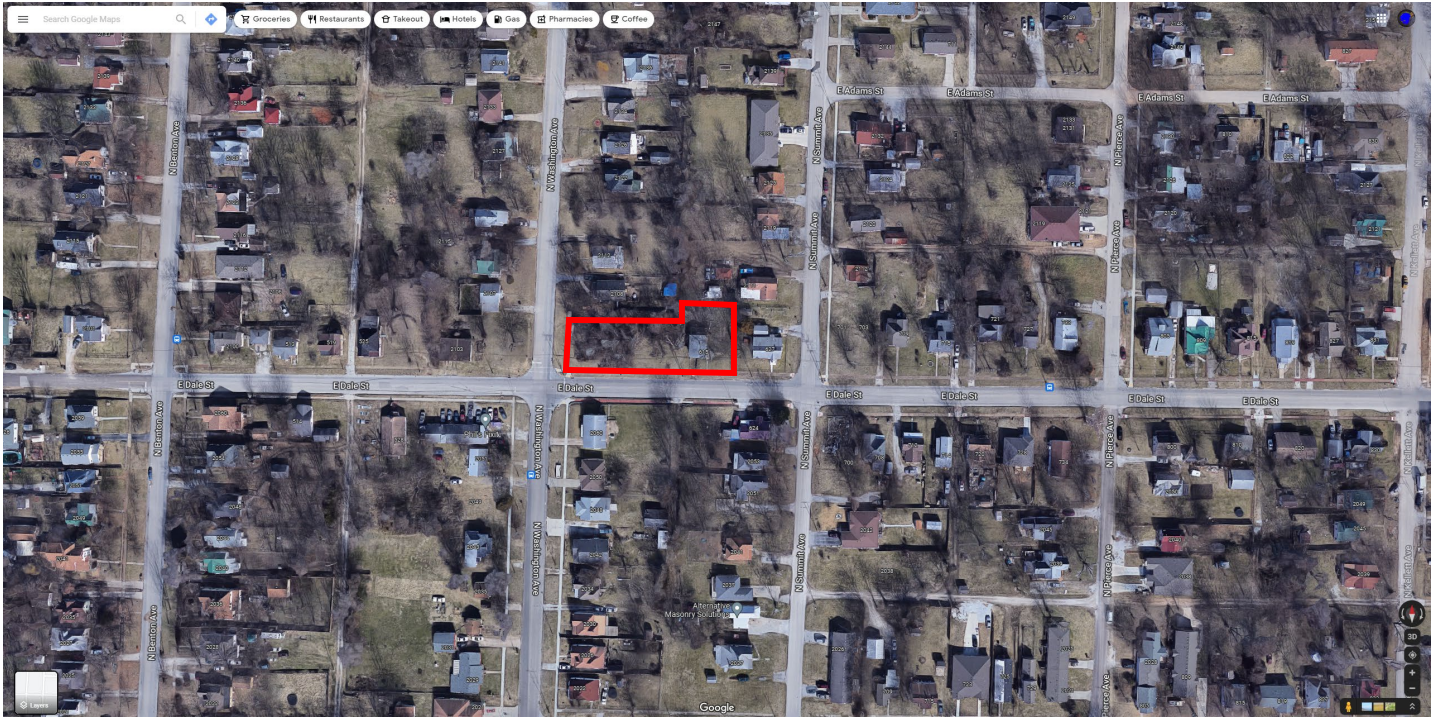
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-TH	R-TH	R-TH	R-TH
LAND USE	Single-Family Residential	Single-Family Residential	Single-Family Residential	Single-Family Residential

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



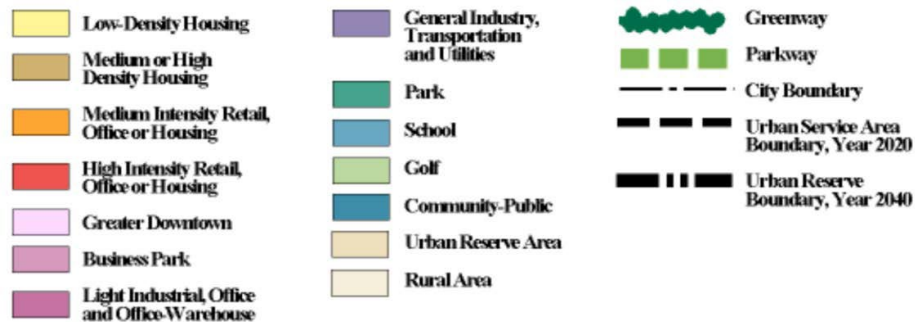
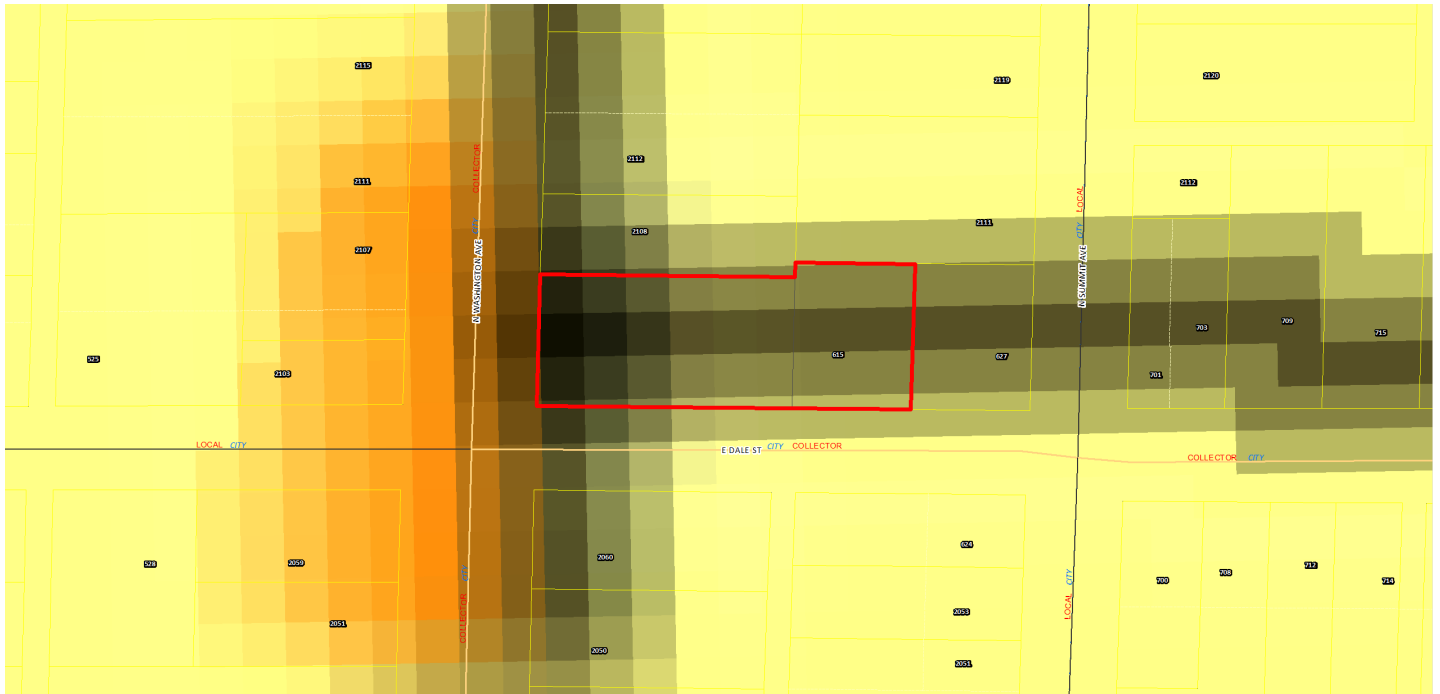
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was originally annexed by the City of North Springfield in 1886. In the next year, North Springfield was consolidated with the rest of the City of Springfield. The property has never been subdivided by a Major Subdivision.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

- (3) Preliminary plat.
- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
 - (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
 - (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
 - (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve, or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
 - (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
 - (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
 - (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
 - (h) Effective period of preliminary approval.
 - 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 - 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR RESIDENTIAL TOWNHOUSE DISTRICT (R-TH)
Minimum Lot Size	1. Single-Family Detached: 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: 3,000 square feet (Interior lots) OR 4,000 (End lots) 5. All other uses: 7,500 square feet
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 more than 15 feet in width: 45 feet or three stories above the finished grade.
Front Yard Setback	1. 25 feet along a street classified as a collector or higher or as required by section 36-453. 2. 15 feet along a street classified as a local street (garages setback a minimum of 20 feet) 3. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363 or with an approved preliminary plat in accordance with the city's subdivision regulations.
Side and Rear Setbacks	1. Side yard a. Townhouses: 6 feet b. All other uses: 5 feet 2. Rear yard: Ten percent of the lot depth, but may not be less than ten feet nor will more than 20 feet be required
Street Classification	North Washington Avenue – Collector East Dale Street – Collector
Sidewalks (Per Sec.36-471)	Sidewalk is required to be constructed along the property frontage on N. Washington Avenue. Plans must be submitted, approved and the sidewalk constructed, or funds escrowed prior to approval of the final plat. The applicant has the option to apply to the ARC for approval to pay a fee in lieu of sidewalk construction. This can be done through eCity. If approved, the fee must be paid prior to approval of the final plat. The current fee is \$31.46 per linear foot.
Open Space Requirement	Not less than 20 percent of the total lot area shall be devoted to open space including required yards and buffer yards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking areas, driveways, and internal streets. Open space shall contain living ground cover and other landscaping materials.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate residential development for this property, which is consistent with the *Plan*. The Major Thoroughfare Plan classifies North Washington Avenue as a Collector and East Dale Street as a Collector which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately .18 acres of property into a three-lot (3) subdivision plat named "M & P Estates" to facilitate residential development on the property. The current size of the proposed lots would not allow the construction of duplexes. The applicant states it is planned to demolish the current residential dwelling on the property.
2. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

Development Review Staff Report



3. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES COMMENTS:

No issues generally with Prelim Plat. CU will want a 10' utility easement along Dale and Washington frontages which can be added on the Final Plat. Elec/Water is available to all proposed lots. Gas is not currently available to proposed lot 2 but could be extended per CU's extension policy if desired.

ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION COMMENTS:

1. Public improvements will be required to extend sewer north to the property line. Show the proposed sewer extension on the plat.
2. May need to dedicate a sanitary sewer easement on lots 2 and 3 to allow for lateral connections to the sewer extension.
3. Will need to determine if a lateral can be added to the sewer main in Washington under the proposed detention. The existing sewer is approx. 7 feet deep.

SEDIMENT EROSION CONTROL COMMENTS:

Per City Code Sec. 96-44, a city land disturbance permit will NOT be required for future development. This is due to the estimated area of disturbance being less than 1 acre.

PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION COMMENTS:

1) For your information: IF required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat and/or issuance of the Building Permit. A security (cash escrow, letter of credit, or performance bond) can be utilized in lieu of the construction of Public Improvements prior to approval of final plat or issuance of a building permit. Generally, most securities will be approved, but are reviewed on a case-by-case basis as outlined in City Code Sect. 98-14. IF securities are utilized, you will have one year to construct the submitted and approved public improvements (3 years for sidewalk) after approval of the final plat or issuance of the building permit. If securities are desired, please see the link below to complete a Request to Secure Public Improvements Form and the Security Checklist which provides links to forms and more information on the process. It is highly recommended you contact Andrew Flippin (aflippin@springfieldmo.gov) for more detailed information and instructions if you desire to submit securities.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Pea Ridge Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention will not be allowed and detention is required. The property 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 North. A fee in lieu of constructing onsite stormwater detention will not be permitted.
2. Water Quality will not be required because the property is less than one acre. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: <https://www.springfieldmo.gov/2120/Resources>.
5. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Development Review Staff Report



Per City Code 36-471, sidewalk is required to be constructed along the property frontage on N. Washington Avenue. Plans must be submitted, approved and the sidewalk constructed, or funds escrowed prior to approval of the final plat. The applicant has the option to apply to the ARC for approval to pay a fee in lieu of sidewalk construction. This can be done through eCity. If approved, the fee must be paid prior to approval of the final plat. The current fee is \$31.46 per linear foot.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both E. Dale Street and N. Washington Avenue as Collector roadways. The standard right-of-way width for both E. Dale Street and N. Washington Avenue is 30-feet from the centerline. According to the survey It appears additional right-of-way is not needed along either E. Dale Street or N. Washington Avenue. It appears no additional right-of-way is needed based on the survey for the plat. E. Dale Street and N. Washington Avenue are both city maintained streets.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. Dale Street. Any new proposed driveway approaches must meet the minimum spacing requirements set forth in Springfield City Code. On Street parking is not allowed along the property frontage on E. Dale Street, but is allowed along a portion of the property frontage on N. Washington Avenue.

SIDEWALK

There is existing sidewalk along the property frontage of E. Dale Street. Sidewalk will need to be constructed prior to approval of a final plat or a fee in lieu of approved by the ARC. If the developer wishes to seek approval to pay a fee in lieu of, this must be done by applying to the ARC for approval through eCity. If approved, the fee must be paid prior to approval of the final plat. The current fee is \$31.46 per linear foot.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	E. Dale Street	Collector	No	30	30
Street 2	N. Washington Avenue	Collector	Yes	30	39

Development Review Staff Report



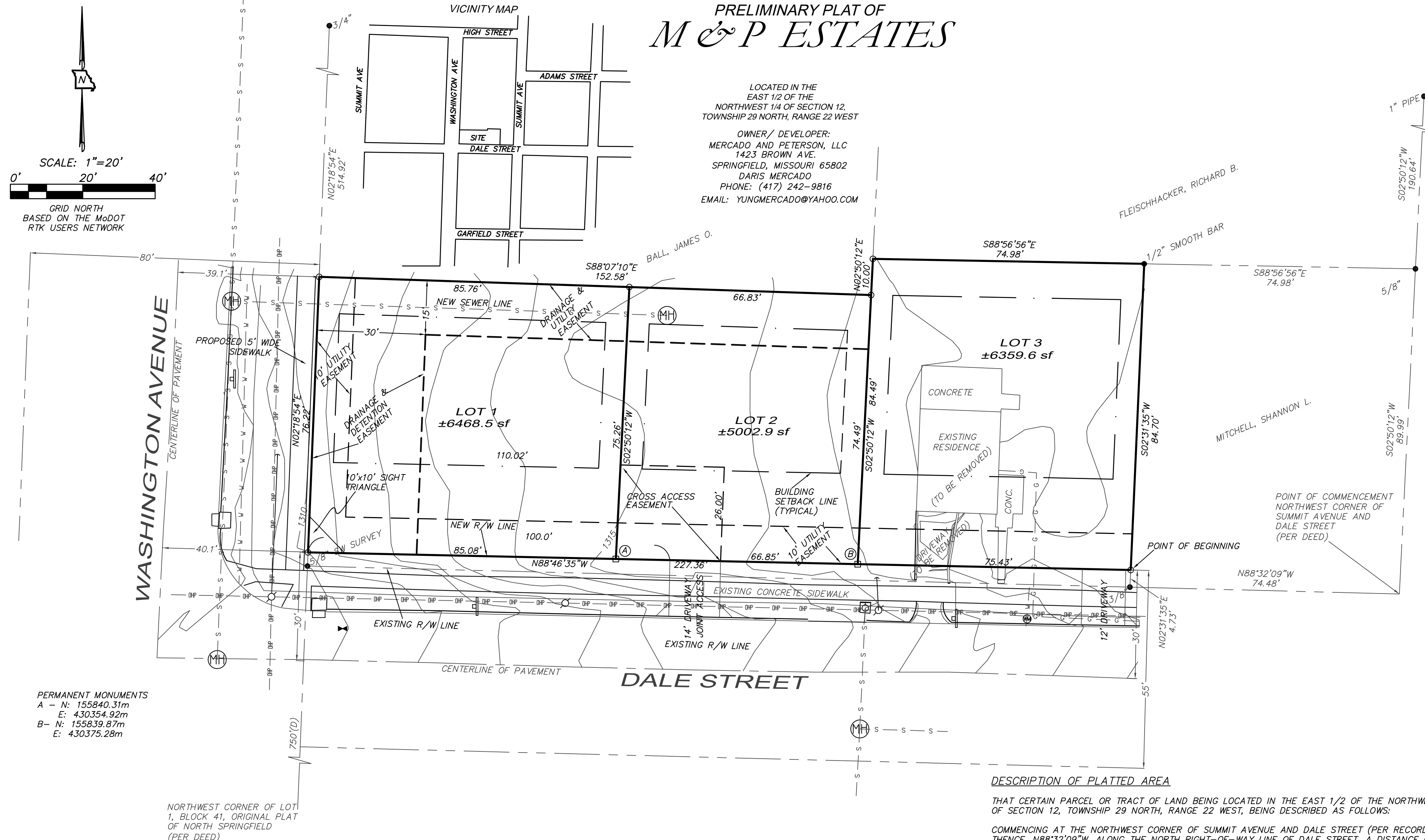
CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



WHITE
LAND SURVEYING, LLC

222 OLD TOWN RD.
BILLINGS, MISSOURI
PHONE: 417.732.0005
email: info@whitelandsurvey.com
www.whitelandsurvey.com

SURVEY DATE: 10.26.2021

DWG DATE: 03.29.2022

DRAWN BY: MW

S/T/R: 12/29/22

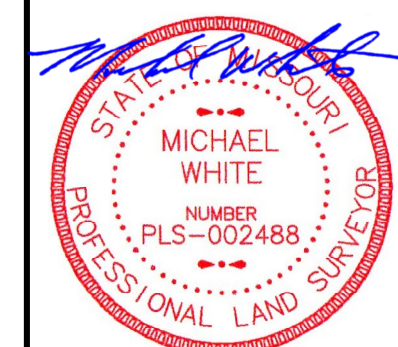
PROJECT No.: 2021-232

PREPARED FOR
MERCADO & PETERSON, LLC
PROJECT LOCATION: 615 E. DALE STREET
SPRINGFIELD, GREENE COUNTY, MISSOURI

PREPARED BY:

MICHAEL WHITE - MISSOURI
PROFESSIONAL LAND
SURVEYOR #2488

WHITE LAND SURVEYING, LLC -
MISSOURI PROFESSIONAL
LAND SURVEYING
CORPORATION #2003000370



03/29/2022

© Copyright 2021 - White Land Surveying, LLC

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-099

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Northside Renewal, generally located at 1502
4 West Kearney Street, upon the applicant filing and recording a final
5 plat that substantially conforms to the preliminary plat; and authorizing
6 the City Clerk to sign the final plat upon compliance with all the terms
7 of this Ordinance. (Staff recommends that City Council accept the
8 public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Northside Renewal dated March 24,
12 2022, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on April 7, 2022, the Planning and Zoning Commission of the City of
15 Springfield, Missouri, conditionally approved the Preliminary Plat of Northside
16 Renewal, which is generally located at 1502 West Kearney Street.
17

18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
19 SPRINGFIELD, MISSOURI, as follows, that:
20

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Northside
24 Renewal, which is generally located at 1502 West Kearney Street, as approved by the
25 Planning and Zoning Commission. The original plat of Northside Renewal is on file in
26 the Department of Planning and Development ("Approved Preliminary Plat"), a reduced
27 version of which is attached hereto for general reference as "Exhibit B - Attachment 3."
28 All of "Exhibit B," including attachments, is incorporated herein by this reference.
29

30 Section 2 – The Director of Planning and Development shall be authorized to
31 accept the land, easements, and improvements dedicated to the City, as shown on said
32 plat, upon the applicant filing and recording a final plat in accordance with this
33 Ordinance and the Subdivision Regulations of the City, which final plat shall

substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachments 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B".

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 099

FILED: 04-26-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Northside Renewal, generally located at 1502 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Northside Renewal dated March 24, 2022, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 3.
- B. The Planning and Zoning Commission held a public hearing on April 7, 2022, and approved the Preliminary Plat by a vote of 8 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations

section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

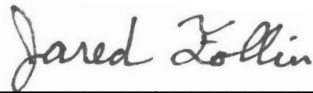
Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate commercial development on the property, which is not consistent with the Plan; however, it is consistent with the current zoning. In addition, the property location at a major intersection and its proximity to other commercial properties makes this site appropriate for commercial development. The Major Thoroughfare Plan classifies West Kearney Street as a Primary Arterial and North Kansas Expressway as an Expressway which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:



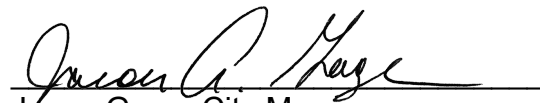
Jared Follin, Associate Planner

Recommended by:



Susan Istenes, AICP Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

EXHIBIT A

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – April 7, 2022**

Preliminary Plat of Northside Renewal Subdivision

1502 West Kearney Street

Applicant: Kansas & Kearney Intersection Center, LLC

Mr. Hosmer states that this is a request to approve a 4.97-acre preliminary plat for a 2-lot commercial subdivision located at 1502 W Kearney Street. The Comprehensive Plan identifies this area as Low-Density Housing (zoned HC). Transportation Plan classifies Kearney as a Primary Arterial and Kansas as an Expressway and the property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention will be required (proposed common area will serve as a detention basin). The property is currently zoned HC, Highway Commercial with COD No. 137. HC uses allowed. COD prohibits; campgrounds and recreational vehicle parks, outdoor storage is prohibited, retail or wholesale sale of vehicular trailers. A bufferyard type C shall be required along the south and east boundary Turner and Bolivar. Public improvements to Kansas, Kearney, and Turner and Vacate alleys (complete). If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Colony asked about a new ingress/egress off Turner Street to Kansas Expressway.

Mr. Brett Foster noted that there will be ingress/egress on Turner Street.

Mr. Doennig opened the public hearing.

Mr. Shawn Barry, 1550 E. Republic Road, representative for the developer and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Preliminary Plat of Northside Renewal Subdivision (1502 West Kearney Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP Planning Manager

Development Review Staff Report

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

APRIL 7, 2022

MAY 2, 2022

CASE: Preliminary Plat of Northside
Renewal

ACRES: 4.97

LOCATION: 1502 West Kearney Street

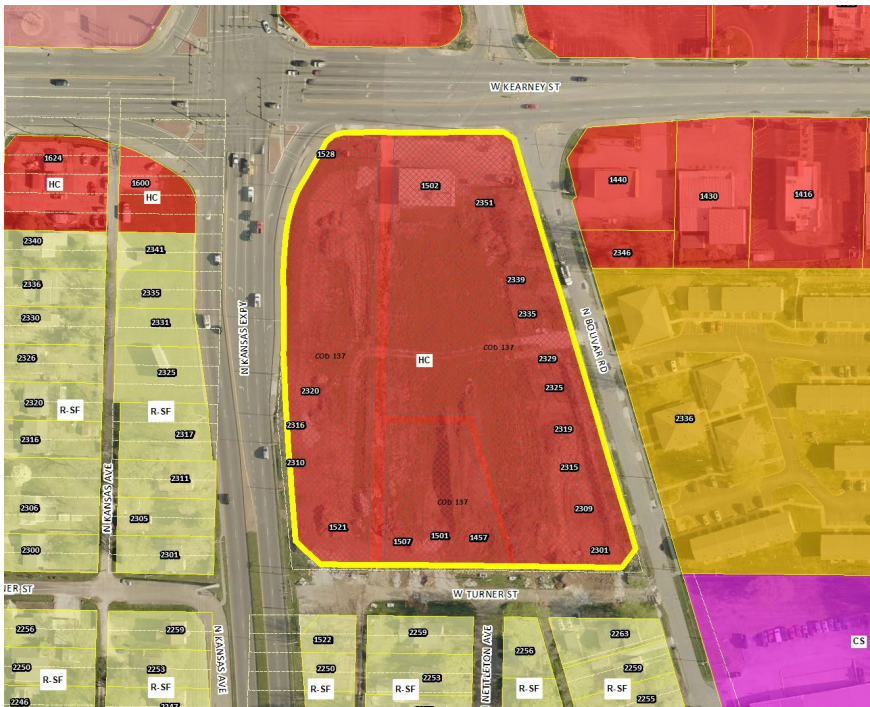
EXISTING LAND USE: Undeveloped

APPLICANT: Kansas and Kearney
Intersection Center, LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

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



SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot (2) commercial subdivision named "Northside Renewal" to facilitate commercial development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

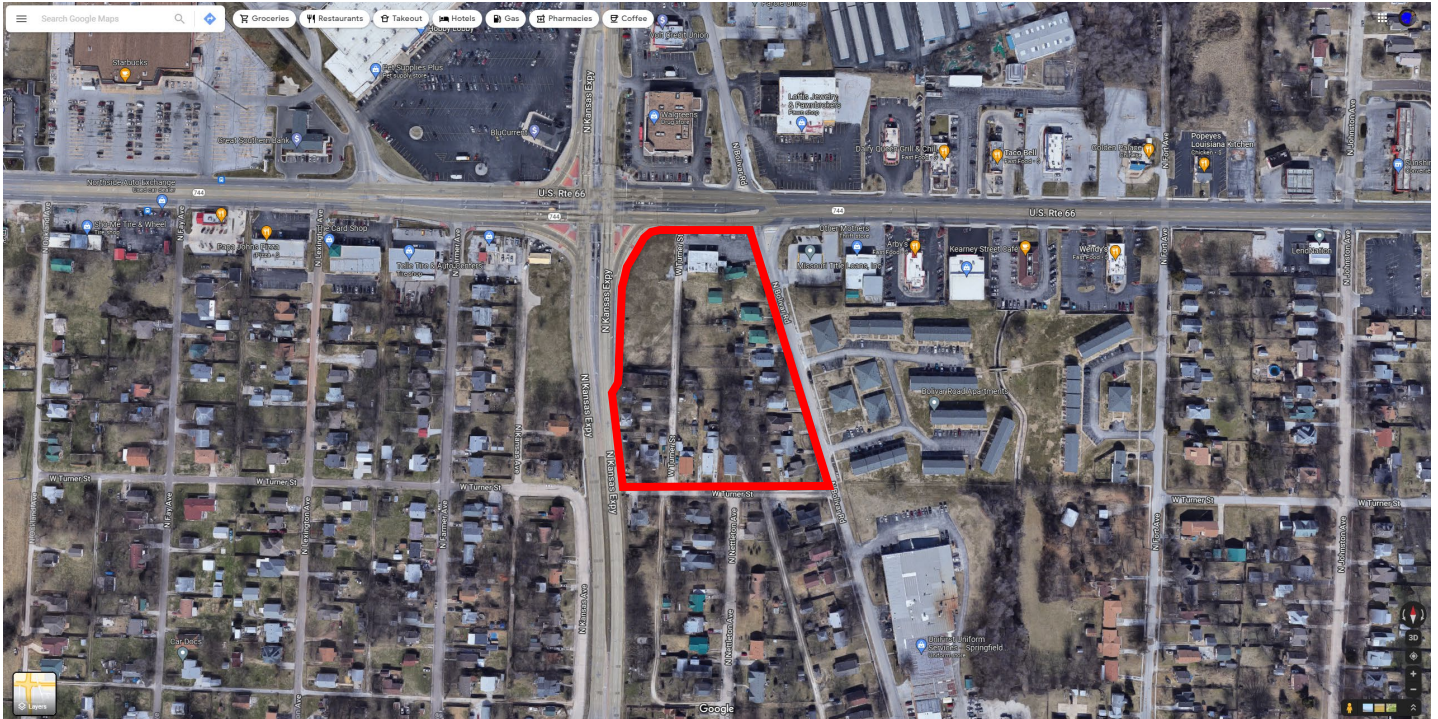
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC	R-SF	HC & R-LD	R-SF & HC
LAND USE	Commercial Retail	Single-Family Residential	Multi-Family Residential/Commercial	Single-Family Residential/Retail Sales

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



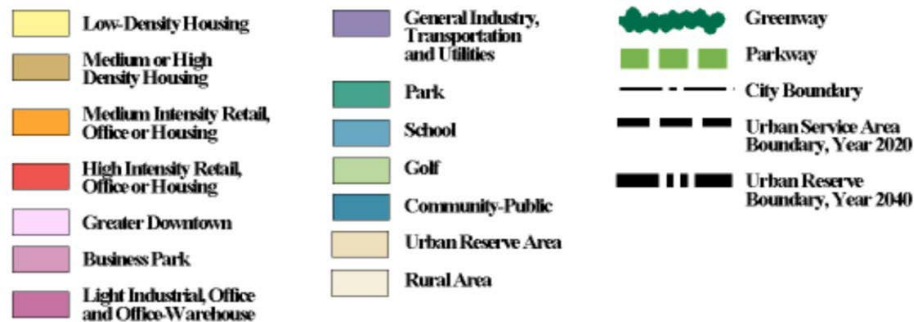
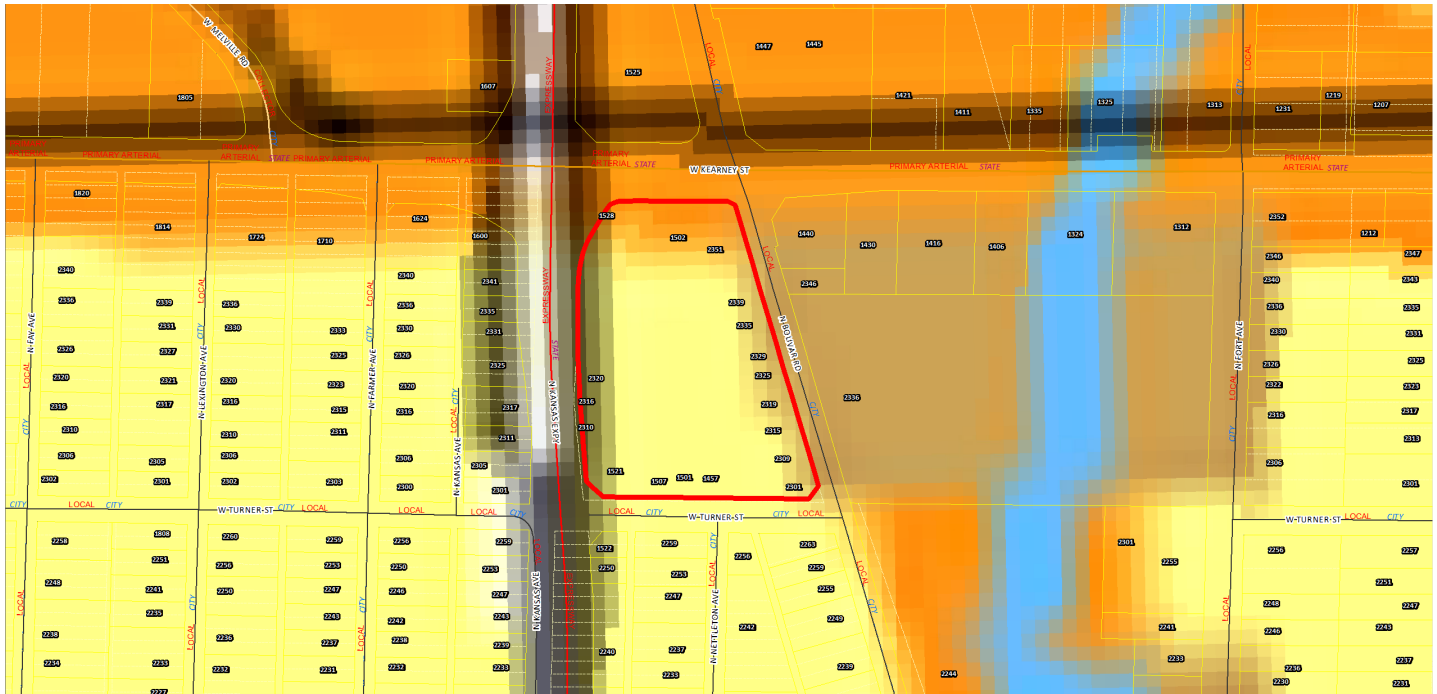
Development Review Staff Report



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was originally annexed by the City of North Springfield in 1886. In the next year, North Springfield was consolidated with the rest of the City of Springfield. The property has never been subdivided by a Major Subdivision.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve, or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL w/COD #137
Minimum Lot Size	None
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts
Front Yard Setback	1. 25 feet along a street classified as a collector or higher or as required by section 36-453. 2. 15 feet along a street classified as a local street (garages setback a minimum of 20 feet) 3. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363 or with an approved preliminary plat in accordance with the city's subdivision regulations. <i>Additional buffer yards may be required by subsection (8) or established by Conditional Overlay District #137.</i>
Side and Rear Setbacks	None, except as required by section 36-453, supplemental open space and yard regulations, and the buffer yard requirements in subsection (8) or established by Conditional Overlay District #137.
Street Classification	West Kearney Street – Primary Arterial North Kansas Expressway - Expressway North Bolivar Road – Local West Turner Street - Local
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage along N. Kansas Expressway, W. Kearney Street and N. Bolivar Road.
Open Space Requirement	Not less than 20 percent of the total lot area shall be devoted to open space including required yards and buffer yards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking areas, driveways, and internal streets. Open space shall contain living ground cover and other landscaping materials.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate commercial development on the property, which is not consistent with the *Plan*; however, it is consistent with the current zoning. In addition, the property location at a major intersection and its proximity to other commercial properties makes this site appropriate for commercial development. The Major Thoroughfare Plan classifies West Kearney Street as a Primary Arterial and North Kansas Expressway as an Expressway which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 4.97 acres of property into a two-lot (2) subdivision plat named "Northside Renewal" to facilitate commercial development on the property.
2. The current zoning is Highway Commercial with Conditional Overlay District #137.
3. The proposed common area will primarily serve as a detention basin and will be privately maintained by an association.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
5. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES COMMENTS:

Both proposed lots will have access to Water (along Kansas Expy) and Electric (along Kearney or Turner). If Gas is desired to Lot 1, a short main extension will be needed. Gas in this area is low pressure (7" WC Max). If high pressure is needed a longer extension would be needed. If 3 Phase Electric is needed for Lot 1, a short main extension will be needed from Bolivar Rd. A 10 utility easement will also be needed along the Kansas Expy frontage. This can be added to the final plat.

ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION COMMENTS:

1. Lot 1 of this proposed subdivision contains sewer district 115 of section 5, which was established by Ordinance Number 26339 on November 18, 2013. Tax Bill Nos. 53288a & 53289a were originally issued with a total combined assessment of \$46,634.77, approved by City Council with Ordinance Number 26516, on January 26, 2015. The original property owner(s) subsequently applied for and received a reduction in the sewer assessments through the City's Financial Assistance Program (City Code Sec. 98-286 (4)b.2.iii.B), which program is available only to properties of single-family residential use. Sewer Extension Cost Recovery (SECR) agreements were executed to reduce the sewer assessment to \$8,300 per lot for a total savings to the property owner(s) of \$30,034.77. Per the SECR agreements, for each additional water meter or increase in water meter size, a fee of \$6,700 would be required up to the remaining assessment value of the tax bills. This cost is to be collected at the time of development and issuance of permit fees.
2. Each lot has access to public sewer. Lot 1 has access in Turner and Lot 2 has access in Bolivar Rd.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

Detention is designed for the site at 80% impervious. PW Stormwater has no concerns.

The property is in the **Pea Ridge Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **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 will not be permitted.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: <https://www.springfieldmo.gov/2120/Resources>.
5. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

1. Please add a note to the plat stating "No access allowed to Kearney Street from Lot 2"
2. Please add a note to the plat stating "The access shown to Bolivar Road from Lot 2 is acceptable. No additional access will be allowed to Bolivar Road."
3. Please add a note to the plat stating "No access allowed to Kansas Expressway from Lot 1 or Lot 2"

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

Development Review Staff Report



City's Transportation Plan classifies both N. Kansas Expressway as an Expressway roadway, W. Kearney Street as a Primary Arterial roadway and N. Bolivar Road and W. Turner Street as Local roadways. The standard right-of-way width for N. Kansas Expressway is 65-feet from the centerline, for W. Kearney Street is 50-feet from the centerline and for N. Bolivar Road and W. Turner Street is 25-feet from the centerline. It appears additional right of way is needed along N. Kansas Expressway, however, this is determined by MoDOT as Kansas Expressway is under their jurisdiction. It appears additional right-of-way is not needed along W. Kearney Street, N. Bolivar Road or W. Turner Street. N. Kansas Expressway and W. Kearney Street are state maintained streets. N. Bolivar Road and W. Turner Street are city maintained streets.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from N. Kansas Expressway, two from W. Kearney Street and one on N. Bolivar Road. W. Turner Street is currently under construction and will have access as shown on the plat. Access will only be allowed as shown on the preliminary plat. On Street parking is not allowed along N. Kansas Expressway or W. Kearney Street, but is allowed along N. Bolivar Road and W. Turner Street.

SIDEWALK

There is existing sidewalk along the property frontage along N. Kansas Expressway, W. Kearney Street, N. Bolivar Road with the exception of a short gap along N. Kansas Expressway. This gap is required to be constructed. Sidewalk is also being constructed along with the improvements to W. Turner Street.

IMPROVEMENTS

Improvements were required to N. Kansas Expressway which have already been completed by the developer. Improvements to W. Turner Street are currently under construction and almost complete. There is a break in access from W. Turner Street to N. Kansas Expressway that has been approved.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	N. Kansas Expressway	Expressway	No	50	65
Street 2	W. Kearney Street	Primary Arterial	No	50	50
Street 3	N. Bolivar Road	Local	Yes	25	25
Street 4	W. Turner Street	Local	Yes	25	25

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

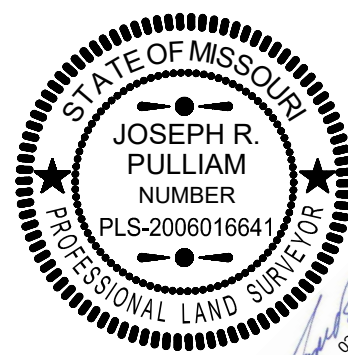
1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 29 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN
SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARING
MISSOURI STATE PLANE
NAD 83 CENTRAL ZONE

[illegible]

JOSEPH R. PULLIAM
MISSOURI PLS 2006016641



One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 100

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 2237 North Farmer Avenue to Affordable
2 Housing Action Board of Springfield, Inc., for \$15,300.00;
3 authorizing the issuance of a deed for same; and approving a
4 budget adjustment to amend the Fiscal Year 2021-2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 2237 North Farmer Avenue (the
8 "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$13,213.28; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Affordable Housing Action Board of Springfield, Inc., offered to buy
18 the Property for \$15,300.00, an offer the City Manager considers acceptable because it
19 was the highest bid received and was over the City's asking price; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 2237 North
28 Farmer Avenue depicted on "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, to Affordable Housing Action Board of Springfield, Inc., for the
30 price and sum of \$15,300.00.
31

32 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
33 Warranty Deed," said document to be substantially similar to "Exhibit B," which is

34 attached hereto and incorporated herein by this reference so as to convey title to the
35 real estate to the purchaser herein consistent with the offer and acceptance.
36

37 Section 3 – The budget of the Department of Building Development Services is
38 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
39 No. 062, a copy of which is attached hereto and incorporated herein by this reference
40 as “Exhibit C.”
41

42 Section 4 – City Council hereby finds that the budget adjustment made above
43 has been recommended by the City Manager.
44

45 Section 5 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City.
47

48 Section 6 – This Ordinance shall be in full force and effect from and after
49 passage.
50

51 Passed at meeting: _____
52

53 _____
54 Mayor
55

56 Attest: _____, City Clerk
57

58 Filed as Ordinance: _____
59

60 Approved as to form: Duke M. Donald, Assistant City Attorney
61

62 Approved for Council action: Jason A. Hays, City Manager
63
64

EXPLANATION TO COUNCIL BILL 2022 - 100

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2237 North Farmer Avenue to Affordable Housing Action Board of Springfield, Inc., for \$15,300.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 2237 North Farmer Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$13,213.28. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

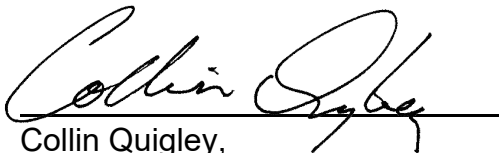
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



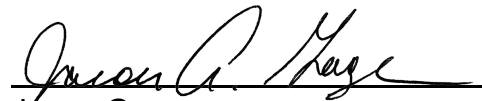
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Affordable Housing Action Board of Springfield, Inc., Grantee, at 430 E. Bob Barker Blvd., Springfield, Missouri 65802.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Two Hundred Fourteen (214) and Two Hundred Fifteen (215), in McKoin Plain, an addition in the City of Springfield, Greene County, Missouri; addressed as 2237 North Farmer Avenue.

Parcel No: 88-13-10-109-005

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before October 21, 2020. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2021, Page 020711-21 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
062

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 15,300.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 15,300.00	

Expenditures:

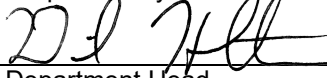
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 15,300.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 15,300.00	

Fund Balance Appropriation:

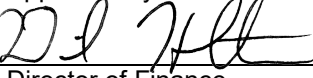
Fund	Title	Amount

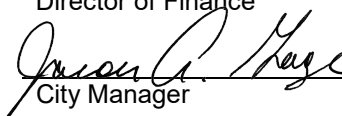
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 2237 N Farmer.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-100
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-101

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 2824 West Water Street to Affordable
2 Housing Action Board of Springfield, Inc., for \$16,600.00;
3 authorizing the issuance of a deed for same; and approving a
4 budget adjustment to amend the Fiscal Year 2021-2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 2824 West Water Street (the
8 "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$13,610.11; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Affordable Housing Action Board of Springfield, Inc., offered to buy
18 the Property for \$16,600.00, an offer the City Manager considers acceptable because it
19 was the highest bid received and was over the City's asking price; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 2824 West
28 Water Street depicted on "Exhibit A," which is attached hereto and incorporated herein
29 by this reference, to Affordable Housing Action Board of Springfield, Inc., for the price
30 and sum of \$16,600.00.
31

32 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
33 Warranty Deed," said document to be substantially similar to "Exhibit B," which is

34 attached hereto and incorporated herein by this reference so as to convey title to the
35 real estate to the purchaser herein consistent with the offer and acceptance.
36

37 Section 3 – The budget of the Department of Building Development Services is
38 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
39 No. 063, a copy of which is attached hereto and incorporated herein by this reference
40 as “Exhibit C.”
41

42 Section 4 – City Council hereby finds that the budget adjustment made above
43 has been recommended by the City Manager.
44

45 Section 5 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City.
47

48 Section 6 – This Ordinance shall be in full force and effect from and after
49 passage.
50

51 Passed at meeting: _____
52

53 _____
54 Mayor
55

56 Attest: _____, City Clerk
57

58 Filed as Ordinance: _____
59

60
61 Approved as to form: Duke M. Donald, Assistant City Attorney
62

63
64 Approved for Council action: Jason C. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022 -101

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2824 West Water Street to Affordable Housing Action Board of Springfield, Inc., for \$16,600.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 2824 West Water Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$13,610.11. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

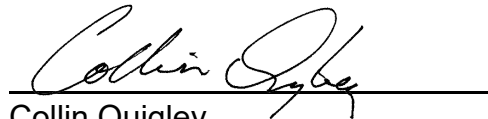
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



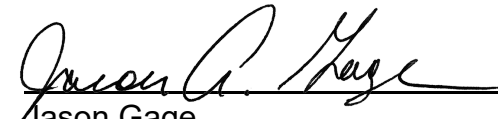
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Affordable Housing Action Board of Springfield, Inc., Grantee, at 430 E. Bob Barker Blvd., Springfield, Missouri 65802.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Seven (7), Block Twenty-Six (26), Westport Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 2824 West Water Street.

Parcel No: 88-13-21-129-017

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before December 11, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2020, Page 000651-20 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 16,600.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 16,600.00	

Expenditures:

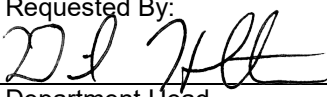
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 16,600.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 16,600.00	

Fund Balance Appropriation:

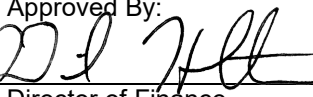
Fund	Title	Amount

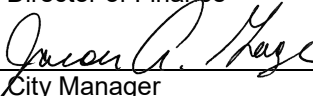
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 2824 W Water.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-101
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-102

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 1026 West Thoman Street to Randall
2 Gear, for \$9,010.00; authorizing the issuance of a deed for same;
3 and approving a budget adjustment to amend the Fiscal Year 2021-
4 2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 1026 West Thoman Street (the
8 "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$12,574.54; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Randall Gear, offered to buy the Property for \$9,010.00, an offer the
18 City Manager considers acceptable because there were no bids for the property after
19 two previous attempts to sell; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 1026 West
28 Thoman Street depicted on "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, to Randall Gear, for the price and sum of \$9,010.00.
30

31 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
32 Warranty Deed," said document to be substantially similar to "Exhibit B," which is
33 attached hereto and incorporated herein by this reference so as to convey title to the

34 real estate to the purchaser herein consistent with the offer and acceptance.

35
36 Section 3 – The budget of the Department of Building Development Services is
37 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
38 No. 064, a copy of which is attached hereto and incorporated herein by this reference
39 as “Exhibit C.”
40

41 Section 4 – City Council hereby finds that the budget adjustment made above
42 has been recommended by the City Manager.
43

44 Section 5 – The City Manager is directed to cause the appropriate accounting
45 entries to be made in the books and records of the City.
46

47 Section 6 – This Ordinance shall be in full force and effect from and after
48 passage.
49

50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59
60 Approved as to form: Duke M. Donald, Assistant City Attorney
61

62
63 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 102

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1026 West Thoman Street to Randall Gear, for \$9,010.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1026 West Thoman Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$12,574.54. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid after two previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

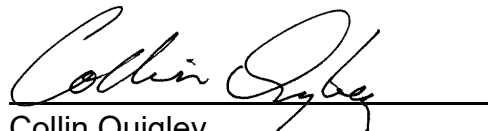
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Randall Gear, Grantee, at 4907 S. Bothwell Avenue, Springfield, Missouri 65804.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

Lot Thirty-Five (35) in the amended plat of New Ozark Heights Addition in the City of Springfield, Greene County, Missouri; addressed as 1026 West Thoman Street.

Parcel No: 88-13-11-312-004

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before April 24, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2019, Page 015652-19 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
064

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 9,010.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 9,010.00	

Expenditures:

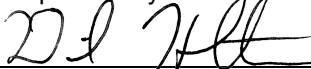
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 9,010.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 9,010.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1026 W Thoman.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-102
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-103

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 727 West Mount Vernon Street to
2 Stephen Long, for \$25,000.00; authorizing the issuance of a deed
3 for same; and approving a budget adjustment to amend the Fiscal
4 Year 2021-2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 727 West Mount Vernon Street
8 (the "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$10,490.37; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Stephen Long, offered to buy the Property for \$25,000.00, an offer
18 the City Manager considers acceptable because it was the highest bid received and
19 was over the City's asking price; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 727 West
28 Mount Vernon Street depicted on "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, to Stephen Long, for the price and sum of \$25,000.00.
30

31 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
32 Warranty Deed," said document to be substantially similar to "Exhibit B," which is
33 attached hereto and incorporated herein by this reference so as to convey title to the

34 real estate to the purchaser herein consistent with the offer and acceptance.

35
36 Section 3 – The budget of the Department of Building Development Services is
37 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
38 No. 065, a copy of which is attached hereto and incorporated herein by this reference
39 as “Exhibit C.”
40

41 Section 4 – City Council hereby finds that the budget adjustment made above
42 has been recommended by the City Manager.
43

44 Section 5 – The City Manager is directed to cause the appropriate accounting
45 entries to be made in the books and records of the City.
46

47 Section 6 – This Ordinance shall be in full force and effect from and after
48 passage.
49

50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59
60 Approved as to form: Duke M. Donald, Assistant City Attorney
61

62
63 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 103

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 727 West Mount Vernon Street to Stephen Long, for \$25,000.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 727 West Mount Vernon Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$10,490.37. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

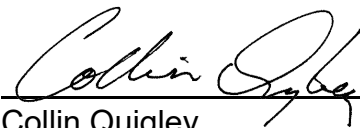
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



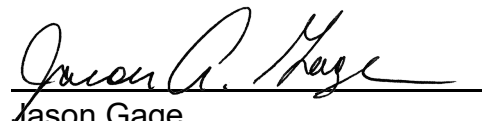
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager

727 West Mount Vernon Street

EXHIBIT A



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Stephen Long, Grantee, at 1216 S. Jefferson Avenue, Springfield, Missouri 65807.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the West One-Half (W1/2) of Lot Eighty (80), Block Twenty (20), M. M. McCluer's Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 727 West Mount Vernon Street.

Parcel No: 88-13-23-142-006

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before December 20, 2019. On such date, Grantor acquired the above-described property by "Quitclaim Deed" recorded in Book 2020, Page 000654-20 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
065

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 25,000.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 25,000.00	

Expenditures:

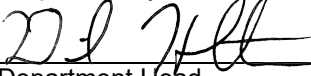
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 25,000.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 25,000.00	

Fund Balance Appropriation:

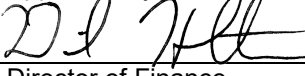
Fund	Title	Amount

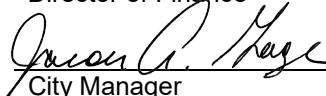
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 727 W Mt. Vernon.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-103
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 104

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 723 West Brower Street to Master Plumber, LLC, for \$9,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 723 West Brower Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$8,721.88; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Master Plumber, LLC, has offered to buy the Property for \$9,000.00, an offer the City Manager considers acceptable because it was the highest bid received and was over the City's asking price; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 723 West Brower Street depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Master Plumber, LLC, for the price and sum of \$9,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 066, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

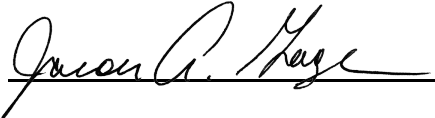
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022 - 104

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 723 West Brower Street to Master Plumber, LLC., for \$9,000.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 723 West Brower Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$8,721.88. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

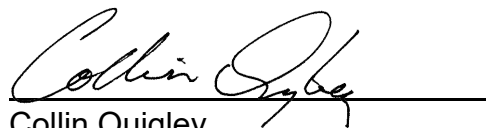
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



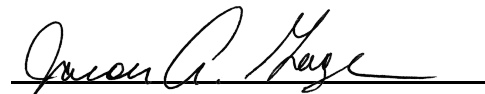
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 N. Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Ten (10) in Second Inside Addition to the City of Springfield, Greene County, Missouri; addressed as 723 West Brower Street.

Parcel No: 88-13-14-434-020

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before November 13, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2019, Page 040407-19 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
066

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 9,000.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 9,000.00	

Expenditures:

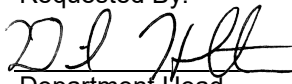
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 9,000.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 9,000.00	

Fund Balance Appropriation:

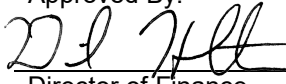
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 723 W Brower.

Requested By:

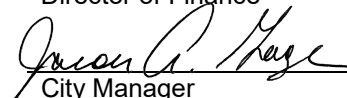
 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

Authorization:

Council Bill No. 2022-104
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

 04-25-2022
City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-105

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 1129 West Nichols Street to Master
2 Plumber, LLC, for \$1,700.00; authorizing the issuance of a deed for
3 same; authorizing the acceptance of a sight-triangle easement; and
4 approving a budget adjustment to amend the Fiscal Year 2021-
5 2022 budget.
6 _____
7

8 WHEREAS, the City acquired the real estate at 1129 West Nichols Street (the
9 "Property") through the dangerous-building program; and
10

11 WHEREAS, acquisition costs were paid by the Department of Building
12 Development Services, which include legal costs, demolition costs, etc., and total
13 \$8,370.26; and
14

15 WHEREAS, after declaring the Property to be surplus, with the exception of a
16 sight-triangle easement, the Land Inventory Committee put the Property out for public
17 bid; and
18

19 WHEREAS, Master Plumber, LLC, offered to buy the Property for \$1,700.00, an
20 offer the City Manager considers acceptable because there were no bids for the
21 property after three previous attempts to sell; and
22

23 WHEREAS, the Department of Public Works has deemed it necessary to retain
24 or receive back a sight-triangle easement; and
25

26 WHEREAS, disposition and acceptance of real property calls for City Council
27 approval.
28

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

32 Section 1 – City Council hereby approves the sale of the property at 1129 West
33 Nichols Street depicted on "Exhibit 1," which is attached hereto and incorporated herein

by this reference, to Master Plumber, LLC, for the price and sum of \$1,700.00, with a retained sight-triangle easement to the City.

Section 2 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit 2,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate, with the exception of a retained sight-triangle easement, to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to accept a “Sight-Triangle Easement,” said document to be substantially similar to “Exhibit 3,” which is attached and is consistent with the offer and acceptance.

Section 4 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 067, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 4.”

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 6 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 7 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -105

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1129 West Nichols Street to Master Plumber, LLC., for \$1,700.00; authorize the issuance of a deed for same; authorize the acceptance of a sight-triangle easement; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1129 West Nichols Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$8,370.26. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid after three previous attempts to sell. The Department of Public Works also deems it necessary to retain or receive back a sight-triangle easement. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

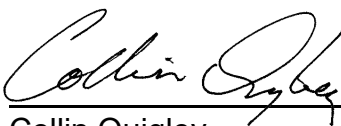
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



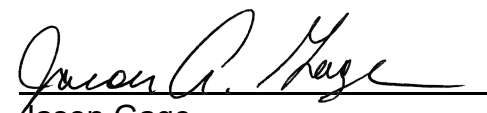
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 North Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lots Eighty-six (86) and Eighty-seven (87), except the north Fifty-eight (58) feet thereof, in QUEEN CITY ADDITION, Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 1129 West Nichols Street.

Parcel No: 88-13-14-208-007

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before June 27, 2011. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2011, Page 025395-11 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

RIGHT OF WAY DEED

THIS INDENTURE, made this _____ day of _____, 20____, by and between
Master Plumber LLC

a Missouri Limited Liability Company ("Grantor") and the **City of Springfield, Missouri**, a municipal corporation ("Grantee"). The mailing address of Grantor is **10481 N Farm Road 149, Pleasant Hope, MO 65725**

The mailing address of Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"**WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a public street improvement or related purposes or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Exhibit "B" depicts the general location of the real estate and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT NO ORGANIZER, MEMBER, OR EMPLOYEE OF GRANTOR IS PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

GRANTOR

By: _____

Type Name & Title: Gavril A. Muresan

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

On this _____ day of _____, in the year 20____, before me, a Notary Public in and for said state, personally appeared Gavril A. Muresan, to me personally known, who, being by me duly sworn did say that he/she is the _____ of Master Plumber LLC, a Limited Liability Company of the State of Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its _____ and said Gavril A. Muresan acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

“Notary Seal”

Notary Public: _____

Type Name: _____

EXHIBIT A

Beginning at the Southwest corner of Lot 86 in Queen City Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; Thence along the east right of way of Franklin Avenue, N02°16'33"E a distance of 10.00 feet; Thence leaving said right of way, S43°09'39"E a distance of 14.03 feet to the north right of way of Nichols Street; Thence along said right of way, N88°35'50"W a distance of 10.00 feet to the Point of Beginning. Tract contains 50.0 square feet. Bearings used in this description are based on the Missouri Coordinate System of 1983, Central Zone.

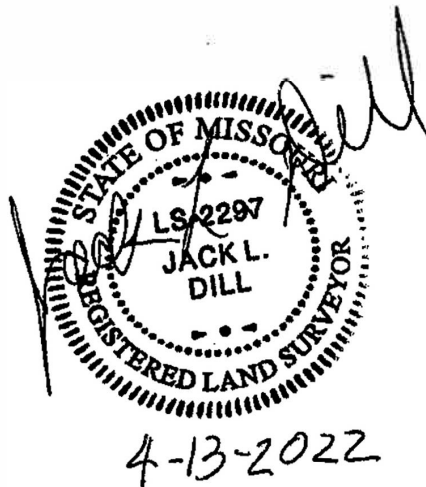
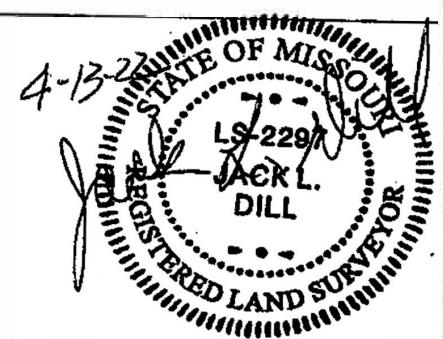
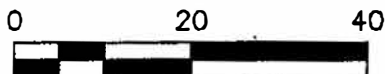
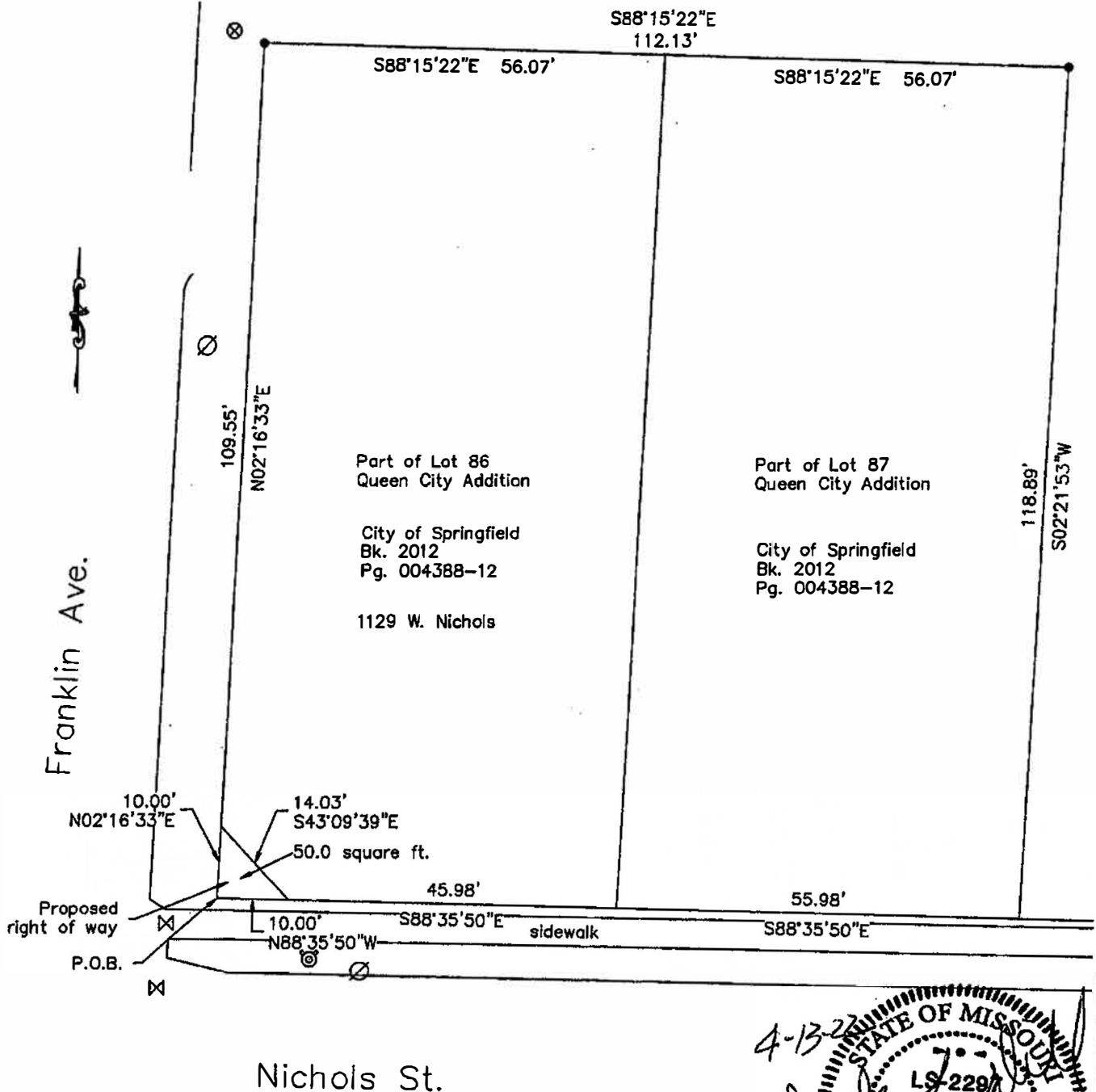


EXHIBIT B



Proposed right of way
City of Springfield
1129 W. Nichols

DRW BY: Dill
DRW DATE: 04/13/2022
SURVEY SECTION

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
067

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 1,700.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 1,700.00	

Expenditures:

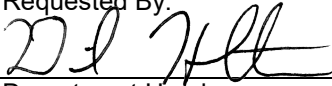
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 1,700.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 1,700.00	

Fund Balance Appropriation:

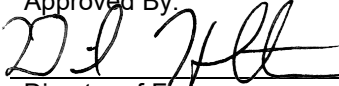
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1129 W Nichols.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-105
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 106

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1342 East Blaine Street to Master Plumber, LLC, for \$1,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1342 East Blaine Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$7,525.33; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Master Plumber, LLC, has offered to buy the Property for \$1,000.00, an offer the City Manager considers acceptable because there were no bids for the property after three previous attempts to sell; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1342 East Blaine Street depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Master Plumber, LLC, for the price and sum of \$1,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 068, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

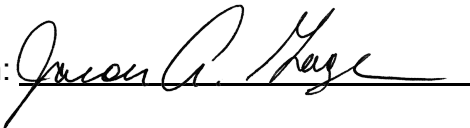
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022 - 106

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1342 East Blaine Street to Master Plumber, LLC., for \$1,000.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1342 East Blaine Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,525.33. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid received after three previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

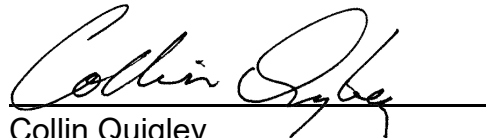
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



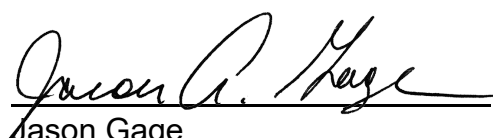
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 N. Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Eight (8) except the South Fifty (50) feet thereof, in Arrington's Addition to the City of Springfield, Missouri; addressed as 1342 East Blaine Street.

Parcel No: 88-12-07-313-007

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before July 26, 2016. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2016, Page 032700-16 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
068

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 1,000.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 1,000.00	

Expenditures:

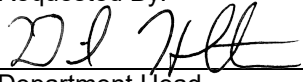
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 1,000.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 1,000.00	

Fund Balance Appropriation:

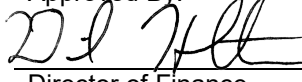
Fund	Title	Amount

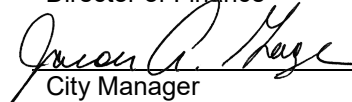
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1342 E Blaine.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-106
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-107

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1620 North Texas Avenue to Master Plumber, LLC, for \$5,500.00; authorizing the issuance of a deed for same; and approving the budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1620 North Texas Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$2,731.34; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Master Plumber, LLC, has offered to buy the Property for \$5,500.00, an offer the City Manager considers acceptable because it was the highest bid and was over the City's asking price; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1620 North Texas Avenue depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Master Plumber, LLC, for the price and sum of \$5,500.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budgets of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 069, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 107

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1620 North Texas Avenue to Master Plumber, LLC., for \$5,500.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1620 North Texas Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$2,731.34. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

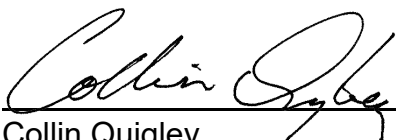
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 North Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the South Half of Lots Thirty-One (31) and Thirty-Two (32) in Twigger's Addition of the Town of North Springfield, now a part of the City of Springfield, Greene County, Missouri; addressed as 1620 North Texas Avenue.

Parcel No: 88-13-12-417-013

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before March 2, 2017. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2017, Page 024783-17 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
069

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 5,500.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 5,500.00	

Expenditures:

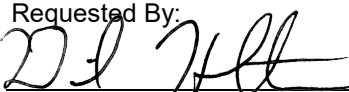
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 5,500.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 5,500.00	

Fund Balance Appropriation:

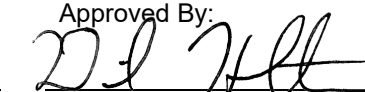
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1620 N Texas.

Requested By:

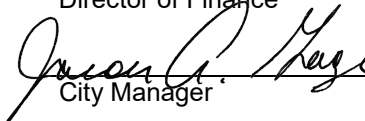

Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date

Authorization:

Council Bill No. 2022-107
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____


City Manager 04-25-2022
Date

One-rdg. _____
P. Hmgs. _____
Pgs. 11
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 108

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1851 North Main Avenue to Master Plumber, LLC., for \$5,700.00; authorizing the issuance of a deed for same; authorizing the acceptance of a permanent sanitary sewer easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1851 North Main Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$9,108.01; and

WHEREAS, after declaring the Property to be surplus, with the exception of an 8ft. permanent sanitary sewer easement, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Master Plumber, LLC., has offered to buy the Property for \$5,700.00, an offer the City Manager considers acceptable because there were no bids for the property after three previous attempts to sell; and

WHEREAS, the Department of Public Works has deemed it necessary to retain or receive back an 8ft. permanent sanitary sewer easement; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1851 North Main Avenue depicted on "Exhibit 1," which is attached hereto and incorporated herein

by this reference, to Master Plumber, LLC, for the price and sum of \$5,700.00, with an 8ft. permanent sanitary sewer easement.

Section 2 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit 2,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate, with the exception of an 8ft. permanent sanitary sewer easement, to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to accept a “8ft. Permanent Sanitary Sewer Easement,” said document to be substantially similar to “Exhibit 3,” which is attached hereto and incorporated herein by this reference.

Section 4 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 070, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 4.”

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 6 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 7 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -108

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1851 North Main Avenue to Master Plumber, LLC., for \$5,700.00; authorize the issuance of a deed for same; authorize the acceptance of an 8ft. permanent sanitary sewer easement; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1851 North Main Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$9,108.01. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid received after three previous attempts to sell. The Department of Public Works also deems it necessary to retain or receive back an 8ft. permanent sanitary sewer easement. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

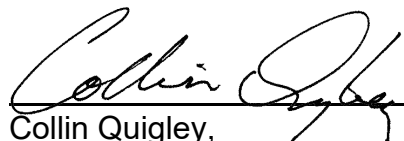
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



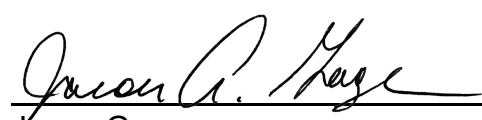
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 N. Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Twelve (12) and the South Ten (10) feet of Lot Eleven (11) Block Eighteen (18) Woodland Heights Addition and the East One-Half (E 1/2) of the vacated alley adjoining to the West, in the City of Springfield, Greene County, Missouri; addressed as 1851 North Main Avenue.

Parcel No: 88-13-11-404-034

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before March 12, 2018. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2018, Page 010140-18 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

SANITARY SEWER EASEMENT

THIS INDENTURE, made this ____ day of _____, 20____, by and between

Master Plumber LLC, a

Missouri Limited Liability Company ("Grantor") and the **City of Springfield,**
Missouri, a municipal corporation ("Grantee"). The mailing address of Grantor is

10481 N Farm Road 149, Pleasant Hope, MO 65725. The mailing address of
Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"
WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining **a sanitary sewer system** or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Said Grantor further covenants on its part and on behalf of its successors and assigns that said Grantor will not cause any building to be erected on the real estate herein conveyed without the express approval of the Grantee.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of the Grantor, its successors and assigns, restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity caused by Grantee, as may be done thereon and therein from time to time, all within a reasonable time thereafter; the Grantee further covenanting in this regard that it will, among other things; (1) insofar as reasonably possible cause any excavation upon the real estate to be

backfilled and graded to the original grade or as shown on the proposed engineering plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the easement, except those purchased by the Grantee as part of the compensation for this easement; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the real estate might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.

The easement shall also confer on the Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # N/A which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical and removal of same is approved by Grantor in writing.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

Exhibit "B" depicts the general location of the easement and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT NO ORGANIZER, MEMBER, OR EMPLOYEE OF GRANTOR IS PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.
GRANTOR

By: _____

Type Name & Title: Gavril A. Muresan

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

On this _____ day of _____, in the year 20____, before me, a Notary Public in and for said state, personally appeared Gavril A. Muresan, to me personally known, who, being by me duly sworn did say that he/she is the _____ of Master Plumber LLC, a Limited Liability Company of the State of Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its _____ and said Gavril A. Muresan acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

"Notary Seal"

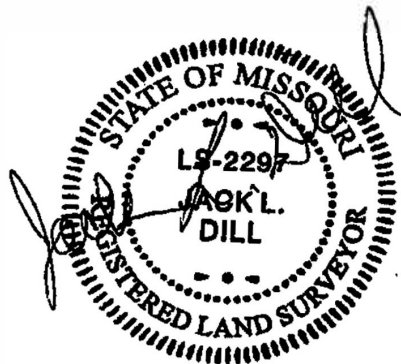
Notary Public: _____

Type Name: _____

EXHIBIT A

The West Eight (8) feet of the following described tract:

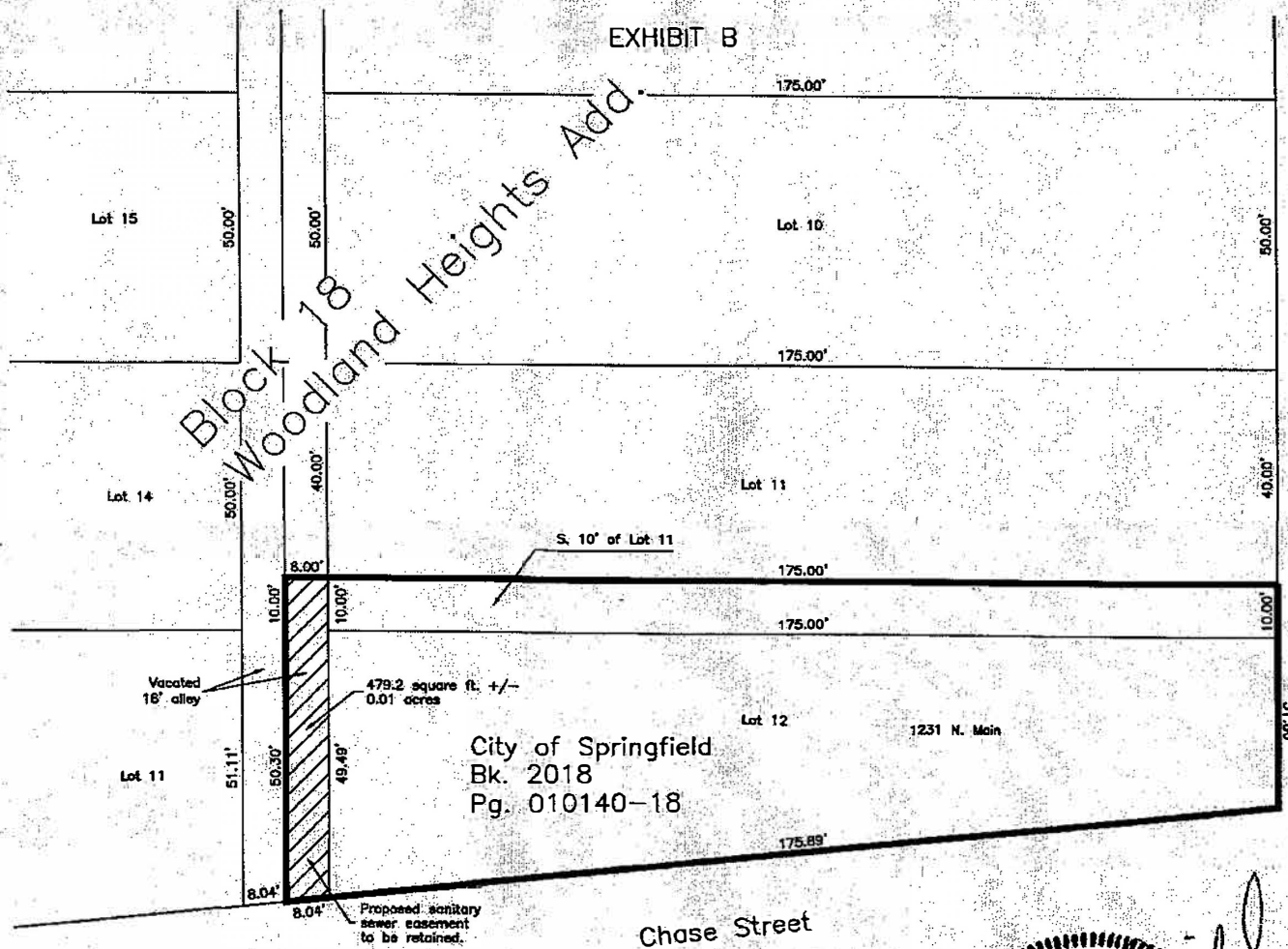
All of Lot Twelve (12) and the South Ten (10) feet of Lot Eleven (11), Block Eighteen (18), Woodland Heights Addition and the East One-Half (E1/2) of the vacated alley adjoining to the West, in the City of Springfield, Greene County, Missouri.



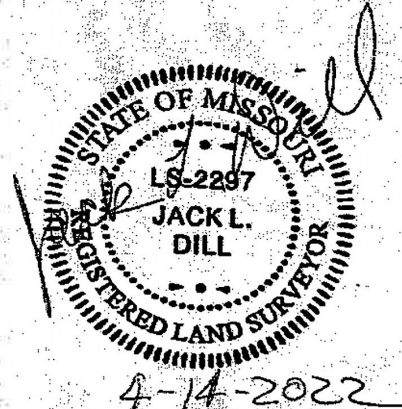
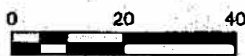
4-14-2022

Block 18
Woodland Heights Add.

EXHIBIT B

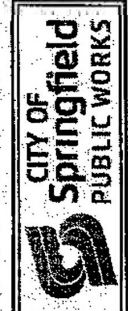


The dimensions shown are based on the plat of Woodland Heights Addition and are not measured distances. This sketch does not conform to Missouri Boundary Survey Standards and is a graphical representation of Exhibit A.



DRW BY: Dill
DRW DATE: 4/14/2022
SURVEY SECTION

Proposed Sanitary Sewer Easement
City of Springfield
1851 N. Main Ave.



CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
070

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 5,700.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 5,700.00	

Expenditures:

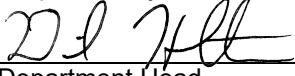
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 5,700.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 5,700.00	

Fund Balance Appropriation:

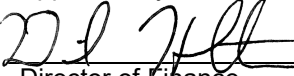
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1851 N Main.

Requested By:

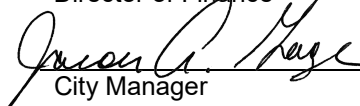

Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date

Authorization:

Council Bill No. 2022-108
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____


City Manager 04-25-2022
Date

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 109

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1717 North Oak Grove Avenue to David Pitts Properties, LLC., for \$13,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1717 North Oak Grove Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$8,158.89; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, David Pitts Properties, LLC, has offered to buy the Property for \$13,000.00, an offer the City Manager considers acceptable because it was the highest bid received and was over the City's asking price; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1717 North Oak Grove Avenue depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to David Pitts Properties, LLC, for the price and sum of \$13,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is

attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 071, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 109

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1717 North Oak Grove Avenue to David Pitts Properties, LLC., for \$13,000.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1717 North Oak Grove Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$8,158.89. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

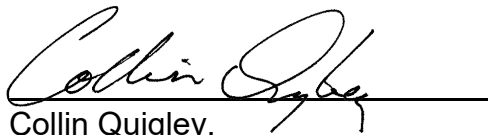
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



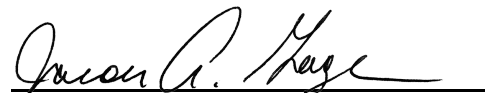
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and David Pitts Properties, LLC., Grantee, at P.O. Box 2792, Springfield, Missouri 65801.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Three (3), Block S, in Second Addition to Webster Park Subdivision, in the City of Springfield, Greene County, Missouri; addressed as 1717 North Oak Grove Avenue.

Parcel No: 88-12-08-412-036

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before August 13, 2020. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2021, Page 020710-21 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
071

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 13,000.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 13,000.00	

Expenditures:

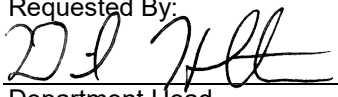
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 13,000.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 13,000.00	

Fund Balance Appropriation:

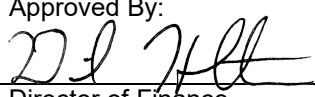
Fund	Title	Amount

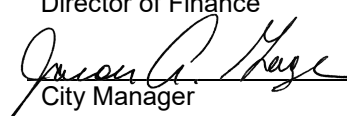
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1717 N Oak Grove.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-109
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-110

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1162 West Hovey Street to Reed Enterprises, LLC., for \$9,500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1162 West Hovey Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$9,495.49; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Reed Enterprises, LLC, has offered to buy the Property for \$9,500.00, an offer the City Manager considers acceptable because it was the highest bid received and was over the City's asking price; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1162 West Hovey Street depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Reed Enterprises, LLC, for the price and sum of \$9,500.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 072, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -110

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1162 West Hovey Street to Reed Enterprises, LLC., for \$9,500.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1162 West Hovey Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$9,495.49. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

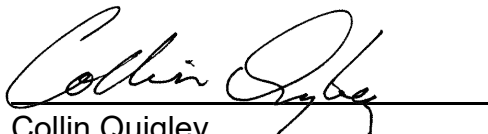
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



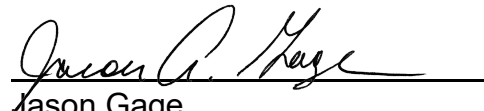
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Reed Enterprises, LLC., Grantee, at 6909 E. Farm Road 104, Strafford, Missouri 65757.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot One (1), Block Five (5) in Englewood Addition to the City of Springfield, Missouri; addressed as 1162 West Hovey Street.

Parcel No: 88-13-14-213-013

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before October 3, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2021, Page 003270-21 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
072

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 9,500.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 9,500.00	

Expenditures:

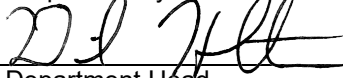
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 9,500.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 9,500.00	

Fund Balance Appropriation:

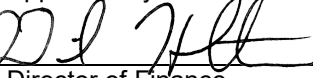
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1162 W Hovey.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-110
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 111

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 2444 North Benton Avenue to Reed Enterprises, LLC., for \$10,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 2444 North Benton Avenue (the "Property") through the sewer-districting program; and

WHEREAS, acquisition costs were paid by the City's Environmental Services Department, which include legal costs, installation costs, etc., and total \$12,079.95; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Reed Enterprises, LLC., has offered to buy the Property for \$10,000.00, an offer the City Manager considers acceptable because there were no bids for the property after three previous attempts to sell; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 2444 North Benton Avenue depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Reed Enterprises, LLC., for the price and sum of \$10,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Environmental Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 073, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 111

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2444 North Benton Avenue to Reed Enterprises, LLC., for \$10,000.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 2444 North Benton Avenue through the sewer-districting program. Total acquisition costs, including legal costs, installation costs, etc., were \$12,079.95. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid after three previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

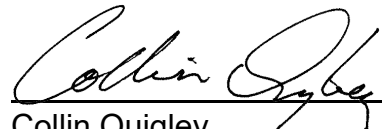
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



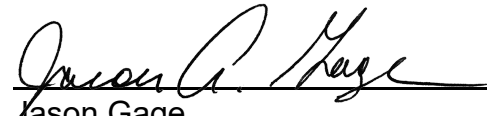
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Reed Enterprises, LLC., Grantee, at 6909 E. Farm Road 104, Strafford, Missouri 65757.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the North One-half (N1/2) of Lot Eighty-seven (87) and of Lot Eighty-Eight (88), and South One-half (S1/2) of Lot Eighty-nine (89), Wilkerson's Addition, a subdivision in Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 2444 North Benton Avenue.

Parcel No: 88-13-01-306-014

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before November 28, 2017. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2017, Page 047268-17 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
073

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53010	08	30010	406170	000000	00000	\$ 10,000.00	Clean Water Services acquisition reimbursement
Net Revenue Adjustment						\$ 10,000.00	

Expenditures:

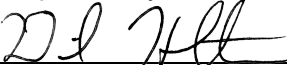
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53010	08	30010	502720	000000	00000	\$ 10,000.00	Clean Water Services acquisition reimbursement
Net Expenditure Adjustment						\$ 10,000.00	

Fund Balance Appropriation:

Fund	Title	Amount

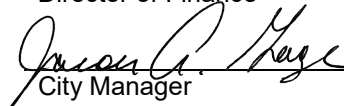
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 2444 N Benton.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-111
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 112

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1537 West Florida Street to Kaylah and Dustin Richard, for \$5,004.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1537 West Florida Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$7,171.39; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Kaylah and Dustin Richard, has offered to buy the Property for \$5,004.00, an offer the City Manager considers acceptable because there were no bids for the property after three previous attempts to sell; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1537 West Florida Street depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Kaylah and Dustin Richard, for the price and sum of \$5,004.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 074, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 112

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1537 West Florida Street to Kaylah and Dustin Richard, for \$5,004.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1537 West Florida Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,171.39. The City received the offer to purchase noted above. The bid is acceptable because this was the only bid after three previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

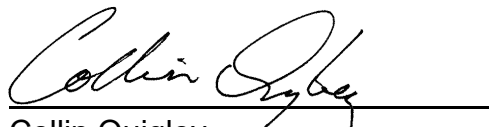
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Kaylah and Dustin Richard, Grantee, at 1521 West Florida Street, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot 13 Block 16 Ozarks Heights Addition, Springfield, Greene County, Missouri; addressed as 1537 West Florida Street.

Parcel No: 88-13-11-307-011

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before November 28, 2017. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2017, Page 047267-17 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
074

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 5,004.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 5,004.00	

Expenditures:

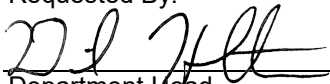
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 5,004.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 5,004.00	

Fund Balance Appropriation:

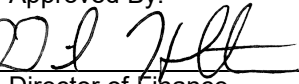
Fund	Title	Amount

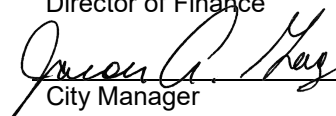
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1537 W Florida.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-112
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 113

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 1231 North Grant Avenue to Phillip Clayton
2 Rothschild, for \$12,510.00; authorizing the issuance of a deed for
3 same; authorizing the acceptance of a sewer-manhole easement and
4 a sight-triangle easement; and approving a budget adjustment to
5 amend the Fiscal Year 2021-2022 budget.
6 _____
7

8 WHEREAS, the City acquired the real estate at 1231 North Grant Avenue (the
9 "Property") through the dangerous-building program; and
10

11 WHEREAS, acquisition costs were paid by the Department of Building Development
12 Services, which include legal costs, demolition costs, etc., and total \$9,657.31; and
13

14 WHEREAS, after declaring the Property to be surplus, with the exception of a sewer-
15 manhole easement and a sight-triangle easement, the Land Inventory Committee put the
16 Property out for public bid; and
17

18 WHEREAS, Phillip Clayton Rothschild, offered to buy the Property for \$12,510.00,
19 an offer the City Manager considers acceptable because it was the highest bid received and
20 was over the City's asking price; and
21

22 WHEREAS, the Department of Public Works has deemed it necessary to retain or
23 receive back a sewer-manhole easement and a 30x30 foot sight-triangle easement; and
24

25 WHEREAS, disposition and acceptance of real property calls for City Council
26 approval.
27

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

31 Section 1 – City Council hereby approves the sale of the property at 1231 North
32 Grant Avenue depicted on "Exhibit 1," which is attached hereto and incorporated herein by
33 this reference, to Phillip Clayton Rothschild, for the price and sum of \$12,510.00, with a
34 retained sewer manhole easement and a sight-triangle easement to the City.
35

36 Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty

Deed," said document to be substantially similar to "Exhibit 2," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate, with the exception of a retained sight-triangle easement, to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to accept a sewer manhole easement, and a sight-triangle easement, said documents to be substantially similar to "Exhibit 3," which is attached and is consistent with the offer and acceptance.

Section 4 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 075, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit 4."

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 6 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 7 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 113

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1231 North Grant Avenue to Phillip Clayton Rothschild, for \$12,510.00; authorize the issuance of a deed for same; authorize the acceptance of a sewer manhole easement and a sight-triangle easement; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1231 North Grant Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$9,657.31. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. The Department of Public Works also deems it necessary to retain or receive back a sewer manhole easement and a 30x30 foot sight-triangle easement. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

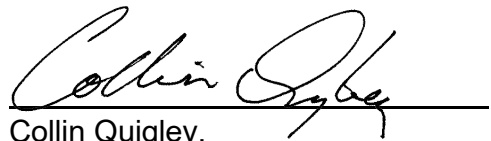
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



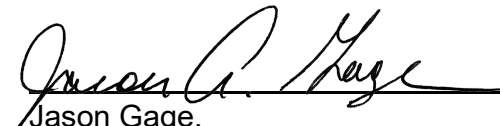
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager

1231 North Grant Avenue

Exhibit 1



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Phillip Clayton Rothschild, Grantee, at 1811 E. Nottingham Street, Springfield, Missouri 65804.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the North 50 feet of Lots One (1), Two (2) and Three (3) of Peale's Subdivision in the City of Springfield, Greene County, Missouri; addressed as 1231 North Grant Avenue.

Parcel No: 88-13-14-118-001

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before December 11, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2020, Page 000650-20 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____ day of _____, 2022.

Notary Public

My term of office expires: _____

RIGHT OF WAY DEED

THIS INDENTURE made this _____ day of _____, 20____, by and between
Phillip Clayton Rothschild, an unmarried
person, of the County of Greene, State of Missouri ("Grantor") and the **City
of Springfield, Missouri**, a municipal corporation ("Grantee"). The mailing address of Grantor is
1811 E. Nottingham Street, Springfield, MO 65807. The mailing
address of Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield,
Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"**WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a public street improvement or related purposes or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on his/her part and on behalf of his/her heirs and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Exhibit "B" depicts the general location of the real estate and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT HE OR SHE IS NOT PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

GRANTOR

By: _____

Type Name: Phillip Clayton Rothschild

STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared Phillip Clayton Rothschild, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said Phillip Clayton Rothschild further declared himself/herself to be single and unmarried.

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

"Notary Seal"

Notary Public: _____

Type Name: _____

SANITARY SEWER EASEMENT

THIS INDENTURE made this _____ day of _____, 20____, by and between
Phillip Clayton Rothschild
County of Greene, State of Missouri ("Grantor") and the **City of
Springfield, Missouri**, a municipal corporation ("Grantee"). The mailing address of Grantor is
1811 E. Nottingham Street, Springfield, MO 65807. The mailing
address of Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield,
Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, his/her heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a sanitary sewer system or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on his/her part and on behalf of his/her heirs and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Said Grantor further covenants on his/her part and on behalf of his/her heirs and assigns that said Grantor will not cause any building to be erected on the real estate herein conveyed without the express approval of the Grantee.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of the Grantor, his/her heirs and assigns, restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity caused by Grantee, as may be done thereon and therein from time to time, all within a reasonable time thereafter; the Grantee further covenanting in this regard that it

will, among other things; (1) insofar as reasonably possible cause any excavation upon the real estate to be backfilled and graded to the original grade as shown on the proposed engineering plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the easement, except those purchased by the Grantee as part of the compensation for this easement; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the real estate might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.

The easement shall also confer on the Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # N/A which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical and removal of same is approved by Grantor in writing.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's heirs, successors and assigns.

Exhibit "B" depicts the general location of the easement area and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT HE OR SHE IS NOT PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

GRANTOR

By: _____

Type Name: Phillip Clayton Rothschild

STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared Phillip Clayton Rothschild, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said Phillip Clayton Rothschild further declared himself/herself to be single and unmarried.

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

"Notary Seal"

Notary Public: _____

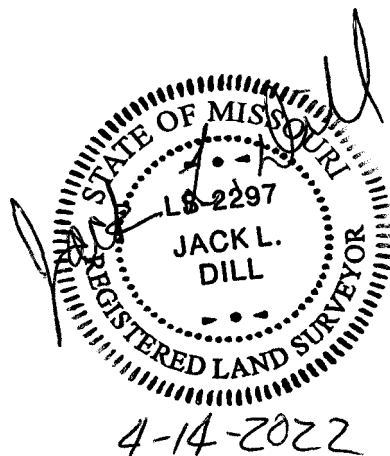
Type Name: _____

EXHIBIT A

"Sewer Manhole Easement"

Part of the North Fifty (50) feet of Lots 1, 2, and 3 of Peale's Subdivision in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof, described as follows:

Commencing at the Northwest corner of said Lot 2; Thence along the common line of Lots 2 and 3, S01°43'03"W a distance of 33.72 feet to the True Point of Beginning; Thence leaving said common line, N88°06'07"W a distance of 11.29 feet; Thence S01°53'53"W a distance of 16.83 feet to the south line of the Grantor's land; Thence along said south line, S89°03'26"E a distance of 15.00 feet; Thence leaving said south line, N01°53'53"E a distance of 16.58 feet; Thence N88°06'07"W a distance of 3.71 feet to the Point of Beginning. Tract contains 250.6 square feet (0.01 acres). Bearings used in this description are based on the Missouri Coordinate System of 1983, Central Zone.



"30x30 Sight-Triangle Easement"

Part of the North Fifty (50) feet of Lots 1, 2, and 3 of Peale's Subdivision in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof, described as follows:

Beginning at the Northeast corner of said Lot 1; Thence along the west right of way of Grant Avenue, S01°34'34"W a distance of 30.00 feet; Thence leaving said right of way, N43°38'21"W a distance of 42.27 feet to the south right of way of Calhoun Street; Thence along said south right of way, S88°51'17"E a distance of 30.00 feet to the Point of Beginning. Tract contains 450.0 square feet (0.01 acres). Bearings used in this description are based on the Missouri Coordinate System of 1983, Central Zone.

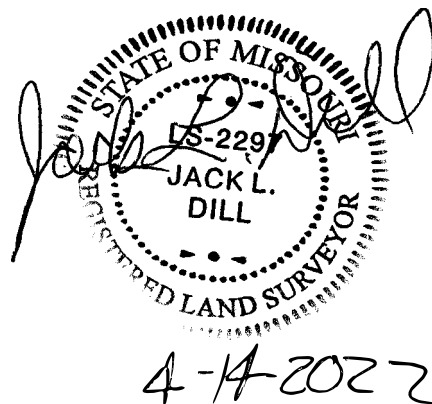
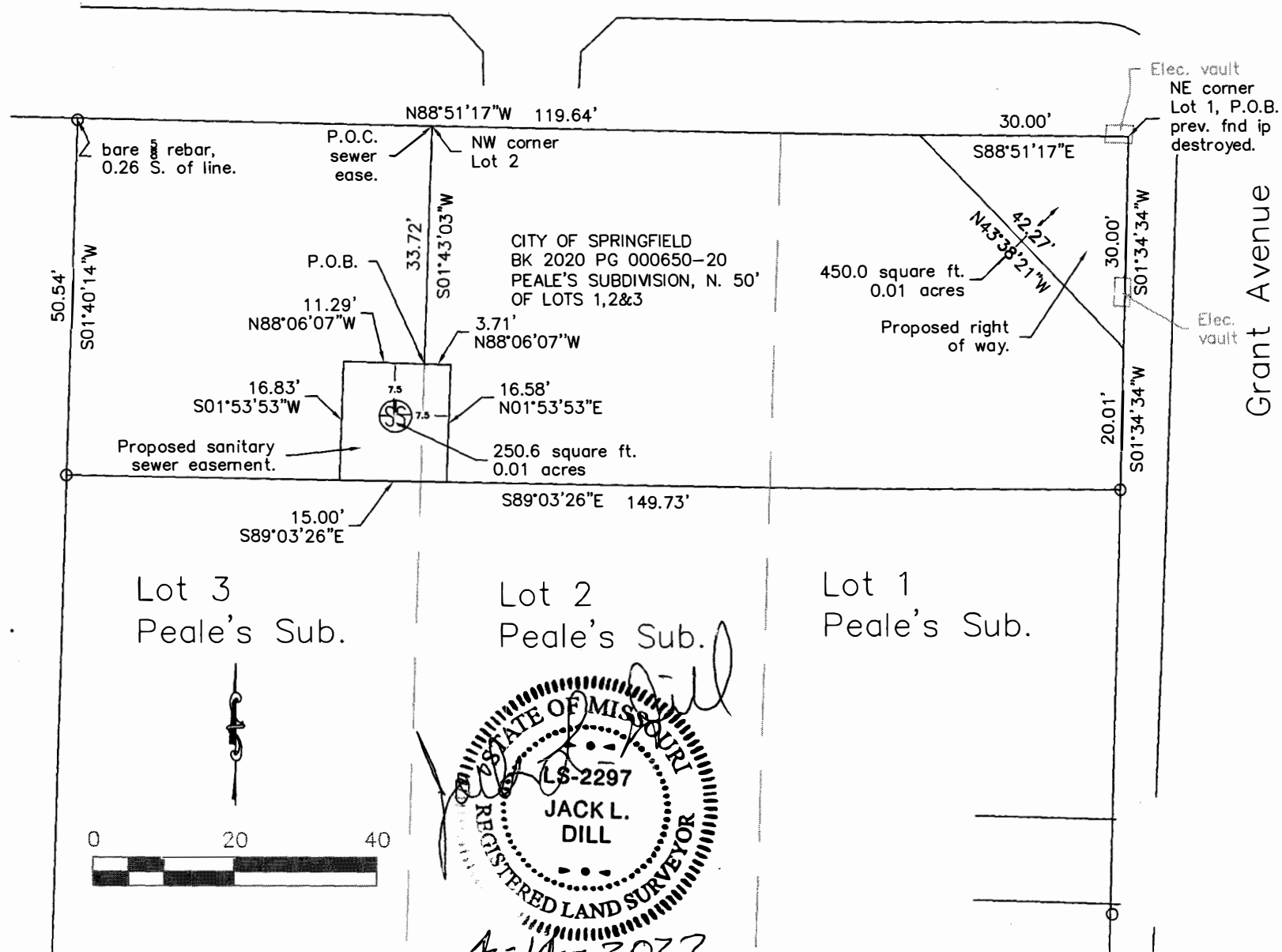


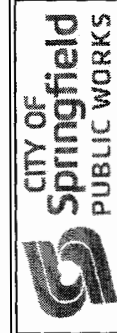
EXHIBIT B

Calhoun Street



DRW BY: Dill
DRW DATE: 4/14/2022
SURVEY SECTION

Proposed Easements/Right of way
City of Springfield
1231 N. Grant



CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
075

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 12,510.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 12,510.00	

Expenditures:

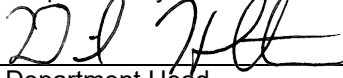
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 12,510.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 12,510.00	

Fund Balance Appropriation:

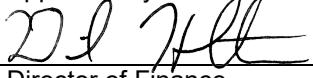
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1231 N Grant.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-113
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 114

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 2203 North Campbell Avenue to Phillip
2 Clayton Rothschild, for \$13,501.00; authorizing the issuance of a
3 deed for same; and approving a budget adjustment to amend the
4 Fiscal Year 2021-2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 2203 North Campbell Avenue
8 (the "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$7,289.55; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Phillip Clayton Rothschild, offered to buy the Property for
18 \$13,501.00, an offer the City Manager considers acceptable because it was the highest
19 bid received and was over the City's asking price; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 2203 North
28 Campbell Avenue depicted on "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, to Phillip Clayton Rothschild, for the price and sum of
30 \$13,501.00.
31

32 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
33 Warranty Deed," said document to be substantially similar to "Exhibit B," which is

34 attached hereto and incorporated herein by this reference so as to convey title to the
35 real estate to the purchaser herein consistent with the offer and acceptance.
36

37 Section 3 – The budget of the Department of Building Development Services is
38 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
39 No. 076, a copy of which is attached hereto and incorporated herein by this reference
40 as “Exhibit C.”
41

42 Section 4 – City Council hereby finds that the budget adjustment made above
43 has been recommended by the City Manager.
44

45 Section 5 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City.
47

48 Section 6 – This Ordinance shall be in full force and effect from and after
49 passage.
50

51 Passed at meeting: _____
52

53 _____
54 Mayor
55

56 Attest: _____, City Clerk
57

58 Filed as Ordinance: _____
59

60
61 Approved as to form: Duke M. Donald, Assistant City Attorney
62

63
64 Approved for Council action: Jason C. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 114

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2203 North Campbell Avenue to Phillip Clayton Rothschild, for \$13,501.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 2203 North Campbell Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,289.55. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

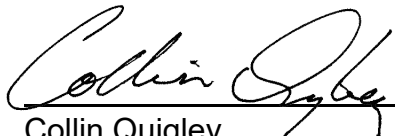
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



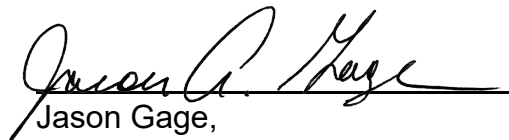
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Phillip Clayton Rothschild, Grantee, at 1811 E. Nottingham Street, Springfield, Missouri 65804.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

Commencing at an iron pin located at the Northwest corner of High Street and Campbell Avenue, thence North along the West side of Campbell Avenue 57 feet, more or less, to an existing iron pin set for a point, thence West 120 feet, more or less, to an iron pin, thence South 57 feet to the North line of High Street, thence East 120 feet, more or less, to the point of beginning, in the City of Springfield, Greene County, Missouri, except that part taken or used for roads; addressed as 2203 North Campbell Avenue.

Parcel No: 88-13-11-101-021

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before December 11, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2020, Page 000652-20 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee

and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
076

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 13,501.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 13,501.00	

Expenditures:

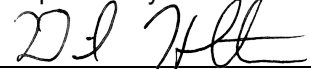
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 13,501.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 13,501.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 2203 N Campbell.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-114
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 04-26-22

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-115

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an
2 Intergovernmental Agreement with the Board of Governors of
3 Missouri State University for the purpose of continuing to provide
4 enhanced law enforcement services within and around the Missouri
5 State University campus.
6 _____
7

8 WHEREAS, the need exists to staff a police substation on the campus of
9 Missouri State University ("MSU") on a continuous basis to promote public safety,
10 prevent crime and enhance the quality of life in and around the expanding MSU
11 campus; and
12

13 WHEREAS, the City of Springfield ("City") and MSU have worked together for
14 over 25 years in a partnership to meet that need by locating a substation of the
15 Springfield Police Department ("SPD") on MSU campus; and
16

17 WHEREAS, the City and MSU wish to continue working together to provide a
18 safe community in and around the MSU campus by renewing the Intergovernmental
19 Agreement Regarding Law Enforcement Services ("IGA") for a police substation on the
20 MSU campus; and
21

22 WHEREAS, this IGA outlines the terms for the continued operation of the SPD
23 substation on the MSU campus.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 an Intergovernmental Agreement with the Board of Governors of Missouri State
30 University to continue providing enhanced law enforcement services, said agreement to
31 be substantially in the form and content as that document attached hereto and
32 incorporated herein by reference as "Exhibit 1."
33

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

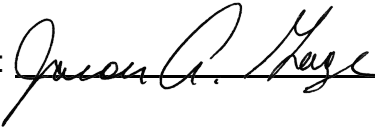
36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form:  _____, Assistant City Attorney

47
48
49 Approved for Council action:  _____, City Manager
50

EXPLANATION TO COUNCIL BILL 2022-115

FILED: 04-26-22

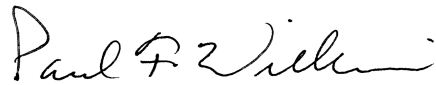
ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager or his designee, to enter into an agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

BACKGROUND INFORMATION: For over 25 years the City of Springfield ("City") has partnered with Missouri State University ("MSU") to staff a Springfield Police Department ("SPD") substation on MSU campus to promote public safety, prevent crime and to foster the coordination of services to enhance quality of life in and around the expanding MSU campus. This agreement is an annual renewal of that partnership, designed to meet the evolving needs of the SPD Substation located at MSU and the area it serves.

REMARKS: This renewal includes the costs of e-bikes, which have been used at the MSU substation since last year, as well as the costs associated with body worn cameras for MSU substation officers.

Submitted by:



Paul Williams, Chief of Police

Approved by:


Jason Gage, City Manager

ROUTING	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
ORDER	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2022	TERMINATION DATE JUNE 30, 2023	CONTRACT NUMBER:	
() NEW CONTRACT		(X) RENEWAL OF CONTRACT No. _____	
CITY		BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. JOSHUA LUDWIG DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: VICE PRESIDENT- ADMINISTRATIVE SERVICES	

INTERGOVERNMENTAL AGREEMENT REGARDING LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by the parties identified above.

WHEREAS, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

WHEREAS, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of MSU will be of mutual benefit to the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MSU:

A. STAFFING OF THE POLICE SUBSTATION

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 2 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

- a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Section B, Paragraph 5 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly on Wednesdays at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.
3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.
4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.
5. The Springfield Police Department will investigate all accidents involving MSU and Bearline vehicles within the City of Springfield or on MSU property when requested.
6. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:
 - a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.
 - b. Temporary reassignment. Temporary reassignment shall mean reassignment of any of the ten (10) police officer positions to another location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any temporary reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.
7. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.
8. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.
9. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.
10. The substation will maintain records which are available to the President (or his designee) to include but not limited to:
 - a. Substation payroll records.
 - b. Time sheet and detailed billing information sufficient for invoice reconciliation.
 - c. Work schedule of substation officers.
 - d. Calls For Service data within the designated substation area as defined by this contract.
 - e. Appropriate crime statistic information sufficient for Federal Clery reporting.
 - f. Provide information consistent with legal restrictions from police reports.
 - g. Equipment purchase orders.
 - h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police

substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.

2. The Board agrees to pay for services provided by the City in a total amount not to exceed Nine Hundred Forty-Six Thousand, Nine Hundred Twenty- Seven Dollars and Twenty-Five Cents (\$946,927.25) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.

3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.

4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.

5. The Board agrees to provide an e-bicycle for each substation officer. The e-bicycle will meet the Springfield Police Department's specifications and will be replaced on a three-year cycle.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.

2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.

3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.

4. Jurisdiction. This agreement and every question arising thereunder shall be construed and 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.

5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.

6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.

7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.

8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2022 through June 30, 2023. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties

set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

APPROVED AS TO FORM

The Board of Governors of Missouri State University

By: _____
Attorney for Board of Governors

By: _____
President of the University or designee

APPROVED AS TO FORM

The City of Springfield, Missouri

By: _____
City Attorney or designee

By: _____
City Manager or designee

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 his designee

EXHIBIT A
MSU CAMPUS MAP

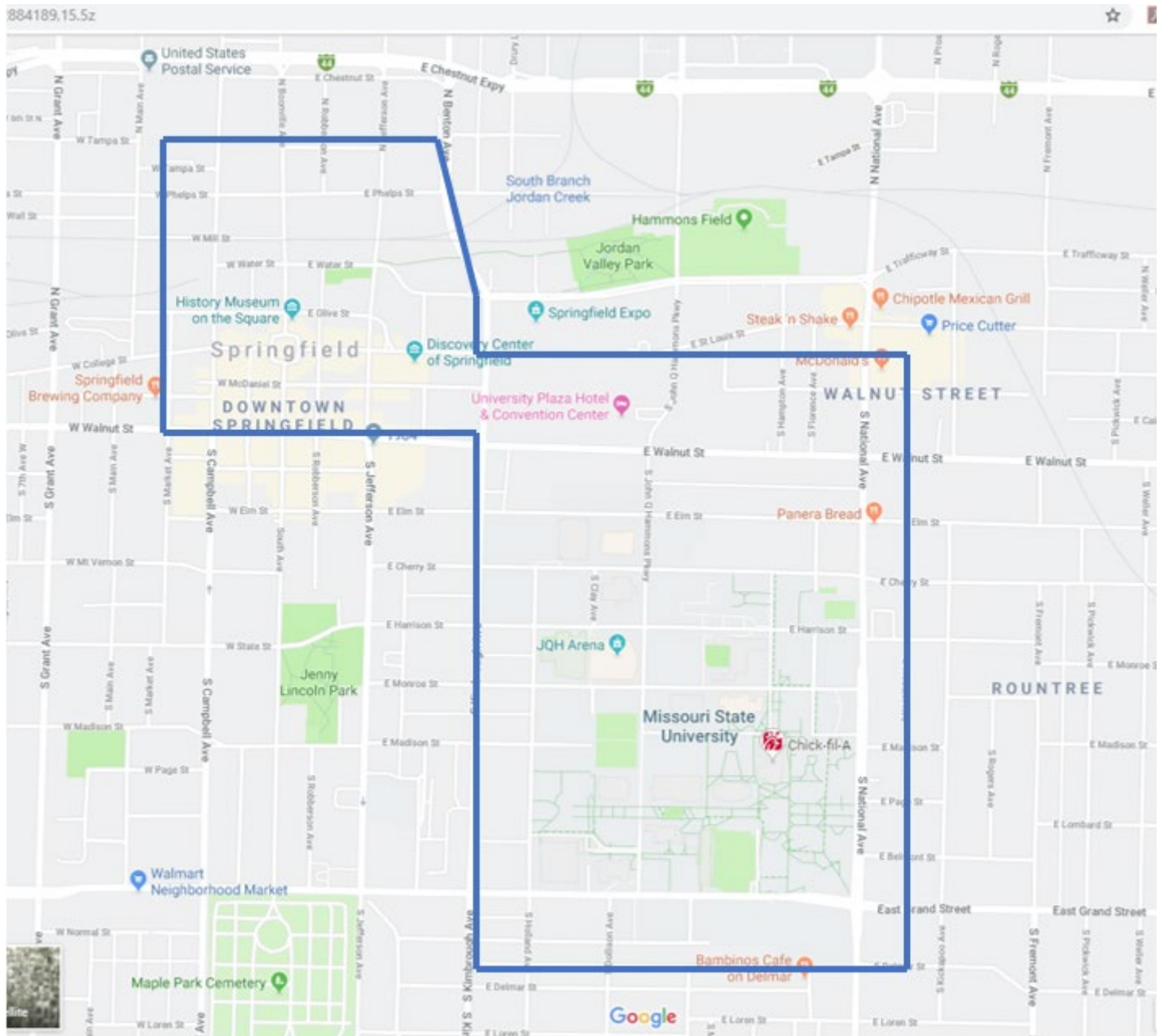


EXHIBIT B
Cost of MSU Substation Account
FY 2022-2023

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$778,350.22
OVERTIME _____	\$106,553.00
Subtotal: _____	\$884,903.22
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$43,124.03
Subtotal: _____	\$62,024.03
Total Contract Amount _____	\$946,927.25

* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc.
Salaries and Benefits above is 80% of cost.

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation, Equipment and Software Cost
FY 2022-2023

Transportation

	2021	2017	2016	2013
	Ford Interceptor	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost	48,017.43	\$48,048	\$38,350.00	\$39,274.00
7 Year Depreciation	6,859.63	\$6,864.00	\$5,478.57	Fully Depreciated

Annual Depreciation for all three (3) vehicles	\$19,202.20
Fuel Cost **	\$5,804.47
Maintenance and Repair Cost **	\$6,233.91
Vehicle Subtotal	\$31,240.58

Equipment

Five (5) e-Bikes and Ten (10) Body Worn Cameras

	5 e-Bikes
Purchase Cost Per e-Bike	\$2,874.80
3 Year Depreciation	\$958.27
Annual Depreciation for (5) e-Bikes	\$4,791.35
Bicycle Subtotal	\$4,791.35

	10 Body Worn Cameras
Purchase Cost Per Camera	\$2,551.57
5 Year Depreciation	\$510.31
Annual Depreciation for (10) Body Worn Cameras	\$5,103.10
Body Worn Camera Subtotal	\$5,103.10

Software

Ten (10) Office 365 annual software license fees	\$198.90 each
Software Subtotal	\$1,989.00

Total Annual Transportation, Equipment and Software Cost	\$43,124.03
---	--------------------

* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

**Figure based on actual and averages for FY22 (July 2021-June 2022). Figures from Fleet Administrator.

EXHIBIT D
Policies and Protocols Regarding
Sexual Assault, Domestic Violence, Dating Violence, and Stalking

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* ("Title IX"), and the Violence Against Women Act ("VAWA"), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU's attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education's Office for Civil Rights ("OCR"), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* ("FERPA"), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU's campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-26-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-116

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Lease Agreement
2 with Springfield Regional Arts Council, a not-for-profit corporation, for
3 the purpose of leasing office space in the Old Creamery Building in
4 Jordan Valley Park located at 411 North Sherman Avenue.
5 _____
6

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

10 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
11 a Lease Agreement with the Springfield Regional Arts Council, said agreement to be in
12 substantially the same form and content as that document attached hereto and
13 incorporated herein by reference as “Exhibit 1.”
14

15 Section 2 – This Ordinance shall be in full force and effect from and after
16 passage.
17

18 Passed at meeting: _____
19

20 _____
21 Mayor
22

23 Attest: _____, City Clerk
24

25 Filed as Ordinance: _____
26

27 _____
28 Approved as to form: Kyle Talbot, Assistant City Attorney
29

30 _____
31 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022- 116

FILED: 04-26-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a lease agreement ("Exhibit 1") with Springfield Regional Arts Council, a not-for-profit corporation, for office space in the Old Creamery Building in Jordan Valley Park located at 411 North Sherman Avenue. The annual lease payment will be for ten and 00/100 dollars (\$10.00) with the initial term starting from the day of execution until midnight May 31, 2025. Thereafter it will automatically renew for up to three (3) additional successive terms of five (5) years, through the year 2040.

BACKGROUND INFORMATION: The Springfield Regional Arts Council has leased the Old Creamery Building from the City of Springfield since July 15, 2002. This lease provides space for various art focused groups in our community and provides opportunities by having a focal point for the arts in the City of Springfield.

Supports the following City Council Priorities:

- Economic Vitality
- Fiscal Sustainability
- Quality of Place

REMARKS: Public Works recommends approval of this Council bill.

Submitted by:


Kirk Juranas, Assistant Director of
Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

ROUTING ORDER	(1) PUBLIC WORKS	(2) TENANT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT		() RENEWAL OF CONTRACT	
LANDLORD		TENANT	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE: ATTN: DAN SMITH DEPT: PUBLIC WORKS		SPRINGFIELD REGIONAL ARTS COUNCIL 316-B EAST MCDANIEL SPRINGFIELD, MO 65806 PHONE: 417-862-2787 ATTN: LESLIE FORRESTER, EXECUTIVE DIRECTOR	

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Springfield, Missouri, a municipal corporation, hereafter "Landlord", and the Springfield Regional Arts Council, a not-for-profit corporation, hereinafter "Tenant",

WITNESSETH:

THAT, WHEREAS, on July 15, 2002, Landlord and Tenant entered into a certain Sublease Agreement, Contract No. 2002-0888, for office space in the Old Creamery Building in Jordan Valley Park; and,

WHEREAS, on June 27, 2003, Landlord and Tenant entered into an Extension of Sublease, extending the sublease and additional two (2) years; and,

WHEREAS, on August 18, 2005, Landlord and Tenant entered into an Extension of the Sublease Agreement, extending the sublease an additional five (5) years; and,

WHEREAS, on November 7th, 2006, Landlord and Tenant entered into an Extension of the Sublease, extending the sublease an additional ten (10) years through May 31, 2020; and,

WHEREAS, such Sublease Agreement expired on May 31, 2020; and,

WHEREAS, Landlord and Tenant desire to entire into a Lease Agreement.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the Landlord and the Tenant as follows:

1. Premises.

- a. The Landlord does hereby lease to the Tenant, and the Tenant does hereby take as Tenant, the Old Creamery Building in Jordan Valley Park at 411 N. Sherman Avenue, as shown in **Exhibit A**, attached hereto and incorporated herein by reference, to be used solely for the not-for-profit purposes of the Tenant. Tenant shall also have to non-exclusive right to use 3 parking spaces in the Jordan Valley parking area adjacent to the building on the south side for parking by employees and patrons.
- b. Tenant covenants and agrees that it will continue to sublease a portion of the office space shown in **Exhibit A** (initially subleased in Contract No. 2020-0888-01) to the Springfield Community Center, Inc., a benevolent corporation (hereinafter "SCC") for a nominal rental of One and 00/100 Dollar (\$1.00), with SCC being responsible for providing any additional finishing of office space that it requires and SCC's pro rata share of the cost of utilities.

2. Term. This agreement shall have an initial term from the date of execution until midnight May 31, 2025, thereafter it shall automatically renew for up to three (3) additional successive terms of five (5) years each, with each additional term to begin on June 1 and end on the fifth May 31 of the term, unless either party gives written notice to terminate not less than ninety (90) days prior to the end of the initial or additional term or unless the lease is otherwise terminated as hereinafter set forth. This agreement shall not be renewed past May 31, 2040.

3. Rental. Tenant shall pay as annual rental to the Landlord the sum of Ten and 00/100 Dollars (\$10.00), which shall be payable in advance of occupancy.

4. Utility. Tenant shall have its name place on all utility service accounts to the premises and shall furnish and pay for electrical, gas, water and sewer service for the Old Creamery Building, including such utilities connected and used during the lease for the leased premises. Tenant shall provide for its own trash disposal, custodial and telecommunications services. Landlord shall have no responsibility to Tenant for any interruption of Tenant's utility services.

a. Internet Services. The City agrees to provide internet services to the Tenant consistent with the schedule presenting **Exhibit B**, attached hereto and incorporated herein by reference.

5. Condition of the Premises. Tenant acknowledges that it has inspected the demised premises and improvements to its satisfaction and takes the improvements and the demised premises in their present condition, AS IS, without warranties, express or implied.

6. Ordinary Repairs, Maintenance and Alterations. The first Fifteen Thousand and 00/100 Dollars (\$15,000.00) of all annual ordinary repairs and maintenance of the demised premises, during the lease term, shall be made by Tenant at Tenant's sole and exclusive cost and expense. Landlord shall pay for all annual ordinary repairs and maintenance of the demised premises greater than Fifteen Thousand and 00/100 Dollars (\$15,000.00), once Tenant's annual payout of Fifteen Thousand and 00/100 Dollars (\$15,000.00) is exhausted. At the termination of the Lease, Tenant shall give up and deliver the demised premises to Landlord in as good a condition as at the beginning of the term, ordinary wear and tear, and damage by fire or another insured casualty only excepted. In no event shall Tenant make any change in the wiring or plumbing of the building or remove or weaken any ceiling, wall, partition, beam or other structural element of the building without Landlord's prior written consent.

7. Tenant's Casualty Insurance. Tenant agrees to maintain at all times during the term of the Lease, at Tenant's expense, a policy of fire and extended coverage insurance on all Tenant's furniture, furnishings, trade fixtures, inventory, and equipment located in the leased premises, with standard coverage as may be insured against under the broad form of uniform fire and extended coverage clause in effect from time to time in the State of Missouri, with endorsements for coverage of all risk perils. Such insurance shall be equal in amount to one hundred percent (100%) of the full insurable replacement value of such property and shall be issued by an insurance company acceptable to Landlord. The proceeds of any such policy shall be used for the repair or replacement of the furniture, furnishings, trade fixtures, inventory and equipment of Tenant. To the other extent that a loss from peril is covered by insurance and recovery is made for such loss, Landlord and Tenant mutually release each other from and against any and all claims, demands, liabilities or obligations whatsoever, including loss or rents or profits, and waive all right of recovery against each other for any loss from perils insurance against under their respective fire and extended coverage insurance policies, provided that this waiver shall not be applicable if it has effect of invalidating any insurance coverage of Landlord or Tenant.

8. Tenant's Liability Insurance. Without limiting any of the other obligations or liabilities of the Tenant, the Tenant shall secure and maintain, at its own cost and expense, throughout the term of this Lease or any extensions or renewals thereof, premises liability insurance with a company authorized to write such insurance in this state and approved by Landlord with liability limits of not less than Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence. Regardless of such approval, it shall be the responsibility of the Tennant to maintain adequate insurance coverage at all times during the term of the Lease. Failure of the Tennant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder, or the policies, shall be filed with the City at the time that this contract is signed by the Contractor. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield – Attn: Public Works, P.O. Box 8368, Springfield, MO 65801-8368 and

Such policies shall name the City as an additional insured with limits of liability.

9. Assignment and Sublease. Tenant shall not have the right to assign this lease to any other person, nor shall Tenant have the right to sublet all or any portion of the demised premises not otherwise stated in this Lease. Such assignment or subletting may be done only after obtaining the City Manager's written consent thereto, but no such consent shall relieve Tenant of any obligation under this Lease.

10. Access by Landlord. Landlord, for itself and its duly authorized representatives and agents, reserves the right to enter the leasehold premises upon reasonable advance notice and at all reasonable times during the life of this Lease and any renewals or extensions for the purpose of (a) examining and inspecting the same, (b) performing such work in and about the premises made necessary by any default of Tenant under the Lease, and (c) exhibiting the premises to prospective purchasers. Landlord may, during the progress of any work required by Tenant's default or to perform any obligation of Landlord herein, keep and store on the premises all necessary materials, supplies, and equipment and shall not be liable for necessary inconvenience, annoyance, disturbance, loss of business or other damages suffered by the performance of any work by Landlord or such storage of materials, supplies or equipment.

11. Damage of the Leased Premises. In the event the leased premises are destroyed by fire or another casualty, this Lease shall immediately terminate. In the case of a partial destruction or damage to the building so as to render it untenable, either party may terminate the Lease by giving written notice to the other party within thirty (30) days thereafter. If neither party elects to terminate the Lease, Landlord shall restore the building for occupancy using due diligence within a reasonable time, and during the time of such restoration, the rent shall abate in proportion to the degree to which Tenant cannot use the premises as fully as prior to such damage, and Landlord will not be responsible for any loss, inconvenience or harm to Tenant caused by such reduced use of premises.

12. Indemnification by Tenant. Tenant agrees to indemnify, protect, defend and save Landlord harmless from and against any and all claims, demands, liabilities, and costs, including attorney fees, arising from damage or injury, actual or claimed, or whatsoever kind or character, to persons or property, occurring or allegedly occurring in, on or about the lease premises, or arising out of Tenant's activities thereon during the life of this Lease, or Tenant's occupation of the premises. Upon written notice from Landlord, Tenant shall defend Landlord in any such action or proceeding.

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

14. Default Provisions. This Lease is made on condition that if:

- a. Tenant defaults in the timely and punctual payment of rent or additional rent when due hereunder; or,
- b. Tenant defaults in the keeping or performance of any other covenant or obligation herein contained on Tenant's part to be kept or performed and Tenant fails to remedy the same within fifteen (15) days after landlord has given Tenant written notice specifying such default; or,
- c. Tenant defaults by abandoning occupancy of the premises prior to the end of the term; or,
- d. Tenant shall file a voluntary petition under the Bankruptcy Act, as amended, or an involuntary petition under the Bankruptcy Act, as amended if filed against Tenant, and Tenant, after hearing is adjudged to be bankrupt, insolvent or unable to pay its debts as they mature; or Tenant makes an assignment for the benefit of its creditors; or a trustee or receiver, after hearing, is appointed to retained to take charge of and manage any substantial part of Tenant's assets; or any execution or attachment shall issue against Tenant whereupon the leased premises, or any part thereof, or interest of Tenant therein under this Lease shall be taken or attempted to be taken and the same is not released prior to judicial sale thereunder.

(each of the events described in this subparagraph being deemed a default under the provisions of this lease);

Then Landlord may, at Landlord's election, or any time thereafter, and while such default shall continue, give Tenant written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than ten (10) days after such notice is given, and, if all defaults have not been cured on the date specified, Tenant's right to possession of the premises shall cease, and Landlord may, without further notice or demand, or the necessity of a court order, and without being guilty of any trespass, using such force as may be necessary, reenter and take possession of the leased premises, expel Tenant, and any persons thereon, removing any property and effects without liability therefore, and without prejudice to any judicial remedies for arrears of rent or unlawful detainer. Upon reentry Landlord shall have the option to cancel the lease, but if the lease is not canceled, Tenant shall not be relieved of the

obligation to pay rent for the full lease term. If the Lease is not canceled, Landlord may re-let the premises as agent for and in the name of Tenant, applying the proceeds first to the payment of any expense as Landlord may be put to in re-entering and re-letting the premises and then to the payment of the rent as the same may from time to time become due, and then to the fulfillment of the other covenants and agreements of the Tenant herein contained, and the balance remaining, if any, shall be paid to Tenant, but if the rents collected shall be insufficient to pay the costs and expenses of Landlord occasioned by such default and the rent payable under this Lease, then Tenant shall pay such difference to Landlord as the same accrues. Landlord shall also have and recover reasonable attorney fees incurred in securing possession of the premises and any judgment for rent and damages.

15. Landlord's Right to Perform Tenant's Obligations. If at any time, Tenant shall be in default in the payment of any rent or other monies due to Landlord, or shall fail to promptly perform any of Tenant's obligations under this Agreement, Landlord is hereby authorized by Tenant, at Landlord's sole discretion, to fulfill Tenant's obligations under the Lease on behalf of Tenant, paying any costs thereof, and Tenant agrees to promptly repay Landlord upon demand.

16. Termination of Lease. Upon the termination of the Lease, for any cause, Tenant agrees to deliver to Landlord any keys to the building and leased premises and to pay Landlord any monies due under the Lease. Any such monies not paid shall bear interest at the rate of nine percent (9%) per annum from the date on which Tenant should have vacated the premises until such deficiency has been paid. In the event Tenant wrongfully holds over after termination of the Lease, without Landlord's consent, Tenant agrees to pay double rent to Landlord for each month or partial month it continues to occupy the premises.

17. Waiver. No waiver of any breach of any covenant or agreement herein shall operate as a waiver of any subsequent breach of the same covenant and agreement, and in the event of breach the non-defaulting party may nevertheless accept from the other any payments or performance without waiving its rights and remedies provided for herein.

18. Quiet Enjoyment. Landlord covenants that Tenant, upon payment of rents herein reserved, and performance of the terms, conditions, covenants and agreements herein contained, shall peaceably and quietly, have, hold and enjoy the demised premises during the term of this Lease.

19. Survival of Covenants. All tenant's duties and obligations and all Landlord's rights and remedies shall survive the termination of this Lease, shall run with the property and leasehold, and shall be binding upon the parties and their respective successors in interest.

20. 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 contract. A violation of this provision renders the contract void. Applicable federal regulations and provisions of Section 105.450 et. seq. RSMo. shall not be violated.

21. Entire Agreement. This Lease 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.

22. Venue. This Lease and every question arising hereunder shall be construed or determined according to the law of the State of Missouri. Should any part of this Lease be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

23. Notice. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to Landlord at: City Manager, City of Springfield, 840 Boonville, Springfield, Missouri 65802, and Tenant at: Executive Director, Springfield Regional Arts Council, 411 N. Sherman Avenue, Springfield, Missouri 65802. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

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

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year herein stated.

TENANT: Springfield Regional Arts Council

By: _____

Name & Title _____

LANDLORD: CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

Approved as to Form:

City Attorney or Assistant City Attorney

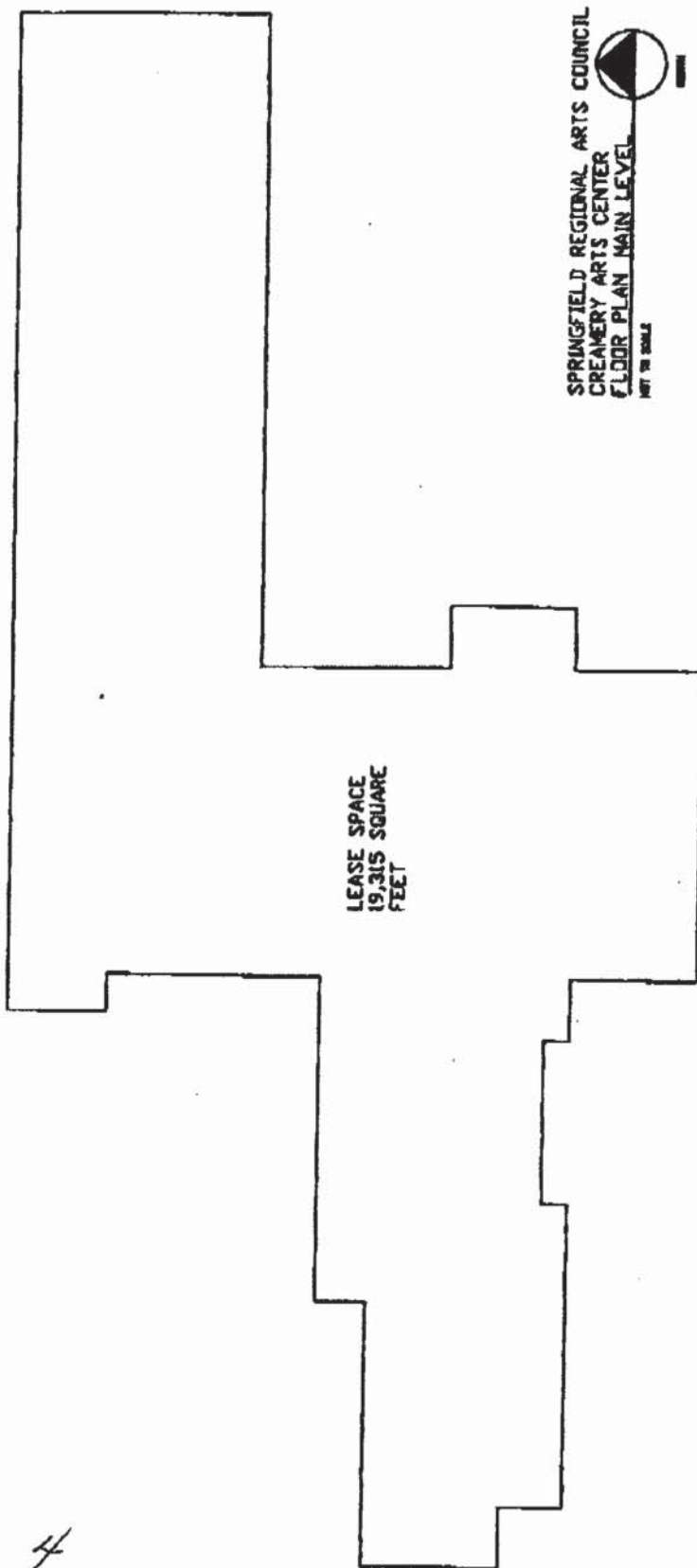
EXHIBIT

A

SPRINGFIELD REGIONAL ARTS COUNCIL
CREAMERY ARTS CENTER
FLOOR PLAN MAIN LEVEL



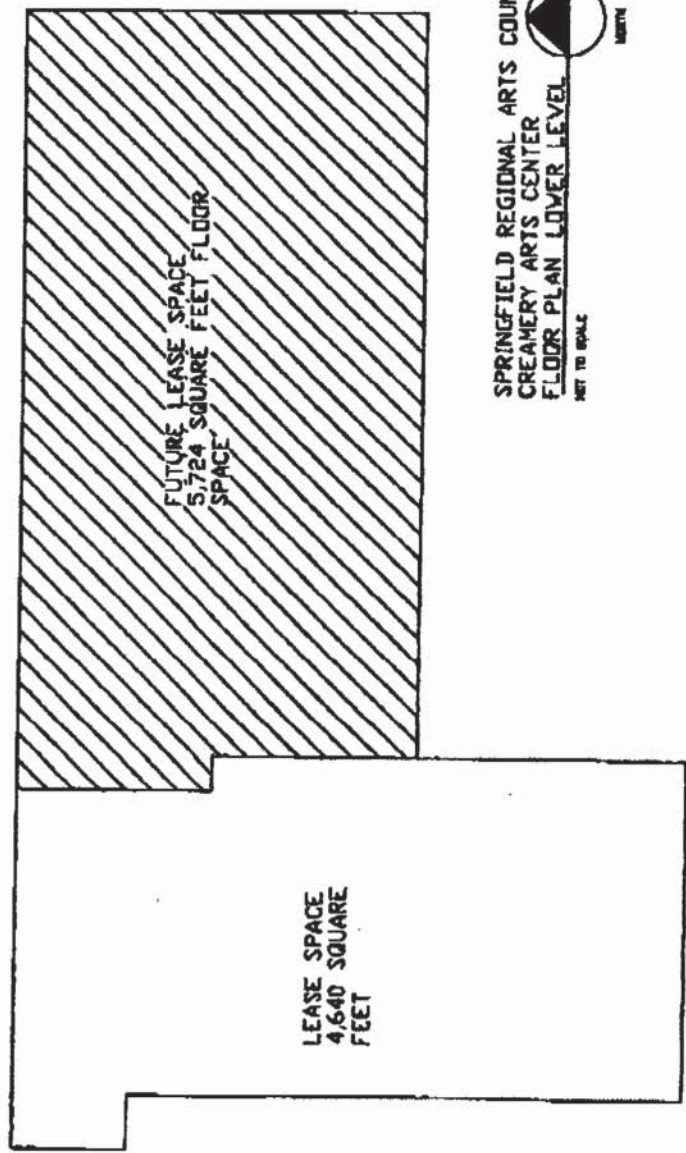
NOT TO SCALE



LEASE SPACE
19,315 SQUARE
FEET

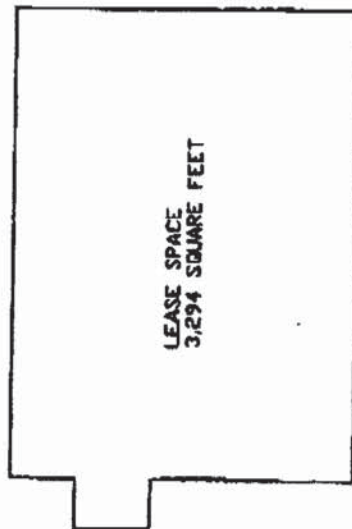
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5



SPRINGFIELD REGIONAL ARTS COUNCIL
CREAMERY ARTS CENTER
FLOOR PLAN LOWER LEVEL
NOT TO SCALE





SPRINGFIELD REGIONAL ARTS COUNCIL
CREAMERY ARTS CENTER
FLOOR PLAN LOWER LEVEL 2



NOT TO SCALE

6

“EXHIBIT B”

1. Objective The City desires to provide assistance to the Springfield Arts Council by provide reliable internet connectivity and VOIP (Voice over Internet Protocol) phone services for the Creamery building consistent with the terms of lease agreement, specifically, Contract # 2002-0888.
2. City's Responsibilities. The City will be responsible for the following:
 - a. Updating the network cabling in the Creamery.
 - b. Contracting with SpringNet to provide internet service at the Creamery for a term of 5 years.
3. Springfield Arts Council's Responsibilities. The Springfield Arts Council will pay the following:
 - a. Three Hundred and Twenty-Five dollars (\$325) per month, throughout the term of the Sub-Lease, for SpringNet internet service. (if SpringNET usage is high, Tenant will be given the option to pay for increased service or allowed to cap the bandwidth).

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 04-26-22

Sponsored by: McClure

COUNCIL BILL 2022-117 RESOLUTION

A RESOLUTION

1 CONFIRMING the appointments of Steve Eudaly and Brett Foster to the
2 Downtown Springfield Community Improvement District Board of
3 Directors. (Staff and the Downtown Springfield Community
4 Improvement District Board of Directors recommends approval.)
5
6

7 WHEREAS, the Downtown Springfield Community Improvement District ("CID")
8 petition was approved by General Ordinance 4924 on September 7, 1999, thereby
9 establishing said CID; and
10

11 WHEREAS, the CID's petition has been amended and its term extended a
12 number of times, with its most recent extension having been approved by Special
13 Ordinance 26746 on June 21, 2016; and
14

15 WHEREAS, said petition establishes the qualifications and process for
16 appointing members of the CID Board of Directors through appointment by the Mayor
17 with confirmation by City Council; and
18

19 WHEREAS, there is presently a need to appoint members to the Board of
20 Directors; and
21

22 WHEREAS, the Mayor recommends the appointment of Steve Eudaly and Brett
23 Foster to the Downtown Springfield Community Improvement District Board of Directors.
24

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

28 Section 1 – City Council hereby confirms the appointment of Steve Eudaly and
29 Brett Foster to the Downtown Springfield Community Improvement District Board of
30 Directors, with terms to expire on December 31, 2025.
31

32 Section 2 – This Resolution shall be in full force and effect immediately upon
33 adoption.
34

35 Passed at meeting:

36
37
38
39
40
41
42
43
44
45
46
47

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022- 117

FILED: 04-26-22

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To appoint Steve Eudaly and Brett Foster to the Downtown Springfield Community Improvement District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommend approval.)

BACKGROUND: As required by the petition establishing the Downtown Springfield Community Improvement District ("CID"), the Mayor shall appoint members to the CID Board of Directors with the consent of the City Council. The CID Board of Directors recommends the following individuals be appointed to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term Expires</u>	<u>Notes</u>
2	Brett Foster	Property owner representative (tax-exempt)	12/31/2025	New appointment to fill unexpired term
9	Steve Eudaly	Business owner that does not own real property in District	12/31/2022	New appointment to fill unexpired term

REMARKS: Staff and the Downtown Springfield CID Board of Directors recommend approval.

Submitted by:



Matt D. Schaefer, AICP
Senior City Planner

Recommended by:



Amanda Ohlensehlen, Director

Approved by:



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 04-12-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022 - 089

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,'
2 Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual,' Chapter 3,
3 'Exceptions to Normal Purchasing Procedures,' Section 13-3.312, for the
4 purpose of allowing retired Fire Marshalls to purchase their service weapons.
5 _____
6

7 WHEREAS, in 2019 the Springfield Police Department instituted a program to allow
8 retiring police officers to purchase their service weapons; and
9

10 WHEREAS, the current program is limited to sworn law enforcement officers retiring in
11 good standing from the Police Department; and
12

13 WHEREAS, the Fire Department employs Fire Marshalls, who are sworn law
14 enforcement officers commissioned through the Police Department and who are issued service
15 weapons; and
16

17 WHEREAS, the Fire Marshalls, do not currently qualify to purchase their service
18 weapons upon retirement as they are not Police Department employees; and
19

20 WHEREAS, this proposal would expand the existing program to include Fire Marshalls
21 who are commissioned as law enforcement officers by the Police Department and are retiring
22 from the Fire Department.
23

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

27 (NOTE: Underlined language is to be added. Language to be removed is stricken.)
28

29 Section 1 – City Council hereby amends the Springfield City Code, Chapter 2,
30 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing
31 Manual,' Chapter 3, 'Exceptions to Normal Purchasing Procedures,' Section 13-3.312, which
32 section and subsections shall read as follows:
33

34 13-3.312 DISPOSAL OF SERVICE WEAPONS OF RETIRED ~~POLICE~~ LAW
35 ENFORCEMENT OFFICERS
36

37 1. Following completion of employment, a sworn law enforcement officer
38 commissioned by the Police Department who retired in good standing from the ~~Police~~

Department City shall be given the option to purchase from the City the service weapon issued to them for use during their period of employment.

2. Any sale of a service weapon pursuant to this section shall be for actual cash value considering the age and condition of the service weapon.

3. The Chief of Police shall have the sole authority to declare whether an officer retired in good standing for the purposes of this section.

4. The Chief of Police shall further have the authority to adopt policies and procedures as necessary to implement this section and to assess the actual cash value of property disposed of pursuant to this section.

5. Any service weapon which has become obsolete, scrap, or surplus to the needs of the Police Department and is not disposed of in accordance with Subsections 1-4 of this Section shall be disposed of in accordance with Sections 13-3.308 and Sections 13.310 of this Chapter.

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

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

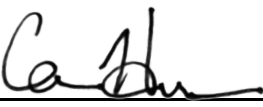
Section 4 – This Ordinance shall be in full force and effect from and after passage.

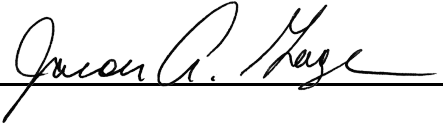
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2022- 089

FILED: 04-12-22

ORIGINATING DEPARTMENT: Fire

PURPOSE: Amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by adding Section 13-3.312 for the purpose of allowing retired Peace Officer Standards and Training Program ("POST") commissioned Fire Marshals to purchase their service weapon.

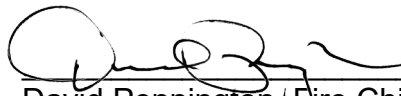
BACKGROUND INFORMATION: Sworn fire department employees who are also commissioned and serve in a law enforcement capacity are issued a service weapon for use during official duties as a Springfield Fire Marshal ("FM").

An individual FM's service weapon typically remains assigned to them for the duration of their tenure in this role. When a commissioned FM retires, their service weapon is collected by the Fire Department. That weapon is not reassigned to another FM and instead is sold or traded for wholesale value to a firearms vendor in cooperation with the Springfield Police Department.

A number of FM's are soon to retire and have expressed an interest in purchasing the specific weapon that they were assigned. The Fire Department wishes to adopt a policy similar to what is already approved for Officer's in the Police Department to facilitate those requests.

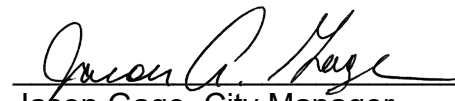
REMARKS: As the Fire Department currently only receives wholesale value for weapons taken out of service, the proposed ordinance would not create any additional cost for the Fire Department.

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager